

**AGREEMENT Between
BATTELLE MEMORIAL INSTITUTE
Operator of the
PACIFIC NORTHWEST
NATIONAL LABORATORY
and the
HANFORD ATOMIC METAL
TRADES COUNCIL
2020-2023**

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BATTELLE HAMTC

AGREEMENT

2020-2023

The parties hereto hereby agree upon a 2020-2023 Battelle/HAMTC

Agreement as follows:

Preamble

This Agreement is entered into April 1, 2020 by and between Battelle Memorial Institute or its successor, operator of the Pacific Northwest National Laboratory at Richland, Washington, hereinafter called “Battelle”, and the Hanford Atomic Metal Trades Council, affiliated with the Metal Trades Department of the American Federation of Labor – Congress of Industrial Organizations, hereinafter called the “Council” or “HAMTC.”

Article I (1) – Recognition

1. Battelle agrees to recognize the Council as the sole and exclusive collective bargaining agency as to rates of pay, hours of work, and other conditions of employment for a bargaining unit composed of those staff members whom it employs at its Pacific Northwest National Laboratory operations at Richland, Washington, in those job classifications now established in the seniority groups as set forth in Appendix “A”*, attached hereto, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
2. All staff members in the bargaining unit aforesaid shall be covered by this Agreement.
3. In case new maintenance crafts are established in the bargaining unit, they shall be represented by the Council.

*Not included in this booklet

Article II (2) – Responsibility

1. The parties recognize that under this Agreement each of them has responsibilities for the welfare and security of the staff members.
 - (a) Battelle recognizes that it is the responsibility of the Council to represent the staff members effectively and fairly.
 - (b) Subject only to any express limitations stated in this Agreement, or in any other agreement between Battelle and the Council, Battelle retains the exclusive right to manage its business, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner.
2. This Article does not modify or limit the rights of the parties, or of the staff members, under any other provisions of this Agreement or under any other agreement between Battelle and the Council, nor will it operate to deprive staff members of any wage or other benefits to which they are or will become entitled to by virtue of an existing or future agreement between Battelle and the Council.
3. In the event of any violation of the terms of this Agreement, the responsible and authorized representatives of the Council or Battelle, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.

Article III (3) – Union Security

1. **Payment of Agency Fee or Membership Dues as a Condition of Employment**

- (a) All staff members in the bargaining unit must as a condition of employment either be a member of the appropriate union affiliated with the Council and pay union dues, or pay an agency fee to such union, but not both, as set forth below:
 - (1) All staff members within the bargaining unit who are not members of the appropriate union affiliated with the Council, must as a condition of employment, while on the active payroll, pay to such union, through the Council, an agency fee equal in amount to the monthly membership dues of such union, after thirty (30) days continuous service in the bargaining unit after the effective date of this Section. Staff members entering the bargaining unit without seniority, who do not become members of such union, or having become do not remain members, must, as a condition of employment, while on the active payroll, pay such fee to such union, through the Council, after thirty (30) days continuous service in the bargaining unit after the effective date of this Section.
 - (2) Staff members 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. Staff members within the bargaining unit who become members of a union affiliated with the Council shall pay membership dues (including initiation fee, if any) to the 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.
- (b) No staff member shall be required to pay, as a condition of employment while in the bargaining unit, any union membership dues or agency fee covering any period during which the staff member was not in the bargaining unit or was not on Battelle's active payroll.

- (c) Any staff member required to pay an agency fee, membership dues, or initiation fee as a condition of employment who fails to tender the agency fee, 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 Manager, Labor Relations, not later than 5 working days for regular full time and temporary staff members, prior to a request that Battelle take final action on a delinquency.

2. **Dues Deductions**

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

- (a) For staff members who sign an individual authorization form*, Battelle shall in accordance with such authorization, deduct from the earnings payable to such staff members, 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 staff member as described in the form of authorization agreed to by the parties.
- (c) Deductions will only be made from the wages of staff members who have executed and delivered to Battelle a written authorization form*:
- (d) Indemnity Agreement

The Council shall indemnify and save Battelle 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 Battelle in making payroll deductions of union membership dues and/or initiation fees, as herein defined.

3. **Agency Fee Deductions**

Battelle shall deduct agency fees from* the wages of staff members upon the following conditions and at the times and in the manner hereinafter provided.

- (a) For staff members who sign an individual authorization form* Battelle shall, in accordance with such authorization, deduct agency fees from the earnings payable to such staff members, and promptly remit same through the Council to the appropriate

*Not included in this booklet

union affiliated therewith.

- (b) Subject to applicable law, any such authorization shall be revocable by the individual staff member as described in the form of authorization agreed to by the parties.
- (c) Deductions will only be made from the wages of staff members who have executed and delivered to Battelle a written authorization form*:
- (d) Indemnity Agreement

The Council shall indemnify and save Battelle 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 Battelle in making payroll deductions of union agency fees as herein defined, or in complying with this agency shop provision.

4. Remittance and Statement to the Council

Battelle shall furnish to the Council the following data:

- (a) On or before the fifteenth 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 total amount of agency fees deducted for each craft from the earnings payable on the first payday of the month, listed by craft; and
 - (3) The name, payroll number and craft of, and amount contributed by, each staff member from whose wages such deductions were made, including an indication whether each amount deducted constituted union dues or an agency fee.
 - (4) Battelle shall, at the same time, forward to the Council its checks covering the amounts shown under items (1) and (2) above for each craft; and
- (b) On or before the last day of each month:
 - (1) 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;
 - (2) The total amount of agency fees, if any, deducted for each craft from earnings payable on paydays subsequent to the first payday of the month, listed by craft; and

*Not included in this booklet

- (3) The name, payroll number and craft of, and amount contributed by, each staff member from whose wages such deductions were made, including an indication of whether each amount deducted constituted union dues or an agency fee.
- (4) Battelle shall, at the same time, forward to the Council its checks for the amounts shown under items (1) and (2) above for each craft.

5. Application for and Determination of Exemption from Payment of Agency Fee

- (a) Those bargaining unit staff members who assert that the payment of the agency fee is in conflict with the honest dictates of their conscience, shall advise the Council in writing, with a copy to Battelle, of their desire to be exempt from such payment. Such letter shall set forth in detail the reasons for the claim of exemption. Subject to final resolution of any such request for exemption, in accordance with the provisions hereof, a staff member making such an application for exemption shall be exempt from payment of the agency fee as of the date his writing is mailed to the Council by certified or registered mail.
- (b) Within ten (10) days of receipt by the Council of any such request, the staff member and a representative of the Council shall meet to discuss the written claim for exemption. A representative of Battelle may attend and participate in such meeting if Battelle so desires. If no agreement can be reached at such meeting, the question may be referred by the staff member to arbitration by written notice to the Council, with a copy to Battelle, provided however, that if such notice is not mailed, by registered or certified mail, to the Council within ten (10) days from the date of the discussion meeting aforesaid, the request for exemption shall be deemed negatively and finally resolved.
- (c) Within five (5) days after the staff member notifies the Council of his desire for arbitration, the staff member and the Council shall designate the arbitrator.
- (d) If the Council and the staff member have not agreed upon the arbitrator within the five (5) day period set forth in (c) above, the Council and the staff member shall, within the next succeeding five (5) days, or longer period determined by written mutual agreement, following such failure to agree, strike off the names from the panel of five (5) arbitrators provided by Section 4 of Article XIX (19) who are not acceptable, and shall indicate the

order of preference of those remaining. Neither the Council nor the staff member may strike more than two (2) names from the panel referred to above within the requisite five (5) day period.

- (e) The arbitrator designated in accordance with the above shall hear such case and reach a determination based on whether the claim for exemption is based on a genuine conflict with the staff member's honest beliefs and the granting of such exemption is consistent with ordinary standards of justice. Representatives of Battelle may attend and participate in the arbitration hearings. The arbitrator shall have the authority to allocate, in his sole discretion, the fees and expenses of such arbitration between Battelle, the Council, and the staff member.
- (f) The arbitrator shall not have the power to add to, disregard, or to modify any of the terms of this Agreement.
- (g) In the event a dispute should arise involving any classified information, the arbitrator must have security clearance as required by the Department of Energy.
- (h) It is understood that no information that is proprietary or business sensitive to Battelle or to a sponsor of work at Battelle, will be utilized or disclosed in the arbitration process, unless all persons, including the arbitrator, involved in the arbitration process who are not Battelle staff members, have first executed an agreement in the form attached hereto as, Article XXVII (27), entitled "Battelle Memorial Institute Intellectual Property Disclosure Agreement"* , which, by this reference, is made a part of this Agreement, as though fully set forth in the body of the Agreement.

*Not included in this booklet

Article IV (4) – Non-Discrimination

1. Battelle shall not discriminate against or coerce the staff members 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.
2. The Council agrees that neither its officers nor its affiliated membership will intimidate or coerce staff members.
3. It is the policy of Battelle, the Council and each of its affiliated local unions not to discriminate against any staff member on account of race, color, religion, national origin, or on account of sex, marital status, sexual orientation, veteran status, physical or mental disability or age in compliance and conformity with applicable statutes, regulations and executive orders.
4. Whenever the pronoun “he”, “his” or “him” appear in this Agreement, it is intended to apply to both male and female.

Article V (5) - Jurisdiction

1. In the assignment of work, Battelle shall recognize the established seniority groups. It is agreed, however, that staff members may be temporarily assigned work outside their established seniority groups in situations which leave Battelle 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. Battelle shall not undertake the settlement of jurisdictional disputes or craft boundaries. 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 Battelle, by registered mail, of the nature of the dispute. Battelle, if it so chooses, will have ten (10) calendar days after receipt of the notice to present a written position to the Council, if any. The Council will not permit any such dispute to interfere with the progress of the work. The Council shall give Battelle written notice, by registered mail, of fifteen (15) calendar days prior to the settlement becoming effective. All time limits imposed by Article XVIII (18), Grievance Procedure, will commence upon Battelle's receipt of such notice. 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 Hanford Atomic Metal Trades 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 ineffective working arrangements. The Council further recognizes its obligation to discuss such jurisdictional settlements and awards with Battelle pursuant to the contract, in good faith and with an authentic and meaningful spirit of cooperation and understanding. In any arbitration concerning a jurisdictional award, settlement, assignment, or craft boundary, the arbitrator may consider past practice work assignments, together with arguments by either party that such practices are distinguishable, immaterial or irrelevant.

3. If the Council claims that Battelle has violated a jurisdictional assignment, it shall within fifteen (15) calendar days provide Battelle with documents supporting the Council's official position on such assignments.

4. Job definitions outlining the general duties in all classifications or crafts within the bargaining unit shall be furnished and discussed with the Council.
5. It is Battelle'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 functions are such that some manual work will be performed by technical or professional personnel; however, insofar as practicable it is Battelle's intent to utilize bargaining unit craftsman 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 work assignments, Battelle will act in accordance with this statement of policy.

Article VI (6) – Health – Safety – Sanitation

1. Battelle will provide safety inspection, first-aid service, and safety equipment as deemed necessary by Battelle to minimize accidents and health hazards to the staff members covered by this Agreement during the hours of their employment. The Council agrees to cooperate with Battelle to the end that the staff members will use such safety equipment when so provided and observe such safety and health regulations as prescribed by Battelle.
2. Battelle will set up a safety committee and staff members will be asked to serve on the committee for a fixed period of time. The Council shall designate, to serve on the committee in an advisory capacity, a number of staff members equal to the number of Battelle designees. The committee will meet at least once monthly. Battelle will, upon request, provide the Council with copies of minutes or reports of the Safety Committee meetings as are prepared for distribution.
3. Battelle will provide for periodic medical examinations of all staff members. Staff members may discuss their examinations with the examining doctor.
4. Battelle will not require a staff member to continuously wear a full-face fresh-air or exhaust-type mask for more than two (2) hours without there being a fifteen (15) minute period during which the staff member would not be required to wear the mask.
5. When a staff member is involved in an industrial accident resulting in radioactive and/or chemical exposure or contamination, the staff member's pay is continued up to the time of his release from the location in which the staff member undergoes prescribed decontamination procedure. If the staff member is released from his area prior to the end of his regular shift, he is continued in a pay status until the end of such shift, unless overtime premiums are involved.
6. A staff member who is in an industrial accident resulting in a personal injury and who is restricted by the site occupational medical provider from active work duty, shall be paid for the rest of the work shift, unless overtime premiums are involved.
7. It is understood that Battelle will not diminish the intent of the radiation exposure approval procedure contained in the December 2, 1986 understanding for radiation exposure without joint discussion and agreement between Battelle and HAMTC.

8. The parties hereto recognize that the principles of 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, Battelle will establish administrative dose control levels for all staff members. The control levels will start at an annual level of 500-mrem Equivalent Dose and will require progressively increasing effort, review, and approval to exceed or extend as follows:

Maximum Equivalent Dose (Annual), mrem				
TED	Skin and Extremity^(a)	Lens of Eye^(a)	Any Organ^(a)	Approval Required to Exceed This Level^(b)
500	15,000	4,500	15,000	Immediate line manager & RSM ^(c)
1,000	22,500	6,750	22,500	Next higher level line manager & RPDM ^(d)
1,500	30,000	9,000	30,000	Directorate ALD ^(e) & RPDM ^(d)
2,000	---	---	---	PNSO Site Manager ^(f)
Age x 1,000 = lifetime total effective dose (TED)				Immediate manager & RPDM ^(d)
<p>(a) The values are based on the nonstochastic limit and are calculated as committed doses</p> <p>(b) Approvals are sequential</p> <p>(c) RSM = Radiological Services Manager, approval may be delegated to the Radiation Protection Support Manager</p> <p>(d) RPDM = Radiation Protection Division Manager</p> <p>(e) ALD = Associate Laboratory Director</p> <p>(f) PNSO = Pacific Northwest Site Office</p>				

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

Battelle 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 among the staff members in the classifications covered by this Agreement consistent with the requirements of the job, interests of the affected employees, and ALARA Principles.

Article VII (7) – Hours of Work

1. Staff members are classified as either:
 - (a) Straight-day workers or
 - (b) Shift workers
2. The standard hours of work and schedules are as follows:
 - (a) Straight Day Schedule:

Staff members scheduled to work Monday through Friday.

The hours of work are as follows:

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

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

- (b) Rotating Schedule (“A, B, C, D”) – Seven Days:

Staff members scheduled to rotate between days, graveyard, and swing shifts to provide coverage twenty-four (24) hours per day, seven days per 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 a.m. – 30 Minute Lunch

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

- (c) Rotating Schedule (“X, Y, Z”) – Five Days:

Staff members scheduled to rotate between days, graveyard, and swing shifts 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 a.m. – 30 Minute Lunch

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

- (d) Modified Rotating Schedule (“P-Q”) – Five Days:

Staff members scheduled to rotate between days and swing shifts 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 12:00 a.m. – 30 Minute Lunch

3. A “Straight Day” staff member 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” staff member normally works Monday through Friday, but this may vary. Such shift variations made effective subsequent to the effective date of this Agreement are subject to the provisions of Section 5 below.
4. Certain staff members such as Power Operators work eight (8) hours per shift, including lunch period.
5. 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 Battelle.
6. Unusual conditions may require that staff members be assigned for a temporary period to a standard shift which does not rotate or to standard shifts not rotating more than once a week. 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 staff members involved. Staff members will not receive more than one notice of shift change in any forty-eight (48) hour period. Except in cases where a staff member may be assigned to substitute temporarily for an absent staff member, a change in shift assignment will be for a minimum of one workweek in duration. The return of a staff member to his regular shift after temporarily substituting for an absent staff member shall not constitute a shift change for purposes of this Article.
7. Staff members 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 ($1\frac{1}{2}x$) for such hours worked. Any claim for payment of said premium pay must be made in writing by the Council within twenty (20) days from the day of the commencement of the new shift or no premium payment will be made.
8. A staff member will be given a forty-eight (48) hour notice of each change of shift assignment. Failure to receive the forty-eight (48) hour notice will entitle the staff member to payment at the applicable overtime rate for all hours worked on the new shift during said forty-eight (48) hour period.

9. Staff members shall be paid for time actually worked computed to the nearest one-tenth (1/10) hour.
10. If work requirements do not permit the scheduling of a lunch period within approximately one (1) hour before or after the middle of the shift, no lunch period as such will be scheduled and payment will be made for all hours worked.

Article VIII (8) – Overtime and Premium Rates

1. **Workday**

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

2. **Workweek**

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

3. **Work in Excess of Eight (8) Hours in a Workday**

Time and one-half ($1\frac{1}{2}x$) will be paid for hours worked in excess of eight (8) hours in a single workday.

4. **Work in Excess of Twelve (12) Hours in a Workday**

- (a) Double time will be paid for all hours worked in excess of twelve (12) hours in a staff member's workday.
- (b) Double time will be paid a staff member for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in (a) above, if he has not been away from work for at least six (6) consecutive hours before the start of his last assignment in that workday.
- (c) Double time will be paid a staff member for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in (a) above, if he has not been away from work for at least six (6) consecutive hours before the start of his next workday.

5. **Work During First Scheduled Day of Rest**

Time and one-half ($1\frac{1}{2}x$) will be paid for hours worked on the staff member's first scheduled day of rest within his regular workweek.

6. **Work During Second Scheduled Day of Rest**

Double time will be paid for hours worked on the staff member's second scheduled day of rest within his regular workweek.

7. **Work During Holidays**

- (a) In addition to any holiday allowance to which he may be entitled for the holiday, a staff member who works on the day he observes as any of the holidays listed in Article IX (9) will be paid as follows:
 - (1) For work during his regular schedule, at the rate of one and one-half ($1\frac{1}{2}x$) times his hourly rate for hours actually worked.
 - (2) For any hours worked outside his regular schedule, at the rate of two ($2x$) times his hourly rate.
- (b) If a staff member is excused from work on a holiday, the hours will be counted as hours worked in computing overtime over forty (40) hours per week.

8. **Call-in Pay**

- (a) Call-in time differs from scheduled overtime in that the staff member does not receive at least sixteen (16) hours advance notice. It is the result of an emergency condition that occurs outside the staff member's regular schedule of hours and which could not be anticipated.
- (b) Under no circumstances will a staff member receive payment from Battelle while utilizing a privately-owned vehicle during a call-in period.
- (c) For hours worked during the period commencing at 7:30 a.m. and ending at 11:30 p.m., call-in payment will be at the applicable overtime rate but will not be less than time and one-half ($1\frac{1}{2}x$).
- (d) For hours worked during the period commencing at 11:30 p.m. and ending at 7:30 a.m., call-in payment will be at the rate of double time.
- (e) Staff members who are called in as provided herein will receive not less than the equivalent of four (4) hours pay at their straight-time rate.
- (f) Call-in payments are applicable only to work performed outside a staff member's regular schedule and will not be made to staff members for work performed during their regular schedule.

9. **Scheduled Overtime Pay**

- (a) Scheduled overtime differs from call-in time in that the work is scheduled in advance and the staff member is given notice accordingly.

- (b) Staff members who are required to work scheduled overtime will receive at least sixteen (16) hours definite notice except in extremely unusual cases.
- (c) Scheduled overtime shall begin when a staff member reports to work and ends when he has been relieved.
- (d) Staff members who are scheduled to 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.
- (e) Staff members who work scheduled overtime after completing their regular schedule shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.

10. Hold-Over Pay

- (a) Staff members who are held over after working through their regular schedule shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- (b) Hold-over time shall end when the staff member is relieved of his job responsibility. If transportation arranged for by Battelle is required and is not immediately available, the hold-over time will continue until he is picked up.
- (c) Battelle staff members may be held over due to the need for skills, or to ensure job continuity or for equally good reasons. On such occasions, where the staff member held over requires special transportation at the conclusion of the hold-over assignment, it will be arranged for by the manager or supervisor involved.

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

11. Reporting Time Pay

Staff members 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.

12. Canceled Overtime Pay

Staff members who are given firm notice to report for call-in or scheduled overtime shall receive an amount equivalent to two (2) hour's pay at their straight-time rate if such notice is canceled after they have completed their last regular schedule prior to the starting time of such overtime assignment. Staff members will likewise be expected to fulfill their overtime commitments.

13. Counting Overtime Hours

Overtime hours, either daily or weekly, shall be counted once only in determining overtime premium.

14. Maximum Overtime Rate

Under no combination of circumstances except as described in Section 7, Work During Holiday; 8(e), Call-In Pay; 11, Reporting Time Pay; and 12, Canceled Overtime Pay, shall the total compensation to a staff member exceed two (2x) times the straight-time rate.

15. Overtime Lunches

- (a) Staff members shall be provided with a lunch and an opportunity to eat such lunch on Battelle time after completing approximately ten (10) consecutive hours of work (excluding the regular lunch period) and at approximately six (6) hour intervals thereafter except as provided in (c) below.
- (b) Staff members called in for emergency work shall be provided a lunch and an opportunity to eat such lunch on Battelle time at approximately six (6) hour intervals except as provided in (c) below.
- (c) Notwithstanding the foregoing, lunches will not be provided for staff members in cases where the expiration of the six (6) hour period falls within one-half ($\frac{1}{2}$) hour of the time the staff member is to be relieved from his work assignment.

16. Distribution of Overtime

Battelle shall assign overtime within a classification as equally as practicable. In order to assure that procedures used to administer this Section in the field will remain as stable as possible, such procedures will not be established by Battelle 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. It is understood by the Council that the nature of Battelle'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 Battelle, in accordance with established procedures for distribution thereof.

17. Overtime – Prior to Vacation Periods

The following procedure will be utilized by Battelle and is applicable to all seniority groups and classifications represented by the Council:

- (a) This is for application only to the following periods:
 - (1) The staff member's days of rest that immediately precede his vacation period or
 - (2) The sixteen (16) hour period immediately preceding a vacation period of at least one (1) day duration that begins on a day other than the first scheduled workday of the staff member's workweek.
- (b) If overtime requirements can be satisfied by utilizing only a portion of the crew to which a staff member is assigned, the staff member scheduled for vacation will not be offered an overtime assignment nor will he be charged with a refusal if he was inadvertently made such an offer.
- (c) If the entire crew is required for the overtime assignment, the staff member scheduled for vacation will not be bypassed and he will receive no different consideration than will other members of the crew.
- (d) In the event a staff member wishes to be considered for overtime immediately preceding his vacation, he will so advise his supervisor in advance. If the overtime work has not commenced, he will be considered on the same basis as the other members of the crew.

Article IX (9) – Holidays

1. Effective January 1, 2020, Battelle will pay staff members covered by this Agreement a holiday allowance of nine (9) holidays not worked, subject to the terms and conditions set forth below.

2. (a) The scheduled holidays are: New Year's Day

Memorial Day

Independence Day + Additional Day**

Labor Day

Thanksgiving Day

Friday after Thanksgiving Day

December 24th

Christmas Day

**CY 2020 July 2nd & July 3rd

CY 2021 July 5th & July 6th

CY 2022 July 4th & July 5th

Eligible staff members on the active payroll as of January 1, 2015, and each year thereafter, will have eight (8) hours which represents one floating holiday placed in their vacation account. Eligible staff members hired after January 1, 2015 and each year thereafter, will have such time prorated to their vacation accounts.

3. The staff member must have worked the last scheduled workday prior to and the next scheduled workday after such holiday within the staff member's regular work schedule. However, payment of the holiday allowance will be made if the staff member fails to work either or both of these days due to the following circumstances:

(a) Staff member has been absent from work because of verified personal illness for not more than three (3) months prior to the week in which the holiday occurs and works or reports for Battelle's physical examination the next scheduled workday following the holiday and returns to work the next scheduled workday after such examination; or

**This holiday shall be observed on the day specified by Federal law

- (b) Staff member has been continuously absent from work due to a force reduction for not more than two (2) weeks prior to the week in which the holiday occurs; or
- (c) Staff member has worked for Battelle at any time within fourteen (14) calendar days prior to the holiday and who is absent either or both the last scheduled workday prior to and the next scheduled workday after the holiday on an excused absence, or if he has been sent home during the fourteen (14) day period due to a force reduction.

It is the intent of Battelle to interpret the qualification rules of Article IX (9), Section 3, of the 2020 Battelle/HAMTC Agreement so as not to disqualify a staff member who is not otherwise disqualified from receiving holiday allowance when he has an excused absence either before or after a holiday. It is understood that the determination of excused absence must rest with the Company and that no grievance or arbitration will be initiated by a staff member or the Council concerning the administration of the holiday pay allowance qualification involving excused absence when the intent is to extend the holiday.

- 4. A staff member who is scheduled to work on any of the above holidays and fails to report to work or give satisfactory explanation for not reporting to work will not receive holiday allowance.
- 5. Payment of the holiday allowance will be made at the staff member's regular salary rate for the normal daily schedule except staff members who would have received shift differential, if they had worked, will have that amount added.
- 6. The holidays listed in Section 2 of this Article shall be observed on the days on which they fall, except that when any of these holidays fall on the first scheduled day of rest of a staff member, it shall be observed by that staff member on his last preceding regularly scheduled workday which is not an observed holiday. If the holiday falls on the second scheduled day of rest of a staff member, it shall be observed by that staff member on his next succeeding regularly scheduled workday which is not an observed holiday. If the preceding or succeeding regularly scheduled workday falls within a vacation period, it shall be treated as any other holiday falling within a vacation period.
- 7. In no event will a staff member receive holiday allowance more than once for any one holiday.

8. It is the intent of Battelle to curtail operations on the holidays as far as practicable.
9. Battelle agrees to use its best efforts to provide a minimum of forty-eight (48) hours notice to staff members who will be required to work or who will be granted the day off on any of the holidays set forth in this Agreement but does not guarantee that such notice can be given in all cases. In the event, however, that a staff member is given less than sixteen (16) hours notice that he will be required to work on the holiday, he will be paid for work during his regular schedule in accordance with Article VIII (8), Section 7(a)(1) and Section 8(d). He will also be entitled to overtime lunches in accordance with Article VIII (8), Section 15(b).

Article X (10) – Shift Premium

1. Staff members who are assigned to and work on any day on a recognized shift which is scheduled to start before 6:00 a.m. or end after 6:00 p.m. will receive a shift differential of fifty (50) cents per hour while working such shifts.
2. Staff members who are assigned to work a rotating ABCD, XYZ, PQ or 12-hour shift will receive a shift differential of fifty (50) cents per hour for all hours worked in recognition for working rotating shifts.
3. Staff members 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.
4. Staff members 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.

Article XI (11) – Workers Compensation Personal Time Account (PTA) and Short-Term Disability (STD)

1. A staff member who is out because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington, and is within the comprehension of the Battelle Long Term Disability Insurance Plan shall be paid an amount equal to the difference between the forty (40) hour weekly salary he otherwise would have received and the payments that he receives from Worker's Compensation until (1) the first one hundred eighty (180) days he is out have elapsed or (2) until such time as the disability payments are terminated by an order of the Department of Labor and Industries, or by an order of the Superior Court, whichever of the above items (1) or (2) first occurs. In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either Battelle or the staff member, payment of said difference shall not be made unless and until a final determination is made in favor of the staff member by the appropriate agency or court, but in no event shall payment be made beyond the first one hundred eighty (180) days such staff member is out. No shift differential will be included in computing weekly salary.

In the event a staff member is out because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington, but is not within the comprehension of the Battelle Long Term Disability Insurance Plan, he shall be paid an amount equal to the difference between the forty (40) hour weekly salary he otherwise would have received and the payments that he receives from Worker's Compensation until such time as the disability payments are terminated by an order of the Department of Labor and Industries, or by an order of the Superior Court. In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either Battelle, or the staff member, payment of said difference shall not be made unless and until a final determination is made in favor of the staff member by the appropriate agency or court. No shift differential will be included in computing weekly salary.

Consistent with the language above, a staff member who is out 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.

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

The process for the DEB will be for Battelle to administratively calculate the employee's net pay while working and compare it to an administratively calculated role including payments from the State.

The DEB would be provided to a staff member if the staff member'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 a maximum of one hundred eighty (180) days, per approved claim, or until such disability payments from the State of Washington are ceased.

2. Personal Time Account (PTA)

Personal Time Account is provided to eligible staff members for personal time off, time lost from work due to illness or injury, family emergencies or medical/dental appointments.

Beginning January 1, 2003, and each year thereafter, each active member's account will receive 56 hours. Eligible staff members hired after January 1st of any year will have such time pro-rated to their Personal Time Account. The staff member may elect to take payment from the account for absences that meet the above criteria if the absence is approved by management.

At year-end, the staff member may elect to move any unused PTA to the vacation account or may cash out hours up to a maximum of 40 hours.

3. Short Term Disability (STD)

Battelle will provide a plan that pays benefits for absences due to disability equal to 60% of the staff member's base pay rate. STD payments begin on the first day of hospitalization or the eighth day of absence following approval and may extend for 26 work weeks.

An eligibility account for STD supplemental payments in the amount of 20 days plus 2 days for each year of service will be maintained for each staff member. The eligibility account will not exceed 20 + 2 in any consecutive, rolling 12-month period. If any time has been charged to the eligibility account in the 12 months preceding the current STD, the calculation above will be reduced by this amount. Following depletion of the eligibility account for STD supplemental payment, the staff member is eligible to use Personal Time or Vacation Hours to further supplement STD.

If hospitalized payments are normally made up of 60% of base pay plus the equivalent of two days pay per week from the staff member's STD eligibility account until such account is depleted.

If not hospitalized, the first five days of disability will be paid from the STD eligibility account. Subsequent payments will be made up of 60% of base pay plus the equivalent of 2 days pay per week from the staff member's STD eligibility account until such account is depleted.

Article XII (12) – Vacations

1. Eligibility Requirements

- (a) Eligible staff members will accrue vacation in a calendar year (hereinafter called the “vacation year”), in accordance with the schedule set forth below:

Years of Continuous Service	Vacation Per Year
Less than 5 full years	10 working days
5 years but less than 10 full years	15 working days
10 years or more	20 working days

- (b) In addition to the regular vacation provided in (a) above, a fifth week (5 working days) designated as “Length of Service” vacation and will be credited to staff member’s Service Leave Account upon the 20th and each subsequent anniversary of their continuity of service date. The length of service vacation is treated administratively in a different manner from regular vacation as set forth in Section 6 of this Article XII (12).
- (c) For purposes of vacation eligibility, a staff member’s continuous service is as defined in Article XIV (14), Section 1(b).
- (d) Staff members classified as temporary are not eligible to accrue vacation.
- (e) Vacation hours will accrue to staff members in each vacation year under the provisions of Section 1(a) of this Article in accordance with the following table:

Number of Vacation Days Eligible Per Year	Vacation Hours Accrued Per Week
10 Days	1.54
15 Days	2.31
20 Days	3.08

- (f) Staff members will begin to accrue additional vacation credits in the month in which they meet additional service requirements, provided continuity of service is maintained through the end of that month. Staff members will begin to accrue additional vacation credits in the pay period in which they meet additional service requirements, provided continuity of service is maintained through the end of that pay period.

- (g) Vacation accrual will be allowed for any month in which the staff member works any part of the month, provided continuity of service is maintained through the last working day in that month. Vacation accrual will be allowed for any pay period in which the staff member works any part of the pay period, provided continuity of service is maintained through the last working day in that pay period. In the case of extended illness absence, vacation accrual is allowed and credited on the first 20 days only of approved paid absence in any vacation year.
- (h) Vacation does not accrue when a staff member is on an approved leave of absence without pay.

2. Scheduling Vacations

- (a) Staff members shall be given choice of vacation periods in accordance with their seniority unless such practice interferes with the progress of work.
- (b) When a staff member has begun a full week of his vacation and during that week, he experiences either (1) personal illness for which he or his spouse or dependent (who is a member of the staff members household) is hospitalized, or (2) a death in his immediate family, one or more full days of that week may be re-designated as personal time (PT) in the case of (1) above, or death in immediate family (DF) in the case of (2) above, subject to verification by the staff member satisfactory to the Battelle Director or his delegated representative. Notification will be made to management at the time of hospitalization. Upon the staff member's return to work, the number of days so re-designated will be rescheduled as vacation.

It is the intent of Battelle to interpret the qualification rules for rescheduling vacation when a staff member experiences personal illness while on vacation so as not to always require that the staff member be hospitalized. An example where such an interpretation would be applied by Battelle would be the case of a staff member who breaks his leg while on vacation and has it set and a cast applied in the doctor's office rather than in a hospital. In all cases where vacation is to be re-designated as personal time (PT), verification must be presented by the staff member satisfactory to the Battelle Director or his delegated representative.

- (c) Objective consideration will be given to a staff member's request for a vacation of less than one (1) week's duration [minimum increment of one tenth (1/10) hour] if (a) progress of the work will not be adversely affected, (b) additional payroll premiums or operating

costs will not be incurred, and (c) cases in which management refuses such requests will not be subject to the grievance procedure. It should be understood that vacation scheduling lists will be circulated for selection of vacations in multiples of one (1) week or more and will not be circulated to all staff members for the purpose of effectuating this arrangement. However, seniority will govern if two (2) or more staff members request the same days off and management finds it appropriate to accommodate such a request. Vacation payments for partial weeks will not be made in advance.

The number of staff members allowed to schedule vacations of less than one (1) week at any one time shall be determined by Battelle and such determinations shall not be subject to the regular grievance and arbitration procedures of the current Agreement between Battelle and the Council.

- (d) It is recognized that as a matter of longstanding practice, shift staff members working the day shift have been allowed to “trade” days off with a staff member of the same classification and on the same shift in order to (1) extend their vacation by one day, or (2) allow for flexibility in determining their first scheduled day of rest during that week, for their personal convenience.
- (e) It is not the desire of Battelle to disturb this arrangement, but by virtue of the terms of the Agreement which provide that shift staff members will receive time and one-half (1-1/2X) for hours worked on their first scheduled day of rest within their regular workweek and double time (2X) for hours worked on their second scheduled day of rest within their regular workweek, it becomes apparent that certain safeguards are required to protect Battelle’s overtime liabilities in carrying out such a procedure.

It is therefore understood and agreed that all cases in which Battelle staff members “trade” days off are subject to the following conditions:

- (1) 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.
- (2) The determination with regard to the continuation of such “trades” will continue to be at the discretion of supervision.

3. Carryover of Accrued Vacation and Banked Personal Time and Floating Holidays

No specific approval will be necessary for any vacation accrual balance carried over at the end of the vacation year up to 320 hours. All accrued and banked personal time and floating holiday hours over 320 will be written off as of December 31 of the vacation year, unless specifically exempted by the Battelle Director.

4. Use of Vacation Time for Absence

- (a) When a staff member is granted a leave of absence, he may have the first portion of such leave designated as the period of any vacation to which he may then be entitled, if the Battelle Director or his delegated representative shall approve.
- (b) A staff member who is absent because of illness, accident, or because he is laid off for lack of work, may have a portion of such absence designated as the period of any vacation to which he may then be entitled, if the Battelle Director or his delegated representative shall approve.
- (c) A staff member who is absent from work for any reason other than those reasons listed above in paragraphs (a) and (b) will not be entitled either to have his vacation scheduled or to receive a vacation allowance during the period of such absence.
- (d) When a staff member's absence from work continues to the end of a vacation year and the staff member did not receive the full vacation for which he was eligible, a vacation allowance will be paid at the end of the vacation year for such unused vacation which is in excess of 320 hours. Should any portion of such allowance result in the staff member's receiving more than 53 weeks of pay for the vacation year, then the allowance will be reduced by that amount which is in excess.

5. Bases of Payment

- (a) The amount of vacation payment to a staff member is based on his straight-time earnings rate in effect at the time the vacation is taken.
- (b) Shift premium will be included only if the staff member would have received such payments had he worked during the vacation period.
- (c) Staff members will receive any automatic progression increases which are scheduled to be effective during their vacation periods. Change of job classification will not be made effective for any staff member during periods when he is on vacation.

- (d) Except as provided in Section 6(c), a staff member will not be paid for any vacation taken in excess of his accrued regular vacation balance. All such time off in excess of the accrued regular vacation balance will be recorded as unexcused, or if excused, it will be recorded as leave without pay.

6. Length of Service Vacation

- (a) One week of length of service vacation will be credited to staff members upon the 20th and each subsequent anniversary of their continuity of service date.
- (b) There is no maximum balance on length of service vacation. Staff members will be encouraged to utilize such vacation prior to their retirement; however, any unused length of service vacation will be paid as a vacation allowance to the staff member upon his termination, retirement or placement in Long Term Disability status.
- (c) Vacation taken during a vacation year which is in excess of the accrued regular vacation balance will be charged against the length of service vacation balance.

7. Holiday in Vacation Period

- (a) When any of the holidays listed in Article IX (9) are observed during a staff member's paid vacation, such vacation will be extended one (1) day for each such holiday. However, the additional time can be taken only by beginning the vacation earlier or extending it longer than would normally be the case.
- (b) Holidays other than the holidays listed in Article IX (9), occurring during a staff member's vacation period, will be considered as part of his vacation time.

8. General Regulations

- (a) A staff member who quits, retires or is discharged will promptly thereafter receive a vacation allowance and PTA Account for any accrued regular and length of service vacation hours to which he may then be entitled. In the case of staff members who die, vacation allowance and PTA Account will be treated as wages owing the staff member, and payment made accordingly.
- (b) It will not be permissible to omit vacation and draw pay allowance in lieu thereof except with the written approval of the Battelle Director.

Article XIII (13) – Seniority

1. The seniority of each staff member is his relative position with respect to other staff members in his seniority group. Seniority will be established as of the day the staff member went into his individual craft or classification. Seniority will be used solely for the purpose set forth in this Article and does not determine service credits which are outlined in Article XIV (14) entitled, “Continuity of Service.”
2. Staff members shall be listed in seniority groups as mutually agreed upon by the Council and Battelle. As new staff members 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 XX (20)).
 - (a) When staff members have identical seniority dates, continuity of service, as defined in Article XIV (14) of the Battelle/HAMTC Agreement, will serve to break “ties” in seniority dates, and the “senior” staff member 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” staff member will be the one with the earliest birth date.
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, staff members 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. Staff members who are unable to perform work of their classification because of temporary or permanent physical disability as determined by the occupational medical group serving Battelle may, subject to the conditions set forth in Appendix “A”*, 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 staff members must be qualified to perform the available work and must meet the physical requirements of such job as determined by the occupational medical group serving Battelle.

*Not included in the booklet

5. In times of layoff, staff members 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 staff member must be qualified to do the available work. Seniority and continuous service, as defined in Article XIV (14), do not apply to promotions to jobs outside the bargaining unit but for non-supervisory jobs, continuous service will be a major factor when considering bargaining unit candidates if all other qualifications are equal.
7. Staff members in any seniority group who wish to transfer to another classification in a different seniority group may file their request in the Labor Relations Department of Battelle as openings occur, and they will be given consideration on the basis of their continuous service for transfer to the selected classification. Applicants for such transfers must have satisfactory qualifications. The seniority of a staff member so transferred 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 transferred due to a force reduction in his former classification, in which case the provisions of Section 13, of this Article will apply. During the twelve (12) week period, the transferred staff member 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) Battelle finds the staff member is not making satisfactory progress in his new classification; or
 - (b) The staff member requests that he be returned to his former seniority group.

If the staff member 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 staff member has transferred 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 transfer. Staff members, except for those affected by a reduction of force, will not be considered for such transfer more than once in a twelve (12) month period.

8. Staff members new to the bargaining unit shall be considered probationary staff members for a period of six (6) calendar months, 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 staff members during the probationary period.

9. Staff members who are promoted from the Battelle bargaining unit, will continue to accumulate seniority in their former seniority group for a period of six (6) months during which period Battelle may send the staff member back if they do not make satisfactory progress, or the staff member 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 Battelle nor the staff member elects to exercise this six (6) months option, the seniority of the staff member shall be extinguished.
10. The rights granted by Section 9 shall terminate for individuals who leave the employ of Battelle.
11. Rehiring following a reduction of force shall be in the reverse order of layoff. Staff members offered re-employment shall be notified by certified or registered letter, return receipt requested, and mailed to the last address on record in Battelle's Human Resource Department. If the staff member does not report or give satisfactory explanation within two (2) weeks, seniority shall be extinguished.
12.
 - (a) Seniority shall accumulate for periods not exceeding eighteen (18) months for staff members having less than ten (10) years continuous service and not exceeding twenty-four (24) months for staff members having ten (10) or more years continuous service, for absences due to reduction of force.
 - (b) Seniority shall accumulate for periods not exceeding eighteen (18) months for absences due to: Illness or Leave of Absence
 - (c) At the expiration of the applicable period, seniority shall be extinguished. Individuals subsequently re-employed shall have no starting seniority.
13. Staff members who have accepted a different job following their removal from their former classification due to a force reduction shall accumulate seniority in their former craft or classification for a period not to exceed eighteen (18) months for staff members having less than ten (10) years continuous service and not exceeding twenty-four (24) months for staff members having ten (10) or more years of continuous service. At the expiration of the applicable period, their seniority in their former craft or classification shall be extinguished.

14. Staff members 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 staff members 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.
15. Seniority shall accumulate, as provided by Federal Laws, for absences due to Military Service.
16. Notwithstanding anything herein to the contrary, a staff member may retire at his or her option as provided in accordance with the terms of the Hanford Contractors Multi-Employer Defined Benefit Pension Plan for HAMTC Represented staff members prior to July 1, 2016 and as provided in accordance with the terms of the Battelle Defined Benefit Pension Plan thereafter.
17. This Agreement shall continue to be applicable to retired staff members who may be returned to active employment at Battelle on a temporary basis.
18. The language below regarding staff members promoted from the bargaining unit shall apply to all HAMTC affiliates.

Staff members who are promoted from the bargaining unit will continue to accumulate seniority in their former seniority group provided that the staff member does not exceed one hundred and eighty (180) cumulative working days outside the bargaining unit in any twenty-four (24) month period. Should the staff member exceed one hundred and eighty (180) cumulative working days outside the bargaining unit in a twenty-four (24) month period, the staff member's seniority shall be extinguished unless Battelle and the Council mutually agree to extend the one hundred and eighty (180) working days time limit.

Article XIV (14) – Continuity of Service

Service Credits

1. Definition of Terms

- (a) “Continuity of Service” designates the status of a staff member who has service credits totaling fifty-two (52) or more weeks.
- (b) “Continuous service” designates the length of each staff member’s continuity of service and shall equal the total service credits of a staff member who has “continuity of service.”
- (c) “Service Credits” are credits for periods during which the staff member is actually at work for Battelle or for periods of absence for which credit is granted. (As provided in Section 3)
- (d) “Absence” is the period a staff member 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 staff member returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
- (e) “Illness” shall include pregnancy.

2. Loss of Service Credits and Continuity of Service

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

- (a) Quits, resigns, or is discharged.
- (b) Is absent from work for more than two (2) consecutive weeks 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.
- (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 Battelle.

- (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 staff member laid off and re-employed after layoff for lack of work, will be reviewed by Battelle at the time of his re-employment and in each case, such staff member will be notified as to his service credits and continuity of service, if any. If Battelle re-employs a staff member who has lost service credits and continuity of service because of layoff due to lack of work for more than one (1) year, such staff member 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.

3. Service Credits

Service credits for each staff member shall be granted for the periods during which the staff member is actually at work for Battelle and for absences as follows:

- (a) Staff members 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 staff members 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) Staff members 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 absence exceeds six (6) months, no service credits will be allowed for the excess time. However, where the absence of such a staff member is due to a compensable accident, and where the staff member 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 staff members will receive service credits, but if the absence is longer than two (2) weeks, no service credits will be allowed for any part of such absence.

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

- (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.

Article XV (15) – Information to Council and Staff Members

1. Battelle will furnish the Council with seniority lists of staff members in the bargaining unit. Revised seniority lists will be furnished at three (3) month intervals.
2. Battelle will give the respective Stewards the names of staff members to be laid off for lack of work at the time the staff members are notified. The Stewards will also be given the names of any staff members who are discharged. In case of intent to discharge a Steward, Battelle shall notify the Council immediately.
3. Battelle will, on a bi-monthly (two times per calendar month) basis, furnish the Council with the names, addresses (if the addresses are available), and job classifications of newly hired or rehired staff members who are covered by this Agreement.
4. Battelle shall furnish to each staff member covered by this Agreement, a copy of said Agreement and, further, shall furnish a copy to each new staff member hired in the bargaining unit.
5. Battelle will furnish bulletin boards for the 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 Battelle's Labor Relations Department for approval, which will not be unreasonably withheld.
6. Staff members will be shown, and upon request will be provided with a copy of any records which are to be filed in the staff member's personnel folder which involve ratings, warning notices, or other records concerning work performance. The staff member 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 a staff member's personnel folder, they will be returned to the staff member's immediate supervisor who will in turn give them to the staff member. Upon request, a staff member will be provided with a copy of the initial report of his industrial injury.

Article XVI (16) – Leave of Absence

1. Staff members with at least one (1) year of continuous service may be granted leave of absence, without pay, for any personal reason except employment elsewhere, for a period of three (3) months or less upon approval of the Manager, Labor Relations. In cases of emergency, staff members 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, a staff member 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 business representative of any of the local unions composed at least in part of Battelle staff members, and which are affiliates of the Hanford Atomic Metal Trades Council. Requests for extensions will be granted; however, the total absence will not exceed three (3) 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 XIII (13).
5. Staff members on approved leave of absence may retain their group insurance by paying premiums in accordance with the Battelle 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.

Article XVII (17) – Military Service

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

Military Pay Differential

2. It is the policy of Battelle to recognize staff member 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, staff members will be granted absences from work to fulfill such military obligations and will receive allowance as provided herein below.
3. Any staff member 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 for these absences. Such military pay differential shall be the amount by which the staff member's normal salary, calculated on the basis of a workweek up to a maximum of forty (40) hours, which the staff member 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.
4. Staff members 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 for such absence but shall not be eligible for the military pay differential.
5. A staff member may not receive a vacation pay allowance and a military pay differential for the same time period. A staff member 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.

National Guard and Military Reservist Emergency Duty

6. Staff members with fifty-two (52) or more weeks of service credits who are members of the National Guard or military reservist may be called out by the appropriate Governor's or the President for emergency duty to help preserve law and order. A military pay differential shall be granted for up to five (5) working days per emergency situation to staff members called out for such duty. There will be no deduction of service credits for these absences. The military pay differential will be calculated as set forth in Section 3 of Article XVII (17), Military Service.

Article XVIII (18) – Grievance Procedure

1. Battelle shall recognize those Stewards selected by the Council for specified locations, crafts or classifications. All Stewards shall be selected from staff members of Battelle within the bargaining unit who have received proper security clearance for the areas in which they represent staff members. The Council shall give Battelle five (5) days notice of any change in Stewards.
2. The number of Stewards shall be established or changed by mutual agreement between the Council and Battelle.
3. 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.
4. Stewards will not be permanently transferred involuntarily within a classification unless the progress of the work requires it. 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.
5. Battelle shall recognize a Council Grievance Committee, not to exceed one for each HAMTC affiliate unless changed by mutual agreement. The Council Grievance Committee will function at Step II of the grievance procedure.

The Council can be assured that the Stewards and staff members on the Council Grievance Committee will be paid in accordance with the provisions of Section 12 of Article XVIII (18), Grievance Procedure.

6. The grievance procedure established by this Article XVIII (18) shall be used for the purpose of orderly negotiation between the parties concerning 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. Grievances shall be processed in the following manner:

Step I

- (a) Any staff member or group of staff members having a grievance shall take the matter up with the Shop Steward who shall attempt to adjust the matter with the appropriate Supervisor except as provided in the following paragraph.
- (b) Any staff member or group of staff members may take up a grievance directly with their Supervisor who will notify the appropriate Steward so that he may be present during the period of adjustment and the adjustment must be consistent with the terms of this Agreement.
- (c) Cases presented by the Steward or the staff member may be reduced to writing and the Supervisor shall give a reply within three (3) working days unless the time is extended by mutual agreement. Copies of grievances submitted in writing and answered at Step I will be supplied to the Council in a timely manner by Battelle's Labor Relations Department.

Step II

If not satisfactorily settled at Step I, three (3) copies of the written grievance shall be given to the Steward who will give one (1) copy to the staff member and refer the case to the Council Grievance Committee which may schedule the matter for discussion at a meeting with Battelle representatives. Meetings will be held on regularly scheduled dates, and emergency meetings shall be scheduled on request of either party. It is agreed to alternate grievance meetings between a Battelle location and the Labor Temple. The Council shall advise Battelle regarding the grievance(s) to be presented and the requested size of the committee, as prescribed in Section 5 of the Article, at least three (3) days before the meeting. The grievance shall be discussed within thirty (30) days after it has been scheduled for discussion, unless the time is extended by mutual agreement or the grievance shall be considered settled. Battelle shall give its answer to the Council within ten (10) days after completion of discussions of any grievance unless such time is extended by mutual agreement.

7. It is understood that no government security information shall be set forth in any grievance procedure reports. It is further understood that no information that is proprietary or business sensitive to Battelle or to a sponsor of work at Battelle will be utilized or disclosed in the grievance procedure unless all persons involved in the grievance process who are not Battelle staff members have first executed an agreement in the form attached hereto as Article XXVI

(26) and titled “Battelle Memorial Institute Intellectual Property Disclosure Agreement” *, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.

8. If no agreement is reached and the matter is subject to arbitration, it may be referred to arbitration in accordance with Article XIX (19).
9. A grievance of a general nature may be presented at Step II by either Council or Battelle representatives. In either case, three (3) days notice will be given except in cases of emergency.
10. 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 I shall be considered settled if the grievance is not scheduled at Step II in the above procedure within ten (10) days after the Step I answer has been rendered by Battelle.
11. All time limits noted in this Article are exclusive of Saturdays, Sundays, and the holidays provided for in Article IX (9).
12. The Stewards and staff members on the Council Grievance Committee shall be paid at their straight-time rates for time spent processing grievances during their regularly scheduled working hours. It is agreed that such time shall be limited to a reasonable amount and that the Council and Battelle shall jointly investigate any case where it appears that an individual is taking an unreasonable amount of time.
13. Battelle agrees that its authoritative representatives will meet periodically with the Council’s (Battelle) Grievance Committee to discuss such assignments of work outside as the Grievance Committee advises Battelle in advance that it wishes discussed; and recognizes that in meetings arranged for above, Battelle will be able from time to time to give advance notice of some of the more important projected assignments of work outside, and to talk over some of the more general developments as Battelle sees them.

Both parties recognize that concern over this general problem can best be avoided by periodic discussions of specific cases, and it is hoped that these meetings will serve this purpose. It should be understood that these meetings are not to be any part of Battelle’s operating procedure. In general, we visualize this arrangement as an agreement by Battelle to discuss and explain any of our assignments

*Not included in the booklet

outside that have concerned the membership of the Battelle bargaining unit, and a recognition by us that we can use the same forum for advance notice and explanation by us when that seems appropriate.

14. Upon request, a portion of time of the Step II grievance meetings will be utilized for discussion of problems related to work assignments.

Article XIX (19) - Arbitration

1. Any grievance which remains unsettled after having been fully processed pursuant to the provisions of Article XVIII (18) – Grievance Procedure, and which involves either,
 - (a) the interpretation or application of a provision of this Agreement, or
 - (b) a disciplinary penalty (including discharge) imposed on or after the effective date of this Agreement, which is alleged to have been imposed without just cause, may be submitted to arbitration provided written application is made within sixty (60) days after the final decision is given at the second step of the grievance procedure.
2. For the purpose of proceedings, within the scope of (b) above, the standard to be applied by an arbitrator to cases involving disciplinary penalty (including discharge) is that such penalties shall be imposed only for just cause. No arbitrator shall have the authority to review, revoke, modify or enter any award with respect to:
 - (a) the discharge of a staff member having less than six (6) calendar months of seniority credit in the bargaining unit.
 - (b) discharge removals made at the direction of the Department of Energy (DOE) under the terms of the Prime Contract with DOE.
3. It is specifically agreed that no arbitrator shall have the authority to establish or modify any salary rate, benefit plan, or job classification.
4. 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.
5. All time limits noted in this Article are exclusive of Saturdays, Sundays and the holidays provided for in Article IX (9).

6. Each party shall bear its respective expenses and the expenses and fee of the Arbitrator shall be shared equally by the Council and Battelle.

The cost of official transcripts of arbitration proceedings will be borne equally by the parties (one copy for each party and one copy for the impartial arbitrator) except in cases in which one of the parties notifies the other at least ten (10) days prior to the date of hearing that it does not recognize a need for an official transcript of the proceedings, in which case, there shall be no official transcript unless the other party undertakes to provide and pay for transcripts for each of those indicated above. It is agreed that no record other than an official transcript shall be recognized in connection with arbitration proceedings.

7. The Arbitrator shall not have the power to add to, disregard, or to modify any of the terms of this Agreement.
8. In the event a dispute should arise involving any classified information, the Arbitrator must have security clearance as required by the Department of Energy.
9. It is understood that no information that is proprietary or business sensitive to Battelle or to a sponsor of work at Battelle will be utilized or disclosed in the arbitration process unless all persons, including arbitrators, involved in the arbitration process who are not Battelle staff members have first executed an agreement in the form attached hereto as Article XXVI (26), and titled "Battelle Memorial Institute Intellectual Property Disclosure Agreement"*, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.

*Not included in the booklet

Article XX (20) – Wage Rates

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 Battelle 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. The provisions of Appendix “A” * shall be effective as of April 1, 2020 and shall continue in full force and effect between the parties hereto, to and including March 31, 2023 as applicable, unless modified by mutual agreement of the parties.
2. Staff members will be placed on the progression scales at the appropriate rate of pay for their assigned classification and their rates will increase in accordance 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. Staff members will be expected to satisfactorily demonstrate their ability to progress within their classification.
4. It is also understood that there is no continuous progression from the hiring rate to the Journeyman’s rate. Staff members will not move out of one classification into the next higher classification unless additional staff members are needed in such higher classification. However, after a reclassification is made, progression will apply as indicated above.
5. In some seniority groups, as indicated in Appendix “A” *, there is no regular transfer between occupations.
6. A staff member 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.
7. Only staff members qualified to perform the higher rated job and who, in most cases, are on the 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 staff members having the same seniority date.

*Not included in the booklet

8. Battelle will endeavor to pay all wages earned during a workweek on the Friday following the end of said workweek.
9. Wage Agreement
 - (a) Effective November 1, 2020, Battelle's Appendix "A" * will be amended to reflect a general wage increase of two and one-half percent (2.5%) to each staff member's paid wage rate and new progression schedules, job classifications and wage scales (excluding shift differential or overtime premiums).
 - (b) Effective November 7, 2021, a general wage increase of two and three-quarters percent (2.75%) will be added to each staff member's paid wage rate in effect on November 6, 2021.
 - (c) Effective November 6, 2022, a general wage increase of two and three-quarters percent (2.75%) will be added to each staff member's paid wage rate in effect on November 5, 2022.

Article XXI (21) – Transfers/Reassignments

1. Fluctuating work requirements cause staff members to be subject to transfer or reassignment within their classification to different work locations or shift schedules which may cause personal inconvenience, loss of ride, or other hardships. When such transfers or reassignments are not of a temporary nature, special consideration will be given to the seniority status of the staff members involved. It is recognized that rigid rules for effecting transfers or reassignment based entirely on seniority, would be impractical of application and consideration must also be given to other conditions such as the progress of the work and circumstances of individual hardship to the staff member. However, in general practice, Battelle will affect such transfers or reassignments in accordance with the following:
 - (a) Staff members will have the opportunity to express their desire for transfers or reassignments as described herein, however, the group or shift from which staff members are to be transferred or reassigned and decisions on proper staffing levels will be determined solely by Battelle.
 - (b) Staff members assigned to the group or shift from which the transfers or reassignments are being made who have previously submitted written requests (Request for Transfer or Reassignment Form [RTRF])* submitted to immediate manager and Manager of Labor Relations) for such transfers, or reassignment will be offered the opportunity of transferring or being reassigned on the basis of their ability to perform the work on the new assignment and their seniority.+ If the transfer or reassignment cannot be satisfactorily accomplished on the basis of written requests, similar consideration will then be given to the other staff members assigned to the group or shift.
 - (c) If no qualified staff members assigned to the group or shift desire to transfer or to be reassigned to the new assignment, the qualified staff members with the least seniority will be transferred or reassigned except;

*Not included in the booklet

+Valid for six months

- (d) Stewards (certified prior to the time the transfer or reassignment was made known) will not be permanently transferred or reassigned unless required by the progress of the work.
2. Factors to be considered when relocating staff members between any location in which Battelle operates will include but not be limited to: seniority, health and safety, needs of the business, certification, qualifications, security clearances, work restrictions, and radiation exposure. If more than one (1) staff member wants to make the move (or none want to make the move) and if in the judgment of management, no clear preference is indicated after consideration of all factors, seniority will be the deciding factor.

Article XXII (22) – Apprenticeship Program

1. In the event the parties agree in the future to implementation of an apprenticeship program jointly administered by Battelle and the Council in accordance with the Standards of Apprenticeship, when approved by the Washington State Apprenticeship Council, shall be continued during the term of this Agreement.
2. It is understood by the parties that there is no requirement that Battelle hire any person or transfer any staff member solely to participate in the Program. It is further understood that this entire Apprenticeship Program and all collateral agreements will expire upon the termination of this contract, unless Battelle and the Council mutually agree to an extension of the Program.
3. The parties have agreed that there will be no more than approximately one (1) Apprentice or Trainee 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 with staff members.
4. An apprentice enrolled in the Battelle-JATC Apprenticeship Program cannot be displaced by a Journeyman unless so stipulated within the Standards of Apprenticeship.
5. Staff Members in the Battelle-JATC Apprenticeship Program may be displaced at the time they complete the apprenticeship program provided:

The displacing staff member was in the same classification as the Apprentice and the displacing staff member had greater seniority than the Apprentice when the reduction of force actually occurred.

Article XXIII (23) – Separation Pay Allowance

1. **General**

A staff member of Battelle 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 Battelle.

2. **Computation of Separation Pay Allowance**

The allowance shall be computed on the basis of one (1) week's pay for each of the staff member's full years of continuous service as defined in Article XIV (14) 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 staff member's normal straight time weekly salary (excluding shift differential and overtime) in effect at the time of layoff.

3. **Benefits Available at Layoff**

- (a) All staff members hired by Battelle will begin accruing separation pay credits upon completion of one (1) year of continuous service with Battelle. Upon completion of this minimum service period, separation pay credits will accrue on the same basis as set forth in 2 above, up to a maximum of twenty (20) weeks' total separation pay credits which includes credit for the one (1) year minimum service period.
- (b) An eligible staff member laid off for lack of work by Battelle will be paid the separation pay allowance for which he is eligible subject to the following conditions:
 - (1) Battelle will determine at the time of layoff if the separation is expected to exceed six (6) months, hereinafter referred to as "permanent layoff."
 - (2) At the time of permanent layoff, a staff member will be given the option of (i) receiving his separation pay allowance in a lump sum at the time of layoff, or (ii) not receiving the 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 a staff member elects option (i) above, he will agree at the time of layoff that if he is offered re-employment in his former job classification within

six (6) months after layoff, he will repay to Battelle within one (1) year from the date of the offer, or the date of re-employment, the total amount of the allowance paid him under this Option (2)(i). If the staff member 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 staff member will not be eligible to accrue new separation pay credits until he shall have worked for Battelle from the date of his re-employment for a period of time equal to the period he had previously worked to accumulate the separation pay credits for which he was eligible at the time of his layoff.

- (3) A staff member will not be regarded as having been given a permanent layoff if Battelle determines at the time of separation that the layoff is not expected to exceed six (6) Months. Under this condition, the staff member will be given the option of (i) 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 (ii) 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 a staff member elects option (3)(i) above, he will agree at the time of layoff that if he is offered re-employment in his former job classification within six (6) months after layoff, he will repay to Battelle within one (1) year from the date of the offer, or the date of re-employment, the total amount of the allowance paid him under this option (3)(i). If the staff member 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 staff member will not be eligible to accrue new separation pay credits until he shall have worked for Battelle from the date of his re-employment for a period equal to the period he had previously worked to accumulate the separation pay credits for which he was eligible at the time of his layoff.

- (4) A staff member who has received the total separation pay allowance for which he was eligible in accordance with (2) or (3) above, and who is re-employed in his 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 XIII (13) and XIV (14) of this Agreement. Such a staff member will not be expected to repay the separation pay allowance, and he will be eligible to accrue new separation pay credits upon completion of one (1) year of continuous service from the date 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 2 above, up to a maximum of ten (10) weeks total separation pay credits which includes credit for the one (1) year minimum service period.
- (5) Eligibility for separation pay allowance will automatically expire for staff members who leave the employ of Battelle.
- (6) In the event that responsibility for operation of part or all of Battelle is assumed by another contractor or government agency, staff members who are transferred to the employ 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 staff member is terminated or laid off by Battelle, shall not be considered as laid off or terminated for the purposes of this Article.

4. Other

- (a) The provisions of this Article shall not be applicable where Battelle decides to close a laboratory or an operation or lay off a staff member because of Battelle'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 staff members. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to a staff member laid off for lack of work prior to the commencement of any such strike, interference or interruption.
- (b) Battelle shall modify its Procedures for Utilization of Excess Personnel to provide that a staff member who has accrued less than twenty (20) weeks separations pay credits and whose separation pay credits have been transferred from a DOE-Hanford contractor who has a collective bargaining agreement with HAMTC to Battelle shall continue to accrue additional separations pay credits up to the same maximum twenty (20)

weeks total separations pay credits.

- (c) A grievance arising under this Article may be processed in accordance with the grievance procedure set forth in Article XVIII (18). However, no matter or controversy concerning the provisions of this Article or the interpretation or application thereof shall be subject to arbitration under the provisions of Article XIX (19) hereof, except by mutual agreement.

Article XXIV (24) – Validity and Applicability

1. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the validity of the remainder of this Agreement shall not be affected thereby.
2. This Agreement is subject to all applicable Federal and State laws, and any rules and regulations issued pursuant thereto.

Article XXV (25) – Continuity of Operations

1. It is the intent of the parties to this Agreement that the procedures herein shall serve as a means of peaceable settlement of all disputes that may arise between them. During the life of this Agreement, the Council agrees that there shall be no strike, slow-down, secondary boycott, or work stoppage of any nature. Battelle agrees not to lock out or cause to be locked out any staff member coming under the provisions of this Agreement. Battelle and the Council agree to use their best efforts to assure compliance with the terms of this Article.
2. The parties have further agreed that (1) the management of Battelle will not cause bargaining unit staff members to be assigned to any other contractor at the Hanford site to replace employees of such other contractor while that contractor is being subjected to strike action by a bona fide labor organization, and (2) the assignment of any staff member at any time to perform work for Battelle as a required service to another contractor in accordance with work distribution procedures previously established by the Department of Energy shall not be considered to in any way conflict with the foregoing item (1), nor will such assignments be cause for any interruptions in the provisions of Article XXV (25) of the agreement.

Article XXVI (26) – Security

1. The Council and Battelle agree that they will protect the security of classified information and will not reveal such information to any person not specifically cleared for the information by the Government. No person shall be cleared for such information except where the information is necessary for performance of work desired by the Government. All members of the Council, Battelle, and all staff members of Battelle are required to comply with all protective security regulations now in effect or as may be promulgated in connection with any work at Battelle. The Arbitrator provided for in Article XIX (19) of this Agreement shall not make any decisions that conflict with security regulations adopted by the Government.
2. The Council agrees that staff members covered by this Agreement will protect proprietary or business sensitive information of Battelle or a sponsor of work at Battelle and will not disclose such information to any person not specifically authorized by Battelle to receive such information.
3. When the Council and Battelle mutually deem it necessary for a Council representative who is not a staff member of Battelle, or a staff member who is not authorized to do so, to enter a restricted area for the purpose of making an examination of a physical facility in connection with a grievance or a dispute, Battelle will make a special request to the Government for clearance for that occasion.

It is recognized that all applicable security regulations, as prescribed by the Government, must be complied with.

4. Prior to the release of proprietary or business sensitive information under this Agreement to a Council representative or arbitrator who is not a Battelle staff member, and prior to permitting any such person to enter an area of Battelle restricted to protect proprietary information, such person shall execute an agreement in the form attached hereto as Appendix C, and titled “Battelle Memorial Institute Intellectual Property Disclosure Agreement”*, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.

*Not in this booklet

5. Non-disclosure of Proprietary Information

It is recognized that a controversy may develop between the parties in regard to whether proprietary or business sensitive information is involved in a labor claim or dispute, or whether it is necessary to disclose such information in the settlement of a labor claim or dispute. In the event of such a controversy or any other question involving the interpretation or application of the language of the above-referenced Sections of the Agreement designed to protect proprietary or business sensitive information, and parties cannot resolve the controversy within a reasonable time after a question arises and notwithstanding any other provisions of the 2020-2023 Battelle/HAMTC Agreement, the parties agree to abide by the rules for the protection of proprietary or business sensitive information promulgated at the request of either party by a judge of the U.S. District Court for the Eastern District of the State of Washington. Rules so developed will have to do only with the protection of proprietary or business sensitive information and will not have any bearing on the merits of the particular controversy, question, or grievance involved.

Article XXVII (27) – Intellectual Property Disclosure Agreement

1. Appendix “C” * attached hereto and titled as above, 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 staff member as a condition of employment with Battelle.

Article XXVIII (28) – Modification and Termination

1. This Agreement shall continue in full force and effect for the period from April 1, 2020 through March 31, 2023, and thereafter from year to year unless not more than ninety (90) days and not less than sixty (60) days prior to March 31, 2023, or prior to March 31 of any subsequent year, either party shall notify the other in writing of its intention to terminate or modify this Agreement upon such March 31 date.
2. In accordance with Section 1 above, either party to this Agreement may notify the other in writing of its desire to terminate or modify this Agreement. Within fifteen (15) days after such notice is received, conferences shall commence for the purpose of considering such modifications or revisions of any of the provisions hereof as may be proposed by either of the parties. Failing agreement on such proposed modifications or revisions, either party may, on or after April 1, 2023 as applicable, or April 1 of any subsequent year, notify the other in writing of its intention to terminate this Agreement, effective thirty (30) days after the receipt of such notice of intention.
3. Notwithstanding the provisions of Section 1 and 2 above, this Agreement shall be terminable by Battelle prior to the expiration dates specified therein in the event that Battelle shall cease to manage, operate and maintain the Pacific Northwest National Laboratory of the Department of Energy under “Prime Contract DE-AC05-76RLO 1830”,* as amended, between Battelle Memorial Institute and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice thereof to the Council.

* Not included in the booklet

Article XXIX (29) – Authority

The Council is represented in its dealings with Battelle by the General Counsel, the President, Hanford Atomic Metal Trades Council, or his written designee subject to the Bylaws of that organization, and Battelle is represented by the Manager, Labor Relations or the Director, Battelle or such representative as the Director 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 Battelle, 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 representatives of the Council and Battelle.

Article XXX (30) – General Provisions

1. This Agreement and the 2020-2023 Pension and Insurance Agreement between the Council and Battelle are intended to be and shall be in full settlement of all issues which were, or which the Council or Battelle had by law the right to make, the subject of collective bargaining in negotiations between them preceding the execution of this Agreement.
2. This Agreement and the 2020-2023 Pension and Insurance Agreement, and their interpretation and application, shall, in all respects, be subject to all applicable Federal and state laws and any rules and regulations issued pursuant thereto.

Other Agreements and Understandings 2020-2023

Battelle/HAMTC Agreement

The following supplemental agreements and understandings will be in effect during the term of the 2020-2023 Battelle/HAMTC Agreement:

1. **Memorandum of Understanding**

The undersigned parties acknowledge the importance of the development and implementation of innovative measures designed to enhance current productivity, stabilize the existing workforce and retain work on site. Cooperative measures designed to reduce rigidity, increase flexibility and optimize labor resources in a mutually beneficial manner to produce a working environment which is safer, more efficient, and more economical. It is jointly acknowledged that the best interests of all parties; labor, government, contractors and the community at-large will be positively served by the expressed intent of increasing competitiveness and enhancing productivity. This approach is beneficial to the proper stewardship of our customer dollars and provides the most effective use of our customer funds.

2. **Battelle Craft Alignment Program (CAP)**

The Craft Alignment Program 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. However, either of the parties may request in writing, that a formal review of the program be conducted during August of any given year. If during this review process, either party cancels the program, the negotiated wage Progression Schedule will be amended to reflect a two (2%) percent decrease to each staff member's paid wage rate. If requested by either party, details of the program cancellation and wage rate decrease, if any, shall be addressed by the Ad Hoc Committee pursuant to Section 9 described herein.

Safety is foremost in the performance of all work. All staff members are encouraged to think, act and perform their assigned tasks giving the highest priority to safety.

The Battelle CAP is intended to allow greater flexibility and therefore more effective and efficient use of the workforce.

Bargaining Unit staff members will be assigned to augment the work effort and assist the classification which performs the main work effort, which involves crossing traditional lines of jurisdiction, consistent with the provisions of the Collective Bargaining Agreement.

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

1. Safety is foremost in the performance of the work.
2. Classifications will not be limited to any specific craft mix. Any classification may augment another classification for purposes of completing work assignments.
3. Assignments will be completed through mutual assistance in the performance of work with another classification where the staff member has the qualifications and can perform the work safely.
4. Job classifications, seniority and seniority rules will be unchanged.
5. There will be no formal cross-training program into other classifications; however, incidental on-the-job training and mutual sharing of knowledge and skill, in order to accomplish the work in a more efficient and cost-effective manner, will be expected.
6. 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. Consistent with past and present philosophy of Battelle, increases or decreases in employment levels will be determined by the workplace needs for the classification involved.
7. Staff members will not be laid off as a result of implementation of this program.
8. The staff member will be paid the wage of his classification regardless of the type of work he might be performing. This provision is not intended to modify the current practice of "detailing" as provided for in Article XX (20) Wage Rates, section 6 and 7.
9. Any disputes resulting from the application of CAP, or the effects or cancellation 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 XVIII (18) – Grievance Procedure. All time limits imposed by Article XVIII (18) – Grievance Procedure will commence after being addressed by the committee.

3. **Job Placement**

The order in which staff members will be considered for job openings listed on employment requisitions is as follows:

First	Written request for transfer
Second	Recall from ROF
Third	Promotion
Fourth	New Hire

The information specified on employment requisitions is the basis on which the number of job openings and job classifications of such openings will be determined. To receive transfer consideration for a job opening, a staff member must be in the same classification as the job opening. It is not intended that more than one staff member will be permitted to transfer for each job opening specified on an employment requisition.

In attempting to fill job openings with outside hires, Battelle will provide employees who have been permanently (expected to last six (6) or more months) and involuntarily laid off for lack of work from a DOE-Hanford contractor who has a collective bargaining agreement with HAMTC with a hiring preference before utilizing outside sources if such laid off employees have made timely application for employment with Battelle. Consideration for employment selection will be given to such employees in terms of their qualifications (the employee must be qualified in the judgment of Battelle to perform the available work), past performance, physical limitations 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.

4. **Discipline**

When a staff member is to be contacted by supervision in regard to a disciplinary matter, Battelle recognizes the right of a staff member to have his Steward present during the discussion with supervision. This is a matter of individual choice. If the staff member wants the

Steward present, he has the right to so request. On the other hand, if the staff member does not want a Steward present, the Steward has no right to inject himself into a purely personal situation.

5. Definition of Immediate Family

This definition of Immediate Family will be used in consideration of certain absences where family relationship is a factor.

The “Immediate Family” is defined as the staff member’s spouse or registered domestic partner. Also included are the staff member’s, spouse’s or registered domestic partner’s children, foster children, stepchildren, parents, stepparents, foster parents, grandchildren, brothers, sisters, grandparents, sons-in-law, daughters-in-law, and others living as family members of the staff member’s immediate household.

6. Recognition of Ironworkers/Boilermakers

This agreement will affirm Battelle’s intent to identify a seniority group from Ironworkers Local No. 14 and a seniority group from Boilermakers Local No. 242, in Appendix “A” of the “Agreement between Battelle and the Hanford Atomic Metal Trades Council.”

It is understood and agreed that Battelle’s addition of these two (2) HAMTC affiliate locals to Appendix “A” shall in no way modify or amend the provisions contained within Article II (2), paragraph 1(b) – Responsibility, nor change Battelle’s method of assignments of work as performed by other HAMTC local affiliates which were assigned seniority groupings within Battelle prior to the ratification of the 1992 collective bargaining agreement between Battelle and HAMTC.

Battelle will include the following considerations in making its decision whether to populate a seniority group from Boilermakers Local No 242 and/or Ironworkers Local No 14, or hire craftsmen affiliated with said groups:

- (a) new or increased work associated with the Ironworkers and/or Boilermakers seniority group(s) sufficient to maintain a stable workforce consistent with scheduling/operational requirements, or
- (b) new or increased work associated with the Ironworkers and/or Boilermakers seniority group(s) which could be efficiently accomplished through the employment of a temporary workforce.

7. Temporary Staff Members

The particular circumstances of some work situations may make it reasonable for Battelle to employ temporary bargaining unit staff members in bargaining unit classifications. Such temporary staff members will be employed for short term needs that would not be appropriately satisfied by the employment of regular bargaining unit staff members. No layoff of regular full-time bargaining unit staff members will occur as a result of the utilization of temporary bargaining unit staff members in the same classification.

Every reasonable effort will be made to accurately forecast employment requirements for a temporary bargaining unit staff member(s). Once Battelle has determined the need to employ a temporary bargaining unit staff member(s), it will address the rationale of the need assessment with the appropriate Chief Steward of the affected seniority group prior to the employment action being taken.

Battelle will consider candidates who are referred by HAMTC and make application for employment.

Temporary bargaining unit staff members may be hired by Battelle for initial periods not to exceed ninety (90) working days. Per the May 18, 1983 agreement between Battelle and the Council, it is recognized that there may be situations where a person would be continued/ hired as a temporary bargaining unit staff member more than once (rolled over without a break in service) will require the mutual agreement of the Chief Steward of the affected Seniority Group and Battelle.

Battelle will furnish the Council on a timely basis the names and job classifications of newly hired or rehired temporary bargaining unit staff members per **Article XV (15) – Information to Council and Staff Members**.

Each staff member 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 bargaining unit staff member's status remains temporary or changes to regular.

Temporary bargaining unit staff members are not eligible to participate in any Battelle Benefit Plan except for the provisions applicable to **Article IX (9) – Holidays**. Temporary bargaining unit staff members retained in the classification beyond ninety (90)

working days will be reclassified to regular bargaining unit staff member status, except in those situations where the staff member continues as a temporary and is rolled over without a break in service. Upon such reclassification they will then become eligible to participate in the Battelle Benefit Plans per the applicable Benefit Plan provisions.

Temporary bargaining unit staff members who are retained in the classification beyond ninety (90) working days and reclassified to regular bargaining unit staff member status will be retroactively granted an accrual of vacation per the provisions contained in **Article XII (12) – Vacation**.

Temporary bargaining unit staff members will not earn service credits. Temporary bargaining unit staff members reclassified to regular bargaining unit staff member status shall have service credits retroactively granted from the date of his/her most recent hire per the provisions of **Article XIV (14) – Continuity of Service**.

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

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

Temporary bargaining unit staff members will not earn seniority credit. Temporary bargaining unit staff members reclassified to regular bargaining unit staff member status shall be placed on the seniority list and their seniority shall start from the date of the most recent hire or the date of their entry into their seniority group, whichever is the most recent.

Bargaining unit staff members in layoff status from Battelle will be given first consideration for temporary bargaining unit positions if they are qualified to perform the position requirements. Next consideration will be given to those former bargaining unit staff members who have retired from Battelle if they are qualified to perform the position requirements, have informed Battelle of their interest in temporary employment, and have an active application on file.

Temporary employment with Battelle will not affect the status of a laid off bargaining unit staff member, i.e., benefits, seniority accumulation, recall rights, separation pay, etc.

Temporary bargaining unit staff members will not be asked to work overtime unless the overtime work has been turned down by the regular full time bargaining unit staff members in the appropriate overtime group, or except when inconsistent with the current practice utilized with those affiliates defined in the May 18, 1983 letter. Battelle is willing to discuss issues of overtime for temporary bargaining unit staff members upon formal request of the Council.

8. Work Contracted Outside

- (a) It is the intent of Battelle 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. Battelle confirms its intent to maintain a work force consistent with scheduled requirements, and under those conditions, to make every effort, consistent with our Prime Contract with the DOE and other legal requirements, to provide regular employment for its bargaining unit staff members before work is contracted outside. When services covered by HAMTC certifications are not to be performed by Battelle, or another HAMTC represented employer, the work must be processed through the turndown procedure described herein.
- (b) Battelle will in most cases with the exception of certain work e.g. Davis-Bacon Work, notify HAMTC on plant forces work that is to be “turned-down” prior to contracting out.
- (c) The notification of work to be contracted out is to provide the designated HAMTC representative(s), normally chief steward(s) or their designee for the specific affiliate(s) involved, an opportunity to submit alternate method(s) to perform the work utilizing Battelle bargaining unit staff members. Prior to any subcontracts being initiated, the affected parties and management will discuss the criteria for the turndown. Such discussions are to provide an opportunity to agree with Battelle’s decision or submit alternate methods to perform the work utilizing HAMTC represented staff. Any HAMTC proposed alternative methods are to be provided to Battelle not later than the end of the second working day following the day of the initial notification unless the operational/scheduling requirements will not permit. Additional time for HAMTC to develop alternatives may be granted upon the request to Battelle. Additionally, the parties agree that for those turndowns that are undisputed following the initial notification and

review, no further discussions will be required. It is understood and agreed that this understanding and agreement shall in no way modify or amend the provisions contained within Article II (2), paragraph 1(b) – Responsibility, and that the final decision regarding work contracted out will remain with Battelle. In this regard, Battelle pledges to administer this understanding in good faith and in the spirit of cooperation with HAMTC.

9. **Jury Duty**

When a staff member is called for service as a juror, he will continue to receive full pay, less shift differential, during the period of such service, provided that the staff member submits to Battelle any jury or court fees, except travel allowances, paid by the court for such service.

10. **Drug Policy**

Through a separate Memorandum of Understanding[†] dated June 2008, the parties have implemented a drug policy in accordance with the provisions of Title 10 Code of Federal Regulations Part 707 (10 CFR 707), Workplace Substance Abuse Programs at DOE Sites.

Department of Transportation Drug & Alcohol Testing

If deemed applicable to Battelle operations, the parties agree to negotiate the impacts of implementing a drug and alcohol policy in accordance with the provisions of Title 49 Code of Federal Regulations Part 40 (49 CFR 40), Procedures for Transportation Workplace Drug & Alcohol Testing Programs, and 49 CFR Part 382, Controlled Substances and Alcohol Testing.

11. **Working Leader**

Unless otherwise specified in Appendix A's, the following shall apply:

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 a 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.

A Working Leader classification may be established for each seniority group.

Working Leaders will be paid five percent (5%) above the employee's current rate of pay unless otherwise noted in Appendix A. The working leader classification is not treated as a higher classification for purposes of seniority.

12. National Scientific Mission of the Pacific Northwest National Laboratory

The parties acknowledge that the Pacific Northwest National Laboratory's (PNNL) multi-disciplinary research and development national mission, as well as its associated and supporting specialized staff capabilities, form a part of the Department of Energy's world-renowned national laboratory system. This sets apart Battelle's operation of PNNL as distinctively different from and more enduring than the other Department of Energy contractors' mission. The Department of Energy in recognition of this has created a site office, the DOE, Pacific Northwest Site Office solely to support and oversee PNNL. The parties will therefore endeavor to work together as a cohesive and innovative partnership in the furtherance of the national mission of PNNL.

IN WITNESS HEREOF, the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this 1st day of April, 2020.

HANFORD ATOMIC METAL TRADES COUNCIL
AMERICAN FEDERATION OF LABOR
CONGRESS OF INDUSTRIAL ORGANIZATIONS

Jeffrey S. McDaniel
President, HAMTC

BATTELLE MEMORIAL INSTITUTE
OPERATOR OF THE PACIFIC
NORTHWEST NATIONAL
LABORATORY

Eric J. Missett
Director, Labor Relations

Bargaining Unit Seniority Groups, Job Classification, and Local Unions

Represented by Hanford Atomic Metal Trades Council

Seniority Groups	Job Classifications	Local Unions
100	Insulator Journeyman Insulator Trainee	Insulators No. 120
140	Material Coordinator	United Steelworkers, No. 12-369
110	Reproduction Leader II Heidelberg Press Operator Duplicating Leader Intermediate Press Operator Reproduction – A Reproduction – B	Operating Engineers No. 280
120	Floor Serviceman Janitor	
135	Senior Power Operator Journeyman Power Operator Journeyman Power Operator	
160	Senior Radiation Protection Technologist Radiation Protection Technologist Radiation Protection Technologist Trainee	International Brotherhood of Electrical Workers No. 984
115	Electrician Journeyman Electrician Apprentice Electrician Trainee	International Brotherhood of Electrical Workers No. 77

125	Laboratory Machinist Machinist Journeyman Machinist Apprentice Machinist Trainee	Machinists No. 1951
128	Laboratory Instrument Optician Instrument Optician Instrument Optician Trainee	
145	Millwright Journeyman Millwright Trainee Millwright Apprentice	
180	Stock & Tool Attendant	
185	Machinist Welder Journeyman Machinist Welder Trainee Millwright Welder Journeyman Millwright Welder Trainee	
150	Painter-Carpet Installer Journeyman Painter Journeyman Painter Trainee	Painters No. 427
175	Sign Painter Journeyman Sign Painter Trainee	
155	Plumber-Steamfitter Journeyman Plumber-Steamfitter Apprentice Plumber-Steamfitter Trainee	Plumbers & Fitters No. 598
185	Plumber-Steamfitter Welder Journeyman Plumber-Steamfitter Welder Trainee	
165	Teamsters Serviceman	Teamsters No. 839
105	Carpenter Journeyman Carpenter Trainee Carpenter Apprentice	Sheet Metal Workers No. 55
170	Sheet Metal Journeyman Sheet Metal Apprentice Sheet Metal Trainee	
185	Sheet Metal Welder Journeyman Sheet Metal Welder Trainee	

Effective 2/19/93		
200	Technician Senior Technician	United Steelworkers, No. 12-369
Effective 6/05/92		
210	Ironworkers	Ironworkers Local No. 14
220	Boilermakers	Boilermakers Local No. 242

Attachment A – 2020-2023 Battelle/HAMTC Pension, Insurance, and Savings Agreement

This Pension, Insurance, and Savings Agreement, entered into between Battelle (hereinafter referred to as “Battelle”) and the Hanford Atomic Metal Trades Council affiliated with the Metal Trades Department of the American Federation of Labor-Congress of Industrial Organizations (hereinafter referred to as the “Council”) shall be applicable to and binding upon Battelle, the Council, and staff members of Battelle at its Battelle operations at Richland, Washington who are represented by the Council under the 2020-2023 Battelle/HAMTC Agreement (hereinafter referred to as “staff members”).

TITLE I

Section 1

- (a) Subject to the provisions of Title II hereof, Battelle and the Council agree that health insurance plans which are set forth in Exhibit A (including the current Preferred Provider Organization Health Care Plan for represented staff members) attached hereto and made a part hereof, shall be available to the staff members.
- (b) Battelle agrees that it will until June 30, 2016 make available to the staff members the Hanford Contractors’ Multi-Employer Defined Benefit Pension Plan for HAMTC-Represented staff members (hereinafter referred to as the “Hanford Pension Plan”), subject to the terms and conditions of the Hanford Pension Plan. Subject to the provisions of Section I of Title III hereof, effective July 1, 2016, and continuing for the duration of this Agreement, eligible staff members shall participate in the Battelle Defined Benefit Pension Plan then in effect for PNNL employees (hereinafter the “PNNL Pension Plan”).
- (c) Upon their retirement, all eligible staff members and their spouses or registered domestic partners, or at the time of their death, a surviving spouse/ registered domestic partner, shall be eligible to participate in the same medical, dental and life insurance plans, and same associated contribution rates, as are provided to non-represented PNNL pre-Medicare eligible retirees until such retiree,

spouse or registered domestic partner, or surviving spouse/ registered domestic partner, reaches the age of sixty-five (65), or becomes Medicare eligible, if sooner.

Effective January 1, 2016, upon attaining Medicare eligibility, such staff member, spouse or registered domestic partner, or surviving spouse/registered domestic partner shall be eligible to participate in the Health Reimbursement Account for Retired Staff of Battelle Memorial Institute, commonly known as the HRA for PNNL Retired Staff (the "Plan"). The HRA allocation for each retiree and each spouse/registered domestic partner, or surviving spouse/registered domestic partner, shall be \$1602 per calendar year, prorated monthly during the first year of enrollment for the new entrants to the Plan. The contribution will be credited to the HRA account at the beginning of each Plan Year (January).

For the duration of calendar year 2020, upon attaining Medicare eligibility, retirees, spouses, and registered domestic partners, and surviving spouses/registered domestic partners will be enrolled in the Battelle Blue Cross Blue Shield Medicare Complement Plan for retirees eligible for Medicare.

A represented employee hired after the effective date of the 2015-2020 HAMTC/Battelle collective bargaining agreement and this Attachment A shall have access to the benefits provided under this subsection (c) without any subsidy by Battelle.

Section 2

Battelle (subject to the insurance company's right to amend or terminate the policy on January 1 of any year) agrees that it will make available to the staff members the Battelle Group Accident Insurance Plan, the benefits and provision of which are set forth in Exhibit C attached hereto and made a part hereof.

Section 3

Battelle agrees that it will make available to the staff members the Battelle Long-Term Disability Insurance Plan, the benefits and provisions of which are set forth in Exhibit D attached hereto and made a part hereof.

Section 4

Battelle agrees that it will make available to the staff members the Dental Assistance Plan for Salaried Staff Members of the Bargaining Unit of Battelle (hereinafter referred to as the "Dental Assistance Plan"), the benefits and provisions of which are set forth in Title II, Section 2 (e) and in Exhibit E attached hereto and made a part hereof.

Section 5

Battelle agrees that it will make available to the staff members the Hanford Contractors' Multi-Employer Savings Plan for HAMTC-Represented staff members (hereinafter referred to as the "Savings Plan"), the benefits and provisions of which are set forth in Exhibit F attached hereto and made a part hereof.

Section 6

Subject to the provisions of this agreement, the Council on behalf of the staff members, agrees to accept the Plans mentioned in Sections 1, 2, 3, 4, and 5 hereof, and both parties agree to the terms and conditions specified therein.

Section 7

It is expressly agreed that the parties hereto have had the opportunity to bargain collectively with reference to all matters pertaining directly or indirectly to insurance, pensions, and any other economic benefits or advantages which could or might be established by Battelle in the form of insurance or pension matters for the staff members and their dependents. Therefore, and notwithstanding the provisions of any other agreement between Battelle and the Council, except as specifically provided elsewhere in this Agreement, each party voluntarily and unqualifiedly waives any and all rights to require that the other party bargain collectively during the term of this Agreement with respect to any of said subjects or matters whether or not they are covered by this Agreement, and whether or not they were within the knowledge or contemplation of the parties at the time of negotiation or execution of this Agreement.

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

Section 8

A claim of a staff member concerning his rights under the terms of the Insurance Plan (Exhibit A), the Pension Plan (Exhibit B), the Group Accident Insurance Plan (Exhibit C), the Long-Term Disability Insurance Plan (Exhibit D), the Dental Assistance Plan (Exhibit E), or the Savings Plan (Exhibit F), may be processed in accordance with the Grievance Procedure as set forth in Article XVIII of the 2020 Battelle/HAMTC 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 9

Battelle agrees that during the term of this Agreement:

- (a) Notwithstanding any provision in the Hanford Pension Plan to the contrary, the Hanford Pension Plan to the extent applicable to the staff members, shall not be terminated, or amended so as to decrease pension benefits to the staff members or increase the contributions by the staff members through June 30, 2016. Effective July 1, 2016 and continuing during the life of this Agreement, staff members shall participate in the PNNL Pension Plan subject to terms and guarantees stated in TITLE III;
- (b) Subject to the provisions of TITLE II – INSURANCE, and notwithstanding any provisions in the Plans to the contrary, the Group Accident Insurance Plan, the Long-Term Disability Insurance Plan, the Dental Assistance Plan, and the Savings Plan to the extent applicable to the staff members, shall not be amended or terminated by Battelle so long as this Agreement remains in effect. The terms under which health insurance shall be provided to staff members are stated in TITLE II.

TITLE II - INSURANCE

Section 1

- (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 staff members of benefits for non-occupational sickness and accident or hospitalization, or for other health or sickness benefits, Battelle without further collective bargaining may, as to such staff members as shall be subject to such laws:
 - (i) Qualify any affected Insurance Plans in substitution for the Plan provided by such law, if permissible, making such modifications in such Plans as it deems necessary or appropriate to obtain such qualifications.
 - (ii) Otherwise comply with such law and either exclude from the Insurance Plans 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 option, Battelle may make such adjustment in Battelle and staff member contributions to the Insurance Plans, as it deems appropriate with respect to any differences in benefits and

cost. However, Battelle will first notify the Council of, and upon request will discuss with the Council, any such proposed adjustment in the Insurance Plans and Battelle and staff member contributions to the Insurance Plans and will endeavor to make such adjustments so that, in general, the total benefits available to staff members and their contributions will be as nearly comparable as practicable to the benefits and contributions provided for in the Plans for staff members in states where no such laws are in effect.

- (b) Staff members affected by any such variations or amendments of the Insurance Plans will be notified thereof.

Section 2

- (a) Battelle may at its option establish the Insurance Plans under: (1) a group insurance policy or policies issued by the insurance company or companies selected by Battelle; (2) self-insurance; (3) a Trust or Trust established by Battelle; or (4) any combination of such methods; and shall have the right to change from time to time such methods or the insurance carrier or carriers, or the Trust or Trusts.
- (b) Battelle shall have the sole responsibility for the administration of the Insurance Plans.
- (c) Effective during any open enrollment period for coverage beginning January 1, 2016, Battelle will provide staff members the choice to remain or re-enroll in the bargaining unit medical health care plan or the opportunity to enroll in any medical health care plans available to non-represented PNNL employees. A plan provided to a staff member opting for coverage under non-represented medical plans shall be on the same basis and at the same contribution percentages as non-represented PNNL employees.
- (d) Staff members who remain in the existing bargaining unit plan shall be subject to the following contribution schedule (premium) for the term of this agreement:

Contribution Rate (Premiums)	2021	2022	2023
Staff Member	25%	25%	25%
Staff Member + Spouse	25%	25%	25%
Staff Member + Child(ren)	25%	25%	25%
Family	25%	25%	25%

- (e) Effective January 1, 2016 through 2023, Battelle will provide a Dental Assistance Plan for the term of this agreement. This Dental Assistance Plan will be offered with the following contribution schedule (premium) for the term of this agreement:

	2021	2022	2023
Employee Only	24%	24%	24%
Employee + 1	24%	24%	24%
Family	24%	24%	24%

- (f) Battelle will provide term life insurance in the amount of 2x the staff member's annual salary at no cost to the staff member. The Short-Term Disability Salary Continuation (STD) plan provides 60% of salary per week and in no case will the benefit be less than \$350 per week. The remainder of the plan remains unchanged. This STD plan will be offered at no cost to the staff member. Optional AD&D group insurance will continue to be offered as per the current agreement (See Title I, Section 2).
- (g) The parties agree that adjustments to the staff members' premium cost for optional group life insurance coverage and for dependent group life insurance coverage may be necessary on an annual basis, depending upon the Insurance Plan's operating experience. If such adjustments are made, the premium costs involved will be automatically applicable to all staff members enrolled for such coverage.

Section 3

Battelle shall have the sole responsibility for the administration of Group Accident Insurance (Exhibit C). The cost of this insurance which is set by the insurance company and which may be increased or decreased as of January 1 of any year, is borne by the participating staff members. Battelle absorbs the cost of the administrative operations it performs.

TITLE III – PENSIONS

Section 1

- (a) Eligible staff members shall begin participating in the PNNL Pension Plan effective July 1, 2016. Battelle shall have the sole responsibility for administration of the PNNL Pension Plan in accordance with its provisions. Unless denoted otherwise, further references in this Title to “Pension Plan” or “Plan” are to the PNNL Pension Plan.
- (b) The PNNL Plan shall be provided to staff members on the same terms as are in effect for non-represented employees as of the ratification date of this Agreement, with the following exceptions guaranteed until June 30, 2026:
 1. Staff members with at least ten (10) years of service on July 1, 2016 shall accrue benefits subject to a 1.6 multiplier and on the basis of a 10-year certain annuity.
 2. Staff members with less than ten (10) years of service on July 1, 2016 shall accrue benefits subject to a 1.2 multiplier and on the basis of a life annuity.
 3. Staff members hired on or before the effective date of this Agreement shall be entitled to the following:
 - a. Early retirement: an eligible, vested staff member may retire at age 60 with no reduction in the formula for normal retirement, or as early as age 55, with a reduction of one-half of one percent per each month the member is under age 60;
 - b. Lump sum cashout: instead of an annuity, an eligible staff member may choose a single lump sum payment from the PNNL Pension Plan.
 4. Staff members hired on or before the effective date of this Agreement shall be subject to the following rules on vesting in the PNNL Pension Plan:
 - a. If already vested in the Hanford Pension Plan as of July 1, 2016, a staff member will immediately vest in the PNNL Plan;
 - b. If not yet vested in the Hanford Pension Plan as of July 1, 2016, a staff member will become vested with three (3) years of pension vesting service.
- (c) For staff members with at least ten (10) years of pension vesting service as of July 1, 2016, the high five salary calculation will apply to service worked in both Hanford and PNNL Pension Plans.

- (d) Any staff member hired after the effective date of this Agreement shall participate in the PNNL plan on the same basis (“me too”) as non-represented employees, except such staff members will become eligible for benefits with three years of pension vesting service.

Section 2

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 Battelle may deem necessary to obtain, including:

- (a) the qualification of the Pension Plan under the provisions of Section 401 or other applicable provision 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 of any and all payments made by Battelle under the Pension Plan, if Battelle desires or is required to establish such deductibility.

It is hereby agreed that Battelle may 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 Section 404(a), and 501(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 staff members under the Plan or to increase contributions by the staff members or by Battelle, 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 3 Battelle shall have the sole responsibility for administration of the Pension plan in accordance with its provisions.

TITLE IV – DURATION

Section 1

This Agreement between Battelle and the Council shall become effective as of the effective date of the 2020 Battelle/HAMTC Collective Bargaining Agreement; however, changes to the Insurance and Retirement Plans will not be effective until the date designated in each particular section of this Agreement.

Section 2

This Agreement shall, subject to its terms, continue in full force and effect as to Battelle and the Council until the 31st day of March, 2023, unless extended by mutual agreement, except that it shall be terminated by Battelle prior to that date in the event that Battelle shall cease to manage, operate, and maintain the Pacific Northwest National Laboratory of the Department of Energy under Prime Contract DE-AC05-76RLO 1830, as amended, between Battelle Memorial Institute and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice thereof to the Council.

Section 3

This Agreement for the term hereof shall be the exclusive and definitive Agreement between the parties with respect to Pensions, Insurance, and Savings.

IN WITNESS HEREOF, the parties have caused their names to be subscribed to this Agreement by their duly authorized representatives this 1st day of April, 2020.

HANFORD ATOMIC METAL TRADES COUNCIL
METAL TRADES DEPARTMENT
AMERICAN FEDERATION OF LABOR
CONGRESS OF INDUSTRIAL ORGANIZATIONS

Jeffrey S. McDaniel
President, HAMTC

BATTELLE MEMORIAL INSTITUTE
OPERATOR OF THE PACIFIC
NORTHWEST NATIONAL
LABORATORY

Eric J. Missett
Director, Labor Relations

Attachment B

April 1, 2020

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

Dear Mr. McDaniel:

Letter of Understanding

Battelle, in the interest of maintaining the long standing spirit of partnership and understanding that has been established with the HAMTC which has been mutually beneficial to both parties, wishes to express its intention to continue to recognize the HAMTC as the sole and exclusive bargaining agency for bargaining unit staff of future operations of the Pacific Northwest National Laboratory or successor(s) to the Laboratory that may be established in Richland, Washington.

This letter replaces all previous letters of understanding on this subject.

Sincerely,

Eric Missett
Director
Labor Relations

EJM/kmb

HAMTC

Date

Battelle

Date

Attachment C

April 1, 2020

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

Dear Mr. McDaniel:

Battelle agrees to reconvene an ad hoc committee comprised of management and bargaining unit representatives to achieve a mutually beneficial understanding of the Work Contracted Out turndown process. The committee will discuss methods and means to improve the overall process, including the Electronic Turndown System, notifications and on-going communications.

The ad hoc committee will meet within 60 days following ratification of the 2013 Collective Bargaining Agreement.

Sincerely,

Eric Missett
Director
Labor Relations

EJM/kmb

HAMTC

Date

Battelle

Date

Attachment D

April 1, 2020

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

Dear Mr. McDaniel:

Death in Immediate Family (DF) Time

As mutually agreed, the administration of “DF” time absences will be outside the Personal Time Account.

HAMTC can be assured that there will be no change from our past practices when administering such absences.

Sincerely,

Eric Missett
Director
Labor Relations

EJM/kmb

HAMTC

Date

Battelle

Date

Attachment E

Disability Equalizer Benefit (DEB)

Staff members receiving time-loss benefits from the workers' compensation claims administrator (WCCA), may be eligible to receive a Disability Equalizer Benefit (DEB) if their administratively calculated net pay while working is greater than the administratively calculated net pay from their time-loss benefit.

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, savings contribution up to 5% maximum and Federal Income Tax (FIT) at 15% and Federal Income Contributions Action (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 company sponsored savings plan.

$$\begin{aligned} \$30.38 \times 40 \text{ (hrs)} &= \$1,215.04 \\ \$42.59 - \$2.40 - \$60.75^* &= \$ 105.74 \text{ (less)} \\ \$166.39 \text{ (FIT 15\%)} &= \$ 166.39 \text{ (less)} \\ \$89.51 \text{ (FICA 7.65\%)} &= \$ 89.51 \text{ (less)} \\ &= \$ 853.39 \end{aligned}$$

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 amount less deductions for medical, dental insurances, savings contribution up to 5% maximum

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

$$\begin{aligned} & \$851.25 \\ & \$105.74 \text{ (less) Total of all deductions} \\ & \$745.51 \end{aligned}$$

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.

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

Battelle Payroll will process the amount and appropriate taxes and savings contribution will be deducted. Any deductions not deducted will be placed into arrears. The employee will have the option to self-pay arrears monthly or pay when returned to work. 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 savings deductions.

One of the priorities behind the DEB is to allow the employee the opportunity to maintain their contributions to the company sponsored savings plan, and receive the company matching 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. Battelle will contribute to the employee's company sponsored savings account up to a maximum of 4%, based on the employee's elected contribution percentage at the time of the illness or injury.

Attachment F

April 1, 2020

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

MEDICAL PLAN UNDERSTANDINGS

Dear Mr. McDaniel:

The following understandings were reached during the 2020 Battelle/HAMTC negotiations concerning the medical plan.

1. Staff member cost share for 2020-2023 represents the maximum staff member contribution based on a maximum premium increase of 14% annually.
2. If the actual premium rates are lower than projections in 2020-2023 the staff member will realize the savings.
3. Battelle shall provide HAMTC the actual plan costs used to calculate the premium rates for each year of this agreement.

Sincerely,

Eric Missett
Director
Labor Relations

EJM/kmb

HAMTC

Date

Battelle

Date

Attachment G

Letter of Understanding Laboratory Closure or Delay Time

Upon management approval, paid excused absence time will be provided to all affected staff members, including essential personnel who are not required to remain at or report to work, when the Pacific Northwest National Laboratory (“PNNL”) is closed, a shift start is delayed, or personnel are sent home early due to inclement weather causing unsafe road conditions or similar contingencies as determined by Battelle.

Approved Laboratory Closure or Delay Time shall be paid in accordance with a staff member’s regular shift schedule. Paid Laboratory Closure or Delay Time shall be consistent with PNNL notification up to the total number of hours approved for delayed start, early release or PNNL closure as calculated on a standard five-day workweek.

A staff member whose shift is not affected by a full or partial closure is not entitled to Laboratory Closure or Delay Time pay. Similarly, a staff member who is not scheduled to work for any reason at the time of a closure or delay covered by this Letter, including vacation, absence for disability or industrial injury, or leave of absence for any reason, is not entitled to Laboratory Closure or Delay Time pay.

2020-SCHEDULE AND APPOINTMENT SHEET-2020

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KEY TO HOLIDAY SHADING:

- ALL STAFF (2 personal holidays staff designated [excluding bargaining unit staff])
- BARGAINING UNIT ONLY (1 personal holiday staff designated)

2021-SCHEDULE AND APPOINTMENT SHEET-2021

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KEY TO HOLIDAY SHADING:

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- BARGAINING UNIT ONLY (1 personal holiday staff designated)

2022-SCHEDULE AND APPOINTMENT SHEET-2022

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SEPTEMBER 2022						
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OCTOBER 2022						
S	M	T	W	T	F	S
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NOVEMBER 2022						
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DECEMBER 2022						
S	M	T	W	T	F	S
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JANUARY 2023						
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FEBRUARY 2023						
S	M	T	W	T	F	S
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19	20	21	22	23	24	25
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MARCH 2023						
S	M	T	W	T	F	S
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12	13	14	15	16	17	18
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26	27	28	29	30	31	

KEY TO HOLIDAY SHADING:



ALL STAFF (2 personal holidays staff designated [excluding bargaining unit staff])



BARGAINING UNIT ONLY (1 personal holiday staff designated)

2023-SCHEDULE AND APPOINTMENT SHEET-2023

OCTOBER 2022						
S	M	T	W	T	F	S
						1
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NOVEMBER 2022						
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DECEMBER 2022						
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JANUARY 2023						
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FEBRUARY 2023						
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MARCH 2023						
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APRIL 2023						
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MAY 2023						
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JUNE 2023						
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18	19	20	21	22	23	24
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JULY 2023						
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AUGUST 2023						
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SEPTEMBER 2023						
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OCTOBER 2023						
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NOVEMBER 2023						
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DECEMBER 2023						
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JANUARY 2024						
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FEBRUARY 2024						
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MARCH 2024						
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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- ALL STAFF (2 personal holidays staff designated [excluding bargaining unit staff])
- BARGAINING UNIT ONLY (1 personal holiday staff designated)



**Pacific
Northwest**
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