

2022

Labor Agreement

Between

Washington River Protection Solutions
(WRPS)

AND

Hanford Atomic Metal Trades Council
(HAMTC)

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LABOR AGREEMENT BETWEEN
WASHINGTON RIVER PROTECTION SOLUTIONS (WRPS)
AND
HANFORD ATOMIC METAL TRADES COUNCIL, AFL-CIO

This Agreement is made and entered into this 24th day of July 2023, and between WRPS, its successors, hereinafter called “the Employer,” or “Company”, and the Hanford Atomic Metal Trades Council, AFL-CIO, hereinafter called “the Council,” and is applicable to all work done under the Tank Operations Contract (TOC), by the work force defined in Article I of the Collective Bargaining Agreement.

WRPS team members and their successors also will adhere to this Collective Bargaining Agreement for work under the aforementioned Tank Operations Contract (TOC). Team members shall include major subcontractors, subcontractors and affiliate companies.

PREAMBLE

The management and integration of the Tank Operations Contract (TOC) is one of the most complex and challenging undertakings in the U.S. Department of Energy Office of River Protection (ORP) system, requiring the highest standards of safety and performance.

The parties also recognize that the successful completion of the work covered by this Agreement is essential to achieving goals mandated by the Department of Energy (DOE) Tri-Party Agreement among DOE, the Environmental Protection Agency (EPA), and the State of Washington Department of Ecology.

ARTICLE I

UNION RECOGNITION

1. The Employer, in the operations of all its Hanford contracts, agrees to recognize the Hanford Atomic Metal Trades Council (HAMTC) as the sole collective bargaining representative in all matters pertaining to wages, hours, and working conditions, for all WASHINGTON RIVER PROTECTION SOLUTIONS, LLC employees in the bargaining unit as defined by the National Labor Relations Board in all applicable certifications and recognitions and whom it employs for the Tank Operation Contract.
 - A. Case No. 19-RC-208
 - B. Case No. 19-RC-459
 - C. Case No. 19-RC-1381
 - D. Case No. 19-RC-1553
 - E. Case No. 19-RC-1917
 - F. Case No. 19-RC-2770
 - G. Case No. 19-RC-3430
 - H. Case No. 19-RC-5965
 - I. Case No. 19-RC-7255
 - J. Case No. 19-RC-6395
 - K. Case No. 19-RC-13356
 - L. Case No. 19-RC-13730
2. The Employer recognizes that it is the responsibility of the Council to represent the employees effectively and fairly. In the event of any violation of the terms of this Agreement, the responsible and authorized representatives of the Council or the Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.
3. In the event personnel represented by HAMTC under a certification not listed herein become employed by the Employer, the respective certification shall be included in this agreement and the parties shall meet to discuss applicable Appendix A items.

ARTICLE II

MANAGEMENT RIGHTS

Subject only to any express limitations stated in this Agreement, or in any other agreement between the Employer and the Council, the Employer retains the exclusive right to manage its business which shall include, (but not be limited to), the right to determine the methods and means by which its operations are to be carried on, to direct the workforce, including the assignment of required overtime, and to conduct its operations in a safe and efficient manner, and the right to discipline or discharge employees for reasonable and just cause provided that the exercise of management rights shall not conflict with the provisions of this Agreement, including use of the Grievance and Arbitration procedure.

ARTICLE III

UNION SECURITY/DUES CHECK-OFF/UNION REPRESENTATION

1. Payment of Union Membership Dues

- A. All employees in the bargaining unit shall, as a condition of continued employment, become a member of the appropriate union affiliated with the Council and pay union dues within thirty (30) days of date of employment.
 - 1) Employees who are members of a union affiliated with the Council shall continue to pay membership dues to such union, through the Council, as a condition of employment while in the bargaining unit and on the active payroll, and while remaining a union member. Employees within the bargaining unit who become members of a union affiliated with the Council shall pay after thirty (30) days continuous service, membership dues (including initiation fee, if any) to the appropriate union through the Council, as a condition of employment while in the bargaining unit and on the active payroll and while remaining a union member. In no event shall the membership dues (including initiation fee, if any) exceed the amount specified in the Constitution and/or Bylaws of the appropriate union and uniformly required.
 - a) No employee shall be required to pay, as a condition of employment while in the bargaining unit, any union membership dues covering any period during which the employee was not in the bargaining unit or was not on the Employer's active payroll.
 - b) Any employee required to pay membership dues, or initiation fee, as a condition of employment, who fails to tender the initiation fee or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed by the Council to the Office of Labor Relations, not later than five (5) days prior to a request that the Employer take final action on a delinquency.

2. Dues Deductions

The Employer shall deduct union membership dues (including initiation fee, if any) from the wages of an employee upon the following conditions and at the times and in the manner hereinafter provided.

- A. For employees who sign individual authorization forms, as described below, the Employer shall in accordance with such authorization, deduct from the earnings, payable to such employee, union dues (including initiation fee, if any) and promptly remit same through the Council to the appropriate union affiliated therewith.
- B. Subject to applicable law, any such authorization shall be revocable by the individual employee as described in the form of authorization agreed to by the parties.

C. Deductions will only be made from the wages of employees who have executed and delivered to the Employer a written authorization in the agreed form.

D. Indemnity Agreement

The Council shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Employer in making payroll deductions of union membership dues and/or initiation fees, as herein defined.

E. As part of the hiring process, regular full-time and temporary employees within the bargaining unit will be routed to HAMTC as part of their sign-up procedure.

3. Remittance and Statement to the Council

The Employer shall furnish to the Council the following data:

A. On or before the fifteenth (15th) day of each month:

1) The total amount of monthly dues (and initiation fees, if any) deducted from earnings payable on the first payday of the month, listed by craft.

2) The name, payroll number and craft of, and amount contributed by, each employee from whose wages such deductions were made.

3) The Employer shall, at the same time, forward to the Council its checks covering the amounts shown on or before the last day of each month:

a) The total amount of such monthly dues, if any, deducted for each craft from earnings payable on paydays subsequent to the first payday of the month listed by craft.

b) The name, payroll number and craft of, and amount contributed by each employee from whose wages such deductions were made.

c) The Employer shall forward to the Council its checks for the appropriate amounts.

4. Union Representation

Authorized representatives of the Council shall have access to the project for the purpose of administering this Agreement, provided that such representatives fully comply with the visitor, safety and security rules established for the Hanford Site.

The Stewards shall be paid at their straight-time hourly rates for time spent processing grievances and other related union business during their regularly scheduled working hours. It is agreed that such time shall be limited to a reasonable amount and the Council, and the Employer shall jointly investigate any cases where it appears that an individual is taking an unreasonable amount of time.

Each Council affiliate shall have the right to designate stewards and the stewards shall be recognized as the union's representative. Except for "loaned labor," or as mutually agreed between the Union and the Company, stewards of the Company shall be selected from bargaining unit employees of the Company. Each designated steward employed by the Employer shall be a qualified employee and shall perform assigned work.

The Employer shall recognize those stewards selected by the Council for specified locations, crafts, or classifications. All stewards shall be selected from employees within the bargaining unit who have received proper security clearance for the areas in which they represent employees. The Council shall give the Employer six (6) days' notice of any change in stewards.

The number of stewards, certified at the time of the signing of this agreement, shall be established or changed by mutual agreement between the Council and the Employer. HAMTC will provide the Employer an official listing of stewards for all affiliates on a quarterly basis.

Before leaving his job, the steward shall inform his immediate supervisor where he wishes to go and secure permission to leave. He shall also report back to the supervisor on his return.

Stewards will be subject to discipline to the same extent as other employees provided, however, that the Council shall be notified prior to the discharge of a steward. Should a steward be discharged, the union may appoint a replacement but work shall continue without disruption.

Stewards will not be reassigned or excessed involuntarily, internally or externally, within a classification unless the progress of the work requires it. One Project/Site-wide Chief Steward or designee per Council affiliate, will perform sitewide activities and be compensated across Company lines, unless mutually agreed otherwise between the Union and the Company. Every reasonable effort will be made to assign Chief Stewards (generally one from each craft affiliated with the Council with such exceptions in particular cases as may be mutually agreed upon) to straight day work. It is recognized, however, that the progress of the work may not always make this possible.

ARTICLE IV

NON-DISCRIMINATION

1. The Employer shall not discriminate against or coerce the employees covered by this Agreement because of affiliated membership in or activity in behalf of the Council, nor encourage membership in any union not affiliated with the Council, nor shall it attempt to discourage any local unions from affiliated membership in the Council. It is the policy of the Employer, the Council and each of its affiliated local unions not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, religion, disability, sexual orientation, veteran status, union membership or affiliation, or any other basis prohibited by law.
2. The Council agrees that neither its officers nor its affiliated membership will intimidate or coerce employees.
3. Whenever the pronoun “he”, or “his”, or “him” appears in this Agreement, it is intended to apply to both male and female.

ARTICLE V
JURISDICTION

1. In the assignment of work, the Employer shall recognize the established seniority groups and their established jurisdiction. It is agreed, however, that employees may be temporarily assigned work outside their established seniority groups in situations, which leave the Employer no reasonable alternatives. Disputes regarding such assignments are subject to the grievance procedure, but the work shall be carried on as assigned pending the settlement.
2. The Employer shall not undertake the settlement of jurisdictional disputes or craft boundaries when no prior jurisdictional decisions exist. Such disputes shall be settled by the Council in accordance with its established procedure. Upon receiving notice of a jurisdictional or craft boundary dispute the Council shall notify the Employer, by registered mail, of the nature of the dispute. The Employer will have fifteen (15) calendar days after receipt of the notice, to present a written position to the Council describing the impact on the Employer's operations. The Council shall ensure such written position is given reasonable consideration. The Council will not permit any such dispute to interfere with the progress of the work. The Council shall give the Employer written notice twenty (20) calendar days prior to the settlement becoming effective. Pending the settlement of such disputes, the work shall continue on the same basis as it was performed at the time the dispute arose. The Council recognizes that all jurisdictional agreements and awards entered into or rendered in accordance with the Council's regular procedures must be in the utmost good faith and not designed to promote uneconomical, inefficient and/or ineffective working arrangements. The Council further recognizes its obligations to discuss such jurisdictional settlements and awards with the Employer pursuant to the contract, in good faith and with an authentic and meaningful spirit of cooperation and understanding.
3. If the Council claims that the Employer has violated a jurisdictional assignment as to Council affiliates, which represent the Employer's employees, it shall provide the Employer with documents supporting the Council's official position on such assignments.
4. It is the Employer's intent to assign all regular maintenance work in engineering, research and laboratory facilities to bargaining unit personnel.

The necessities of the research and development function are such that some manual work will be performed by technical or professional personnel; however, insofar as practicable, it is the Employer's intent to utilize bargaining unit crafts on those phases of the work which do not require performance by technical or professional personnel in furtherance of their research, study or observation. In making working assignments, the Employer will act in accordance with this statement of policy.

ARTICLE VI

HEALTH AND SAFETY

1. The Employer will provide safety inspections, first aid service, and safety and radiation protection equipment to minimize accidents and health hazards to the employees at the plant during the hours of their employment. The Council agrees to cooperate with the Employer to the end that employees will use any required safety equipment when so provided and observe such safety and health regulations as prescribed by the Employer.
2. The Employer will set up a safety committee and employees will be asked to serve on the committee for a fixed period of time. The Council shall designate, to serve on the committee, a number of employees equal to the number of Employer designees. The committee will meet at least once monthly. The Employer will, upon request, provide the Council minutes or reports of the safety committee meetings as prepared for distribution.
3. The Employer will provide for periodic medical examinations of all employees. If requested by the employee, the employee shall receive an annual medical examination. Employees may discuss their examinations with the examining doctor. All employees covered by this Agreement will comply with safety rules and regulations established by the Employer and/or DOE covering work performed under this Agreement.
4. When an employee is involved in any industrial accident, which may include both personal injury and radioactive and/or chemical exposure or contamination, the employee's pay is continued up to the time of his release from any location in which the employee undergoes prescribed decontamination/medical procedures. If the employee is released from an area prior to the end of his regular shift, he is continued in a pay status until the end of such regular shift, unless overtime premiums are involved. When in such situations the employee is directed to report to the site occupational medical facilities, or Hospitals, or the Whole-Body counter, he will be continued in a pay status until the end of his regular shift. If he is released from the facilities mentioned above prior to the end of his regular shift or if he is working hours other than his regular shift, he will be paid at the applicable rate until such time as he is released from the facilities mentioned above but in no event will he receive more than the equivalent of eight (8) hours pay at his straight time rate for time commencing with his leaving his area location and ending with his release from the facilities mentioned above.
5. The parties hereto recognize that the principles of As Low As Reasonably Achievable (ALARA) will be applied to personnel exposure such that occupational radiation exposures are maintained as low as reasonably achievable, consistent with the requirements of the job and interests of the affected employees. The Department of Energy's dose limits shall provide the framework for managing personnel exposures. Consistent with this principle, the

employer will establish administrative dose control levels for all employees. The control levels will start at an annual level of 500 mrem total effective dose (TED) and will require progressively increasing effort, review, and approval to exceed or extend as follows:

Table 2-0. Tank Farms Administrative Control Levels.				
Type of Exposure-Annual Radiological Dose (in mrem)				
Whole Body (a)	Skin and Extremities (b)	Lens of the Eye (c)	Any organ or tissue (d)	Approval Required to Exceed This Level (approvals are sequential)
500	15,000	4,500	15,000	Level 2 line manager & Project RadCon manager
1,000	22,500	6,750	22,500	Level 1 line manager & WRPS RadCon manager
1,500	30,000	9,000	30,000	Contractor Senior Site Executive
2,000				DOE-ORP Site manager
Age x 1,000 = lifetime total effective dose (TED)				Level 1 line manager & WRPS RadCon manager
Whole Body Total Effective Dose (internal + external)				
Skin and extremities: Equivalent dose to the skin or any extremity (external) + Committed equivalent dose to the skin or any extremity (internal)				
Equivalent Dose to the Lens of Eye				
Any organ or tissue (other than lens of eye): Equivalent Dose to the Whole Body (external) + Committed Equivalent Dose (internal)				

The Employer will use its best effort to ensure employees covered by this Agreement are not subject to an annual (TED) exceeding two (2) rem, and not more than 300 mrem (TED) on a single occasion or during any seven (7) day period.

The Employer will use its best effort to plan and execute the work covered by this Agreement to strive to achieve as equitable a distribution of radiation exposure as practical among the employees in the classifications covered by this Agreement consistent with the requirements of the job, and the interests of the affected employees.

6. Health and Safety Commitment

The previous Company, in conjunction with the Hanford Atomic Metal Trades Council (HAMTC), initiated the “Hanford Atomic Metal Trades Council Safety Representatives Program”, the HAMTC Voluntary Protection Program (VPP) Coordinator, and the HAMTC Health Advocate. With these programs, worker representatives were appointed by HAMTC, subject to approval by the Company, to formally serve as safety and health representatives for the HAMTC workforce. The commitment and intent of these programs shall continue by the Employer and HAMTC.

The Employer is committed to partner with the Hanford Atomic Metal Trades Council (HAMTC) in the area of health and safety. Worker protection is common ground that the Employer and HAMTC agree to work together for the betterment of our shared workforce and workplace. A number of initiatives have been, and continue to be, developed at the Hanford Site which includes participation of the Employer and coordination with other Hanford Contractors to ensure worker involvement in the safety process. This involvement includes worker participation in the development of safety program elements, site wide standards, review of safety issues in the workplace, and participation in work activities consistent with the principles of worker involvement, the Voluntary Protection Program and the Integrated Safety Management System.

A key to this partnership is worker involvement at a level that inspires ownership of these safety programs. This ownership will be built through active participation in safety-related work groups, work planning, workplace committees, and councils where our workforce and management collaborate to prevent and/or resolve safety issues. HAMTC will provide employee representatives for such working groups, committees, and councils to provide valuable field input and worker perspectives. The arrangement for HAMTC participation on all committees and councils will be through the Council President.

The Employer recognizes the value of employee-based natural work groups and foster communication and input processes to address safety-related issues at all levels in the organization. To ensure that every employee’s safety concern is heard at the appropriate level in the organization, the Employer will make certain that every employee has an avenue to provide input into safety programs which encourages free communication, without fear of any reprisal, and the ability to partner with management at all levels in employer organizations to identify and resolve safety issues. These avenues, where the bargaining unit representatives participate, include the Employer’s Accident Prevention Council, the Employee’s Accident Prevention Council (EAPC), HAMTC Safety Representatives, HAMTC Health Advocate, HAMTC VPP Coordinator, Site Wide Standards, management’s open-door policy, Employer’s problem reporting system, Employee Concerns Program, safety logs, and employee Stop Work Responsibility.

Our mutual desire for the safety of our workforce provides multiple opportunities for HAMTC and management at all levels in the organization to effectively partner, identify, and resolve safety issues.

7. HAMTC Safety Representative Program

The Hanford Atomic Metal Trades Council Safety Representative Program worker representatives are appointed by HAMTC, subject to approval by the Employer, to formally serve as safety and health representatives for the HAMTC workforce.

It is the commitment and intent of the Employer and HAMTC to continue this program. Consistent with the current roles and responsibilities of the HAMTC Safety Representatives and during times of safety related incidents, investigations, critiques, evaluations, and assessment activities which involve HAMTC represented employees, the Employer will endeavor to ensure HAMTC Safety Representative participation.

The Employer is committed to fund the HAMTC Safety Representatives consistent with the work scope covered under the Employer's contract with the Department of Energy. as well as fund the HAMTC VPP Coordinator and/or HAMTC Health Advocate positions while employed by the employer. The parties recognize that there may be changes in work scope, work assignments, and/or completion of specific projects which may affect the number of these funded positions maintained by the Employer. In the event of such changes, the parties will meet to discuss the appropriate impacts.

8. Continuous Wear of Respiratory Protection

The Employer will not require an employee to continuously wear any type of respiratory protection which requires the use of a tight fitting face piece for more than three (3) hours without a thirty (30) minute period during which that employee would not wear such respiratory protection. The employer will not require an employee to wear Powered Air Purifying Respirators (PAPRs) and/or atmosphere supplying respirators which utilize a hood without a tight fitting face piece for greater than four (4) hours without a thirty (30) minute period in which that employee would not wear such respiratory protection.

The time periods referenced above shall begin upon entry and end upon exit of the work area in which the respiratory protection is required.

ARTICLE VII

HOURS OF WORK AND SHIFTS

1. Employees are classified as either:

A. Straight-day workers, or

B. Shift workers.

2. The standard hours of work and standard schedules are as follows:

A. Straight Day Schedule:

Employees scheduled to work Monday through Friday. The hours of work are as follows:

6:00 a.m. to 2:30 p.m.
30 Minute Lunch

6:30 a.m. to 3:00 p.m.
30 Minute Lunch

7:00 a.m. to 3:30 p.m.
30 Minute Lunch

7:30 a.m. to 4:00 p.m.
30 Minute Lunch

7:45 a.m. to 4:30 p.m.
45 Minute Lunch

8:00 a.m. to 4:30 p.m.
30 Minute Lunch

B. Eight-Nine (8/9) Work Schedule

This shift is classified as a “Straight Day Schedule” and all workers are classified as “Straight Day” employees.

It is understood that an employee on the eight-nines schedules will be paid in accordance with the shift schedule.

- 1) Employees scheduled to work eighty (80) hours straight time in a two (2) week period. The first standard week will consist of nine (9) hours per day, Monday through Thursday, and the first four (4) hours of the first Friday at straight time

pay. The second standard week will consist of the second four (4) hours of the first Friday and nine (9) hours per day Monday through Thursday of the second week at straight time pay. The second Friday of the eight-nines standard work period will be an “off” Friday and a day of rest.

8/9 Schedules				
Hours of Work	Time Worked	Meal Period	Days Of Work	Workweek Begins
6:00a-3:30p	9	30 minutes	M-TH	Friday
6:00a-2:30p	8		F	10:00a
7:00a-4:30p	9	30 minutes	M-TH	Friday
7:00a-3:30p	8		F	11:00a
6:30a-4:00p	9	30 minutes	M-TH	Friday
6:30a-3:00p	8		F	10:30a
7:30a-5:00p	9	30 minutes	M-TH	Friday
7:30a-4:00p	8		F	11:30a

1) “Tropical” Eight-Nine (8/9) Work Schedule

This shift schedule is established to support safe, efficient and effective operations during the months of June through September due to heat limiting day shift operations. The workweek begins at 8:00 am on Friday. The hours for this shift are as follows:

4:00 am to 1:30 pm (Mon-Th)
30 minute lunch

4:00 am to 12:30 pm (Every other Friday)
30 minute lunch

This shift is classified as a “Shift Schedule” and all employees assigned to this schedule are classified as “Shift Workers”.

C. Four Ten Straight Day Schedule

5:00 am to 3:30 pm
30-minute lunch

6:30 am to 5:00 pm
30-minute lunch

5:30 am to 4:00 pm
30-minute lunch

7:00 am to 5:30 pm
30-minute lunch

6:00 am to 4:30 pm
30-minute lunch

4-10 Tropical Shift

Four Ten (4/10) Tropical Shift Schedule:

This shift schedule is established to support safe, efficient and effective operations during the months of June through September due to heat limiting day shift operations. The hours for this shift are as follows:

4:00 am to 2:30 pm (Mon - Th) 30-minute lunch

This shift is classified as a “Shift Schedule” and all employees assigned to this schedule are classified as “Shift Worker”.

D. Rotating Schedule – Twenty-eight (28) Day Rotation (A, B, C, D) Seven (7) Days:

Employees scheduled to rotate between days, graveyard, and swing shift to provide coverage twenty-four (24) hours per day, seven (7) days a week. The hours for these shifts are as follows:

Days: 7:30 a.m. to 4:00 p.m.
30 Minute Lunch

Swing: 3:30 p.m. to 12:00 Midnight
30 minute Lunch

Graveyard: 11:30 p.m. to 8:00 a.m.
30 Minute Lunch

E. Rotating Schedule (X, Y, Z) Five (5) Days:

Employees scheduled to rotate between days, graveyard, and swing shift to provide coverage twenty-four (24) hours per day, Monday through Friday. The hours for these shifts are as follows:

Days: 7:30 a.m. to 4:00 p.m.
30 Minute Lunch

Swing: 3:30 p.m. to 12:00 Midnight
30 Minute Lunch

Graveyard: 11:30 p.m. to 8:00 a.m.
30 Minute Lunch

F. Modified Rotating Schedule (P-Q) Five (5) Days:

Employees scheduled to rotate between days and swing shift to provide coverage sixteen (16) hours per day, Monday through Friday. The hours for these shifts are as follows:

Days: 7:30 a.m. to 4:00 p.m.
30 Minute Lunch

Swing: 3:30 p.m. to 12 Midnight
30-Minute Lunch

G. Eight nine (8/9) shift schedule:

The first eight nine (8/9) shift shall start between the hours of 6:00 a.m. and 7:30 a.m., the second eight nine (8/9) shift shall start between the hours of 3:00 p.m. and 4:30 p.m. Both shifts will include a one-half (1/2) hour of unpaid lunch period per shift. Forty (40) hours per week shall constitute a week's work. Straight time is not to exceed nine (9) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Staggered starting times may be established for various work operations.

H. Four Ten (4/10) Shift Schedule:

The first four ten (4/10) shift shall start between the hours of 5:00 a.m. and 8:00 a.m., and the second four ten (4/10) shift shall start between the hours of 2:30 p.m. and 6:00 p.m. Both shifts will include a one-half (1/2) hour of unpaid lunch period per shift.

Forty (40) hours per week shall constitute a week's work, Monday through Thursday or Tuesday through Friday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Staggered starting times may be established for various work operations.

The work schedule may be either Monday through Thursday or Tuesday through Friday. For the Monday through Thursday schedule, the first day of rest will be Friday, the second will be Saturday, and the third will be Sunday. For the Tuesday through Friday schedule, the first day of rest will be Monday, the second will be Saturday, and the third will be Sunday. The work week will begin and end at midnight Sunday night.

Employees who start work prior to the starting time of their regular schedule on Monday and thereafter complete their regularly scheduled shift, either ten (10) hours of regular work (e.g., RW, BRW, ERW, MRW, or UBP) or a combination

of the (10) hours of regular work and PTB, will be paid at the overtime premium of one and one-half times (1½ X) their base rate from the time they report to work until the starting time of their regularly scheduled shift on Monday.

Employees who start work prior to the starting time of their regular schedule on Monday and who thereafter do not complete ten (10) hours of regular work or a combination of ten (10) hours of regular work and PTB on their regularly scheduled shift, will be paid at the straight time rate of pay from the time they report to work until the starting time of their regularly scheduled shift on Monday.

Special hardship cases may be accommodated if mutually agreed to by the Director of Labor Relations and the President of the Council.

I. Standard 12-Hour Shift – See Attachment J

3. Uniform Special Shifts

The following shifts require mutual agreement between the Employer and the Council before implementation. Should either party wish to discontinue the shift, two (2) weeks' notice is required.

A. Modified Rotating Shift – Thirty-five (35) Day Rotation (A, B, C, D, E) Seven (7) Days:

Employees scheduled to rotate between days, graveyard and swing shift to provide coverage twenty-four (24) hours per day, seven (7) days per week. Hours of work:

Days: 7:30 a.m. to 4:00 p.m.
30 Minute Lunch

Swing: 3:30 p.m. to 12:00 Midnight
30 Minute Lunch

Graveyard: 11:30 p.m. to 8:00 a.m.
30 Minute Lunch

The A, B, C, D, E shift will provide two (2) shifts each week and will result in a thirty-five (35) day rotation rather than a twenty-eight (28) day rotation.

4. A "Straight Day" employee is one who is regularly scheduled to start work after 6:00 a.m. and end work before 6:00 p.m. exclusive of overtime. A "Straight Day" employee normally works Monday through Friday, but this may vary.

5. Certain employees such as Stationary Operating Engineers (SOE's) work eight (8) hours per shift, including lunch period.

6. All new special shifts and schedules will be negotiated with the Council. It is specifically understood and agreed that the Council will not arbitrarily or unreasonably withhold its ratification of, or concurrence with special shifts and schedules established or proposed by the Company. If within four (4) working days (excluding Fridays, Saturdays, Sundays and facility closure days) from the date a new special shift/schedule is proposed by the Company, the Council fails to provide either its approval or a written justification for denial, the Company may implement the shift/schedule without incurring penalty.
7. With exception of the Dupont 12-Hour schedule, employees may be assigned to a standard shift, which does not rotate, or to standard shifts not rotating more than once a week, or which include segments of rotating shifts (i.e. swing or graveyard shift). Such assignments do not constitute shift changes, which require negotiations with the Council, provided advance notice of at least forty-eight (48) hours is given to the employees involved. Employees will not receive more than one (1) notice of shift change in any forty-eight (48) hour period. Except in cases where an employee may be assigned to substitute temporarily for an absent employee, a change in shift assignment will be for a minimum of one workweek in duration. The return of an employee to his regular shift after temporarily substituting for an absent employee shall not constitute a shift change for purposes of this Article.
8. Employees who are instructed by supervision to work shifts not established by the provisions of this Agreement and not hereafter agreed to by the Council, where required, will be paid time and one-half (1-1/2X) for such hours worked. Any claim for payment of said premium pay must be made in writing by the President of the Council within twenty (20) days from the day of the commencement of the new shift or no premium payment will be made.
9. An employee will be given a forty-eight (48) hour notice of any change of shift assignment. Failure to receive the forty-eight (48) hour notice will entitle the employee to payment of the applicable overtime rate for all hours worked on the new shift during said forty-eight (48) hour period.
10. Employees shall be paid for time actually worked computed to the nearest one-tenth (1/10) hour.
11. In accordance with State Law, lunch period(s) will be provided and, if work requirements do not permit scheduling of a lunch period, payment will be made for all hours worked.
12. It is the intent of the Employer to maintain a work force consistent with scheduled requirements. Under such conditions, every effort will be made to provide regular employment before work is contracted outside.

13. Special Shifts:

Certain groups of employees are on special shifts not described in this Article. Such special shifts and schedules will continue to be assigned to these groups and may also be assigned to other groups. Such new assignments will be negotiated with the Council in accordance with Section 6, of this Article.

14. Establishment of Shift Assignments:

A. Shift assignments will be made based on the following:

- 1) Volunteers
- 2) Lacking volunteers, the least senior person within the work group will normally be assigned unless otherwise specified in Appendix A's.

It is recognized that the health and safety of the employees, the progress of the work, certification, security clearances, work restriction, radiation exposure, training and qualification, may preclude rigid adherence to the least senior person being assigned.

It is not the intent of the Employer to use this provision to unreasonably limit adequate training for our employees to meet the needs of the Employer.

B. The assignments described above do not require negotiations with the Council prior to implementation; provided the proper advance notice is given to the employee.

ARTICLE VIII

OVERTIME AND PREMIUM RATES

1. Workday

For purposes of determining overtime hours worked, an employee's workday begins when the employee starts work and ends twenty-four (24) hours later.

2. Workweek

For purposes of determining overtime hours worked, an employee's workweek begins at a fixed time each week based on the employee's working schedule and ends one-hundred-sixty-eight (168) hours later.

3. Overtime will be paid as follows for employees who normally work an eight (8) hour shift.

- A. Time and one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours in a single workday.
- B. Double time (2X) will be paid for all hours worked in excess of fifty-two (52) hours in a single work week.

4. Overtime will be paid as follows for employees who normally work an eight-nine (8/9) work schedule:

- A. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of nine (9) hours in a single workday (Monday through Thursday).
- B. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours on the Friday scheduled as a regular workday.
- C. Double time (2X) will be paid for all hours worked in excess of fifty-two (52) hours in a work week.

5. Overtime will be paid as follows for employees who normally work a ten (10) hour shift:

- A. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of ten (10) hours in a single workday.
- B. Double time (2X) will be paid for work in excess of fifty-two (52) hours in a work week.

6. Overtime will be paid for employees who normally work a twelve (12) hour shift in accordance with Attachment J.
7. Under no circumstances will an employee receive payment from the Employer while utilizing a privately owned vehicle when called in for overtime work.
8. Call-in Pay: Employees who are not scheduled to work overtime and are then called in to work after having left the jobsite from their last job assignment will receive not less than the equivalent of four (4) hours pay at their straight-time rate.
9. Scheduled Overtime: Employees scheduled to work overtime prior to leaving the jobsite from their last job assignment will be paid at the applicable overtime rate for all hours worked. Except for work required to comply with facility Safety Basis, Environmental, or other regulatory requirements, the Company will not engage in the routine and/or prolonged use of scheduled overtime equal to or less than 4 hours of pay at the straight time rate. The Union may request a discussion with management to explore alternatives (e.g.; combined work assignments, rescheduling, remote readings, etc.) to the use of scheduled overtime that is necessitated by regulatory requirements. The Union reserves the right to implement the Grievance Procedure to resolve disputes over use of scheduled overtime equal to or less than 4 hours of pay at the straight time rate.
10. Employees who start work prior to the starting time of their regular schedule and who thereafter complete their regular schedule will be paid at the applicable overtime rate from the time they report to work until the starting time of their regular schedule.
11. Holdover Pay: Employees who work overtime after completing their regular scheduled shift shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
12. Reporting Pay: Employees who are sent home for lack of work after reporting in accordance with their regular schedule will receive not less than the equivalent of four (4) hours pay at their straight-time rate.
13. Canceled Overtime: Employees who are given firm notice to report for call-in or scheduled overtime shall receive an amount equivalent to two (2) hours pay at their straight-time rate if such notice is canceled after they have completed their last regular schedule prior to starting time of such overtime assignment. Employees will likewise be expected to fulfill their overtime commitments.
14. Overtime pay for any hour excludes that hour from any other overtime payment on any other basis, thus eliminating pyramiding under any provision of this Agreement.

15. Work on a Facility Closure Day

For work during a Facility Closure Day, payment will be as follows:

- A. For work during his regular schedule, time-and-one-half (1-1/2X).
- B. For work outside his regular schedule, double time (2X).
- C. In addition, the employee may elect to draw pay from his TOWP account for the number of hours that are in his regular schedule, i.e., 8, 9, 10, or 12 hours.

16. When an employee uses TOWP during his regular workday, the TOWP hours will be counted as hours worked for the purposes of determining overtime premium eligibility.

ARTICLE IX

TIME OFF WITH PAY (TOWP)

1. Policy

Time off with pay (TOWP) is provided to eligible employees for leisure time off, personal time off, facility closure days (FCDs), time lost from work due to illness or injury, family emergencies or medical/dental appointments.

2. Definitions

A. Eligible Employee: Regular full-time HAMTC-represented Employees.

B. TOWP Pay: Hours taken as time off will be paid at the employee's base salary rate.

C. Composition of TOWP: Vacation - Accrual based on years of service:

0-5	=	80 hours per year
>5	=	120 hours per year
>10	=	160 hours per year
>20	=	200 hours per year

Facility Closure Day (FCD) – 80 hours

- 72 hours designated as facility closure days
- 8 hours designated by employee as floater

Sick/Excused (S/E) - 56 hours

3. Accruals

A. Time off with pay is accrued as follows:

- 1) An employee earns 4.15 hours per week (216 hours per year) during the first five years of continuous service.
- 2) An employee earns 4.92 hours per week (256 hours per year) beginning on the sixth through tenth year of continuous service.
- 3) An employee earns 5.69 hours per week (296 hours per year) beginning on the eleventh through twentieth year of continuous service.
- 4) An employee earns 6.46 hours per week (336 hours per year) annually beginning on the twenty-first year of continuous service and each year thereafter.

B. Time off with pay is accrued when an employee receives pay from the Employer for:

- 1) Days worked.
- 2) Days taken as TOWP.
- 3) When an employee takes time off without pay, but for no more than fifteen (15) consecutive working days.

C. TOWP is accrued by the employee only while on regular full-time status. When an employee's status changes from temporary to full-time, the date of entry into his seniority group determines the employee's TOWP accrual rate and shall be retroactive to that date.

D. An employee may accumulate up to a maximum of 1200 hours of TOWP. Employees above the 1200-hour maximum limit, at the time of ratification, will maintain the current maximum accrual rate of 2080 hours.

4. Facility Closure Days (FCDs)

A. The Employer will be closed nine (9) days, except for essential employees.

The nine (9) facility closure days are:

- New Year's Day
- Washington's Birthday*
- Memorial Day*
- July 4th
- Labor Day*
- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- Christmas Day

*These days will be observed on the day specified by Federal Law.

The FCDs shall be observed on the days on which they fall, except that when any of these FCDs fall on the first scheduled day of rest of an employee, it shall be observed by that employee on his last preceding regularly scheduled workday which is not an observed FCD. If the FCD falls on the second scheduled day of rest of an employee, it shall be observed by that employee on his next succeeding regularly scheduled workday, which is not an observed facility closure day. In any case, the FCD is observed from midnight to midnight. Employees must charge to their TOWP account.

Employees, who would have received shift differential, if they had worked, will have that amount added.

When two (2) FCDs fall within a period of four (4) consecutive calendar days and also coincide with an employee's days of rest, the above procedure shall be administered as follows:

- 1) When the second FCD falls on an employee's first day of rest, the employee shall observe the FCD on the regularly scheduled work day preceding the first FCD.
- 2) When the first FCD falls on an employee's second day of rest, the employee shall observe the FCD on the regularly scheduled workday following the second FCD.

B. For employees on the eight-nine schedule, the following applies:

- 1) When a facility closure day (FCD) falls on an employee's scheduled Friday or Saturday off, he shall observe the last preceding regularly scheduled workday/days as a FCD. If the preceding workday (Sunday) is a FCD, then the FCD will be observed on the following Monday.
- 2) When a FCD falls on Monday through Thursday, the hours will be allocated as follows:
 - a) Up to nine (9) hours taken from the time off with pay (TOWP) at the option of the employee.
 - b) At the employee's option, eight (8) hours taken from the TOWP and one additional hour may be worked during the week in which the FCD falls.
 - c) The method in which hours will be allocated in (b) will be with management approval. The additional time worked will be paid at the straight-time rate. No overtime compensation will be paid for the additional hour or half-hour worked.
- 3) When a FCD falls on the scheduled Friday workday, eight (8) hours of TOWP may be taken.

C. For employees on either 4/10 schedule, the following applies:

- 1) For the purpose of determining days of rest on FCDs the following applies:
 - a) For the Monday through Thursday schedule, the first day of rest will be Friday, the second will be Saturday, and the third will be Sunday.
 - b) For the Tuesday through Friday schedule, the first day of rest will be Saturday, the second will be Sunday and the third will be Monday.

- 2) For the purpose of observing FCDs on days of rest, the following applies:
 - a) When a FCD falls on the first or second day of rest, it shall be observed on the last preceding regularly scheduled workday.
 - b) When a FCD falls on the third day of rest, it shall be observed on the next succeeding regularly scheduled workday.
 - c) When two consecutive FCDs fall on the first and second day of rest, they shall be observed on the last two preceding regularly scheduled workdays.
 - d) When two consecutive FCDs fall on the second and third day of rest, the first shall be observed on the last preceding regularly scheduled workday and the second shall be observed on the next succeeding regularly scheduled workday.
- 3) The hours will be allocated as follows:
 - a) Up to ten (10) hours taken from the time off with pay (TOWP) at the option of the employee.
 - b) At the employee's option, eight (8) hours taken from the TOWP and two additional hours may be worked during the week in which the FCD falls.
 - c) The method in which hours will be allocated in (b) will be with management approval. The additional time worked will be paid at the straight-time rate. No overtime compensation will be paid for the additional hour or half-hour worked.

5. TOWP Policy Guidelines

- A. Normally, TOWP time off is approved in advance by the employee's supervisor. In the case of absences due to accident, illness or emergencies, notification of supervisors is required as soon as possible.
- B. The granting of single day or less TOWP will be accomplished on the basis that additional payroll premiums or operating costs will not be incurred.
- C. The progress of the work must be considered in granting TOWP periods. This consideration may result in limiting the number of personnel in a crew or shift that can be off at one time.

- D. Except as herein provided, seniority will prevail in the selection process for TOWP periods as outlined below.
 - 1) At the start of the calendar year the TOWP schedule will be circulated in accordance with seniority. At least one (1) full week, which may include plant closure days, must be scheduled as a block at this time.
 - 2) After the initial scheduling, the TOWP schedule will again be circulated, in seniority order, to reserve no more than three (3) TOWP periods of less than one (1) week.
 - 3) After the second circulation, employees may schedule their remaining TOWP days in single day or less increments on a first come first served basis.
 - E. To assure firm commitments and barring unforeseen emergencies, the scheduling of at least one (1) week of TOWP and the three (3) TOWP periods detailed in D 1) and D 2) must be completed by March 1st.
 - F. If an individual wishes to change his scheduled TOWP period, the normal procedure will be to wait until all other personnel have chosen their periods and then reschedule. However, in a case of undue hardship, the employee should state the facts in writing to his manager and consideration will be given to working out an alternate solution.
 - G. For employees that work shifts, the one (1) week or more of TOWP may be scheduled to correspond to their appropriate shift schedule.
 - H. On an individual basis, exceptions may be allowed so as to permit employees to use all of their TOWP as split TOWP days. Such exceptions will be considered only in cases of undue hardship.
6. The Employer may require that TOWP for illness or accidents be supported by proper medical evidence.
7. Return to Work after Time Off With Pay Due to Illness or Injury
- An employee whose illness or injury requires hospitalization or lasts five (5) consecutive workdays, cannot return to work without a work clearance from the Site Occupational Medical Provider.
8. Time Off with Pay Upon Termination
- A. An employee will be paid a lump sum at base salary rate for all unused TOWP accrued through the day of termination.
 - B. The effective date of termination cannot be extended through the use of accrued TOWP hours.

9. Time Off with Pay Upon Leave of Absence

- A. Prior to a leave of absence, the employee may take a partial cash out or a total cash out down to a zero (0) balance. Remaining accrued hours will be frozen. Hours in frozen accounts cannot be used during the leave; however, the remaining hours may be cashed out once to a zero (0) balance. The cash out rate while on leave will be the employee's base salary rate immediately prior to the leave.
- B. TOWP hours are not earned during the leave period. Hours will begin accruing on the day the employee returns to work full time.
- C. TOWP hours may be used to supplement short-term disability benefits up to one hundred (100%) percent of the full pay rate.
- D. The effective date of a leave will not be extended through the use of accrued TOWP hours.

10. Time Off With Pay Cash Out

During the periods of continuous service, eligible employees may request partial cash out of accrued TOWP hours.

- A. Employees will be allowed one (1) cash out in a calendar year, except in those cases when the employee is terminating.
- B. Employees may request cash out of accumulated TOWP; however, a reserve of at least one hundred twenty (120) hours must remain in the TOWP account.
- C. Maximum of one hundred twenty (120) hours may be cashed out per calendar year.
- D. The rate of cash out will be at the base salary at the time of cash out. Cash out will be in increments of one (1) hour.

ARTICLE X

JOINT LABOR MANAGEMENT COMMITTEE

1. The parties to this Agreement hereby recognize the necessity of communication and the elimination of disputes, misunderstandings, or applications of this Agreement that seriously impact the continuity of projects. To secure this end, it is hereby agreed that a Joint Labor Management Committee shall be established to be composed of the Employer and the Hanford Atomic Metal Trades Council (HAMTC), which shall meet as required and as mutually agreed. They shall bring up any practice which, in their opinion might lead to misunderstandings or disputes between the signatory parties.
2. The Director of Labor Relations and the President of the HAMTC shall jointly chair the Joint Labor Management Committee. The Employer and the HAMTC shall jointly coordinate Joint Labor Management Committee activities, develop procedures of operation, publish meeting agendas and issue minutes of each meeting. These meetings shall be held for discussion of various topics as they arise consistent with this Agreement.
3. The Joint Labor Management Committee shall not have the authority to modify, alter, amend or interpret the provisions of this Agreement.

ARTICLE XI

WORKERS' COMPENSATION

1. All Workers' Compensation claims filed that are currently receiving time loss payments prior to the ratification of this agreement shall be administered in accordance with Article XI of the 2013 Collective Bargaining Agreement.
2. The following shall be applicable to all new Workers' Compensation claims or claims that have been reopened after ratification of this agreement.

An employee who is on leave because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington shall receive time loss compensation in accordance with the Washington State laws for such compensation, as administered by the current Workers' Compensation Claims Administrator (WCCA).

In addition to payments from the State of Washington, an employee may be eligible for an additional "Disability Equalizer Benefit (DEB)".

The Employer will administratively calculate the employee's "net pay" while working and compare it to the time loss payments from the State.

The DEB will be provided to an employee if the employee's administratively calculated "net pay" while working is greater than the administratively calculated "net pay" while receiving time loss compensation.

This DEB will continue for up to a maximum of one hundred eighty (180) days per approved claim/injury and or occupational illness, or until such-disability payments from the State of Washington are ceased.

In calculating the time-loss benefit, the Employer will provide 12 months of pay data to the WCCA which includes all wages earned before taxes (e.g., base pay, overtime, shift differential, certification pay and corporate reimbursable pay) in accordance with state law. If the state were to revise its process for calculating (increase or reduce) the time loss payments, the Employer would continue to utilize the DEB process outlined below to calculate the injured worker's base pay. The employee may request their worker's compensation claim and DEB calculation data from the employer.

Based on the amount of overtime an employee works, the time-loss benefits can compare to the employee's regular base pay. Once you consider the time-loss in nontaxable income to the employee, the actual 'take home' pay while on time-loss may exceed the 'take home' pay while working.

Under the current process, the Employer pays the employee the difference in their base pay and the amount received as a time-loss benefit from WCCA. This process may allow for the employee to maintain current deductions for medical insurances and the Employer sponsored savings programs. This also allows the employee to receive the difference in the withheld

taxes, due to the time-loss benefit being non-taxable. In some cases, this difference can equate to several hundred dollars.

The employees will be provided the ability to receive ‘net pay’ compensation equal to their administratively calculated ‘net pay’ while working, and the ability to maintain current benefit deductions while receiving time-loss benefits from the WCCA.

Disability Equalizer Benefit (DEB)

Administratively calculated net pay while working will be determined by the following calculation.

Base Hourly Wage x 40 (hours), less deductions for medical, dental insurances, Employer sponsored savings plan contribution up to 5% maximum and Federal Income Tax (FIT) at 15% and Federal Income Contributions Act (FICA) at 7.65% [Social Security and Medicare]

Example: an employee earning \$30.38 an hour with a medical deduction of \$42.59 and a dental deduction of \$2.40 and contributing 5% (\$60.75) to the Employer sponsored savings plan.

\$30.376 x 40 (hrs) =	\$1,215.04
\$42.59 + \$2.40 + \$60.75* =	\$ 105.74 (less)
\$166.39 (FIT 15%)	\$ 166.39 (less)
\$ 89.51 (FICA 7.65%)	<u>\$ 89.51 (less)</u>
	\$ 853.39

Administratively calculated net pay while working = \$853.39

Administratively calculated net pay while receiving time-loss benefit from the WCCA will be determined by the following calculation:

Actual time-loss compensation amounts less deductions for medical insurance, dental insurances, Employer sponsored savings plan contribution up to 5% maximum.

Example: same employee as previous example, but receiving WCCA provided time-loss compensation of \$851.25, with medical deduction of \$42.59, ~~and~~ a dental deduction of \$2.40 and contributing 5% (\$60.75) to an Employer sponsored savings plan.

\$851.25
<u>\$105.74 (less) Total of all deductions</u>
\$745.51

Administratively calculated net of time-loss benefit = \$745.51

In this case, the administratively calculated net pay while working is more than the calculated net pay for time-loss compensation, a DEB of \$107.88 would be provided. Additionally, a tax adjustment of \$7.94 will be added to ensure net pay is equal.

$$\$853.39 - \$745.51 = \$107.88 + \$7.94 \text{ (tax adjustment)} = \$115.82 \text{ (Total DEB \& tax adjustment)}$$

Payroll will process the amount and appropriate taxes and savings contribution will be deducted. Any deductions not deducted will be placed into arrears (see Arrears Balances below). The employee will have the option to self-pay arrears monthly, pay when returned to work, or enter into a repayment agreement. The employee would retain any net pay after taxes and deductions are deducted from the DEB.

All court ordered deductions will take priority over health care and Employer sponsored savings plan deductions.

One of the priorities behind the DEB is to allow the employee the opportunity to maintain their contributions to the Employer sponsored savings plan, and receive the Employer match based on the employee contribution at the time of the occupational illness or injury.

To ensure this, the employee will have the option of making-up all missed savings contributions through additional contribution when returned to work. The Employer will contribute to the employee's Employer sponsored savings account up to the plan maximum, based on the employee's elected contribution percentage at the time of the illness or injury.

Plant Injury (PI)

Employees who are not receiving time-loss benefits from the WCCA and are absent from work in partial day increments, due to an occupational illness or injury, may charge up to four (4) hours per day, with prior approval, to the contract allowable absent code Plant Injury (PI) in the employee's timecard. Worker's compensation claims must be approved prior to PI time being utilized.

Additionally, based on the requirements of the State, occupational time-loss benefits are not provided for the first three days of illness or injury unless the absence extends for a minimum of 14 days. In these cases, PI time will be used for the time not covered by the time-loss benefits from the WCCA.

Example:

An employee is injured on Wednesday morning and is out of work Wednesday, Thursday and Friday. If the employee remains out of work for 14 consecutive days, the WCCA will provide time-loss benefits starting Wednesday. If the employee returns to work within 14 days, the first 3 days will be charged to PI time.

Case Management

- The Employer's workers' compensation POC will continue to work with the WCCA, State of Washington Department of Labor and Industries, the site occupational medical provider, DOE, management, and employees to ensure efficient case management strategies are in place.
- DEB will be limited to 180 days per qualifying event and/or claim.
- The Employer will continue to review all time-loss cases with the WCCA.
- The Employer will continue meetings with the WCCA and DOE to evaluate open cases.
- The Employer will continue to interface with employees and management on case progress and accommodating employee work restrictions.
- The Employer will continue to maintain close communications with the WCCA claims adjusters.

Arrears Balances

This provision applies only to employees that are receiving time-loss benefits from the State of Washington for Worker's Compensation.

- The employee will have the option to self-pay arrears while absent from work or pay arrears upon return to work under the following schedule:
 - 1) For arrears balances of two-hundred and fifty dollars (\$250) or less: Full payment deducted from the employee's first regular payroll advice or paycheck.
 - 2) For arrears balances over two-hundred fifty dollars (\$250): Weekly payroll deductions (medical, dental, union dues) until balance is paid in full. Payment schedule will be equal to, not to exceed, the amount of time the employee was absent from work receiving time loss benefits from the State of Washington for Workers' Compensation. The employee may also elect to pay the balance in weekly increments less than the amount of time the employee was absent from work.

ARTICLE XII

SENIORITY

1. HAMTC represented employees who have accumulated seniority with, HMIS, WRPS, CPCC and HLMI will continue to accumulate and retain accrued seniority.
2. Employees shall be listed in seniority groups as mutually agreed upon by the Council and the Employer. As new employees are hired, they will be placed in their respective groups. The seniority groups and the classifications in the various seniority groups are set forth in Appendix A (See Article XIX).
3. Force reduction and rehiring will be made only within each classification on the basis of seniority and ability to do the available work. If reductions in force are made, employees scheduled for layoff in each group may elect, on the basis of their seniority and subject to the conditions set forth in Appendix A, to take work, if available, in a lower rated classification within their own seniority group and those with the least seniority will be laid off.
4. Employees who are unable to perform work within their classification because of temporary or permanent physical disability as determined by the site occupational medical provider (SOMP), subject to the conditions set forth in Appendix A, may elect on the basis of seniority to take work, if available, in a lower rated classification within their own seniority group and those with the least seniority will be laid off, if necessary. Such temporarily or permanently disabled employees must be qualified to perform the available work and must meet the physical requirements of such jobs as determined by the SOMP.
5. In times of layoff, employees may not claim jobs in a higher rated classification within their own seniority group on the basis of seniority.
6. Seniority will be a major factor in upgrading to a higher classification in a seniority group, but ability will be given consideration, as the employee must be qualified to do the available work. Seniority and continuous service, as defined in Article XIII, do not apply to promotions to jobs outside the bargaining unit. For non-supervisory jobs, continuous service will be a major factor when considering bargaining unit candidates if all other qualifications are equal.
7. Employees in any seniority group who wish to be reassigned to another classification in a different seniority group, may file their request with Labor Relations and, as openings occur, they will be given consideration on the basis of their continuous service. Applicants for such reassignments must have satisfactory qualifications. The seniority of an employee so reassigned will continue in his former seniority group for a period of twelve (12) weeks, exclusive of any time he might be off the active payroll, unless he was reassigned due to a force reduction in his former classification, in which case the provisions of Section 12.A. of this Article will apply. During the twelve (12) week period, the reassigned employee may be returned to his former classification or a lower classification in his former seniority group, depending on his seniority in his former seniority group at the time if,

- A. The Employer finds the employee is not making satisfactory progress in his new classification; or
- B. The Employee requests that he be returned to his former seniority group.

If the employee is retained in the new classification beyond such twelve (12) week period, his seniority in his former seniority group shall be extinguished. In cases where the employee has been reassigned to a different seniority group, and remains in the new classification for more than twelve (12) weeks, his seniority in the new seniority group shall be the date of reassignment. Employees, except for those affected by a reduction of force, will not be considered for such reassignment more than once in a twelve (12) month period.

- 8. Employees new to the bargaining unit shall be considered probationary employees for nine (9) calendar months from date of hire exclusive of time they might be off the active payroll, during which time they will acquire no seniority credit; however, at the end of such period, if retained, they shall be placed on the seniority list and their seniority shall start from their date of assignment to the bargaining unit. The Council may represent such employees during the probationary period.
- 9. Employees who are promoted from the bargaining unit, will continue to accumulate seniority in their former seniority group for a period of six (6) months during which period the employer may send them back if they do not make satisfactory progress, or the employees may, during the six (6) month period, elect to return to their former seniority group (provided their seniority would entitle them to jobs in their former seniority group). If neither the Employer nor the employee elects to exercise this six (6) month option, the seniority of the employee shall be extinguished.

Employees who are upgraded from the bargaining unit will continue to accumulate seniority in their former seniority group provided that the employee does not exceed six (6) cumulative months outside the bargaining unit in any twenty-four (24) month period. Should the employee exceed six (6) cumulative months outside the bargaining unit in a twenty-four (24) month period, the employee's seniority shall be extinguished unless the Employer and the HAMTC Representative mutually agree to extend the six (6) month time limit.

- 10. The rights granted by Section 9 shall terminate for individuals who leave the employ of the Employer at the Hanford Plant.
- 11. Rehiring following a reduction of force shall be in the reverse order of layoff. Employees offered re-employment shall be notified by certified or registered letter, return receipt requested, and mailed to the last address on record in the Employer's Employment Office. If the employee does not report or give satisfactory explanation within two (2) weeks, seniority will be extinguished.

12.

- A. Seniority shall accumulate for periods not exceeding eighteen (18) months for employees having less than ten (10) years continuous service and not exceeding twenty-four (24) months for employees having ten (10) or more years continuous service, for absence due to reduction of force.
- B. Seniority shall accumulate for periods not exceeding eighteen (18) months for absences due to:
 - 1) Illness or
 - 2) Leave of Absence
- C. At the expiration of the applicable period seniority shall be extinguished. Individuals subsequently re-employed shall have no starting seniority.
- D. Seniority shall accumulate for periods not exceeding seventy-two (72) months for absences due to:
 - 1) Act as a Council Officer for the HAMTC.
 - 2) Act as a representative of any of the local unions composed at least in part of the Employer's employees and which are affiliates of the HAMTC.

13. Employees who have accepted a different job following their removal from their former classification and seniority group due to a force reduction shall accumulate seniority in their former craft or classification for a period not to exceed eighteen (18) months for employees having less than ten (10) years continuous service and not exceeding twenty-four (24) months for employees having ten (10) or more years continuous service. At the expiration of the applicable period, their seniority in their former craft or classification may be extinguished.

14. Employees within a single seniority group with multiple classifications who have elected to bump down to a lower classification within their seniority group shall not have their seniority extinguished. There are no time limits on movement back to their former classification.

15. Employees who return from leave of absence will be given re-employment on the basis of their accumulated seniority provided that reductions in force have not removed all employees with equal or less seniority in their seniority group. Reinstatement will be in their former seniority group at the going rate at the time of their return.

16. Seniority shall accumulate, as provided by Federal Laws, for absences due to Military Service.
17. Notwithstanding anything herein to the contrary, an employee may retire at his or her option as provided in the Amended Hanford Contractors Multi-Employer Defined Benefit Pension Plan for Council Represented Employees.
18. This Agreement shall continue to be applicable to retired employees who may be returned to active employment at the Hanford Plant on a temporary basis.

19. Employees with Identical Seniority Dates

When employees have identical seniority dates, continuity of service will serve to break “ties” in seniority date, and the “senior” employee will be the one with the earliest continuity of service date.

In cases where a “tie” continues to exist after the application of the continuity of service principle, the “senior” employee will be the one with the earliest birth date.

20. Restoration of Seniority

Notwithstanding the provisions of Section 12 (b) and (c), should an individual be returned by the Employer to his former classification from Long-Term Disability under the provisions of the Employer’s insurance plan or Workers’ Compensation, such individual will be credited with his full seniority, as determined by the rules set forth in the above sections of this Article.

ARTICLE XIII

CONTINUITY OF SERVICE

1. HAMTC represented employees who have accrued service credits with CPCC, WRPS, HLMI, and HMIS will continue to accrue service credits.
2. Definition of Terms
 - A. "Continuity of Service" designates the status of an employee who has service credits totaling fifty-two (52) or more weeks.
 - B. "Service Credits" are credits for periods during which the employee is actually at work for the Hanford Plant or for periods of absence for which credit is granted. (As provided in Section 4.)
 - C. "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period), computed by subtracting the date following the last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
 - D. "Illness" shall include pregnancy.
 - E. "Continuous Service" designates the length of each employee's continuity of service and shall equal the total service credits of an employee who has "continuity of service."
3. Loss of Service Credits and Continuity of Service

Service credits previously accumulated and continuity of service, if any, will be lost whenever the employee:

 - A. Quits, resigns, or is discharged.
 - B. Is absent from work because of no call or no show for more than seven (7) consecutive days without satisfactory explanation.
 - C. Is absent from work because of personal illness or accident and fails to keep his supervisor notified monthly stating the probable date of his return to work. In cases of pregnancy, the first such notification must be given no later than eight (8) weeks after end of pregnancy.
 - D. Is notified within a year from date of layoff for lack of work that he may return but fails to return or to give satisfactory explanation within two (2) weeks.
 - E. Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Employer.

- F. Is absent from work for a continuous period of more than one (1) year for any reason other than a leave of absence granted in advance.

The service record of each employee laid off and re-employed after layoff for lack of work, will be reviewed by the Employer at the time of his re-employment in each case, such employee will be notified as to his service credits and continuity of service if any. If the Employer re-employs an employee who lost service credits and continuity of service because of layoff due to lack of work for more than one (1) year, such employee shall have such service credits and continuity of service automatically restored if such layoff did not exceed five (5) years and if his continuous service at the time of his layoff was greater than the total length of such layoff. Individuals subsequently re-employed who do not meet the requirement to restore service credits and continuity of service, shall be considered a new employee.

4. Service Credits

Service Credits for each employee shall be granted for the periods during which the employee is actually at work for the Employer and for absences as follows;

- A. Employees without continuity of service who lose time due to a compensable accident will receive service credits for such lost time up to a maximum of three (3) months. For all other absences of two (2) weeks or less, such employee will receive service credits, but if absent more than two (2) weeks, no service credits will be allowed for any part of such absence.
- B. Employees with continuity of service, if absent on account of illness, accident or layoff, will receive service credits for any absence of six (6) months or less. Where any such absences exceed six (6) months, no service credits will be allowed for the excess time. However, where the absence of such an employee is due to a compensable accident, and where the employee is re-employed without loss of continuity of service, service credits will be restored for the period of his absence in excess of six (6) months up to a maximum of six (6) additional months. For all other absences of two (2) weeks or less, such employees will receive service credits, but if absence is longer than two (2) weeks no service credits will be allowed for any part of such absence.

If an employee who has lost prior service credits or continuity of service is re-employed, he shall be considered a new employee and will not receive service credits (unless all or part of prior credits are restored) for any time prior to the date of such reemployment.

- C. Notwithstanding the above provisions, a person who is returned to work directly from an absence of greater than one year that is classified by the State of Washington as a compensable disability absence will have prior service credits, as well as service credits for the first twelve (12) months of absence, restored. Up to an additional twelve (12) months of service credit may be granted upon approval of the President of the Employer or the designated representative.
- D. Employees that are absent under the Family Medical Leave Act (FMLA) and the Paid Family Medical Leave (PFML) programs, either with or without pay, may be absent without deduction of service credits.

ARTICLE XIV

GENERAL PROVISIONS

1. This Agreement and Hanford Multi-Company Pension and Insurance Plans are in full settlement of all issues covered in the collective bargaining negotiations between the parties preceding the execution of this Agreement.
2. This Agreement and Hanford Multi-Company Pension and Insurance Plans represent the complete understanding of the parties and any practice, term or condition not expressly contained herein need not be recognized.

ARTICLE XV

LEAVE OF ABSENCE AND MILITARY LEAVE

1. Employees with at least one (1) year of continuous service may be granted leave of absence, without pay, for compelling personal reasons except employment elsewhere, for a period of three (3) months or less, upon the approval of the Employer and provided that written notice is given at least thirty (30) days prior to the beginning of the leave of absence. Inability to give a thirty (30) day written notice will be given consideration on a case-by-case basis. In cases of emergency, employees with less than one (1) year of continuous service will be considered.
2. Requests for a longer period, up to one (1) year will receive consideration.
3. Further, upon request of the Council, an employee with at least one (1) year of continuous service will be granted leave of absence without pay, to act as a Council officer or as a business representative of any of the local unions composed at least in part of the Employer's employees, and which are affiliates of the Hanford Atomic Metal Trades Council. Requests for extension will be granted; however, the total absence will not exceed six (6) years.
4. Time out on account of leave of absence will be deducted in computing continuous service. It will not be deducted in computing seniority, as defined in Article XII.
5. Employees on approved leave of absences may retain their group insurance by paying premiums in accordance with the group plan. However, weekly sickness and accident insurance will be continued only for the period, for which the premium has been paid in advance, with a maximum period of not more than thirty-one (31) days.

Military Service

6. Both parties shall abide by and comply with all legal requirements applying to the re-employment of employees who enter the Armed Forces of the United States.

Military Pay Differential

7. It is the policy of the Employer to recognize employee obligations to perform temporary or short-term military duty such as summer training for reservists. To the extent practicable and consistent with an orderly prosecution of the work, employees will be granted absences from work to fulfill such military obligations and will receive allowance as provided herein below.
8. Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short-term military duty, shall be granted a military pay differential for up to thirteen (13) working days during which he is absent in a calendar year. There will be no deduction of service credits or seniority for these absences. Such military pay differential shall be the amount by which the employee's normal salary, calculated on the basis of

workweek up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from the Federal or State Government. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.

9. Employees who have less than fifty-two (52) weeks of service credits may also be absent for the reason and time period set forth above without deduction of service credits or seniority for such absence but shall not be eligible for the military pay differential.
10. An employee may not receive a vacation pay allowance and a military pay differential for the same time period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in temporary or short-term military duty does not coincide with such vacation, but not exceeding the maximum specified above.
11. Employees with fifty-two (52) more weeks of service credits who are members of the National Guard or Reserve components may be called out by the President or Governor(s) for emergency and/or active duty. A military pay differential shall be granted for up to five (5) working days per emergency situation to employees called out for such duty. In the event of an extended deployment, such cases will be reviewed for consideration of extended payments. There will be no deduction of service credits or seniority for these absences. The military pay differential will be calculated as set forth in Section eight (8) of this Article.

ARTICLE XVI

WORK CONTRACTED OUTSIDE

1. The Employer intends to maintain a work force consistent with scheduled requirements, and under those conditions, to make every effort, consistent with the Tank Operations Contract, to provide regular employment for its bargaining unit employees before work is contracted outside. When services covered by Hanford Atomic Metal Trades Council (HAMTC) certifications are not to be performed by the Employer, or another HAMTC represented Employer, the work must be processed through the turndown procedure identified in paragraph 2 below.
2. The Employer will notify the Council President in writing of any work to be contracted out with the exception of work covered by the Davis-Bacon Act. Such discussions are to provide an opportunity to agree with the Employer's decision or submit alternate methods to perform the work utilizing HAMTC represented employees (reference Attachment F). Any proposed alternative methods are to be provided not later than the end of the fifth workday following the day the initial discussion was held. The final decision regarding work contracted out will remain with the Employer.
3. Both parties recognize that concerns related to the Work Turndown process can best be avoided by periodic discussions, which will provide the basis for the Employer and the HAMTC to work for innovative and appropriate ways to accomplish the Hanford cleanup.

ARTICLE XVII

GRIEVANCE PROCEDURE

1. The Employer shall recognize a Council Grievance Committee, not to exceed one for each affiliate unless changed by mutual agreement. The Council Grievance Committee will function at Step 2 of the grievance procedure.
2. The grievance procedure shall be used for the purpose of settling claims and disputes on all matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims or disputes involve the interpretation or application of this Agreement. The grievant will not suffer loss of pay while processing a grievance through the following steps. Grievances shall be processed in the following manner:

PRE-GRIEVANCE ORAL DISCUSSION

Any employee or group of employees having a grievance shall take the matter up with the appropriate Steward who shall attempt to adjust the matter consistent with the terms of this Agreement with the aggrieved employee's immediate manager.

If the Council wishes to grieve the actions of another facility/company and there are no stewards in that location, the Site Project Steward or appropriate Chief Steward will present the grievance to the appropriate manager of that facility/company. Labor Relations personnel will facilitate a meeting with the appropriate steward and the manager involved in the alleged violation. The Company recognizes the Grievant's right to attend, at the employee's request, if the Grievant is in an active employee status. If the Grievant is not in an active status, then the Grievant attends the meeting voluntarily and in an unpaid status.

STEP 1

If not settled satisfactorily in the Pre-Grievance Oral Discussion, the grievance will be reduced to writing and shall be given to a Union Steward of the craft involved, who shall file it directly with the Employer involved with the alleged violation. Within ten (10) days a meeting shall occur with the appropriate union steward, the appropriate manager, and a Labor Relations Representative to address the matter. The Company recognizes the Grievant's right to attend, at the employee's request, if the Grievant is in an active employee status. If the Grievant is not in an active status, then the Grievant attends the meeting voluntarily and in an unpaid status.

The manager will give a reply in writing within five (5) days after such meeting. Copies of grievance answers at Step 1 will be delivered or sent electronically within five (5) days after being signed by both parties to the Council, and the appropriate Chief Steward by Labor Relations.

STEP 2

If not satisfactorily settled at Step 1, the written grievance shall be referred to the Council Grievance Committee, which will schedule a Step 2 meeting on a monthly basis for discussion of unresolved grievances with Employer representatives. The Council shall advise the Employer regarding the grievance to be presented no later than the 3rd Wednesday of the month. The Employer shall deliver or send electronically its answer to the Council within ten (10) days after completion of discussions of any grievance.

3. If no agreement is reached, the dispute may be referred to arbitration in accordance with Article XVIII. If arbitrability of the dispute is in question, the Arbitrator shall first decide this issue by bench decision before hearing the rest of the dispute.
4. A grievance of a general nature may be presented as a General Grievance at Step 2 by either the Council or Employer representatives. In either case, ten (10) days' notice will be given, except in cases of emergency.
5. Any grievance not taken up within ten (10) days after the occurrence of the grievance cannot be processed through the grievance procedure. A grievance that has been processed at Step 1 shall be considered settled without prejudice if the grievance is not scheduled at Step 2 in the above procedure within ten (10) days after the Step 1 answer was given.
6. All time limits noted in this Article are exclusive of Fridays, Saturdays, Sundays, and facility closure days and can be extended by mutual agreement of the parties.
7. The parties understand that the grievance procedure with all requirements and limitations is equally available to both parties, labor and management.
8. It is understood that no government security information shall be set forth in any grievance procedure reports.
9. All grievances filed and requested for arbitration after ratification of this Agreement must have arbitrators chosen and scheduled within six (6) calendar months after the request for arbitration has been submitted.

ARTICLE XVIII

ARBITRATION

1. Any grievance, which remains unsettled after having been fully processed pursuant to the Grievance Procedure, may be taken to arbitration, by request of either party, within sixty (60) days after the Step 2 answer has been rendered.
2. The Arbitrator shall not have the authority to add to, disregard, or to modify any of the terms of this Agreement, including salary rates, benefit plans or job classifications.

Additionally, the Arbitrator shall not have the authority to review, revoke, modify or enter any award with respect to the discharge of an employee within their probationary period as specified in Article XII, Section 8.

3. Within ten (10) days after either party notifies the other of its desire for arbitration, as provided herein, either party may request the Federal Mediation and Conciliation Service, or its successor, in writing, to submit a list of not less than five (5) arbitrators from which the Council and the Employer shall strike off the names on the list who are not acceptable and shall indicate the order of preference of those remaining. In the event all names are stricken from the list the Council and the Employer shall, within ten (10) days of such action, request the Federal Mediation and Conciliation Service, or its successor, to submit a second list of not less than five (5) arbitrators and the above procedure shall be followed.
4. All time limits noted in this article are exclusive of Fridays, Saturdays, Sundays, and facility closure days. They can be extended by mutual agreement of the parties.
5. Each party shall bear its respective expenses, and the expenses and fee of the Arbitrator shall be shared equally by the Council and the Employer.
6. In the event a dispute should arise involving any classified information, the Arbitrator's must have a security clearance as required by the Department of Energy.
7. It is understood that no information that is proprietary or business sensitive to the Employer or to a sponsor of work at the Hanford Plant will be utilized or disclosed in the arbitration process unless all persons including Arbitrators, involved in the arbitration process who are not employees of the Employer have first executed an agreement in the form attached hereto as Attachment "G", and entitled "Intellectual Property Agreement" which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
8. Cost of official transcripts of arbitration proceedings shall be at the expense of the requesting party, which shall include a copy furnished to the other party and the Arbitrator.

ARTICLE XIX

WAGE AND SHIFT PREMIUM

1. Appendix A, attached hereto, contains wage scales, seniority groups, job classifications in the various seniority groups and lines of progression for each classification group as mutually agreed upon by the Employer and the Council, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
2. Employees will be placed on the progression scales at the appropriate rate of pay for their assigned classification and their rates will increase with the progression scale for their classification as set forth in, and in accordance with the provisions of Appendix A, effective as of the date of this Agreement.
3. The pay period for HAMTC represented employees shall be on a weekly basis. The Employer will endeavor to pay all wages earned during a pay period on the Friday immediately following the weekly pay period.
4. An employee may be “detailed” to a higher rated job classification and a higher rate for a period of one (1) day, on the basis of the rules of transfer, if fully qualified, and assigned to and given the full responsibility of the higher rated job for the full day.
5. Only employees qualified to perform the higher rated job and who, in most cases, are on top of the progression schedule in their present classification will be given the full responsibility of temporary assignment to a higher rated job. All other factors being equal, detailing will be assigned according to seniority. Detailing will be divided as equally as practicable among employees having the same seniority date.
6. General Wage Increase
 - A. Retroactive to November 14, 2022, contingent upon ratification, Appendix A Wage Scale will be amended to reflect a general wage increase of seven percent (7%) to each employee’s paid wage rate and new progression schedules, job classifications and wage scales, excluding shift differential or overtime premiums. *
 - *Not included in this booklet.
 - B. Effective November 13, 2023, a general wage increase of four and one-half percent (4.5%) will be added to each employee’s paid wage rate.
 - C. Effective November 11, 2024, a general wage increase of three and one-half percent (3.5%) will be added to each employee’s paid wage rate.
 - D. The parties agree that beginning June 3, 2024, for a period of sixty (60) days thereafter, this contract will be reopened for the limited purposes of negotiating wage rates to be effective November 17, 2025 and November 16, 2026 and health plan items (excluding pension and savings plan) for 2025, 2026 and 2027.

If at the end of the sixty (60) day period, which expires August 5, 2024, the parties do agree upon new items and conditions for wage rates in November 17, 2025 and November 16, 2026 and benefit plan changes in 2025, 2026 and 2027, the contract will continue until November 10, 2027.

If at the end of the sixty (60) day period which expires August 5, 2024, the parties have failed to agree upon new terms and conditions for wage rates in November 17, 2025 and November 16, 2026 and benefit plan changes in 2025, 2026 and 2027, the contract will end November 10, 2025.

7. Shift Premium

Employees who are assigned to and work on any day on a recognized shift which is scheduled to start before 5:00 a.m. or end after 6:00 p.m. will receive a shift differential of \$1.50 per hour while working such shifts.

Employees who start work prior to the start of the shift to which they are assigned and continue to work into the assigned shift will be paid shift differential, if applicable to the assigned shift, computed at the applicable rate for all hours worked.

Employees who are held over from the shift to which they are assigned will be paid shift differential, if applicable to the assigned shift, computed at the applicable overtime rate for all hours worked.

8. Upon ratification by the HAMTC membership by July 31, 2023, all regular full-time employees on the payroll at the time of ratification shall be eligible for a retroactive payment in accordance with 6.A above, less applicable legal withholdings. The term "regular full-time employees" shall include active employees on the payroll. Employees receiving payment from the Company due to occupational injury or illness, on Short-Term Disability or on Military leave will receive payment upon return to work.

ARTICLE XX

BENEFITS

1. The following benefit plans and their general administrative rules are listed in an Insurance, Pension and Savings Agreement that has been agreed to by the Parties and is included in this Agreement (Attachment B):

- A. Insurance Plan (Includes Medical, Life, Accidental Death and Short-term Disability)
- B. Pension
- C. Savings
- D. Personal Accident
- E. Long-term Disability
- F. Dependent Life Insurance
- G. Dental Plans
- H. Vision Care
- I. Travel Accident

2. Health Insurance Employee Contributions

The contributions for employees for the medical, vision and dental plans are contained in Attachment L.

The overview of the medical and dental designs provisions are contained in Attachment K.

There will be an annual enrollment notification process and enrollment will be in a manner provided by the Employer.

3. Hanford Employee Welfare Trust (HEWT) Committee and Pension/Savings Committee

The Employer agrees to have one (1) HAMTC representative participate as a non-voting participant in the HEWT covering medical plans and one (1) HAMTC representative participate as a non-voting participant in the Pension/Savings Committee.

4. Health Care Savings Initiative

The Employer and HAMTC will continue a Health Care Committee comprised of a Hanford Employee Welfare Trust (HEWT) Benefits Plan Representative, a HEWT Financial Representative, a Labor Relations Representative and three (3) HAMTC representatives. This Committee will explore current medical/dental utilization rates with the goal of identifying areas where cost savings could potentially be recognized through increased communication of plan design/features. If an area is identified, the Committee will decide the appropriate medium and timing for communicating the health/dental information to Plan participants.

5. Savings Plan

Employees will be allowed to increase their pre-tax contributions to the maximum permitted by statute and Employee Retirement Income Security Act regulations. Employer contributions shall remain unchanged.

6. Short-Term Disability

The Employer will provide the following Short-Term Disability (STD) program:

- A. A Short-term Disability (STD) Insurance plan, which pays benefits for absences due to disability, which will be equal to sixty (60%) percent of the employee's base pay rate, which is in effect on the date, the disability begins. STD payments begin on the eighth (8th) calendar day of disability and can continue through the one hundred eightieth (180th) day of disability.

The cost of the STD premium will be equally split between the employee and the Employer.

- B. Employees who are on the active rolls on January 1, 1998, will be eligible for Employer-paid salary continuance, which can be used to supplement STD payments up to one hundred (100%) percent of base pay. Employees added to the active rolls on or after January 1, 1998, will not have salary continuance available to them.

Salary continuance can be used only to supplement approved STD payments and cannot be used for other purposes. Unused salary continuance cannot be cashed out at any time.

The amount of salary continuance available will be determined based on the employee's service as of January 1, 1998, as follows:

- 1) Twenty (20) days for the employee's first full year of service plus two (2) days for each full year of service thereafter through December 31, 1997.
 - 2) There will be no further accumulation of salary continuance days after December 31, 1997. Salary continuance hours used after that date to supplement STD will not be restored.
- C. TOWP can be used to supplement STD payments to one hundred (100%) percent of pay.
- D. Medical, dental and life insurance benefits can continue during the short-term disability period provided the employee continues to pay the required employee premiums.

- E. The process for payment of short-term disability (STD) was modified effective October 7, 2002.
- The current provision for the use of TOWP/PTB during the first seven (7) calendar days continues.
 - If an employee is disabled from the eighth (8th) calendar day through the thirty-fifth (35th) calendar day STD will be authorized by a Benefits representative based on a completed physician form.
 - If an employee is disabled from the thirty-sixth (36th) day through the one-hundred-eightieth (180th) calendar day, STD will be authorized by the third-party insurance administrator.
 - The Employer retains the right to request additional information so as to determine eligibility for benefits based on plan provisions.
 - Plan provisions shall apply for determination of eligibility for STD benefits.

For Employees returning to work, the following provisions will apply:

- Employees must be evaluated by the site occupational medical contractor for return to work. In the event that an employee who is on approved STD and is cleared to work by the employee's private physician and is not returned to work either by the site occupational contractor or by the Employer because it is unable to accommodate medical restrictions required by the site occupational medical contractor, the employee shall continue to receive disability payments, subject to plan provisions, until they are cleared to return to work.

7. Additional amendments/provisions to the HEWT Medical and Dental Plans

- A. For Kaiser Permanente and United Healthcare medical insurance plans, eligible dependent children are those under the age of 26 provided they are not in the active military.
- B. For the Willamette Dental insurance plan, eligible dependent children are those under the age of 26 provided they are not in the active military.
- C. For the Delta Dental of Washington insurance plan, eligible dependent children are unmarried children under the age of 23 if the employee provides over 50 percent of their support and maintenance and provided they are not in the active military, employed full-time or eligible for any other group health benefits through their employer.

- D. Disabled children of all employees may continue coverage if certified disabled prior to the limiting age as listed above.
- E. Upon the death of an active employee, the surviving dependents are eligible to receive continued medical and dental coverage for a period of three months at no cost to the survivors.

ARTICLE XXI

APPRENTICES

1. The Apprenticeship Program jointly administered by the Employer and the Council in accordance with the Standards of Apprenticeship, as approved by the Washington State Apprenticeship Council, shall be continued during the term of this Agreement. By mutual agreement, the parties will determine the staffing needs of the program.
2. It is understood by the parties that there are no requirements that the Employer hire any person or transfer any employee solely to participate in the Program. It is further understood that this entire Apprenticeship Program and all collateral agreements will expire on the termination of this Contract, unless the Employer and the Council mutually agree to an extension of the Program.
3. An apprentice enrolled in the WRPS Joint Apprenticeship Training Council (WRPS-JATC) Apprenticeship Program cannot be displaced by a journeyman unless so stipulated within the Standards of Apprenticeship.
4. The parties have agreed that there will be no more than approximately* one (1) apprentice for five (5) journeymen in any craft-type seniority group. It is understood that the ratio may not be maintained during a period of staffing a new facility.
5. Employees in the WRPS-JATC Apprenticeship Program may be displaced at the time they complete their apprenticeship program provided the displacing employee was in the same classification as the Apprentice and the displacing employee had greater seniority than the Apprentice when the reduction of force actually occurred.

*The term "approximately" recognizes the day-to-day variations in these ratios, which may occur.

ARTICLE XXII

SEPARATION PAY ALLOWANCE

1. The intent of this Article is not to reduce any previously accrued separation pay benefits at the time of the transfer to the Employer.

2. General

An employee of the Employer with one (1) or more years of continuous service will, in accordance with the provisions hereinafter set forth, have available a separation pay allowance for use in event of layoff for lack of work from the Hanford Site.

3. Computation of Separation Pay Allowance

The allowance shall be computed on the basis of one (1) week's pay for each of the employee's full years of continuous service as defined in Article XIII plus one-quarter (1/4) of a week's pay for each additional three (3) months of continuous service at the time of layoff. A "week's pay" shall be the employee's normal straight time salary for a forty (40) hour work week (excluding shift differential and overtime) in effect at the time of layoff. The maximum amount of separation pay under this formula is twenty (20) weeks.

4. An eligible employee laid off for lack of work by the Employer will be paid the separation pay allowance for which he is eligible subject to the following conditions:

A. The Employer will determine at the time of layoff if the separation is expected to exceed six (6) months, hereinafter referred to as "permanent layoff."

B. At the time of permanent layoff, an employee will be given the option of:

- 1) Receiving his separation pay allowance in a lump sum at the time of layoff, or
- 2) Not receiving the separation pay allowance until six (6) months have elapsed, at which time the allowance will be paid in a lump sum.

In the event an employee elects option B1 above, they will agree at the time of layoff that if the employee is offered re-employment in their former job classification within six (6) months after layoff, the employee will repay to the Employer within one (1) year from the date of re-employment the total amount of the allowance paid to the employee under option B1. If the employee fails to repay the total allowance during the specified time period, and notwithstanding any other provision of this Agreement, all service and seniority credits previously accumulated and continuity of service will be extinguished, and the employee will not be eligible to accrue new separation pay credits until the employee has worked for the Employer from the date of his re-employment for a period of time equal to the period the employee had previously

worked to accumulate the separation pay credits for which the employee was eligible at the time of his layoff.

- C. An employee will not be regarded as having been given a permanent layoff if the Employer determines at the time of separation that the layoff is not expected to exceed six (6) months. Under this condition, the employee will be given the option of:
- 1) Receiving after one month in layoff status one-sixth (1/6) of the separation pay allowance for which he is eligible, and one-sixth (1/6) each month thereafter until he has been offered re-employment in his former job classification, or until the full allowance has been paid: or
 - 2) Not receiving any separation pay allowance until six (6) months have elapsed, at which time the allowance will be paid him in a lump sum.

In the event an employee elects option C1 above, they will agree at the time of layoff that if they are offered re-employment in their former job classification within six (6) months after layoff, the employee will repay to the Employer within one (1) year from the date of re-employment, the total amount of the allowance paid them under this option C1. If the employee fails to repay the total allowance during the specified time period, and notwithstanding any other provisions of this Agreement, all service and seniority credits previously accumulated and continuity of service will be extinguished, and the employee will not be eligible to accrue new separation pay credits until they shall have worked for the Employer from the date of their re-employment for a period equal to the period the employee had previously worked to accumulate the separation pay credits for which they were eligible at the time of their layoff.

- D. An employee who has received the full separation pay allowance for which the employee was eligible in accordance with B or C above, and who is re-employed in their former job classification after having been in layoff status in excess of six (6) months will be afforded seniority and service credits as provided in Articles XII and XIII of this Agreement. Such an employee will not be expected to repay the separation pay allowance, and will be eligible to accrue new separation pay credits upon completion of one (1) year of continuous service from the day of his re-employment. Upon completion of this minimum service period, new separation pay credits will accrue on the same basis as set forth in Section 3 above up to a maximum of twenty (20) weeks total separation pay credits which includes credit for one (1) year minimum service period.
- E. Eligibility for separation pay allowance will automatically expire for employees who leave the employment of the Employer at the Hanford Site.

F. In the event that responsibility for operations by the Employer is assumed by another contractor or Government agency, employees who are transferred to the employment of, or who are offered employment at positions of comparable responsibility by such contractor or Government agency, which employment will commence within thirty (30) days after the employee is terminated or laid off by the Employer, shall not be considered as laid off or terminated for the purposes of this Article.

5. Other

A. The provisions of this Article shall not be applicable where the Employer decides to close a Hanford Site location or an operation or layoff an employee because of the Employer's inability to carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by employees. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference or interruption.

B. A grievance arising under this Article may be processed in accordance with the grievance procedures set forth in Article XVII. However, no matter of controversy concerning the provisions of this Article, the interpretation or application thereof shall be subject to arbitration under the provisions of Article XVIII hereof, except by mutual agreement.

ARTICLE XXIII

NO STRIKE CLAUSE

1. There shall be no slowdowns, work stoppages, strikes, sympathy strikes, or picketing of any kind of the Employer on or near the site of, or related to work covered by this Agreement. The Council will make every good faith effort to avert or end any actual or threatened strike in violation of this Article.
2. The Employer agrees not to lock out employees represented by the Council on work covered by this Agreement. The term lockout does not include discharge for cause or layoff.
3. The Employer and its subcontractors will not cause bargaining unit employees to be assigned to any other contractor at the Hanford Site to replace the employees of such other contractor while that contractor is being subjected to strike action by a bonafide labor organization.

ARTICLE XXIV

LABOR ASSETS MANAGEMENT PROGRAM (LAMP)

1. The transfer of /HAMTC represented employees to, Washington River Protection Solutions, Central Plateau Cleanup Company, Hanford Mission Integration Solutions, and Hanford Laboratory Management and Integration will occur in accordance with this Article.
2. All active HAMTC represented employees shall be assigned to perform work in their regular job classification for the Company or assigned to one of the major subcontractors, subcontractors or affiliates of the Company. Employees are subject to work assignments as necessary to meet the needs of the business; however, insofar as practical the Company will be responsive to future work assignment preferences of the employees. Duration of or changes in work assignments shall be administered pursuant to the Labor Assets Management Program (LAMP).
3. Employees may be reassigned from one supervisory work group to another within the company to most effectively accomplish work needs. Barring special circumstances, volunteers from the affected supervisory work group that the reassignment will initiate from will be solicited and the senior employee will be selected. If no volunteers exist, the junior employee in the supervisory work group will be assigned.

FILLING ASSIGNMENT VACANCIES AND JOB OPENINGS

1. Prior to an open requisition being filled, an internal only “Notice of Opening” shall be posted by way of the site-wide intranet. A notice will be sent to the HAMTC business office. This will start a ten (10) day calendar window of opportunity for employees in the affected seniority group to submit a Request for Reassignment (RFR) to the Company’s Labor Assets Coordinator. The most senior employee submitting an RFR will then be assigned/transferred to the opening, providing he has been on his present assignment for at least thirty-two (32) months after being trained and has at least three (3) years seniority.
2. Employees with at least 10 years seniority may submit an RFR provided he has been on his current assignment and trained for 24 months.
3. If submitting an RFR to transfer out of classification, employee must be on their present assignment for at least 24 months after being trained and have at least 3 years seniority.
 - A. Employees will be selected according to the rules of seniority. Exceptions may occur for reasons such as health and safety of the employees, last chance disciplinary letters, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification and circumstances of individual hardship to the employee.

- B. An individual who is selected for the open position will be moved to the new work location within thirty (30) calendar days. Exceptions must be approved by the Manager of Labor Relations, who will also provide written justification for the delay to HAMTC. Not to exceed 30 calendar days.
 - C. Staff the backfill (one only) with the most senior employee's RFR within the Central Plateau Cleanup Company, Washington River Protection Solutions, Hanford Mission Integration Solutions or Hanford Laboratory Management and Integration.
 - D. The thirty-two (32) month trained requirement is not applicable if an employee has been involuntarily reassigned and/or excessed and exercises his right to LAMP within the first twelve months of reassignment or if mutually agreed upon by both parties.
4. If there is a Declaration of Excess:
- A. A copy of the Declaration of Excess will be provided to the Council President.
 - B. Excess of Position:
 - 1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
 - 2) The employee identified in 1) above shall bump/displace the least senior employee in the classification across CPCCo, HMIS, WRPS, and HLMI.
 - C. Excess of Position with other openings in Excessed classification:
 - 1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
 - 2) The excessed employee and the most senior employee who has put in a bid for a vacancy will be handled as follows:
 - a) If the excess employee is the most senior the open position is filled.
 - b) If the employee having submitted an RFR is most senior, he will be moved to the vacant job opening. The employee identified for excess will be assigned to the backfill and the process is ended.
 - 3) If the opening has not been filled by an employee's RFR or excess employee, the most senior qualified employee on the recall list will fill the position.
 - 4) Persons in layoff status, if qualified, will be the first recruitment source for job openings, including entry level that might develop.

- 5) Candidates as referenced in Article XXV, Miscellaneous Conditions, Section 8, Recruitment Sources will be considered.
- 6) Consideration will be given to employees who have requested a reassignment from their current seniority group to another classification in a different seniority group, as described in Article XII, Seniority, Section 7.
- 7) After the above provisions have been exhausted, the Company may hire from the outside.

PROBATIONARY EMPLOYEES

Employees who are in the probationary period are not eligible for voluntary reassignment.

TEMPORARY REASSIGNMENT

1. The needs of the Company may warrant that a certain work scope is of a nature that requires the expeditious mobilization of crafts to temporarily support or supplement the existing workforce of a project. When rush needs are identified, the Labor Relations organization will determine, with management, the availability of crafts for temporary reassignment to perform the work.
2. Assignment of an employee from one supervisory work group to another for a period of ninety (90) working days or less is considered a “temporary reassignment”. Temporary assignments are limited to ninety (90) cumulative days within a twelve (12) month period and may be extended upon mutual agreement between both parties. As a general guideline, management will assign employees for such assignment based on the following:
 - A. Volunteers.
 - B. Lacking volunteers, the least senior employee within the supervisory work group.
3. Health and Safety of the employees, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, circumstances of individual hardship to the employee, and other factors may preclude rigid adherence to the least senior employee being assigned.

ARTICLE XXV

MISCELLANEOUS CONDITIONS

1. The Employer reserves the right to establish and modify jobsite work rules. The parties hereto agree to comply with all security requirements and site access rules established by DOE. All jobsite work rules shall be posted in appropriate locations.

2. The working leader classification may be established for each seniority group. A working leader is responsible for taking the lead and providing direction to other workers in the group while performing the same duties as performed by the work group. Duties to include instructing members of the group as well as doing specific assigned duties such as keeping records, controlling processes or projects in a manner outlined by management. The need for working leader and the duration in which the employee is classified as a working leader will be dependent upon the work to be performed. Management will have the sole responsibility to determine if the work to be performed requires a working leader and the number of working leaders. Job functions include utilizing appropriate safety precautions at all times including good housekeeping, and is responsible for functionally directing the work group. The employee(s) to be selected and to be retained in this job classification must demonstrate overall job and plant knowledge and have the added ability to lead and direct other employees. All requirements being equal, seniority will be a factor used to determine the selection.

Working leaders will be paid five percent (5%) above the employee's current rate of pay unless otherwise noted in Appendix A. Employees below their journeyman classification rate will receive five percent (5%) above their current step progression rate. Temporarily assigned working leaders will receive working leader pay for all hours worked while upgraded. The Working Leader classification is not treated as a higher classification for purposes of seniority.

3. Employees will be at the place of work designated by the Employer at the starting time and shall remain at their place of work until quitting time.

4. Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. Locker and showers will be provided and an adequate time will be given to utilize these facilities. These facilities shall be adequately heated and cooled, and shall not be used for storing supplies, tools, or equipment.

5. Trading Days of Rest in Order to Connect such Days with Vacation

It is recognized that employees working the day shift have been allowed to "trade" days off with an employee of the same classification and on the same shift in order to (a) extend their vacation by one (1) day, or (b) allow for the flexibility in determining their first scheduled day of rest during that week, for their personal convenience.

It is not the desire of the Employer to disturb this arrangement, with respect to its employees represented by the Council, subject to the following conditions:

- A. A “trade” of scheduled days off will automatically revise the days-off schedule for the individuals involved and the revised schedule will be utilized in computing overtime or premium pay for the week in question.
- B. Any trade of Days of Rest will not create additional overtime costs to the Employer.
- C. The determination with regard to the continuation of such “trades” will continue to be at the direction of the supervisor.

6. Hold Over Transportation

When a held over employee requires special transportation at the conclusion of the hold-over assignment, it will be arranged by management.

Employees who would require special transportation normally will not be held over if the sole reason for holding over the employee is to equalize the distribution of overtime. However, if an employee is held over for this reason and special transportation is required, it will be arranged by the manager or supervisor involved.

7. Attendance of Stewards at Disciplinary Meetings

When an employee is to be contacted by supervision in regard to a disciplinary matter, the Employer recognizes the right of an employee to have his Steward present during the discussions with supervision.

8. Recruitment Sources

In attempting to fill job openings with outside hires, the Employer will regard employees covered by the HAMTC agreement and who have been permanently (expected to last six [6] or more months) and involuntarily laid off for lack of work from such employer as the first source of recruitment before utilizing outside sources if such laid off employees have made application for employment with the Employer. Consideration for employment selection will be given to such employees in terms of their qualifications (the employee must be qualified in the judgment of the Employer to perform the available work), past performance, physical requirements of the job, and their relative continuity of service. Individuals employed under this provision will have new hire status. No individual has an automatic right to an opening. This provision is not intended to diminish the current rules of seniority or jurisdiction.

An employee who has accrued less than twenty (20) weeks separation pay credits and whose separation pay credits have been transferred from an above identified employer to the Employer shall continue to accrue additional separation pay credits up to the same maximum twenty (20) weeks total separation pay credits.

9. Temporary Employees

Temporary employees may be hired for periods not to exceed 720 working hours. Working hours shall mean any hour which an employee actually performs work. Such employees will be hired for short-term needs that cannot be appropriately satisfied by the employment of regular full-time employees. No layoff of regular full-time employees will occur as a result of the utilization of temporary employees in the same classification. Every reasonable effort will be made to accurately forecast requirements for temporary employees and a need assessment will be discussed with the appropriate HAMTC representative (normally the Project Chief Steward of the affected seniority group in the area where the work in question will take place), prior to the issuance of requisitions for temporary employees.

The Employer may utilize candidates who are referred by HAMTC and make application for employment.

If a laid off employee is re-engaged as a Temporary to work in his former classification, he will be placed on the wage progression scale at his previous level.

Temporary employees will not be placed on 12 hour shifts without mutual agreement of both parties.

The Employer will supply HAMTC on a timely basis with the names of temporary employees who are hired or who are scheduled for release from employment.

Temporary employees will be eligible for Facility Closure Day (FCD) pay if employed at the time of the FCD and if they meet other FCD pay requirements. Other than-FCDs, temporary employees are not eligible to participate in employee benefit and TOWP/PTB plans, unless required by State or Federal law. If a temporary employee works on an FCD, the hours will count against the 720 hour limit; if the employee does not work on the FCD, they will be paid for the FCD but the hours will not count against the 720 hour limit.

Temporary employees will not earn seniority, or service credits, however, if a temporary employee is changed to regular full-time, the seniority date and service credits will be granted from the date of entry into the seniority group, as provided below.

If a temporary bargaining unit employee is released from temporary employment and then rehired temporarily within thirty (30) calendar days, the employee will be given retroactive seniority and service credits from his/her initial hire date minus the number of days absent during the thirty (30) day period, if reclassified to regular status.

If a temporary bargaining unit employee is released from employment and rehired temporarily after thirty (30) calendar days, a new hire date will be established and no previous seniority or service credit will be retroactively applied, if reclassified to regular status.

Temporary employees new to the bargaining unit will have only one probationary period of six (6) calendar months, exclusive of time they are off the active payroll. The probationary period will extend for the full six (6) calendar months regardless of whether or not the employee's status is temporary or regular full-time

Temporary employees will not be asked to work overtime unless the overtime work has been turned down by the regular full-time employees in the overtime area. The Employer is willing to discuss issues of overtime for temporary employees upon request of the Council.

If qualified to do the work, employees in layoff status from the Employer or CPCCo, HMIS, HLMI, WRPS or their successors will be given first consideration for temporary positions.

Temporary employment with the Employer will not affect the status of a laid off employee, i.e., benefits, seniority accumulation, recall rights, separation pay, etc.

No additional hours are counted against the 720 hours for work performed in excess of the employee's regularly scheduled workday. Temporary employees are to be utilized for overtime work as a last resort.

Any request for a "roll-over" of a temporary employee will be reviewed against the availability of other qualified applicants; skills required and projected completion of the second assignment. Each request must be mutually agreed to by the Employer and the President of HAMTC.

The parties recognize that concerns may occasionally arise regarding the use of temporary employees. In that event, either party may request a meeting, which will convene at a mutually agreeable time, to discuss and attempt to resolve the issues.

Six (6) months after a workforce restructuring and at other mutually agreeable times, the parties will meet to review the use of temporary employees while full-time employees are on the recall list. If the use of temporaries is unsatisfactory to HAMTC, the use of temporaries will be modified to provide that laid off regular full-time employees be recalled in their specific job classification as regular full-time employees prior to hiring temporary employees. The employee may decline a recall to work for a temporary period of time without forfeiting his recall rights.

10. Craft Alignment Program

HAMTC represented employees will be assigned to augment the work effort and assist the classification, which performs the main work effort, consistent with the provisions of the collective bargaining agreement.

In making these assignments, the following parameters will be followed:

- A. Safety is foremost in the performance of the work.
- B. Assignments will be completed using mutual assistance in the performance of work with another classification where the employee has the qualifications and can perform the work safely.
- C. The employee will be paid the wage of his classification regardless of the type of work he might be performing. This is not intended to diminish the provision for “detailing” as provided in Article XIX Wage Rates, Section 4 of this Contract.
- D. Job classifications, seniority and seniority rules will be unchanged.
- E. There will be no formal cross-training program into other classifications; however, incidental on-the-job training and mutual sharing of knowledge and skills, in order to accomplish the work in a more efficient and cost effective manner, will be expected.
- F. Increases or decreases in employment levels will be determined by the work-place needs for the classification involved.
- G. There will be no change in layoff procedure. If layoffs occur, they will be made within each classification on the basis of seniority and the ability to do the work within a classification.
- H. Employees will not be laid off as a result of the application of this program.
- I. Compensation
 - a. The Wage Progression Schedule is reflective of the four percent (4%) increase to all bargaining unit employees which was implemented between October 1992 and October 1994.
 - b. The CAP will continue in full force and effect from this date and henceforth on an annual basis from year-to-year without requiring an annual review process.

- c. Either of the parties may request in writing, that a formal review of the program be conducted. If during the review process, either party cancels the program, the negotiated Wage Progression Schedule will be amended to reflect a two percent (2%) decrease of each employee's paid wage rate.
 - J. Disputes resulting from the application of CAP will first be addressed by an ad hoc committee consisting of, but not necessarily limited to the Chief Stewards of the affected affiliates and management representative(s). Such meetings shall not be regularly scheduled but will be convened upon the request of either party. Disputes not resolved through this committee may then be grieved per the grievance procedure contained within Article XVII – Grievance Procedure. All time limits imposed by Article XVII – Grievance Procedure will commence after being addressed by the committee.
- 11. There shall be no restrictions on work methods, techniques, production or equipment. It is the intent of the parties to perform work covered by this Agreement in the most efficient and cost effective manner possible, provided that those efficiencies are not in violation of any terms of this Agreement.
- 12. Employer Provided Information
 - A. The Employer will furnish the Council with seniority lists of employees in the bargaining unit. Revised seniority lists will be furnished at three (3) month intervals.
 - B. The Employer will give the Council President the names of employees to be laid off for lack of work prior to the time the employees are given written notification. The Council President will also be given the names of any employees who are discharged. In case of intent to discharge a Steward, the Employer shall notify the Council President immediately.
 - C. The Employer will, twice each month, furnish the Council with the names, addresses (if the addresses are available), and job classification of newly hired or re-hired employees who are covered by this Agreement.
 - D. The Employer shall furnish to each employee covered by the Agreement, a copy of said Agreement, and further, shall furnish a copy to each employee hired in the bargaining unit.
 - E. The Employer will furnish bulletin boards for use of the Council for posting Council announcements. Data, notices, or bulletins, which the Council desires to have posted, will be routed by the Council through Employer Labor Relations for approval, which will not be unreasonably withheld.
 - F. Employees will be shown, and upon request will be provided with a copy of any records, which are to be filed in the employee's personnel folder, which involve ratings, warning notices, or other records concerning work performance.

If after one (1) year, or sooner by mutual agreement, an employee has had no further disciplinary action(s), the disciplinary action will be removed from the personnel and field files and cannot be used in any current or future disciplinary action(s).

If after two (2) years, or sooner by mutual agreement, an employee who has a Last Chance Letter in their file and has had no further disciplinary action(s), the disciplinary action will be removed from the personnel and field files and cannot be used in any current or future disciplinary action(s).

The employee will be asked to sign such records indicating that the matter has been brought to his attention, but with the understanding that such signature in no way implies that he necessarily agrees with the contents of such record. When such records are permanently removed from an employee's personnel folder, they will be returned to the employee's immediate supervisor, who will in turn give them to the employee. Upon request, an employee will be provided with a copy of the initial report of his industrial injury.

13. Political Action Contribution

Upon written request of a member of the HAMTC on a form acceptable to the Employer and subject to revocation by the employee at any time, the Employer agrees to deduct from earned wages of the employee, contributions to the Affiliate Union's political action committee in a specified amount per month on the condition that such payroll deduction is in compliance with all applicable provisions of law, and that funds derived from such payroll deductions are disbursed from a separate segregated fund account of the identified Union, which is registered with the Federal Election Commission. Deductions will be taken four (4) times a month. The HAMTC agrees that it will defend, indemnify and save the Employer harmless against any and all claims made upon or suits instituted against the Employer arising out of or resulting from the application of the provisions of this Section.

14. Commercial Driver's License (CDL)

The Employer agrees to reimburse all fees associated with obtaining a CDL for employees who are currently covered by requirements, including CDL renewal costs.

Employees will be allowed on-the-job study time however, job assignments and performance of the work take precedence over study.

Employees must meet all job requirements to transfer to posted openings. Employees who are selected for positions requiring a CDL, and who do not possess a CDL will be given an appropriate amount of time, not to exceed four (4) months to obtain a license prior to transferring to the open position. Additional compensation will not be given to employees upon obtaining a CDL.

15. Voluntary Reduction of Force

In the event employees are offered a voluntary reduction of force (VROF) the Employer will seriously consider extending the VROF to bargaining unit employees.

16. Welding Pool

Welders who, due to physical limitations, are no longer able to meet certification requirements will be allowed to bump into a seniority group represented by the local union that they are currently affiliated with. Each affiliate union shall determine the seniority placement of the employees bumping into their group, provided any such seniority would entitle them to jobs in agreed upon classifications under the following terms and conditions: the failure to maintain certification requirements due to physical limitations must be verifiable by the site occupational medical provider and such physical limitations must not affect the employee's ability to perform the work of the appropriate craft; additionally, the employee must have five (5) or more years of accumulated seniority; and finally, the employee must be qualified to perform the work.

ARTICLE XXVI

AUTHORITY

The Council is represented in its dealings with the Employer by the General Counsel or the President, Hanford Atomic Metal Trades Council or his written designee, subject to the Bylaws of that organization, and the Employer is represented by the President, Manager of Workforce Resources, Manager of Labor Relations, Chief Labor Counsel, or such representative as the President of the Employer shall specifically designate in writing. It is understood and agreed that the incumbents of the aforesaid positions have authority on behalf of the Council and the Employer respectively to modify this Agreement, and to enter into arrangements to carry out and effectuate this Agreement, and otherwise to bargain collectively and that no agreements, arrangements, or understandings shall be binding upon the parties hereto unless executed in writing by such authorized representative of the Council and the Employer.

ARTICLE XXVII

SAVINGS CLAUSE

If any provision of this Agreement is found to be invalid by proper authority, such finding will not serve to invalidate the remainder of this Agreement. This Agreement is subject to all applicable Federal and State laws and any rules and regulations issued pursuant thereto.

ARTICLE XXVIII

DURATION

1. This Agreement shall become effective the eleventh day of November, 2022 and shall continue in full force and effect through the tenth day of November, 2027. This Agreement will continue year-to-year thereafter unless notice is given in writing by the Employer or the Council not more than ninety (90) days or not less than sixty (60) days prior to November 10, 2025 or November 10, 2027, of its desire to modify, amend or terminate this Agreement.
2. Notwithstanding the above, this Agreement shall be terminable by the Employer prior to the expiration dates specified therein in the event that the Employer shall cease operations at the Hanford Plant of the Department of Energy under Prime Contract DE-AC27-08RV14800, as amended between the Employer and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice thereof to the Council.

ARTICLE XXIX

INTELLECTUAL PROPERTY AGREEMENT

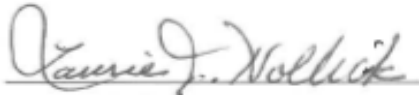
Attachment G, attached hereto, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement, will be executed by each employee as a condition of employment with the Employer.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to this Agreement by their duly authorized officers and representatives this 24th day of July, 2023 at Richland, Washington.

For the Employer

WRPS



Laurie Hollick
Chief of Staff

For the Council

HAMTC



Jeffery McDaniel
President

ATTACHMENT A
OVERTIME PROCEDURE

1. PURPOSE

- A. The Employer shall determine the need for overtime and retain the exclusive right to assign employees to work overtime, including the assignment of required overtime, in accordance with the overtime procedure.
- B. To establish the basic principles for effecting an equitable distribution of overtime for the applicable crafts employed by the Employer consistent with the terms of this Agreement. Overtime groups are established separately for some crafts as listed in their Appendix A's.

2. METHOD OF DISTRIBUTION

- A. Employees will normally be assigned overtime work on the basis of accumulated hours within their specific primary overtime group (Reference Section 12). Volunteers with the least accumulated hours will normally be assigned first and so on down the list in the order of increasing accumulated hours.
- B. In the event the Company's overtime requirement cannot be staffed by volunteers from the primary overtime group, and then the backup overtime group if established in an Appendix A, the Company may assign the overtime to be worked beginning with the least senior person in the applicable primary overtime group and so on up the list(s) in order of increasing seniority. Employees will not be forced to work required overtime more than once per work week (Monday – Sunday) provided there are available candidates in accordance with Section F.3 below.
- C. It is recognized that the health and safety of employees, the progress of work, certification, security clearances, work restrictions, radiation exposure, qualifications, scheduled vacations, sick time, and personal business, may preclude rigid adherence to the low man principle (volunteer) as described in A above, and as described in B above the least senior person (required) that is assigned the overtime work; however, it is the intent to assign overtime work on the basis of the low man principle or least senior person first when such factors are not present.
- D. If an employee is on approved TOWP/PTB on the day immediately preceding or following their scheduled days of rest or a Facility Closure Day, they will not be contacted for overtime on their days of rest or a Facility Closure Day.
- E. A separate overtime list shall be maintained for each overtime group within the classification and will report the name of each employee who is eligible for overtime assignment and their seniority order within the group(s).

F. Overtime Sign-Up/Scheduling

1. For purposes of scheduling overtime, an overtime week begins and ends at 7:30 a.m., Tuesday.

2. Voluntary Sign-up of Overtime:

a. Employees wishing to work overtime during an overtime week may sign-up by submitting a written request to the appropriate Manager anytime during the preceding overtime week up to the deadline of 10:00 a.m. on Monday.

Employees may withdraw their “sign-up” at any time prior to the sign-up deadline. Sign-ups not withdrawn by that deadline may not be withdrawn during the week.

b. Employees desiring to sign-up for overtime on a continuous basis may do so by submitting a written request to the appropriate Manager. Such request must be for periods of at least one (1) month and may be canceled only in writing.

c. Employees may elect to remove themselves from being contacted for voluntary overtime assignments in writing. This will not remove the possibility of being contacted for required overtime.

3. Overtime assignments will be made on the following basis:

a. Except for scheduled overtime (i.e., 12 hours advance notice), holdover overtime anticipated to extend beyond three (3) hours will be filled first through the signed-up employee list. Holdover overtime of less than three (3) hours will be assigned to those employees who have been performing the specific work scope during the preceding regular shift.

b. Overtime assignments will be offered within the applicable overtime group to employees in order of increasing overtime totals when possible. (In the event of identical totals, overtime will be offered first to the most senior of the affected employees.) The process for contacting employees is as follows:

1) Signed-up employees within primary overtime group.

2) If additional resources are needed after completing step 1, the remaining eligible employees in the primary overtime group will be offered the overtime starting with the employee with the fewest accumulated overtime hours and progressing in sequence to the

employee with the most accumulated overtime hours to fill the overtime need.

- 3) If additional resources are needed, then the Secondary (backup) Overtime List, if applicable, will be offered the overtime starting with the employee with the fewest accumulated hours and progressing in sequence to the employee with the most accumulated overtime hours to fill the overtime need.
 - 4) Lacking volunteers, non-volunteers within the primary overtime group will be assigned, as needed, starting with the eligible employee with the least seniority and progressing in sequence to the eligible employee with more seniority to fill the overtime need. Non-volunteer employees will not be forced to work required overtime more than once per work week (Monday – Sunday) provided there are available candidates in accordance with this Section.
 - 5) In the event additional employees are required after going through the Primary Overtime Group, employees in the Secondary (backup) Overtime group will be assigned in the order described in steps 1-4 above-
- c. It is recognized that the health and safety of employees, the progress of work, certification, security clearances, work restrictions, radiation exposure and qualifications, may preclude rigid adherence to the low man process described in section F.3.b above; however, it is the intent to assign overtime work on the basis of the low man described in section F.3.a first when such factors are not present.
- d. Employees signed-up for overtime will be charged for all overtime refused. If more than one (1) shift is signed-up on a given day (i.e., days, swing, graveyard), a refusal for one (1) shift does not preclude Management from requesting overtime for other signed-up shifts that day.
- 1) In the event of scheduled vacation, sick time or personal business, no attempt to contact an employee will be made.
 - 2) If an employee is on approved PTB on the day immediately preceding or following his scheduled days of rest or Facility Closure Day, he will not be contacted for overtime on his days of rest or Facility Closure Day, unless he is on the sign-up list for those days.
- e. Employees not on the signed-up overtime list will not be charged for any overtime refused, but they will be charged for all overtime they work.
- f. The Employer is obligated to make a reasonable attempt at contacting the appropriate employee for overtime.

- G. Overtime shall be recorded on the basis of hours paid.
- H. The intent of the overtime charging process is to equalize, as well as possible, the hours on each of the group's overtime list. An employee will only be asked and charged for a maximum of the regular straight time hours for the assignment they refuse (e.g., if an employee refuses a nine (9) hour overtime assignment at 1.5x, they will be charged with 13.5 refused hours). Refusal of overtime for one (1) shift will not preclude an employee from being asked for overtime nor charged for refused overtime in any subsequent shift. It is not the intent of the procedure to unreasonably pyramid hours charged for refused overtime.
- I. Overtime records will be brought up-to-date and made available in the work area for each group at intervals of approximately one (1) week. Overtime records should be posted in an appropriate work location.
- J. An employee who has been required to work overtime may seek a substitute qualified employee from within their overtime group as their replacement to work the overtime. This must be done without interfering with ongoing work activities. The replacement must notify the overtime administrator as to who they are replacing and be present at the worksite prior to the start of the overtime work. The employee replaced will not be charged for the overtime hours.

3. ANNUAL RECORD RENEWAL

Overtime records shall be discontinued effective the end of the first full week in January each year. For the new reporting period the overtime group record will be adjusted as follows:

- A. The employee with the least amount of recorded overtime hours will begin the new reporting period with zero (0) reported hours.

Other employee's overtime hours are also "zeroed" (0) but their relative position on the overtime group list is maintained by added successive increments of one-tenth (.10) hours to the new start record.

At the end of each six (6) month period, either the Employer or the Union may request a review of the overtime experience and consideration may then be given to making such modification as may be mutually agreed to by the parties.

4. DELETIONS FROM THE RECORD

An employee's name shall be deleted from the overtime distribution record if:

- A. The employee is medically restricted from working overtime based on the recommendation of the site medical provider.

- B. The employee is removed from payroll for any reason.
- C. The employee is absent from work a period of thirty (30) calendar days, excluding vacation.

5. ADDITIONS TO THE RECORD

A. New Hires

A new hire, for the purpose of this procedure only, shall be any employee with the exception of Apprentices, whose name has not appeared on any employee overtime list during the previous ninety (90) days. When adding the name of a newly hired employee to the group overtime record, his/her recorded hours shall be one (1) hour greater than the high employee in the group.

B. Job Reassignment

When an employee is permanently moved from one overtime group to another overtime group, his/her recorded hours will be the average hours of the new group as of the date of reassignment.

C. Removals and Additions

When an employee whose name has been removed from the overtime list by reason of absence or medical restriction and is returned to the overtime record, the employee's recorded hours shall be as follows:

- 1) If the period of absence from any list is ninety (90) days or less, the employee shall be returned or added to the group with the average hours of the group, effective the date of addition.
- 2) If the period of absence is more than ninety (90) days, the employee shall be added to the list with his recorded hours as one (1) hour greater than the high employee in the group.
- 3) Employees returning to the active employment rolls from ROF status will be added to the group at the average hours of the group.

D. Temporary Assignment (within a classification)

In general practice an employee who has been assigned from his/her regular overtime group to another group on a temporary basis will be considered for overtime in the temporary assignment before other employees from outside the overtime group and should be asked last for overtime in the temporary assignment. The hours worked or refused while in such temporary assignment will be recorded in accordance with paragraphs 2.G. and 2.H. Upon return from temporary assignment, the employee is

placed on the overtime list with all recorded hours. Additionally, the employee remains eligible for overtime in his/her “regular” overtime group.

6. FACILITY CLOSURE DAYS (FCD)

- A. Work performed by an employee on his/her regular shift schedule on his/her observed facility closure day shall not be considered as overtime and will not be recorded on the overtime distribution record.
- B. Work performed or refused by an employee outside his/her regular shift schedule on his/her observed facility closure day shall be considered as overtime and will be recorded.

7. APPRENTICE OVERTIME

The names of apprentices will not appear on group overtime records. Apprentices may be considered for overtime when, in the opinion of supervision, the apprentice is capable of performing the work and such overtime assignment does not interfere with the classroom or associated training time. Upon promotion to journeyman status, the employee will be placed at the average hours of the assigned overtime group.

8. TEMPORARY UPGRADES

- A. Employees who are temporarily promoted to positions within the bargaining unit are eligible for overtime in their upgraded position. Such employees will be considered for overtime in the temporary assignment before employees from outside the group. They will not normally be considered for overtime in their regular classification.
- B. For periods involving upgrades of two (2) weeks or less, such employees may be scheduled for overtime on those days they are not acting in the upgraded status (normally their first or second day of rest) providing the master list for the respective seniority group has been exhausted.
- C. For periods involving upgrades of more than two (2) consecutive weeks or less than thirty (30) days, employees who are temporarily promoted to positions outside the bargaining unit (upgrade) will not be considered for overtime during such periods except for emergency conditions.
- D. Employees who have been temporarily upgraded in excess of thirty (30) days will be removed from the group overtime lists. Upon return such employees will be given the average overtime hours of the group as of the week that they return.

9. OVERTIME MEAL

- A. Employees working unscheduled or holdover overtime shall be provided with a meal and an opportunity to eat such meal on the Employer’s time after completing

approximately ten (10) consecutive hours of work (excluding the regular meal period) and at approximately five (5) hour intervals thereafter except as provided in C. below.

- B. Employees called in for emergency work shall be provided a meal and an opportunity to eat such meal on Employer time at approximately five (5) hour intervals thereafter except as provided in C. below.
- C. Notwithstanding the foregoing, meals will not be provided for employees in cases where the expiration of the five (5) hour period falls within one-half (1/2) hour of the time the employee is to be relieved from his work assignment.

10. OVERTIME DISTRIBUTION

The Employer shall assign overtime, including the assignment of required overtime, within a classification as equally as practicable. In order to assure that the proper administration of the overtime procedures in the field will remain as stable as possible, such procedures will not be established by the Employer without prior discussion thereof with the Council and once established will remain in effect unless in their actual operation such procedures demonstrate themselves to be clearly impracticable or incapable of effecting an equitable distribution of overtime. A record of overtime assignments shall be kept and made available to the Steward on request.

11. OVERTIME STAFFING

It is understood by the Council that the nature of the Employer's operation may require overtime work and that, under such circumstances, the Council is obliged to encourage those it represents to work overtime, as requested by the Employer, in accordance with established procedures for distribution thereof.

12. OVERTIME GROUPS

The staffing of overtime work will be the supervisory groups, the immediate work groups, or otherwise established in the Appendix As for the specific seniority group/classification.

13. TEMPORARY EMPLOYEES

Temporary employees will not be asked or required to work overtime unless the overtime work has been turned down by the regular full-time employees in the overtime area. Reference Article XXV, Section 9.

ATTACHMENT B

INSURANCE, PENSION AND SAVINGS AGREEMENT

This Insurance, Pension and Savings Agreement, entered into between the Employer, and the Hanford Atomic Metal Trades Council, affiliated with the Metal Trades Department, American Federation of Labor – Congress of Industrial Organizations (hereinafter referred to as the “Council”), shall be applicable to and binding upon the Employer, the Council, and employees of the Employer at its Hanford Plant Operations at Richland, Washington (hereinafter called “Hanford Plant”), who are represented by the Council under the Current Employer/HAMTC Agreement (hereinafter referred to as “employees”).

TITLE I

Section 1

Subject to the provisions of Title II hereof, and with the exception noted in this Section 1, the Employer and the Council agree that the Basic Life and Accidental Death and Dismemberment and the Short Term Disability Plans, the benefits and provisions of which are set forth in the applicable Summary Plan Description document, shall be made available to employees.

Section 2

The Employer will make available to employees the Hanford Contractors Multi-Employer Defined Benefit Pension Plan for HAMTC-Represented Employees (hereinafter referred to as the “Pension Plan”), subject to the terms and conditions of the Plan, the provisions of which are set out in the Plan document.

Section 3

The Employer will make available to employees the Hanford Contractors Multi-Employer Savings Plan for HAMTC-Represented Employees (hereinafter referred to as the “Savings Plan”), subject to the terms and conditions of such plan, the provisions which are set out in the Plan document.

Section 4

The Employer agrees to make available to employees, a PPO Medical Plan, currently administered by United Healthcare (UHC), subject to terms and provisions which are set forth in the Summary Plan Description document.

The Employer, subject to Kaiser Permanente’s right to amend or terminate the plan on any premium due date, agrees to make available to employees the “Options” Point of Service Plan, the benefits and provisions of which are set forth in the “Options” Service Agreement provided by Kaiser Permanente.

Section 5

The Employer, subject to the insurance company's right to amend or terminate the plan on any premium due date, agrees that it will make available to employees the Personal Accident Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 6

The Employer agrees to make available to employees, a Long Term Disability Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 7

The Employer, subject to the insurance Employer's right to amend or terminate the plan on any premium due date, agrees that it will make available to the employees of the employer A Dependent Life Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 8

The Employer agrees that it will make available to the employees, Dental Plans, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 9

The Employer agrees that it will make available to employees a Vision Care Plan. This coverage may be a stand-alone plan. This vision coverage will not be offered to those electing alternative medical plans provided such plans include similar vision care benefits.

Section 10

The Employer agrees that it will make available to the employees , a Travel Accident Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 11

Subject to the provisions of this Agreement, the Employer on its behalf, and the Council, on its behalf and on behalf of the employees, agree to accept the Plans mentioned in Sections 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, hereof, and agrees to the terms and conditions thereof to the extent applicable to the employees.

Section 12

It is expressly agreed that the parties hereto have had the right and opportunity to bargain collectively with reference to all matters pertaining directly or indirectly to insurance, pension, savings plan and any economic benefits or advantages which could or might be established by the Employer in the form of insurance, pension or savings matters for the employees and their dependents and the Council, each of the parties voluntarily and unqualifiedly hereby waives any and all rights to require that the other party hereto bargain collectively during the term of this Agreement with respect to any such subjects on matters whether or not such matters are covered by this Agreement, except as specifically provided elsewhere in this Agreement, and whether or not such matters are within the knowledge or contemplation of any of the parties at the time of negotiation or execution of this Agreement.

The Council agrees that, during the terms of this Agreement, there shall be no strike, slowdown, sit down, or other form of work stoppage arising out of or conducted in connection with any effort to induce modification or amendments or additions to the insurance, pension and savings benefits provided by this Agreement, or the terms of conditions under which such benefits are provided.

Section 13

A claim of an employee concerning his rights under the terms of the Short Term Disability Plan, the Basic Life Insurance and Accidental Death and Dismemberment Plan, the PPO Medical Plan, the Pension Plan, the Savings Plan, the Personal Accident Insurance Plan, the Long Term Disability Plan, the Dependent Life Insurance Plan, the Travel Accident Insurance Plan, the Dental Plans, and the Vision Care Plan, may be processed in accordance with the Grievance Procedures set forth in Article XVII of the Current HAMTC Labor Agreement. However, no matter or controversy concerning the provisions of this Agreement or such Plans or the interpretation or application thereof shall be subject to any arbitration procedure by virtue of this or any other agreement between the parties or otherwise.

Section 14

The Employer agrees that during the terms of this Agreement:

- (a) Subject to Section 1 of Title III and notwithstanding any provision of the Plan to the contrary, the Pension Plan, to the extent applicable to employees, shall not be terminated or amended to decrease pension benefits to the employees or increase the contributions by the employees, so long as this Agreement remains in effect.
- (b) Subject to the provisions of Title II and notwithstanding any provisions in the Plans to the contrary, the Medical Plans, the Personal Accident Insurance Plan, the Long Term Disability Insurance Plan, the Dependent Life Insurance Plan, the Travel Accident Insurance Plan, the Dental Plans, and the Vision Care Plan, to the extent applicable to the employees, shall not be amended or terminated by the Employer so long as this Agreement remains in effect.

- (c) Subject to the provisions of Title IV and notwithstanding any provisions in the Plan to the contrary, the Savings Plan, to the extent applicable to the employees shall not be amended or terminated by the Employer so long as this Agreement remains in effect.

TITLE II – INSURANCE

Section 1

Nothing in this Agreement shall be construed to prevent the Employer from making the Basic Life and Accidental Death and Dismemberment Plan, the Short Term Disability Plan, the Personal Accident Insurance Plan, the Long Term Disability Plan, the Dependent Life Insurance Plan, the Travel Accident Insurance Plan, the Dental Plans, the Vision Care Plan and the Medical Plans available in whole or in part to others than employees covered by this Agreement.

Section 2

- (a) To the extent that during the term of this Agreement there shall be in effect any state or federal law providing for the payment to any of the employees of benefits for non-occupational sickness and accident or hospitalization, or for other health or sickness benefits, the Employer without further collective bargaining may, as to such employees as shall be subject to such laws:
 - (1) Qualify the Medical Plans, Short Term Disability Plan or Long Term Disability Plan in substitution for the Plan provided by such law, if permissible, making such modification in such plans as it deems necessary or appropriate to obtain such qualifications.
 - (2) Otherwise comply with such law and either exclude from the Medical Plans, Short Term Disability Plan, or Long Term Disability Plan all benefits of the nature provided by such law or vary or amend such Plans to provide different or reduced benefits which would supplement those provided under such law.

In exercising such options, the Employer may make such adjustment in the Employer and employee contributions, as it deems appropriate with respect to any differences in benefits and costs. However, the Employer will first notify the Council of and, upon request, will discuss with the Council any such proposed adjustment in the Plans and the Employer and employee contributions and will endeavor to make such adjustment so that, in general, the total benefits available to the employees and their contributions will be as nearly comparable as practicable to the benefits and contributions provided for in the Plan for employees in states where no such laws are in effect.

- (b) Employees affected by any such variations or amendments of the Medical Plans, Short Term Disability and Long Term Disability Plans will be notified thereof.

Section 3

- (a) The Employer may at its option establish insurance plans under: (1) a group insurance policy or policies issued by an insurance company or companies selected by the Employer; (2) self-insurance; (3) a trust or trusts established by the Employer; or (4) any combination of such methods; and shall have the right to change from time to time such methods or the insurance company or companies, or the trust or trusts.
- (b) The Employer shall have the sole responsibility for the administration of the Medical Plans, Basic Life and Accidental Death and Dismemberment, Short Term Disability Plan, the Dental Plans, the Vision Care Plan, the Personal Accident Insurance Plan, the Travel Accident Insurance Plan and the Long Term Disability Insurance Plan and for payment of all administrative expenses thereof.
- (c) The parties agree that adjustments to the employees' premium costs for the Medical Plans, Basic Life and Accidental Death and Dismemberment and Short Term Disability Plan, the Dental Plans, the Vision Care Plan, the Personal Accident Insurance Plan, the Travel Accident Insurance Plan and the Long Term Disability Insurance Plan may be necessary, on an annual basis, depending upon the Plan's operating experience. If such adjustments are made, the adjustment involved will be automatically applicable to all employees enrolled in the Plan.

Section 4

The Employer shall have the sole responsibility for the administration of the Dependent Life Insurance Plan. The costs of this insurance plan, which is set by the insurance company and which may be increased or decreased once in a year, is borne by the participating employees. The Employer absorbs the cost of the administrative operations it performs.

TITLE III – PENSION

Section 1

The establishment and continuation of the Pension Plan are contingent upon and subject to obtaining and retaining such approval of the Commissioner of Internal Revenue, as the Employer may deem necessary to obtain, including:

- (a) The qualification of the Pension Plan under the provisions of Section 401 or other applicable provisions of the Internal Revenue Code, and

- (b) The deductibility for income tax purposes under Section 404 (a) or other applicable provisions of the Internal Revenue Code or any and all payments made by the Employer under the Pension Plan, if the Employer desires or is required to establish such deductibility.

It is hereby agreed that the Employer make, retroactively if it so elects, any modification or amendment of the Plan which may be necessary or appropriate in order to qualify or maintain such Plan and trust as meeting the requirements of said Sections 401 and 404 (a) of the Internal Revenue Code or of any other applicable provisions of the federal tax laws or of any regulations issued there under now or hereafter from time to time in effect; provided, however, that if it shall be necessary at any time, in order so to qualify or maintain the Plan, to reduce pension benefits of the employees under the Plan, or to increase contributions by the employees or by the Employer, the Council agrees to negotiate as to corresponding changes in the Plan if no agreement is reached, either party may terminate this Agreement to the extent applicable to the Plan.

Section 2

The Employer shall have the sole responsibility for administration of the Pension Plan in accordance with its provisions.

Section 3

The establishment and continuation of the Pension Plan are contingent upon and subject to retaining such approval of the Commissioner of the Internal Revenue or other governmental agencies, as the Plan Administrator deems necessary or advisable to obtain.

Section 4

The Plan Administrator agrees to furnish upon request from the Council, for each calendar year in which this Agreement is in effect, a copy of all information, which becomes a matter of public records concerning the Pension Plan, which is filed by the Plan Administrator in accordance with the Public Law 93-406, the Employee Retirement Income Security Act of 1974. The Council agrees that by furnishing such information the Plan Administrator will fully comply with any statutory or other obligation to supply the Council with information concerning the operation of the Pension Plan.

TITLE IV – SAVINGS

Section 1

Effective April 1, 1987, the Savings Plan was established for employees. Such employees are eligible to participate in the Savings Plan subject to the terms and conditions of the Plan.

Section 2

The Plan Administrator shall have the sole responsibility for the administration of the Savings Plan, and for payment of all administrative expenses thereof.

Section 3

The establishment and continuation of the Savings Plan are contingent upon and subject to retaining such approval of the Commissioner of the Internal Revenue or other governmental agencies, as the Plan Administrator deems necessary or advisable to obtain.

Section 4

The Plan Administrator agrees to furnish upon request from the Council, for each calendar year in which this Agreement is in effect, a copy of all information, which becomes a matter of public record concerning the Savings Plan, which is filed by the Plan Administrator in accordance with the Public Law 93-406, the Employee Retirement Income Security Act of 1974. The Council agrees that by furnishing such information the Plan Administrator will fully comply with a statutory or other obligation to supply the Council with information concerning the operation of the Savings Plan.

TITLE V – DURATION

Section 1

This Agreement between the Company and the Council shall become effective as of November 11, 2022 and shall, subject to the terms, continue in full force and effect as to the Company and the Council until November 10, 2025 and November 10, 2027, except that it shall be terminable by the Company prior to that date in the event the Company shall cease to manage, operate and maintain the Hanford Site of the Department of Energy under Prime Contract DE-AC27-08RV14800 as amended, between the Company and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice to the Council.

Section 2

This Agreement for the term whereof shall be the exclusive and definitive agreement between the parties with respect to the Insurance, Pension and Savings.

ATTACHMENT C

COMMERCIAL DRIVERS LICENSE (CDL) PROGRAM & DRUG/ALCOHOL TESTING

This document represents the same agreement that has been in place since March 29, 1993.

A. Accommodation – Medical Reasons

In the event that an employee cannot obtain or retain a CDL due to the inability to meet the requirements in 391.41 of the Federal Motor Carrier Safety Regulations – Physical Qualification, consideration will be given on a case by case basis. The following steps will be sequentially utilized in an attempt to place employees:

Accommodation within the existing classification.
Accommodation within the seniority group.
Placement elsewhere within Company.
Administrative termination.

B. Accommodation – Non-Medical Reasons

In the event that an employee is unable to attain a commercial driver's license because of some inability to pass the CDL testing process for the following shall apply:

1. In the case where an employee has made several attempts (more than 3 attempts) to pass the CDL test and has failed, the appropriate union chief steward, the President of HAMTC, the Employer /Labor Relations, (or designee) and the affected employee's manager will review the reasons for the employee failing the testing. If this group decides that the employee has made every reasonable attempt to obtain a CDL yet is unable to, consideration will be given to maintain the employee in their existing classification and at their rate of pay.
2. In the event that an accommodation cannot be made within the existing classification, placement will be considered sequentially as follows:
 - a. Accommodation within the seniority group.
 - b. Placement elsewhere within the Company.
 - c. Administrative termination.

C. Laboratory Tour

In the event that the Employer makes a change from the incumbent drug testing laboratory, the Employer will make arrangements for two (2) HAMTC representatives to tour the new facility.

D. Reasonable Cause Testing and Non-Suspicion Based Post Accident Testing

The parties agree that if an employee who is tested under either condition tests negative and is delayed or detained beyond the end of the assigned shift, they will be “made whole” for wages.

**DEPARTMENT OF TRANSPORTATION/COMMERCIAL DRIVERS LICENSE –
DRUG TESTING PROGRAM**

This section represents the understanding and agreement between the Employer and the HAMTC regarding the subject of random drug testing under the DOT regulations. It is the intent of this document to comply with the Federal requirements regarding drug testing.

1. Applicability

All employees who are required to possess a Commercial Driver’s License (CDL) are subject to random drug testing as outlined in the Federal Motor Carrier Safety regulations.

2. Drug Testing Protocol

Participation in a random drug-testing program is based on the premise that the specimen collection process meets the highest professional standards to ensure accurate collection, accurate testing, and accurate reporting of results. The federal regulations for procedures for transportation workplace drug testing program (49 CFR Subtitle A, Part 40) shall be followed.

These regulations deal with chain of custody procedures, analytical testing procedures, cutoff limits, medical review officer duties, privacy provisions and the confirmation of positive test results.

3. Random Selection Process

The process of identifying employees to participate in the drug testing program shall be made on a random selection basis which is computer generated. Should a randomly selected employee have previously approved vacation during the time they would be required to provide a sample, there shall be no testing of that employee for that occasion.

4. First Time Positive Drug Tests – Benefits Access/Rehabilitative Access

A. An employee who tests positive for the first time shall be eligible for rehabilitative assistance.

- B. Payment of such rehabilitative assistance shall be in accordance with the Employer's benefit plans for substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the Labor Agreement.
- C. An employee who tests positive for drugs the first time will be subject to unannounced testing during the monitoring program. They will successfully participate in a mandatory follow up and monitoring program under the direction of the medical personnel of the site occupational medical provider. Such follow up monitoring will occur for a minimum of 12 months and a maximum of 60 months, as determined by the site occupational medical provider.

5. Non-Suspicion Based Post Accident Testing

Employees who test positive under non-suspicion based post-accident testing will be discharged from the Employer.

An employee who is tested under this provision and tests negative shall be paid at the appropriate rate of pay for time they were delayed beyond the end of their workday due to testing. In the event the employee is not permitted at work because of waiting for test results, the employee shall be paid at the regular rate for such time if the test results are negative.

6. Reasonable Suspicion Testing

Employees who test positive under a "reasonable suspicion" situation will be discharged from employment with the Employer.

"Reasonable Suspicion" is defined in the regulations under section 382.307 of the Federal Regulations.

An employee who is tested under this provision and tests negative shall be paid at the appropriate rate of pay for time they were delayed beyond the end of their workday due to testing. In the event the employee is not permitted at work because of waiting for test results, the employee shall be paid at the regular rate for such time if the test results are negative.

7. Second Time Positive Drug Tests

An employee who tests positive a second time under the CDL drug testing process will be discharged from employment with the Employer.

8. Employee Notification to Report

Employees will be notified in writing by a member of management to report to the appropriate collection site to provide a sample. Employees will report to the appropriate

collection site, in accordance with instructions. An employee who is given firm notice to report and fails to report or refuses to report will be subject to disciplinary action up to and including discharge.

An employee who has been given firm notice to report to provide a drug screen shall not be able to self-refer at that point.

Transportation to the collection site shall be available from the Employer.

9. Consistency of Treatment

All employees who are required under the DOT regulations to possess a CDL shall be subject to the same collection processes, analytical tests, the same rehabilitative opportunities, and the same consequences for second positive tests.

10. Return to Work – Rate of Pay

An employee who does test positive on the first CDL drug screen and receives rehabilitative treatment will remain at their current rate of pay throughout the rehabilitative process. Rehabilitation is defined as the inpatient or outpatient treatment program. Rehabilitation does not include the follow up program under site occupational medical provider or any voluntary rehabilitative opportunities such as Narcotics Anonymous or group support efforts.

If an employee is unable to perform their regular job, within three (3) months after rehabilitation is completed, they will be placed in an alternative job and paid at the appropriate rate for the new job.

**DEPARTMENT OF TRANSPORTATION/COMMERCIAL DRIVERS LICENSE –
ALCOHOL TESTING PROGRAM**

It is the intent of this document to comply with the Federal requirements regarding alcohol testing. Included as part of these rules are the Final Rules published in 49 CFR Part 40, Drug and Alcohol and 49 CFR Parts 382, Controlled Substances and Alcohol Use and Testing.

The parties agree that alcohol is not an illegal substance, that addiction to alcohol has universal recognition as an illness and that education is the first line of defense against the abuse of alcohol.

1. Applicability

All employees who are required to possess a CDL are subject to the alcohol testing requirements as outlined in the federal regulations.

2. Alcohol Testing Protocol

Participation in a random alcohol testing program is based on the premise that the testing process meets the appropriate professional standards to ensure the accurate testing and reporting of test results. The federal regulations for procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40) shall be followed.

These regulations deal with the analytical testing procedures, approved testing equipment, threshold levels, privacy provisions and confirmation tests.

3. Random Selection Process

Employees required to possess a CDL must participate in the alcohol testing program and shall be selected on a random basis which is computer generated. Should a randomly selected employee have previously excused absence during the time they would be required to provide a sample, there shall be no testing of that employee for that occasion.

4. Random Alcohol Test, First Time Positive Test

A. An employee required to possess a CDL who is selected for a random alcohol test and tests at a level at 0.02 or greater blood alcohol concentration is considered to have tested “positive” for alcohol and shall be immediately removed from work for a period of twenty-four (24) hours.

An employee required to possess a CDL, shall not have been considered to have provided a “positive” sample, until a second test as provided in the regulations, has confirmed a blood alcohol percentage at the statutory level.

B. An employee who is required to possess a CDL, is selected to provide a random alcohol test and tests at a level of 0.04 or greater blood alcohol concentration level shall be evaluated by site occupational medical provider for a determination as to whether further treatment/assistance is appropriate.

If follow up treatment is required, it shall be at the direction of site occupational medical provider/substance abuse professional. An employee must successfully participate in a follow up care and monitoring program under the direction of medical personnel at the site occupational medical provider/substance abuse professional.

C. An employee who is required to possess a CDL must be medically cleared to return to work by site occupational medical provider if they have tested at an alcohol concentration level of 0.04 or higher.

D. An employee required to possess a CDL and who tests at a blood alcohol concentration level of 0.04 or greater must, in addition to being evaluated and

medically cleared by site occupational medical provider to return to work, be retested and have a blood alcohol concentration below 0.02.

- E. An employee required to possess a CDL and who has tested “positive” for alcohol (0.02 or greater blood alcohol concentration) shall be eligible for rehabilitative assistance. Payment of such rehabilitative assistance shall be in accordance with the Employer’s benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the Labor Agreement.

5. Employee Notification to Report

Employees who are required to possess a CDL will be notified in writing by a member of management to report to the appropriate testing site to provide a sample. An employee who is given firm notice to report and fails to report or refuses to report will be subject to disciplinary action up to and including discharge.

Employees who are required to possess a CDL and are formally notified to report to the testing location are expected to report promptly. Transportation to the collection site shall be available from the Company.

Under the provisions of the random alcohol testing program, when an employee has been given firm notice to report to provide an alcohol screen, the Employee shall not be able to self-refer until they have provided an initial and confirmed alcohol sample as part of the random program. An employee is not able to self-refer to avoid providing a sample under this program.

6. Consistency of Treatment

All employees who are required under the DOT regulations to possess a CDL shall be subject to the same regulations, the same rehabilitative opportunities and the same consequences.

7. Rate of Pay - Rehabilitation

An employee required to possess a CDL and who has tested “positive” for alcohol with an alcohol concentration level of 0.02 or greater and receives rehabilitation treatment will remain at their current progression schedule for outpatient treatment. For employees who are placed in an inpatient treatment program will have their wage rate maintained during such inpatient program. Rehabilitation is defined as the inpatient or outpatient program. Rehabilitation does not include the monitoring and follow-up care provided by the site occupational provider or any voluntary rehabilitative opportunities such Alcoholics Anonymous or group support efforts.

8. Collective Bargaining Agreement

Although the Company and HAMTC have reached agreement on an alcohol-testing program under the DOT requirements and regulations, such agreement does not preclude HAMTC, in representing its members, from filing a grievance under Article XVII of the Collective Bargaining Agreement.

ATTACHMENT D

HRP

A. HUMAN RELIABILITY PROGRAM (HRP)

HRP 10 CFR Parts 710 and 712 consolidates the HRP into a single program which incorporates all the important facets into a coherent, comprehensive and concise regulation. This document represents the understanding and agreement between the Employer and the Hanford Atomic Metal Trades Council (HAMTC) regarding Human Reliability Program (HRP).

1. Applicability

All employees who are in a position as defined under 10 CFR 712.10.

2. Alcohol Testing

All HRP candidates and HRP-Certified individuals are subject to random alcohol testing. HRP candidates must undergo initial alcohol testing before performing HRP duties. All HRP individuals must undergo a random alcohol test at least once every 12 months from the previous test.

3. Alcohol Testing Protocol

Breath alcohol testing will be conducted by a certified Breath Alcohol Technician (BAT) and conform to Department of Transportation (DOT) procedures (49 CFR Part 40) for use in an evidential grade breath analysis device approved for 0.02/0.04 cut off levels, which conforms to DOT model specifications.

The evidential-grade breath analysis device is calibrated on a regular basis to ensure the integrity and accuracy of each test.

The regulations as established in 49 CFR Part 40 also deals with analytical testing procedures, confirmation tests and privacy provisions.

4. Drug Testing

In accordance with the provisions of 10 CFR 707 and 10 CFR 712, all HRP employees are subject to unannounced, random drug testing. All HRP candidates must undergo an initial drug test before performing HRP duties. All HRP employees must undergo a random drug test at least once every 12 months from the previous test.

5. Drug Testing Protocol

Participation in a random drug testing program is based on the premise that the specimen collection process meets the highest professional standards to ensure accurate collection,

accurate testing and accurate reporting of results. Accordingly, the requirements outlined in the Department of Health and Human Services, Mandatory Guidelines for Federal Workplace Drug Testing Programs, shall be followed.

These regulations deal with chain of custody procedures, analytical testing procedures, cut off limits, medical review officer duties, privacy provisions and the confirmation of positive test results.

The Employer will utilize the DOT “split sample” collection method.

As a general rule, HRP individuals will perform their drug test at the same time as their alcohol test to help minimize the number of work interruptions.

6. Random Selection Process

The process of identifying employees for drug and alcohol testing shall be made on a random selection basis which is computer generated. Should a randomly selected employee have a previously approved absence during the time they would be required to provide a sample, there shall be no testing of that employee for that particular occasion.

7. First Time Positive Test – Drugs or Alcohol

A. Alcohol

An employee selected for a random alcohol test and tests at a level of 0.02 or greater blood alcohol concentration is considered to have tested “positive” for alcohol and shall be immediately removed from work for a period of at least twenty-four (24) hours. The employee may use PTB for any regularly scheduled hours of work during this 24-hour period.

After at least twenty-four (24) hours, the individual shall be evaluated by the site occupational medical provider for a determination as to whether further treatment/assistance is appropriate. On the specific day the employee is returning to work through the site occupational medical provider, and if the employee is immediately returned to his/her duties, the employee will be paid his/her regular wages while processing back to work through the site occupational medical provider. However, if further treatment/assistance is required by the site occupational medical provider, the employee may use TOWP/PTB for any regularly scheduled hours of work missed while processing back to work through the site occupational medical provider. If follow-up treatment is required, it shall be at the direction of the site occupational medical provider. An employee must successfully participate in a follow-up care and monitoring program under the direction of medical personnel at the site occupational medical provider. The follow-up program will occur for a period of thirty-six (36) months and will include unannounced tests for illegal drugs, alcohol and relevant counseling through the site occupational medical provider.

In addition to being evaluated and successfully participating in any follow-up care or monitoring program, the employee must be re-tested and have a blood alcohol concentration below 0.02.

B. Drugs

An employee who tests positive for drugs shall be immediately suspended from work and be required to participate in mandatory rehabilitation and/or follow-up program under the direction of the site occupational medical provider. Successful completion of the program is mandatory. The follow-up program will occur for a period of thirty-six (36) months and will include unannounced tests for illegal drugs, alcohol and relevant counseling through the site occupational medical provider.

8. Benefit Access/Rehabilitation Access

- A. An employee who tests positive for the first time, for either alcohol or drugs, shall be eligible for rehabilitative assistance.
- B. Payment of such rehabilitative assistance shall be in accordance with the Employer Benefits plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the Employer/HAMTC Agreement.

9. Second Time Positive Alcohol or Drug Test

- A. An employee who tests “positive” a second time under the random alcohol testing process within thirty-six (36) months will be discharged from employment with the Employer.
- B. An employee who tests “positive” a second time under the random drug testing process will be discharged from employment with the Employer.

10. Reasonable Cause/Reasonable Suspicion Testing

Employees who are alcohol or drug tested under a “reasonable cause” or “reasonable suspicion” condition and test “positive” shall be discharged from employment with the Employer. An employee who is tested under this provision and tests negative shall be paid at the appropriate rate of pay for the time they were delayed beyond the end of their workday due to testing. In the event the employee is not permitted at work because of waiting for test results, the employee shall be paid at the applicable rate of pay for such time if the tests results are negative.

11. Employee Notification to Report

Employees will be notified in writing (HRP Testing Notification) to report to the appropriate site to provide a sample. Employees will report to the appropriate site in accordance with supervisory instructions. It is required that an employee report to the testing site within two (2) hours from the time of notification on their scheduled shift, i.e., not on a holdover, or on a call-in basis. If an employee is sent to the collection testing site to provide samples, they will remain at the collection/testing site until the samples are given. If applicable, the appropriate overtime will be paid for time at the collection/testing site. An employee who is given firm notice to report and fails to report or refuses to report will be subject to disciplinary action up to and including discharge.

Under the regulation, “refusal to cooperate” shall be considered as a “positive” test.

Also, under the provisions of the random testing program, when an employee has been given firm notice to report to an alcohol/drug screen, they shall not be able to self-refer until they have provided a urine sample or given a breathalyzer test as part of the random program. An employee is not able to self-refer as a way to avoid providing a sample under this program.

Transportation to the collection site shall be provided through the Employer.

12. Job Reassignment

As outlined in the regulations, an employee who tests “positive” shall be immediately removed from HRP duties. If the employee is not reinstated to the HRP, he will be reassigned as outlined below:

- A. If the security clearance on the employee is administratively terminated, the employee will be reassigned to a non-HRP position within the project provided that security clearance requirements allow for unescorted and unrestricted access.
- B. If security clearance requirements do not allow for unescorted or unrestricted access within the project, the employee shall be reassigned to a job within their classification that is a non-HRP position within the Employer. HAMTC and the Employer representatives will meet to decide on placement of the employee within the Employer.
- C. Both the Employer and HAMTC recognize that a reasonable time frame for reassignment exists. In order to identify a proper reassignment, the employee may be placed in a non-HRP area for up to thirty (30) days until permanent placement is made. If additional time is necessary to identify a reassignment, management will review each request on an individual basis. If such request is honored, the temporary placement period shall be no longer than thirty (30) additional days. During these time periods, an employee is eligible to bid on non-HRP positions.

D. If applicable, an employee who is reassigned shall be afforded the opportunity to recertify in accordance with that appropriate job certification program as outlined in the Appendix "A".

13. Return to Work – Rate of Pay

An employee who does test positive on their first HRP alcohol or drug screen and received rehabilitation treatment will remain on their current progression schedule for outpatient treatment. Employees who are placed in an inpatient treatment program will have their wage rate maintained during such inpatient program. Rehabilitation is defined as the inpatient or outpatient treatment program. Rehabilitation does not include the follow-up program under the site occupational medical provider or any voluntary rehabilitative opportunities such as Narcotics Anonymous or group support efforts.

14. Psychological Testing

As outlined in the HRP requirements and regulations, employees in HRP designated positions will be subject to periodic psychological evaluations and testing. The Council is assured that no employee who was on the active payroll prior to March 3, 1994, will be removed from employment with the Employer as a result of the psychological examinations under the HRP program for other than debilitating reasons. This is to say that the reasons must be of such nature that continued employment would pose a definite threat to the employee, his co-workers, or to plant facilities.

15. Polygraph Testing (Counterintelligence Polygraph Examination)

Employees will be given notice to take a polygraph examination as provided for in the DOE Counterintelligence Polygraph Examination Regulation, 10 CFR Part 709. Currently, the regulation requires a ten (10) day written notice.

Failure or refusal to achieve or maintain this HRP qualification (excluding temporary restrictions) by an incumbent or HRP incumbent employee as defined below, will require reassignment of the employee within their respective classification/seniority group as per the Polygraph Job Reassignment section of this Agreement.

The Company will make all arrangements and pay for all costs associated with the out-of-town examinations for employees in the HRP (e.g., travel, lodging, household, etc.). Failure or refusal to achieve or maintain this HRP qualification by a non-incumbent employee as defined below will result in the employee being reassigned as per the Employee Polygraph Non-incumbent section of this Agreement.

Employee Status

Non-incumbents: Employees not hired prior to March 31, 2002.

- Incumbents: Employees who were hired prior to March 31, 2002, and who have recognized site-wide seniority but who do not have HRP access authorization.
- HRP Incumbents: Employees currently maintaining PSAP qualification.

16. Polygraph Job Reassignment

As outlined in the Federal Regulations, an employee who fails to achieve or maintain HRP qualifications shall be removed from their HRP position and will be reassigned as follows:

- A. The employee shall be placed in an open position in their respective classification/seniority group, provided the individual can meet the security clearance requirements for the unescorted and unrestricted access in their new position as outlined below:
 1. Supervisory Work Group
 2. Current Project Organization
 3. Other Employer Projects
 4. Site Wide Openings
- B. In the event that the employee is unable to be placed under “A” above, LAMP requests will be reviewed. The senior LAMP individual and the displaced HRP employee shall exchange positions.
- C. In the event that the employee is unable to be placed under “A” or “B” above, the employee will be allowed to exercise their seniority rights for displacing the least senior employee who is in a non-HRP position within their respective classification/seniority group.
- D. The Company and the Union recognize that a reasonable time frame for reassignment exists. In order to identify a proper reassignment, the employee may be placed in a non-HRP area for up to thirty (30) days. If additional time is necessary to identify a reassignment, management will review such requests on an individual basis. If such requests are honored, the temporary placement period shall be no longer than sixty (60) additional days.

All days mentioned in this document are calendar days, excluding weekends and holidays. During these time periods, an employee is eligible to bid on non-HRP positions.

- E. The Employer will consider a trade arrangement with other employees from the same seniority group before bumping another employee as provided for in “C” above.
- F. In the event that backfilling a HRP position is necessary, individuals who have submitted a LAMP request will be the first considered.

17. Voluntary LAMP

The Employer will advise LAMP candidates through the LAMP posting process of the HRP requirements, which will include polygraph testing.

18. Polygraph Non-Incumbents

Non-Incumbent, who does not pass the polygraph examination, may be placed in an open position in the same classification/seniority group within the Employer. In the event that no open position exists or that the individual is not qualified for the open position, the employee may exercise their seniority, if applicable, and move to the least senior non-HRP position. In the event the non-incumbent is in the probationary period, the employee may be removed from the payroll.

19. Change of Standards

If, during the term of this Agreement, the requirements as outlined in DOE Order 472.2, Personnel Security-Activities; CFR Title 10, Part 707, Workplace Substance Abuse Programs at DOE Sites and 10 CFR Parts 710 and 712, Human Reliability Program are modified so as to impose more or less stringent requirements, the modified standards shall apply. The Company will meet and discuss the impact of the modified standards with HAMTC prior to implementation of such modified Standards.

20. Collective Bargaining Agreement

Although the Employer and the HAMTC have reached an agreement on the Human Reliability Program, such agreement does not preclude HAMTC in representing its members from filing a grievance under Article XVII of the Collective Bargaining Agreement.

ATTACHMENT E
MEMORANDUM OF UNDERSTANDING
WORKPLACE SUBSTANCE ABUSE PROGRAM (WSAP)
10 CFR 707

This document represents the understanding and agreement between the Employer and the Hanford Atomic Metal Trades Council (HAMTC) regarding the subject of Workplace Substance Abuse under 10 CFR 707. Unless specified below this document shall comply with the requirements under 10 CFR 707 regarding drug testing.

1. Applicability

All employees who are in a Testing Designated Positions (TDP) as defined under 10 CFR 707.1. Those TDPs are incorporated in this agreement under Attachment A.

2. Drug Testing Protocol

Participation in a random drug testing program is based on the premise that the specimen collection process meets the highest-professional standards to ensure accurate collection, accurate testing, and accurate reporting of results. Accordingly, the requirements are outlined in the Department of Health and Human Services, Mandatory Guidelines for Federal Workplace Drug Testing Programs shall be followed.

The regulations deal with chain of custody procedures, analytical testing procedures, cut off limits, medical review officer duties, privacy provisions and confirmation of positive test results.

The Employer will utilize the Department of Transportation (DOT) “split sample” collection method.

As a principle on the sensitivity of test results, the Employer and HAMTC will work to reasonably limit the dissemination of such results.

3. Training

Employee and Supervisor training shall be conducted in accordance with the requirements as outlined in 10 CFR 707.

4. Random Selection Process

The process of identifying employees for drug testing shall be made on a random selection basis that is computer generated. Should a randomly selected employee have a previously approved absence during the time they would be required to provide a sample, there shall be no testing of that employee for that particular occasion.

In accordance with the provisions of 10 CFR 707 all employees in the TDPs are subject to unannounced, random drug testing. Employees occupying a TDP must enroll in the drug testing program and will undergo an initial drug test within one year from the date TDP drug testing begins. Thereafter, all TDP employees will be subject to an unannounced, random drug testing.

5. First Time Positive Drug Test

An employee who tests positive for drugs shall be immediately suspended from work and be required to participate in a mandatory rehabilitation and/or follow-up programs through the Site Occupational Medical Provider (SOMP). Successful completion of the program is mandatory. The follow-up program will occur for a minimum period of twelve months and will include unannounced tests for illegal drugs and relevant counseling.

6. Benefit Access/Rehabilitation Access

An employee who tests positive for illegal drugs under the random drug testing for the first time shall be eligible for rehabilitation assistance. Payment of such rehabilitation assistance shall be in accordance with the Employer benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the Employer/HAMTC agreement.

7. Second Time Positive Drug Test

An employee who tests positive a second time under the random drug testing program will be discharged from employment with the Employer.

8. Reasonable Cause/Reasonable Suspicion

Employees who are drug tested under a reasonable cause or reasonable suspicion condition and test positive shall be discharged from employment with the Employer.

An employee who is tested under this provision and tests negative shall be paid at the appropriate rate of pay for time they were delayed beyond the end of their workday due to testing. In the event the employee is not permitted to work because they are waiting for test results, the employee shall be paid at the applicable rate of pay for such time if the test results are negative.

The Employer shall contact the HAMTC business office if an employee is to be or has been tested. If the test is to occur on the backshift or off-shift, the notification shall be made on the next regular business day.

9. Employee Notification to Report for Testing

Employees will be notified in writing (WSAP Drug Testing Notification) to report to the appropriate location to provide a sample. Employees will report to the appropriate location in accordance with supervisory instructions. It is required that an employee

report to the sample collection location within two hours from the time of notification on their scheduled shift, i.e., not on a holdover or on a call-in basis. If an employee is sent to the sample collection location to provide samples, they will remain at the location until the samples are given. If applicable, the appropriate overtime will be paid for time at the collection location. An employee who is given firm notice to report and fails to report or refuses to report will be subject to disciplinary action up to and including discharge.

Under the regulation “refusal to cooperate” shall be considered as a positive test. Also, under the provisions of the random testing program, when an employee has been given firm notice to report for a drug screen, they shall not be able to “self-refer” until they have provided a urine sample as part of the random program. An employee is not able to self-refer as a way to avoid providing a sample under this program.

Transportation to the collection site shall be available through the Employer.

10. Return to Work Job Assignment

As outline in the regulations, an employee in a TDP, who tests positive will immediately be removed from the TDP and will continue to be paid until an evaluation by the Site Occupational Medical Provider is completed. Following a determination by the Site Occupational Medical Provider, that the employee can safely return to duty (after successful counseling or rehabilitation and giving a urine test with a negative result), the employee will be returned to work as follows:

- A. If the employee’s TDP does not require a security clearance, the employee will be returned to work in his position, seniority permitting.
- B. If the security clearance of the employee is administratively terminated the employee shall be reassigned to a job within their classification, seniority permitting, in a location facility that does not require a security clearance provided there is an open position. If no position is open in the employee’s classification, the Employer and HAMTC representatives will meet to decide on placement of the employee within the Employer.

11. Return to Work Rate of Pay

An employee who does test positive on their first drug screen and received rehabilitation treatment will remain on their current progression schedule for outpatient treatment. Employees who are placed in an inpatient treatment program will have their wage rate maintained during such inpatient program. Rehabilitation is defined as the inpatient or outpatient treatment program. Rehabilitation does not include the follow-up program under advanced or any voluntary rehabilitation opportunities such as Narcotics Anonymous or group support efforts.

12. Change in Regulations

If during the term of this Agreement, the requirements as outline in 10 CFR 707 Workplace Substance Abuse Programs at DOE Sites are notified so as to impose more or less stringent requirements, the modified standards shall apply. The Company will meet and discuss the impact of the modified standard with HAMTC prior to the implementation of such modified standards.

13. Collective Bargaining Agreement

Although the Employer and HAMTC have reached an agreement on the WSAP, such agreement does not preclude HAMTC in representing its members from filing a grievance under Article XVII of the Collective Bargaining Agreement.

CONCURRENCE:

WRPS *[Signature]* DATE 8/24/23
HAMTC *[Signature]* DATE 8-24-23

ATTACHMENT A

TESTING DESIGNATED POSITIONS (TDPs)

- All Nuclear Chemical Operators (NCOs), not in the Human Reliability Program (HRP)
- All Firefighters, Firefighter Paramedics, Lieutenants and Captains
- Stationary Operating Engineers (SOEs) that are permanently assigned to work in nuclear facilities and have responsibility for controlling balance of air in radiological zones and/or are engaged in operating systems in conjunction with operational processes such as boilers and ventilation systems, and are not in HRP.
- Employees with a DOE Access Authorization (security clearance) “L” or “Q”.
- Other positions as determined by DOE after consultation with contractor to have the potential to significantly affect the environment, public health and safety, or national security.

If positions are directly engaged in production, use, storage, transportation, or disposal of hazardous materials sufficient to cause significant harm to the environment or public health and safety, then they need to be on the list of TDPs.

HAZARDOUS WASTE TRAINING, EMERGENCY RESPONSE TRAINING AND MEDICAL SURVEILLANCE

- The Employer will comply with 29CFR1910.120, *Hazardous Waste Operations and Emergency Response*, which is contained in its prime contract.

ATTACHMENT B

➤ Conditional Employment Status for Fire Department TDP Personnel who Test Positive Under the Random Testing Program

In the event that a Firefighter, Lieutenant or Captain test positive under the WSAP random drug testing program and is subsequently determined to be able to safely return to work by SOMP, the following process will be initiated:

- A. The employee will be assigned to the straight day shift, not be able to perform any duties commonly associated with emergency services, and will be assigned duties as determined to be appropriate by the Fire Department Senior Management.
- B. The Employer will attempt to place the employee in another position within the Employer based upon their background, education, training and experience. The employee is also encouraged to pursue other job opportunities through the LAMP process. Any employee placed in another position will be paid at the appropriate rate for the job in which they are placed. There is no automatic right to another position with the Employer.
- C. An employee with greater than ten (10) years of Company service will be given 120 calendar days to seek other employment.

Any employee with less than ten (10) years of Company service will be given 60 calendar days to seek other employment. If no suitable employment is available within 60 days, an individual on a case-by-case basis may be granted a 60 day extension. Factors considered in extending the 60 day time limit include, but are not limited to, the employee's overall employment record and their diligence in bidding on openings. The maximum time frame in any case is 120 calendar days.

At the end of the 60 or 120 days, whichever is applicable, if no suitable employment is available, the employee shall be terminated from the Employer.

ATTACHMENT F

Mr. Jeffrey S. McDaniel, President
Hanford Atomic Metal Trades Council
P. O. Box 898
Richland, Washington 99352

Dear Mr. McDaniel:

WORK CONTRACTED OUTSIDE

In the administration of Article XVI, "Work Contract Outside," it is acknowledged that there may be instances when the work is contracted out; therefore, the following procedure has been developed to ensure that if such an event occurs it has been carefully reviewed and considered by both the Employer and the Union.

In this regard, the Employer pledges to administer Article XVI, "Work Contracted Outside," in good faith and in the spirit of cooperation with the Hanford Atomic Metal Trades Council.

Respectfully,



Laurie J. Hollick
WRPS Labor Relations

Attachment

MANAGER – PROCUREMENT

1. Receive and review all requests for procurement actions (usually fabrication and/or services) that might affect the HAMTC-represented employees and that are or are not accompanied by a completed “Turndown” document that assigns the work to offsite resources.
2. Ensure that the Labor Relations Manager has approved the “Turndown” document before proceeding with procurement actions.
3. A change in the description of the Request for Procurement Action, before the purchase order is placed offsite, must be reviewed with the Labor Relations Manager and the HAMTC before further action is taken. A second “Turndown” may be required.

After the purchase order has been placed, instances where the off-site work is to be modified in scope, quantity, specification, delivery date, etc., must be referred to the Labor Relations Manager and the HAMTC for review before agreeing to such modification. Specifically, a major modification to offsite work scope or specification must be referred to the Labor Relations Manager and the HAMTC for review before agreeing to such modification. Similarly, if quantities or delivery date are the sole basis for placing the purchase order, instances where these factors are modified must also be referred to the Labor Relations Manager and the HAMTC for review before agreeing to such modification.

4. Direct questions and/or challenges to the Labor Relations Manager or designee of Labor Relations.

LABOR RELATIONS MANAGER

1. Review all work turndown documents and take appropriate action.
2. Receive and evaluate questions and/or challenges from Procurement regarding “contracting out” and take appropriate action.
3. Receive and evaluate questions and/or challenges from HAMTC regarding “contracting out” and take appropriate action.
4. Take necessary steps to ensure that the management of all affected contractors are aware of and follows the provisions of Article XVI, “Work Contracted Outside,” of the Labor Agreement. This includes the requirement for following the provisions of the “Turndown Procedure.”
5. A joint Employer/HAMTC committee will review procurement and P-card records on a quarterly basis.

TURNDOWN CHECK SHEET

Requesting Contractor _____

Point of Contact _____

Date _____

Phone # _____

Description of the work:

Are the following elements available to do the work?

	Yes	No
Personnel	_____	_____
<i>Including Temporaries</i>	_____	_____
Including CAP	_____	_____
Equipment/Facilities	_____	_____
Technology (skills)	_____	_____
Quantity Requirement	_____	_____
Completion Date	_____	_____
Other (e.g., quality levels, proprietary fabrication)	_____	_____

Ability to meet the required completion date of _____ (If unable to meet the required completion date, the Employer ensures it is realistic and valid.)

If there is a "no" answer to any of the above questions, proceed with the turndown procedure.

Discussion (with all pertinent information, included a list of appropriate affiliates and projected man-hours) held with the appropriate HAMTC representative and the LR representative on:

_____ Date

_____ Time

What alternate solution was suggested? (HAMTC has until end of the fifth working day after discussions to provide alternate solution to the work turndown, unless the time is extended by mutual agreement).

	Yes	No
Is the alternate solution acceptable?	_____	_____

Why not?

Assigned to Plant Forces Date _____

Assigned to Offsite Resources Date _____ PO# _____

Name and Title _____ Date _____

Approved _____ Date _____
 Labor Relations Office

ATTACHMENT G

INTELLECTUAL PROPERTY AGREEMENT

Agreement made by and between WRPS a Washington corporation, having a place of business at the Hanford Site in Richland, Washington (hereinafter referred to as the “Company”), and

(Employee name and payroll number).

In consideration for my employment or continued employment by the Company, I agree that:

1. For the purposes of the Agreement, the following words shall have the following meanings:
 - a. “Confidential Information” means information which is disclosed to me, known by me, or generated by me as a consequence of my employment with the Company and is not generally known outside the Company is related to the Company’s. “Confidential Information” is intended to include, but is not limited to, trade secrets, inventions, processes, formulas, systems, computer programs, plans, programs, studies, techniques and any and all business information.
2. “Developments” means all inventions whether or not patentable, confidential information, computer programs, copyrights, trademarks or other intellectual property, made, conceived, or authored by me, alone or jointly with others, while employed by the Company, whether or not during normal business hours or on Company premises, that are within the existing or contemplated scope of the Company’s business at the time such developments are made or which result from any work I or others may do for or on behalf of the company.
3. NOTICE: No provision in the Agreement is intended to require assignment of any of my rights in an invention for which I can prove no equipment, supplies, facilities, or trade secret information of the Company was used and was developed entirely on my own time; and which I can prove (1) relates neither to the business of the Company or to the actual or demonstrably anticipated research of development of the Company; or (2) does not result from any work performed by me for the Company.

To the extent compatible with applicable state law, the provisions of the preceding paragraph do not apply to an invention which is required to be assigned by the Company to the United States Government.

- a. I will not disclose to or induce the Company to use confidential information or trade secrets of others.

- b. During my employment with the Company and thereafter, I will treat all confidential information as secret and I will never use or disclose or authorize anyone else to use or disclose such confidential information except as is expressly permitted by the Company in performance of my designated duties to the Company. I will diligently protect all confidential information against loss by inadvertent or unauthorized use of disclosure.
- c. All developments are the property of the Company and I hereby assign to the Company all my rights to such developments in all countries.
- d. In addition to other rights or remedies the company may have, the Company shall have a perpetual, royalty-free, nonexclusive license to fully utilize for any purpose all inventions, computer programs, copyrights made, conceived, or authored by me, alone or jointly with others, within one year of termination of my employment with the company, related to work I performed during my tenure of employment with the Company and which utilized confidential information.
- e. I will promptly submit to the Company written disclosure of all inventions, whether or not patentable, which are made or conceived by me, alone or jointly with others while I am employed by the Company.
- f. Upon request by the Company at any time during my employment with the Company and thereafter I will:
 - 1) Submit to the Company written disclosures of all intellectual property made, conceived, or authored by me, alone or jointly with others, while employed by the Company, and
 - 2) Provide proper assistance and execute all paper deemed by the Company to be necessary to preserve legal protection for all developments without charge to the Company, but at the expense of the Company.
- g. All written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my employment, shall be the property of the Company and shall be delivered to the Company upon termination of my employment or at any other time upon request.
- h. I hereby waive any claim for award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, with respect to any development made or conceived in the course of or under any contract with any agency of the United States Government.

- i. In order to ensure compliance with the Company’s contractual obligations to the U.S. Department of Energy (hereinafter referred to as “DOE”) and with the Company’s conflict of interest procedures, I agree as a condition of my employment or continued employment with the Company that I shall not undertake or continue in any consultant or other comparable employment services without first disclosing such proposed services to the Company and obtaining the Company’s written approval. The term “consultant or other comparable employment services” as used in the paragraph shall mean those services performed for another DOE contractor in the same or related energy field or another organization which entail the rendering of expert or professional advice and which are likely to conflict with the activities or interest of the Company or DOE.
- j. The law or the State of Washington will govern the interpretation, validity and effect of the Agreement without regard to its place of execution or its place of performance. Should I violate this Agreement, inadvertently or otherwise, I acknowledge that irreparable harm could result to the Company and that the Company shall be entitled to any remedy, legal or equitable, to correct any harm which results from such violation.
- k. This Agreement may not be superseded, amended, or modified except by a written agreement signed by me and the General Counsel of the Company or his or her delegate.
- l. If any provision of this Agreement is held to be unenforceable for any reason, it shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of the Agreement shall be deemed valid and enforceable to the fullest extent possible. If the Company decides not to exercise any of its rights under this Agreement or to take no action against any violations, such decision shall not affect the exercise of such right or taking of any action at another time.
- m. There is no other agreement or restriction which prevents the performance of my duties under this Agreement.

I acknowledge that I have read and that I understand this Agreement. I understand that to the extent applicable it remains in effect following my employment with the Company. I also understand this Agreement is legally binding upon me and it may be transferred by the Company to any of its successors or assignees.

By _____
(Employee)

Date _____

ATTACHMENT H

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON OPTIONS, INC.

SUMMARY OF EMERGENCY AND TRAVEL BENEFITS

Definitions:

Out of Area – Emergencies are covered by Kaiser Foundation Health Plan of Washington Options, Inc. (Kaiser Permanente) anywhere in the world. However, you should notify Kaiser Permanente as soon as reasonably possible (within 48 hours) if you are admitted to the hospital to ensure that the cost of your care is covered.

Emergency – If a prudent person would believe there is a life-or-limb threatening event or illness and seeks emergency care, it will be covered. Examples of an emergency might include serious breathing difficulties, unconsciousness, uncontrolled bleeding, major burns, crushing chest pain, or convulsions. In the event of a medical emergency, someone should call 911 or the local emergency number. Once the immediate situation is under control, it is very important to contact your Primary Care Provider. If you are out of town, you may also call the Kaiser Permanente Consulting Nurse at 1-800-297-6877. Out of the country call collect at 001-206-901-4636.

Urgent Care – Urgent care is covered for conditions that are not life-or-death, but must be resolved quickly to prevent them from becoming more serious. Sprains, small lacerations, respiratory ailments, or fever are examples of conditions, which may require urgent care. If you are out of town, please call the Kaiser Permanente Consulting Nurse at 1-800-297-6877. In many areas, the consulting nurse can direct you to an affiliated facility where you may receive care and make your regular in-network payment for the service.

Kaiser Permanente – Kaiser Permanente members may also use Kaiser Permanente clinics and hospitals when traveling or living temporarily in another Kaiser Permanente region with the Visiting Member program.

Important Health Plan Information:

Customer Service
1-888-901-4636
info@ghc.org

Consulting Nurse
1-800-297-6877

Notification Line
when you're admitted
to a non- Kaiser Permanente
hospital
1-888-457-9516

When out of the country
Please call during regular
Business hours
001-206-901-4636

Kaiser Permanente Travel
Advisory Service
1-888-901-4636

ATTACHMENT I
SENIORITY GROUPS/LOCAL UNIONS
Hanford Atomic Metal Trades Council

Seniority Group	Job Titles	Local Unions
001	Storekeepers	Teamsters, Local 839
002	Locomotive Engineers Conductors Switchmen	Operating Engineers, Local 280
004	Nuclear Chemical Operators Nuclear Operator Operator Trainees D&D Workers	United Steel Workers Local 12-369
005	Stationary Operating Engineers Chlorinators Process Boiler Operators	Operating Engineers, Local 280
006	Help Desk	IBEW Local 77, Machinists, Local 1951
008	Auto Mechanics-Jrn. Auto Mechanics – App. Automotive Machinists – Jrn.	Machinists, Local 1951
008B	Auto Parts Handlers	Machinists, Local 1951
009	Heavy Duty Mechanics	Operating Engineers, Local 280
009A	Heavy Equipment Parts Handlers	Operating Engineers, Local 280
010	Diesel Electric Locomotive Mechanics	Operating Engineers, Local 280
011	Sheetmetal – Jrn.	Sheetmetal Workers, Local 55

Seniority Group	Job Titles	Local Unions
	Sheetmetal – App.	
012	Track Inspectors Track Equipment Operators – I Trackman	Operating Engineers, Local 280
013	Crane Operators	Operating Engineers, Local 280
013A	Oilers (Heavy Equipment)	Operating Engineers, Local 280
013B	Heavy Equipment Operators	Operating Engineers, Local 280
014	Heavy Truck Drivers Lube and Tiremen Servicemen	Teamsters, Local 839
015	Carpenters – Jrn.	Boilermakers, Local 242
016	Janitors Floor Servicemen	Operating Engineers, local 280
018	Laboratory Instrument Specialists Instrument-App. Master Craftsman	IBEW, Local 77
020	Calibration Technicians	IBEW, Local 77
021	Linemen Assistant Linemen	IBEW, Local 77
022	Electricians-Jrn. Electricians-App. Master Craftsman	IBEW, Local 77
22A	Substation Operators	IBEW, Local 77
22C	Substation Electricians	IBEW, Local 77
22D	Meter Relay Technicians	IBEW, Local 77
022E	Electrical Dispatcher	IBEW, Local 77

Seniority Group	Job Titles	Local Unions
023	Millwrights-Jrn. Millwrights-App.	Machinists, Local 1951
024	Plumber Steamfitter-Jrn. Plumber Steamfitter-App.	Plumber/Steamfitters, Local 598
025	Painter/Carpet Installer-Jrn. Painter-Jrn.	Painters, Local 427
029	Locksmith and Safemaster-Jrn. Locksmith and Safemaster-App.	Machinists, Local 1951
031	Cement Finisher-Plasterer-Jrn. Cement Finisher-Plasterer-Trn.	Plasters and Cement Masons Local 72
032	Master Process Crane Operators Crane Operators	Operating Engineers, Local 280
033	Boilermakers-Jrn. Boilermakers-App.	Boilermakers, Local 242
034	Glazier/Glassworker-Specialist Glazier/Glassworker-Jrn.	Painters, Local 427
035	Ironworker/Riggers-Jrn.	Ironworkers, Local 14
037	Insulators-Jrn. Insulators-App.	Insulators, Local 120
038	Sign Painters-Jrn.	Painters, Local 427
039	Machine Shop Stock & Tool Attend. Stock and Tool Attend.	Machinists, Local 1951
040	Welders	Welding Pool
041	Firefighters-Platoon Firefighters-Platoon-EMT Firefighters-Area	IAFF, Local 1-24

Seniority Group	Job Titles	Local Unions
	Firefighters-Area-EMT Firefighters-Paramedic Firefighters-Paramedic-Platoon Fire Captain – Area Fire Captain - Platoon	
049	Machinists-Jrn. Machinists-App. R&D Machinists	Machinists, Local 1951
054A	Radiological Control Technicians	IBEW, Local 984
055	Auto Body Repair/Painter-Jrn.	Machinists, Local 1951
056	Material Coordinators	United Steel Workers, Local 12-369
060	Chemical Technologists	United Steel Workers, Local 12-369
062	Industrial Hygiene Technicians	IBEW, Local 984
064	Quality Assurance Technicians	IBEW, Local 984
067	Mask Fit Technicians	United Steel Workers, Local 12-369
B00	Sr. Operations Personnel-Lead Sr. Operations Personnel Sr. Tape Librarian Data Entry Personnel Data Center Lead Personnel	United Steel Workers, Local 12-369
B18	Instrument Specialists-Master Craftsmen Instrument Specialists	IBEW, Local 77
B19	Sr. Reproduction-Lead Reproduction-I Reproduction Operator-Lead	Operating Engineers, Local 280

Seniority Group	Job Titles	Local Unions
	Reproduction Operator Copy Camera Operator Stock Attendant-Bindery Operator	
B22	Communication Specialists-Master Craftsmen Communication Specialists	IBEW, Local 77
B59	Switchboard Operators	IBEW, Local 77

ATTACHMENT J

DUPONT 12-HOUR SHIFT SCHEDULE

Process for the review of 12-hour shift schedules:

Management and the Union will meet to discuss the need and various aspects and impacts of the shift such as schedule and duration. Affected employees will be notified of the shift change a minimum of two (2) weeks prior to the start of the shift. (All starting dates coincide with the beginning of a pay period.)

Hardship cases concerning working a 12-hour shift will be considered on an individual basis.

A. Section I: General Provisions

This Attachment replaces the following portions of the Collective Bargaining Agreement:

- Other provisions of the General Agreement that are in conflict with the terms of this Agreement.

For purposes of counting time limits (such as grievance responses, workers' compensation, arbitration, etc.), time limits established in this supplement or in the General Agreement shall be computed as a forty (40) hour week, Monday-Friday, straight-shift worker. These time limits will be exclusive of Fridays, Saturdays, Sundays, and Facility Closure Days listed in Article IX.

B. Section II: Schedule of Hours

1) Workday

The workday will begin at a time selected by the employer and will end twenty-four (24) hours later.

2) Workweek

The workweek will begin at the time the Monday workday begins and will end one hundred sixty-eight (168) hours later.

- 3) The employees will work on a schedule made up of day shifts and night shifts: A, B, C, and D. The DuPont 12-hour shift schedule will normally contain a four-week cycle: four-night shifts, three days off, three-day shifts, one day off, three-night shifts, three days off, four-day shifts, seven days off.

4) Shift Hours

The day shift shall start between 5:30 a.m. and 7:00 a.m. and the night shift shall start between 5:30 p.m. and 7:00 p.m. The shift will include a one-half (1/2) hour of unpaid lunch period per shift. Starting time will be designated by the Employer. The Union will be advised of the starting time.

In accordance with State Law, lunch period(s) will be provided and, if work requirements do not permit scheduling of a lunch period, payment will be made for all hours worked.

C. Section III: Overtime and Premium Rates

1) Time and one-half will be paid for all hours worked in excess of twelve hours in an employee's workday, or over forty hours in a work week.

2) Double time (2X) will be paid for all hours worked in excess of fifty-two (52) hours in an employee's work week.

3) Days of Rest

There are no "days of rest" to determine any special overtime premiums, only days off.

4) Counting Overtime Hours

Hours worked, either daily or weekly, shall be counted only once in determining overtime premium. There shall be no compounding, duplicating, or pyramiding for the same hours worked under any circumstances of any description.

5) Work on a Facility Closure Day

a) For work during his regular schedule, payment will be at time and one half (1-1/2X).

b) For work outside his regular schedule, double time (2X).

c) In addition, the employee may elect to draw pay from his TOWP account up to a maximum of twelve (12) hours.

d) For purposes of this section, the Facility Closure Day begins at the beginning of the workday on the day of the holiday and ends twenty-four (24) hours later.

6) Under no circumstance will an employee receive payment from the Company while utilizing a privately owned vehicle when called in for overtime work.

- 7) Employees who are called in to work after having left the jobsite from their last job assignment, as provided here, will receive not less than the equivalent of four (4) hours' pay at their straight-time rate.
- 8) Employees who start work prior to the starting time of their regular schedule and who thereafter complete their regular schedule will be paid at the applicable overtime rate from the time they report to work until the starting time of their regular schedule.
- 9) Employees who work overtime after completing their regular scheduled shift shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- 10) Employees who are sent home for lack of work after reporting in accordance with their regular schedule or in accordance with instructions from their supervision will receive not less than the equivalent of four (4) hours pay at their straight-time rates.
- 11) Employees who are given firm notice to report for overtime shall receive an amount equivalent to two (2) hours' pay at their straight-time rates if such notice is canceled after they have completed their last regular schedule prior to starting time of such overtime assignment. Employees will likewise be expected to fulfill their overtime commitments.

- 12) Overtime pay for any hour excludes that hour from any other overtime payment on any other basis, thus eliminating pyramiding under any provision of this Agreement.

13) Distribution of Overtime

The Company shall assign overtime, including the assignment of required overtime , in accordance with Attachment A – Overtime Procedure.

14) Overtime Staffing

It is understood by the Council that the nature of the Company's operation may require overtime work and that, under such circumstances, the Council is obliged to encourage those it represents to work overtime, as requested by the Company, in accordance with established procedures for distribution thereof.

15) Shift Premium

Employees will be paid shift premium of \$1.50 per hour only if they are assigned and work the night shift. Those assigned to day shift are not eligible for shift premium.

16) 12 Hour Schedule Pay Provisions for TOWP (PTB)

When an employee uses TOWP during his regular workday, the TOWP hours will be counted as hours worked for the purposes of determining overtime premium eligibility.

When an employee uses TOWP (PTB) during their regularly scheduled work week, only the amount of TOWP hours needed to reach a total of 40 hours shall be credited towards the base of 40 hours for the purposes of determining overtime premium eligibility.

TOWP hours used above the 40-hour base are not eligible for premium payment and paid at the straight time rate of pay.

All other absence codes (e.g., Jury Duty, Death in Family leave, etc.) are not credited to the base of 40 hours for the purposes of determining premium overtime eligibility.

17) Jury Duty/Death in Family

An employee who serves on jury duty, or is on approved Death in Family leave, on the day immediately preceding his scheduled night shift of work may receive the applicable Jury Duty pay or Death in Family Leave pay for that scheduled shift, in lieu of reporting for work. If the employee serving jury duty is rested and elects to report to work on the night shift, he will be paid at his regular straight time base rate for hours worked on his scheduled shift.

D. Section IV: Worker's Compensation

All Workers' Compensation claims filed that are receiving time loss payments prior to the ratification of this agreement shall be administered in accordance with Article XI of this collective bargaining agreement.

E. Section V: Military Service

See Article XV – Leave of Absence and Military Leave.

F. Section VI: Separation Pay Allowance

1. General

All provisions of Article XXII of the Collective Bargaining Agreement shall be applicable to the DuPont 12-hour shift workers with the exceptions noted below.

2. Exceptions

For purposes of computation of separation benefits, the employee's allowance shall be converted as if they were a standard forty (40) hours per week employee. All other provisions of Article XXII shall also apply to the 12-hour shift worker as if they were a standard forty (40) hour per week employee as well.

ATTACHMENT K

Delta Dental of Washington

Benefits	2023			2024		
	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental
Class I Diagnostic & Preventive Exams, Prophys, Fluoride, X-rays, Sealants	80%	60%	60%	80%	60%	60%
Class II - Restorative Restorations, Endodontics, Oral Surgery	70%	60%	60%	70%	60%	60%
Class III – Major Crowns, Dentures, Partials, Bridges, Implants	50%	40%	40%	50%	40%	40%
Annual Max Per Person Per Year (1/1 – 12/31)	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Deductible (Waived on Class I) Per person/per year Annual family Maximum	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100
Orthodontia Adults and Dependent Children Lifetime maximum each	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200

Willamette Dental of Washington

Benefit	2023	2024
Annual Maximum	No Annual Maximum*	No Annual Maximum*
Deductible	No Deductible	No Deductible
Office Visit Co-payment	\$20 per visit	\$20 per visit
Diagnostic and Preventative Services		
Routine and Emergency Exams	Covered at 100%	Covered at 100%
All X-rays	Covered at 100%	Covered at 100%
Teeth Cleaning	Covered at 100%	Covered at 100%
Fluoride treatment	Covered at 100%	Covered at 100%
Sealants	Covered at 100%	Covered at 100%
Head and Neck Cancer Screening	Covered at 100%	Covered at 100%
Oral Hygiene Instructions	Covered at 100%	Covered at 100%
Periodontal Screening	Covered at 100%	Covered at 100%
Periodontal Maintenance	Covered at 100%	Covered at 100%
Restorative Dentistry and Prosthetics		
Fillings	Covered at 100%	Covered at 100%
Permanent Crowns	\$120	\$120
Complete Upper or Lower Denture	\$170	\$170
Bridge per tooth	\$120	\$120
All lab fees	Covered at 100%	Covered at 100%
Endodontics and Periodontics		
Root canal therapy - anterior	\$50	\$50
Root canal therapy - bicuspid	\$75	\$75
Root canal therapy - molar	\$100	\$100
Osseous Surgery - per quadrant	\$140	\$140
Root Planning - per quadrant	Fully Covered	Fully Covered
Oral Surgery		
Routine extraction - single tooth	Covered at 100%	Covered at 100%
Surgical extraction	\$50	\$50
Orthodontia		
Pre-orthodontic service	\$150**	\$150**
Comprehensive Orthodontia	\$1,500	\$1,500
Miscellaneous		
Local Anesthesia (Novocain)	Covered at 100%	Covered at 100%
Nitrous Oxide (per visit)	\$10	\$10
*Dental Implant Surgery	\$1500 max benefit CY	\$1500 max benefit CY
After-hours emergency care	\$20	\$20
Missed appointment fee	\$20	\$20
Out of area emergency care reimbursement up to	\$100	\$100
TMJ	1,000 annual maximum/ \$5,000 lifetime maximum*	1,000 annual maximum/ \$5,000 lifetime maximum*
Specialist Office Visit Co-pay	\$30	\$30

**Fee credited toward comprehensive orthodontic co-payment if patient accepts treatment plan.

BENEFITS	KAISER POS OPTIONS 2023	KAISER POS OPTIONS 2024
Annual Out-of-Pocket Maximum	In Network: \$1,150/\$2,300 Out of Network: \$2,875/\$5,750	No Change
Deductible – In-Network Deductible – Out-of-Network	In Network: \$150/\$300 Out of Network: \$250/\$500 (Deductible included in out of pocket limit)	No Change
Coinsurance – In Network Coinsurance – Out-of-Network	In Network: 80%/20% Out of Network: 70%/30%	No Change
Office Visit/Urgent Care	In Network: 80%/20% Out of Network: 70%/30%	No Change
Preventive care Well adult and well child physicals, immunizations, pap smears, mammograms and prostate/ <i>colorectal</i> cancer screening	No change In Network Covered in full Out of Network: No co-pay, deductible and co-insurance apply	No change
Lab & X-Ray Services	In Network: 80%/20% Out of Network: 70%/30%	No Change
Chiropractic Care	In Network: 80%/20% Out of Network: 70%/30% Visits: 20 per year	No Change
Prescription Drugs	In Network Retail: \$20/\$40/\$60 Generic/formulary brand/non-formulary Mail-order: <ul style="list-style-type: none"> • Up to 90 day supply \$40/\$80/\$120 • Subject to formulary Allergy Serum - No Change Out of network: \$25/\$45/\$65 Not subject to deductible	No Change
Inpatient Hospital	In Network: 80%/20% Out of Network: 70%/30%	No Change
Outpatient Hospital	In Network: 80%/20% Out of Network: 70%/30%	No Change
Maternity Services	In Network: 80%/20% Out of Network: 70%/30%	No Change

BENEFITS	KAISER POS OPTIONS 2023	KAISER POS OPTIONS 2024
Emergency Room Care (Hospital)	Co-pay (waived if admitted) \$150 Co-insurance 20% and Deductible In and Out of Network	No Change
Ambulance	Plan pays 80% Employee pays 20%	No Change
Durable Medical Equipment & Supplies	In Network: 80%/20% Out of Network: 70%/30%	No Change
Rehabilitation Services Inpatient physical, occupational and restorative speech therapy services combined, including services for neurodevelopmental disabled children age six (6) and under. MHCN and community provider benefit limits are combined and cannot be duplicated. Sixty (60) visits per condition per calendar year after the annual deductible is satisfied	In Network <u>Outpatient:</u> Co-insurance 80/20% Visits: No Change <u>Inpatient:</u> Co-insurance 80/20% Visits: No Change Out of Network <u>Outpatient:</u> Co-insurance 70%/30% Visits: No Change <u>Inpatient:</u> Co-insurance 70%/30% Visits: No Change	No Change
Mental Health Services <u>Outpatient</u> <u>Inpatient</u> Pre-authorization required, or benefits may not be covered	In Network No Copay, deductible and coinsurance apply 80%/20% Out of Network No Copay, deductible and coinsurance apply 70%/30% <hr/> In Network Deductible and coinsurance apply 80%/20% Out of Network Deductible and coinsurance apply 70%/30%	No Change No Change <hr/> No Change No Change
Chemical Dependency	In Network: 80%/20% Out of Network: 70%/30%	No Change
Vision Exam	In Network: Covered in full Out of Network: Co-insurance	No Change
Optical Hardware	Covered up to \$165 once every 24/months per member Members under age 19 limited to 1 pair of frames and lenses per year.	No Change

BENEFITS	UnitedHealthcare PPO	
	2023	2024
Annual Out-of-Pocket Maximum	In Network \$1,350/\$2,700 Out of Network: \$3,500/\$7,000	No Change
Deductible – In-Network	\$325/\$650	No Change
Deductible – Out-of-Network	\$425/ \$850	No Change
Coinsurance – In Network	In Network: 80/20%	No Change
Coinsurance – Out-of-Network	Out of network: 60/40%	No Change
Office Visit/Urgent Care	In Network: 80/20% Out of network: 60/40%	No Change
Preventive care *Wellness medical care *Well-baby and well-child care. *Routine well-woman examinations, including pap smears, pelvic examinations and mammograms *Routine well man exams, including PSA tests *Routine wellness care *Immunizations, may not include shingles	In Network: No co-pay for preventive/ wellness care Must be coded as such exclusively Out of Network: 60/40%	No Change
Lab & X-Ray Services	In Network: 80/20% Out of network: 60/40%	No Change
Chiropractic Care	In Network: 80/20% Out of Network: 60/40% Visits: 20 total	No Change
Prescription Drugs Express Scripts, Inc.	Retail (30 day supply) \$10 generic /\$35 brand name preferred/ \$50 brand non- preferred/20% with min out of pocket \$65 and max out of pocket \$150 Specialty drug Mail Order (90-day supply) \$20/\$70/\$100 No deductible Maximum Out-of-Pocket \$1,750 Individual/\$2,750 Family Step Therapy Program Prior Authorization	No Change
Inpatient Hospital	In Network: 80/20% Out of Network: 60/40%	No Change
Outpatient Hospital	In Network: 80/20% Out of Network: 60/40%	No Change
Maternity Services	In Network: 80/20% Out of Network: 60/40%	No Change

Emergency Room Care (Hospital)	\$150 per visit plus 20% after deductible	No Change
Ambulance	80/20% after deductible	No Change
Durable Medical Equipment & Supplies	In Network: 80/20% after deductible Out of Network: 60/40% After deductible	No Change
Rehabilitation Services Any combination of PPO Network and PPO Non-Network <u>Benefits are limited as follows:</u> • 30 visits of physical therapy per calendar year • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year • 20 visits of pulmonary rehabilitation therapy per calendar year • 20 visits of cardiac rehabilitation therapy per calendar year <u>Out-of Area Benefits are limited as follows:</u> • 30 visits of physical therapy per calendar year. • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year. • 20 visits of pulmonary rehabilitation therapy per calendar year. • 20 visits of cardiac rehabilitation therapy per calendar year.	In Network: <u>Outpatient:</u> 80/20% Visits: 30/CY 20 for Cardiac and Pulmonary <u>Inpatient:</u> 80/20% Visits: 30/CY 20 for Cardiac and Pulmonary Out of network: 60/40%	No Change
Mental Health Services *Pre-authorization required, or benefits may not be approved	In Network <u>Outpatient:</u> 80%/20% coinsurance & deductible applies <u>Inpatient:</u> 80%/20% coinsurance & deductible applies Out of Network Outpatient: 60%/40% coinsurance & deductible applies Inpatient: 60%/40% coinsurance & deductible applies	No Change
Chemical Dependency	<u>Inpatient:</u> In Network: 80%/20% coinsurance & deductible applies Out of Network: 60%/40% coinsurance & deductible applies <u>Outpatient:</u> In Network: 80%/20% coinsurance & deductible applies Out of Network 60%/40% coinsurance & deductible applies	No Change
Vision Exam	In-network: UHC VISION Annual Exam : \$10 co-pay	No Change

	Out of network: Exam annually. 85% of R&C. Maximum reimbursement in a calendar year is \$165 for exam and hardware combined.	
Optical Hardware	In-network: UHC VISION Lenses- every 12 months \$10 co-pay Frames – every other year Out of network: Frames and lenses every other year. Up to \$165.00 total (including exam)	No Change

BENEFITS	KAISER QUALIFIED HIGH DEDUCTIBLE HEALTH PLAN (QHD) 2023	KAISER QHD 2024
Annual Out-of-Pocket Maximum	In Network: \$3,500/\$7,000* (family aggregate) Out of Network: No limit/No limit	Indexed annually-- changes will follow IRS rules
Deductible – In-Network Deductible – Out-of-Network	In Network: \$1,500/\$3,000*(family aggregate) Out of Network: \$3,000/\$6,000	Indexed annually-- changes will follow IRS rules Indexed annually-- changes will follow IRS rules
Coinsurance – In Network, after deductible Coinsurance – Out-of-Network	In Network: 80%/20% Enhanced provider: 90%/10% Out of Network: 50%/50%	No Change
Office Visit/Urgent Care, after deductible	In Network: Deductible and co-insurance apply, then 80%/20% Out of Network: Deductible and co-insurance apply, then 50%	No Change
Preventive care Well adult and well child physicals, immunizations, pap smears, mammograms and prostate/colorectal cancer screening	In Network: Covered in full Out of Network: Deductible and co-insurance apply	No change
Lab & X-Ray Services	In Network: Deductible and co-insurance apply, then 80%/20% Out of Network: Deductible and co-insurance apply, then 50%	No Change
Chiropractic Care	In Network: Deductible and co-insurance apply, then 80%/20%, covered for 12 visits without prior authorization. Out of Network: Deductible and co-insurance apply, then 50% Visits: Additional visits may be approved with prior authorization.	No Change
Prescription Drugs	In Network Retail: Preferred generic/preferred brand/non-preferred 20% co pay up to a 30-day supply (10% enhanced) Mail-order: <ul style="list-style-type: none"> • Up to 90-day supply 2x's the enhanced benefit prescription drug cost share. • Subject to formulary Out of network: Not covered	No Change

Inpatient Hospital	In Network: Deductible and co-insurance apply, then 80%/20% Out of Network: Deductible and co-insurance apply, then 50%	No Change
Outpatient Hospital	In Network: Deductible and co-insurance apply, then 80%/20% Out of Network: Deductible and co-insurance apply, then 50%	No Change
Maternity Services	In Network: Deductible and co-insurance apply, then 80%/20% Out of Network: Deductible and co-insurance apply, then 50%	
Emergency Room Care (Hospital) waived if admitted	In Network: Co-pay \$200 Deductible and co-insurance apply, then 80%/20% Out of Network: Co-pay \$200 Preferred provider deductible and co-insurance apply, then 50%	No Change
Ambulance	In Network: Deductible and co-insurance apply, then 80%/20% Out of Network: Preferred provider Deductible and co-insurance apply, then 50%	No Change

BENEFITS	KAISER QUALIFIED HIGH DEDUCTIBLE HEALTH PLAN (QHD) 2023	KAISER QHD 2024
Durable Medical Equipment & Supplies	<p>In Network: Deductible and co-insurance apply, then 80%/20%</p> <p>Out of Network: Deductible and co-insurance apply, then 50%</p>	No Change
<p>Rehabilitation Services</p> <p>Rehabilitation visits are a total of combined therapy visits per calendar year.</p>	<p>In Network:</p> <p><u>Outpatient:</u> Deductible and co-insurance apply, then 80%/20% Visits: 45 visits per CY Mental health diagnosis covered with no limit</p> <p><u>Inpatient:</u> Deductible and co-insurance apply, then 80%/20% Visits: 30 days per CY Mental health diagnoses covered with no limit</p> <p>Out of Network:</p> <p><u>Outpatient:</u> Deductible and co-insurance apply, then 50% Visits: Visit limits shared with preferred provider network</p> <p><u>Inpatient:</u> Deductible and co-insurance apply, then 50% Visits: Day limits shared with preferred provider network</p>	No Change
<p>Mental Health Services</p> <p><u>Outpatient</u></p> <p><u>Inpatient</u> Pre-authorization required, or benefits may not be covered</p>	<p>In Network: Deductible and coinsurance apply, then 80%/20%</p> <p>Out of Network: Deductible and coinsurance apply, then 50%</p> <hr/> <p>In Network: Deductible and coinsurance apply, then 80%/20%</p> <p>Out of Network: Deductible and coinsurance apply, then 50%</p>	<p>No Change</p> <p>No Change</p> <hr/> <p>No Change</p> <p>No Change</p>
Chemical Dependency	<p>In Network: Inpatient/Outpatient: Deductible and co-insurance apply, then 80%/20%</p> <p>Out of Network: Inpatient/Outpatient: Deductible and co-insurance apply, then 50%</p>	No Change
Vision Exam	<p>In Network: Covered in full</p> <p>Out of Network: Covered in full</p>	No Change
Optical Hardware	<p>Members age 19 and over covered up to \$150 once every 12/months per member.</p> <p>Members under age 19 limited to 1 pair of frames and lenses per year, contact lenses covered at 50% co-insurance.</p>	No Change

ATTACHMENT L

The employee medical/vision and dental contributions for calendar years 2023-2024					
		<u>Kaiser Permanente</u>	<u>UnitedHealthcare</u>	<u>Willamette Dental</u>	<u>Delta Dental</u>
	January 2023	24%	24%	25%	25%
	January 2024	24%	24%	25%	25%
Built-in cap based on plan design changes and 13% medical premium escalation for 2024.					
Built-in cap based on plan design changes and 5% dental premium escalation for 2024.					
Kaiser Permanente-Point of Service					
	2023 Premiums (Monthly)	2024 Projected Premiums with Escalation @ 13%	2023 Employee Contribution (%)	2023 Maximum Employee Contribution (\$)	
Employee	\$ 708.10	\$ 800.15	24%	\$ 169.94	
Employee +1	\$ 1,295.75	\$ 1,464.20	24%	\$ 310.98	
Employee + >1	\$ 2,173.87	\$ 2,456.47	24%	\$ 521.73	
	2024 Projected Premiums (Monthly)		2024 Employee Contribution (%)	2024 Maximum Employee Contribution (\$)	
Employee	\$ 800.15		24%	\$ 192.04	
Employee +1	\$ 1,464.20		24%	\$ 351.41	
Employee + >1	\$ 2,456.47		24%	\$ 589.55	
The maximum monthly contributions are based on a projected 13% increase in the premium for health plans for years 2024.					
In the event the premium increase is less than the projected escalation rate (13%), the employee contributions will be based on the percent specified for each plan.					
In the event the premium increase is greater than the projected escalation rate (13%), the employee's contributions will be based on the maximum employee monthly contribution rate specified in this document.					

The employee medical/vision and dental contributions for calendar years 2023-2024					
		<u>Kaiser Permanente</u>	<u>UnitedHealthcare</u>	<u>Willamette Dental</u>	<u>Delta Dental</u>
	January 2023	24%	24%	25%	25%
	January 2024	24%	24%	25%	25%
Built-in cap based on plan design changes and 13% medical premium escalation for 2024.					
Built-in cap based on plan design changes and 5% dental premium escalation for 2024.					
Kaiser Permanente-Qualified High Deductible Plan					
	2023 Premiums (Monthly)	2024 Projected Premiums with Escalation @ 13%	2023 Employee Contribution (%)	2023 Maximum Employee Contribution (\$)	
Employee	\$ 508.78	\$ 574.92	24%	\$ 122.11	
Employee +1	\$ 931.03	\$ 1,052.06	24%	\$ 223.45	
Employee + >1	\$ 1,561.98	\$ 1,765.04	24%	\$ 374.88	
	2024 Projected Premiums (Monthly)		2024 Employee Contribution (%)	2024 Maximum Employee Contribution (\$)	
Employee	\$ 574.92		24%	\$ 137.98	
Employee +1	\$ 1,052.06		24%	\$ 252.50	
Employee + >1	\$ 1,765.04		24%	\$ 423.61	
The maximum monthly contributions are based on a projected 13% increase in the premium for health plans for years 2024.					
In the event the premium increase is less than the projected escalation rate (13%), the employee contributions will be based on the percent specified for each plan.					
In the event the premium increase is greater than the projected escalation rate (13%), the employee's contributions will be based on the maximum employee monthly contribution rate specified in this document.					

The employee medical/vision and dental contributions for calendar years 2023-2024					
		<u>Kaiser Permanente</u>	<u>UnitedHealthcare</u>	<u>Willamette Dental</u>	<u>Delta Dental</u>
	January 2023	24%	24%	25%	25%
	January 2024	24%	24%	25%	25%
Built-in cap based on plan design changes and 13% medical premium escalation for 2024.					
Built-in cap based on plan design changes and 5% dental premium escalation for 2024.					
United HealthCare- PPO					
	2023 Premiums (Monthly)	2024 Projected Premiums with Escalation @ 13%	2023 Employee Contribution (%)	2023 Maximum Employee Contribution (\$)	
Employee	\$ 1,844.08	\$ 2,083.81	24%	\$ 442.58	
Employee +1	\$ 3,568.96	\$ 4,032.92	24%	\$ 856.55	
Employee + >1	\$ 5,170.95	\$ 5,843.17	24%	\$ 1,241.03	
	2024 Projected Premiums (Monthly)		2024 Employee Contribution (%)	2024 Maximum Employee Contribution (\$)	
Employee	\$ 2,083.81		24%	\$ 500.11	
Employee +1	\$ 4,032.92		24%	\$ 967.90	
Employee + >1	\$ 5,843.17		24%	\$ 1,402.36	
The maximum monthly contributions are based on a projected 13% increase in the premium for health plans for years 2024.					
In the event the premium increase is less than the projected escalation rate (13%), the employee contributions will be based on the percent specified for each plan.					
In the event the premium increase is greater than the projected escalation rate (13%), the employee's contributions will be based on the maximum employee monthly contribution rate specified in this document.					

The employee medical/vision and dental contributions for calendar years 2023-2024						
		<u>Kaiser Permanente</u>	<u>UnitedHealthcare</u>	<u>Willamette Dental</u>	<u>Delta Dental</u>	
	January 2023	24%	24%	25%	25%	
	January 2024	24%	24%	25%	25%	
Built-in cap based on plan design changes and 13% medical premium escalation for 2024.						
Built-in cap based on plan design changes and 5% dental premium escalation for 2024.						
Willamette Dental						
	2023 Premiums (Monthly)	2024 Projected Premiums with Escalation @ 5%	2023 Employee Contribution (%)	2023 Maximum Employee Contribution (\$)		
Employee	\$ 51.20	\$ 53.76	25%	\$ 12.80		
Employee +1	\$ 102.60	\$ 107.73	25%	\$ 25.65		
Employee + >1	\$ 192.25	\$ 201.86	25%	\$ 48.06		
	2024 Projected Premiums (Monthly)		2024 Employee Contribution (%)	2024 Maximum Employee Contribution (\$)		
Employee	\$ 53.76		25%	\$ 13.44		
Employee +1	\$ 107.73		25%	\$ 26.93		
Employee + >1	\$ 201.86		25%	\$ 50.47		
The maximum monthly contributions are based on a projected 5% increase in the premium for dental plans for 2024.						
In the event the premium increase is less than 65, the employee contributions will be based on the percent specified for each plan.						
In the event the premium increase is greater than 5%, the employee's contributions will be based on the maximum employee monthly contribution rate specified in this document.						

The employee medical/vision and dental contributions for calendar years 2023-2024					
		<u>Kaiser Permanente</u>	<u>UnitedHealthcare</u>	<u>Willamette Dental</u>	<u>Delta Dental</u>
	January 2023	24%	24%	25%	25%
	January 2024	24%	24%	25%	25%
Built-in cap based on plan design changes and 13% medical premium escalation for 2024.					
Built-in cap based on plan design changes and 5% dental premium escalation for 2024.					
Delta Dental					
	2023 Premiums (Monthly)	2024 Projected Premiums with Escalation @ 5%	2023 Employee Contribution (%)	2023 Maximum Employee Contribution (\$)	
Employee	\$ 45.11	\$ 47.37	25%	\$ 11.28	
Employee +1	\$ 81.54	\$ 85.62	25%	\$ 20.39	
Employee + >1	\$ 120.66	\$ 126.69	25%	\$ 30.17	
	2024 Projected Premiums (Monthly)		2024 Employee Contribution (%)	2024 Maximum Employee Contribution (\$)	
Employee	\$ 47.37		25%	\$ 11.84	
Employee +1	\$ 85.62		25%	\$ 21.40	
Employee + >1	\$ 126.69		25%	\$ 31.67	
The maximum monthly contributions are based on a projected 5% increase in the premium for dental plans for 2024.					
In the event the premium increase is less than 5%, the employee contributions will be based on the percent specified for each plan.					
In the event the premium increase is greater than 5%, the employee's contributions will be based on the maximum employee monthly contribution rate specified in this document.					

**APPENDIX "A" AGREEMENT(S) - STOREKEEPERS, SENIORITY GROUP 001,
LOCAL 839**

JOB DEFINITION

STOREKEEPER

Perform complex stores and warehousing work involving a broad knowledge of receiving, disbursing and shipping material. Performs work such as filling material orders, answering inquiries regarding stock and shipment, arranging for special deliveries, investigating complaints, locating lost shipments, maintaining storage yards, performing inventories, transferring materials, marking and identifying materials, storage bins and/or racks, assisting in the storage, packaging and shipping of hazardous materials, etc. Operate forklifts, order pickers, carts, etc. involved in warehouse operations and utilizes computers and automatic data processing equipment in the performance of the above functions. May train and direct others.

UNDERSTANDINGS:

1. There will be one overtime group for Storekeepers within the Company. The back-up overtime group will be those Storekeepers located at 2101M.

**APPENDIX "A" AGREEMENT(S) – NUCLEAR CHEMICAL OPERATORS,
SENIORITY GROUP 004, LOCAL 12-369**

JOB DEFINITION

NUCLEAR CHEMICAL OPERATOR (NCO) - JOURNEYMAN

Responsible for carrying out assignments in many different areas covering a wide variety of products and processes, in operating diverse equipment, in performing a sequence of complex operations. Work with a minimum of supervision and take the lead in performing work including troubleshooting, indoctrination of new employees, emergency procedures, and similar items. May direct and train others.

NUCLEAR OPERATOR (NO)

Responsible for the operation of diverse equipment, performing a sequence of complex operations, generally, in accordance with operational procedures. May direct and train others.

OPERATOR TRAINEE (OT)

Operate equipment and perform a variety of functions following standard work processes. Perform and assist on complex operation under direction.

DECONTAMINATION & DECOMMISSION WORKER

Perform any and all work required to stabilize, decontaminate, disassemble and and/or package items identified for stabilization, decontamination and/or decommissioning including any property, facility, structure or system such as piping, machine, electrical, ventilation or others. Must be able to use a variety of supplies, tools and equipment in the decontamination, disassembly or packaging process.

The following job functions and jurisdiction listed below shall apply to the above NCO classifications and job definitions. It is agreed that all jurisdictional areas covered by the former Seniority Groups 004, 052 and 053, 061, and 063 are in full effect in the above NCO classifications.

- Nuclear Chemical Operator (004)
- Nuclear Reactor Control Operator/Certified (052)
- Reactor Fuels Operator (052)
- Metal Fuels Operator (053)
- Hot Cell Technician (061)
- EDS Hot Cell Technician (063)

FORMER JOB DEFINITIONS IN FULL EFFECT WITHIN NCO CLASSIFICATION

Chief Reactor Fuels Operator (052)

Working leader who directs others in the reactor fuels function and performs duties such as, but not limited to, all fuels storage basin activities, including storage, packaging and shipping, all floor operations associated with the N-Reactor operational and shutdown activities including charge-discharge, inspections, taking data and monitoring building service groups to ensure safety and operating continuity.

Reactor Fuels Operator Journeyman (052)

Responsible for a variety of tasks in the reactor fuels function such as, but not limited to, all fuels storage basin activities, including storage, packaging and shipping, all floor operations associated with the N-Reactor operational and shutdown activities including charge-discharge, inspection, taking data and monitoring building service groups to ensure safety and operating continuity.

Reactor Fuels Operator Trainee (052)

Training in the above journeyman classification. For purposes of a job assignment, a trainee may perform any of the reactor fuels operator journeyman qualified job functions for which the employee, as determined by management, is qualified. Prior to promotion to journeyman, must be qualified in and maintain qualification for a minimum of 60% of the fuels functions listed for the reactor fuels operator journeyman classification.

N Nuclear Reactor Control Operator Certified (052)

Perform all control room functions including console operation, instrument monitoring., directly related to the N Nuclear Reactor process and associated equipment. Responsible for the start up, operation, and shutdown of reactor and coordination and auxiliary systems including water, steam, electrical generation, switching, etc.

Lead lower rated operators and may independently perform any station function related to the reactor process.

Chief Metal Operator (053)

Working leader who directs others in the fuels fabrication function and performs duties such as (but not limited to) hydro press operations, acid recover-concretion, materials movement, whiteroom and chemical processing operations.

Metal Operator Journeyman (053)

Responsible for a variety of tasks in the fuels production operation such as (but not limited to) hydro press operation, high pressure autoclave, heat treating, chemical processing, welding, off-shift coverage surveillance of process equipment and materials, stamping, etching, assembly, billet prep, recovery, concretion, support and end welding, vacuum blasting, whiteroom assembly, receiving, storage, shipping, inspection, testing, etc.

Metal Operator Trainee (053)

Training in the above journeyman classification. For purposes of job assignments, a trainee may perform any of the metal operator journeyman qualified job functions for which employee, as determined by management is qualified. Prior to promotion to metal operator journeyman

qualified, must be qualified in and maintain qualification skills in a minimum of seven of the functions listed for metal operator journeyman qualified classification.

Hot Cell Technicians (061)

The responsibilities of a Hot Cell Technician (HCT) is to perform operations historically performed by the Hot Cell Technicians prior to their organization, associated with hot cells and to support the facilities that house the hot cells, Buildings 324 and 327, in tasks of a radiological manner.

These activities include: operating a variety of remote/non-remote material handling/transfer equipment; assisting in design of such equipment; supporting maintenance of fissionable material inventories; testing fissionable material; and waste packaging and decontamination of equipment related to hot cell operation.

HCT will also pretest and troubleshoot the new process equipment; set up, operate, and maintain equipment related to hot cell work; monitor hot cell systems and perform data collection to work plans and procedures.

EDS Senior Technician (063)

Performs complex EDS Technician functions in a fully qualified role including handling of fuel. Requires creative thinking and an extensive knowledge of established precedent and procedures.

Responsibilities include all of those of an EDS or Fuel Wash Technician and the following: Perform safe and efficient equipment operation and component handling with strict adherence to criticality safety and technical specifications. Assist with on-shift technical direction of IEM Cell and MASF operations. Maintain through knowledge of all applicable operating and administrative procedures. Review IEM Cell and MASF systems and documentation for technical, safety and operational adequacy. Maintain Fuel Handler Qualifications. Perform all other related EDS Hot Cell Technician duties as required.

UNDERSTANDINGS:

The terms of this Agreement apply to personnel employed in the classifications identified as Nuclear Chemical Operator (NCO), Nuclear Operator (NO) and Operator Trainee (OT) in Seniority Group 004.

1. SUPERVISORY WORK GROUP

There will be one supervisory work group for the Nuclear Chemical Operators within the Company.

Management may modify supervisory work groups to better accommodate business needs after discussing the need with the Union.

ESTABLISHMENT OF SHIFT ASSIGNMENTS:

Shift assignments will be made based on the following:

- 1) Volunteers
- 2) Lacking volunteers, the least senior person within the supervisory work group will normally be assigned.

It is recognized that the health and safety of the employees, the progress of the work, certification, security clearances, work restriction, radiation exposure, training and qualification, may preclude rigid adherence to the least senior person being assigned. It is not the intent of the Employer to use this provision to unreasonably limit adequate training for our employees to meet the needs of the Employer. The assignments described above do not require negotiations with the Council prior to implementation, provided the proper advance notice is given to the employee.

2. OVERTIME GROUPS

The following primary overtime groups within the Company are listed below:

Primary Overtime Groups

Group 1	Production Operations
Group 2	Waste Operations Services
Group 3	Sampling Operations/Projects
Group 4	Retrieval Operations
Group 5	242-A Evaporator
Group 6	Effluent Treatment (ETF)

OVERTIME ADMINISTRATION

Overtime hours accumulated throughout the calendar year will be recorded as hours worked or refused regardless of absences. Overtime hours will be re-zeroed after the first full week in January of each year. This language is intended to affect only members of 004 Seniority Group under this Appendix A Agreement.

Employees who have medical/work restrictions (lifting, respirator, or other) will be deleted from the overtime list. (i.e., Beryllium Restrictions, Radiation Dose Restrictions, or Pregnancy are exempt from deletion). This will not exempt employees for mandatory overtime assignments. Removal and addition hour adjustments on the overtime list will be made per Attachment A Overtime Procedure.

Base only qualification overtime opportunities will be offered to the low hour employee within the supervisory work group, which includes all overtime groups (1 through 6).

Base and Additional NCO qualification overtime opportunities will be offered to the Primary Overtime Group first and then will be offered to the low hour qualified employee within the supervisory work group, which includes all overtime groups (1 through 6).

The company will continue to assign qualifications to the NCOs in accordance with section I bullet 1.

In the event the Company's overtime requirement exceeds the available volunteers, defer to the Attachment A Overtime Procedure for mandatory overtime.

In conjunction with Attachment A of the Labor Agreement, and when the need for overtime exists the overtime management group may contact employees for filling of overtime needs (i.e., telephone, cell phone, text messaging, mass group text messaging, etc.)

3. OPERATOR RECALL ORDER FOR SENIORITY GROUP 004

The following recall order shall be established for those individuals within seniority group 004:

- A. An employee laid off from the operator classifications who exercised bump rights to the D&D classification, will be recalled to the operator classification in reverse order of layoff, without regard to the length of time out of the classification as long as he/she retains active employment status as a D&D worker.
- B. An employee laid off from the operator classifications who did not bump to the classification of D&D worker will have recall rights to the operator classification only, in reverse order of layoff. However, seniority and recall rights shall be extinguished pursuant to Article XII, Section 12.A based upon the date of the layoff.
- C. A D&D worker with recall rights to operator who quits or is terminated from his/her job as a D&D worker or refuses recall to D&D shall immediately activate the operator recall time limits pursuant to Article XII, Section 12.A based upon the layoff date from the operator classification.
- D. An employee laid off from the operator classification who exercised bump rights to the D&D worker classification and is subsequently laid off from D&D, will have recall rights to the operator and D&D classifications pursuant to the time limits in Article XII, Section 12.A, based upon the date of layoff as a D&D worker. If the individual is recalled to D&D worker first, the time limits for recall to operator will be waived.
- E. An employee laid off from the classification of NCO who exercised bump rights to the D&D Worker classification and is subsequently recalled to NCO will return to the wage progression step and the certification premium pay progression step that he was in at the time of his regression to D&D Worker. A NCO Journeyman

laid off to D&D Worker who is recalled will be returned to his/her Journeyman rate.

4. SHIFT TO DAY SHIFT BUMP PROCEDURE

This procedure establishes the manner in which Nuclear Chemical Operators will be rotated on days and shift and shift and days within each supervisory work group.

This procedure applies to all Nuclear Operators, Nuclear Chemical Operators (NCO'S) and NCO Working Leaders, except for Operator Trainees who may be assigned shift work for training purposes as determined by the manager. The word "shift" is meant to include all shift assignments other than a "Straight Day" employee, as described in the Employer/HAMTC Labor Agreement.

- A. An operator desiring to bump from day shift to a specific shift or from shift to day shift must submit a written request a minimum of 30 days prior to the date of the bump. Normally the request will be honored within that 30 days period
- B. Once the operator has agreed to the move and the exchange in assignments has been scheduled, the operator will be required to make the move.
- C. An operator who volunteers must work at least twelve (12) continuous months on any either shift within his/her assigned supervisory work group before becoming eligible to bump as outlined below:
 - 1) An operator on shift or day shift may bump a less senior operator on the day shift or shift within the same Supervisory Work Group.
 - 2) The most senior volunteer will be selected, lacking volunteers, the least senior operator within the supervisory work group on the day shift or shift will be bumped.
 - 3) Building Stewards working days are not eligible to be bumped. Building Stewards are required to work days and will be moved to day shift on a priority basis. Only one chief steward per supervisory work group is exempt from the bump procedure.
- D.
 - 1) Operator Trainees will not be eligible for the bump procedure.
 - 2) All operators including Stewards may be assigned to shift for up to six (6) months to obtain assigned qualifications.
- E. Operators being bumped from days to shift or from shift to days shall retain their vacation selections on the shift to which they are being bumped.

- 1) The vacation periods selected by the members of the shift will not be affected by the assignment of the bumped operator to the shift.
 - 2) Operators bumping to days or shift will select their vacation from unused periods on the day shift vacation calendar.
 - 3) Vacated vacation periods will be filled by certified operators on a seniority basis, including both operators affected by the bump. Trading of vacation selections will not be allowed, if the trade prevents a higher seniority operator from selecting the vacated vacation period.
- F. The Company may accommodate day shift restricted personnel, as long as the operator's restriction does not impact a more senior operator's bump rights as granted under Section 3.C.1 and 3.C.2 of this procedure.
- 1) All restrictions must be verified by the Site Occupational Medical Provider (SOMP).
 - 2) All day shift restricted personnel will be exempt from working segments of rotating shifts. They will be deleted from the applicable overtime list.
- G. It is the intent of this procedure to maintain adequate skill levels within all shifts involved in bumping actions while at the same time giving consideration to the wishes and desires of the employees.
- H. If this procedure proves unworkable in practice, the Company and the Council will negotiate the changes necessary to maintain this procedure as an effective vehicle for shift to days bumping.

5. NON-TEMPORARY TRANSFERS

- A. The non-temporary transfer of the operators between Overtime Groups will be accomplished via the rules of seniority. In practice, if management elects to reduce the number of operators in a particular Overtime Group and increase operators by a like number in another Overtime Group, the adjustment will be made by seeking volunteers, and lacking sufficient volunteers assigning the least senior operators from the Overtime Group reducing operators to the Overtime Group increasing Operators.
- B. Health and Safety of the employees, security clearances, work restrictions, radiation exposure, training and qualification, circumstances of individual hardship to the employee and other factors may preclude rigid adherence to the least senior employee being assigned.

6. OPERATOR TRAINING AND QUALIFICATION PROGRAM

A. OBJECTIVE

The Objective of the training and qualification program for Seniority Group 004 (Operators) is to provide fully trained and qualified operating personnel to operate the Tank Farm facilities in compliance with plant operating procedures, Technical Safety Requirements, and appropriate Department of Energy orders and directives along with all other applicable laws and regulations.

B. PROGRAM REQUIREMENTS

Per the Training and Implementation Matrix (TIM) that describes the training plan for the Office of River Protection (ORP) Project Tank Farm Contractor, the Tank Farms are a Category 2, Non-Reactor Nuclear Facility. The TIM, approved by ORP, defines the organization, planning, and administration of training programs, and sets forth the responsibilities, authority, and methods for conducting training for non-reactor nuclear facilities as described in DOE Order 426.2.

In compliance with DOE Order 426.2, qualification shall replace certification for the purpose of the Operator Training Program.

C. TRAINING REQUIRED FOR QUALIFICATION

All operators shall be trained to safely, efficiently and effectively operate the Tank Farms facilities. As designated by management, operators are qualified to perform certain activities based upon their meeting of entry level requirements, completion of the Core Training, and previous experiences.

The operator training program shall consist of:

1. Core Training - Training shall include: fundamentals of mathematics, chemistry, instrumentation, electrical theory, and system and process fundamentals.
2. Qualification – Training steps include: classroom training, examinations, on-the-job training (OJT), on-the-job evaluations (OJE), and performance demonstrations (PD). The application of program components will be based on the level of difficulty and/or complexity of the tasks being performed. Per DOE Order 426.2, a graded approach shall be used to establish the systematic approach to training for operations personnel.

3. Requalification Process- Each operator shall re-qualify on the Base and additional assigned qualifications on a two (2) year cycle, as determined by the original date of each initial certification qualification. Re-qualification will consist of a reexamination and a performance demonstration.
4. Base Qualification – Training shall include plant interrelationships, operational safety and plant operating requirements, surveillance, equipment safety, alarm response, abnormal and emergency response, and other details of processes, equipment, and procedures specific to the Tank Farms.
5. Assigned Qualifications - Operators who have met the Base Qualification will be assigned qualifications based on assigned work scopes.
6. Additional Qualifications – Operators who have obtained all their assigned Qualifications may request additional qualifications under the following provisions:
 - Operators may pursue additional qualifications that are in their overtime group on a voluntary basis. Scheduled training time will not be provided, and the operator must arrange for voluntary training on a basis that does not interfere with his/her regular work assignments.
 - Additional qualifications beyond those assigned by management may be obtained outside an operator’s assigned overtime group, on an exception basis. Such exceptions require specific approval of the responsible operations managers of both overtime groups. A written request to obtain qualification outside the overtime group must be submitted to the operator’s manager. If approved, scheduled training time will not be provided, and the operator must arrange for voluntary training on a basis that does not interfere with his/her regular work assignments.

D. CLASSROOM TRAINING/COMPUTER BASED TRAINING

Classroom training may include formal classroom presentations, web-based training, computer-based training, required reading and self-study.

E. EXAMINATIONS

1. Training evaluations may consist of written and web-based examinations, operational evaluations, or any combination thereof. All examinations and operational evaluations will be based on knowledge and skill requirements covered in the training materials.

2. Examinations and operational evaluations will be used as a basis for achieving qualifications. Operators must make a passing score of at least 70% on each examination.
3. Sufficient training time will be provided for all training which the operator is required to achieve the qualification. The time required for completing a qualification is dependent upon the size and complexity of the qualification and, therefore is determined as a function of training package development.

It is the responsibility of Management and the Employee to ensure that assigned training is completed in a timely manner. It is recognized that strict adherence to the expected time for completion may not be possible in all cases due to factors such as other job assignments, planned vacations, the availability and assignment of OJT instructors, etc. Where Management has determined that adequate time and support has been provided to complete assigned training, and it has not been completed, this matter should be brought before the Training Review Board (TRB) for review. The TRB will make a recommendation to the Line Management on how to disposition the issue.

F. ON THE JOB TRAINING EVALUATION AND PERFORMANCE DEMONSTRATIONS

1. On-the-job training (OJT) will be used to demonstrate operator proficiency to safely and effectively perform a job function. On-The-Job Training guides are used to achieve the level of skill required. In addition to their regular duties, qualified operators will be designated by management to perform on-the-job training (OJT). Designated operators must satisfactorily complete the OJT training course. Under the direction of a qualified operator, trainees will receive practical “hands-on” training in the operation of the plant/facility systems and equipment. If there are no trained/qualified operators available, the OJT may be conducted by a management-designated representative. The trainee’s understanding and proficiency in each task are documented. Management will periodically review OJT progress with the qualified operator directing the OJT and the trainee, to monitor and assess training progress.
2. On-the-Job Evaluations (OJE) will be conducted by line management or line management appointed representatives to independently evaluate the individual’s understanding of and familiarity with facility systems, equipment and procedures.
3. Performance Demonstrations (PD) will be conducted by line management and/or line management appointed delegate. These may include qualified/certified operators to evaluate the individuals understanding and

familiarity with the facility systems, equipment and procedures. PD questions will be prepared and will include elements of the tasks to be performed, related CONOPS questions, and expected actions and responses. Individual performance during PDs will be documented.

4. Training Review Boards (TRB) normally consisting of training and line management, a certified NCO and the USW Chief Steward, shall be established to address individual problems in meeting training and qualification requirements. As necessary, a TRB is convened by the facility operations or Training manager to evaluate factors contributing to an individual's insufficient progress within the training program. Employees having difficulties meeting training requirements can request a TRB to address their concerns and issues. When a TRB is convened, the United Steelworkers Chief Steward will be notified by the appropriate Manager. The Chief Steward or his designee may attend the meeting of the Training Review Board in an advisory capacity. The TRB will function in an advisory capacity, with the final decision on the course of action to be taken resting with management.

G. TRAINING METHODOLOGY

1. Operator subject matter experts (SMEs) will be identified by the USW to provide input on the accuracy of the training material for the establishment of new qualifications and changes to qualifications, other than minor systems and or process changes. In the event USW does not designate within ten (10) working days of the Company's request, management will designate and assign the needed SME's. Management shall approve the qualification packages and assure training is administered for personnel as required. It is the intention of the Company to make reasonable efforts to ensure that the sizes of the qualification packages are no larger than necessary. The final decision regarding training requirements and training material will remain with the Employer.
2. The appropriate SME, Operations Manager and Training Representative shall perform and document a biyearly review of all active qualifications within each overtime group, to ensure the training material remains accurate as to the equipment and task requirements of the qualifications.
3. Retraining, re-examination and re-qualification are accomplished through continuing training. Continuing training may include classroom training, OJT, and examinations to maintain operator skills and knowledge, and provide training updates on new systems or processes and lessons learned from operating experience throughout the DOE complex.

H. OPERATOR TRAINEE (OT) PROGRAM

1. All OTs will be required to complete the Core Training within four (4) months, and the Base Tank Farm qualification within the three (3) month period immediately following completion of the Core Training.
2. Operator trainees who have successfully completed the Core Training and Base Qualification will then undertake additional qualification training for their assigned overtime group. OTs will remain in a training probationary status until they reach their twelve (12) month anniversary.
3. An OT who fails to pass the required examinations for any portion of the OT training program will be provided additional training. An OT who fails to pass a required examination on the second attempt or fails to complete the OT training program will be removed from the Operator Seniority Group and another job will be found within the Company, if one is available. If another job is not available, the employee will be terminated from employment.
4. An OT who has a continuous two-week or longer excused absence will have the training probationary period extended by the length of the excused absence.

I. SPECIFIC ASSIGNED OPERATOR QUALIFICATIONS

1. Nuclear Operators and Nuclear Chemical Operators will maintain qualifications as assigned by management for the specific work scope assigned to their respective overtime groups as defined in this NCO Appendix A.

Management may re-assign an Operator's Assigned Qualifications as needed to meet the business needs of the Company. Qualifications that have been achieved but then replaced via management re-assigning an operator's Assigned Qualifications may at the operator's request remain valid for the balance of their 2-year qualification period. Otherwise, a replaced qualification will be cancelled upon the operator achieving the new qualification.

Specific Assigned Operator Qualifications will be developed based on the specific task required of a work group. The training requirements, course materials, and length of training will depend upon the level of complexity and difficulty of the subject material. Nuclear Operators and Nuclear Chemical Operators who fail to pass an initial qualification written examination or re-qualification written examination will be given the opportunity to retake the examination within two (2) weeks. Nuclear Operators and Nuclear Chemical Operators who fail to pass any assigned

qualification examination after two (2) attempts, may elect to bump down to a lower classification (D&D Worker) within their seniority group per Article XII, Section 14. Lacking seniority to bump to the lower rated classification, the employee may be removed from the 004 seniority group and reassigned to another suitable job in the Company if one is available. If another job is not available, the employee will be terminated from employment.

2. Operators coming into the company will be required to obtain the Base qualification within three (3) months after their date of transfer.

7. GENERAL PROVISIONS OF THE OPERATOR TRAINING AND QUALIFICATION PROGRAM

- A. The general provisions of the Operator Seniority Group 004 training and qualification program are as follows:
 1. This program does not alter nor modify the general seniority provisions of the current WRPS/HAMTC Agreement. Failure to complete qualification will not change an operator’s seniority date as long as the operator remains in the 004 Seniority Group.
 2. The job progression titles of Operator Trainee, Nuclear Operator and Nuclear Chemical Operator remain the same.
 3. The Union assures the Company that all employees will make a sincere effort to qualify on all assigned jobs and pass all required examinations.
 4. This training and qualification program will result in a documentation of the operator’s qualification.

8. QUALIFICATION PREMIUM PAY PROGRESSION SCHEDULE

	6-Months	12-Months	18-Months	24-Months	30 Months and more
OT	\$10/Week	\$20/Week			
NO			\$40/Week	\$50/Week	
NO/NCO					\$62.50 /Week

**APPENDIX “A” AGREEMENT(S) – STATIONARY OPERATING ENGINEER (SOE)
PROCESS BOILER OPERATOR (PBO) AND CHLORINATOR SERVICEMAN,
SENIORITY GROUP 005, LOCAL 280**

JOB DEFINITION

PROCESS BOILER OPERATOR (PBO)

Duties include operating, testing, monitoring, and tuning/operational adjustments to process boilers and auxiliary equipment and/or systems to support start-up, operations and shut down: recording readings and parameters for operational status and compliance; inspecting fluids; monitoring meters, gauges and tank levels; time sensitive adjustment and operational repairs of boiler equipment to maintain safe operations within the parameters of system design and procedural compliance; managing/monitoring boiler fuel oil system and fuel utilization; waste water sampling and sample transportation; monitoring and recording system status information for maintenance modifications or repairs; maintaining cleanliness; and supporting boiler procedure development and drawing updates and implementing those accordingly.

Required to hold boiler Class 1 Boiler License, complete all Process Boiler Operator site-specific qualifications, and support/oversee outage inspections and repairs, as necessary.

May direct others and perform duties as assigned or directed. May perform Stationary Operating Engineer functions.

CHLORINATOR SERVICEMAN

Fully qualified chlorinator serviceman. Diagnose trouble and make complex repairs on all types of chlorine feeding equipment. Perform operation related to servicing chlorinating equipment, such as setting up equipment and sterilizing lines, tanks, basins, etc. May perform Stationary Operating Engineer functions.

STATIONARY OPERATING ENGINEER

Responsible for the critical control of utility equipment, building heating and ventilation systems, closed-loop cooling vacuum pumps, compressors, aerosol testing and air balance functions, the operation of boilers and related auxiliary equipment, process water supply equipment, water treatment, refrigeration, electrical generators and process air conditioning equipment.

UNDERSTANDINGS:

1. The overtime/supervisory work groups for the Company Stationary Operating Engineers are:

<u>Primary Overtime Groups</u>
200 Area Tank Farms
Site-wide Vent & Balance

*Overtime will be called by qualification.

2. It is acknowledged that a certified trainer from Local 280 who is working as a trainer at the HAMMER Facility on a straight day schedule will be considered to be a straight day worker. If the employee ceases to work as a certified trainer at the HAMMER Facility, he will be subject to consideration for shift work in accordance with established procedures.
3. The following covers the Seniority Group 005 Training & Qualification Program.

STATIONARY OPERATING ENGINEER TRAINING AND QUALIFICATION PROGRAM

1. TRAINING, EXAMINATION, & QUALIFICATION SENIORITY GROUP 005

All employees who are members of Seniority Group 005, classified as Stationary Operating Engineer (SOE), must participate in a formalized training, examination, and qualification program, which, as a minimum, complies with all applicable Department of Energy (DOE), State and Federal Regulations. This training, examination, and qualification program will be subject to periodic review, alteration or update in conformance with changing operational and regulatory requirements. The Union (Local 280) will be involved in providing the training department with input regarding the accuracy of training material for qualification, including any subsequent revisions to the training material.

- A. SOEs shall meet the qualification requirements on a biennial basis. They will be trained, examined, and qualified on all parts of the SOE's field of responsibility including additional training and examination covering all new or revised responsibilities as required.
- B. This program does not alter or modify the general seniority provisions of the current Labor Agreement. Failure to complete qualification will not change a SOE's seniority date as long as the SOE remains in the 005-seniority group.
- C. Process Boiler Operators (PBO) shall meet the qualification requirements on an annual basis. They will be trained, examined, and qualified on all parts of the field of responsibility including additional training and examination covering all new or revised responsibilities as required.
- D. The employer shall staff a full time PBO for OJT/OJE and vacation relief. This position will perform SOE duties when not assigned to boiler work.

2. REQUIREMENTS FOR QUALIFICATION

Qualification is defined in terms of education, experience, training and any special requirements necessary for the performance of/ assigned responsibilities. For the purpose of this program contractor/facility management will provide written endorsement of satisfactory achievement of SOE and PBO training and qualification.

All qualification training is directly related to the assigned facility or job position. This training includes any necessary fundamental and plant specific training required for safe and efficient operation of the facility, as determined by facility management, including the following:

- Plant Specific Training which will include appropriate and applicable courses covering Fundamentals, General Design and configuration, Auxiliary Support and Systems, Safety and Fire Emergency Systems, Operational Safety Requirements (OSR), Emergency Procedures, Abnormal Plant Conditions (EP/APC), and Conduct of Operations.
- Process boiler training and qualification will include safe operation of the specific boiler(s) installed and unique functions associated with steam operations.
- On The Job Training knowledge and skill requirements.
- Performance Evaluations that will test and confirm the SOE's and PBO's ability to safely and effectively perform the operations required for qualifications.

3. TRAINING METHODS AND TRAINING TIME

Training will be provided to assist SOEs and PBOs in understanding the equipment and process they will operate. Training may be presented in lectures, self-study, computer based training and demonstrations with assistance from OJT trainers, as appropriate to the facility. On-the-job training (OJT) will be used to assist each SOE in obtaining the required skills to safely and effectively perform a job function. It is achieved by following the requirements of a qualification guide. Under the direction of a qualified OJT trainer (normally, but not limited to a SOE or PBO), the trainee receives practical "hands-on" training in the operation of the facility systems and equipment. The trainee's understanding and proficiency in each task is documented on a qualification card and signed off by the trainer and the trainee. Trainees will be assigned by supervision to perform the specific tasks required to fulfill the OJT requirements.

Dedicated training time shall be made available to all SOEs and PBOs to complete all SOE and PBO required qualifications. Training time will be made available by utilizing one of a number of options such as a training shift, shift rotations with specific training periods identified, or assignment to classroom training and/or OJT for fixed periods of time. SOEs will be rotated to various job assignments as needed in order to complete the required OJT. SOEs and PBOs receiving training will normally be relieved of all duties and responsibilities during assigned qualification training and examination.

4. CONTINUING TRAINING

Retraining, reexamination and requalification are accomplished within the continuing training program to provide enhancement of the SOEs skill and job knowledge. Continuing training may be presented in lectures, self-study, computer based training and demonstrations with assistance for OJT trainers, as appropriate to the facility.

The SOE, regardless of progression, must requalify within two (2) years from initial date of qualification and every two (2) years thereafter.

Emergency Procedures and Abnormal Plant Conditions (EP/APC) require annual requalification.

Periodic retraining, reexamination and requalification over portions of the SOE's field of responsibility will be conducted on a quarterly basis. This training shall be scheduled to include all portions of the positions responsibilities at least biennially.

5. EXAMINATIONS

Training examinations will consist of written examinations and performance evaluations. Examinations will be administered as an integral part of training. Examinations are vital for evaluating the training program, documenting job knowledge and job performance, and determining areas where individual assistance is needed.

All examinations will be based on knowledge and skill requirements covered in the Stationary Operating Engineer training manuals and operating procedures, as appropriate to the facility. Performance evaluations will be conducted by a walk-through with line management or training personnel. Performance evaluations will be used to independently evaluate the individuals understanding of and familiarity with plant specific training requirements. Any identified critical safety related tasks in the performance evaluation that is performed incorrectly shall result in failure of that performance evaluation.

Examinations will be used as a basis for achieving qualifications. SOEs must make a passing score of at least 70% of each examination.

PBOs to obtain and maintain formal city or state Class 1 Boiler License such as that offered by the City of Spokane in addition to SOE and boiler-specific qualification and training. Copy of current license will be provided to manager.

The employer will pay costs associated with obtaining and maintaining qualifications and certifications.

On a quarterly basis the Chief Steward or his designee may review the exam banks for clarity and applicability, and the type of test questions used.

Training will be provided prior to examination. All member of seniority group 005 will receive quarterly examinations on selected parts of the requalification requirements on a continuing basis.

Reexamination upon return to work shall occur following any extended absence (three months or greater), which has interfered with the employee s training and requalification

schedules. This examination shall be tailored to the individual's case giving consideration to the length and cause of absence.

6. REMEDIAL TRAINING

Remedial training shall be conducted in order to achieve increased competence in an area of demonstrated deficiency. Remedial training may be assigned as deemed necessary by facility management.

SOEs will receive remedial training as required in all phases of the operator-training program where the need for remedial training is indicated by examination. Such retraining will not normally extend more than (30) days after the examination; however, this time period may be altered as required for individual SOEs.

Remedial training must be approved by the Facility Operations and Manager for Training. Remedial training should be sufficient depth to assist the SOE in obtaining the requisite knowledge in the deficient area. In the case of a failed written examination a two (2) week minimum waiting period shall be observed before a make-up examination can be administered.

A training review board will convene at the direction of facility or training management as necessary to address individual problems in meeting qualification requirements. The training review board will be composed of appropriate management, training representatives and a qualified SOE that will be identified by the Union's Chief Steward. The Chief Steward, or his designee, may attend the meeting and serve in an advisory capacity.

The board will determine if extenuating circumstances (personal problems, sickness, etc.) may have contributed to the individual's performance. The board will make recommendation for corrective actions necessary to facilitate the individual's qualification/requalification.

7. TRAINING AND QUALIFICATION PROGRAM IMPLEMENTATION

All members of seniority group 005 must obtain and retain qualification consistent with the terms and conditions of the Stationary Operating Engineer and Process Boiler Operator Training and Qualification Program, as assigned. Achievement of qualification will be accomplished by successfully passing all facility packages as determined by the Company management. The Vent and Balance Qualification package will be determined by their management. The Process Boiler Operator Qualification will be determined by management.

Newly hired SOEs must qualify for at least one (1) facility specific training package, as determined by facility management, within nine (9) months from their date of hire into seniority group 005. The balance of the packages must be completed within the next

fifteen (15) months. The sequence of package completion will be determined by facility management.

Those facilities whose training packages are incomplete may extend the nine (9) month qualification period by mutual agreement between the Union and the Company. The extension will be considered when it can be reasonably concluded that non-incumbent operations personnel could not qualify during the time period due to incomplete or unavailable training material.

8. PAY AND PROGRESSION

The job classification titles of “Power Operator,” “Power Operator-Journeyman,” and “Chief Power Operator” will be replaced with a single job identification title, “Stationary Operating Engineer (SOE).” All job definitions, job duties, and job responsibilities will be incorporated into the single SOE classification.

The SOE Wage Progression will be modified to include an open wage progression to the maximum job rate of Stationary Operating Engineer. (See SOE Wage Scale).

Upon ratification of the Stationary Operating Engineers (SOE) Training and Qualification Program, SOEs will progress to the highest wage rate progression step of their most recent detailed wage rate step of record. Further progression in the wage scale, if applicable, will occur based upon the ratification date of placement into the wage rate progression step. (This does not include any detailing to the classification of Chlorinator Serviceman).

Once an SOE has qualified as a Process Boiler Operator (PBO), they will receive the PBO rate of pay (See PBO Wage Scale).

With employer’s support, candidate may enter at any level with satisfaction of hours and conditions. Program exit may be based on conditions not met or employer assignment/reassignment of candidate.

PBO Wage Scale	Conditions
SOE	<ul style="list-style-type: none"> -Supervisory evaluation after 1040 boiler operation hours to determine advancement to PBO Trainee. - May operate the boiler under instruction of Licensed PBO.
PBO Trainee	<ul style="list-style-type: none"> - Boiler Operation Hours: 1040-4160 - Maintains SOE training and qualification. Enter PBO OJT/OJE program. - May operate the boiler under instruction of Licensed PBO.
Licensed PBO	<ul style="list-style-type: none"> - Maintains SOE training and qualification. - Obtains/Maintains Class 1 Boiler License. - Boiler Operation Hours: 4160 minimum, with 3120 hrs. or more at high psi. <p style="margin-left: 0;">OR</p> <ul style="list-style-type: none"> - Certification from a recognized school of technology devoted to steam engineering and 2080 hours of practical experience as boiler operator. - Continued participation in PBO OJT/OJE program. - May operate boiler independently. - Eligible for lead worker pay.

- Refer to Appendix A Wage Schedule

ATTACHMENTS:

- SHIFT TO DAY ROTATION PROCEDURES

Attachment 1

SHIFT –TO-DAY ROTATION PROCEDURE

SENIORITY GROUP 005

It is recognized that personnel on shift may wish to transfer to day job within the individual Overtime Group. In order to give each eligible person the same chance to work days, the following procedure is established within each Overtime Group.

1. Day shift assignment will be a period of one year, starting the first week of January and ending the first week of January of the following year.
2. If more than one (1) employee in a classification request a transfer, the employee with the oldest craft seniority date who has not been on the day assignment in the past will rotate.

Rotating shift assignments will be for a period of one year, except when involuntarily assigned to shift. If an employee is involuntarily returned to shift with less than 6 months service on days, they will be eligible for reassignment to day shift.

3. Written requests for transfer from shift to days must be submitted to the manager no later than December 1. Individuals having a request on file after the closing date of December 1, will transfer by order of seniority.
4. Personnel with the highest accrued time on days within their individual Overtime Group will rotate first.
5. In the event two or more SOEs have equal time on days, the following procedure will be followed in this order:
 - A. Seniority
 - B. Continuity of service
 - C. Birthday
6. The employee on days can normally be bumped within the first week of January. He also may be bumped to accommodate a hardship. Hardship could include a personal health problem or a family problem to be reviewed periodically by the Company and Union Chief Steward.

All hardship cases awarded, not verified as medical by HPMC, shall be subject to review by the Union Chief Steward and the Company at three-month intervals.

All individuals on approved hardship will be removed from the overtime list.

7. The day person will remain on days for a maximum of two (2) years. If there are no requests for transfer, the day person would be given the option of remaining on days or could “bump” the low seniority employee in the Overtime Group.

If an employee on days wishes to give up the day job during the first year, he will inform his manager. If an open position on day shift exists, the manager will review requests in the transfer file. If there are no requests for transfers on file, all employees in the classification would be contacted by seniority. If a shift employee wished to transfer to days, the transfer will be made according to the transfer rules. The employee who transferred to days will remain on the day shift for the remainder of the current year. The day employees requesting the transfer to shift will be credited with one full year of days. Any scheduled vacations of the employees involved in this transfer will be rescheduled to conform with the existing vacation schedule.

8. Employees will be able to go from shift to days or days to shift only within each Overtime Group.

**APPENDIX “A” AGREEMENT(S) – TRUCK DRIVER HEAVY, LUBE AND
TIREPERSON, SERVICEPERSON, SENIORITY GROUP 014, LOCAL 839**

JOB DEFINITION

HEAVY TRUCK DRIVER

Operate semi-trailer, and truck and trailer; transit mix; motor crane,; A-frame; fuel truck; three-axle truck; dump truck; forklift; two-axle flat bed; water truck; farm tractor, and related equipment; passenger bus perform taxi, chauffeur, and wrecker services, boat operation. Wash and clean vehicles, make minor repairs incidental to driving; such as, changing tires, etc. Also includes towing of trash trailer with two-axle trucks, loading and unloading of vehicles, and perform general labor functions as assigned. Utilize material moving equipment such as a manual or power-driven hand trucks, wheel barrows, etc. in the duties of moving, lift, stacking, loading or unloading. Perform ground and shrubbery maintenance including mowing, pruning, trimming, weeding and snow removal. Utilize and operate all ground and shrub maintenance equipment in performance of the above tasks.

LUBE AND TIREPERSON

Perform lubrications, oil changes, fuel vehicles, clean vehicles and conduct visual maintenance safety inspections while lubricating on trucks, buses, sedans, and other designated equipment. Change, and repair tires on all Hanford mobile equipment including large construction equipment where feasible. Drive and road test all equipment and possess the Commercial Driver’s License. Perform written documentation to support all assigned tasks.

Receive, inventory, maintain and document fuel, lubricant, antifreeze, solvent, and other assigned inventories as directed by management. Transport materials with a forklift or assigned vehicle as required to support the Hanford fleet. Assist shop supervisor and Hazardous Waste Coordinators in handling, movement, and cleanup of hazardous materials. Perform general shop clean up as required.

SERVICEPERSON

Perform general laboring functions as assigned. Utilize material moving equipment such as manual or power-driven hand trucks, wheelbarrows, etc. in the duties of moving, lifting, stacking, loading, and unloading. Perform ground and shrubbery maintenance including mowing, pruning and trimming, weeding, and snow removal. Utilize and operate all ground and shrub maintenance equipment in performance of the above tasks.

HMIS will make an effort to train HMIS matrixed employees to WPRS in the Heavy Truck Driver Classification in all pieces of equipment operated by and specified in the job definition of Heavy Truck Driver, and all Hanford site specific qualifications/training.

UNDERSTANDINGS:

1. There will be two overtime groups for Heavy Truck Driver within the Company.

	Primary Group	Backup Group
Non-CMV	WRPS	HMIS Matrix
CMV	HMIS Matrix	HMIS General

2. The Job Definitions will remain unchanged.
3. The Serviceperson classification may be used for temporary employees who are engaged in moves and relocations.
4. An employee in the Heavy Truck Driver classification cannot bump into the Lube and Tireperson classification. (An employee in the Lube and Tireperson classification cannot bump into the Heavy Truck Driver classification.)
5. Possessions and maintenance of a Commercial Driver’s License (CDL), all company required endorsements, and DOT medical card, is a condition of employment for all Heavy Truck Drivers. Heavy Truck Driver classification shall be required to have a Class A CDL with all the following commercial endorsements.
 - Hazardous Material
 - Tanker
 - Air brakes
 - Standard transmission (no Automatic only restriction)
 - Any additional licenses and/or endorsements used for work on the Hanford site will be reimbursed by the Company.
6. The Company will provide two hours of time (end of a shift) for Heavy Truck Drivers to renew their State of Washington CDL, and if required, take the HAZMAT and Tanker endorsement written examinations. This is not to exceed one occasion every five years.

Employees required to travel to one of the Transportation Security Administration locations to be fingerprinted, as required for CDL hazardous endorsement, will be paid two (2) hours of: time (end of shift).

**APPENDIX “A” AGREEMENT(S) – CARPENTERS, SENIORITY GROUP 015,
LOCAL 242**

JOB DEFINITION

CARPENTER – JOURNEYMAN

Fully qualified journeyman. Perform all types of shop and field carpentry work, new or repair, such as layout and fabrication of cabinets, structural framing, complex forms, etc. Set up and operate power woodworking tools. Layout work for and direct others.

UNDERSTANDINGS:

1. There will be one overtime group and one supervisory work group for Carpenters within the Company.
2. The following is the Shift Procedure for Carpenters Seniority Group 015:

SHIFT PROCEDURE CARPENTERS – SENIORITY GROUP 015

1. SHIFT WORK

All employees are subject to work shifts as established by the Company through negotiations with HAMTC. With the following exceptions:

- a. Chief Stewards or others requested by the Council by agreement with the Company.
- b. Employees exempted by the Company for medical reasons.
- c. New employees during the 9 month probationary period.

Original shift assignment will be by volunteers on the basis of seniority (oldest first). If insufficient volunteers are obtained to man the shifts, openings will be filled by involuntary transfers (youngest first). Shift work will be on a six (6) month basis unless shifts are terminated before that time.

Any person having been on shift six (6) months, may request relief and will exchange places with that employee on the seniority list who has been off shift the longest. New employees when placed on the seniority list will be considered to be the first employee eligible for shift work. The exchange is to take place on the day shift nearest the completion of the six (6) month period, or after the request is filled, whichever is applicable.

No employee shall be required to come off shift upon completion of his six (6) month period against his desire, except that after completion of one (1) year of straight day shift, an employee may elect to replace that employee who has been on rotating shift longest if no other vacancy has occurred.

Should shift work be established in more than one (1) location, the provisions of the Labor Assets Management Program will apply to the movements between shift workers and those locations.

**APPENDIX “A” AGREEMENT(S) – INSTRUMENT SPECIALIST, SENIORITY
GROUP 018, LOCAL 77**

JOB DEFINITION

INSTRUMENT SPECIALIST

Install and maintain highly complex instruments, control systems, and related equipment used in the Laboratory to generate, accumulate, and record scientific data from experimental operations and processes. Assemble instrument components into complex workable systems as designed to accomplish stated results. Work from sketches, prints, or verbal instructions. May direct others.

UNDERSTANDINGS:

1. 242A-BA Boiler overtime work will be supported by the Retrieval & Closure Tank Farm Projects Team.
2. The following overtime groups within WRPS were agreed to:

PRIMARY GROUP

Production Operations/ETF Maintenance

Retrieval & Closure/Tank Farm Projects

BACKUP GROUPS

Retrieval & Closure/Tank Farm Projects

Production Operations/ETF Maintenance

IBEW Local 77 proposes, and the Company agrees, that the Company will go through the backup overtime group prior to requiring/forcing members in the primary group to work the overtime. Required overtime will be assigned by forcing the lowest senior person in the primary group to work the overtime, with the understanding that he/she can only be forced once in a 7-day period. The affected employee must be qualified for the available work.

3. Reasonable effort will be made to assign stewards to straight-day work. It is recognized, however, that the progress of work may not always make this possible.
4. The following covers the Instrument Specialist Seniority Group 018 Shift Rotation Procedure:

SHIFT ROTATION PROCEDURE – INSTRUMENT SPECIALISTS

1. **Intent**

A. This procedure applies only to:

1. Rotation off a rotation shift onto the straight-day shift within overtime groups.

2. Rotation off the straight-day shift onto a rotating shift within overtime groups.
- B. This procedure does not apply to:
 1. Force reductions.
 2. Force adjustments
 3. Any other reassignment situations, which do not involve voluntary reassignment off a rotation, shift onto the straight-day shift.
 - C. Except as may be specifically indicated herein, the procedure does not change, modify, or otherwise alter any provisions in the HAMTC Agreement.

2. New Hires

- A. A craftsman covered by this procedure who is assigned to the craft for the first time shall be considered as a “new hire.”
- B. A new hire shall be assigned to the straight-day shift for not less than six (6) consecutive months from the date “hired.”
- C. After a new hire has completed his initial six (6) months assignment on the straight-day shift, he shall be considered eligible for a rotating shift.
- D. In situations where more than one new hire is available for reassignment to a rotating shift assignment and only one rotating shift assignment is to be filled, the new hire with the least seniority will be reassigned to the rotating shift assignment.
- E. New hires reassigned to a rotation shift under the foregoing rules shall thereafter be considered for future rotation between shifts in accordance with the remainder of this procedure.

3. Rotation Procedure

- A. Only upon completing six (6) or more consecutive months on a rotating shift assignment may request reassignment to a straight-day shift be requested.
- B. Craftsmen assigned to a rotating shift will not be considered for rotation to the straight-day shift unless they request such reassignment in writing.

- C. Craftsman assigned to the straight-day shift will not be rotated to a rotating shift if others in their craft assigned to the straight-day shift have requested, in writing, assignment to a rotating shift.
- D. Craftsmen other than new hires assigned to the straight-day shift, shall be permitted to remain on such assignment for a minimum of six (6) months.
- E. Straight-day shift assignments shall be made available craftsman requesting rotation off a rotating shift assignment as follows:
 - 1. First consideration shall be given to written requests previously received from craftsmen who have been assigned to the straight-day shift for six (6) or more months and who desire reassignment to a rotating shift. Such requests will be considered in the order of seniority, with first consideration to the request received from the craftsman with the greatest seniority. The craftsman whose request is honored will exchange job assignments with the craftsman who requested removal from a rotating shift assignment.
 - 2. In the absence of any written requests from craftsmen desiring rotation off the straight-day shift onto a rotation shift, the craftsman who has been assigned to the straight-day shift for the longest period in excess of six (6) months or who has worked as a new hire for-six (6) months or more and has not previously been assigned to the rotating shift shall be assigned to exchange job assignments with the craftsman with the greatest seniority who has requested rotation off a rotating shift onto a straight-day shift.

4. Written Requests

- A. Written requests for rotation onto either the straight-day shift or a rotating shift may be submitted to the supervisor.
- B. Written requests for reassignment to a specific rotating shift will be considered; however, if the craftsman who has made such a request is selected in accordance with this rotation procedure before his request can be acted upon, he can be given no choice of rotating shift assignment.

5. Exclusions

This procedure will not be applicable in the following situations:

- A. Craftsmen will not be reassigned to a rotating shift if they have medical restrictions, which would restrict their ability to do the necessary work on a rotating shift. (Such medical restrictions must be confirmed by the Site Occupational Medical provider).

- B. Craftsmen may be continued on or be assigned to the straight-day shift if their accumulated radiation exposure would restrict their ability to do the necessary work on a rotating shift.
- C. Personal hardship cases will be considered on the basis of their individual merits.

6. Electrical Licenses

- A. The Company will place new hires at the top of the Instrument Specialist pay scale if the individual has 5 years total of directly related experience. This criteria may include a combination of work/military experience and/or completion of a technical school (or equivalent).
- B. WRPS agrees to continue the practice of providing WRPS Instrument Specialist with training conducted at the HAMMER training facility necessary for the renewal of state electrical licenses and will continue the practice of reimbursing the cost of said state licenses upon proof of payment.

7. Knowledge, Skills, and Abilities (KSA) Checklist

The International Brotherhood of Electrical Workers, Local 77 (IBEW 77) and Washington River Protection Solutions (WRPS) are in agreement that the purpose of the Instrument Technician Qualification Verification Checklists are to ensure compliance with Hanford site Electrical Safety Program (DOE 0359 Rev 4); complying with NFPA 70E and 10 CFR 851 as revised. Additionally, HAMTC, IBEW Local 77, and the Company agrees that Electrical workers hired as Seniority Group 018, Journeyman Instrument Technician, will use the KSA checklist to “demonstrate” qualifications moving forward. Electrical workers classified as Seniority Group 018 Journeyman Instrument Technician, shall retain their status without regard to application and or use of the KSA checklist and without regard to additional field time and or equipment/system training determined to be applicable via use of the KSA checklist. At no time will the Verification Checklist adversely impact the workforce or change the existing Collective Bargaining Agreement (CBA) to include the assignment of overtime opportunities, transfers, and all other provision in the CBA. If an employee is not signed off on the KSA’s to perform specific work, the Company shall assign the employee to work with a qualified individual to help the employee achieve the requirement for KSA sign off. Transfers from other Hanford contractors will be addressed in the same manner. Implementing the checklist will be a collaborative effort of both the Company and Union to include the use of Labor/Management meetings to resolve any and all resulting issues/concerns.

APPENDIX “A” AGREEMENT(S) – ELECTRICIANS, SENIORITY GROUP 022
IBEW LOCAL 77

JOB DEFINITION

ELECTRICIAN – JOURNEYMAN

All-around Journeyman, performing all types of electrical work, such as layout on construction wiring, installation, and maintenance of complicated electrical equipment, including switchgear, generating, substation, distribution, and control equipment, etc. Take electrical clearances and perform switching operations on high voltage electrical circuits. Perform expert troubleshooting and wiring of complicated equipment and/or rewind motors and generators. Direct work of others and perform any assigned electrical work of lesser skill.

UNDERSTANDINGS:

1. The following overtime groups within WRPS were agreed to:

242A-BA Boiler overtime work will be supported by the Retrieval & Closure Tank Farm Projects Team.

PRIMARY OT GROUPS

BACK UP OT GROUPS

Production Operations

All remaining groups combined using low-man principle.

Retrieval & Closure/TF Projects

All remaining groups combined using low-man principle.

ETF Maintenance

All remaining groups combined using low-man principle.

Facilities

All remaining groups combined using low-man principle.

2. There will be only one supervisory work group for WRPS.
3. IBEW Local 77 proposes, and the Company agrees, that the Company will go through the backup overtime group prior to requiring/forcing members in the primary group to work the overtime. Required overtime will be assigned by forcing the lowest senior person in the primary group to work overtime, with the understanding that he/she can only be forced once in a 7-day period. The affected employee must be qualified for the available work.
4. Reasonable effort will be made to assign stewards to straight day work. It is recognized, however, that the progress of work may not always make this possible.

SHIFT ROTATION PROCEDURE – ELECTRICIAN

1. Intent

A. This procedure applies only to:

1. Rotation off a rotation shift onto the straight day shift within overtime groups.
2. Rotation off the straight day shift on to a rotating shift within overtime groups.

B. This procedure does not apply to:

1. Force reductions
2. Force adjustments
3. Any other reassignment situations, which do not involve voluntary reassignment off a rotation shift onto the straight day shift.

C. Except as may be specifically indicated herein, the procedure does not change, modify, or otherwise alter any provisions of the HAMTC Agreement.

2. New Hires

A. A craftsman covered by the procedure, who is assigned to the craft for the first time, shall be considered as a “new hire.”

B. A new hire shall be assigned to the straight day shift for not less than six (6) consecutive months from the date “hired.”

C. After a new hire has completed his initial six (6) months assignment on the straight day shift, he shall be considered eligible for a rotation shift.

D. In situations where more than one new hire is available for reassignment to a rotating shift assignment, and only one rotating shift assignment is to be filled, the new hire with the least seniority will be reassigned to the rotating shift assignment.

E. New hires reassigned to a rotating shift under the foregoing rules shall thereafter be considered for future rotation between shifts in accordance with the remainder of this procedure.

3. Rotation Procedure

A. Only upon completing six (6) or more consecutive months on a rotating shift assignment may request reassignment to a straight day shift be requested.

- B. Craftsmen assigned to a rotating shift will not be considered for rotation to the straight day shift unless they request such reassignment in writing.
- C. Craftsmen assigned to the straight day shift will not be rotated to a rotating shift if others in their craft assigned to the straight-day shift have requested, in writing, assignment to a rotating shift.
- D. Craftsmen, other than new hires assigned to the straight day shift, shall be permitted to remain on such assignment for a minimum of six (6) months.
- E. Straight day shift assignments shall be made available to craftsmen requesting rotation off a rotating shift assignment as follows:
 - 1. First consideration shall be given to written requests previously received from craftsmen who have been assigned to the straight day shift for six (6) or more months and who desire reassignment to a rotating shift. Such requests will be considered in the order of seniority, with first consideration to the request received from the craftsman with the greatest seniority. The craftsman whose request is honored will exchange job assignments with the craftsman who requested removal from a rotating shift assignment.
 - 2. In the absence of any written requests from craftsmen desiring rotation of the straight day shift onto a rotating shift, the craftsman who has been assigned to the straight day shift for the longest period in excess of six (6) months, or who has worked as a new hire for six (6) months or more and has not previously been assigned to the rotating shift, shall be assigned to exchange job assignments with the craftsman with the greatest seniority who has requested rotation of a rotating shift onto a straight day shift.

4. Written Requests

- A. Written requests for rotation onto either the straight day shift or a rotating shift may be submitted to the supervisor.
- B. Written requests for reassignment to a specific rotating shift will be considered however, if the craftsman who has made such a request is selected in accordance with this rotation procedure before his request can be acted upon, he can be given no choice of rotating shift assignment.

5. Exclusions

This procedure will not be applied in the following situations:

- A. Craftsmen will not be assigned to a rotating shift if they have medical restrictions, which would restrict their ability to do the necessary work on a rotating shift. (Such medical restrictions must be confirmed by the site occupational medical provider).

- B. Craftsman may be continued on or be assigned to the straight day shift if their accumulated radiation exposure would restrict their ability to do the necessary work on a rotating shift.
- C. Personal hardship cases will be considered on the basis of their individual merits.

6. Electrical Licenses

- A. The Company will place new hires at the top of the Electrician pay scale if the individual has completed an apprenticeship program (or equivalent) and holds a current Electrician License (EL01) plus one year work experience as journeyman.
- B. WRPS agrees to continue the practice of providing WRPS Electricians with training conducted at the HAMMER training facility necessary for the renewal of their state electrical licenses and will continue the practice of reimbursing the cost of said state licenses upon proof of payment.

7. Knowledge, Skills, and Abilities (KSA) Checklist

The International Brotherhood of Electrical Workers, Local 77 (IBEW 77) and Washing River Protection Solutions (WRPS) are in agreement that the purpose of the Electrician Qualification Verification Checklists are to ensure compliance with Hanford site Electrical Safety Program (DOE 0359 Rev 4); complying with NFPA 70E and 10 CFR 851 as revised. Additionally, HAMTC, IBEW Local 77, and the Company agrees that Electrical workers hired as Seniority Group 022, Journeyman Electricians, will use the KSA checklist to “demonstrate” qualifications moving forward. Electrical workers classified as Seniority Group 022 Journeyman Electricians, shall retain their status without regard to application and or use of the KSA checklist and without regard to additional field time and or equipment/system training determined to be applicable via use of the KSA checklist. At no time will the Verification Checklist adversely impact the workforce or change the existing Collective Bargaining Agreement (CBA) to include the assignment of overtime opportunities, transfers, and all other provision in the CBA. If an employee is not signed off on the KSA’s to perform specific work, the Company shall assign the employee to work with a qualified individual to help the employee achieve the requirement for KSA sign off. Transfers from other Hanford contractors will be addressed in the same manner. Implementing the checklist will be a collaborative effort of both the Company and Union to include the use of Labor/Management meetings to resolve any and all resulting issues/concerns.

**APPENDIX “A” AGREEMENT(S) –MILLWRIGHTS, SENIORITY GROUP 023,
LOCAL 1951**

JOB DEFINITION

MILLWRIGHT – JOURNEYMAN

Fully qualified journeyman or equivalent training/education capable of making all types of repairs. Lay out, fabrication, assemble, and install machinery and equipment. Test, diagnose, repair and maintain machinery and equipment. Operate power-driven tools, such as drill presses, hacksaws, and related types of equipment. Work to close tolerances. Direct others.

UNDERSTANDINGS:

1. There will be two (2) overtime groups and one supervisory work group for Millwrights within the Company.

PRIMARY OT GROUPS

Production Operations/Projects & Retrieval

ETF Maintenance

BACK UP OT GROUPS

All remaining groups combined using low-man principle.

All remaining groups combined using low-man principle.

In conjunction with Attachment A of the Labor Agreement, the overtime management group may use other means to contact employees for polling of overtime filling needs (i.e., telephone, cell phone, text messaging, mass group text messaging).

2. The following is the Shift Procedure for Millwrights Seniority Group 023:

SHIFT PROCEDURE MILLWRIGHTS – SENIORITY 023

1. **SHIFT WORK**

All employees are subject to work shifts as established by the Company through negotiations with HAMTC. With the following exceptions:

- Chief Stewards or others requested by the Council by agreement with the Company.
- Employees exempted by the Company for medical reasons.
- New employees during the 6-month probationary period.

Original shift assignment will be by volunteers on the basis of seniority (oldest first). If insufficient volunteers are obtained to man the shifts, openings will be filled by involuntary transfers (youngest first). Shift work will be on a six (6) month basis unless shifts are terminated before that time.

Any person having been on shift six (6) months, may request relief and will exchange places with that employee on the seniority list who has been off shift the longest. New employees when placed on the seniority list will be considered to be the first employee eligible for shift work. The exchange to take place on the day shift nearest the completion of the six (6) month period, or after the request is filed, whichever is applicable.

No employee shall be required to come off shift upon completion of his six (6) month period against his desire, except that after completion of one (1) year of straight day shift, an employee may elect to replace that employee who has been on rotating shift longest if no other vacancy has occurred.

Should shift work be established in more than one (1) location, the provisions of the Labor Assets Management Program will apply to the movements between shift workers and those locations.

OVERTIME CALLOUT

Employees shall be notified of overtime and given the ability to accept or decline overtime in a reasonable time, prior to offering overtime to the next individual on the overtime list.

**APPENDIX "A" AGREEMENT(S) – PLUMBER STEAMFITTER, SENIORITY GROUP
024, LOCAL 598**

JOB DEFINITIONS

PLUMBER STEAMFITTER – JOURNEYMAN

Fully qualified journeyman. Perform expert installation, maintenance, layout fabrication, and repair work on all piping systems, plumbing assemblies, and equipment falling within the jurisdiction of the Plumber-Pipefitter Journeyman classification at Washington River Protection Solutions (WRPS). Set up and use tools and equipment, either hand or power tools, as needed to perform the aforementioned work.

PLUMBER STEAMFITTER – APPRENTICE

Work on routine installations and repairs of the piping and plumbing systems and assist on and perform complex work under direction of journeyman. Set up and operate power tools. Is enrolled in and must complete the Joint Apprenticeship Program.

UNDERSTANDINGS:

1. The following overtime groups within WRPS were agreed to:

PRIMARY OT GROUPS

BACK UP OT GROUPS

Production Operations principle.

All remaining groups combined using low-man

Retrieval & Closure/TF Projects principle.

All remaining groups combined using low-man

ETF Maintenance

All remaining groups combined using low-man principle.

Facilities

All remaining groups combined using low-man principle.

*Overtime will follow the CACN except for 242A-BA Boiler. This overtime will be supported by the Retrieval & Closure Tank Farm Projects Team.

- Overtime needs for the primary overtime group will ensure that one Pipefitter from the primary overtime group can be assigned overtime following the provisions outlined in Attachment A. If additional resources are needed, lacking volunteers from the primary overtime group, volunteers from the backup overtime group may fill the additional needs prior to assigning/forcing overtime to additional employees within the primary group.

The Overtime Sign-Up procedure will not be used within the above Plumber/Steamfitter overtime groups.

2. There will be only one supervisory work group for WRPS.
3. Any new projects or work scope that the Company may acquire in the future would in effect cause both parties to sit down and discuss the effects on the Overtime Groups.
4. In regard to training, the Employer intends to continue the policy of having any employee fully trained to perform the task to which he is assigned.
5. The following covers the Plumber Steamfitters Seniority Group 024 Shift Procedure.

1. Intent

- A. This procedure applies only to:

1. Plumbers Steamfitters.
2. Rotation off a rotating shift onto the straight-day shift.
3. Rotation off the straight-day shift onto a rotating shift.
4. Staffing a new Project involving shift work.

- B. This procedure does not apply to:

1. Force reductions.
2. Force adjustment.
3. Balancing craft skills
4. Transfer between Projects
5. Any other transfer situation.

- C. Except as may be specifically indicated herein, the procedure does not change, modify, or otherwise alter any provisions in the WRPS Agreement.

- D. This procedure does apply to all Plumber Steamfitter Journeyman in the employ of the Company.

2. New Hires

- A. A craftsman covered by this procedure who is assigned to the craft for the first time shall be considered as a "new hire".

- B. A new hire shall normally be assigned to the straight-day shift for not less than six (6) months from the date "hired".

- C. After a new hire has completed his initial six (6) months assignment on the straight-day shift, he shall be eligible for a rotating shift.

- D. In situations where more than one new hire is available for reassignment to a rotating shift assignment, and only one rotating shift assignment is to be filled, the new hire with the least seniority will normally be reassigned to the rotating shift assignment.
- E. New hires reassigned to a rotating shift under the foregoing rules shall thereafter be considered for future rotation between shifts in accordance with the remainder of this procedure.

3. Rotation Procedure

- A. Only upon completing three (3) or more consecutive months on a rotating shift assignment may reassignment to a straight-day be requested.
- B. Craftsman assigned to a rotating shift will not be considered for rotation to the straight-day shift unless they request such reassignment in writing.
- C. Craftsman assigned to the straight-day shift will not normally be rotated to a rotating shift if others in the craft assigned to the straight-day shift have requested, in writing, assignment to a rotating shift.
- D. Craftsman, other than new hires (2 above) assigned to the straight-day shift, shall normally be permitted to remain on such assignment for a minimum of six (6) months.
- E. Straight-day shift assignments shall be made available for craftsmen requesting rotation off a rotating shift assignment as follows:
 - 1. First consideration shall be given to written requests previously received from craftsmen who have been assigned to the rotating shift for three (3) or more months and who desire reassignment to a day shift. Such requests will be considered in the order of seniority, with first consideration to the request received from the craftsmen with the greatest seniority. The craftsmen coming off rotating shift will exchange job assignments with the craftsmen who replaces him on a rotating shift assignment.
 - 2. In the absence of any written requests from craftsmen desiring rotation off the straight-day shift onto a rotating shift, the craftsman who has been reassigned to the straight-day shift for the longest period in excess of six (6) months or who has worked as a new hire for six (6) months or more, and has not previously been assigned to a rotating shift shall be assigned to exchange job assignments with the craftsman with the greatest seniority who has requested rotation off a rotating shift onto a straight-day shift

4. Written Requests

- A. Written requests for rotation onto either the straight-day shift or a rotating shift may be submitted to the supervisor.
- B. Written requests for reassignment to a specific rotating shift or area will be considered: however, if the craftsman who has made such a request is selected in accordance with this rotation procedure before his request can be acted upon, he can be given no choice of rotating shift.

5. Exclusions

This procedure will not normally be applicable in the following situations:

- A. Craftsmen will not be assigned to a rotating shift if they have physical handicap which would restrict their ability to do the necessary work on a rotating shift. (Such handicaps must be confirmed by the Hanford Occupational Medical Provider and/or by the craftsman's personal physician.)
- B. Craftsmen may be continued on or be reassigned to the straight-day shift if their accumulated radiation exposure would restrict their ability to do the necessary work on a rotating shift.
- C. Personal hardship cases will be reviewed on the basis of their individual merits by a committee composed of the Company and the Council.
- D. The duly recognized Chief Steward will not be assigned to rotating shift unless required by the progress of the work.

6. Joint Review of Future Experience

In the event a new shift schedule(s) is implemented, either party may request a joint review of the shift Procedure as it pertains to the new shift, after completing six months experience, and consideration may then be given to making such modifications as are mutually agreed acceptable.

6. BACKFLOW CERTIFICATION:

- a. WRPS agrees to reimburse a Plumber/Steamfitter who possesses Backflow Certification on the effective date of this agreement the cost of:
 - i. Subsequent Washington State Backflow license annual renewal fees.
 - ii. Subsequent Triennial Professional Growth Hands-On Test fees (2 attempts every 3 years-additional tests at the discretion of WRPS)

- b. If WRPS approves prior to incurring the costs related to an online or classroom refresher course before taking the triennial Professional Growth Hands-On Test, WRPS agrees to allow the Plumber/Steamfitter to take the course during regular business hours and will reimburse the refresher course fee.
- c. Additional need within the existing group: If WRPS determines a business need exists for Plumber/Steamfitters within the existing group to acquire Backflow Certification, it will canvas the Plumber/Steamfitter group to determine if there are volunteers. Selection will be made by seniority if the number of volunteers exceeds the number WRPS determines is needed. In that instance, WRPS will, after preapproval to incur the following costs associated with Backflow Certification:
 - i. Allow for the classroom or online training to be completed during regular scheduled work hours;
 - ii. Reimburse the travel costs associated with a classroom training source outside of the Tri-Cities;
 - iii. Reimburse initial training fees;
 - iv. Reimburse initial Hands-On and Written testing fees (2 attempts each-additional tests at the discretion of WRPS);
 - v. Reimburse the initial Washington State Backflow license fee.

PLUMBERS LICENSE:

- a. The company will reimburse a Plumber/Steamfitter employee the cost of renewal fees associated with the State of Washington Plumbers License. The continuing training hours required by the state for license renewal will be completed on the employees own time and at their own expense.

**APPENDIX "A" AGREEMENT(S) – PAINTER/CARPET INSTALLER, SENIORITY
GROUP 025, LOCAL 427**

JOB DEFINITION

PAINTER/CARPET INSTALLER – JOURNEYMAN

Fully qualified journeyman who performs high-grade brush and spray-painting; including parking lot, road and crosswalk striping. Work may involve preparing surfaces; removal and/or encapsulation of lead based paint and trade related products; applying perfa-tape; mixing paints and matching colors. Lay floor covering such as linoleum, tile, carpet and pad.

PAINTER – JOURNEYMAN

Fully qualified journeyman who performs high-grade brush and spray-painting. Work may involve preparing surfaces; removal and/or encapsulation of lead based paint and trade related products; applying perfa-tape; mixing paints and matching colors. Lay floor covering such as linoleum and tile.

UNDERSTANDINGS:

- 1 It is agreed that there will be one overtime group and one supervisory work group within the company.
- 2 It is expected that the understanding regarding work assignments for Painter/Carpet Installers and Sign Painters continue for the term of this agreement. Specifically, Painter/Carpet Installers may perform the work of Sign Painter (where the Sign Painter assignment would be supplemental to the Sign Painter craft and not serve to replace any employees in that classification.)
- 3 Floor and safety striping is a part of the job description of the Sign Painter. However, in the day-to-day activities the work is occasionally assigned to the Painter/Carpet Installers, in accordance with the preceding paragraph. When such a work assignment is made during the regular shift and the work is to be completed on overtime, the overtime crew (if more than one) will be made up of equal numbers (if possible) of Sign Painters and Painter/Carpet Installers. On the other hand, if Sign Painters are assigned to work during the regular shift and the work is to be completed on overtime, Sign Painters, if available will do the work.
- 4 The Employer will provide Lead Worker Training and State Certified Asbestos Worker Cards for employees in accordance with the needs of the business on job assignments where such Training and Certifications are required.

- 5 The Employer may require that at least two Painter/Carpet Installer Journeymen have current, valid CDL's. The two will be selected by volunteers by seniority or, if there are no volunteers, the two with the least seniority. The two required CDL's will be obtained at Employer expense.

**APPENDIX “A” AGREEMENT – BOILERMAKER, SENIORITY GROUP 033,
LOCAL 242**

The Employer and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

BOILERMAKER – JOURNEYMAN

Fully qualified Boilermaker performing all types of complex boiler and heavy gauge plate work involving the repair and maintenance of boilers and related equipment. Layout, fabricate, and install complicated steel plate assemblies. Direct others.

BOILERMAKER – APPRENTICE

Fabricate and install steel plate assemblies of simple design. Perform ordinary maintenance job. Assist on and perform complex jobs under direction of a Boilermaker Journeyman. Is enrolled in and must complete the WRPS/HAMTC Joint Apprenticeship Program.

There is one supervisory work group.

There is one overtime group.

**APPENDIX "A" AGREEMENT(S) - INSULATORS, SENIORITY GROUP 037,
LOCAL 120**

JOB DEFINITION

INSULATOR – JOURNEYMAN

Perform all types of work involving the installation and removal of various types of insulation and insulating material while observing all regulations related to insulating materials. Direct others.

INSULATOR – APPRENTICE

Perform routine work involving installation and removal of insulation and insulating materials while observing all regulations related to insulating materials. Work under the direction of a journeyman.

UNDERSTANDINGS:

1. There will be one overtime group and one supervisory work group for Insulators within the Company.

2. Regarding the Asbestos Certification, the initial certification is coordinated through the Company and the Site Occupational Medical Contractor (SOMC). Successful completion is considered the equivalent of the State of Washington certification. The “certificated asbestos supervisor” requirement, however, does necessitate Washington State certification. Such certification cost shall be paid by the Company, provided the Company directs the individual to have such certification. Seniority will be a factor in the consideration of selection of individuals for certification training.

APPENDIX "A" AGREEMENT(S) – SIGN PAINTERS, SENIORITY GROUP
038, LOCAL 427

JOB DEFINITION

SIGN PAINTER – JOURNEYMAN

Fully qualified Sign Painter Journeyman performs various types of layout, fabrication, preparation, installation and painting of signs, including, but not limited to, hand lettering, stenciling, silkscreen process, shading, outline, floor and safety striping. Performs painting of panel and other directional boards.

Performs the operation of sign making machines. Works with and mixes specialty paints and pigments to desired colors. Applies gold, silver and other leaf products to surfaces.

UNDERSTANDINGS:

1. It is agreed that there will be one overtime group and one supervisory work group within the Company.
2. It is expected that the understanding regarding work assignments for Painter/Carpet Installers and Sign Painters continue for the term of this agreement. Specifically, Painter/Carpet Installers may perform the work of a Sign Painter (where the Sign Painter assignment would be supplement to the Sign Painter craft and not serve to replace any employees in that classification).
3. Floor and safety striping is a part of the job description of the Sign Painter. However, in the day-to-day activities the work is occasionally assigned to the Painter/Carpet Installers, in accordance with the preceding paragraph. When such a work assignment is made during the regular shift and the work is to be completed on overtime, the overtime crew (if more than one) will be made up of equal numbers (if possible) of Sign Painters and Painter Carpet/Installers. On the other hand, if the Sign Painters are assigned to work during the regular shift and the work is to be completed on overtime, Sign Painters, if available, will do the work.
4. The Employer will provide Lead Worker Training and State Certified Asbestos Worker Cards for employees in accordance with the needs of the business on job assignments where such Training and Certification are required.

**APPENDIX "A" AGREEMENT(S) - STOCK & TOOL, SENIORITY GROUP 039,
LOCAL 1951**

JOB DEFINITION

MACHINE SHOP STOCK AND TOOL ATTENDANT

Maintain stock and tool crib. Issue tools and materials including tool bits, hand tools, cutting preparations and measuring equipment. Performs reconditioning and repair of specified tools including sharpening. Keeps record of withdrawals and inventory.

STOCK AND TOOL ATTENDANT

Maintain stock and tool crib. Keep accurate record of inventory and of withdrawals of machine and hand tools, equipment and stock. Inspect tools and perform minor reconditioning and repair work.

UNDERSTANDINGS:

1. The Company's Stock and Tool Attendants will be responsible to perform overtime assignments for their assigned tool crib. If unable to perform the overtime, the other Stock and Tool Attendants within the Company may perform the overtime.
2. The Company is agreeable to continue the understanding that the word "classification" shall be interpreted to mean both the Stock and Tool Attendant and the Machine Shop Stock and Tool Attendant for the purposes of layoff and recall. However, the provisions of the Master Agreement remain controlling in that an individual cannot claim a higher rated position as a result of layoff condition.
3. In regard to staffing short-term vacancies in a Tool Crib: the HAMTC and Local 1951 representatives presented the Step II answer to grievance #88-316 and further stated their general position as follows:
4. If there is to be an entrance to a Tool Crib, the specific attendant should be there.
 - 1) If that is not possible, another attendant from the Company's master overtime list should be assigned.
 - 2) If that is not possible, a Machinist should be assigned.

WRPS intends to abide by the provisions of the grievance answer however, there are instances where the three (3) steps listed above will not be followed particularly on off-shift situations where the crib entry is infrequent and is of a de minimis nature. In those instances, a log will be provided to record entries and activities.

Any employee on Company approved hardship will be removed from the overtime list and will not be able to work overtime while in hardship status unless the Union and the Company mutually agree on it.

APPENDIX "A" AGREEMENT(S) – RADIOLOGICAL CONTROL TECHNICIAN (RCT), SENIORITY GROUP 054A, LOCAL 984

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Part 1 General

- A. The terms of this Agreement apply to personnel employed in the classifications identified as Seniority Group 054A. Said classifications being Radiological Control Technician (RCT Trainee), Radiological Control Technician (RCT) and Senior Radiological Control Technician (SRCT).
- B. Unless specifically identified herein all provisions of the Employer/HAMTC Labor Agreement remain applicable.
- C. A qualified/certified Technician, for purposes of this document, is one who has successfully completed the site initial training and maintains continuing training requirements in accordance with the Training Program as described in Part 5.

Part 2 Wage Progression

- A. The current hourly wage progression schedule appears in the following table:

	Start	6-Month	12-Month	18-Month	24-Month	30-Month
SRCT	\$45.802	\$48.214				
RCT	\$33.751	\$36.160	\$38.571	\$40.983	\$43.392	\$45.802
Trainee	\$28.931					

- B. A Trainee shall be hired at the Trainee start rate. A Trainee, after six (6) months, shall receive a progressive increase to the 6-month RCT rate if their overall performance is satisfactory, as determined by management, against the requirements as specified in Section D of Part 5 (Training and Certification Program). Upon such satisfactory progress in the initial training program, the individual will be reclassified as an RCT.
- C. Progression through the salary structure as an RCT shall continue at six (6) month intervals as long as the individual is making satisfactory progress and provided that the employee is meeting the certification/recertification provisions as outlined in Section D

of Part 5 (Training and Certification Program). Such progression shall continue to the wage rate of a top step SRCT.

Part 3 Job Definitions

A. Radiological Control Technician (RCT Trainee)

Provide general assistance to radiation protection personnel performing contamination and radiation control functions. As qualified, perform less complex monitoring, surveying and sampling on the project and its environs.

Must satisfactorily meet the training and certification requirements as detailed in Part 5 (Training and Certification Program).

B. Radiological Control Technician (RCT)

Provide contamination and radiation exposure control. Perform surveys where procedures have been established. Duties may include working with routine and/or special detection equipment. Perform qualitative mask fit for radiological protection.

As assigned by management: perform special studies in the evaluation of radiological protection for personnel, environmental, or plant areas; participate in area specific radiation worker qualification and requalification programs; prepare and maintain records and documentation as appropriate; and provide assistance in the preparation of radiation control documents such as Radiological Work Permits (RWP's), ALARA Management Worksheets (AMW's), etc.

Must certify and maintain RCT certification in accordance with the terms of Part 5 (Training and Certification Program).

C. Senior Radiological Control Technician (SRCT)

Provide contamination and radiation exposure control. Perform or direct surveys where procedures have not been established or where unusual conditions are present or expected. Duties may include working with routine and/or special detection equipment. Perform qualitative mask fit for radiological protection.

As assigned by management: perform special studies in the evaluation of radiological protection for personnel, environmental, or plant areas; participate in area specific radiation worker qualification and requalification programs; prepare and maintain records and documentation as appropriate; and provide assistance in the preparation of radiation control documents such as Radiological Work Permits (RWP's), ALARA Management Worksheets (AMW's), etc. May direct and train others.

Must certify and maintain RCT certification in accordance with the terms of Part 5 (Training and Certification Program).

Part 4 Lead Assignment SRCT (Lead SRCT) Selection Process

A. Responsibilities

A Lead SRCT is a non-supervisory employee who is a working member of a group, without disciplinary authority, who works under a minimum of supervision, who regularly leads, instructs and guides employees in the group or takes technical lead on special projects and/or programs. The requirements for selecting and filling Lead SRCT positions are established as follows.

B. Selection Process

Formation and discontinuance of a Lead SRCT shall be the responsibility of Radiological Control management based on need and/or performance. The candidate pool for Lead SRCT assignment positions will encompass all SRCTs employed under this collective bargaining agreement who apply for such openings.

Management shall select Lead SRCT based on the following factors:

1. SRCT certification and qualification.
2. Technical knowledge as it relates to the assignment.
3. Leadership capability.
4. Management written recommendations.

*If two or less SRCT show interest in the lead position, the manager can interview the candidates and make their selection without adhering to the Lead selection process.

In the event the preceding factors are judged to be equivalent, seniority shall be the prevailing factor.

Management shall ensure interview question bank is provided to any SRCT requesting them.

A Lead Assignment Selection/Review Board will be established for the selection of candidates. The Lead Assignment Selection/Review Board will consist of one Radiological Control Exempt representative, one Lead SRCT representative (as determined by the hiring manager). Candidates will be asked the same interview questions from the Lead Assignment interview question bank. A Steward shall be permitted to observe the review board process but not converse or interfere with board members or candidates at any time.

The Lead Assignment Selection/Review Board shall submit to the Hiring Manager the top two candidates including all interview packets of the remaining candidates in order of ranking. If a candidate is chosen who was not recommended by the Review Board, the

Hiring Manager must meet with the Review Board members to objectively explain the decision.

At the completion of the lead boards, management reserves the right to perform additional interviews of the top candidates provided outside of the normal lead selection process to aid in their candidate selection.

Radcon Management and the Chief Union Steward or their designee, shall perform an annual review of the Lead Assignment interview question bank.

If an SRCT with a Lead Assignment transfers to another position, the Lead Assignment position will not be transferred with him/her and becomes an open position if management determines position is still necessary.

C. Compensation

SRCT's who are selected for Lead Assignments shall be paid at five percent (5%) above their current SRCT rate.

The Lead SRCT provisions replace the "Working Leader" classification and will be implemented throughout the Radiological Control Organization(s), as needed. The Lead SRCT is not treated as a higher classification for purposes of seniority.

D. Temporary Lead SRCTs

Management may appoint or discontinue temporary Lead SRCTs within an overtime group to supplement absences of existing Lead SRCTs and for assignment to projects/activities that do not exceed 180 calendar days. A SRCT shall not exceed 180 calendar days in a rolling twenty-four (24) month period as a Temporary Lead SRCT unless there are no other volunteers. Management appointments of temporary lead assignments will normally be selected from the most senior volunteer that meets the permanent Lead selection criteria listed in B1 through B3 above. The Temporary Lead SRCT is not treated as a higher classification for purposes of seniority.

Part 5 Training and Certification Program (Herein referred to as the "program")

A. Purpose

As used in this part, the word "Technician" is intended to identify both RCTs and SRCTs. The purpose of this program is to establish training requirements and methods for ensuring the technical competence of Trainees and Technicians.

B Scope

This program applies to all employees in Seniority Group 054A.

C. General Requirements

1. Entering Trainees shall have a high school diploma or equivalent. One year of high school Algebra, one year of high school Physical Science, Biology, and electronics training are desirable.
2. Employment for all employees in Seniority Group 054A shall be contingent upon meeting and maintaining the physical, psychological and security clearance requirements as established by the Department of Energy or its designated representative. Personnel who fail to meet these requirements will be subject to Section C.8 of Part 5.
3. All Trainees and Technicians must qualify and must maintain qualifications in the program. The program includes completion of initial and continuing RCT training, completion of the personal radiation exposure history, bioassay sample, in vivo examination. Personnel who do not qualify as technicians for any reason shall be subject to the provisions of Section C.8 of Part 5.
4. Transfers from other job classifications within the Company to any level of Seniority Group 054A shall be considered to be the same as new hires for purposes of this program.
5. Temporary transfers of work locations and/or shift schedules may be necessary to accommodate required initial training (as described in Section D) between Overtime Groups. Such transfers shall be made without reference to the current Employer/HAMTC Labor Agreement. However, the maximum time period for such temporary transfers shall not exceed sixty (60) calendar days. Management shall schedule such transfers sufficiently in advance that the affected individual(s) will normally have forty-eight (48) hour notice.
6. All employees who are members of Seniority Group 054A must, as a condition of continued employment, participate in a formalized program which, as a minimum, complies with all applicable Department of Energy (DOE), State, and Federal regulations. This program will be subject to periodic review, alteration, or update, in conformance with changing operational needs and regulatory requirements. Union representatives will be thoroughly informed in writing, through Rad-Con management, Business Agent and the Chief Union Steward of changes to program requirements, prior to such time(s) as they are incorporated into the program. Modifications made to the training portion of the program shall be at the discretion of management. However, the parties agree that if operational and/or regulatory requirements mandate a significant and substantial modification to the program, the impact, but not the implementation of such modification shall be a mandatory subject of bargaining. The parties also agree that appropriate times for bargaining relative to such modification is during negotiations of the Employer/HAMTC Labor Agreement or during Appendix "A" discussions or at any time mutually agreed to by the parties.

In addition to the requirements listed in the preceding sections, Technicians shall:

- a. Meet the certification requirements on a bi-annual basis;
 - b. Meet the classification requirements on a continuing basis; and
 - c. Be trained, examined, and qualified on all parts of the Technician's area of responsibility, including additional training and examination covering all new or revised responsibilities, as required.
7. Rescheduling of shift assignments may be necessary to complete required training.
 8. Trainees or Technicians who fail to meet the requirements in accordance with the provisions of this program or are otherwise disqualified shall be evaluated by Management on a case-by-case basis taking into consideration all pertinent factors. If necessary, the employee shall be removed from the seniority group and reassigned to other work for which they are qualified, if such work is available and if their overall employment record, as determined by Management, is satisfactory. If these conditions are not met and no other options are available, the employee shall be removed from the payroll.
 9. Individual study time will be provided at the work site or in a location designated by management under the direction of a supervisor or instructor. The topics of study and time allowed will be determined by management on an individual basis following discussion with the Trainee/Technician. Provisions for adequate individual study time will be arranged in advance of scheduling required examinations. In turn, Trainees/Technicians will be expected to use the study time effectively and use their best efforts to achieve certification.
 10. Should a Technician fail an examination, such employee may request a review with training, the Rad-Con management and their chief steward or designee within (10) calendar days from the date of the failed examination.

D. Trainee Initial Training

1. The Trainee program will be six (6) months in duration. However, will not be considered fully qualified until 12 months have elapsed IAW DOE O 426.2. During this time, the trainee will receive, as a minimum, the following:
 - a. formal classroom academic training;
 - b. practical training and qualification;
 - c. site familiarization;

2. During or upon completion of Section D.1.a. of Part 5, Trainees shall attain passing scores on written examinations covering academic topics and radiation control principles. A score of eighty percent (80%) overall is required. This examination shall be structured so that each topic is a separate part of the exam and can be graded independently. Failure of two (2) exams will be reviewed on a case-by-case basis by management to determine if the Trainee will be allowed to continue in the program. Under no circumstances will more than a total of three (3) examination failures be allowed. If the Trainee cannot meet the examination requirements within the six (6) months timeframe, the Trainee will be removed from the program and will be handled in accordance with provisions outlined in Section C.8 of Part 5.
3. During Section D.1.b. of Part 5, Trainees shall complete their on-the-job-training (OJT) qualifying in all applicable subject areas prior to completion of the program. If successful completion of all applicable subject areas cannot be obtained within this twelve (12) month period, the Trainee will be subject to the provisions outlined in Section C.8 of Part 5.
4. During Section D.1.c. of Part 5, the Trainee shall participate in learning the routine activities of the assigned area. The Trainees may perform tasks they are qualified for as determined by management. Formal evaluations of Trainee performance during this period will be performed by supervision. If, upon completion of this period, the Trainee has received unsatisfactory or marginal performance evaluations, these evaluations will be reviewed by management on a case-by-case basis to determine if the trainee will be allowed to continue in the program. Such management review will be completed no later than six (6) months after the employee enters the Trainee classification. If the Trainee's performance is unsatisfactory, the Trainee will be removed from the program and will be handled in accordance with the provisions outlined in Section C.8 of Part 5.

E. Advance Standing Technicians

1. Personnel may be hired into the Technician classifications. Such individuals will normally have an academic degree in physical science (e.g., AA degree in Health Physics) or the equivalent education and/or radiological experience.
2. New hire Technicians shall complete their initial certification/qualification within four (4) calendar months of initial employment. Such certification/qualification shall include:
 - a. formal classroom academic training;
 - b. practical on-the-job training and qualification.
3. During or upon completion of Section E.2.a. of Part 5, advance standing employees shall attain passing scores on written examinations covering academic

topics and radiation control principles. A score of eighty percent (80%) overall is required.

4. Advance standing Technicians who fail the initial certification examination will be given additional training and study time and will be re-tested at intervals not to exceed ten (10) calendar days. A passing score is eighty percent (80%). This examination shall be structured so that each topic is a separate part of the exam and can be graded independently. Failure of the third attempt to certify will subject the employee to the provisions of Section C.8 of Part 5.

F. Technician Recertification/Qualification Program

1. Technicians will normally receive recertification training (2-day study time) on company time on a bi-annual basis.
2. Upon completion of training as outlined in Section F.1 of Part 5, a comprehensive examination will be given bi-annually. Passing this examination with a score of at least eighty percent (80%) overall shall constitute successful completion of academic recertification. This examination shall be structured so that each topic is a separate part of the exam and can be graded independently. Technicians who fail the initial recertification exam will be given additional training and study time and will be tested at intervals not to exceed ten (10) calendar days. Failure of a third attempt to recertify will subject the individual to the provisions of Section C.8 of Part 5.
3. Training and reexamination upon return to work following an absence which has interfered with a Technician's recertification schedule will be tailored to the needs of each individual case and shall include consideration of the length and cause of absence.
4. Technician On-the-Job Training Portion:
 - a. The Technician qualification program will include On-The-Job Training (OJT) evaluations either in a training setting or in an actual work situation. The OJT is an integral part of the overall Program. A Technician who fails an initial qualification shall be given additional attempts. The third attempt will be monitored by a representative from Radiological Control management and the Chief Union Steward or designee. A Technician who fails a third qualification attempt shall be subject to the provisions as outlined in Section C.8 of Part 5. OJT qualifications will consist of Generic Site OJT qualifications (to be completed during the initial certification process) and Facility OJT Qualifications.
 - b. Facility OJT Qualifications will normally be completed within six (6) months after assignment for other than trainee RCTs. A Technician may perform work in the Facility prior to full completion of the OJT qualification card provided the OJT task for the assigned work has been completed and approved prior to the initiation of the work.

c. A Technician may work in another facility provided that the Technician has the following:

- 1) Current facility orientation or a certified Technician is assigned to the Technician's shift and work site; and
- 2) Supervisory approval; and
- 3) Qualification to perform the specific task.

5. Incentive program

Technicians who pass the bi-annual (every two years) comprehensive examination with a score at least eighty percent (80%) overall, which constitutes successful completion of academic recertification, will receive an incentive payment of seven hundred fifty dollars (\$750.00) less applicable withholding.

Part 6 Shift Assignment/Rotation Procedure

A. Purpose

As used in this Part, the word "Technician" is intended to identify both RCTs and SRCTs. This procedure establishes the manner in which Technicians will be assigned and/or rotated on days and shift within Supervisory work group.

B. Scope

This procedure applies to Technicians. Trainees may be assigned shift work for training purposes as determined by the manager. The word "shift" is meant to include all shift assignments other than a "Straight Day" employee, as described in the Employer/HAMTC Labor Agreement.

1. Establishment of Shift Assignments:

A. Shift assignments will be made based on the following:

- 1) Volunteers
- 2) Lacking volunteers, the least senior person within the supervisory work group will normally be assigned.

It is recognized that the health and safety of the employees, the progress of the work, certification, security clearances, work restriction, radiation exposure, training and qualification, may preclude rigid adherence to the least senior person being assigned.

It is not the intent of the Employer to use this provision to unreasonably limit adequate training for our employees to meet the needs of the Employer.

B. The assignments described above do not require negotiations with the Council prior to implementation, provided the proper advance notice is given to the employee.

1. Requests for Removal from Shift Work

A Technician who has been on shift a minimum of twelve (12) months may request, in writing, a day assignment. In the event no volunteers within the supervisory work group are forthcoming, the Technician requesting to be removed from a shift assignment may displace the least senior qualified employee on days within the supervisory work group, provided that the requesting employee must be more senior than the employee that would be displaced and that the displaced employee has been on days a minimum of twelve (12) months. The employee requesting assignment to days shall normally give thirty (30) calendar days notice before being assigned to days.

2. Request for Assignment to Shift

A qualified Technician who has been on days a minimum of twelve (12) months may request in writing, a shift assignment within the supervisory work group. In the event no volunteers are forthcoming, the Technician requesting the shift assignment may displace the least senior qualified Technician on shift, provided that the requesting Technician must be more senior than the Technician that would be displaced and that the displaced Technician has been on shift a minimum of twelve (12) months. The Technician requesting assignment to shift shall normally give thirty (30) calendar days notice before being assigned to shift.

3. Special Hardship

Special hardship cases, particularly those involving recommendations by Site Medical Occupational Provider (SMOP) will require special handling. In order to accommodate such cases, it may be necessary, for the duration of such hardship, to bypass portions of this procedure.

4. Notification

When circumstances permit, management will make reasonable effort to give forty-eight (48) hour notice to Technicians being rotated or reassigned.

5. Voluntary Trades

If there are no written requests for assignment to shift (or days) on file, voluntary trades by Technicians between day work to shift work and shift to shift is permissible if equivalently qualified and will be handled as individual cases subject to complete agreement among the individuals involved, and management. When trades are made between shift and days, each party is obligated to spend twelve (12) months in their new assignment.

6. Clarification

When multiple shift rotations are being utilized within an overtime group a Technician will be allowed to request reassignment to the shift schedule of their choice provided that all conditions in Section B.3 of Part 7 are met.

7. Records

The following records in line with this procedure will be maintained by management:

- a. Shift requests
- b. Consecutive periods of shift assignment

8. For the purpose of administering this procedure, the priorities for assignment to a specific shift are as follows: in staffing any new shift, management will announce to qualified personnel the number of openings and assign employees to a specific shift based on seniority order, following Section B.1 of Part 7. If an opening should occur on a specific shift the senior person in that overtime group will have first opportunity to fill the vacancy.

9. If a Technician is removed from shift involuntarily as a result of staffing changes that Technician can volunteer for any shift opening within the supervisory Group regardless of the amount of time the displaced Technician has been on day shift.

10. Management will determine the classification necessary for staffing shift positions.

11. After completing their shift obligation (12 month minimum) a Technician may voluntarily post for another shift opening. When this occurs, it is understood the Technician is beginning a new period (12 month minimum) of shift obligation.

12. Should schedule variations occur, with regard to “Straight Day” work, the principles of seniority (senior volunteer & junior assignment) shall be applied

when determining which “Straight Day” Technician(s) will work which straight Day schedules.

13. Technicians with medical restrictions, as determined by the Hanford site occupational medical provider, will not be eligible for overtime.
14. Technicians with shift restrictions, or Technicians with any other restriction which prevent them from being assigned to work on shift, will not be eligible for overtime.

Part 7 Overtime Groups

- A. Assignment of a Trainee/Technician from overtime group to another for a period of ninety (90) calendar days or less is considered a “temporary reassignments. Normally, the temporary assignment of a Trainee/Technician from one Overtime Group to another Overtime Group, will be based on the following:
 1. Qualified volunteers by seniority.
 2. Lacking volunteers, the least senior qualified employee within the overtime group.
 3. Health and Safety of the employees, the progress of work, certification, security clearances, work restrictions, radiation exposure, training and qualification, circumstances of individual hardship to the employee, and other factors may preclude rigid adherence to the least senior employee being assigned.
- B. The permanent assignment of a Trainee/Technician from one Overtime Group to another Overtime Group, will be based on the following:
 1. Qualified volunteers by seniority.
 2. Lacking volunteers, the least senior qualified employee within the overtime group.
 3. Voluntary trades between overtime groups for dayshift work will be permissible if equivalently qualified. When a trade is requested, the individual will put a request in writing to management as to the project they wish to go to and that project will then ask for volunteers to trade work locations. The most senior technician wishing to trade will then be selected. If there are no volunteers, the trade will not happen. Such trades will be handled as individual cases subject to complete agreement among the individuals involved and the WRPS Radiological Director. Management will make every effort to allow for the mutual swap within 30 calendar days. If management requires an extension justification will be sent to the office of Labor relations who will then provide notice to HAMTC and Local.

C. The tables below identify the Primary Overtime Groups and the Back-up Overtime Groups for Technicians employed by WRPS.

Company	Primary Overtime Group	Back-up Overtime group	2nd Back-up group	3rd Back-up group
WRPS	TF Projects	R&C	Production Ops Support	Production Ops Facilities
	R&C	TF Projects	Production Ops Facilities	Production Ops Support
	Production Ops Support	Production Ops Facilities	TF Projects	R&C
	Production Ops Facilities	Production Ops Support	R&C	TF Projects

D. There will be one supervisory work group within WRPS for Seniority Group 054A.

Overtime Callout

In conjunction with Attachment A of the Labor Agreement and when the need for overtime exists the overtime management group may contact employees for filling of overtime needs (i.e., telephone, cell phone, text messaging, mass group text messaging, etc.).

If a technician does not wish to be notified of overtime they may submit a request in writing to management to be removed from being called. This request will be placed on the current overtime list and be made available to all individuals.

When overtime shifts run through 2 different shifts, the shift with the most hours worked will be used to determine the order of calling out of overtime. Likewise, if hours are evenly split between shifts, the starting time of the shift will determine the shift called.

The respondents with the lowest hours will then be assigned the work.

SET HOURS LIST FOR OT	
1a.m.	Grave
2a.m.	Grave
3a.m.	Grave
4a.m.	Grave
5a.m.	Grave
6a.m.	Days
7a.m.	Days
8a.m.	Days
9a.m.	Days
10a.m.	Days
11a.m.	Days
12p.m.	Days
1p.m.	Days
2p.m.	Days
3:30p.m.	Swing
4p.m.	Swing
5p.m.	Swing
6p.m.	Swing
7p.m.	Swing
8p.m.	Swing
9p.m.	Swing
10p.m.	Swing
11:30p.m.	Grave
12a.m.	Grave

**APPENDIX "A" AGREEMENT(S) – MATERIAL COORDINATORS, SENIORITY
GROUP 056, LOCAL 12-369**

JOB DESCRIPTION

As directed by management and using engineered specifications develop descriptions for procurement action of materials, parts and minor equipment as required by the maintenance function. Such work may include the preparation of requisitions, material requests, store orders, P-card orders, maintenance of files on requisitions, prepare parts and tools returns for shipment offsite, purchase orders, receiving reports, and associated information. Follow-up on procurement; locating materials; arranging for shipments; expediting shipments; delivery and check off on receipt; maintains control of locked storage yards, and storage (bins/racks); coordinate project need dates with material delivery dates; provide material status reports; maintain files on drawings, catalogues, requisitions, orders backup documentation, such as packing slips or any other paperwork on material for validation of product. May perform material cost estimates and other related work. May provide on-the-job training to less experienced Material Coordinator personnel. May also assist in the control of inventory of certified materials, excessing tools and materials, and perform other work related to material control and procurement such as preparation of Spares Storage Request (SSRs), Warehouse Storage Request (WSRs) and Spares Adjustment Request (SARs).

UNDERSTANDINGS:

1. There will be one overtime group and one supervisory work group for Material Coordinators within the Company.
2. The employer shall have the discretion to start new hires at a higher step if they have prior relevant experience.

**APPENDIX “A” AGREEMENT(S) – INDUSTRIAL HYGIENE TECHNICIANS,
SENIORITY GROUP 062, LOCAL 984**

JOB DESCRIPTION

Perform Industrial Hygiene Technician (IHT) tasks assigned including routine sampling and monitoring in accordance with established company procedures. Provide documentation of operational and monitoring activities as required. Provide support to special projects as assigned. Brief and/or support project personnel with IH work documentation requirements as directed by management. Assist in research or new IH equipment and technologies as requested by IH supervision. Must maintain proficiency requirements as an Industrial Hygiene Technician (IHT), radiological worker and hazardous waste worker. Support training of other IHTs for which they are qualified when assigned by supervision. Keep associated records. Also perform routine functional checks of industrial hygiene equipment if required, as assigned by management, carry out special studies and sampling and assist in training and communications.

Jurisdiction

The Council and the Company, recognize the special nature of the Industrial Hygiene work that is done within the company and the necessity for Technicians and Industrial Hygienists to have the freedom to work on all aspects of their work without restrictions.

The preceding paragraph is intended to promote efficiency and productivity and to enhance working relationships. It will not be used to arbitrarily cause the layoff or demotion of Industrial Hygiene Technicians (IHT).

Work Hours

Continuity of work or needs of the Company may dictate assignments to any shift included in, Hours of Work and Shifts, of the WRPS/HAMTC Agreement.

Overtime Groups

There will be one Overtime Group and one Supervisory Work Group within the Company for IH Technicians.

Overtime Callout

When overtime is needed, the Overtime Management Group (OTMG) may contact employees to fill overtime needs via telephone, cell phone, text messaging, mass group text messaging, etc., and will fill the overtime in accordance with Attachment A of the Labor Agreement.

If a technician does not wish to be notified of overtime, he or she may submit a request in writing to the OTMG to be removed from being contacted. The OTMG will have a listing made available to the IHT stewards of those whom have requested to be removed from the OT list or have requested to not be contacted.

When overtime shifts run through 2 different shifts, the shift with the most hours worked will be used to determine the order of calling out of overtime. Likewise, if hours are evenly split between shifts, the starting time of the shift will determine the shift called.

For large callouts or when signups are exhausted, short notice overtime, or callouts on weekends/after hours, technicians may receive a text message with job information and a deadline to respond by. The respondents with the lowest hours will be assigned the work.

SET HOURS LIST FOR OT	
1a.m.	Grave
2a.m.	Grave
3a.m.	Grave
4a.m.	Grave
5a.m.	Grave
6a.m.	Days
7a.m.	Days
8a.m.	Days
9a.m.	Days
10a.m.	Days
11a.m.	Days
12p.m.	Days
1p.m.	Days
2p.m.	Days
3:30p.m.	Swing
4p.m.	Swing
5p.m.	Swing
6p.m.	Swing
7p.m.	Swing
8p.m.	Swing
9p.m.	Swing
10p.m.	Swing
11:30p.m.	Grave
12a.m.	Grave

Wage Progression Schedule

S	6	12	18	24	30	36	42
\$31.029	\$33.414	\$35.799	\$38.188	\$40.572	\$42.959	\$45.346	\$47.734

Shift Assignment/Rotation Procedure

Purpose

As used in this Part, the word “Technician” is intended to identify IHT (Industrial Hygiene Technicians). This procedure establishes the manner in which Technicians will be assigned and/or rotated on days and shift.

Scope

This procedure applies to Technicians. Trainees may be assigned shift work for training purposes as determined by the manager. The word “shift” is meant to include all shift assignments other than a “Straight Day” employee, as described in Article VII of the Employer/HAMTC Labor Agreement.

1. Establishment of Shift Assignments:

A. Shift assignments will be made based on the following:

- 1) Volunteers
- 2) Lacking volunteers, the least senior person within the supervisory work group will normally be assigned.

It is recognized that the health and safety of the employees, the progress of the work, certification, security clearances, work restriction, radiation exposure, training and qualification, may preclude rigid adherence to the least senior person being assigned.

It is not the intent of the Employer to use this provision to unreasonably limit adequate training for our employees to meet the needs of the Employer.

- B. The assignments described above do not require negotiations with the Council prior to implementation, provided the proper advance notice is given to the employee.

2. Requests for Removal from Shift Work

A Technician who has been on shift a minimum of six (6) months may request, in writing, a day assignment. In the event no volunteers are forthcoming, the Technician requesting to be removed from a shift assignment may displace the least senior Technician on days provided that the requesting employee must be more senior than the

employee that would be displaced and that the displaced Technician has been on days a minimum of six (6) months. The Technician requesting assignment to days shall normally give thirty (30) calendar days' notice before being assigned to days.

3. Request for Assignment to Shift

A Technician who has been on days a minimum of six (6) months may request in writing, a shift assignment. In the event no volunteers are forthcoming, the Technician requesting the shift assignment may displace the least senior Technician on shift, provided that the requesting Technician must be more senior than the Technician that would be displaced and that the displaced Technician has been on shift a minimum of six (6) months. The Technician requesting assignment to shift shall normally give thirty (30) calendar days' notice before being assigned to shift.

4. Special Hardship

Special hardship cases, particularly those involving recommendations by Site Medical Occupational Contractor (SMOC) will require special handling. In order to accommodate such cases, it may be necessary, for the duration of such hardship, to bypass portions of this procedure.

5. Notification

When circumstances permit, management will make reasonable effort to give forty-eight (48) hours' notice to Technicians being rotated or reassigned.

6. Voluntary Trades

If there are no written requests for assignment to shift (or days) on file, voluntary trades by Technicians between day work to shift work and shift to shift is permissible and will be handled as individual cases subject to complete agreement among the individuals involved, union representation and management. Reasons to allow such trades will normally be based on a personal hardship. When trades are made between shift and days, each party is obligated to spend six (6) months in their new assignment.

7. Clarification

When multiple shift rotations are being utilized within an overtime group a technician will be allowed to request reassignment to the shift schedule of their choice provided that all conditions in Paragraph 3, Request for Assignment to Shift are met.

8. If a Technician is removed from any shift involuntarily as a result of staffing changes, that Technician can volunteer for any shift opening within his/her Overtime Group, the regardless of the amount of time the displaced Technician has been on dayshift.

9.

- A. Technicians with medical restriction, as determined by the Site Occupational Medical Provider (SOMP) will not be eligible for overtime if the individual's ability to perform the work would be affected by the work restriction.
- B. Technicians with shift restrictions and/or shift hardships or Technicians with any other restriction which prevent them from being assigned to work on shift, will not be eligible for overtime.

**APPENDIX “A” AGREEMENT(S) – QUALITY ASSURANCE TECHNICIANS,
SENIORITY GROUP 064, LOCAL 984**

JOB DESCRIPTION

Quality Assurance Technician

Perform Quality Assurance (QA) inspections and tests (Basic, Electrical, Mechanical, Instrumentation, Welding, VT-2 Examination, VT-3 Examination, Receiving, Positive Materials Identification (PMI), National Association of Corrosion Engineers (NACE) or Association of Materials Protection and Performance (AMPP) Level Two (2), Certified Welding Inspector (CWI)) to verify conformance with specified requirements for the purpose of determining acceptability. Assure compliance to Company and Quality Assurance policies and procedures, as well as any other applicable standards and codes. Keep associated records. As assigned by management, carry out surveillances, special studies, data gathering efforts and assist in training and communications.

Jurisdiction

Work required by codes and/or site procedures to be performed by QA Technicians or work historically performed by the QA Technicians may not be transferred to another group (bargaining or otherwise.) However, this does not prevent certified supervisory or technical personnel from performing necessary functions for instruction, or in an emergency situation when no other practical alternative exists.

Certification

MSC-PRO-263, "Qualification and Certification of Inspection and Test Personnel" establishes the requirements and process for the qualification and certification program in accordance with the applicable codes and standards. The Union accepts this procedure as the governing document on the issues included in its scope. Any changes reflecting modifications in any federal, state, or local rules or regulations shall be implemented immediately. The impact of these changes, and any other proposed change will be bargained with the Union.

Nationally certifications recognized by WRPS are National Association of Corrosion Engineers (NACE) or Association of Materials Protection and Performance (AMPP) Level Two (2) and Certified Weld Inspector (CWI).

QA Technicians will be required to obtain and maintain six (6) certifications. Failure to meet this requirement within one (1) year may lead to job disqualification. Management may exercise discretion regarding training issues such as, but not limited to, training schedules and assignments, number of Technicians in training at any one time and sequence of certifications.

The QA Technician classification will hold at least six (6) company recognized certifications but would be allowed to hold all certifications required by company policy and procedure if they so choose.

The selection process of employees obtaining additional certifications will be done on a voluntary basis. If there is more than one volunteer, the most senior will be given the first opportunity. If there are no volunteers, the most junior will be assigned. The Company and the Union will mutually agree to exceptions to this process (e.g., skills, education, experience and number of current certifications).

Quality Assurance Technicians will receive an additional ten dollars (\$10.00) per week premium for each additional certification achieved beyond four (4).

Any changes in the number of certifications (whether that change is to add or delete certifications) would require a meeting by both the Company and the Union to discuss any impacts to the Union.

If additional certifications become necessary or desirable as determined by the Company, the opportunity to obtain these certifications shall be offered to the Technicians in order of seniority within the group.

The Union assures the Company that all Technicians will make a sincere effort to certify in all disciplines as required by the Company. The Company assures the Union that no Technician will be denied the opportunity to obtain certifications. Exceptions to the above may occur when an employee, based on education or experience, is deemed not reasonably able to obtain the certification in question, or when the certification in question is not required by management due to business needs of the Company.

Reduction/Rehire

Workforce reduction and rehiring will be made on the basis of seniority and the ability to do the available work. In the case of QA Technician "ability to do the available work" shall be based on certifications. The core Certifications shall be defined as having, (Basic, Mechanical, VT3, Electrical, Instrumentation, and Welding). or being able to obtain within six months, any certifications necessary to perform the available work.

Overtime

It is agreed that there will be one overtime group and one supervisory work group within WRPS.

Wage Progression Schedule

Table 1 identifies the starting rate percentage for new hires and the wage progression for staff to full base pay.

Wage Progression Schedule

No. of Certs.	Start Rate	Months of Experience as a QA Technician			
		12	24	36	48
		 	 	 	
0-1	\$32.936	\$34.238	 	 	
2	\$34.238	\$35.536	\$38.137	 	
3	\$35.536	\$36.839	\$39.436	\$40.736	
4	\$36.839	\$38.137	\$40.736	\$42.037	\$43.336

No. of Certs.	Start Rate %	Months of Experience as a QA Technician			
		12	24	36	48
		 	 	 	
0-1	76	79	 	 	
2	79	82	88	 	
3	82	85	91	94	
4	85	88	94	97	100