

~~2002~~ 201X LABOR AGREEMENT

BETWEEN

~~FLUOR HANFORD, INC. (FH)~~
MISSION SUPPORT ALLIANCE, LLC (MSA)

AND

HANFORD ATOMIC METAL TRADES

COUNCIL (HAMTC), AFL-CIO

MSA reserves the right to add to, delete from and/or amend its proposal at any time.

Proposal dated: ~~April 16-30~~ June 27, 2013

LAST, BEST and FINAL OFFER presented as a package

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LABOR AGREEMENT BETWEEN
FLUOR HANFORD, INC. MISSION SUPPORT ALLIANCE, LLC (MSA)
AND HANFORD ATOMIC METAL TRADES
COUNCIL, AFL-CIO

This Agreement is made and entered into this _____ day of _____, ~~2002~~ 2013 by and between ~~Fluor Hanford, Inc., MSA~~ its successors, hereinafter called “the Employer,” or “Company”, and the Hanford Atomic Metal Trades Council, AFL-CIO, hereinafter called “the Council,” and is applicable to all work done under the ~~Project Hanford Management~~ Mission Support Contract (MSC), by the work force defined in Article I of the Collective Bargaining Agreement.

~~Fluor Hanford, Inc. MSA~~ team members and their successors also will adhere to this Collective Bargaining Agreement for work under the aforementioned ~~Project Hanford Management~~ Mission Support Contract. Team members include major subcontractors, subcontractors and affiliate companies.

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PREAMBLE

The management and integration of ~~Project~~ [the](#) Hanford [MSC](#) is one of the most complex and challenging undertakings in the Department of Energy (DOE) systems, requiring the highest standards of safety and performance.

The parties to this Agreement shall embrace a strong commitment to the safety, cost-efficiencies and operational flexibility that attains results and achieves real progress in the cleanup at ~~Project~~ Hanford.

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

ARTICLE I

UNION RECOGNITION

1. The Employer, in the operations of all its Hanford contracts, agrees to recognize the Hanford Atomic Metal Trades Council (HAMTC) as the sole collective bargaining representative in all matters pertaining to wages, hours, and working conditions, for all employees in the bargaining unit as defined by the National Labor Relations Board in all applicable certifications and recognitions and whom it employs at and for the ~~Project Hanford Management Mission Support~~ Contract.
 - A. Case No. 19-RC-208
 - B. Case No. 19-RC-459
 - C. Case No. 19-RC-1381
 - D. Case No. 19-RC-1553
 - E. Case No. 19-RC-1917
 - F. Case No. 19-RC-2770
 - G. Case No. 19-RC-3430
 - H. Case No. 19-RC-5965
 - I. Case No. 19-RC-7255
 - J. Case No. 19-RC-6395
 - K. Case No. 19-RC-13570
 - L. Case No. 19-RC-13341
 - M. Case No. 19-RC-13640
 - N. Case No. 19-RC-13389
2. The Employer recognizes that it is the responsibility of the Council to represent the employees effectively and fairly. In the event of any violation of the terms of this Agreement, the responsible and authorized representatives of the Council or the Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.
3. In the event personnel represented by HAMTC under a certification not listed herein become employed by the Employer, the respective certification shall be included in this agreement and the parties shall meet to discuss applicable Appendix A items.

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ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

UNION SECURITY/DUES CHECK-OFF/UNION REPRESENTATION

1. Payment of Union Membership Dues

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

2. Dues Deductions

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

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

B. Subject to applicable law, any such authorization shall be revocable by the individual employee as described in the form of authorization agreed to by the parties.

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

D. Indemnity Agreement

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

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

3. Remittance and Statement to the Council

The Employer shall furnish to the Council the following data:

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

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

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

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

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

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

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

4. Union Representation

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

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

Each Council affiliate shall have the right to designate Stewards as required, and the Stewards shall be recognized as the union's representative. Each designated Steward employed by the Employer shall be a qualified employee and shall perform assigned work.

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

The Employer shall recognize those Stewards selected by the Council for specified locations, crafts, or classifications. All Stewards shall be selected from employees of the Hanford Project within the bargaining unit who have received proper security clearance for the areas in which they represent employees. The Council shall give the Employer five (5) days notice of any change in Stewards.

The number of Stewards, certified at the time of the signing of this Agreement, shall be established or changed by mutual agreement between the Council and the Employer. ~~The number of steward positions that have been agreed upon between FH and HAMTC are identified in the April 23, 2007 Stewards List.~~ HAMTC will provide the Employer an official listing of stewards for all affiliates on a quarterly monthly basis.

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

Stewards will not be reassigned or excessed involuntarily, internally or externally, 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.

ARTICLE IV

NON-DISCRIMINATION

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

ARTICLE V

JURISDICTION

1. In the assignment of work, the Employer shall recognize the established seniority groups and their established jurisdiction. It is agreed, however, that employees may be temporarily assigned work outside their established seniority groups in situations, which leave the Employer no reasonable alternatives. Disputes regarding such assignments are subject to the grievance procedure, but the work shall be carried on as assigned pending the settlement.
2. The Employer shall not undertake the settlement of jurisdictional disputes or craft boundaries. Such disputes shall be settled by the Council in accordance with its established procedure. Upon receiving notice of a jurisdictional or craft boundary dispute the Council shall notify the Employer, by registered mail, of the nature of the dispute. The Employer will have ten (10) calendar days after receipt of the notice, to present a written position to the Council describing the impact on the Employer's operations. The Council will not permit any such dispute to interfere with the progress of the work. The Council shall give the Employer written notice fifteen (15) calendar days prior to the settlement becoming effective. Pending the settlement of such disputes, the work shall continue on the same basis as it was performed at the time the dispute arose. The Council recognizes that all jurisdictional agreements and awards entered into or rendered in accordance with the Council's regular procedures must be in the utmost good faith and not designed to promote ineffective working arrangements. The Council further recognizes its obligations to discuss such jurisdictional settlements and awards with the Employer pursuant to the contract, in good faith and with an authentic and meaningful spirit of cooperation and understanding.
3. If the Council claims that the Employer has violated a jurisdictional assignment as to Council affiliates, which represent the Employer's employees, it shall provide the Employer with documents supporting the Council's official position on such assignments
4. It is the Employer's intent to assign all regular maintenance work in engineering, research and laboratory facilities to bargaining unit personnel.

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

ARTICLE VI

HEALTH AND SAFETY

1. The Employer will provide safety inspections, first aid service and safety and radiation protection equipment to minimize accidents and health hazards to the employees at the plant during the hours of their employment. The Council agrees to cooperate with the Employer to the end that employees will use any required safety equipment when so provided and observe such safety and health regulations as prescribed by the Employer.
2. The Employer will set up a safety committee for the ~~Hanford Plant~~ MSA and employees will be asked to serve on the committee for a fixed period of time. The Council shall designate, to serve on the committee ~~in an advisory capacity~~, a number of employees equal to the number of Employer designees. The committee will meet at least once monthly. The Employer will, upon request, provide the Council minutes or reports of the safety committee meetings as prepared for distribution.
3. The Employer will provide for periodic medical examinations of all employees. Employees may discuss their examinations with the examining doctor. All employees covered by this Agreement will comply with safety rules and regulations established by the Employer and/or DOE covering work performed under this Agreement.
4. When an employee is involved in any industrial accident, ~~that combines~~ which may include both personal injury and radioactive and/or chemical exposure or contamination, the employee's pay is continued up to the time of his release ~~from the 300 or other Area locations~~ any location in which the employee undergoes prescribed decontamination/medical procedures. If the employee is released from an his-area prior to the end of his regular shift, he is continued in a pay status until the end of such regular shift, unless overtime premiums are involved. When in such situations the employee is directed to report to the site occupational medical facilities in Richland, or to Kadlec ~~H~~ the hospitals, or the whole body counter, he will be continued in a pay status until the end of his regular shift if he is released from the facilities mentioned above prior to the end of his regular shift or if he is working hours other than his regular shift, he will be paid at the applicable rate until such time as he is released from the facilities mentioned above, but in no event will he receive more than the equivalent of eight (8) hours pay at his straight time rate for time commencing with his leaving his area location and ending with his release from the facilities mentioned above.
5. The parties hereto recognize that the principles of ALARA will be applied to personnel exposure such that occupational radiation exposures are maintained as low as reasonably achievable, consistent with the requirements of the job and interests of the affected employees. The Department of Energy's dose limits shall provide the framework for managing personnel exposures. Consistent with this principle, the Employer will establish administrative dose control levels for all employees. The

control levels will start at an annual level of 500 mrem total effective dose equivalent (TEDE) and will require progressively increasing effort, review, and approval to exceed or extend as follows:

Administrative Control Levels

Maximum Annual Dose in MREM

TEDE	Skin Extremity	Lens of Eye	Any Organ	Approval Required to Exceed this level
500	15,000	4,500	15,000	Level 3 Line Manager, RCM (a)
1,000	22,500	6,750	22,500	Level 2 Line Manager, Radcon Director
1,500	30,000	9,000	30,000	Contractor Senior Site Executive
2,000				DOE Site Manager, DOE PSO (b)
Age x 1,000 = Lifetime total effective dose equivalent (TEDE)			Level 1 Line Manager, RCM	
(a) RCM = Radiological Control Manager; approval may be delegated within the Radiological Control Organization				
(b) PSO = Program Secretarial Officer				

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

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

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

The Employer is committed to fund HAMTC Safety representatives consistent with the work scope covered under the Employer's contract with the Department of

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Energy (DOE), as well as fund the HAMTC VPP Coordinator and/or HAMTC Health Advocate positions while employed by the Employer CHPRC.

The parties recognize that there may be changes in work scope, work assignments, and/or completion of specific projects these funded positions maintained by the Employer. In the event of such changes, the parties will meet to discuss the appropriate impacts.

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

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

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The Employer recognizes the value of employee-based natural work groups and fosters communication and input processes to address safety-related issues at all levels in the organization. In order to ensure that every employee's safety concern is heard at the appropriate level in the organization, the Employer will make certain that every employee has an avenue to provide input into the safety programs, which encourages free communication, without fear of any reprisal. These avenues, where the bargaining unit representatives participate include the President's Zero Accident Council, the Employer Zero Accident Councils, HAMTC Safety Representatives, HAMTC Health Advocate, HAMTC VPP Coordinator, Employer safety programs, management open door policy, employee concerns program, safety logs, and Stop Work Responsibility.

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

8. Continuous Wearing of Respiratory Protection

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

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

April 1, 2007

Mr. David E. Molnaa, President
Hanford Atomic Metal Trades Council
PO Box 898
Richland, Washington 99352

Dear Mr. Molnaa:

LETTER OF UNDERSTANDING

~~In July 1997, Fluor Hanford (FH), in conjunction with the Hanford Atomic Metal Trades Council (HAMTC) initiated the "Hanford Atomic Metal Trades Council Safety Representative Program." With this program, worker representatives were appointed by HAMTC, subject to approval by FH, to formally serve as safety and health representatives for the HAMTC workforce. The commitment of this program is continuing by FH and HAMTC, central to this program are the principles of worker involvement, the Voluntary Protection Program and the Integrated Safety Management System.~~

~~If you are in concurrence with this letter, please sign and return one copy to our office.~~

Respectively,

Frank A. Blowe, Director
Workforce Services, Project Support
Fluor Hanford, Inc.

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Concurrence:

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David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date: _____

FLUOR

Memorandum

To: J. H. Hanna
From: L. K. Trent

Date: February 28, 1997
Subject: HAMTC REPRESENTED WORKER
WITHIN THE SAFETY
ORGANIZATION

~~A number of initiatives are being developed within the Project Hanford Management Contract to ensure worker involvement in the safety process. This involvement includes worker participation in the development of safety program elements, review of safety issues in the work place, participation in work activities associated with implementation of the Voluntary Protection Program, and implementation of the Integrated Safety Management System.~~

~~As part of these initiatives, and as we have discussed with the HAMTC representatives and their President, Gary Muth, I would like to propose a position within my organization to be filled by a HAMTC represented worker. This job will be included in the worker involvement noted previously. We want to start with one employee but we may expand it to more if this proves to be beneficial to the organization and the workers.~~

~~The purpose of this letter is to provide the starting point for you and Gary Muth to pursue this idea as you feel appropriate. I want to offer my personal commitment to this idea. I have started a similar activity at another DOE site and have found it to be very effective. My Occupational Safety and Health Director, Dave Jackson, also fully endorses this idea and has had experience with it at another site.~~

~~Please contact me for anything more that you or Gary need from me or Dave. We will meet with you to work this idea as you request.~~

ARTICLE VII
HOURS OF WORK AND SHIFTS

1. Employees are classified as either:

- A. Straight-day workers, or
- B. Shift workers.

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

A. Straight Day Schedule:

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

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

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

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

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

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

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

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

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

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

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

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Standard Eight-Nine (8/9) Day Work Schedules

<u>Site Preferred Schedules</u>					
Shift No.	Hours of Work	Time Worked	Meal Period	Days Of Work	Workweek Begins
EN600	6:00a-3:30p	9	30 minutes	M-TH	Friday 10:00a
	6:00a-2:30p	8		F	
EN700	7:00a-4:30p	9	30 minutes	M-TH	Friday 11:00a
	7:00a-3:30p	8		F	
<u>Site Non-Preferred Schedules</u>					
EN630*	6:30a-4:00p	9	30 minutes	M-TH	Friday 10:30a
	6:30a-3:00p	8		F	
EN730*	7:30a-5:00p	9	30 minutes	M-TH	Friday 11:30a
	7:30a-4:00p	8		F	
<p>*The Site preferred schedule **Changing a group's shift arrangement for the eight nines shift from the Site Preferred schedule shall require mutual agreement between the parties. *Assignment to these schedules require mutual agreement between the parties, unless employee(s) volunteer to staff this schedule.</p>					

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

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

2. Summer “Tropical” Eight-Nine (8/9) Work Schedule

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

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

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

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

C. Four Ten Straight Day Schedule

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

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

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

7:30 am to 6:00 pm
30 minute lunch

8:00 am to 6:30 pm
30 minute lunch

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

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

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

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

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

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

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

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

30 Minute Lunch

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

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

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

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

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

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

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

The first eight nine (8/9) shift shall start between the hours of 6:00 a.m. and 7:30 8:00 a.m., the second eight nine (8/9) shift shall start between the hours of 3:30 p.m. and 5:30 p.m., and the third eight nine (8/9) shift shall start between the hours of 10:30p.m. and 12:30 a.m. All three (3) shifts will include a one-half (1/2) hour of unpaid lunch period per shift. Forty (40) hours per week shall constitute a week's work. Straight time is not to exceed nine (9) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Staggered starting times may be established for various work operations. Employees may be assigned to a straight swing or graveyard eight nine (8/9) shift that either does or does not rotate.

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

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

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A graveyard 4X10 shift shall start between the hour of 9:00 a.m. and 12 midnight and will include a one-half (1/2) hour unpaid lunch period.

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Forty (40) hours per week shall constitute a week's work, Monday through Thursday or Tuesday through Friday. Straight time is not to exceed ten (10)

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hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Staggered starting times may be established for various work operations. Employees may be assigned to a straight swing or graveyard four ten (4/10) shift that does or does not rotate.

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

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

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3. Uniform Special Shifts

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

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

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

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

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

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

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

~~B. Four Ten (4/10) Shift Schedule:~~

~~A four ten (4/10) shift schedule, if utilized, will be established in accordance with Attachment L.~~

~~C. Twelve (12) Hour Shift Schedule:~~

A twelve (12) hour shift schedule if utilized, will be established in accordance with Attachment L.

4. A “Straight Day” employee is one who is regularly scheduled to start work after 6:00 a.m. and end work before 6:00 p.m. exclusive of overtime. A “Straight Day” employee normally works Monday through Friday, but this may vary. Such shift variations made effective subsequent to the effective date of the Agreement are subject to the provisions of Section 5 below.
5. Certain employees such as Stationary Operating Engineers (SOE’s) work eight (8) hours per shift, including lunch period.
6. All new special shifts and schedules will be negotiated with the Council. It is specifically understood and agreed that the Council will not arbitrarily or unreasonably withhold its ratification of, or concurrence with special shifts and schedules established or proposed by the Company. If denied, the Council will provide in writing its reasons for not agreeing to new special shifts and schedules proposed by the Company within ~~three~~four (4) working days from the date a new special shift/schedule is proposed by the Company; failure to provide either approval or written justification for denial within the ~~three~~four days means the Company may implement the shift/schedule without incurring overtime or any other penalty.
7. ~~Unusual conditions may require the e~~Employees may 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, or which include segments of rotating shifts (i.e. swing or graveyard shift). Such assignments do not constitute shift changes, which require negotiations with the Council, provided advance notice of at least forty-eight (48) hours is given to the employees involved. Employees will not receive more than one notice of shift change in any forty-eight (48) hour period. Except in cases where an employee may be assigned to substitute temporarily for an absent employee, a change in shift assignment will be for a minimum of one workweek in duration. The return of an employee to his regular shift after temporarily substituting for an absent employee shall not constitute a shift change for purposes of this Article.
8. Employees who are instructed by supervision to work shifts not established by the provisions of this Agreement and not hereafter agreed to by the Council, where required, will be paid time and one-half (1-1/2) for such hours worked. Any claim for payment of said premium pay must be made in writing by the President of the Council within twenty (20) days from the day of the commencement of the new shift or no premium payment will be made.
9. An employee will be given a forty-eight (48) hour notice of any change of shift assignment. Failure to receive the forty-eight (48) hour notice will entitle the employee to payment of the applicable overtime rate for all hours worked on the new shift during said forty-eight (48) hour period.

10. Employees shall be paid for time actually worked computed to the nearest one-tenth (1/10) hour.
11. 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.
12. It is the intent of the Employer to maintain a work force consistent with scheduled requirements. Under such conditions, every effort will be made to provide regular employment before work is contracted outside.
13. Special Shifts:

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

14. Establishment of ~~Shifts and Temporary~~ Shift Assignments:

~~A. The Employer may continue under the provisions of Section 7, to assign employees on a temporary basis sixty (60) calendar days to standard shifts which do not rotate, or that do not rotate more than once per week, and which include segments of rotating shifts.~~

~~B.A. Generally, temporary s~~Shift assignments will be made based on the following:

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

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

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

The assignments described in ~~“A” and “B”~~ above ~~do not constitute a non-sanctioned shift, and~~ do not require negotiations with the Council prior to implementation; provided the proper advance notice is given to the employee.

ARTICLE VIII
OVERTIME AND PREMIUM RATES

1. Workday

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

2. Workweek

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

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

A. Time and one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours in a single workday.

B. Double time (2X) will be paid for all hours worked in excess of fifty-eight two (528) hours in a single work week.

~~B. Work in excess of twelve (12) hours in an employee's workday even during shift work:~~

~~1) Double time (2X) will be paid for all hours worked in excess of twelve (12) hours in a single workday.~~

~~2) Double time (2X) will be paid an employee for work performed beyond the end of his workday, during which he shall have worked in excess of twelve (12) hours as described in 1) above, if he has not been away from work at least six (6) consecutive hours before the start of his last assignment in that workday.~~

~~3) Double time (2X) will be paid an employee for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in 1) above, if he has not been away from work for at least six (6) consecutive hours before the start of his next workday.~~

~~C. Work During First Scheduled Day of Rest~~

~~Time and one half (1 1/2X) will be paid for hours worked on the employee's first scheduled day of rest within his regular workweek. Employees on their four (4)~~

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~~day rest will have the first and third day considered as the first scheduled day of rest.~~

~~D. Work During Second Scheduled Day of Rest~~

~~Double time (2X) will be paid for hours worked on the employee's second scheduled day of rest within his regular workweek. Employees on their four (4) day rest will have the second and fourth day considered as the second scheduled day of rest.~~

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

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

C. Double time (2X) will be paid for all hours worked in excess of ~~twelve (12)~~ fifty-eighttwo (528) hours in a ~~single workday work week~~.

~~1) Double time (2X) will be paid an employee for work performed beyond the end of his workday, during which he shall have worked in excess of twelve (12) hours as described in C) above, if he has not been away from work at least six (6) consecutive hours before the start of his last assignment in that workday.~~

~~2) Double time (2X) will be paid an employee for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in C) above, if he has not been away from work for at least six (6) consecutive hours before the start of his next workday.~~

~~D. Work during scheduled off Friday, Saturday, and Sunday:~~

~~1) Time and one half (1 1/2X) will be paid for hours worked on the employee's scheduled Friday off.~~

~~2) Time and one half (1 1/2X) will be paid for the first nine (9) hours of work, and work beyond nine (9) hours shall be paid at double time (2X) for hours worked on the employee's scheduled Saturday off.~~

~~3) Double time (2X) will be paid for hours worked on Sunday.~~

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

A. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of ten (10) hours in a single workday.

B. Double time (2X) will be paid for work in excess of fifty-eighttwo (528) hours in a work week.

~~A. Work in Excess of fourteen (14) hours in a workday.~~

~~Double time (2X) will be paid for all hours worked in excess of fourteen (14) hours in an employee's workday.~~

~~Double time (2X) will be paid an employee for work performed beyond the end of his workday during which he shall have worked in excess of fourteen (14) hours as described 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.~~

~~Double time (2X) will be paid an employee for work performed beyond the end of his workday during which he shall have worked in excess of fourteen (14) hours as described above, if he has not been away from work for at least six (6) consecutive hours before the start of his next workday.~~

~~B. Time and one half (1-1/2X) will be paid for hours worked on the employee's first scheduled day of rest within his regular workweek unless such work is in excess of fourteen (14) hours in the workday, which is paid at double (2X) time.~~

~~Time and one half (1-1/2X) will be paid for hours worked on the employee's second scheduled day of rest within his regular workweek unless such work is in excess of ten (10) hours in the workday, which is paid at double time (2X).~~

~~Double time (2X) will be paid for hours worked on the employee's third scheduled day of rest.~~

~~6. Call in Pay~~

~~A. Call in time differs from scheduled overtime in that the employee does not receive at least sixteen (16) hours advance notice. It is the result of an emergency condition that occurs outside the employee's regular scheduled hours and which could not be anticipated.~~

~~B. Call in time shall begin when the employee is picked up at the Richland or perimeter barricade by transportation arranged for by the Employer and ends when he has been returned to the point of pickup. Employees who are called in and instructed to report at a specific location at a definite time, and who do report as instructed, will be paid from the time they report. If regular transportation to~~

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~~the work area is available, it may be determined by supervision that special transportation would not be necessary. In such a case, the employee will be paid in accordance with established time scheduled for transporting employees to and from Richland.~~

6. Under no circumstances will an employee receive payment from the Employer while utilizing a privately owned vehicle ~~during a call in period~~ when called in for overtime work.

~~D. 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 1/2X).~~

~~E. 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 (2X).~~

7. Employees who are called in to work after having left the jobsite from their last job assignment as provided herein will receive not less than the equivalent of four (4) hours pay at their straight-time rate.

~~G. Call in payments are applicable only to work performed outside an employee's regular schedule and will not be made to employees for work performed during their regular schedule.~~

~~7. Scheduled Overtime Pay~~

~~A. Scheduled overtime differs from call in time in that the work is scheduled in advance and the employee is given notice accordingly.~~

~~B. Employees 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 an employee reports to work and ends when he has been relieved. If transportation arranged for by the Employer is required and is not immediately available, the scheduled overtime will continue until he is picked up.~~

8. Employees 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.

9. Employees who work ~~scheduled~~ overtime after completing their regular scheduled shift shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.

~~D. Employees reporting for scheduled overtime work will be provided with transportation from the bus lot if required, and regular transportation to the work area is not available and personal transportation is not used.~~

~~8. Hold Over Pay~~

~~A. Employees 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 employee is relieved of his job responsibility. If transportation is required and is not immediately available, the holdover time will continue until he is picked up.~~

~~1. Reporting Time Pay~~

10. Employees who are sent home for lack of work after reporting in accordance with their regular schedule or in accordance with instructions from their supervision will receive not less than the equivalent of four (4) hours pay at their straight-time rates.

~~11. Canceled Overtime Pay~~

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

~~112. Counting Overtime Hours~~

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

~~12. Maximum Overtime Rate~~

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

Under no combination of circumstances except as described in Section 13, Work on a Facility Closure Day; Section 6, Call In Pay; Section 9, Reporting Time Pay; Section 10, Canceled Overtime Pay; shall the total compensation to an employee exceed two (2) times the straight time rate.

13. Work on a Facility Closure Day

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

A. For work during his regular schedule, time-and-one-half (1-1/2X).

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

C. In addition, the employee may elect to draw pay from his TOWP account for the number of hours that are in his regular schedule, i.e., 8, 9, 10, or 12 hours.

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

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ARTICLE IX

TIME OFF WITH PAY (TOWP)

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1. Policy

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

2. Definitions

- A. Eligible Employee: Regular full-time and part-time HAMTC-represented Employees.
- B. TOWP Pay: Hours taken as time off will be paid at the employee's base salary rate.
- C. Composition of TOWP: V - Accrual based on years of service:

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

FCD – 80 hours

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

S/E – 56 hours

3. Accruals

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

B. Time Off With Pay is accrued when an employee receives pay from the employer for:

- 1) Days worked.
- 2) Days taken as TOWP.
- 3) When an employee takes time off without pay, but for no more than ten (10) consecutive working days.

C. TOWP is accrued by the employee only while on regular full-time ~~or part-time~~ status. When an employee's status changes from temporary to full-time with no break in continuous service, the date of hire as a temporary employee determines the employee's TOWP accrual rate.

D. An employee may accumulate up to a maximum of 2080 hours of TOWP.

4. Facility Closure Days

A. ~~Fluor Hanford, Inc.~~ MSA will be closed nine (9) days, except for essential employees.

The nine (9) facility closure days are:

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

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

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

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

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

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

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

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

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

1) For the purpose of determining days of rest on FCD's the following applies:

- a. For the Monday through Thursday schedule, the first day of rest will be Friday, the second will be Saturday, and the third will be Sunday.
- b. For the Tuesday through Friday schedule, the first day of rest will be Saturday, the second will be Sunday and the third will be Monday.

2) For the purpose of observing FCD's on days of rest, the following applies:

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- a. When a FCD falls on the first or second day of rest, it shall be observed on the last preceding regularly scheduled work day.
- b. When a FCD falls on the third day of rest, it shall be observed on the next succeeding regularly scheduled work day.
- c. When two consecutive FCD's fall on the first and second day of rest, they shall be observed on the last two preceding regularly scheduled work days.
- d. When two consecutive FCD's fall on the second and third day of rest, the first shall be observed on the last preceding regularly scheduled work day and the second shall be observed on the next succeeding regularly scheduled work day.

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3) The hours will be allocated as follows:

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- a. Up to Ten (10) hours taken from the time off with pay (TOWP) or at the option of the employee.
- b. At the employee's option, eight (8) hours taken from the TOWP and two additional hour may be worked during the week in which the holiday falls.
- c. The method in which hours will be allocated in (b) will be with management approval. The additional time worked will be paid at the straight-time rate. No overtime compensation will be paid for the additional hour or half-hours worked.

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5. Disability (Short Term)

The Company will provide the following Short Term Disability program:

- A. A Short Term Disability Insurance plan, which pays benefits for absences due to disability, which will be equal to sixty five (65%) percent of the employee's base pay rate, which is in effect on the date, the disability begins. STD payments begin on the eighth (8th) calendar day of disability and can continue through the one hundred eightieth (180th) day of disability.
- B. Employees who are on the active rolls on January 1, 1998 will be eligible for Company paid salary continuance, which can be used to supplement STD payments up to one hundred (100%) percent of base pay. Employees added to the active rolls on or after January 1, 1998 will not have salary continuance available to them.

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

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

~~1) Twenty (20) days for the employee's first full year of service plus two (2) days for each full year of service thereafter through December 31, 1997.~~

~~2) There will be no further accumulation of salary continuance days after December 31, 1997. Salary continuance hours used after that date to supplement STD will not be restored.~~

~~C. TOWP can be used to supplement STD payments to one hundred (100%) percent of pay.~~

~~D. Medical, dental and life insurance benefits can continue during the short term disability period provided the employee continues to pay the required employee premiums.~~

5. TOWP Policy Guidelines

A. Normally, TOWP time off is approved in advance by the employee's supervisor. In the case of absences due to accident, illness or emergencies, notification of supervisors is required as soon as possible.

B. The granting of single day or less TOWP will be accomplished on the basis that additional payroll premiums or operating costs will not be incurred.

C. The progress of the work must be considered in granting TOWP periods. This consideration may result in limiting the number of personnel in a crew or shift that can be off at one time.

D. Except as herein provided, seniority will prevail in the selection process for TOWP periods as outlined below.

1) At the start of the calendar year the TOWP schedule will be circulated in accordance with seniority. At least one (1) full week, which may include plant closure days, must be scheduled as a block at this time.

2) After the initial scheduling, the TOWP schedule will again be circulated, in seniority order, to reserve no more than three (3) TOWP periods of less than one (1) week.

3) After the second circulation, employees may schedule their remaining TOWP days in single day or less increments on a first come first served basis.

- E. To assure firm commitments and barring unforeseen emergencies, the scheduling of at least one (1) week of TOWP and the three (3) TOWP periods detailed in D 1) and D 2) must be completed by March 1st.
 - F. If an individual wishes to change his scheduled TOWP period, the normal procedure will be to wait until all other personnel have chosen their periods and then reschedule. However, in a case of undue hardship, the employee should state the facts [in writing to his manager on a "DSI" to his foreman](#) and consideration will be given to working out an alternate solution.
 - G. For employees that work shifts, the one (1) week or more of TOWP may be scheduled to correspond to their appropriate shift schedule.
 - H. On an individual basis exceptions may be allowed so as to permit employees to use all of their TOWP as split TOWP days. Such exceptions will be considered only in cases of undue hardship.
6. The Employer may require that TOWP for illness or accidents be supported by proper medical evidence.
7. Return to Work after Time Off With Pay Due to Illness or Injury.

An employee whose illness or injury requires hospitalization, or lasts five (5) consecutive calendar days, cannot return to work without a work clearance from Site Occupational Medical Provider.

8. Time Off with Pay Upon Termination

- A. An employee will be paid a lump sum at base salary rate for all unused TOWP accrued through the day of termination.
- B. The effective date of termination cannot be extended through the use of accrued TOWP hours.

9. Time Off with Pay Upon Leave of Absence

- A. Prior to a leave of absence, the employee may take a partial cash out or a total cash out down to a zero (0) balance. Remaining accrued hours will be frozen. Hours in frozen accounts cannot be used during the leave; however, the remaining hours may be cashed out once to a zero (0) balance. The cash out rate while on leave will be the employee's base salary rate immediately prior to the leave.
- B. TOWP hours are not earned during the leave period. Hours will begin accruing on the day the employee returns to work full time.

- C. TOWP hours may be used to supplement short-term disability benefits up to one hundred (100%) percent of the full pay rate.
- D. The effective date of a leave will not be extended through the use of accrued TOWP hours.

10. Time Off With Pay Cash Out

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

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

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ARTICLE X

JOINT LABOR MANAGEMENT COMMITTEE

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

ARTICLE XI

WORKER'S COMPENSATION

1. All Workers' Compensation claims filed that are currently receiving time loss payments prior to the ratification of this agreement shall be administered in accordance with Article XI of the 20~~XX02-FH~~[MSA](#)/HAMTC Collective Bargaining Agreement.
2. The following shall be applicable to all new Workers' Compensation claims or claims that have been reopened after ratification of this agreement.

An employee who is 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 P).

The process for the DEB will be for [MSA FH](#) 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 an employee if the employee's administratively calculated net pay while working is greater than the administratively calculated net pay while receiving time loss compensation.

This DEB will continue for a maximum of one hundred eighty (180) days per approved claim or until such disability payments from the State of Washington are ceased.

ARTICLE XII

SENIORITY

1. HAMTC represented employees who have accumulated seniority with ~~CH2M Hanford, CHPRC, ME&C, Washington River Protection Solutions (WRPS)~~, Washington Closure Hanford (WCH), Eberline Services Hanford (ESHI), ~~Parsons Hanford (PHFI)~~ and Advanced Technology and Laboratories (ATL) ~~CHG, BHI, and ESHI~~, will continue to accumulate and retain accrued seniority upon being assigned to MSA FH.
2. Employees shall be listed in seniority groups as mutually agreed upon by the Council and the Employer. As new employees are hired, they will be placed in their respective groups. The seniority groups and the classifications in the various seniority groups are set forth in Appendix A (See Article XIX).
3. Force reduction and rehiring will be made only within each classification on the basis of seniority and ability to do the available work. If reductions in force are made, employees scheduled for layoff in each group may elect, on the basis of their seniority and subject to the conditions set forth in Appendix A, to take work, if available, in a lower rated classification within their own seniority group and those with the least seniority will be laid off.
4. Employees who are unable to perform work of their classification because of temporary or permanent physical disability as determined by the occupational medical group service of the Hanford Plant 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 employees must be qualified to perform the available work and must meet the physical requirements of such jobs as determined by the occupational medical group serving the Hanford Plant.
5. In times of layoff, employees may not claim jobs in a higher rated classification within their own seniority group on the basis of seniority.
6. Seniority will be a major factor in upgrading to a higher classification in a seniority group, but ability will be given consideration, as the employee must be qualified to do the available work. Seniority and continuous service, as defined in Article XIII, do not apply to promotions to jobs outside the bargaining unit. For non-supervisory jobs, continuous service will be a major factor when considering bargaining unit candidates if all other qualifications are equal.
7. Employees in any seniority group who wish to be reassigned to another classification in a different seniority group may file their request with Industrial Relations and, as openings occur, they will be given consideration on the basis of their continuous service. Applicants for such reassignments must have satisfactory qualifications. The seniority of an employee so reassigned will continue in his former seniority group for a period of twelve (12) weeks, exclusive of any time he might be off the active payroll, unless he was reassigned due to a

force reduction in his former classification, in which case the provisions of Section Twelve (12)A of this Article will apply. During the twelve (12) week period, the reassigned employee may be returned to his former classification or a lower classification in his former seniority group, depending on his seniority in his former seniority group at the time if,

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

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

- 8. Employees new to the bargaining unit shall be considered probationary employees for six (6) calendar months from date of hire exclusive of time they might be off the active payroll, during which time they will acquire no seniority credit; however, at the end of such period, if retained, they shall be placed on the seniority list and their seniority shall start from their date of assignment to the bargaining unit. The Council may represent such employees during the probationary period.
- 9. Employees who are promoted from the bargaining unit will continue to accumulate seniority in their former seniority group for a period of six (6) months during which period the Employer may send them back if they do not make satisfactory progress, or the employees may, during the six (6) month period, elect to return to their former seniority group (provided their seniority would entitle them to jobs in their former seniority group). If neither the Employer nor the employee elects to exercise this six (6) months' option, the seniority of the employee shall be extinguished. The issue of whether six (6) months will be accumulative or successive, and deviations from the time limit will be subject to Appendix A discussions. (See Attachment B).
- 10. The rights granted by Section nine (9) shall terminate for individuals who leave the employ of the Employer at the Hanford Plant.
- 11. Rehiring following a reduction of force shall be in the reverse order of layoff. Employees offered re-employment shall be notified by certified or registered letter, return receipt requested, and mailed to the last address on record in the Employer's Employment Office. If the employee does not report or give satisfactory explanation within two (2) weeks, seniority will be extinguished.
- 12. A. Seniority shall accumulate for periods not exceeding eighteen (18) months for employees having less than ten (10) years continuous service and not exceeding twenty-four (24)

months for employees having ten (10) or more years continuous service, for absence due to reduction of force.

A. Seniority shall accumulate for periods not exceeding eighteen (18) months for absences due to:

- 1) Illness or
- 2) Leave of Absence

B. At the expiration of the applicable period, seniority shall be extinguished. Individuals subsequently re-employed shall have no starting seniority.

C. Seniority shall accumulate for periods not exceeding seventy-two (72) months for absences due to:

- 1) Act as a Council Officer for the HAMTC.
- 2) Act as a representative of any of the local unions composed at least in part of the Employer's employees and which are affiliates of the HAMTC.

13. Employees who have accepted a different job following their removal from their former classification and seniority group due to a force reduction shall accumulate seniority in their former craft or classification for a period not to exceed eighteen (18) months for employees having less than ten (10) years continuous service and not exceeding twenty-four (24) months for employees having ten (10) or more years continuous service. At the expiration of the applicable period, their seniority in their former craft or classification may be extinguished.
14. Employees within a single seniority group with multiple classifications who have elected to bump down to a lower classification within their seniority group shall not have their seniority extinguished. There are no time limits on movement back to their former classification.
15. Employees who return from leave of absence will be given re-employment on the basis of their accumulated seniority provided that reductions in force have not removed all employees with equal or less seniority in their seniority group. Reinstatement will be in their former seniority group at the going rate at the time of their return.
16. Seniority shall accumulate, as provided by Federal Laws, for absences due to Military Service.
17. Notwithstanding anything herein to the contrary, an employee may retire at his or her option as provided in the Amended Hanford Contractors Multi-Employer Defined Benefit Pension Plan for Council Represented Employees.

18. This Agreement shall continue to be applicable to retired employees who may be returned to active employment at the Hanford Plant on a temporary basis.

19. Employees with Identical Seniority Dates

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

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

20. Restoration of Seniority

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

ARTICLE XIII

CONTINUITY OF SERVICE

1. HAMTC represented employees who have accrued service credits with [CHPRC, ME&C](#), WCH, ESHI, ~~PHFI~~ ATL, [MSA](#) and ~~CH2M Hanford~~ [WRPS](#) will continue to accrue service credits upon being assigned to [MSA FH](#).
2. Definition of Terms
 - A. "Continuity of Service" designates the status of an employee who has service credits totaling fifty-two (52) or more weeks.
 - B. "Service Credits" are credits for periods during which the employee is actually at work for the Hanford Plant or for periods of absence for which credit is granted. (As provided in Section 4.)
 - C. "Absence" is the period an employee is absent from work either with or without pay (except a paid vacation period), computed by subtracting the date following the last day worked from the date the employee returns to work. Each separate continuous period away from work shall be treated as a single absence from work.
 - D. "Illness" shall include pregnancy.
 - E. "Continuous Service" designates the length of each employee's continuity of service and shall equal the total service credits of an employee who has "continuity of service."
3. Loss of Service Credits and Continuity of Service

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

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

- E. Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Employer.
- F. Is absent from work for a continuous period of more than one (1) year for any reason other than a leave of absence granted in advance.

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

4. Service Credits

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

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

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

- C. Notwithstanding the above provisions, a person who is returned to work directly from an absence of greater than one year that is classified by the State of Washington as a compensable disability absence, will have prior service credits, as well as service

credits for the first twelve (12) months of absence, restored. Up to an additional twelve (12) months service credit may be granted upon approval of the President of the Employer or the designated representative.

ARTICLE XIV

GENERAL PROVISIONS

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

ARTICLE XV

LEAVE OF ABSENCE AND MILITARY LEAVE

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

Military Service

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

Military Pay Differential

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

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

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

ARTICLE XVI

WORK CONTRACTED OUTSIDE

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

ARTICLE XVII

GRIEVANCE PROCEDURE

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

PRE-GRIEVANCE ORAL DISCUSSION

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

If the Council wishes to grieve the actions of another facility/company and there are no stewards in that location, the Site Project Steward or appropriate Chief Steward ~~a steward~~ will present the grievance to his immediate the appropriate manager of that facility/company. Industrial Relations personnel will facilitate a meeting with the grievant's immediate manager, the appropriate steward and the manager involved in the alleged violation. The Company recognizes the grievant's right to attend if requested.

STEP 1

If not settled satisfactorily in the Pre-Grievance Oral Discussion, the grievance will be reduced to writing and shall be given to a the appropriate Union Steward of the craft involved, who shall file it directly with the Employer involved with the alleged violation, who shall supply the Council with a copy. Within ten (10) days a meeting shall occur with the aggrieved employees immediate manager the appropriate union steward, the appropriate manager, and an Industrial Relations Representative to address the matter. The Company recognizes the grievant's right to attend if requested.

~~However, in the event the grievance deals with action in another facility/company, Industrial Relations personnel will facilitate a meeting with the grievant, the grievant's immediate manager, appropriate steward and the manager involved in the alleged violation.~~

The manager will give a reply in writing within ~~three (3)~~ five (5) working days after such meeting. Copies of grievance answers at Step 1 will be delivered or faxed within five (5) ~~calendar~~ working days after being signed by both parties to the Council, and the appropriate Chief Steward by Industrial Relations.

STEP 2

If not satisfactorily settled at Step 1, the written grievance shall be referred to the Council Grievance Committee, which will schedule a meeting on a monthly basis for discussion of unresolved grievances with Employer representatives. The Council shall advise the Employer regarding the grievance to be presented ~~at least five (5) days before the meeting~~ no later than the 3rd Wednesday of the month. The Employer shall give its answer to the Council within ten (10) days after completion of discussions of any grievance.

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~~A portion of time during Step 2 grievance meetings may be utilized for discussion of outstanding problems related to work assignments.~~

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

Mission Support Alliance
P.O. Box 650
Richland, Washington 99352



June 11, 2013

Mr. David E. Molnaa, President
Hanford Atomic Metal Trades Council
P. O. Box 898
Richland, WA 99352

Dear Mr. Molnaa:

STEP 2 GRIEVANCE PROCESS PROTOCOL

In an effort to maximize the effectiveness of the Step 2 process in reaching resolution of grievances, the Hanford Atomic Metal Trades Council (HAMTC) and Mission Support Alliance, LLC (MSA) agree to the following process protocol during the Step 2 meetings:

- Representatives of both parties will:
 - Present themselves in a professional manner
 - Sit at main table when presenting grievance
 - Have the ability to call a caucus
 - Educate themselves and be prepared to speak on the issue
 - Possess decision making authority towards resolution of the issue(s)
 - Agree to the order in which grievances are heard (typically coordinated between the Grievance Chairperson & the Labor Relations Representative)

- HAMTC:
 - Union will provide ~~ten (10) days~~ ^{NO LATER THAN THE 3RD WEDNESDAY OF THE MONTH} notice of grievances to be heard at the Step 2 meeting to allow ample time for both parties to prepare for meeting and to coordinate schedules with required attendees D. U. M.
6-27-13
 - Union representative presenting the grievance and/or the grievance chairperson will be the only spokesperson(s) for the grievance during the meeting
 - Input from other union representatives will not occur during the meeting, but will be communicated to the spokesperson during caucus times
 - HAMTC will provide MSA with an office/room to allow for privacy during caucus times ENGAGE TO DO.
D. U. M.
6-27-13

Mr. Molnaa
Page 49

- MSA:
 - MSA manager responsible for the grievance and/or Labor Relations Representative will be the only spokesperson(s) for the grievance during the meeting
 - Input from other MSA attendees will not occur during the meeting, but will be communicated to the spokesperson during caucus times

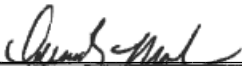
Sincerely,



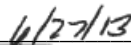
David R. Orcutt, Director
Labor Relations

db

CONCURRENCE:



Hanford Atomic Metal Trades Council



Date

ARTICLE XVIII

ARBITRATION

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

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

~~A. The discharge of an employee within their probationary period as specified in Article XII, Section 8.~~

~~B. Discharge removals made at the direction of the Department of Energy (DOE) under the terms of the Prime Contract with DOE.~~

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

8. Cost of official transcripts of arbitration proceedings shall be at the expense of the requesting party, which shall include a copy furnished to the other party and the Arbitrator.

ARTICLE XIX

WAGE AND SHIFT PREMIUM

1. Appendix A, attached hereto, contains wage scales, seniority groups, job classifications in the various seniority groups and lines of progression for each classification group as mutually agreed upon by the Employer and the Council, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
2. Employees will be placed on the progression scales at the appropriate rate of pay for their assigned classification and their rates will increase with the progression scale for their classification as set forth in, and in accordance with the provisions of Appendix A, effective as of the date of this Agreement.
3. The pay period for HAMTC represented employees shall be on a weekly basis. The Employer will endeavor to pay all wages earned during a pay period on the Friday immediately following the weekly pay period.
4. An employee may be "detailed" to a higher rated job classification and a higher rate for a period of one (1) day, on the basis of the rules of transfer, if fully qualified, and assigned to and given the full responsibility of the higher rated job for the full day.
5. Only employees qualified to perform the higher rated job and who, in most cases, are on top of the progression schedule in their present classification will be given the full responsibility of temporary assignment to a higher rated job. All other factors being equal, detailing will be assigned according to seniority. Detailing will be divided as equally as practicable among employees having the same seniority date.
6. General Wage Increase

A. Effective ~~April 1, 2002, Fluor Hanford, Inethirty (30) days from ratification of this contract the~~ Appendix A Wage Scale will be amended to reflect a general wage increase of ~~four (4%)~~one point five percent (1.5%) percent to each employee's paid wage rate and new progression schedules, job classifications and wage scales, excluding shift differential or overtime premiums.*

*Not included in this booklet.

B. Effective the first Monday of the second year of this contract a general wage increase of one point five percent (1.5%) will be added to each employee's paid wage rate.

~~B. Effective April 7, 2003, a general wage increase of four (4%) percent will be added to each employee's paid wage rate in effect on April 6, 2003.~~

~~1. In addition to the general wage increase resulting from (B.) above, a cost of living adjustment will be made. The amount of the cost of living~~

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~~adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers—U.S. City Average All Items (1982-1984 = 100), hereafter referred to as the “Index” from February 2002 to February 2003 in accordance with the following formula:~~

~~—After an increase in the Index of four (4%) percent during the measurement period, seventy five (75%) percent of the percent rise in the Index thereafter, up to but not exceeding ten (10%) percent rise in the Index will be applied to the wage rate as indicated above.~~

~~—The maximum cost of living adjustment increase that could be generated from this formula is four point five (4.5%) percent (seventy five [75%] percent of six [6%] percent).~~

~~2. The cost of living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship between the various progression step rates and the job rate will be maintained after the cost-of-living adjustment, if any, has been applied to the job rate.~~

C. Effective the first Monday of the third year of this contract a general wage increase of two percent (2%) will be added to each employee’s paid wage rate.

~~C.—Effective April 5, 2004, a general wage increase of four (4%) percent will be added to each employee’s paid wage rate in effect on April 4, 2004.~~

~~1. In addition to the general wage increase resulting from (C.) above, a cost-of-living adjustment will be made. The amount of the cost of living adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers—U.S. City Average All Items (1982-1984 = 100), hereafter referred to as the “Index” from February 2003 to February 2004 in accordance with the following formula:~~

~~—After an increase in the Index of four (4%) percent during the measurement period, seventy five (75%) percent of the percent rise in the Index thereafter, up to but not exceeding ten (10%) percent rise in the Index will be applied to the wage rate as indicated above.~~

~~—The maximum cost of living adjustment increase that could be generated from this formula is four point five (4.5%) percent (seventy five [75%] percent of six [6%] percent).~~

~~2. The cost of living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship~~

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between the various progression step rates and the job rate will be maintained after the cost of living adjustment, if any, has been applied to the job rate.

- D. ~~The parties agree that beginning February 1, 2004, for a period of sixty (60) days thereafter, this contract will be reopened for the limited purposes of negotiating wage rates to be effective in 2005 and 2006 with a wage increase floor of 2.5% for each year and health plan items (excluding pension and savings plan) for 2006 and 2007.~~

~~If at the end of the sixty (60) day period, which expires March 30, 2004, the parties do agree upon new items and conditions for wage rates in 2005, 2006 and benefit plan changes in 2006 and 2007, the contract will continue until March 31, 2007.~~

~~If at the end of the sixty (60) day period which expires March 30, 2004, the parties have failed to agree upon new terms and conditions for wage rates in 2005, 2006 and benefit plan changes in 2006 and 2007, the contract will end on March 31, 2005.~~

~~The parties agree that beginning [TBD], for a period of sixty (60) days thereafter, this contract will be reopened for the limited purposes of negotiating wage rates and health plan items (excluding pensions and savings plan) to be effective during the third year of the contract.~~

~~If at the end of the sixty (60) day period, the parties do agree upon new terms and conditions for wage rates and health plan changes for the third year of the contract, the contract will continue until the completion of the third year.~~

~~If at the end of the sixty (60) day period, the parties do not agree upon new terms and conditions for wage rates and health plan changes for the third year of the contract, the contract will expire at the completion of the second (2nd) year of the contract.~~

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- E. ~~Should the Index in its present form and calculated on the same basis as the last Index published prior to the effective date of this contract, become unavailable and if the Bureau of Labor Statistics issues a conversion table by which changes in the present Index can still be determined, the parties agree to accept such conversion table. If no such table is issued, the parties will promptly undertake negotiations solely with respect to agreeing upon a substitute formula for determining a comparable cost of living adjustment. The purpose of a new Index or conversion formula shall be to produce, as nearly as possible the same result as would have been achieved using the Index in its present form. Any such conversion table or substitute formula will retain the same maximum amount limitations set forth above in this article. If after such negotiations the parties fail to reach agreement, the~~

~~matter shall be submitted to final and binding arbitration as provided for in Article XVIII of this contract.~~

7. Shift Premium

Employees 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 seventy-five (75) cents per hour while working such shifts.

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

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

~~8. Upon ratification by the HAMTC membership and the signing of the FH/HAMTC Agreement, all regular full time employees on the payroll at the time of ratification shall be eligible for a one time payment, by separate check of one thousand two hundred dollars (\$1,200) less applicable legal withholdings. The term "regular full time employees" shall include active employees on the payroll, employees that are receiving payment from FH due to occupational injury or illness, employees on Short Term Disability and employees on Military leave. Such payment will be made to employees within thirty (30) days after ratification and signing of the FH/HAMTC Agreement.~~

ARTICLE XX

BENEFITS

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1. The following benefit plans and their general administrative rules are listed in an Insurance, Pension and Savings Agreement that has been agreed to by the Parties and is included in this Agreement (Attachment C).
 - A. Insurance Plan (Includes Medical, Life, Accidental Death and Short-term Disability)
 - B. Pension
 - C. Savings
 - D. Personal Accident
 - E. Long Term Disability
 - F. Dependent Life Insurance
 - G. Dental Assistance
 - H. Dental Plus
 - I. Vision Care
 - J. Travel Accident

2. Health Insurance Employee Contributions

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

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

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

~~————— No adjustment in deductibles and co-payments in 2008 and 2009. —————~~

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

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

4. Health Care Committee Savings Initiative

~~FH MSA~~ and HAMTC will continue a Health Care Committee comprised of a Benefit Plan Representative, a ~~FH MSA~~ Financial Representative, and an IR

Representative to explore modifications to the medical/dental insurance plans with the goal of identifying health care savings. HAMTC will have three (3) representatives on the committee. The goal of the committee is to develop/evaluate provide for ongoing communications between MSA and HAMTC on health care issues savings with specific recommendations for implementation. If implemented, a portion of the savings will be applied to offset employee contribution increases.

In the event that specific recommendations on health care items savings are identified, such items shall be implemented based upon mutual agreement of ~~Fluor Hanford~~ MSA and HAMTC.

5. Savings Plan

Employees will be allowed to increase their pre-tax contributions to the maximum permitted by statute and ERISA regulations. Employer contributions shall remain unchanged.

6. Short-Term Disability

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

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

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

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

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

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

1) Twenty (20) days for the employee's first full year of service plus two (2) days for each full year of service thereafter through December 31, 1997.

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2) There will be no further accumulation of salary continuance days after December 31, 1997. Salary continuance hours used after that date to supplement STD will not be restored.

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c. TOWP can be used to supplement STD payments to one hundred (100%) percent of pay.

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d. Medical, dental and life insurance benefits can continue during the short term disability period provided the employee continues to pay the required employee premiums.

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e. The process for payment of short-term disability (STD) shall be was modified effective October 7, 2002.

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

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

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

7. Hanford Site Pension Plan (HSPP)

A. Effective January 1, 2014, current HAMTC represented MSA employees (including MSA pre-selected and other MSA subcontractors) enrolled in the Hanford Site Pension Plan-Defined Benefit Pension Plan will move to the Enhanced Defined Contribution (401k) Plan and will no longer accrue pension benefits under the Defined Benefit Pension Plan. Accrued pension benefits earned prior to January 1, 2014 under the Defined Benefit Pension Plan will not be impacted. The Enhanced Defined Contribution Plan includes an employer contribution of 5% of employee base.

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B. Beginning January 1, 2014, participants will no longer receive pensions benefit service credit while they are out on Long-Term Disability.

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C. Current HAMTC represented MSA employees enrolled in the Enhanced Defined Contribution Plan will remain enrolled in the Plan.

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D. Employees participating in the Hanford Site Savings Plan-Defined Contribution Savings Plan will continue to be eligible for company match contributions which include a company contribution equal to 100% Company match on the first 3% of employee contributions, and a 50% match on the next 2% of employee contributions.

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E. Hiring of External Personnel

When hiring external personnel, MSA represented employees candidates selected will either become incumbent or non-incumbent employees as defined as:

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1) Incumbent Employee – Effective January 1, 2014, employees hired by MSA, who are eligible to participate, or to return to and participate, in the HSPP-Defined Benefit Pension Plan, will move to the Enhanced Defined Contribution (401k) Plan upon being hired and will no longer accrue pension benefits under the Defined Benefit Pension Plan. Accrued pension benefits earned prior to January 1, 2014 under the Defined Benefit Pension Plan will not be impacted. The Enhanced Defined Contribution Plan includes a 5% of employee base pay non-matching Company contribution.

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Employees participating in the Hanford Site Savings Plan-Defined Contribution Savings Plan and will be eligible for company match contributions which include a company contribution equal to 100% Company match on the first 3% of employee contributions, and a 50% match on the next 2% of employee contributions.

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2) Non-incumbent Employee – If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP as described in the above definition, the employee will be considered a Non-Incumbent Employee.

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For an individual being hired by MSA into HAMTC represented positions as a non-incumbent employee, the individual will be eligible to participate in the Enhanced Defined Contribution (401k) Plan. The Enhanced Defined Contribution Plan includes a 5% of employee base pay non-matching Company contribution.

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Employees participating in the Hanford Site Savings Plan-Defined Contribution Savings Plan and will be eligible for company match contributions which include a company contribution equal to 100% Company match on the first 3% of employee contributions, and a 50% match on the next 2% of employee contributions.

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

A. For Group Health and United Healthcare medical insurance plans, eligible dependent children are those under the age of 26 provided they are not in the active military.

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B. For the Willamette Dental insurance plan, eligible dependent children are those under the age of 26 provided they are not in the active military.

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C. For the Delta Dental of Washington insurance plan, eligible dependent children are your unmarried children under the age of 23 provided that you provide over 50 percent of their support and maintenance and provided they are not in the active military, employed full-time or eligible for any other group health benefits through their employer.

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D. Disabled children of all employees may continue coverage if certified disabled prior to the limiting age as listed above.

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E. Upon the death of an active employee, the surviving dependents are eligible to receive continued medical and dental coverage for a period of three months at no cost to the survivors.

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ARTICLE XXI

APPRENTICES

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

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

ARTICLE XXII

SEPARATION PAY ALLOWANCE

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

2. General

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

3. Computation of Separation Pay Allowance

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

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

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

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

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

In the event an employee elects option 1 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 the Employer 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 B1). If the employee fails to repay the total allowance during the specified time period, and notwithstanding any other provision of this Agreement, all service and seniority credits previously accumulated and continuity of service will be extinguished, and the employee will not be eligible to accrue new separation pay credits until he shall have worked for the Employer 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.

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

In the event an employee elects option C1) above, 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 the Employer 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 C1). If the employee fails to repay the total allowance during the specified time period, and notwithstanding any other provisions of this Agreement, all service and seniority credits previously accumulated and continuity of service will be extinguished, and the employee will not be eligible to accrue new separation pay credits until he shall have worked for the Employer 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.

- D. An employee who has received the total separation pay allowance for which he was eligible in accordance with B or C 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 XII and XIII of this Agreement. Such an employee 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 day of his re-employment. Upon completion of this minimum service period, new separation pay credits will accrue on the same basis as set forth in (3) above up to a maximum of twenty (20) weeks total separation pay credits which includes credit for one (1) year minimum service period.
- E. Eligibility for separation pay allowance will automatically expire for employees who leave the employment of the Employer at the Hanford Plant.
- F. In the event that responsibility for operation of part or all of the Hanford Plant is assumed by another contractor or Government agency, employees who are transferred to the employment of, or who are offered employment at positions of comparable

responsibility by such contractor or Government agency, which employment will commence within thirty (30) days after the employee is terminated or laid off by the Hanford Plant, shall not be considered as laid off or terminated for the purposes of this Article.

5. Other

- A. The provisions of this Article shall not be applicable where the Employer decides to close a Hanford Plant or an operation or layoff an employee because of the Employer's inability to carry on its operations, as a consequence of a strike, slowdown or other interference with or interruption with work participated in by employees. However, the operation of this Section shall not affect the rights or benefits already provided hereunder to an employee laid off for lack of work prior to the commencement of any such strike, interference or interruption.
- B. A grievance arising under this Article may be processed in accordance with the grievance procedures set forth in Article XVII. However, no matter of controversy concerning the provisions of this Article, the interpretation or application thereof shall be subject to arbitration under the provisions of Article XVIII hereof, except by mutual agreement

ARTICLE XXIII

NO STRIKE CLAUSE

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

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ARTICLE XXIV

LABOR ASSETS MANAGEMENT PROGRAM (LAMP)

1. The transfer of ~~FH MSA~~ HAMTC represented employees to ~~CHPRC, CH2M-ME&C HANFORD~~ and WCH, and ~~WRPS, ESHI, PHFI~~, ATL and from ~~CHPRC, CH2M ME&C HANFORD~~ and WCH, ~~ESHI, PHFI~~, ATL and ~~WRPS~~ to FH, will occur in accordance with this Article.
2. All active HAMTC represented employees shall be assigned to perform work in their regular job classification assigned to ~~a Fluor Hanford Project MSA~~ or assigned to one of the ~~its major subcontractors~~, subcontractors or affiliates of ~~Fluor MSA~~. Employees are subject to work assignments as necessary to meet the needs of the business, however, insofar as practical the Employer will be responsive to future work assignment preferences of the employees. For purposes of this Article, a "Company" refers to a ~~Fluor Hanford Project MSA~~ or a ~~major subcontractor~~, subcontractor or affiliate. Duration of, or changes in work assignments, shall be administered pursuant to the Labor Assets Management Program (LAMP).
3. Employees may be reassigned from one supervisory work group to another within the company to most effectively accomplish work needs. Barring special circumstances, volunteers from the affected supervisory work group that the reassignment will initiate from will be solicited and the senior employee will be selected. If no volunteers exist, the junior employee in the affected supervisory work group will be assigned.

FILLING ASSIGNMENT VACANCIES AND JOB OPENINGS

1. Prior to an open requisition being filled an internal only "Notice of Opening" shall be posted by way of the site-wide intranet. A notice will be sent to the HAMTC business office. This will start a ten (10) day calendar window of opportunity for employees in the ~~effected affected~~ seniority group to submit a Request for Reassignment Form (RFRRF) ~~Reassignment Request Form (RRF)~~ to their Company's Labor Assets Coordinator. The most senior employee, submitting a ~~RRFRFR~~, will then be assigned/transferred to the opening, providing he has ~~been~~ on his present assignment for at least twelve (12) months after being fully trained and qualified, and has at least two (2) years seniority.
 - A. Employees will be selected according to the rules of seniority. Exceptions may occur for reasons such as health and safety of the employees, last chance disciplinary letters, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, and circumstances of individual hardship to the employee.

B. An individual who is selected for the open position will be moved to the new work location within thirty (30) calendar days. Exceptions must be approved by the Director of Industrial Relations, [FHMSA](#), who will also provide written justification for the delay to HAMTC.

~~C. Staff the backfill (one only) with the most senior employee's [RRF-RFR](#) within [MSA](#), ~~the [FH](#)~~, [WCH](#), [ESHI](#), [CHPRC](#), [ME&C](#), [CH2M HANFORD](#), [PHFIWRPS](#) and [ATL](#).~~

D. The twelve (12) month trained and qualified requirement is not applicable if an employee has been involuntarily reassigned and/or excessed and exercises his right to LAMP within the first three months of reassignment or if mutually agreed upon by both parties.

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2. If there is a Declaration of Excess:

A. A copy of the Declaration of Excess will be provided to the Council President.

B. Excess of Position: ~~with no opening in Excessed classification:~~

- 1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
- 2) The employee identified in 1) above shall bump/displace the least senior employee in the classification across ~~[MSA](#), [FH](#), [WCH](#), [ESHI](#), [CH2M HANFORD](#), [PHFI](#), [CHPRC/M&EC](#), [WRPS](#)~~ and [ATL](#).

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C. Excess of Position with other openings in Excessed classification:
General Exception:

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- 1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
- 2) The excessed employee and the most senior employee who has put in a bid for a vacancy will be handled as follows:

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- a) If the excess employee is the most senior the open position is filled.
- b) If the employee having submitted an [RFRRRF](#) is most senior, he will be moved to the vacant job opening. The employee identified for excess will be assigned to the backfill and the process is ended.

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3. If the opening has not been filled by an employee's [RRF-RFR](#) or excess employee, the most senior qualified employee on the recall list will fill the position.

4. Persons in layoff status, if qualified, will be the first recruitment source for job openings, including entry level that might develop.
5. Candidates as referenced in Article XXV, Miscellaneous Conditions, Section 89, Recruitment Sources will be considered.
6. Consideration will be given to employees who have requested a reassignment from their current seniority group to another classification in a different seniority group, as described in Article XII, Seniority, Section 7.
7. After the above provisions have been exhausted, ~~FH~~ the Company may hire from the outside.

PROBATIONARY EMPLOYEES

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

TEMPORARY REASSIGNMENT

1. The needs of ~~FH~~ the Company may warrant that a certain work scope is of a nature that requires the expeditious mobilization of crafts to temporarily support or supplement the existing workforce of a project. When rush needs are identified, the ~~LAM Industrial Relations~~ will determine, with the company management, the availability of crafts for temporary reassignment to perform the work.
- ~~2. If it is determined that a pre-selected supplementary work force is desired to respond to rush needs, discussions will be held with the Council before such crew is established.~~
- ~~32.~~ Assignment of an employee from one ~~supervisory work group project~~ to another for a period of ~~sixty (60) -ninety (90)~~ working days or less is considered a "temporary reassignment". Temporary assignments are limited to ninety (90) cumulative days within a twelve (12) month period and may be extended upon mutual agreement between both parties. As a general guideline, management will assign employees for such assignment based on the following:
 - A. Volunteers.
 - B. Lacking volunteers, the least senior employee within the supervisory work group.
- ~~34.~~ Health and Safety of the employees, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, circumstances of individual hardship to the employee, and other factors may preclude rigid adherence to the least senior employee being assigned.

ARTICLE XXV

MISCELLANEOUS CONDITIONS

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

Working leaders will be paid five (5%) percent above the employee's current rate of pay unless otherwise noted in Appendix A. [Employees below their journeyman classification rate will receive five percent \(5%\) above their current step progression rate.](#) The Working Leader classification is not treated as a higher classification for purposes of seniority.

3. Employees will be at the place of work designated by the Employer at the starting time and shall remain at their place of work until quitting time.
4. Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. Locker and showers will be provided for as required. These facilities shall be adequately heated and cooled, and shall not be used for storing supplies, tools, or equipment.
5. Trading Days of Rest in Order to Connect such Days with Vacation

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

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

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

6. Hold Over Transportation

~~Employees may who are directed to work beyond their regular shift be held over due to the need for particular skills, or to insure job continuity or for equally good reasons. On such occasions, where~~ When a held over the employee held over requires special transportation at the conclusion of the hold-over assignment, it will be arranged by management.

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

7. Attendance of Stewards at Disciplinary Meetings

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

~~8. Continuous Wearing of Face Masks~~

~~The Employer will not require an employee to continuously wear a full face fresh air or exhaust type face mask for more than two (2) hours without there being a fifteen (15) minute period during which that employee would not be required to wear the mask. The Employer will not require an employee to continuously wear a filtered air purifying respirator with a tight fitting face piece for more than three (3) hours without there being a fifteen (15) minute period during which that employee would not be required to wear this type of respiratory protection. The three hour period shall begin when the entire work crew has donned the respiratory protection, ready to perform the job and end once the entire work crew begins to exit. The employee may elect to volunteer to exceed the 3 hour criteria above with Project management’s approval based upon the working conditions related to a specific work scope. The three hour restriction would not apply to atmosphere supplying respirators, powered air purifying respirators (PAPR) including hoods, or pressure demand respirators. The employer would not require an employee to wear such respiratory protection for greater than four (4) hours without there being a thirty (30) minute period in which that employee would not be wearing such respiratory~~

~~protection. The four hour period shall begin when the entire work crew has donned the respiratory protection, ready to perform the job and end once the entire work crew begins to exit.~~

89. Recruitment Sources

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

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

9. Temporary Employees

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

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

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

Temporary employees will not be placed on ~~10 or~~ 12 hour shifts without mutual agreement of both parties.

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

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

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

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

Temporary employees will not earn service credits, however, if a temporary employee is made regular full-time, service credits will be granted from the date of the most recent hire.

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

If qualified to do the work, employees in layoff status from the Employer or WCH, [CH2M HANFORD WRPS](#), [CHPRC](#), [M&EC](#), [PHFI](#), ATL or their successors will be given first consideration for temporary positions.

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

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

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

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

Six (6) months ~~and twelve (12) months after a workforce restructuring and at other mutually agreeable times, the parties will meet to review the use of temporary employees while full time employees are on the recall list, after the date of ratification, and at other mutually agreeable times, the parties will meet to review the history of the employment of temporaries.~~ If the use of temporaries is unsatisfactory to HAMTC ~~after twelve (12) months from the date of ratification of this Agreement,~~ the use of temporaries will be modified to provide that laid off regular full-time employees be recalled in their specific job classification as regular full-time employees prior to hiring temporary employees. The employee may decline a recall to work for a temporary period of time without forfeiting his recall rights.

~~10.41.~~ Craft Alignment Program (CAP)

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

~~The Craft Alignment Program (CAP) is intended to allow greater flexibility and therefore more effective and efficient use of the workforce. Bargaining unit HAMTC represented t~~ employees will be assigned to augment the work effort and assist the classification, which performs the main work effort, consistent with the provisions of the collective bargaining agreement.

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

A. Safety is foremost in the performance of the work.

B. Assignments will be completed using mutual assistance in the performance of work with another classification where the employee has the qualifications and can perform the work safely.

~~B.C. The employee will be paid the wage of his classification regardless of the type of work he might be performing. This is not intended to diminish the provision for "detailing" as provided in Article XIX Wage Rates, Section 4 of this Contract.~~

~~C.D.~~ Job classifications, seniority and seniority rules will be unchanged.

E. There will be no formal cross-training program into other classifications; however, incidental on-the-job training and mutual sharing of knowledge and skills, in order to accomplish the work in a more efficient and cost effective manner, will be expected.

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F. Increases or decreases in employment levels will be determined by the work-place needs for the classification involved.

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G. There will be no change in layoff procedure. If layoffs occur, they will be made within each classification on the basis of seniority and the ability to do the work within a classification.

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~~D.H. Employees will not be laid off as a result of the application of this program.~~

~~E. 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 the Employer, increases or decreases in employment levels will be determined by the work place needs for the classification involved.~~

~~F. Employees will not be laid off as a result of implementation of this program.~~

~~G. The employee will be paid the wage of his classification regardless of the type of work he might be performing. This is not intended to diminish the provision for "detailing" as provided in Article XIX Wage Rates, Section 4 of this Contract.~~

I. Compensation

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a. The Wage Progression Schedule is reflective of the four percent (4%) increase to all bargaining unit employees which was implemented between October 1992 and October 1994.

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b. The CAP will continue in full force and effect from this date and henceforth on an annual basis from year-to-year without requiring an annual review process.

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c. Either of the parties may request in writing, that a formal review of the program be conducted. If during the review process, either party cancels the program, the negotiated Wage Progression Schedule will be amended to reflect a two percent (2%) decrease of each employee's paid wage rate.

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~~H.J. After the CAP has been put into effect, d) Disputes resulting from this arrangement the application of CAP will first be addressed by an ad hoc committee consisting of, but not necessarily limited to the Chief Stewards of the affected affiliates and management representative(s). Such meetings shall not be regularly scheduled but will be convened upon the request of either party. Disputes not resolved through this committee may then be grieved per the grievance procedure contained within Article XVII – Grievance Procedure. All time limits imposed by Article XVII – Grievance Procedure will commence after being addressed by the committee.~~

~~I. 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 of each employee's paid wage rate. Details of the program cancellation and wage rate decrease to be mutually agreed to by the parties.~~

~~J. Full text of Craft Alignment shall be Attachment O.~~

112. There shall be no restrictions on work methods, techniques, production or equipment. It is the intent of the parties to perform work covered by this Agreement in the most efficient and cost effective manner possible, provided that those efficiencies are not in violation of any terms of this Agreement.

123. Employer Provided Information

- A. The Employer will furnish the Council with seniority lists of employees in the bargaining unit. Revised seniority lists will be furnished at three (3) month intervals.
- B. The Employer will give the Council President the names of employees to be laid off for lack of work prior to the time the employees are given written notification. The Council President will also be given the names of any employees who are discharged. In case of intent to discharge a Steward, the Employer shall notify the Council President immediately.
- C. The Employer will, twice each month, furnish the Council with the names, addresses (if the addresses are available), and job classification of newly hired or re-hired employees who are covered by this Agreement.
- D. The Employer shall furnish to each employee covered by the Agreement, a copy of said Agreement, and further, shall furnish a copy to each employee hired in the bargaining unit.
- E. The Employer will furnish bulletin boards for use of the Council for posting Council announcements. Data, notices, or bulletins, which the Council desires to have posted, will be routed by the Council through Employer Industrial Relations for approval, which will not be unreasonably withheld.
- F. Employees will be shown, and upon request will be provided with a copy of any records, which are to be filed in the employee's personnel folder, which involve ratings, warning notices, or other records concerning work performance.

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

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

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

13. Political Action Contribution

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

14. Commercial Driver's License (CDL)

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

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

Employees must meet all job requirements to transfer to posted openings. Employees who are selected for positions requiring a CDL, and who do not possess a CDL will normally be given thirty (30) calendar days to obtain a license prior to transferring to the open position. Additional compensation will not be given to employees upon obtaining a CDL.

15. Voluntary Reduction of Force

In the event that MSA employees on the Hanford Plant are offered a voluntary reduction of force (VROF) the Employer will seriously consider extending the VROF to bargaining unit employees, as has been our practice.

| 167. Welding Pool

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

ARTICLE XXVI

AUTHORITY

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

|

ARTICLE XXVII

SAVINGS CLAUSE

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

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ARTICLE XXVIII

DURATION

1. This Agreement shall become effective ~~the first day of April 2002~~ XXXX and shall continue in full force and effect through ~~the 31st day of March, 2005 or the 31st day of March, 2007~~ XXXX. This Agreement will continue year-to-year thereafter unless notice is given in writing by the Employer or the Council not more than ninety (90) days or not less than sixty (60) days prior to ~~March 31, 2010 or March 31, 2012~~ XXXX of its desire to modify, amend or terminate this Agreement.
2. Notwithstanding the above, this Agreement shall be terminable by the Employer prior to the expiration dates specified therein in the event that the Employer shall cease operations at the Hanford Plant of the Department of Energy under Prime Contract ~~DE-AC06-96RL13200~~ DE-AC06-09RL14728, as amended between the Employer and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice thereof to the Council.

ARTICLE XXIX

INTELLECTUAL PROPERTY AGREEMENT

Attachment I, attached hereto, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement, will be executed by each employee as a condition of employment with the [Hanford Plant Company](#).

➤ [Intellectual Property Agreement](#)

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SIGNATURE PAGE

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

For the Employer

For the Council

[Fluor Hanford, Inc. MSA](#)

HAMTC

Director [of Industrial Relations](#)

President

ATTACHMENT A
OVERTIME PROCEDURE

1. PURPOSE

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

2. METHOD OF DISTRIBUTION

- A. Employees will normally be assigned overtime work on the basis of accumulated hours within their specific overtime group (Reference Section 12). Those with the least accumulated hours will normally be assigned first and so on down the list in the order of increasing accumulated hours.
- B. In the event the Company's overtime requirement exceeds the available volunteers or if there are no volunteers, the Company may assign the overtime to be worked, beginning with the employee who has accumulated the least amount of overtime hours.
- C. It is recognized that the health and safety of employees, the progress of work, certification, security clearances, work restrictions, radiation exposure and qualifications, scheduled vacations, sick time, and personal business may preclude rigid adherence to the low man principle (volunteer) or least senior person (required) that is assigned the overtime work; however, it is the intent to assign overtime work on the basis of the low man principle or least senior person first when such factors are not present.
- D. If an employee is on approved PTB on the day immediately preceding or following their scheduled days of rest or a Facility Closure Day, they will not be contacted for overtime on their days of rest or a Facility Closure day.
- E. A separate overtime list shall be maintained for each overtime group within the classification and will report the name of each employee who is eligible for overtime assignment and their seniority order within the group(s).

F. Overtime Sign-Up/Scheduling

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

2. Voluntary Sign-up of Overtime:

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

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

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

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

a. With the exception of scheduled (16 hours advance notice) overtime, hold over overtime anticipated to extend beyond three (3) hours will be filled first through the signed-up employee list. Hold over overtime of less than three (3) hours will be assigned to those employees who have been performing the specific work scope during the preceding regular shift.

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

1) Signed-up employees within primary overtime group.

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

3) Lacking volunteers, non-volunteers within the primary overtime group will be assigned, as needed, starting with the eligible employee with the least seniority and progressing in sequence to the eligible employee with more seniority to fill the overtime need.

4) In the event additional employees are required after going through step 3, employees in the secondary (backup) overtime group will be assigned in the order described in steps 1 through 3 above.

c. It is recognized that the health and safety of employees, the progress of work, certification, security clearances, work restrictions, radiation exposure and qualifications, may preclude rigid adherence to the low man process described in section b above; however, it is the intent to assign overtime work on the basis of the low man described in section b first when such factors are not present.

d. Employees signed-up for overtime will be charged for all overtime refused. If more than one (1) shift is signed-up on a given day (i.e., days, swing, graveyard), a refusal for one (1) shift does not preclude Management from requesting overtime for other signed-up shifts that day.

1) In the event of scheduled vacation, sick time or personal business, no attempt to contact an employee will be made.

2) If an employee is on approved PTB on the day immediately preceding or following his scheduled days of rest or Facility Closure Day, he will not be contacted for overtime on his days of rest or Facility Closure Day, unless he is on the sign-up list for those days.

e. Employees not on the signed-up overtime list will not be charged for any overtime refused, but they will be charged for all overtime they work.

f. Management is obligated to make a reasonable attempt at contacting the appropriate employee for overtime.

G. Overtime shall be recorded on the basis of hours paid.

H. The intent of the overtime charging process is to equalize, as well as possible, the hours on each of the group's overtime list. An employee will only be asked and charged for a maximum of the regular straight time

hours for the assignment they refuse (e.g. if an employee refuses a nine (9) hour overtime assignment at 1.5x, they will be charged with 13.5 refused hours). Refusal of overtime for one (1) shift will not preclude an employee from being asked for overtime nor charged for refused overtime in any subsequent shift. It is not the intent of the procedure to unreasonably pyramid hours charged for refused overtime.

I. Overtime records will be brought up-to-date and made available in the work area for each group at intervals of approximately one (1) week. Overtime records should be posted in an appropriate work location.

J. An employee who has been required to work overtime may seek a substitute qualified employee from within their overtime group as their replacement to work the overtime. This must be done without interfering with ongoing work activities. The replacement must notify the overtime administrator as to who they are replacing and be present at the worksite prior to the start of the overtime work. The employee replaced will not be charged for the overtime hours.

3. ANNUAL RECORD RENEWAL

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

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

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

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

4. DELETIONS FROM THE RECORD

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

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

B. The employee is removed from payroll for any reason.

- C. The employee is absent from work a period of thirty (30) calendar days, excluding vacation.

5. ADDITIONS TO THE RECORD

A. New Hires

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

B. Job Reassignment

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

C. Removals and Additions

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

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

D. Temporary Assignment (within a classification)

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

recorded hours. Additionally, the employee remains eligible for overtime in his/her "regular" overtime group.

6. Facility Closure Days

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

7. APPRENTICE OVERTIME

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

8. TEMPORARY UPGRADES

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

9. OVERTIME MEAL

- A. Employees shall be provided with a meal and an opportunity to eat such meal on the Employer's time after completing approximately ten (10) consecutive hours of work (excluding the regular meal period) and at approximately six (6) hour intervals thereafter except as provided in C. below.
- B. Employees called in for emergency work shall be provided a meal and an opportunity to eat such meal on Employer time at approximately six (6) hour intervals thereafter except as provided in C. below.
- C. Notwithstanding the foregoing, meals will not be provided for employees in cases where the expiration of the six (6) hour period falls within one-half (1/2) hour of the time the employee is to be relieved from his work assignment.

10. OVERTIME DISTRIBUTION

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

11. OVERTIME STAFFING

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

12. OVERTIME GROUPS

~~The staffing of overtime work will be as established in the Appendix A's for the specific group/classification. follows:~~The overtime groups are as defined in each of the Seniority Groups Appendix A's.

- ~~A. The supervisory groups or the immediate work groups as established in the Appendix A's for the specific seniority group/classification.~~
- ~~B. The general area(s) within which the work group/supervisory group is located. This may involve multiple companies.~~

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- 1) ~~100 Areas~~
- 2) ~~200 Areas~~
- 3) ~~400 Areas~~
- 4) ~~300 Areas~~
- 5) ~~1100 Areas~~
- 6) ~~700 Areas~~
- 7) ~~600 Areas~~

13. TEMPORARY EMPLOYEES

Temporary employees will not be asked or required to work overtime unless the overtime work has been turned down by the regular full-time employees in the overtime area. Reference Article XXV, Section 10.

ATTACHMENT B

EMPLOYEES PROMOTED FROM THE BARGAINING UNIT

The language below regarding employees promoted from the bargaining unit shall apply to all HAMTC affiliates.

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

ATTACHMENT C

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2009 INSURANCE, PENSION AND SAVINGS AGREEMENT

BETWEEN

FLUOR HANFORD, INC. MSA

AND

HANFORD ATOMIC METAL TRADES COUNCIL

This Insurance, Pension and Savings Agreement, entered into between Fluor Hanford, Inc. MSA (hereinafter referred to as the “Company”), and the Hanford Atomic Metal Trades Council, affiliated with the Metal Trades Department, American Federation of Labor – Congress of Industrial Organizations (hereinafter referred to as the “Council”), shall be applicable to and binding upon the Company, the Council, and employees of the Company at its Hanford Plant Operations at Richland, Washington (hereinafter called “Hanford Plant”), who are represented by the Council under the 2007 FH MSA/HAMTC Agreement (hereinafter referred to as “employees”).

TITLE I

Section 1

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

Section 2

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

Section 3

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

Section 4

The Company agrees to make available to employees of [Fluor Hanford, Inc. MSA](#), a PPO Medical Plan, currently administered by United Healthcare (UHC), subject to terms and provisions which are set forth in the Summary Plan Description document.

The Company, subject to Group Health “Options” right to amend or terminate the plan on any premium due date, agrees to make available to employees the “Options” Point of Service Plan, the benefits and provisions of which are set forth in the “Options” Service Agreement provided by Group Health Cooperative (GH).

Section 5

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

Section 6

The Company agrees to make available to employees the [Fluor Hanford, Inc. MSA](#) Long Term Disability Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 7

The Company, subject to the insurance company’s right to amend or terminate the plan on any premium due date, agrees that it will make available to the employees of [Fluor Hanford, Inc. MSA](#) Dependent Life Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 8

The Company agrees that it will make available to the employees of [Fluor Hanford, Inc. MSA](#) Dental Plans, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 9

The Company agrees that it will make available to employees of [Fluor Hanford, Inc. MSA](#) a Vision Care Plan. This coverage may be a stand-alone plan. This vision coverage will not be offered to those electing alternative medical plans provided such plans include similar vision care benefits.

Section 10

The Company agrees that it will make available to the employees the [Fluor Hanford, Inc. MSA](#) Travel Accident Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 11

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

Section 12

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

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

Section 13

A claim of an employee concerning his rights under the terms of the Short Term Disability Plan, the Basic Life Insurance and Accidental Death and Dismemberment Plan, the PPO Medical Plan, the Pension Plan, the Savings Plan, the Personal Accident Insurance Plan, the Long Term Disability Plan, the Dependent Life Insurance Plan, the Travel Accident Insurance Plan, the Dental Plans, and the Vision Care Plan, may be processed in accordance with the Grievance Procedures set forth in Article XVII of the [2007 FHMSA](#) /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 14

The Company agrees that during the terms of this Agreement:

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

TITLE II – INSURANCE

Section 1

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

Section 2

- a. To the extent that during the term of this Agreement there shall be in effect any state or federal law providing for the payment to any of the employees of benefits for non-occupational sickness and accident or hospitalization, or for other health or sickness benefits, the Company without further collective bargaining may, as to such employees as shall be subject to such laws:
 - (1) Qualify the Medical Plans, Short Term Disability Plan or Long Term Disability Plan in substitution for the Plan provided by such law, if permissible, making such modification in such plans as it deems necessary or appropriate to obtain such qualifications.

- (2) Otherwise comply with such law and either exclude from the Medical Plans, Short Term Disability Plan, or Long Term Disability Plan all benefits of the nature provided by such law, or vary or amend such Plans to provide different or reduced benefits which would supplement those provided under such law.

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

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

Section 3

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

Section 4

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

TITLE III – PENSION

Section 1

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

- a. The qualification of the Pension Plan under the provisions of Section 401 or other applicable provisions of the Internal Revenue Code, and
- b. The deductibility for income tax purposes under Section 404 (a) or other applicable provisions of the Internal Revenue Code or any and all payments made by the Company under the Pension Plan, if the Company desires or is required to establish such deductibility.

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

Section 2

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

Section 3

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

Section 4

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

statutory or other obligation to supply the Council with information concerning the operation of the Pension Plan.

TITLE IV – SAVINGS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

TITLE V – DURATION

Section 1

This Agreement between the Company and the Council ~~shall become effective as of April 1, 2007 and~~ shall, subject to the terms, continue in full force and effect as to the Company and the Council until ~~March 31, 2010 or March 31, 2012 XXXX~~, except that it shall be terminable by the Company prior to that date in the event the Company shall cease to manage, operate and maintain the Hanford Plant of the Department of Energy under Prime Contract ~~DE-AC06-96RL-13200 DE-AC06-08RL14788 DE-AC06-09RL14728~~ as amended, between ~~Fluor Hanford, Inc.~~ and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice to the Council.

Section 2

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to this Agreement by their duly authorized officers and representatives this ~~28th day of September, 2007~~ at Richland, Washington.

HANFORD ATOMIC METAL TRADES
COUNCIL METAL TRADES DEPARTMENT
a subsidiary of
AMERICAN FEDERATION OF LABOR-
CONGRESS OF INDUSTRIAL ORGANIZATIONS

HAMTC represents that, pursuant to its Bylaws, it is the duly authorized bargaining Agent for all the constituent local unions having members in ~~Fluor Hanford, Inc.~~ [MSA](#) bargaining unit, and is fully authorized to execute this Agreement on behalf of

David E. Molnaa, President
Hanford Atomic Metal Trades Council

David Orcutt, [Director](#)
[Industrial Relations, MSA](#)

ATTACHMENT D-1

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~~April 1, 2007~~ ~~XXXXTBD~~

Mr. David E. Molnaa, President
Hanford Atomic Metal Trades Council
Post Office Box 898
Richland, Washington 99352

Dear Mr. Molnaa:

COMMERCIAL DRIVERS LICENSE (CDL)

Attached please find the “Memorandum of Understanding” (Attachment D-1) that reflects the ~~Fluor Hanford, Inc. MSA~~ program for Commercial Drivers License (CDL) including random drug testing. Additionally, items listed below reflect the Company position on other CDL items. This document represents the same agreement that has been in place since March 29, 1993.

A. Accommodation – Medical Reasons

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

1. Accommodation within the existing classification.
2. Accommodation within the seniority group.
3. Placement elsewhere within ~~Fluor Hanford, Inc. MSA~~.
4. A reduction in force in accordance with the terms of the collective bargaining agreement.

B. Accommodation – Non-Medical Reasons

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

1. In the case where an employee has made several attempts (more than 3 attempts) to pass the CDL test and has failed, the appropriate union chief steward, the President of HAMTC, the Director, ~~FH Workforce Services, Project Support~~ MSA Industrial Relations, (or designee) and the affected employee’s manager will review the reasons for the employee failing the testing. If this group decides that the employee has made every reasonable attempt to obtain a CDL yet is unable to, consideration will be given to maintain the employee in their existing classification and at their rate of pay.
2. In the event that an accommodation cannot be made within the existing classification, placement will be considered sequentially as follows:

- a. Accommodation within the seniority group.
- b. Placement elsewhere within the [Fluor Hanford, Inc. MSA](#).
- c. A reduction of force in accordance with the terms of the collective bargaining agreement.

C. Laboratory Tour

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

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

The Memorandum of Understanding (Attachment 1) reflects the parties agreement that if an employee who is tested under either condition tests negative and is delayed or detained beyond the end of the assigned shift, they will be “made whole” for wages.

This letter and the Memorandum of Understanding (Attachment 1) represent the agreement on CDL drug testing between [FH MSA](#) and HAMTC.

Respectfully,

David Orcutt
Director of [Industrial Relations](#)

Attachment

Concurrence: _____ Date: _____
David E. Molnaa, President
Hanford Atomic Metal Trades Council

ATTACHMENT D-2

MEMORANDUM OF UNDERSTANDING
DEPARTMENT OF TRANSPORTATION – DRUG TESTING PROGRAM
COMMERCIAL DRIVERS LICENSE

[March 29, 1993—Original](#)

[March 30, 2002—Updated](#)

[April 1, 2007—Updated](#)

This document represents the understandings and agreements between [Fluor Hanford \(FH\) MSA](#) and the Hanford Atomic Metal Trades Council (HAMTC) regarding the subject of random drug testing under the Federal Department of Transportation regulations. It is the intent of this document to comply with the Federal requirements regarding drug testing.

1. Applicability

All employees who are required to possess a Commercial Drivers License (CDL) are subject to random drug testing as outlined in the federal regulations, specifically Federal Motor Carrier Safety regulations.

2. Drug Testing Protocol

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

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

3. Random Selection Process

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

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

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

B. Payment of such rehabilitative assistance shall be in accordance with the [FHMSA](#) benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the HAMTC/[FHMSA](#) Collective Bargaining Agreement.

C. An employee who tests positive for drugs the first time will be subject to unannounced testing during the monitoring program. They will successfully participate in a mandatory follow up and monitoring program under the direction of the medical personnel of the site occupational medical provider. Such follow up monitoring will occur for a minimum of 12 months and a maximum of 24 months, as determined by site occupational medical provider.

5. Non-Suspicion Based Post Accident Testing

Employees who test positive under non-suspicion based post accident testing will be discharged from [FHMSA](#).

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

6. Reasonable Cause Testing

Employees who test positive under a “reasonable cause” situation will be discharged from employment with [FHMSA](#).

“Reasonable Cause” is defined in the regulations under section 391.85 of the Federal Regulations.

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

7. Second Time Positive Drug Tests

An employee who tests positive a second time under the CDL drug testing process will be discharged from employment with [FHMSA](#).

8. Employee Notification to Report

Employees will be notified in writing (e.g. “DSI”) by a member of [FHMSA](#) management to report to the appropriate collection site to provide a sample. Employees will report to the appropriate collection site, in accordance with supervisory instructions. An employee who is given firm notice to report and fails to report or refuses to report will be subject to disciplinary action up to and including discharge.

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

Transportation to the collection site shall be available through [FHMSA](#).

9. Consistency of Treatment

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

10. Return to Work – Rate of Pay

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

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

David Orcutt, Director
[Industrial Relations](#)

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date: _____

Date: _____

ATTACHMENT D-3

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~~April 1, 2007~~ XXXXTBD

Mr. David E. Molnaa, President
Hanford Atomic Metal Trades Council
Post Office Box 898
Richland, Washington 99352

Dear Molnaa:

DEPARTMENT OF TRANSPORTATION ALCOHOL TESTING

Attached please find the Memorandum of Understanding on the subject of random alcohol testing under the Department of Transportation's Alcohol Testing regulations. This document represents the same agreement that has been in place since December 14, 1994. Consistent with this document and to ensure a safe and drug free workplace, the following will apply:

Random Alcohol Testing – Second Time Positive Test, Non-Suspicion
Based Post Accident Alcohol Testing, and Reasonable
Suspicion/Reasonable Cause Testing

It is the Company's intention to discharge an employee who tests at a blood alcohol concentration level of .02 or greater under the Commercial Driver License (CDL) testing process. It is recognized by ~~Fluor Hanford, Inc.~~ MSA that the union does not waive its right to grieve this discipline.

The Council may indicate their concurrence by signing and returning one copy of this letter to my office.

Respectfully,

David Orcutt, Director
Industrial Relations

Attachment

Concurrence: _____ Date: _____
David E. Molnaa, President
Hanford Atomic Metal Trades Council

ATTACHMENT D-3

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DEPARTMENT OF TRANSPORTATION – ALCOHOL TESTING PROGRAM
COMMERCIAL DRIVERS LICENSE

~~December 14, 1994 – Original~~
~~March 30, 2002 – Updated~~
~~April 1, 2007 – Updated~~

This document represents the understandings and agreements between ~~Fluor Hanford, Inc.~~ ~~(FH)MSA~~ and the Hanford Atomic Metal Trades Council (HAMTC) regarding the subject of random alcohol testing under the Federal Department of Transportation regulations. It is the intent of this document to comply with the Federal requirements regarding alcohol testing. Included as part of these rules are the Final Rules published in the Federal Register dated February 14, 1994, titled “Limitation on Alcohol use by Transportation Workers,” 49 CFR Part 40 “Procedures for Transportation Workplace Drug Alcohol Testing Programs” and 49 CFR Parts 382 “Controlled Substances and Alcohol Testing.”

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

1. Applicability

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

2. Alcohol Testing Protocol

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

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

3. Random Selection Process

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

4. Random Alcohol Test, First Time Positive Test

- A. An employee required to possess a CDL who is selected for a random alcohol test and tests at a level at .02 or greater blood alcohol concentration is considered to have tested “positive” for alcohol and shall be immediately removed from work for a period of twenty-four (24) hours.

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

- B. An employee who is required to possess a CDL, is selected to provide a random alcohol test and tests at a level of .04 or greater blood alcohol concentration level shall be evaluated by site occupational medical provider for a determination as to whether further treatment/assistance is appropriate.

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

- C. An employee who is required to possess a CDL must be medically cleared to return to work by site occupational medical provider if they have tested at an alcohol concentration level of .04 or higher.
- D. An employee required to possess a CDL and who tests at a blood alcohol concentration level of .04 or greater must, in addition to being evaluated and medically cleared by site occupational medical provider to return to work, be retested and have a blood alcohol concentration below .02.
- E. An employee required to possess a CDL and who has tested “positive” for alcohol (.02 or greater blood alcohol concentration) shall be eligible for rehabilitative assistance. Payment of such rehabilitative assistance shall be in accordance with the [FHMSA](#) benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short term disability consistent with the [FHMSA](#)/HAMTC Collective Bargaining Agreement.

5. Employee Notification to Report

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

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

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

6. Consistency of Treatment

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

7. Rate of Pay - Rehabilitation

An employee required to possess a CDL and who has tested “positive” for alcohol with an alcohol concentration level of .02 or greater and receives rehabilitation treatment will remain at their current progression schedule for outpatient treatment. For employees who are placed in an inpatient treatment program will have their wage rate maintained during such inpatient program. Rehabilitation is defined as the inpatient or outpatient program. Rehabilitation does not include the monitoring and follow-up care provided by site occupational provider or any voluntary rehabilitative opportunities such Alcoholics Anonymous or group support efforts.

8. Collective Bargaining Agreement

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

| 99. Review

One year from the commencement of alcohol testing, both parties agree to review this Agreement and make adjustments that are mutually agreeable.

David Orcutt, Director
Industrial Relations

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date: _____

Date: _____

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ATTACHMENT E
HUMAN RELIABILITY PROGRAM (HRP)

~~October 1, 2004 – Original~~
~~April 1, 2007 – Updated~~

HRP 10 CFR Parts 710, 711 and 712 consolidates the Personnel Security Assurance Program (PSAP) into a single program which incorporates all the important facets into a coherent, comprehensive and concise regulation. This document represents the understanding and agreement between ~~Fluor Hanford (FH) MSA~~ and the Hanford Atomic Metal Trades Council (HAMTC) regarding HRP, ~~and supersedes and replaces existing agreements on PSAP (dated March 30, 2002) and Polygraph examinations (dated March 30, 2002).~~

1. Applicability

All employees who are in a position as defined under 10 CFR 712.10. Individuals currently in PSAP will be grandfathered into the HRP.

2. Alcohol Testing

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

3. Alcohol Testing Protocol

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

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

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

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4. Drug Testing

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

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5. Drug Testing Protocol

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

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

[FH MSA](#) will utilize the DOT "split sample" collection method.

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

6. Random Selection Process

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

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7. First Time Positive Test – Drugs OR Alcohol

A. Alcohol

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

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After at least twenty-four (24) hours, the individual shall be evaluated by, the site occupational medical provider for a determination as to whether further treatment/assistance is appropriate. On the specific day the employee is returning to work through the site occupational medical provider, and if the employee is

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

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

B. Drugs

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

8. Benefit Access/Rehabilitation Access

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

9. Second Time Positive Alcohol or Drug Test

- A. An employee who tests “positive” a second time under the random alcohol testing process within 36 months will be discharged from employment with FH CHPRC.
- B. An employee who tests “positive” a second time under the random drug testing process will be discharged form employment with [FH MSA](#).

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10. Reasonable Cause/Reasonable Suspicion Testing

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

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11. Employee Notification to Report

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

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

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

Transportation to the collection site shall be provided through [FHMSA](#).

12. Job Reassignment

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

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A. If the security clearance on the employee is administratively terminated the employee will be reassigned to a non-HRP position within the project provided that security clearance requirements allow for unescorted and unrestricted access.

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B. If security clearance requirements do not allow for unescorted or unrestricted access within the project, the employee shall be reassigned to

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a job within their classification that is a non-HRP position within [FHMSA](#). HAMTC and [FHMSA](#) representatives will meet to decide on placement of the employee within [FHMSA](#).

C. Both [FHMSA](#) and HAMTC recognize that a reasonable time frame for reassignment exists. In order to identify a proper reassignment, the employee may be placed in a non-HRP area for up to thirty (30) days until permanent placement is made. If additional time is necessary to identify a reassignment, management will review each request on an individual basis. If such request is honored, the temporary placement period shall be no longer than thirty (30) additional days. During these time periods, an employee is eligible to bid on non-HRP positions.

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

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13. Return to Work – Rate of Pay

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

14. Psychological Testing

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

15. Polygraph Testing (Counterintelligence Polygraph Examination)

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

Failure or refusal to achieve or maintain this HRP qualification (excluding temporary restrictions) by an incumbent or HRP incumbent employee as defined below, will require

reassignment of the employee within their respective classification/seniority group as per the Polygraph Job Reassignment section of this Agreement.

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

Employee Status

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

16. Polygraph Job Reassignment

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

- A. The employee shall be placed in an open position in their respective classification/seniority group, provided the individual can meet the security clearance requirements for the unescorted and unrestricted access in their new position as outlined below:
 1. Supervisory Work Group
 2. Current Project Organization
 3. Other [Fluor Hanford MSA](#) Projects
 4. Site Wide Openings
- B. In the event that the employee is unable to be placed under “A” above, LAMP requests will be reviewed. The senior LAMP individual and the displaced HRP employee shall exchange positions.
- C. In the event that the employee is unable to be placed under “A” or “B” above, the employee will be allowed to exercise their seniority rights for displacing the least senior employee who is in a non-HRP position within their respective classification/seniority group.
- D. The Companies and the Union recognize that a reasonable time frame for reassignment exists. In order to identify a proper reassignment, the employee may be placed in a non-HRP area for up to thirty (30) days. If additional time is

necessary to identify a reassignment, management will review such requests on an individual basis. If such requests are honored, the temporary placement period shall be no longer than sixty (60) additional days.

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

E. [FHMSA](#) will consider a trade arrangement with other employees from the same seniority group before bumping another employee as provided for in “C” above.

F. In the event that backfilling a HRP position is necessary, individuals who have submitted a LAMP request will be the first considered.

17. Voluntary LAMP

[FHMSA](#) will advise LAMP candidates through the LAMP positing process of the HRP requirements, which will include polygraph testing.

18. Polygraph Non-Incumbents

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

19. Change of Standards

If, during the term of this Agreement, the requirements as outlined in DOE Order 472.1C, Personnel Security Activities; CFR Title 10, Part 707, Workplace Substance Abuse Programs at DOE Sites and 10 CFR Parts 710, 711 and 712, Human Reliability Program are modified so as to impose more or less stringent requirements, the modified standards shall apply. The Company will meet and discuss the impact of the modified standards with HAMTC prior to implementation of such modified Standards.

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20. Collective Bargaining Agreement

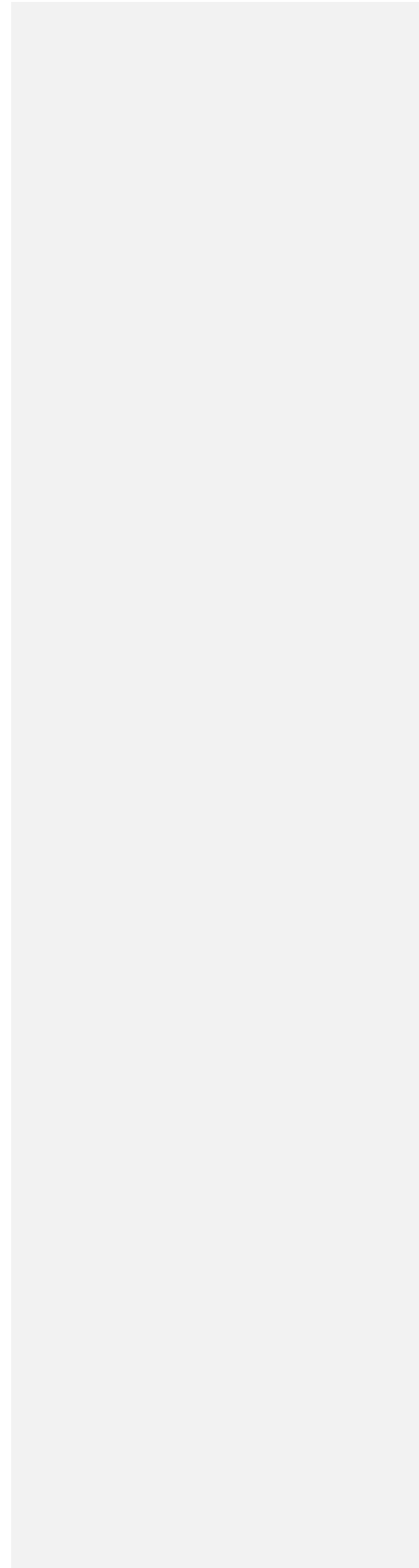
Although [FHMSA](#) and the Hanford Atomic Metal Trades Council have reached an agreement on the Human Reliability Program, such agreement does not preclude HAMTC in representing its members from filing a grievance under Article XVII of the Collective Bargaining Agreement.

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CONCURRENCE:

David Orcutt, Director
| [Industrial Relations](#) _____ Date

David E. Molnaa, President
| Hanford Atomic Metal Trades Council _____ Date



ATTACHMENT G

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April 1, 2007 ~~XXXXTBD~~

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Mr. David E. Molnaa, President
Hanford Atomic Metal Trades Council
P. O. Box 898
Richland, WA 99352

Dear Mr. Molnaa:

LABOR ASSETS MANAGEMENT PROGRAM

~~During the negotiation discussions regarding Article XXIV—Labor Assets Management Program (LAMP), the Council expressed a concern that undue delays in training are occasionally experienced, which extended the ‘time on assignment before reassignment is allowed’ beyond a reasonable period. If the Council will inform Industrial Labor Relations of such undue delays, the issue will be investigated and correction, if warranted, will be made.~~

~~The Council also expressed a position that held that an employee who is “forced” to an assignment should not be required to remain in the assignment for twelve (12) months after having attained the required certification/qualifications. The Employer is willing to allow such employee to be reassigned in a shorter period of time if both parties, HAMTC and the Employer are in agreement.~~

~~When an employee transfers under the LAMP, undue delays in training may occasionally be experienced, which could extend the time on assignment before reassignment is allowed beyond a reasonable period. If the Council will inform Industrial Relations of such undue delays, the issue will be investigated and if warranted, correction will be made.~~

Respectfully,

David Orcutt, Director,
Industrial Relations

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ATTACHMENT H

| [April 1, 2007 XXXX](#)

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Mr. David E. Molnaa, President
Hanford Atomic Metal Trades Council
P. O. Box 898
Richland, WA 99352

Dear Mr. Molnaa:

WORK CONTRACTED OUTSIDE

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

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

Respectfully,

| [David Orcutt](#), Director
| [Industrial Relations](#)

Attachment

MANAGER - PROCUREMENT

1. Receive and review all requests for procurement actions (usually fabrication and/or services) that might affect the HAMTC-represented employees and that are or are not accompanied by a completed “Turndown” document that assigns the work to offsite resources.
2. Ensure that the Industrial Relations Office has approved the “Turndown” document before proceeding with procurement actions.
3. A change in the description of the Request for Procurement Action, before the purchase order is placed offsite, must be reviewed with the Industrial Relations Office and the HAMTC before further action is taken. A second “Turndown” may be required.
4. After the purchase order has been placed, any instances where the offsite work is to be modified in scope, quantity, specifications, delivery date, etc., must be referred to the Industrial Relations Office and the HAMTC for review before agreeing to such modification.
5. Direct questions and/or challenges to the Industrial Relations Office or designee of Industrial Relations.

INDUSTRIAL RELATIONS OFFICE

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

TURNDOWN CHECK SHEET

Description of the work:

Are the following elements available to do the work?

	Yes	No
Personnel	_____	_____
Including Temporaries	_____	_____
Including CAP	_____	_____
Equipment/Facilities	_____	_____
Technology (skills)	_____	_____

Ability to meet the required completion date of _____ (If unable to meet the required completion date, the "customer" will reconsider the date to ensure it is realistic and valid.)

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

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

_____	_____
Date	Time

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

	Yes	No
Is the alternate solution acceptable?	_____	_____

Why not?

Assigned to Plant Forces	Date _____	_____	_____
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Assigned to Offsite Resources	Date _____	PO# _____
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Name and Title _____	Date _____
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Approved _____	_____
Industrial Relations Office	Date

TRACKING THE OFFSITE WORK

Purchase Order _____

This record will be maintained for each purchase order that was placed as a result of bargaining unit work turndown.

1. When was the order placed offsite and with whom?
2. Promised delivery date.
3. Actual delivery date.
4. Was the delivered product reworked by HAMTC-represented employees?
(HAMTC to provide this information.)

Yes	No
_____	_____
5. Was there a negotiated revision of the scope of work or the delivery date?
If so, describe.

Did this necessitate another turndown?

_____	_____
-------	-------

Was a review made by the Industrial Relations Office or his designee and the HAMTC?

_____	_____
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ATTACHMENT I

Fluor Hanford
Mission Support Alliance, LLC

INTELLECTUAL PROPERTY AGREEMENT

AGREEMENT made by and between Fluor Hanford, Inc.; Mission Support Alliance, LLC, a Washington corporation, having a place of business at the Hanford Site in Richland, Washington (hereinafter referred to as the "COMPANY"), and being a subsidiary of the Fluor Corporation, a California corporation (hereinafter referred to as "Fluor" and

(Employee Name and Payroll Number)

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

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

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

3. I will not disclose to or induce the COMPANY, ~~Fluor or companies, which Fluor owns or controls~~ to use confidential information or trades secrets of others.
4. During my employment with the COMPANY and thereafter, I will treat all confidential information as secret and I will never use or disclose or authorize anyone else to use or disclose such confidential information except as is expressly permitted by the COMPANY in performance of my designated duties to the COMPANY. I will diligently protect all confidential information against loss by inadvertent or unauthorized use of disclosure.
5. All developments are the property of the COMPANY and I hereby assign to the COMPANY all my rights to such developments in all countries.
6. In addition to other rights or remedies the COMPANY may have, the COMPANY ~~and Fluor~~ shall have a perpetual, royalty-free, nonexclusive license to fully utilize for any purpose all inventions, computer programs, copyrights made, conceived, or authored by me, alone or jointly with others, within one year of termination of my employment with the COMPANY, related to work I performed during my tenure of employment with the COMPANY and which utilized confidential information.
7. I will promptly submit to the COMPANY written disclosure of all inventions, whether or not patentable, which are made or conceived by me, alone or jointly with others, while I am employed by the COMPANY.
8. Upon request by the COMPANY at any time during my employment with the COMPANY and thereafter I will:
 - a. Submit to the COMPANY written disclosures of all intellectual property made, conceived, or authored by me, alone or jointly with others, while employed by the COMPANY, and
 - b. Provide proper assistance and execute all paper deemed by the COMPANY to be necessary to preserve legal protection for all developments without charge to the COMPANY, but at the expense of the COMPANY.
9. All written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my employment, shall be the property of the COMPANY and shall be delivered to the COMPANY upon termination of my employment or at any other time upon request.

10. I hereby waive any claim for award or compensation under the provisions of the Atomic Energy Act of 1954, as amended, with respect to any development made or conceived in the course of or under any contract with any agency of the United States Government.
11. In order to ensure compliance with the COMPANY's contractual obligations to the United States Department of Energy (hereinafter referred to as "DOE") and with the COMPANY's conflict of interest procedures, I agree as a condition of my employment or continued employment with the COMPANY that I shall not undertake or continue in any consultant or other comparable employment services without first disclosing such proposed services to the COMPANY and obtaining the COMPANY's written approval. The term "consultant or other comparable employment services" as used in the paragraph shall mean those services performed for another DOE contractor in the same or related energy field or another organization which entail the rendering of expert or professional advice and which are likely to conflict with the activities or interest of the COMPANY or DOE.
12. The law of the State of Washington will govern the interpretation, validity and effect of the Agreement without regard to its place of execution or its place of performance. Should I violate this Agreement, inadvertently or otherwise, I acknowledge that irreparable harm could result to the COMPANY and that the COMPANY shall be entitled to any remedy, legal or equitable, to correct any harm which results from such violation.
13. This Agreement may not be superseded, amended, or modified except by written agreement signed by me and the General Counsel of the COMPANY or his or her delegate.
14. If any provision of this Agreement is held to be unenforceable for any reason, it shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of the Agreement shall be deemed valid and enforceable to the fullest extent possible. If the COMPANY decides not to exercise any of its rights under this Agreement or to take no action against any violation, such decision shall not affect the exercise of such right or taking of any action at another time.
15. There is no other agreement or restriction, which prevents the performance of my duties under this Agreement.

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

By _____
(Employee)

Date _____

ATTACHMENT J

FLUOR HANFORD, INC.
MSA
GROUP HEALTH OPTIONS, INC.
GROUP HEALTH NORTHWEST/OPTIONS
SUMMARY OF EMERGENCY AND TRAVEL BENEFITS

Definitions:

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

Emergency – If a prudent person would believe there is a life-or-limb threatening event or illness and seeks emergency care, it will be covered. Examples of an emergency might include serious breathing difficulties, unconsciousness, uncontrolled bleeding, major burns, crushing chest pain, or convulsions. In the event of a medical emergency, someone should call 911 or the local emergency number. Once the immediate situation is under control, it is very important to contact your Primary Care Provider. If you are out of town, you may also call the Group Health Cooperative Consulting Nurse at 1-800-~~826-3620~~297-6877, or (509) 324-6464 collect. Out of the country call collect at 001-206-901-4636.

Urgent Care – Urgent care is covered for conditions that are not life-or-death, but must be resolved quickly to prevent them from becoming more serious. Sprains, small lacerations, respiratory ailments, or fever are examples of conditions, which may require urgent care. If you are out of town please call the Group Health Cooperative Consulting Nurse at 1-800-~~826-3620~~297-6877. In many areas, the consulting nurse can direct you to an affiliated facility where you may receive care and make your regular co-payment.

Kaiser Permanente – Group Health Cooperative and Group Health Options members will be able to use Kaiser Permanente clinics and hospitals when traveling or living temporarily (up to 90 days), or the reciprocity program for those living in areas served by Kaiser Permanente (currently 15 states and Washington, D.C.).

Important Health Plan Information:

Customer Service 1-888-901-4636 info@ghc.org	Consulting Nurse 1-800- 826-3620 297-6877	Notification Line when you're admitted to a non-Group Health hospital. 1-888-457- 3516 9516
When out of the country Please call during regular Business hours	Group Health Travel Advisory Service (206)326-3488 1-800-562-6300, ext. 3488	

ATTACHMENT K

**SENIORITY GROUPS/LOCAL UNIONS
Hanford Atomic Metal Trades Council**

Seniority Group	Job Titles	Local Unions
001	Storekeepers	Teamsters, Local 839
002	Locomotive Engineers Conductors Switchmen	Operating Engineers, Local 280
004	Nuclear Chemical Operators Operator Trainees D&D Workers	United Steel Workers Local 12-369
005	Stationary Operating Engineers Chlorinators	Operating Engineers, Local 280
008	Auto Mechanics-Jrn. Auto Mechanics – Appr. Automotive Machinists – Jrn.	Machinists, Local 1951
008B	Auto Parts Handlers	Machinists, Local 1951
009	Heavy Duty Mechanics	Operating Engineers, Local 280
009A	Heavy Equipment Parts Handlers	Operating Engineers, Local 280
010	Diesel Electric Locomotive Mechanics	Operating Engineers, Local 280
011	Sheetmetal – Jrn. Sheetmetal – App.	Sheetmetal Workers, Local 5566
012	Track Inspectors Track Equipment Operators – I Trackman	Operating Engineers, Local 280
013	Crane Operators	Operating Engineers, Local 280
013A	Oilers (Heavy Equipment)	Operating Engineers, Local 280
013B	Heavy Equipment Operators	Operating Engineers, Local 280
014	Heavy Truck Drivers Lube and Tiremen Servicemen	Teamsters, Local 839
015	Carpenters – Jrn.	Carpenter/Millwrights, Local 2403
016	Janitors Floor Servicemen	Operating Engineers, local 280
018	Laboratory Instrument Specialists Instrument-App.	IBEW, Local 77

021	Linemen Assistant Linemen	IBEW, Local 77
022	Electricians-Jrn. Electricians-App.	IBEW, Local 77
22A	Substation Operators	IBEW, Local 77
22C	Substation Electricians	IBEW, Local 77
22D	Meter Relay Technicians	IBEW, Local 77
023	Millwrights-Jrn. Millwrights-App.	Carpenter/Millwrights, Local 2403
024	Plumber Steamfitter-Jrn. Plumber Steamfitter-App.	Plumber/Steamfitters, Local 598
025	Painter/Carpet Installer-Jrn. Painter-Jrn.	Painters, Local 427
029	Locksmith and Safemaster-Jrn. Locksmith and Safemaster-App.	Machinists, Local 1951
031	Cement Finisher-Plasterer-Jrn. Cement Finisher-Plasterer-Trn.	Plasters and Cement Masons Local 478,528
032	Master Process Crane Operators Crane Operators	Operating Engineers, Local 280
033	Boilermakers-Jrn. Boilermakers-App.	Boilermakers, Local 242
034	Glazier/Glassworker-Specialist Glazier/Glassworker-Jrn.	Painters, Local 427
035	Ironworker/Riggers-Jrn.	Ironworkers, Local 14
037	Insulators-Jrn. Insulators-App.	Insulators, Local 120
038	Sign Painters-Jrn.	Painters, Local 427
039	Machine Shop Stock & Tool Attend. Stock and Tool Attend.	Machinists, Local 1951
040	Welders	Welding Pool
041	Firefighters-Platoon Firefighters-Platoon-EMT Firefighters-Area Firefighters-Area-EMT Firefighters-Paramedic Firefighters-Paramedic-Platoon Paramedic-Platoon	IAFF, Local 1-24
049	Machinists-Jrn. Machinists-App. R&D Machinists	Machinists, Local 1951
054A	Radiological Control Technicians	IBEW, 984
055	Auto Body Repair/Painter-Jrn.	Machinists, Local 1951
056	Material Coordinators	United Steel Workers, Local 12-369
060	Chemical Technologies-Sr. Chemical Technologists	United Steel Workers, Local 12-369
062	Industrial Hygiene Technicians	IBEW, Local 984

063	EDS Hot Cell Technicians	United Steel Workers, Local 12-369
B00	Sr. Operations Personnel-Lead Sr. Operations Personnel Sr. Tape Librarian Data Entry Personnel Data Center Lead Personnel	United Steel Workers, Local 12-369
B18	Instrument Specialists-Master Craftsmen Instrument Specialists	IBEW, Local 77
B19	Sr. Reproduction-Lead Reproduction-I Reproduction Operator-Lead Reproduction Operator Copy Camera Operator Stock Attendant-Bindery Operator	Operating Engineers, Local 280
B22	Communication Specialists-Master Craftsmen Communication Specialists	IBEW, Local 77
B59	Switchboard Operators	IBEW, Local 77

ATTACHMENT L

MEMORANDUM OF UNDERSTANDING

UNIFORM ~~10-AND~~ 12-HOUR SHIFT SCHEDULES

UNIFORM SHIFTS

Uniform ~~10-and~~ 12-hour shift schedules, to be used if such schedules are developed subsequent to this date. The ~~10-and~~ 12-hour shift schedules, as proposed by Fluor Hanford, Inc. on March 15, 1999, will be recognized as the uniform shifts. All current ~~10-and~~ 12-hour shifts will be grandfathered.

Process for the review and approval of ~~10-and~~ 12-hour shift schedules:

- When the interest or need to establish a ~~10-hour-or~~ 12-hour shift is identified, management will meet with the HAMTC to discuss the issue.
- Management and the Union will meet to discuss various aspects of the shift such as schedule and duration.
- If the Union agrees to the shift, the shift will commence thirty (30) days from the agreement unless management and the Union mutually agree to another starting date. (All starting dates coincide with the beginning of a pay period.)
- A letter of agreement will be generated for signatures of the parties that will include shift starting and quitting times and duration, if specified.
- If the Union wants to cancel the shift, the HAMTC will notify the Company in writing. A meeting will be scheduled within five (5) working days of receipt of letter to discuss issues related to the shift and proposed cancellation. If the Union still wants to cancel the shift, the shift will end thirty (30) days from the meeting unless otherwise mutually agreed to by the parties.
- If management wants to cancel the shift, the above process will be applicable.
- Hardship cases concerning working a ~~10-hour-or~~ 12-hour shift will be considered on an individual basis.

The following shifts are the recognized uniform ~~10-and~~ 12-hour shift schedules:

1. ~~10-Hour Shift~~

~~A. The first four ten (4/10) shift shall start between the hours of 6:00 a.m. and 8:00 a.m., and the second four ten (4/10) shift shall start between the hours of 4:30 p.m. and 6:30 p.m. Both shifts will include a one half (1/2) hour of unpaid lunch period per shift. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Starting time will be designated by the Employer; the Union will be advised of the starting time. Staggered starting times may be established for various work operations.~~

~~The work schedule may be either Monday through Thursday or Tuesday through Friday. For the Monday through Thursday schedule, the first day of rest will be Friday, the second will be Saturday, and the third will be Sunday. For the Tuesday through Friday schedule, the first day of rest will be Monday, the second will be Saturday, and the third will be Sunday.~~

~~The workweek will begin and end at midnight Sunday night.~~

~~B. Overtime and Premium Pay~~

~~Time and one half (1 1/2X) will be paid for hours in excess of ten (10) hours in a single workday.~~

~~Work in excess of fourteen (14) hours in a workday:~~

~~Double time (2X) will be paid for all hours worked in excess of fourteen (14) hours in an employee's workday.~~

~~C. Facility Closure Day (FCD) on Days of Rest~~

~~For employees on approved 4x10 special shift, the following applies:~~

~~1) For the purpose of determining days of rest on FCD's the following applies:~~

~~a. For the Monday through Thursday schedule, the first day of rest will be Friday, the second will be Saturday, and the third will be Sunday.~~

~~b. For the Tuesday through Friday schedule, the first day of rest will be Saturday, the second will be Sunday and the third will be Monday.~~

~~2) For the purpose of observing FCD's on days of rest, the following applies:~~

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- a. ~~When a FCD falls on the first or second day of rest, it shall be observed on the last preceding regularly scheduled work day.~~
- b. ~~When a FCD falls on the third day of rest, it shall be observed on the next succeeding regularly scheduled work day.~~
- c. ~~When two consecutive FCD's fall on the first and second day of rest, they shall be observed on the last two preceding regularly scheduled work days.~~
- d. ~~When two consecutive FCD's fall on the second and third day of rest, the first shall be observed on the last preceding regularly scheduled work day and the second shall be observed on the next succeeding regularly scheduled work day.~~

D. ~~4x10 FCD hours will be allocated as follows:~~

- 1) ~~Up to ten (10) hours taken from the PTB account at the option of the employee.~~
- 2) ~~At the employee's option, up to eight (8) hours taken from the PTB account and two (2) additional hours may be worked during the week which the FCD falls.~~
- 3) ~~The method in which hours will be allocated in (D.2) will be with management approval. The additional time worked will be paid at the straight time rate. No overtime will be paid for the additional two (2) hours worked.~~

E. ~~For employees on the 10 hour shift schedule, the following applies:~~

- 1) ~~For work during his regular schedule, time and one half (1.5X)~~
- 2) ~~For work outside his regular schedule, double time (2X)~~

~~For purposes of this section, the FCD begins at the beginning of the work day on the day of the FCD and ends twenty four (24) hours later.~~

21. 12-Hour Shift

A. Section I: General Provisions

This Agreement replaces the following portions of the 2002 FH/HAMTC Collective Bargaining Agreement:

- Article VIII, Overtime and Premium Rates, in its entirety.
- Other provisions of the General Agreement that are in conflict with the terms of this Agreement.

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

B. Section II: Schedule of Hours

1) Workday

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

2) Workweek

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

3) Schedule of Hours

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

The employees will work on a schedule made up of day shifts and night shifts: A, B, C, and D. The Employer will determine the exact beginning and ending times. There is a thirty (30) minute unpaid lunch period.

C. Section III: Overtime and Premium Rates

1) ~~Work In Excess of Fourteen (14) Hours In A Workday~~

~~Double time (2X) will be paid for all hours worked in excess of fourteen (14) hours in an employee's workday.~~

Time and one-half (1-1/2X) will be paid for all hours worked in excess of twelve (12) hours in an employee's workday.

2) Work in Excess of ~~Fifty Eight (58)~~ Forty (40) Hours in a Workweek

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~~Time and one half (1.5X) Double time (2X)~~, will be paid for hours worked in excess of ~~fifty eight (58) forty (40)~~ hours in the workweek.

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3) ~~Days of Rest~~

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

43) Counting Overtime Hours

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

54) Work on a Facility Closure Day

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

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

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

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

6) ~~Call-In Pay~~

~~a) Call in time differs from scheduled overtime in that the employee does not receive at least sixteen (16) hours advance notice. It is the result of an emergency condition that occurs outside the employee's regular scheduled hours and which could not be anticipated.~~

~~b) Call in time shall begin when the employee is picked up at the Richland or perimeter barricade by transportation arranged for by the Company and ends when he/she has been returned to the point of pick up. Employees who are called in and instructed to report at a specific location at a definite time, and who do report as instructed, will be paid from the time they report.~~

5. Under no circumstance will an employee receive payment from the Company while utilizing a privately owned vehicle when called in for overtime work during a call-in period.
 - ~~d) For hours worked during the period commencing at the time of the start of the regular day shift schedule 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 1/2X).~~
 - ~~e) For hours worked during the period commencing at 11:30 p.m. and ending at the start time of the regular day shift schedule, call-in payment will be at the rate of double time (2X).~~
6. Employees who are called in to work after having left the jobsite from their last job assignment as provided here will receive not less than the equivalent of four (4) hours' pay at their straight-time rate.
- ~~7. Call-in payments are applicable only to work performed outside an employee's regular schedule and will not be made to employees for work performed during their regular schedule.~~
- ~~7) Scheduled Overtime Pay~~
 - ~~a) Scheduled overtime differs from call-in time in that the work is scheduled in advance and the employee is given notice accordingly.~~
 - ~~b) Employees who are required to work scheduled overtime will receive at least sixteen (16) hours definite notice except in extremely unusual cases.~~
 - ~~e)a) Scheduled overtime shall begin when an employee reports to work and ends when he/she has been relieved. If transportation arranged for by the Company is required and is not immediately available, the scheduled overtime will continue until he/she is picked up.~~
7. Employees 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.
8. Employees who work scheduled overtime after completing their regular scheduled shift shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
 - ~~d) Employees reporting for scheduled overtime work will be provided with transportation from the bus lot if required.~~

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~~8) Hold Over Pay~~

- ~~a) Employees who are held over after working through their regular schedule shall be paid at the applicable overtime rate.~~
- ~~b) Holdover time shall end when the employee is relieved of his job responsibility. If transportation is required and is not immediately available, the holdover time will continue until he/she is picked up.~~

~~9. Reporting Time Pay Employees who are sent home for lack of work after reporting in accordance with their regular schedule or in accordance with instructions from their supervision will receive not less than the equivalent of four (4) hours pay at their straight-time rates.~~

~~10. Employees who are given firm notice to report for call in or scheduled overtime shall receive an amount equivalent to two (2) hours' pay at their straight-time rates if such notice is canceled after they have completed their last regular schedule prior to starting time of such overtime assignment. Employees will likewise be expected to fulfill their overtime commitments.~~

~~10) Canceled Overtime Pay~~

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

~~11) Maximum Overtime Rate~~

~~Under no combination of circumstances, except as described in Item 5., Work on a Facility Closure Day; 6.f), Call In Pay; 9., Reporting Time Pay; and 10., Canceled Overtime Pay, shall the total compensation to an employee exceed two times (2X) the straight time rate.~~

~~11. Overtime pay for any hour excludes that hour from any other overtime payment on any other basis, thus eliminating pyramiding under any provision of this Agreement.~~

~~12) Overtime Meals~~

- ~~a) Employees shall be provided with a meal and an opportunity to eat such meal on Company time after completing approximately ten (10) consecutive hours of work (excluding the regular meal period) and at~~

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~~approximately six (6) hour intervals thereafter except as provided in e) below.~~

~~b) Employees called in for emergency work shall be provided a meal and an opportunity to eat such meal on Company time at approximately six (6) hour intervals except as provided in e) below.~~

~~c) Notwithstanding the foregoing, meals will not be provided for employees in cases where the expiration of the six (6) hour period falls within one half (1/2) hour of the time the employee is to be relieved from this work assignment.~~

123) Distribution of Overtime

The Company shall assign overtime within a classification as equally as practicable. In order to ensure that the procedures used to administer this Item in the field will remain as stable as possible, such procedures will not be established by the Company without prior discussion thereof with the Council. Once established, the procedures 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.

134) Overtime Staffing

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

145) Shift Premium

Employees will be paid shift premium of fifty (50) cents per hour only if they are assigned and work the night shift. Those assigned to day shift are not eligible for shift premium.

156) TOWP During The Workday

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

167) Jury Duty/Death in Family

12-hour shift worker

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

When an employee uses Jury Duty pay or Death in Family Leave pay during his regular workday, the Jury Duty pay or Death in Family Leave pay hours will be counted as hours worked for the purposes of determining overtime premium eligibility for that workday.

D. Section IV: Worker's Compensation, Illness and Personal Absence

1) Worker's Compensation

a) All Workers' Compensation claims filed that are receiving time loss payments prior to the ratification of this agreement shall be administered in accordance with Article XI of ~~the 2002~~this FH/HAMTC Collective Bargaining Agreement.

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b) The following shall be applicable to all new Workers' Compensation claims or claims that have been reopened after ratification of this agreement.

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An employee 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 P).

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

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

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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.

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E. **Section V: Military Service**

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

1) **Military Pay Differential**

- a) It is the policy of the Company to recognize employee obligations to perform temporary or short term military duty, required by annual military encampment for reservists. To the extent practicable and consistent with an orderly prosecution of work, employees will be granted absences from the work to fulfill such military obligations and will receive allowances as provided herein below.
- b) Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to one hundred four (104) hours during which he/she 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 applicable negotiated rate exceeds any pay received from the federal or state government. Such items as subsistence, rental, and travel allowances shall not be included in determining pay received from the government.
- c) Employees who have less than fifty-two (52) weeks of service credits may also be absent for the reason and time period set forth above without deduction of service credits for such absence but shall not be eligible for the military pay differential.
- d) An employee may not receive a vacation pay allowance and a military pay differential for the same time period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in temporary or short term military duty does not coincide with such vacation, but not exceeding the maximum specified above.
- e) Employees with fifty-two (52) or more weeks of service credits who are members of the National Guard may be called out by the Governor or the President for emergency duty to help preserve law and order within the Tri-Cities or elsewhere in the State of Washington. A military pay differential shall be granted for up to forty (40) hours per emergency situation to employees 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 11 of Article XV of the 2002 FH/HAMTC Collective Bargaining Agreement.

F. **Section VI: Separation Pay Allowance**

1) General

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

2) Exceptions

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

CONCURRENCE BY:

David Orcutt ~~Frank A. Blowe~~, Director
Industrial Relations
~~Fluor Hanford, Inc.~~ MSA

David Molnaa ~~Thomas J. Schaffer~~, President
Hanford Atomic Metal Trades Council

Date

Date

ATTACHMENT M
BENEFITS AND RATES

Group Health Options

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
Annual Out-of-Pocket Maximum	In Network: \$1,150/\$2,300 Out: \$2,875/\$5,750	No Change	No Change	No Change	No Change
Deductible – In-Network Deductible – Out-of-Network	In Network: \$150/\$300 Out-of-Network: \$250/ \$500 (Deductible included in out of pocket limit.)	No Change	In Network: \$200/\$400 Out-of-Network: \$350/ \$700	In Network: \$250/\$500 Out-of-Network: \$500/ \$1000	In Network: \$300/\$600 Out-of-Network: \$500/ \$1000
Coinsurance – In Network Coinsurance – Out-of-Network	In-network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
Office Visit/Urgent Care	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
Preventive care Well adult and well child physicals, immunizations, pap smears, mammograms and prostate/ <i>colorectal</i> cancer screening.	No change In Network – covered in full Out: Covered at the Plan Coinsurance to a \$150 maximum per Member (\$300 per Family Unit) per calendar year. Routine mammography services are covered at the Plan Coinsurance after the annual Deductible is satisfied. Coinsurance does not apply to the Out-of-Pocket Limit.	No change	No Change	No Change	No Change

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
Lab & X-Ray Services	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
Chiropractic Care	In Network: 80%/20% Out: 70%/30% Visits: 20 per year	No Change	No Change	No Change	No Change
Prescription Drugs Prescription Drugs (cont)	In Network: Retail: \$15 Generic/\$35 Brand 30 day supply Mail-order: \$30 Generic/ \$70 Brand 90 day supply Subject to formulary Allergy Serum - No Change Out: \$20 Generic, \$45 Brand Not subject to deductible	No Change	<u>Four-Tier Rx Plan</u> <u>In Network Retail: \$20/\$40/\$60/\$100 (generic/formulary brand/non-formulary/specialty)</u> <u>Mail Order: \$40/\$80 (90 day supply) Subject to formulary</u> <u>Allergy Serum – No Change</u> <u>Out-of-Network: \$25/\$50/\$70/\$125</u> <u>Not subject to deductible</u>	<u>Four-Tier Rx Plan</u> <u>In Network Retail: \$20/\$50/\$70/\$100 (generic/formulary brand/non-formulary/specialty)</u> <u>Mail Order: \$40/\$100 (90 day supply) Subject to formulary</u> <u>Allergy Serum – No Change</u> Out-of-Network: \$25/\$60/\$80/\$130 Not subject to deductible	<u>Four-Tier Rx Plan</u> <u>In Network Retail: \$20/\$50/\$70/\$100 (generic/formulary brand/non-formulary/specialty)</u> <u>Mail Order: \$40/\$100 (90 day supply) Subject to formulary</u> <u>Allergy Serum – No Change</u> <u>Out-of-Network: \$30/\$60/\$80/\$130</u> <u>Not subject to deductible</u>
Inpatient Hospital	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
Outpatient Hospital	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
Maternity Services	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
Emergency Room Care (Hospital)	\$110/20% and Deductible In and Out of Network.	No Change	\$125/20% and Deductible In and Out of Network	\$150/20% and Deductible In and Out of Network	\$175/20% and Deductible In and Out of Network
Ambulance	Plan pays 80%/ Employee pays 20%	No Change	No Change	No Change	No Change
Durable Medical Equipment & Supplies	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
Rehabilitation Services • Inpatient physical, occupational and restorative speech therapy services combined, including services for neurodevelopmentally disabled children age six (6) and under. MHCN and Community Provider benefit limits are combined and cannot be duplicated. sixty (60) visits per condition per calendar year after the annual Deductible is satisfied.	In Network: <u>Outpatient:</u> 80/20% Visits: No Change <u>Inpatient:</u> 80/20% Coinsurance Visits: No Change Out: <u>Outpatient:</u> 70%/30% Visits: No Change <u>Inpatient:</u> 70%/30% Visits: No Change	No Change	No Change	No Change	No Change
Mental Health Services <u>Outpatient</u> ----- -- <u>Inpatient</u>	In Network No Copay, deductible and coinsurance apply 80%/20% Out of Network No Copay, deductible and coinsurance apply 70%/30% In Network Deductible and coinsurance apply 80%/20% Out of Network Deductible and	No Change No Change	No Change No Change	No Change No Change	No Change No Change

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
	coinsurance apply 70%/30%				
Chemical Dependency Dollar Limit based on State Maximum Benefit	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
Vision Exam	In Network: Covered in full Out: Covered up to \$50 annually	No Change	No Change	No Change	No Change
Optical Hardware	Covered up to \$165 once every 24/months per member	No Change	No Change	No Change	No Change

Delta Dental of Washington

Benefits	2012			2013			2014			2015			2016		
	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental
Class I Diagnostic & Preventive Exams, Prophys, Fluoride, X-rays, Sealants	80%	60%	60%	80%	60%	60%	80%	60%	60%	80%	60%	60%	80%	60%	60%
Class II - Restorative Restorations, Endodontics, Oral Surgery	70%	60%	60%	70%	60%	60%	70%	60%	60%	70%	60%	60%	70%	60%	60%
Class III - Major Crowns, Dentures, Partial, Bridges, Implants 2010	50%	40%	40%	50%	40%	40%	50%	40%	40%	50%	40%	40%	50%	40%	40%
Annual Max Per Person Per Year (1/1 - 12/31)	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500
Deductible (Waived on Class I) Per person/per year Annual family Maximum	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100
Orthodontia Adults and Dependent Children Lifetime maximum each	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200	50% \$1,200

United Healthcare

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016
Annual Out-of-Pocket Maximum	In Network \$1,350/\$2,700 Out of Network: \$3,500/\$7,000	No Change	No Change	No Change	No Change
Deductible – In-Network Deductible – Out-of-Network	In Network: \$325 / \$650 Out of Network: \$425 / \$850	No Change	In Network: <u>\$400 / \$800</u> Out of Network: <u>\$500 / \$1000</u>	In Network: <u>\$500 / \$1000</u> Out of Network: <u>\$600 / \$1200</u>	In Network: <u>\$500 / \$1000</u> Out of Network: <u>\$600 / \$1200</u>
Coinsurance – In Network Coinsurance – Out-of-Network	In Network: 80/20% Out of network: 60/40%	No Change	No Change	No Change	No Change
Office Visit/Urgent Care	In Network: 80/20% Out of network: 60/40%	No Change	No Change	No Change	No Change
Preventive care *Wellness medical care. *Well-baby and well-child care. *Routine well-woman examinations, including pap smears, pelvic examinations and mammograms *Routine well man exams, including PSA tests. *Routine wellness care. *Immunizations, may not include shingles.	In Network: Currently no co-pay for preventive/wellness care. Must be coded as such exclusively. Out of Network: 60/40%	No Change	No Change	No Change	No Change

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016
Lab & X-Ray Services	In Network: 80/20% Out of network: 60/40%	No Change	No Change	No Change	No Change
Chiropractic Care	In Network: 80/20% Out of Network: 60/40% Visits: 20 total	No Change	No Change	No Change	No Change
	Express Scripts, Inc Retail (30 day supply): \$7 generic / \$30 brand name preferred/ \$45 brand non- preferred. Mail (90-day supply): \$14/\$60/\$90 No deductible \$1500 Maximum out of Pocket Step Therapy Program	No Change	<u>Express Scripts, Inc Retail (30 day supply): \$10 generic / \$35 brand name preferred/ \$50 brand non-preferred/.</u> <u>Mail (90-day supply): \$20/\$70/\$100</u> No deductible <u>No Out of Pocket Maximum</u> Step Therapy Program <u>Prior Authorization</u>	<u>Express Scripts, Inc Retail (30 day supply): \$10 generic / \$35 brand name preferred/ \$50 brand non-preferred/\$100 Specialty drug.</u> <u>Mail (90-day supply): \$25/\$75/\$105</u> No deductible <u>No Out of Pocket Maximum</u> Step Therapy Program <u>Prior Authorization</u>	<u>Express Scripts, Inc Retail (30 day supply): \$10 generic / \$35 brand name preferred/ \$50 brand non-preferred/\$100 Specialty drug.</u> <u>Mail (90-day supply): \$30/\$80/\$110</u> No deductible <u>No Out of Pocket Maximum</u> Step Therapy Program <u>Prior Authorization</u>

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016
Inpatient Hospital	In Network: 80/20% Out of Network: 60/40%	No Change	No Change	No Change	No Change
Outpatient Hospital	In Network: 80/20% Out of Network: 60/40%	No Change	No Change	No Change	No Change
Maternity Services	In Network: 80/20% Out of Network: 60/40%	No Change	No Change	No Change	No Change
Emergency Room Care (Hospital)	\$110 per visit plus 20% after deductible	No Change	\$125 per visit plus 20% after deductible	\$150 per visit plus 20% after deductible	\$175 per visit plus 20% after deductible
Ambulance	80/20% after deductible	No Change	No Change	No Change	No Change
Durable Medical Equipment & Supplies	In Network: 80/20% after deductible Out of Network: 60/40% After deductible	No Change	No Change	No Change	No Change
Rehabilitation Services Any combination of PPO Network and PPO Non-Network Benefits is limited as follows: • 30 visits of physical therapy per calendar year. • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year. • 20 visits of pulmonary rehabilitation therapy per calendar year. • 20 visits of cardiac rehabilitation therapy per calendar year. Out-of Area Benefits are limited as follows: • 30 visits of physical therapy per calendar year. • 30 visits of occupational	In Network: <u>Outpatient:</u> 80/20% Visits: 30/CY 20 for Cardiac and Pulmonary <u>Inpatient:</u> 80/20% Visits: 30/CY 20 for Cardiac and Pulmonary Out of network: 60/40%	No Change	No Change	No Change	No Change

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016
therapy per calendar year. • 30 visits of speech therapy per calendar year. • 20 visits of pulmonary rehabilitation therapy per calendar year. • 20 visits of cardiac rehabilitation therapy per calendar year.					

Mental Health Services	<p>In Network: <u>Outpatient:</u> \$15 co-pay/visit Individual \$5 co-pay/visit Group Limited to 60 visits/yr combined with Chemical Dependency</p> <p><u>Inpatient:</u> Covered 100% Limited to 60 days/yr combined with Substance Abuse</p> <p>Out of Network: <u>Outpatient:</u> 50/50% of eligible expenses after deductible Limited to 25 visits/yr combined with Substance Abuse <u>Inpatient:</u> 60/40% of eligible expenses After deductible Limited to 20 days/yr combined with Substance Abuse</p>	No Change	No Change	No Change	No Change
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Chemical Dependency	<p><u>Inpatient:</u> In Network: 100/0% coinsurance 60 days per year Out of network: 50% Coinsurance 20 days per year Max \$5000/year</p> <p><u>Outpatient:</u> In Network: \$15 individual/\$5 group Maximum 60 visits/yr</p> <p>Out of network: 50% substance abuse up to 25 visits per year.</p>	No Change	No Change	No Change	No Change
Vision Exam	<p>In-network: UHC VISION Annual Exam : \$10 co-pay</p> <p>Out of network: Exam annually. 85% of R&C. Maximum reimbursement in a calendar year is \$165 for exam and hardware combined.</p>	No Change	No Change	No Change	No Change
Optical Hardware	<p>In-network: UHC VISION Lenses- every 12 months: \$10 co-pay. Frames – every other year Out of network: Frames and lenses every other year. Up to \$165.00 total (including exam)</p>	No Change	No Change	No Change	No Change

Willamette Dental of Washington

Benefit	Co-Payment	2012	2013	2014	2015	2016
Annual Maximum	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*
Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible	No Deductible
Office Visit Co-payment	\$15 per visit	\$15 per visit	\$15 per visit	\$15 per visit	\$20 per visit	\$20 per visit
Diagnostic and Preventative Services						
Routine and Emergency Exams	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
All X-rays	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Teeth Cleaning	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Fluoride treatment	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Sealants	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Head and Neck Cancer Screening	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Oral Hygiene Instructions	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Periodontal Screening	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Periodontal Maintenance	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Restorative Dentistry and Prosthetics						
Fillings	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Permanent Crowns	\$120	\$120	\$120	\$120	\$120	\$120
Complete Upper or Lower Denture	\$170	\$170	\$170	\$170	\$170	\$170
Bridge per tooth	\$120	\$120	\$120	\$120	\$120	\$120
All lab fees	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Endodontics and Periodontics						
Root canal therapy - anterior	\$50	\$50	\$50	\$50	\$50	\$50
Root canal therapy - bicuspid	\$75	\$75	\$75	\$75	\$75	\$75
Root canal therapy - molar	\$100	\$100	\$100	\$100	\$100	\$100
Osseous Surgery - per quadrant	\$140	\$140	\$140	\$140	\$140	\$140
Root Planing - per quadrant	Fully Covered	Fully Covered	Fully Covered	Fully Covered	Fully Covered	Fully Covered
Oral Surgery						
Routine extraction - single tooth	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Surgical extraction	\$50	\$50	\$50	\$50	\$50	\$50
Orthodontia						
Pre-orthodontic service	\$150*	\$150*	\$150*	\$150*	\$150*	\$150*
Comprehensive Orthodontia	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500

Miscellaneous						
Local Anesthesia (Novocain)	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Nitrous Oxide (per visit)	\$10	\$10	\$10	\$10	\$10	\$10
After-hours emergency care	\$20	\$20	\$20	\$20	\$20	\$20
Missed appointment fee	\$20	\$20	\$20	\$20	\$20	\$20
Out of area emergency care reimbursement up to	\$100	\$100	\$100	\$100	\$100	\$100
TMJ	1,000 annual maximum/- \$5,000 lifetime maximum*	1,000 annual maximum/- \$5,000 lifetime maximum*	1,000 annual maximum/- \$5,000 lifetime maximum*	1,000 annual maximum/- \$5,000 lifetime maximum*	1,000 annual maximum/- \$5,000 lifetime maximum*	1,000 annual maximum/- \$5,000 lifetime maximum*
*Fee credited toward comprehensive orthodontic co-payment if patient accepts treatment plan						

ATTACHMENT N

BENEFIT RATES

The employee medical, including vision contributions for calendar years 2013-2016

	<u>Group Health Options</u>	<u>United Healthcare</u>
January 2013	20%	20%
January 2014	22%	22%
January 2015	24%	24%
January 2016	24%	24%

Built-in cap based on plan design changes and 12% premium escalation for 2013 2014-2016

Group Health Options

	2013 Premiums	2013 Employee Contribution (%)	2013 Maximum Employee Contribution (\$)
Employee	\$ 587.02	20%	\$ 117.40
Employee +1	\$ 1,074.23	20%	\$ 214.85
Employee + >1	\$ 1,802.13	20%	\$ 360.43

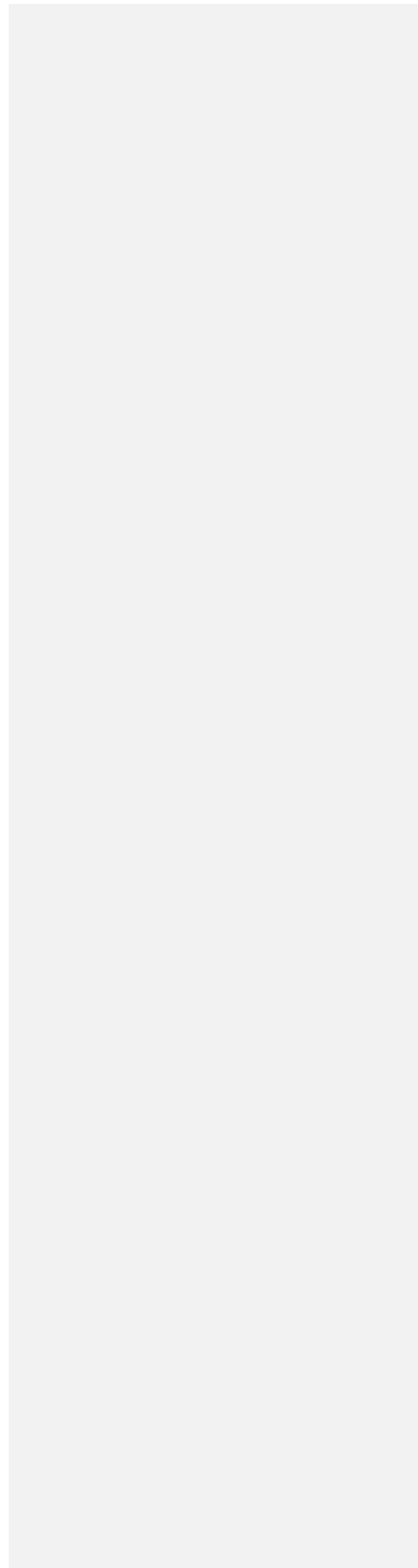
	2013 Premiums	2014 Projected Premium with Escalation @12%	2014 Employee Contribution (%)	2014 Maximum Employee Contribution (\$)
Employee	\$ 587.02	\$ 657.46	22%	\$ 144.64
Employee +1	\$ 1,074.23	\$ 1,203.14	22%	\$ 264.69
Employee + >1	\$ 1,802.13	\$ 2,018.39	22%	\$ 444.04

	2014 Premiums	2015 Projected Premium with Escalation @12%	2015 Employee Contribution (%)	2015 Maximum Employee Contribution (\$)
Employee	\$ 657.46	\$ 736.36	24%	\$ 176.73
Employee +1	\$ 1,203.14	\$ 1,347.51	24%	\$ 323.40
Employee + >1	\$ 2,018.39	\$ 2,260.59	24%	\$ 542.54

	2015 Premiums	2016 Projected Premium with Escalation @12%	2016 Employee Contribution (%)	2016 Maximum Employee Contribution (\$)
Employee	\$ 736.36	\$ 824.72	24%	\$ 197.93
Employee +1	\$ 1,347.51	\$ 1,509.22	24%	\$ 362.21
Employee + >1	\$ 2,260.59	\$ 2,531.86	24%	\$ 607.65

The Maximum Monthly Contributions are based on a projected 12% increase in the premium for health plans for years 2013 2014-2016. In the event the premium increase is less than 12%, the Employee Contributions will be based on the percents specified for each plan. In the event the premium increase is greater than 12%, the Employees Contributions will be based on the Maximum Employee. Monthly Contribution rate specified in this document.

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UNITED HEALTHCARE (UHC)

	2013 Premiums	2013 Employee Contribution (%)	2013 Maximum Employee Contribution (\$)
Employee	\$ 1,030.03	20%	\$ 206.01
Employee +1	\$ 2,011.68	20%	\$ 402.34
Employee + >1	\$ 2,888.24	20%	\$ 577.65

	2013 Premiums	2014 Projected Premium with Escalation @12%	2014 Employee Contribution (%)	2014 Maximum Employee Contribution (\$)
Employee	\$ 1,030.03	\$ 1,153.63	22%	\$ 253.80
Employee +1	\$ 2,011.68	\$ 2,253.08	22%	\$ 495.68
Employee + >1	\$ 2,888.24	\$ 3,234.83	22%	\$ 711.66

	2014 Premiums	2015 Projected Premium with Escalation @12%	2015 Employee Contribution (%)	2015 Maximum Employee Contribution (\$)
Employee	\$ 1,153.63	\$ 1,292.07	24%	\$ 310.10
Employee +1	\$ 2,253.08	\$ 2,523.45	24%	\$ 605.63
Employee + >1	\$ 3,234.83	\$ 3,623.01	24%	\$ 869.52

	2015 Premiums	2016 Projected Premium with Escalation @12%	2016 Employee Contribution (%)	2016 Maximum Employee Contribution (\$)
Employee	\$ 1,292.07	\$ 1,447.12	24%	\$ 347.31
Employee +1	\$ 2,523.45	\$ 2,826.27	24%	\$ 678.30
Employee + >1	\$ 3,623.01	\$ 4,057.77	24%	\$ 973.86

The Maximum Monthly Contributions are based on a projected 12% increase in the premium for health plans for years 2013-2014-2016. In the event the premium increase is less than 12%, the Employee Contributions will be based on the percents specified for each plan. In the event the premium increase is greater than 12% the Employees Contributions will be based on the Maximum Employee. Monthly Contribution rate specified in this document.

DELTA DENTAL OF WASHINGTON

	2013 Premium	2013 Employee Contribution (%)	2013 Maximum Employee Contribution (\$)
Employee	\$ 42.13	20%	\$ 8.43
Employee +1	\$ 76.15	20%	\$ 15.23
Employee + >1	\$ 112.69	20%	\$ 22.54

	2013 Premiums	2014 Projected Premium with Escalation @5%	2014 Employee Contribution (%)	2014 Maximum Employee Contribution (\$)
Employee	\$ 42.13	\$ 44.24	23%	\$ 10.17

Employee +1	\$ 76.15	\$ 79.96	23%	\$ 18.39
Employee + >1	\$ 112.69	\$ 118.32	23%	\$ 27.21

	2014 Premiums	2015 Projected Premium with Escalation @ 5%	2015 Employee Contribution (%)	2015 Maximum Employee Contribution (\$)
Employee	\$ 44.24	\$ 46.45	25%	\$ 11.61
Employee +1	\$ 79.96	\$ 83.96	25%	\$ 20.99
Employee + >1	\$ 118.32	\$ 124.24	25%	\$ 31.06

	2015 Premiums	2016 Projected Premium with Escalation @ 5%	2016 Employee Contribution (%)	2016 Maximum Employee Contribution (\$)
Employee	\$ 46.45	\$ 48.77	25%	\$ 12.19
Employee +1	\$ 83.96	\$ 88.15	25%	\$ 22.04
Employee + >1	\$ 124.24	\$ 130.45	25%	\$ 32.61

The Maximum Monthly Contributions are based on a projected 5% increase in the premium for health plans for 2013 2014-2016. In the event the premium increase is less than 5%, the Employee Contributions will be based on the percents specified for each plan. In the event the premium increase is greater than 5%, the Employees Contributions will be based on the Maximum Employee. Monthly Contribution rate specified in this document.

WILLAMETTE DENTAL

	2013 Premiums	2013 Employee Contribution (%)	2013 Maximum Employee Contribution (\$)
Employee	\$ 37.18	20%	\$ 7.44
Employee +1	\$ 74.50	20%	\$ 14.90
Employee + >1	\$ 139.57	20%	\$ 27.91

	2013 Premiums	2014 Projected Premium with Escalation @ 5%	2014 Employee Contribution (%)	2014 Maximum Employee Contribution (\$)
Employee	\$ 37.18	\$ 39.04	23%	\$ 8.98
Employee +1	\$ 74.50	\$ 78.23	23%	\$ 17.99
Employee + >1	\$ 139.57	\$ 146.55	23%	\$ 33.71

	2014 Projected Premiums	2015 Projected Premium with Escalation @ 5%	2015 Employee Contribution (%)	2015 Maximum Employee Contribution (\$)
Employee	\$ 39.04	\$ 40.99	25%	\$ 10.25
Employee +1	\$ 78.23	\$ 82.14	25%	\$ 20.53
Employee + >1	\$ 146.55	\$ 153.88	25%	\$ 38.47

	2015 Projected Premiums	2016 Projected Premium with Escalation @ 5%	2016 Employee Contribution (%)	2016 Maximum Employee Contribution (\$)
Employee	\$ 40.99	\$ 43.04	25%	\$ 10.76
Employee +1	\$ 82.14	\$ 86.24	25%	\$ 21.56
Employee + >1	\$ 153.88	\$ 161.57	25%	\$ 40.39

The Maximum Monthly Contributions are based on a projected 5% increase in the premium for dental plans for 2013-2014-2016. In the event the premium increase is less than 5%, the Employee Contributions will be based on the percents specified for each plan.

In the event the premium increase is greater than 5%, the Employees Contributions will be based on the Maximum Employee Monthly Contribution rate specified in this document.

ATTACHMENT O

WESTINGHOUSE CRAFT ALIGNMENT SCRIPT

November 13, 1992 11:00 a.m.

Good Morning (Afternoon) ladies and gentlemen. (Representative from the HAMTC) and I are here today to present to you the orientation on the Westinghouse Craft Alignment Program. Before we begin to explain the details of the program we need to outline why we have jointly developed the Craft Alignment Program. As we look around, the Hanford mission has significantly changed over the past five years, we have moved from the steady reliable work of defense production to the emerging field of environmental restoration and remediation. Both labor and Management recognized the potential threat of job loss in this change from defense to environmental programs. Consequently, the issue of job security was of primary importance during our collective bargaining talks completed earlier.

The three issues of: work contracted outside of HAMTC's jurisdiction; temporary employees and Craft Alignment Program were designed to retain work at Hanford, and more specifically to save jobs at Hanford. Hanford jobs for Hanford people.

Cooperative measures have been 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 our competitiveness for federal funds, enhancing productivity and retaining work on the Hanford Site. This approach is beneficial to the proper stewardship of our customer dollars and provides the most effective use of our customer funds.

All of us clearly understand that the conditions of funding and the rules for contracting have changed considerably during the past ten years. We have seen merging of contractor organizations, amalgamations and consolidations. Both labor and Management expressed the desire to explore original thinking and new approaches to work to yield work efforts that were uniquely different.

This Craft Alignment Program is unique to Westinghouse, we have not always operated in a manner consistent with what you will hear today. (HAMTC representative) and I will discuss: the intent of Craft Alignment, what's to be expected of Craft Alignment and how Craft Alignment will operate. A common misconception is that jurisdiction will be bypassed— it will not. Article V of the collective bargaining agreement remains intact.

During our discussions of the Craft Alignment Program, it became quite clear that the Program must reflect a willingness on the part of both parties to achieve results. The concern of Labor was that an unacceptable blurring of jurisdictional lines could not be allowed to occur and that the Craft Alignment Program should operate in accordance with what Labor and Management previously agreed to, with no expansion beyond what was agreed upon.

November 13, 1992 11:00 a.m.

~~The concern of Management dealt with jointly developing a program of change with Labor, paying for those changes with a wage adjustment and getting nothing in return. Through discussions and a willingness of both parties to work for a community of interests which benefits us all we now anticipate mutual assistance among bargaining unit employees within the limits of the contract language.~~

~~Safety is foremost in the performance of all work. All Westinghouse employees are encouraged to think, act, and perform their assigned tasks giving the highest priority to safety. This applies both to the assignment and performance of work. Each employee is required to function within the workplace in a safe manner.~~

~~Built upon a foundation of safe work practices, the Westinghouse Craft Alignment Program is intended to allow more efficient and economical use of our workforce. HAMTC represented employees will be assigned to augment the work effort and assist the classification which performs the main work effort, consistent with the provisions of the Collective Bargaining Agreement. Article V (5) Jurisdiction remains in full force and effect.~~

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

- ~~1. Safety is foremost in the performance of the work.~~
- ~~2. Classifications are subgrouped for purposes for completing work assignments.~~
- ~~3. Assignments will be completed through mutual assistance in the performance of work with another classification where the employee 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. November 13, 1992 11:00 a.m.~~
- ~~7. 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 Westinghouse, increases or decreased in employment levels will be determined by the work place needs for the classification involved.~~
- ~~8. Employees will not be laid off as a result of implementation of this program.~~
- ~~9. The employee 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 Wage Rates, section 6 and 7.~~
- ~~10. A steering committee comprised of one member from each WHC/HAMTC represented local affiliate and representatives from the company, will meet to jointly develop a program which will then be jointly presented to bargaining unit employee and appropriate management members. This presentation will include the intent, expectations, and operation of the~~

~~Westinghouse CAP. This steering committee will cease functioning upon acceptance of the Westinghouse CAP or notice by either party of its decision to reject the Westinghouse CAP.~~

~~11. — After the Westinghouse CAP has been put into effect, disputes resulting from this arrangement 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.~~

~~ORIENTATION~~

~~An orientation program jointly developed and presented by Westinghouse and WHC/HAMTC will provide training on the expectations and operation of Westinghouse CAP. All affected employees will receive orientation prior to using Westinghouse CAP in the field.~~

~~IMPLEMENTATION~~

~~Upon completion of all orientation sessions, Westinghouse CAP will be implemented. November 13, 1992 — 11:00 a.m.~~

~~EVALUATION PERIOD~~

~~After the WCAP has been put into effect, the Program will be during the months of August 1993 and August 1994. If either that the Program should not be continued for any reason, the cancelled by written notification of either party during the periods of August, 1993 and/or August, 1994.~~

~~COMPENSATION~~

~~This compensation is separate and apart from other compensation arrangements in the WHC/HAMTC Agreement.~~

- ~~(a) Following the development of the Orientation Program and its presentation to all bargaining unit employees and management, the WHC Wage Progression Schedule will be amended to reflect a 1% increase effective on the date that the Westinghouse Craft Alignment Program is put into effect, but no earlier than October 3, 1992.~~
- ~~(b) If the parties agree to continue the Westinghouse Craft Alignment Program beyond the date of October 1, 1993, The WHC Wage Progression Schedule will be amended to reflect a 1% increase, effective October 2, 1993.~~
- ~~(c) If the parties agree to continue the Westinghouse Craft Alignment Program beyond the date of October 1, 1994, the WHC Wage Progression Schedule will be amended to reflect a 2% increase, effective October 1, 1994.~~

~~The Westinghouse Craft Alignment Program is a mutual assistance program in the performance of work with another bargaining unit classification where the bargaining unit employee has the qualifications and can perform the work safely.~~

It is not the intent of the Westinghouse Craft Alignment Program to eliminate Jurisdictional boundaries. Each craft shall continue to maintain its jurisdiction. It is recognized that through acceptance, by both labor and management, of the Westinghouse Craft Alignment Program another bargaining unit jurisdiction may assist in certain aspects of the task. The craft that has jurisdiction when being assisted by another craft, shall direct and determine the extent of the assistance of the supporting craft following the spirit and intent of the Westinghouse Craft Alignment Program.

It is our joint expectation that should an employee or group of employees have a dispute arising out of the resultant implementation of the Westinghouse Craft Alignment Program, they shall notify their appropriate steward who may present the dispute to the ad hoc committee for prompt resolution.

November 13, 1992—11:00 a.m.

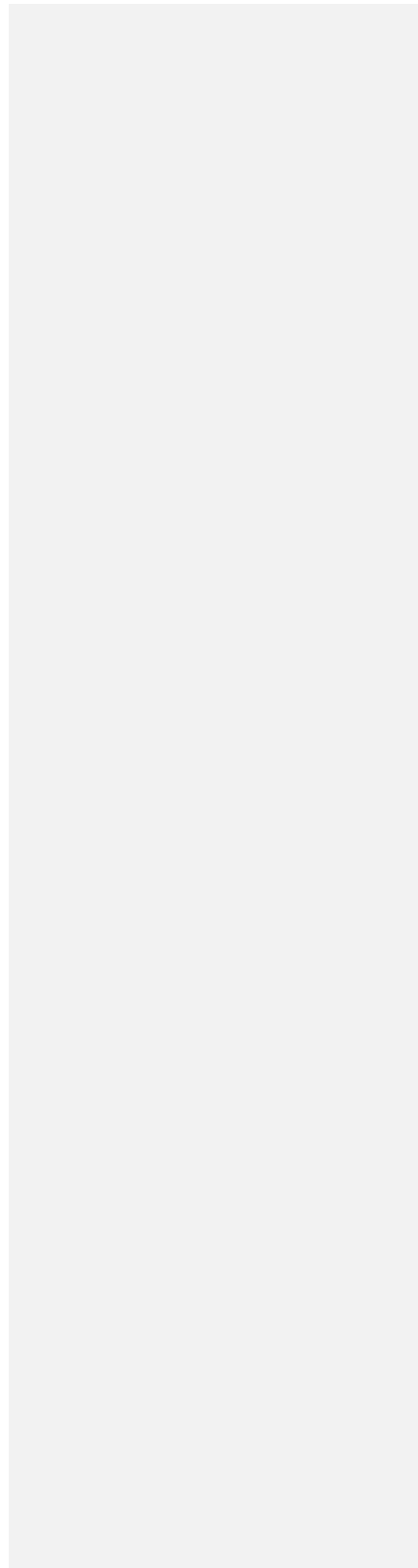
It is also our joint expectation that should a supervisory or management staff member experience a dispute arising out of the resultant implementation of the Westinghouse Craft Alignment Program, they shall notify their appropriate manager who may present the dispute to the ad hoc committee for prompt resolution.

The following examples are representative of some mutual assistance situations which Labor and Management have developed:

- 1.— One craft assisting another craft going for parts or materials when one is in a difficult area (Instrument Technician taking a scope to support electrician when the electrician is tied up in the field.)
- 2.— Carpet Installer/Painters helping Sign Painters hang signs.
- 3.— Boilermakers and Pipefitters working in conjunction on soot blower valves.
- 4.— Composite crew working on emergency jobs, i.e. leaking water line requiring pumps and machinery. Crafts involved were Millwrights, Pipefitters, Boilermakers and Truck Drivers. (Pipefitters laying out hoses for pumps, Millwrights help in laying out hoses, Millwrights and Boilermakers help Operators in starting engine pumps; Truck Drivers assist in laying out electrical cords.)
- 5.— Riggers assisting electricians in picking up and rigging motors.
- 6.— Select PMs (crane) (Load stops, bare bones inspection).
- 7.— Safety observer for firewatch.
- 8.— Material Coordinators and Health Physics Technicians work together on excessing.
- 9.— Boilermakers and Sheet Metal on any work on hoods.
- 10.— Trouble shooting HVAC— Fitters and Electricians.
- 11.— Housekeeping (clean up).

12. — Changing light bulbs. (selected application).

13. — Two Man Rule (security aspect).



Fluor MSA Hanford Workers' Compensation (Attachment P0)

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Background:

Today, if an employee loses work time due to an occupational illness or injury, they have the ability to receive time-loss benefits from the DOE's self-insured workers' compensation program as administered by Contract Claims Services Incorporated (CCSI). In calculating the time-loss benefit, CCSI includes all earnings; base pay, overtime, shift differential, certification pay and corporate reimbursable pay over the twelve months prior to the injury. On average, the time-loss benefit equals 65% of the earnings during the previous twelve months.

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

Under the current process, FH pays the employee the difference in their base pay and the amount received as a time-loss benefit from CCSI. This process allows for the employee to maintain current on deductions for medical insurances and company sponsored savings programs. This also allows the employee to receive the difference in the withheld taxes, due to the time-loss benefit being nontaxable. In some cases, this difference can equate to several hundreds of dollars.

Proposal:

~~FH is proposing to implement a benefit, through t~~The Hanford Employee Welfare Trust (HEWT), ~~which would~~ will provide employees the ability to receive "net pay" compensation equal to their administratively calculated "net pay" while working, and the ability to maintain current benefit deductions while receiving time-loss benefits from the Workers' Compensation Claims Administrator (WCCA), currently CCSI.

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The Disability Equalizer Benefit (DEB) ~~will~~ would be provided to an employee if the employee's administratively calculated net pay while working is greater than the administratively calculated net pay while receiving time-loss compensation from the WCCA.

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~~FH is also proposing the continued use of~~ Plant Injury (PI) time will be ~~as an~~ approved for absence for employees who are seeking medical attention for an occupational illness or injury. PI time, not to exceed four (4) hours per day, ~~would~~ will be used when the employee receives no time-loss benefit from the WCCA.

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Disability Equalizer Benefit (DEB)

Employees receiving time-loss benefits from [the WCCA CGSI](#), 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:

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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 Act (FICA) at 7.65% [Social Security and Medicare]

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

\$30.38 x 40(hrs) =	\$1,215.04
\$42.59 - \$2.40 - \$60.75* =	\$ 105.74 (less)
\$166.39 (FIT 15%)	\$ 166.39 (less)
\$ 89.51 (FICA 7.65%)	<u>\$ 89.51 (less)</u>
	\$ 853.39

Administratively calculated net pay while working = \$853.39

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

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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.

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

\$745.51

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

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

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

~~FH~~ 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.

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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. ~~FH~~ The Company 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.

Plant Injury (PI)

In addition to the implementation of the DEB, [MSA](#) is proposing that employees absent from work in partial day increments, **not to exceed four (4) hours per day**, due to an occupational illness or injury, and no time-loss benefit will be provided from **the WCCA**, continue to charge to the contract allowable absent code Plant Injury (PI) in the [MSA](#) Time Information System (TIS).

Additionally, based on the requirements of State, occupational time-loss benefits are not provided for the first three days of illness or injury unless the absence extends for a minimum of 14 days. In these cases, ~~FH~~ [MSA](#) is proposing the use of PI time for the time not covered by time-loss benefits from **the WCCA**.

Example:

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

Case Management

- ~~FH~~ [MSA](#) workers' compensation POC will continue to work with **the WCCA**, State of Washington Labor and Industries, **the site occupational medical provider**, DOE, management and employees to ensure efficient case management strategies are in place.
- DEB will be limited to 180 days per qualifying event
- ~~FH~~ [MSA](#) will continue to review all time-loss cases with **the WCCA**
- ~~FH~~ [MSA](#) will continue meetings with **the WCCA** and DOE to evaluate open cases
- ~~FH~~ [MSA](#) will continue to interface with employees and management on case progress and accommodating employee work restrictions.
- ~~FH~~ [MSA](#) will continue to maintain close communications with **the WCCA**
- claims adjusters.

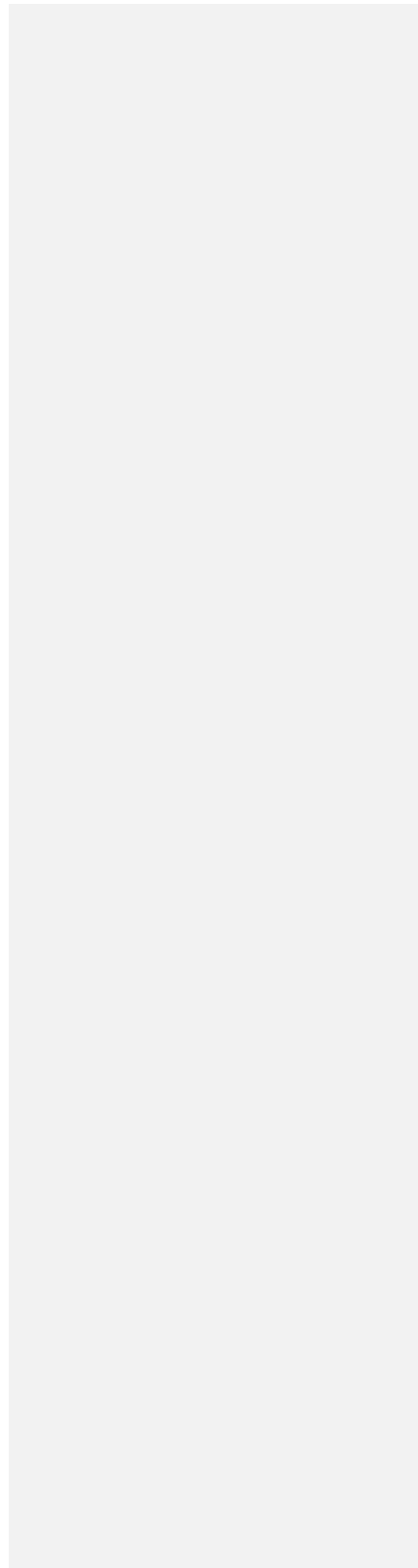
Arrears Balances

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

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

|

[APPENDIX A's](#)



MSA Proposal Revision 2 10/1/12 [Tentative Agreement signed by Local 1951/MSA 6/24/13](#)

APPENDIX “A” AGREEMENT(S) – AUTO BODY REPAIR/PAINTER, SENIORITY GROUP 055, MACHINIST, LOCAL 1951

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

AUTO BODY REPAIR/PAINTER - JOURNEYMAN

Perform high quality painting of all items in the DOE owned and leased fleet inventory. Work includes making complex body and fender repairs, welding as it applies to the performance of major and minor crash repairs to all types of automotive equipment preparation of surfaces, mixing and matching of paints and lacquers, and brush and spray painting of mobile and stationary equipment such as automobiles, trucks and locomotives, cranes, dozers, welders, diesel-driven generators, tailgate loaders, manlifts, etc.

The overtime group will be MSA Infrastructure and Logistics.

**APPENDIX “A” AGREEMENT(S) – AUTO MECHANICS AND AUTO MACHINISTS,
SENIORITY GROUP 008, LOCAL 1951**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

AUTO MECHANIC – JOURNEYMAN

Fully qualified mechanic. Perform all types of repairing on gasoline and/or diesel engine, including major overhaul and rebuilding. Repair and rebuild automotive systems. Perform the welding operations necessary to make repairs and modifications to automotive equipment according to approved engineered drawings. May repair or replace automotive upholstery and glass.

AUTO MECHANIC – APPRENTICE

Perform diagnostic and troubleshooting procedures and make ordinary repairs on automotive equipment under direction of a fully qualified journeyman auto mechanic. May perform all types of systems repairs to automotive equipment and assist in complex work under the direction of a fully qualified journeyman auto mechanic. Set up and operate power tools. Enroll in and complete the MSA LLC/HAMTC Joint Apprenticeship Program for Auto Mechanics as certified by the State of Washington.

AUTOMOTIVE MACHINIST – JOURNEYMAN

Fully qualified machinist performing complex work to close tolerances on automotive type equipment. Set up and operate lathes, shapers, grinders, milling machines and other machine tools and equipment. Lay out, fabricate and assemble automotive type parts. May perform maintenance and repair on automotive equipment.

There will be one overtime group – MSA

MSA Proposal Revision 1 10/18/12 [Tentative Agreement signed by Local 1951/MSA 6/24/13](#)

APPENDIX “A” AGREEMENT(S) – AUTO PARTS HANDLER, SENIORITY GROUP 008B, LOCAL 1951

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

AUTO PARTS HANDLER

Fully qualified parts person:

Perform all types of automotive equipment parts identification and part number cross referencing utilizing equipment maintenance manuals, parts catalogues, microfiche files, computerized parts identification systems and any other available resources. Prepare material requisitions, transfers, store orders, work orders, as necessary to provide material and services. Perform procurement follow-up and arrange with the material function for material pickup and delivery. Receive, issue, control and maintain equipment maintenance inventory parts, materials, shop spares and tools, under the custody of their department management, in locked storage facilities. Control and maintenance to include appropriate property management practices. Inspect and maintenance to include appropriate property management practices. Inspect tool room tools for condition and make recommendations for tool replacement.

There will be one overtime group - MSA.

**APPENDIX “A” AGREEMENT – BOILERMAKER, SENIORITY GROUP 033,
LOCAL 242**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

BOILERMAKER – JOURNEYMAN

Fully qualified Boilermaker performing all types of complex boiler and heavy gauge plate work involving the repair and maintenance of boilers and related equipment. Layout, fabricate, and install complicated steel plate assemblies. Direct others.

BOILERMAKER – APPRENTICE

Fabricate and install steel plate assemblies of simple design. Perform ordinary maintenance job. Assist on and perform complex jobs under direction of a Boilermaker Journeyman. Is enrolled in and must complete the MSA/HAMTC Joint Apprenticeship Program.

There will be one overtime group – MSA.

**APPENDIX “A” AGREEMENT – CARPENTERS, SENIORITY GROUP 015,
LOCAL 2403**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

CARPENTER - JOURNEYMAN

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

There is one overtime group: MSA Maintenance Services.

**SHIFT PROCEDURE
CARPENTERS – SENIORITY GROUP 015
MILLWRIGHTS – SENIORITY GROUP 023**

1. SHIFT WORK

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

- a. Chief stewards or others requested by the Council by agreement with the Company.
- b. Employees exempted by the Company for medical reasons.
- c. New employees during the ~~six (6)~~-month probationary period

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

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

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

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

MSA Proposal – Revision 3 – 12/19/12

APPENDIX “A” AGREEMENT– CEMENT FINISHER, SENIORITY GROUP 031, PLASTERS AND CEMENT MASONS, LOCAL 478

Mission Support Alliance, LLC (MSA) and Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will remain in full force and effect during the term of this agreement.

JOB DEFINITION

CEMENT FINISHER – PLASTERER - JOURNEYMAN

Fully qualified individual performing all types of concrete work, such as coloring, grouting, grinding, chipping, bushing, patching, finishing, curing, block-laying and/or all around plaster work, preparing for pouring, mixing to design specifications, finishing, curing and placing of expansion joints, patching, sacking and resurfacing. Concrete to concrete caulking. Direct others.

CEMENT FINISHER – PLASTERER – TRAINEE

Perform ordinary concrete and plastering work. Assist on and perform complex work under direction.

There will be one overtime group - MSA.

APPENDIX "A" AGREEMENT - CHEMICAL TECHNOLOGISTS, SENIORITY GROUP 060, UNITED STEELWORKERS, LOCAL 12-369

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

CHEMICAL TECHNOLOGISTS

Perform routine analytical analysis on a variety of samples and materials by chemical, physical, instrumental and radiochemical methods, using a variety of analytical instrumentation and equipment (to include but not limited to Alpha Energy Analysis (AEA), Gamma Energy Analysis (GEA), Non Destructive Analysis (NDA), Gas Chromatography (GC), Gas Chromatography/Mass Spectrometry (GCMS), Ion Chromatography (IC), Inductive Coupled Plasma (ICP), ICP plus Mass Spectrometry (ICPMS) and x-ray) and the reporting of generated lab data. Perform assignments of diverse, specialized and complex nature requiring the full knowledge of analytical laboratory techniques and procedures. May direct the activities of others, and give on-the-job training to less experienced personnel.

The Supervisory Work Group is: WSCF

The Company agrees to the above SWG with the understanding that the Company may modify SWG as business needs dictate.

The Overtime Group is: WSCF

Training Areas for Chemical Technicians at MSA:

1. Building Operations & Waste
2. Project Support
3. Inorganic
4. Organic
5. Rad Chemistry
6. Counting Room

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HIRING RATES

LAB WORKERS – SENIORITY GROUP 060

Updated ~~2007~~TBD

Hiring Rates

1. An individual with little or no experience or training shall be assigned the first step rate of the Chemical Technologist progression schedule.
2. An individual may be hired as a Chemical Technologist at the six (6) month, twelve (12) month, eighteen (18) month, or twenty-four (24) month rate in accordance with his/her previous experience and/or training and education.
3. An individual who is fully experienced and qualified to perform the full scope of duties of the Chemical Technologist class shall be hired at the forty-two (42) month rate.
4. Issues related to hire in rates for new employees must be raised within the first six months of employment. Jointly ~~HR~~LR and the union will resolve the problem or document the issue using the grievance process.

Probationary Period and Training

Newly hired Chemical Technologists will have a MAXIMUM twelve (12) month period of training and evaluation in new positions. ~~During this period, progression in classification is automatic for the first twelve (12) month period but progression beyond the twelve (12) month level is subject to demonstration of satisfactory performance. (This program does not apply to employees hired before July 1, 1974).~~

The Union and Management will optimize the ongoing training program which will include but will not be limited to maintaining the Chemical Technologist cross-training and proficiency training on laboratory methods and duties that they are trained on.

Working Leads Selection Process

- When management of the laboratory has identified a position within the laboratory where a working lead is to be established, the responsible manager will develop a list of criteria that reflects the attributes and responsibilities of the position. A notice describing the position and the requirements shall be sent electronically to the (060) Stewards.
- Any Chemical Technologist (060) in the same supervisory work group, may apply for the Working Lead position.
- The responsible manager shall work with the board to develop a set of questions to be asked by all vying candidates for the opening. The questions shall explore the knowledge of the individual on specific job knowledge, procedures and their compliance, job safety, and leadership.
- A board of three (3) Mission Support Contract Employees~~persons~~ shall consist of one individual selected by the bargaining unit, one selected by laboratory management and one selected by Industrial Relations/Human Resources. This board will be convened and will interview each candidate and offer a rating of the candidates. The ratings will be provided to the responsible manager for his/her final selection.
- If a Chemical Technologist with a Lead Assignment transfers to another position, the Lead Assignment position will not be transferred with him/her and becomes an open position.

Shift Rotation Procedure

Shift Rotation Process – There are two different conditions for assignment to shift work or dayshift. They are as follows:

A. Management Realigning the Existing Workforce

1. Realigning Workforce from Dayshift to Shift (no addition to staff) – When realigning the existing workforce and moving employees from dayshift to shift work, the following will be used to staff the shift work:

- Ask for volunteers from dayshift within the overtime-supervisory work group
- If no volunteers, the most junior dayshift employee within the overtime-supervisory work group will be assigned to shift.

2. Realigning Workforce from Shift Work to Dayshift (no addition to staff) – When realigning the existing workforce and moving employees from shift work to dayshift, the following will be used to staff the dayshift:

- Ask for volunteers within the overtime-supervisory work group working shift
- If no volunteers, the most junior shift employee within the overtime-supervisory work group will be assigned to dayshift.

B. Employee Initiated Request

Shift to Days Rotation – Does not apply to “vacancies” as described in the Realignment within Supervisory Work Group.

- Each-The laboratory having shifts will designate day shift positions within the overtime-supervisory work group into which a shift worker may rotate based on his/her maximum time on shift.
- The rotation to dayshift will be initiated by a request for rotation, in writing, by the individuals who have at least twelve months on shift.
- Workers on days will have a minimum of twelve (12) months on days before they are eligible to be rotated (an individual may waive the 12 months requirement if they so desire). If more than one worker meets the requirement for rotation, volunteers will be solicited, if none then low seniority will determine.

Procedure – Movement Within a Supervisory Work Group

- A. A vacancy to be filled within a supervisory work group is identified.
- B. Interested candidates will express their interest by notifying the manager with the vacancy. Employees have ~~10-five (5) calendar-working~~ days to “bid” on the vacancy. If an employee is going to be absent from work, it is their responsibility to provide their interest in a position by providing written notice to their immediate supervisor.
- C. The candidate list is collected and reviewed. The most senior employee will then be offered the vacancy, provided the employee has been on their present assignment for at least twelve (12) months after being fully trained and qualified (base qualification card completed for 12 months). Once offered the position, the employee has a maximum of one (1) hour to accept the position. Subsequent vacancies shall be offered in the same manner until all individuals on the “original” candidate list have been considered.
- D. After the process has been completed, the “vacant” position is posted utilizing the LAMP process.

**APPENDIX “A” AGREEMENT(S) – CRANE OPERATORS, SENIORITY GROUP 013,
INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

CRANE OPERATOR

Operates track hoe and all types of cranes, including crawler, rubber tired, locomotive, and overhead gantry (as assigned). Cranes may be equipped for hoisting or for earth or material movement. Rig buckets, hooks, etc. Responsible for hand lubrication of equipment. Operators should be proficient in robotics and remote operation and advanced technology as those skills become necessary for the performance of the assigned work.

It is the Company’s position that when there is a Crane Operator who is available and not supporting a project, the Company will assign a Crane Operator to existing Track-Hoe work, if available, to gain experience operating the Track-Hoe.

There is one overtime group: MSA

The Supervisory Work Group (SWG) is as follows: Central Crane and Rigging

The Company proposes the above SWG with the understanding that the Company may modify the SWG as business needs dictate.

Memorandum of Understanding (MOU)
Crane Operator/Heavy Equipment Mechanic/Oiler Drug Testing



The scope of this MOU covers all Crane Operators, eight (8) Heavy Equipment Mechanics and one (1) Heavy Equipment Oiler.

This memorandum of understanding is in follow-up to the meeting on November 13, 2012 with Mission Support Alliance, LLC (MSA), Hanford Atomic Metal Trades Council and Operating Engineers Local 280 concerning the impact to employees (Attachment 1) of drug testing under the provisions of the following:


- Washington Administrative Code (WAC) 296-155-53300, Operator Qualification and Certification
- Occupational Safety and Health Administration (OSHA) Standards 29 CFR 1926, Subpart CC, 1926.1427, Operator Qualification and Certification
- United States Department of Energy (DOE) Richland Operations Office (RL) 92-36, Hanford Site Hoisting & Rigging Manual, Section 4.2.3.2, "Substance Abuse Testing for Mobil Crane Operators"
- American Society of Mechanical Engineers (ASME) B30.5, Mobiles and Locomotive Cranes- Safety Standards for Cableways, Crane, Derricks, Hooks, Jacks, and Sling, Section 5-3.1.2, Qualifications for Operators
- MSA Crane Operators Drug Testing Procedure, MSC-PR0-53498 (Attachment 2)

The parties agree to the following:

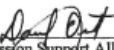
- The Crane Operator Drug Testing Procedure, MSC-PR0-53498, contains the definition of what constitutes operating a crane for the purpose of maintenance inspections and required qualifications.
- Existing MSA HAMTC employees will receive a sixty (60) day notice prior to the test that is required every three (3) years for the Hoisting and Rigging program.
- Individuals lapping or bumping from another company will be required to take an "initial" or "new hire" drug test. These employees will not receive the sixty (60) day advanced notice.
- Nothing in this program is intended to override the companies Fitness for Duty Procedure.
- The attached flow chart outlines the drug testing process (Attachment 3).
- As of the date of signing of this MOU, the Heavy Equipment Mechanics/Oiler included in the scope of this MOU include the following:
 1. Millage Cobb, Timothy Hunter, Michael Jacobs, Kevin Lochridge, David Locke, Timothy Manning, James Manrique, and Robert Mason
- If any of these nine leave their positions, positions will be replaced as follows:
 1. Seek Senior qualified volunteers;
 2. If insufficient qualified volunteers, reverse order of seniority will be used;
 3. Management reserves the right to not backfill the positions.
- The maximum number of Heavy Equipment Mechanics will be eight (8).
- The maximum number of Heavy Equipment Oilers will be two (2).

Memorandum of Understanding (MOU)
Crane Operator/Heavy Equipment Mechanic/Oiler Drug Testing

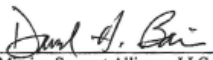


 3-28-13
Operating Engineers, Local 280 Date

 4/4/13
Hanford Atomic Metal Trades Council Date

 3-28-13
Mission Support Alliance, LLC Date

 04/02/13
Mission Support Alliance, LLC Date

 4/2/13
Mission Support Alliance, LLC Date

 2 APR 13

MSA Proposal 6/11/13

APPENDIX “A” AGREEMENT – ELECTRICAL DISPATCHER, SENIORITY GROUP 022E, IBEW LOCAL 77

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DESCRIPTION

ELECTRICAL DISPATCHER

Responsible for writing, checking, executing switching orders, directing craftsman in routine/emergency operations on the sites transmission and distribution systems. Analyze the electrical system and control abnormal and emergency conditions using established procedures or policies. Operate computerized systems (i.e., SCADA) to operate remote switching devices, monitor alarms and system conditions. Make accurate and complete entries of all operations activities, system configuration changes, alarms and problems in the Dispatcher’s daily log. Red line Electrical Utilities switching diagrams and update Dispatcher’s mimic board to ensure all system permanent and temporary configuration changes are recorded. Establish safe working areas through system configuration changes. Issue and receive safe working clearances. Cooperate with other regional transmission and distribution dispatchers of interconnected power systems in maintaining system reliability and direct others. Coordinate with the Bonneville Power Administration and operation and maintenance of the Hanford transmission system in maintaining system reliability per requirements of Energy Northwest’s Columbia Generating Station. Develop and submit required outage and load shift reports to Bonneville Power Administration billing office.

The supervisory work group for Seniority Group 022E will be MSA, with the understanding that the Company may modify SWG as business needs dictate.

The overtime group for Seniority Group 022 will be MSA.

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

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

ELECTRICIAN – JOURNEYMAN

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

ELECTRICIAN – APPRENTICE

Install, test, repair and maintain non-complex electrical equipment and circuits. Assist on and perform complex work under direction of a journeyman. Is enrolled in and must complete the MSA/HAMTC Joint Apprenticeship Program.

The overtime groups will be:

- | | |
|---|--|
| | Backup |
| <ul style="list-style-type: none">• Maintenance Services/WSCF• HAMMER• Fire Systems Maintenance• RES• Safeguards & Security | <ul style="list-style-type: none">• RES• Maintenance Services• Safeguards & Security• Maintenance Services• Fire Systems Maintenance |

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

The Supervisory Work Group (SWG) is as follows:

- Maintenance Services/WSCF
- RES
- Safeguards & Security
- Fire Systems Maintenance
- HAMMER

The Company agrees to the above SWG with the understanding that the Company may modify SWG as business needs dictate.

SHIFT ROTATION PROCEDURE – ELECTRICAL

1. Intent

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

2. New Hires

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

3. Rotation Procedure

- A. Only upon completing three or more consecutive months on a rotating shift assignment may reassignment to a straight-day shift be requested.
- B. Craftsmen assigned to a rotating shift will not be considered for rotation to the straight-day shift unless they request such reassignment in writing.
- C. Craftsmen assigned to the straight-day shift will not normally be rotated to a rotating shift if others in their craft assigned to the straight-day shift have requested, in writing, assignment to a rotating shift.
- D. Craftsmen other than new hires (2 above) assigned to the straight-day shift, shall normally be permitted to remain on such assignment for a minimum of three months.

E. Straight-day shift assignments shall normally be made available for craftsmen requesting rotation off a rotating shift assignment as follows:

1. First consideration shall be given to written requests previously received from craftsmen who have been assigned to the straight-day shift for three or more months and who desire reassignment to a rotating shift. Such requests will be considered in the order of seniority, with first consideration to the request received from the craftsman with the greatest seniority. The craftsman whose request is honored will exchange job assignments with the craftsman who requested removal from a rotating shift.
2. In the absence of any written request from craftsmen desiring rotation off the straight-day shift onto a rotation shift, the craftsman who has been assigned to the straight-day shift for the longest period in excess of three months or who has worked as a new hire for three months or more and has not previously been assigned to the rotating shift shall normally be assigned to exchange job assignments with the craftsman with the greatest seniority who has requested rotation off a rotating shift onto a straight-day shift.

4. Written Requests

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

5. Exclusions

This procedure will not normally be applicable in the following situations:

- A. Craftsmen will not be assigned to a rotating shift if they have physical handicaps which would restrict their ability to do the necessary work on a rotating shift. (Such handicaps must be confirmed by site occupational medical provider.)
- B. Craftsmen may be continued on or be assigned to the straight-day shift if their accumulated radiation exposure would restrict their ability to do the necessary work on a rotating shift.
- C. Personal hardship cases will be considered on the basis of their individual merits.

MSA Proposal Draft 8/26/12

APPENDIX “A” AGREEMENT – FIREFIGHTERS, SENIORITY GROUP 041, LOCAL I-24

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

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PREAMBLE

THIS SUPPLEMENTAL AGREEMENT, entered into by and between [Fluor Hanford Mission Support Alliance, LLC](#), hereinafter called the “Company,” and the Hanford Atomic Metal Trades Council, hereinafter called the “Council,” is applicable solely to those employees represented by the Council who are assigned to work as Firefighters, Firefighters/Paramedics, Lieutenants, and Captains (hereinafter called Firefighters). There are two main sections of the Appendix; Section 1 is for issues that apply to both day shift and platoon Firefighters while Section 2 applies only to those Firefighters who fall under the Three Platoon System described herein except for Section 2, Article 6, which applies to both day shift and platoon Firefighters.

SECTION 1 – APPLICABLE TO ALL FIREFIGHTERS

PROBATIONARY PERIOD

New hire Firefighters and newly promoted officers will have one probationary period of twelve (12) calendar months.

JOB DEFINITIONS

FIREFIGHTER – AREA I, II AND III¹

Perform all phases of Firefighter work and service firefighting equipment. Make fire watch tours.

FIREFIGHTER – PLATOON I, II AND III¹

Perform all phases of Firefighter work and service firefighting equipment. Make fire watch tours.

FIREFIGHTER – PLATOON – EMT I, II AND III¹

Perform all phases of Firefighter work and service firefighting equipment. Make fire watch tours. Maintain active emergency medical technician card and perform emergency medical treatment.

FIREFIGHTER – PARAMEDIC PLATOON¹

Perform all phases of advanced emergency medical service activities and maintain Washington State Paramedic Certification and continuing education requirements. Maintain ambulances and medical inventories, and follow EMS protocols as established by the Medical Program Director. Perform the job duties and possess the qualifications of a Firefighter.

FIREFIGHTER – PARAMEDIC DAYS¹

In addition to the above for platoon paramedics the day paramedic will perform all day assignments as directed by his/her supervisor. In addition the day paramedics will provide back up support to the platoon paramedics when emergency conditions exist and other platoon paramedics are not available or need assistance. Will also on an as-need basis, provide relief and back up during normal day to day operations for the platoon paramedics.

LIEUTENANT- PLATOON¹

Perform all phases of Firefighter work and service firefighting equipment. Make fire watch tours. Maintain active emergency medical technician card and perform emergency medical treatment. When detailed, perform all phases of Firefighter Captain's work to include, but not be limited to, overseeing the assigned fire station, equipment and personnel in the assigned area and assume the role of Incident Commander until relieved by a more senior officer.

¹ Levels I, II and III signify the number of paid certifications held by each Firefighter (i.e., Pumper Operator, Hazmat Technician, Dispatcher, Rescue Technician, Paramedics – Firefighter Instructor Level I and Senior EMT Instructor or Firefighter Instructor Level I and BLS Evaluator.

LIEUTENANT – DAY SHIFT¹

Performs all phases of firefighter work and services fire equipment. Make fire watch tours. Maintain active emergency medical technician certification and performs emergency medical treatment. When detailed to T&L acts as a lead worker in charge of a crew under the guidance of the T&L Captain. When upgraded performs all phases of the T&L Captain's work. When detailed to the Training Division works for the Training Captain and instructs crews, prepares lesson plans and conducts drills. When upgraded performs all phases of the Training Captains work. Day Lieutenants will provide secondary response and secondary emergency staffing as requested by the incident commander or a senior officer. Acts as a company officer when assigned.

LIEUTENANT – DAY SHIFT¹ PARAMEDIC

Performs all phases of firefighter work and services fire equipment. Make fire watch tours. Maintain active paramedic card and perform emergency medical treatment. When acting as a Captain, provide advanced life support until another paramedic arrives on scene to assume responsibility for patient care. When detailed to T&L, acts as a lead worker in charge of a crew under the guidance of the T&L Captain. When upgraded performs all phases of the T&L Captain's work. When detailed to the Training Division works for the Training Captain and instructs crews, prepares lesson plans and conducts drills. When upgraded performs all phases of the Training Captain's work. Day Lieutenants will provide secondary response and secondary emergency staffing as requested by the incident commander or a senior officer. Acts as company officer when assigned.

LIEUTENANT/PARAMEDIC I and II²

Perform all phases of Firefighter work and service firefighting equipment. Make fire watch tours. Maintain active paramedic card and perform emergency medical treatment. When acting as a captain, provide advanced life support until another paramedic arrives on scene to assume responsibility for patient care.

FIRE CAPTAIN – PLATOON¹

Perform all phases of Firefighter Captain's work to include, but not be limited to, overseeing the assigned fire station, equipment and personnel in daily operations. Maintain active emergency medical technician card and perform emergency medical treatment. Provide initial response to emergencies in assigned area and assume the role of Incident Commander until relieved by a senior officer. Ensure assigned personnel are adequately trained to perform their duties. Captains are classified as represented exempt employees.

FIRE CAPTAIN – TESTING AND LOGISTICS¹

Perform all phases of Firefighter Captain's work to include, but not be limited to, overseeing the assigned fire station, equipment and personnel in daily Fire Systems Testing and Logistics. Maintain active emergency medical technician card and perform emergency medical treatment. Provide response and secondary emergency staffing as requested by the Incident Commander. Act as company officer when needed in the absence of a platoon fire captain. Captains are classified as represented exempt employees.

¹ Levels I, II and III signify the number of paid certifications held by each Firefighter (i.e., Pumper Operator, Hazmat Technician, Dispatcher, Rescue Technician, Paramedics – Firefighter Instructor Level I and Senior EMT Instructor or Firefighter Instructor Level I and BLS Evaluator.

² Lieutenant and Captain/paramedics are only eligible for one skill adder, so there are only two pay categories.

FIRE CAPTAIN – TRAINING¹

Perform all phases of Firefighter Captain's work to include, but not be limited to, overseeing the assigned fire station, equipment and personnel in daily Training Group activities. Maintain active emergency medical technician card and perform emergency medical treatment. Provide response and secondary emergency staffing as requested by the Incident Commander. Act as company officer when needed in the absence of a platoon fire captain. Captains are classified as represented exempt employees.

FIRE CAPTAIN – DRILL TEAM^{1, 2}

Perform all phases of Firefighter Captain's work to include, but not be limited to, overseeing the assigned fire station, equipment and personnel in and provide support to Emergency Preparedness drill and exercises as a drill team member supporting the Training Group. Maintain active emergency medical technician card and perform emergency medical treatment. Provide response and secondary emergency staffing as requested by the Incident Commander. Act as company officer when needed in the absence of a platoon fire captain. Captains are classified as represented exempt employees.

FIRE CAPTAIN PARAMEDIC – PLATOON^{1,2}

Perform all phases of Firefighter Captain's work to include, but not be limited to, overseeing the assigned fire station, equipment and personnel in daily operations. Provide initial response to emergencies in assigned area and assume the role of Incident Commander until relieved by a senior officer. Ensure assigned personnel are adequately trained to perform their duties. Maintain active paramedic card and perform emergency medical treatment. When acting as a Platoon Captain, provide advanced life support until another paramedic arrives on scene to assume responsibility for patient care. Captain Paramedics will not be used for Paramedic platoon staffing. Captains are classified as represented exempt employees.

FIRE CAPTAIN PARAMEDIC – DAYS^{1,2}

Perform all phases of Firefighter Captain's work to include, but not be limited to, overseeing the assigned fire station, equipment and personnel. Provide response and secondary emergency staffing as requested by the Incident Commander. Act as company officer when needed in the absence of a platoon fire Captain. Maintain active paramedic card and perform emergency medical treatment. When acting as a Platoon Captain, provide advanced life support until another paramedic arrives on scene to assume responsibility for patient care. Captain Paramedics will not be used for Paramedic platoon staffing. Captains are classified as represented exempt employees.

FIRE-CAPTAIN - DISPATCH

Perform all phases of Firefighter Captain's work to include, but not limited to, overseeing the assigned fire station, equipment and personnel in daily dispatch center activities. Maintain active emergency medical technician card and perform emergency medical treatment. Provide response and secondary emergency staffing as requested by the incident Commander. Act as company officer when needed in the absence of a platoon fire captain. Captains are classified as represented exempt employees.

¹ Levels I, II and III signify the number of paid certifications held by each Firefighter (i.e., Pumper Operator, Hazmat Technician, Dispatcher, Rescue Technician, Paramedics – Firefighter Instructor Level I and Senior EMT Instructor or Firefighter Instructor Level I and BLS Evaluator.

² Lieutenant and Captain/paramedics are only eligible for one skill adder, so there are only two pay categories.

FIRE-CAPTAIN – FUELS MANAGEMENT

Perform all phases of Firefighter Captain's work to include, but not limited to, overseeing the assigned fire station, equipment and personnel in Wildland fuels management operations. Maintain active emergency medical technician card and perform emergency medical treatment. Provide response and secondary emergency staffing as requested by the incident Commander. Act as company officer when needed in the absence of a platoon fire captain. Captains are classified as represented exempt employees.

ARTICLE 1 - PROCEDURE FOR LAYOFFS AND STATION CLOSURES

The HFD Apprenticeship Program will continue operating under the standards approved under the Washington State Department of Labor and Industries apprenticeship agreement.

During a reduction in the workforce in the Firefighter classification, layoffs shall be based on seniority and Paramedic certification including apprentices. When the minimum number of Platoon Paramedics is met, the remaining Paramedics will fall under the normal seniority guidelines.

For the purposes of this procedure, the Hanford Firefighters will be listed in four classifications determined by base rate of pay:

1. Captains – Platoon and Dayshift Captains will be considered one classification.
2. Lieutenants – Platoon and Dayshift Lieutenants will be considered one classification.
3. Platoon Firefighters
4. Dayshift Firefighters

In the event of a layoff or station closure, the displaced Captain(s), Lieutenant(s) or Firefighters affected will have the opportunity to maintain the highest classification available according to seniority.

- A Captain or Lieutenant may be bumped down to a Firefighter position due to seniority.
- A Captain, Lieutenant or Fire Fighter may bump someone below them on the seniority list from platoon to a days shift position.

In the event of a layoff, the number of light duty positions available will be in proportion to the number of Hanford Firefighters laid off at a 14/1 ratio.

ARTICLE 2 – PENSIONABLE EARNINGS

Certification adders (see Article 7) that are included in wage formula will be used when calculating pension earnings.

ARTICLE 3 – FIREFIGHTERS – EMT CERTIFICATION

1. The ambulances are assigned to the Firefighters who have full responsibility for operation of the ambulances.
2. All Firefighters hired on or after November 5, 1980, must as a condition of employment, become EMT certified and recertified as required.
3. Those incumbent Firefighters who (incumbent as of November 5, 1980) do not wish to be certified as EMT will not, as a condition of employment, be required to be certified. All Firefighters will be expected to participate in all training as they have in the past, including EMT training.
4. All EMT certified Firefighters will, upon attaining EMT certification be compensated at the appropriate Firefighter Platoon (EMT) or Firefighter Area (EMT) rate which will reflect an addition of ten dollars (\$10) onto the base rate of both Platoon and Area Firefighters (this has been included in the base since 1980).
5. The firefighter apprenticeship program will take preference over initial EMT certification requirements and it is agreed that anyone hired after the agreement reached on November 5, 1980, will have one (1) year following becoming a journeyman firefighter to become EMT certified.

ARTICLE 4 - OVERTIME – PRIOR TO VACATION PERIODS

The following procedure will be utilized by Fluor Hanford Mission Support Alliance, LLC (MSA) and is applicable to all seniority groups and classification represented by the Council:

1. This is for application only to those situations where an employee’s days of rest immediately precede this vacation period.
2. If overtime requirements can be satisfied by utilizing only a portion of the crew to which an employee is assigned, the employee scheduled for vacation will not be offered an overtime assignment nor will he be charged for refusal if he was inadvertently made such an offer.
3. If the entire crew is required for an emergency overtime assignment, the employee scheduled for vacation will not be bypassed and he will receive no different consideration than will other members of the crew.
4. In the event an employee wishes to be considered for overtime immediately preceding the 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 5 - IMMEDIATE FAMILY MEMBERS WORKING IN THE FIRE DEPARTMENT

This paragraph is intended to clarify previous discussion on this subject. The Company and the Union recognize that immediate family members currently work in the Fire Department.

Starting on the effective date of this contract, the Company and the Union both pledge their efforts to prevent immediate family members from working in the same area (area is defined as North and South, of the Wye barricade) on the same shift. To the extent possible, both parties will work to this end.

ARTICLE 6 - 4 x 10 SHIFT – FIRE DEPARTMENT TESTING AND LOGISTICS GROUP, FUELS MANAGEMENT, TRAINING, AND EMERGENCY PREPAREDNESS

A 4 x 10 shift in the Fire Department was established in November 1986 to support maintenance of fire alarm systems. FH-MSA and the Union would like to continue this shift. Listed below are the items originally outlined regarding this shift which has been clarified to conform to changes in the labor agreement since this shift was put in place. Those working Monday through Thursday are considered to be on “A” shift, while those working Tuesday through Friday are on “B” shift.

Hours of Work: 7:00 a.m. to 5:00 p.m.

Pay Rate: Will stay the same for forty (40) hours per work week.

Vacation: Employees will accrue hours of vacation based on their schedule. Since employees are working forty (40) hours per week, there is no impact on the rate of accrual. They will accrue the same amount of hours per week as does a five (5) day/eight (8) hour per day employee. Half-day vacations are five (5) hours for employees on the 4 x 10 shift.

<u>Years of Vacation Service Credit</u>	<u>Hours of Vacation Accrued Per Weekly Pay Period</u>	<u>Duty Hours of Vacation Per Year</u>
<u>0 through 5</u>	<u>1.54</u>	<u>2</u>
<u>Over 5 through 10</u>	<u>2.31</u>	<u>3</u>
<u>Over 10 through 20</u>	<u>3.075</u>	<u>4</u>

Over 20	3.845	5

Sick Time: A Non-Platoon Firefighter on 4x10 shift will be eligible for a maximum of 160 hours of sick time in any 12 month period provided:

- a) The employee reports the absence or anticipated absence to their supervisor as soon as reasonably possible and keeps their supervisor informed of his/her condition.
- b) The employee submits, upon request, verification of illness or disability satisfactory to the Hanford Fire Department Chief or his delegate, or to the Workforce Service Representative.
- c) In the opinion of the Hanford Fire Department Chief or his delegate, or the Workforce Service Representative, such payment is appropriate in light of the circumstances surrounding the illness or disability.

Personal Time: A Non-Platoon Firefighter on 4x10 shift is eligible for 40 hours of personal time in any 12 month period subject to the approval of the Hanford Fire Department Chief or his delegate or a Workforce Services Representative.

Death in the Family: A Non-Platoon Firefighter is eligible for up to 40 hours paid time off in any 12 month period for absences due to a death in the family.

Holiday: A Non-Platoon Firefighter on 4x10 shift is eligible for ten holidays (100 hours) per year. Included in the ten (10) holidays a year is one floating holiday to be selected by the employee. The holiday must be approved in advance by management.

Salary Continuance: A Non-Platoon Firefighter will accumulate an additional illness absence allowance of 16 hours for each year of continuous service up to a maximum of fifteen service years in any twelve (12) month period.

Overtime: For the purpose of determining overtime hours worked, a firefighter's (non-platoon) workday, begins when the employee starts work and ends twenty-four (24) hours later. A work week begins at a fixed time each week based on the employee's working schedule and ends one-hundred sixty-eight (168) hours later.

Firefighters would receive time and one-half for the first five (5) hours of overtime worked in a workday over ten (10) hours and double time thereafter. A 4X10 shift firefighter must be provided at least six (6) hours of rest before returning to work or that firefighter will be paid double time for the next workday.

Captains (non-platoon) working overtime will be paid at the base straight time rate, unless they are required to work on a recognized Facility Closure Day, then they will be paid a facility closure premium allowance of one and one-half times the base hourly rate. This allowance is paid without regard to overtime limitations. Hours worked on a scheduled day of rest will be included in calculating overtime for the work week. A scheduled day of rest shall be any day that a Captain is not scheduled to work as a regular part of his shift.

First and Second Days of Rest: In an effort to connect the 4 x 10 shift to the existing contractual language, the Company recognizes "A" shift's first day of rest to be Friday and the first five (5) hours of Saturday, (7:00 a.m. – 12:00 noon). The second day of rest is recognized as the second five (5) hours of Saturday (12:00 noon to 5:00 p.m.) and Sunday. The Company recognizes "B" shift's first day of rest to be Monday and the first five (5) hours of Saturday (7:00 a.m. to 12:00 noon). The second day of rest

is recognized as the second five (5) hours of Saturday (12:00 noon to 5:00 p.m.) and Sunday. Work performed during the first day of rest is paid at time and one-half. Work performed during the second day of rest is paid at double time.

Day shift Paramedics may be used to staff platoon vacancies up to a maximum of four hours.

ARTICLE 7 – CERTIFICATION PROGRAM

1. It is intended that Pumper Operator, Hazardous Material Technician, Rescue Technician and Dispatcher certifications will not be factors in the selection of an employee for a posted position. However, placement into the position may be delayed pending the attainment of the required certification levels on that shift. The mechanism as outlined in paragraph 4 of both Pumper Operator and Hazardous Material Technician will be utilized to achieve the required levels.
2. Certifications will not be considered a factor in the event of lay-off.
3. Certification classes will be offered a minimum of every two years or when it is determined that additional certifications are required, volunteers or the least senior Firefighter without compensated certifications as a Pumper Operator, Hazardous Material Technician, Rescue Technician or Dispatcher will be allowed up to two attempts at certification. If certification is not attained by any of the candidates, the least senior Firefighter will be placed in another position within the bargaining unit of the HFD, then at [Fluor Hanford, Inc. MSA](#) or, failing that, will be released from employment at Fluor Hanford, Inc.
4. Dayshift Firefighters shall be eligible for an additional certification identified as either, Instructor II International Fire Service Accreditation Congress or Inspector I International Fire Service Accreditation Congress.

PUMPER OPERATOR

1. Firefighters will perform all phases of Firefighter/Firefighter EMT work and be assigned to operate pumpers and will assume full responsibility for operation of the pumpers.

Maintain inventories and participate in annual pump and ladder test certifications. Firefighter/Firefighter EMT, and Lieutenants, Pumper Operators could be required to act in the capacity of senior representative at the immediate fire scene should the fire officer be unavailable.

2. Maintain Washington State valid driver's license and recertify under the NFPA 1002 requirements every two years.
3. A minimum number of Firefighters as determined by management will remain certified as pumper operators and at least one will be assigned to each fire station and within the Firefighter - Area group.
4. Those Firefighters attempting to become certified will be given two opportunities to meet the requirements. Should it be necessary, the next volunteer or least senior Firefighter without at that station will be required to become a certified pumper operator. Failure to attain adequate staffing may require forced transfers.
5. Firefighters are not eligible to qualify as pumper operators until attaining third year (24-month rate) certification in the three-year apprenticeship program.

HAZARDOUS MATERIALS TECHNICIAN

1. Performs all phases of Firefighter work, participate as a haz-mat team member to isolate, identify, contain and control hazardous materials incidents, and performs decontamination of equipment and personnel. Hazmat technicians must be capable of performing all required work associated with hazardous materials operations without direct supervision. Hazmat technicians may be required to act as the team leader during a hazardous materials incident.
2. Required to maintain Hazardous Materials Technician Level Certification, which encompasses the requirements listed in the NFPA Standard 472, Code of Federal Regulation requirements as listed in 29CFR1910.120 subsection Q and be able to maintain additional medical and physical requirements as identified in the OSHA Medical Guidance for Hazardous Waste Activities and other applicable certifications and standards.
3. A required number, determined by management, will remain certified as hazardous materials technicians on each platoon shift. Should the number become less than required, the positions needed on that platoon shift will be posted at each station. The required positions will be filled by volunteers. If the positions are not filled in this manner, then the lowest senior journeyman Firefighter will be required to become certified.
4. Those Firefighters attempting to become certified will be given two opportunities to meet the requirements. Should it become necessary, the next journeyman volunteer or lowest senior journeyman Firefighter on that shift will be required to become a hazardous materials technician. Failure to attain adequate staffing may require forced transfers.
5. All hazardous materials technicians will be required to complete the minimum annual training requirements. Hazardous materials technicians will be required to show competency in the use of all hazardous materials response equipment and procedures as required in the above referenced standards.

FIREFIGHTER/PARAMEDIC

1. Firefighter/Paramedics are required to be nationally registered and Washington State certified although those Firefighter/Paramedics certified by Washington State prior to 1986 need not be nationally registered. These certifications must be maintained as a condition of employment. Additionally, paramedics must comply with the EMS protocols and maintain qualifications required by the Mid-Columbia EMS Medical Program Director.
2. Firefighter/Paramedics will be required to meet all training requirements. Time spent in training to maintain certification will be compensated. Travel time and travel expenses will not be compensated.
3. Firefighter/Paramedics will be required to support the HFD training staff as necessary by providing instruction to EMTs and First Responders. This would include the First Responder program and the continuing education requirement for EMTs. All Paramedics will maintain Firefighter Instructor Level 1 and Senior EMT Instructor or Firefighter Instructor Level 1 and BLS Evaluator for the above-mentioned programs.
4. Even though Firefighter/Paramedics are a separate classification from Firefighters, those assigned to work the three-platoon system will be subject to all appropriate provisions of the Supplemental Agreement between [FH-MSA](#) and HAMTC for Firefighters.

RESCUE TECHNICIAN

1. Performs all phases of Firefighter work and participate as a Rescue Technician to effect a rescue, including vehicle extrication, trench rescue, rope rescue, confined space rescue, and water rescue in accordance with training. Rescue technician must be capable of performing all required work associated with rescues without direct supervision. Rescue technicians may be required to act as the team leader during a rescue.
2. Required to maintain Rescue Technician certification in accordance with the requirements listed in the NFPA Standard 1670.
3. A required number of Rescue Technicians as determined by management will remain certified on each platoon shift. Should the number become less than required, the position(s) will be posted at each station. The required positions will be filled by volunteers. Lacking sufficient volunteers, the lowest senior journeyman Firefighter will be required to become certified.
4. Those Firefighters attempting to become certified will be given two opportunities to meet the requirements. Should it become necessary, the next journeyman volunteer or lowest senior journeyman on that shift will be required to become a Rescue Technician. Failure to attain adequate staffing may require forced transfers.
5. All Rescue Technicians will be required to complete the minimum training requirements. Rescue Technicians will be required to show competency in the use of all rescue equipment and skills as required in the above-referenced standard every two years, at a minimum.

DISPATCHER

1. Firefighters will perform all phases of Firefighter work and be assigned to operate the Hanford Fire Department dispatch center on a platoon shift and will assume full responsibility for its operation. Performs all phases of the dispatcher function for emergencies and non-emergency operations

including but not limited to the use of the computer aided dispatch system. Supports the testing of alarm systems, gathering and reporting of weather, dispatches crews to emergencies and supports their efforts, etc. Does other incidental work as may be required.

2. Recertify under the NFPA 1061 requirements every two years.
3. A minimum number of Firefighters as determined by management will remain certified as a dispatcher. Should the number become less than required the positions will be filled by volunteers. If the positions are not filled in this manner, then the lowest senior journeyman Firefighter will be required to become certified.
4. Those Firefighters attempting to become certified will be given two opportunities to meet the requirements. Should it become necessary, the next journeyman volunteer or lowest senior journeyman Firefighter on that shift will be required to become a Dispatcher. Failure to attain adequate staffing may require forced transfers.
5. All Dispatchers will be required to complete the minimum annual training requirements. Dispatchers will be required to show competency in the use of all dispatch equipment and procedures as required to operate in the position.

INSTRUCTOR 2 INTERNATIONAL FIRE SERVICE ACCREDITATION CONGRESS (IFSAC)

1. This certification is offered only to those Firefighters/Officers permanently assigned in the Response Readiness Training and the Emergency Preparedness groups (overtime, relief, and short term assignments do not constitute permanent job assignment). Upon leaving the Response Readiness Training group the Firefighter will relinquish the rights to payment for the certification.
2. This certification is voluntary.
3. This certification is administered by the State of Washington, as the schedule at the Fire Training Academy allows, those Firefighters interested in certification will be scheduled by seniority.
4. There are currently no recertification criteria for this certification. If in the future the State of Washington imposes updates, changes, or recertification, the Firefighter will have to complete whatever updates are required to maintain certification or they will have the certification removed.

INSPECTOR 1 IFSAC

1. This certification is offered only to those Firefighters/Officers permanently in the Testing and Services group (overtime, relief, and short term assignments do not constitute permanent job assignment). Upon leaving the Testing and Services group, the Firefighter will relinquish the rights to payment for the certification.
2. This certification is voluntary.
3. This certification is administered by the State of Washington, as the schedule at the Fire Training Academy allows, those Firefighters interested in certification will be scheduled by seniority.
4. There are currently no recertification criteria for this certification. If in the future the State of Washington imposes updates, changes, or recertification, the Firefighter will have to complete whatever updates are required to maintain certification or they will have the certification removed.

ARTICLE 8 - FITNESS PROGRAM:

See Attachment "A", [Physical Fitness and Evaluation Program](#).

WELLNESS - FITNESS INITIATIVE:

The Union and Company agree that the "Fire Service Joint Labor Management Wellness-Fitness Initiative" cooperatively developed by the International Association of Firefighters and the International Association of Fire Chiefs (IAFF/IAFC) will be the model for the daily mandatory fitness program for the HFD. To this end the Union and Company will work toward the implementation of this program during the term of this contract. Changes to the original program will only be initiated after the Union and Company have met to discuss those changes prior to implementation.

Firefighters in the Hanford Fire Department must as a condition of employment, participate in the HFD mandatory fitness program.

FITNESS STANDARD/FITNESS EVALUATIONS:

The fitness standards are outlined in the "Physical Fitness and Evaluation Program" dated ~~June 10, 2004~~ [August 29, 2007](#). If a firefighter fails to meet the physical fitness standard the firefighter will remain on their current assigned shift for up to two full go rounds, up to eight 24 hour shifts, to allow time for their management to schedule and complete the field test. During this period, the firefighters may be assigned to ride with the Battalion Chief as a scribe or to the dispatch center as an assistant to the assigned dispatcher. [The "light duty" Captain positions may include Day Testing and Logistics \(T&L\), Drill Team, Training or Dispatch Captain positions.](#) They will not be assigned any response duties until they pass the field test. If the firefighter is unable to complete the field test as required in the Physical Fitness Program, the firefighter will be eligible for, if available, one of the agreed to available light duty positions or may choose Short Term Disability benefits and Long Term Disability benefits. These firefighters may immediately go to the Short Term Disability program plan rather than any available alternative employment if they so choose.

FIREFIGHTER/CAPTAIN FITNESS PROGRAM DISQUALIFICATION DISABILITY PLAN

First Six Months

Day 1 through day 180:

Benefit equal to 65% of base pay rate as of last day worked. (Base pay is defined as the rate of pay for the employee's regular shift at the time of disability, i.e., dayshift employees = dayshift rate, Platoon shift employees = Platoon shift rate of pay).

Salary continuance, if available, can be used to supplement up to 100% of pay (under this plan salary continuance does replenish).

Pension benefit service continues to accrue. Last salary rate as an active employee applies.

Welfare benefits can continue.

- Medical coverage for individual and enrolled dependents at same rates as paid by active employees.
- Annual open enrollment available if during six month period.
- Basic Life Insurance – coverage continues at 2x base pay at same rate as paid by active employees.

Vacation accrual continues as long as the employee is receiving salary continuance.

Other deductions continue:

- As applicable: Personal Accident, GUL, Dependent Life, Long Term Care
- Savings Plan contributions continue
- Savings Plan loan repayments.

Subsequent 18 months

(Months 7 through 24)

Benefit equal to 50% of straight-time base pay

- Salary continuance cannot be used to supplement
- Pension benefit continues to accrue
- Continue welfare benefits
- Same as LTD benefits (day 181 through 2 years)
- @ same cost as paid by actives
- No vacation accrual
- Other deductions (savings, GUL, PAI, Dependent Life, LTC, cease to continue)
- Requirement for continued benefits, retest every six months

Benefits Cease

- If individual passes subsequent fitness standards within the 24-month period.
- Individual takes other employment within contractor group
- Individual elects to take a reduction of force if offered.
- Individual elects to take another job within [FH-MSA](#) or a [FH-MSA](#) subcontractor or another Hanford Site contractor that is a part of the HEWT.
- Individual cannot "double-dip" both disability plans, i.e., Medical STD and this plan.

REGULAR HAMTC STD PROGRAM

The benefits that are currently applicable to HAMTC members for Short-Term Disability Benefits (65% of base pay) shall also be applicable to Firefighters effective August 1, 2004.

Accommodation to Firefighters not Meeting Physical Fitness Requirements

For the purpose of accommodating Firefighters that have been identified as unable to qualify either due to medical or physical fitness reasons, and are unable to be cleared for emergency response duties will have an opportunity for one of the following positions. Also at this time all special certification pay adders will be terminated after six (6) months until such time the individual is certified or qualified and can again perform the certification work expectations. Selection for only these positions will be determined by seniority, and ability to perform the work:

- Three positions – one Radio Firefighter Dispatch position per platoon.
- Three positions – Firefighter T&L assigned to perform fire system testing or SCBA maintenance, inspection, and air bottle filling duties.
- One Captain Position – Captain Day T&L or Drill Team position.

Temporary Accommodating Firefighters on Work Restriction

Two positions will be available to accommodate short term restrictions for a maximum of two go rounds for platoon personnel at the discretion of the Fire Chief or his designee. These positions will be available to platoon personnel injured in the line of duty, and then to injuries and illness occurring outside employment at HFD. These positions will be limited to assignment to ride with the Battalion Chief as a scribe or the dispatch center as an assistant to the assigned dispatcher.

Two positions will be available to accommodate short term restrictions for a maximum of two work weeks for day shift personnel at the discretion of the Fire Chief or his designee. These positions will first be available to day shift personnel that are injured in the line of duty, and then to injuries and illness occurring outside employment at HFD. These positions will be limited by the nature the restriction and the demonstrated ability of the restricted employee to perform basic T&L functions.

ARTICLE 9 – PROMOTION PROCESS

A letter will be posted to the union bulletin boards advising HFD members that a Captain or Lieutenant test is being held. The promotion process will consist of completion of a written test, an oral board, and a practical test. A member of management, bargaining unit appointed officer and a member from the Training Group will conduct the practical testing. A member of management, bargaining unit appointed officer, and an offsite officer will conduct the oral board. Each portion of the test will count equally towards the final score.

Each person taking the test will be advised of his/her position and score. After the candidates have been informed, the ranking of those eligible will be posted on the union bulletin board. The list will be good for one year or until 20% have been promoted or stricken from the list.

To be eligible for the Captain's test, Lieutenants must have three (3) years experience with HFD, have completed one year as Lieutenant in good standing and have completed a [Fluor HanfordMSA](#) recognized fire science core curriculum or equivalent.

To be eligible for the Captain's test, firefighters must have five (5) years experience with HFD, be a journeyman firefighter in good standing and have completed a [Fluor HanfordMSA](#) recognized fire science core curriculum or equivalent.

Upgrades to acting Lieutenant will be offered first to those on the Lieutenant's promotional list.

Upgrades to acting Battalion Chief may be offered to Captains.

The Chief will promote a Lieutenant to Captain by choosing from the top three candidates.

All promotions through the rank of Captain will have a one year probationary period. Employees who are not meeting the established expectation will be returned to their former rank.

ARTICLE 10 – UPGRADE TO FIREFIGHTER CAPTAIN

Effective May 7, 2012 at 8:00 a.m. the upgrade pay will be calculated at the higher of the first step/starting rate of Firefighter Captain or ten percent (10%) above the base rate of the individual Firefighter or Lieutenant that is being upgraded.

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ARTICLE 110 - TRADING WORK TIME

Firefighters are allowed to trade work time in accordance with the HFD Policy. The Hanford Fire Department Chief will work with the International Association of Firefighters, Local #1-24 in the development of the Trading Work Time Policy.

ARTICLE 124 – VACATION ACCRUAL

When a firefighter is off work as a result of failing to meet the physical fitness standard as detailed in the "Firefighter's Physical Fitness and Evaluation Plan," the firefighter will continue to accrue vacation up to the maximum allowable benefit.

When a firefighter is on Short Term Disability as a result of an accident or illness, vacation accrual will continue for a maximum of four (4) weeks.

Section 2 – Applicable only to Platoon Firefighters

Section 2 applies only to those Firefighters who fall under the Three Platoon System described herein except for Section 2, Article 6 and Article 7, which applies to both day shift and platoon Firefighters. Accordingly, and as to employees so assigned, this Supplemental Agreement supersedes in their entirety the following provisions of the 2007-TBD FHMSA/HAMTC Agreement:

Article VII	HOURS OF WORK AND SHIFTS
Article VIII	OVERTIME AND PREMIUM RATES
Article IX	TIME OFF WITH PAY (TOWP)
Article XV	LEAVES OF ABSENCE AND MILITARY SERVICE
Article XIX	WAGE AND SHIFT PREMIUM
Article XXII	SEPARATION PAY ALLOWANCES

All other provisions of the FHMSA/HAMTC Agreement shall continue to be applicable, in accordance with their terms, to Firefighters assigned to the Three Platoon System or to day shift positions.

ARTICLE 1 - SCHEDULE OF HOURS

1. Work Day

The work day for a Firefighter, assigned to work under the Three Platoon System will begin at 8:00 a.m. and end twenty four (24) hours later.

2. Work Week

The work week for a Firefighter, assigned to work under the Three Platoon System will begin at 8:00 a.m. on Monday and will end one hundred sixty eight (168) hours later.

3. Schedule of Hours

Firefighters assigned to work under the Three Platoon System shall have duty schedules under which nine (9) weeks shall constitute a cycle for each platoon. Within such nine (9) week cycles there shall normally be:

Three (3) workweeks, each having seventy-two (72) duty hours (3 duty days):

Six (6) workweeks, each having forty-eight (48) duty hours (2 duty days).

A duty day is a twenty four (24) hour workday to which the Firefighter is assigned to work in accordance with his schedule. Each duty day is followed by a scheduled twenty four (24) hour rest period (one full workday) beginning at 8:00 a.m. one day and ending at 8:00 a.m. the following day. After a series of three (3) duty days, the schedule provides for four (4) consecutive twenty four (24) hour rest periods (4 complete workdays).

FHMSA will maintain the long standing practice that if an individual is on duty for any part of a scheduled work week, they will be paid for the entire week.

4. Work Outside Normal Schedule of Hours

The occasional necessity for requiring a Firefighter to perform work at a time outside his normal schedule of hours is recognized by the Company and the Council. Payment for such time worked shall be in accordance with Article 2.

5. Change of Shift Assignment

The Company will use its best efforts to give at least a forty-eight (48) hour notice of any change in his/her shift assignment.

6. The rule of one station officer (Captain or Lieutenant), North and one South applies.

7. There must always be a Captain, Lieutenant, or Lieutenant candidate on duty at each station. The upgrade pay and status will only be for the time the person is needed in the upgraded position. The upgraded pay status will be for the entire twenty four (24) hour shift if the initial upgrade exceeds twelve (12) hours.

8. If there are no eligible Fire Department personnel available for coverage, a Captain or Lieutenant must hold over to fill the position.

9. Captains will be encouraged to upgrade to the BC position.

10. Travel between fire stations for relief personnel who are re-assigned prior to leaving their last scheduled work day, will report to the assigned station and utilize their own transportation. Without advance notice, if the use of an employee's private vehicle is required, (on a voluntary basis) the employee can claim reimbursement for the use of that vehicle at the appropriate government mileage rate. Travel bags will be provided for transporting all firefighting gear to the new assignment.

ARTICLE 2 - WAGES

1. Fixed Weekly Rate – This will be the HAMTC Wage Progression scale.

2. Regular Hourly Rate

A Firefighter's regular hourly rate for a particular work week will be determined by dividing the fixed weekly rate, by the number of hours he actually was on duty within the work week. If in a particular work week, such computation results in an hourly rate of less than the minimum wage rate established by the Fair Labor Standards Act, as amended, the regular hourly rate shall be the minimum wage rate as established by the Fair Labor Standards Act, as amended.

3. Premium Pay

A Firefighter will be paid, in addition to his regular rate as set forth above, as overtime compensation, a premium of one-half (1/2) the regular hourly rate for all hours on duty in excess of eight (8) hours within each calendar day within the work week, or for all hours on duty in excess of forty (40) hours within the work week, whichever is greater.

4. Overtime Pay for Work Outside Normal Schedule of Hours

Premium pay for work outside the normal schedule of hours shall be increased to an amount of equal to one and one-half (1-1/2) times the average hourly rate for a nine (9) week cycle.

Captains working overtime will be paid at the base straight time rate and will keep a separate list from the firefighters.

5. Holiday Pay

Holiday Pay is included in the base salary of a Platoon Firefighter consistent with Grievance 88-368 Arbitration Settlement.

6. Call-In Pay

Call-in is the result of an emergency condition that occurs outside the normal schedule of hours and which could not be anticipated. Those Firefighters who are called in and receive less than sixteen (16) hours notice will receive not less than the equivalent of four (4) hours of pay at their straight time rate.

7. Computing Time

Duty time shall be computed to the nearest one-tenth (1/10) hour.

8. Payment of Wages

The Company will endeavor to pay all wages earned during a workweek on the Friday following the end of such workweek.

9. Negotiated Rates

The negotiated rates to be used for absence payments, applicable to Article 3, 4, 5 and 6 are the applicable average hourly rate 56 hours, as listed in the Appendix A wage scale.

~~10. Upgrade to Firefighter Captain Platoon~~

~~Effective May 7, 2012 at 8:00 a.m. the upgrade pay will be calculated at the higher of the first step/starting rate of Firefighter Captain Platoon (HCFC2) or ten percent (10%) above the base rate of the individual Firefighter or Lieutenant that is being upgraded.~~

~~10.11. Overtime Lunches~~

~~A. When a Firefighter is held over for a full regular duty day, he shall be provided with overtime lunches for the morning, noon, and evening meals. If the holdover is for less than a regular duty day, but for more than two (2) hours, he shall be provided the opportunity for an overtime lunch at the end of the first two (2) hours and a approximately five (5) hour intervals.~~

~~B. Firefighters called in for emergency conditions shall be provided with a lunch and an opportunity to eat such lunch on Company time at approximately five (5) hour intervals, except as noted in c) below.~~

~~C. Notwithstanding the foregoing, lunches will not be provided for Firefighters in cases where the expiration of the five (5) hour period falls within one half (1/2) hour of the time the employee is to be relieved from his work assignment.~~

ARTICLE 3 - WORKER'S COMPENSATION, ILLNESS AND PERSONAL LEAVE AND BEREAVEMENT PAY

1. Worker's Compensation

An employee who is out for an entire work week 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 Article XI of the [2007-TBD-FHMSA/HAMTC](#) Collective Bargaining Agreement.

2. Personal Illness

A Firefighter with continuity of service, as defined in Article XIII of the [2007-TBD-FHMSA/HAMTC](#) Agreement, who is absent from duty for an entire work week because of personal illness may be allowed pay for such work week in accordance with the following provisions:

- A. A Firefighter will have an illness absence allowance of 240 hours of absence due to personal illness in any twelve (12) month period. If he is absent for an entire work week because of personal illness, he may receive payment of applicable negotiated rate⁶ for that work week, provided that he has to his credit a number of unused illness absence duty days equal to or greater than the number of duty days he would have worked in that work week in accordance with his regular schedule. Absence time excused with pay will be counted for purposes of determining premium pay.

In the event a Firefighter is out for an entire work week due to personal illness, but he does not have to his credit a number of unused illness absence duty days equal to the number of duty days he was schedule to work in such work week, he may receive payment for that work week computed by multiplying the number of unused illness absence duty days remaining to his credit by his pro-rated duty day rate for that work week (the applicable negotiated rate¹ divided by the number of duty days the Firefighter would have worked in accordance with his regular schedule).

In determining available illness absence duty day credits for purposes of payments under this Subsection a), there shall be deducted from the established allowance the total number of duty days the Firefighter was absent because of personal illness during the twelve (12) month period, including absences of less than a full work week.

- B. 1) A Firefighter will accumulate an additional illness absence allowance of one (1) duty day for each year of continuous service up to a maximum of fifteen (15) additional duty days in any twelve (12) month period for salary continuance.
- 2) If a Firefighter has an absence or absences, either continuous or interrupted, for a total of more than 240 hours in any twelve (12) month period due to the same or related illness, he may be paid for any duty days he is absent because of such illness in excess of such 240 hours up to the available duty day credits under the allowance accumulated pursuant to Subsection two (2) b) 1) above, provided such duty days occur in a work week in which the Firefighter is absent for the entire work week because of such illness.

Payment for the first 240 hours of such absence or absences may be granted pursuant to the provisions of Subsection 2 a) above, to the extent available.

⁶ See Article 2

In determining available additional absence duty day credits for purposes of payments under this Subsection b), there shall be deducted from the additional absence allowance the total number of duty days in excess of ten (10) on which the Firefighter was absent because of the same of related illness during the twelve (12) month period, including absences of less than a full work week.

- 3) A Firefighter with service credits of between six (6) months and one (1) year will accumulate a personal illness absence allowance of 72 hours in any twelve (12) month period. If he is absent for an entire work week because of personal illness, he may receive payment of the applicable negotiated rate⁷ for that work week, provided that he has to his credit a number of illness absence duty days equal to or greater than the number of duty days he would have worked in that work week in accordance with his regular schedule. If he does not have such number of illness absence duty days to his credit, he will receive a pro rata payment as provided for in Subsection 2) a) above. Available illness absence duty day credits shall be determined by deducting all illness absences in the twelve (12) month period, as provided for Subsection 2) a), above.
- 4) A Firefighter will be eligible for the payments provided for in Sections 2) and 3) above if:
 - a) He reports his absence or anticipated absence to his supervisor as soon as reasonably possible under all the circumstances and continues to keep his supervisor informed of his condition.
 - b) He submits, upon request, verification of illness or disability satisfactory to the HFD Chief or his delegated representative; and
 - c) In the opinion of the HFD Chief, or his delegated representative, such payment is appropriate in light of the circumstances surrounding the illness or disability.
- 5) The provisions of Sections two (2), three (3), and four (4) above are not to be considered as "entitling" a Firefighter to be absent without loss of pay for all or any part of the periods prescribed. However, it is specifically understood and agreed that the HFD Chief, or his delegated representative will not arbitrarily or unreasonably withhold approval of verification of illness or of a payment under the provisions of such Sections.
- 6) Personal Absence

A Firefighter with continuity of service, if absent for an entire work week for personal reasons other than vacations or personal illness, may be allowed pay for such work week subject to the approval of the HFD Chief, or his delegated representative, for reasons and periods as follows:

Reason	Maximum Period in Any Twelve Month Period
Death of Immediate Relative	72 hours
Personal Reasons	72 hours
A. Payment for such absences will be calculated in the same manner as payments for absences due to personal illness as set forth in Subsection 2) a), above as set forth in Article 2.	

⁷ See Article 2

7) A Firefighter with service credits of between six (6) months and one (1) year, subject to the approval of the HFD Chief, or his delegated representative, is allowed pay for absence for an entire work week, as follows:

Reason	Maximum Period in Any Twelve Month Period
Personal Reasons or Death of Immediate Relative	72 hours
A. Payment for such absences will be calculated in the same manner as payments for absences due to personal illness as set forth in Subsection 2) a), above.	

8) The provisions of Sections six (6) and seven (7) above are not to be considered as “entitling” a Firefighter to be absent without loss of pay for the full maximum period.

9) For purposes of converting absence allowance units under a non-platoon schedule to those available under a platoon schedule, two (2) days absence allowance available under a non-platoon schedule shall be equal to one (1) duty day allowance for absences due to any of the causes specified in this Article.

10) Payment for absence for personal reasons as specified in this article may be allowed only for important circumstances or transactions which require the presence of personal attention of the individual Firefighter and which are not for monetary gain and which could not be attended to outside the Firefighter’s regular duty hours.

11) When a Firefighter is called for service as a juror, the firefighter will be paid the applicable negotiated rate⁸ for the entire time the firefighter is absent from duty because of such service.

ARTICLE 4 - PLATOON FIREFIGHTER, FIREFIGHTER EMT, FIREFIGHTER/ PARAMEDIC, LIEUTENANT, AND CAPTAIN PENSIONABLE EARNINGS

FH-MSA has agreed to continue the method implemented in January 1981 of accrediting all future wages earned by Platoon individuals during their normal schedule of hours as base earnings for the sole purpose of application to benefit plans that are calculated on the basis of base earnings. The plans that are affected are pension, group insurance, and accidental death.

The Company and the Council agreed that for the purposes of this application to benefit plans, pay that is currently considered premium pay for regularly schedule hours worked will not be considered overtime pay and, additionally, that it has no effect on the pay rate used to calculate overtime pay for hours worked outside the regularly scheduled shift. The method for determining premium pay for work outside the normal schedule of hours will continue as in the past.

This agreement was implemented as of January 1981.

It should be noted that such a calculation to increase base earnings for the sole purpose of application to benefit plans to increase the pension, life insurance, and accidental death benefit for Platoon individuals will generate a very slight increase in employee premiums.

⁸ See Article 2

ARTICLE 5 - VACATIONS

1. Paid vacations Periods and Accruals

A. Employees will earn vacation hours of vacation benefit in every pay period. The rate of accrual of vacation hours is based on each employee's years of continuous service that qualify for vacation credit. The formula for vacation accrual is as follows:

Years of Vacation Service Credit	Hours of Vacation Accrued Per Weekly Pay Period	Duty Day Hours of Vacation Per Year
0 through 4	2.31	120 hours
5 through 9	3.23	168 hours
10 through 19	4.62	240 hours
20 and Over	5.54	288 hours

Conversion rates for employees going from Day Shift (D) employee to Platoon (P) employees or vice versa are as follows:

40 Hr. Schedule	24 Hr. Schedule	Duty Days Of Vacation	D to P	P to D
80	120	5	1.5	.6667
120	168	7	1.4	.7143
160	240	10	1.5	.6667
200	288	12	1.44	.6944

- B. The maximum vacation accrual at any point in time may not be excess of twice an employee's annual entitlement. For example, an employee eligible for 240 hours vacation may accrue up to 480 hours of vacation benefit. When that limit is reached, however, no further accrual will be credited until the employee's entitlement drops below the maximum.

Accumulated vacation accrual (in hours) will be indicated on each weekly check stub.

A vacation week shall coincide with the workweek established for Firefighters assigned to work under the Three Platoon System. However, vacations may be taken in increments of one half (1/2) duty day with the approval of the Chief or his delegate.

- C. For purposes of vacation eligibility, a Firefighter's continuous service is defined in Article XIII, Section 1(b) of the [FHMSA/HAMTC Agreement](#).

2. Basis of Payment

A vacation payment will be made to a Firefighter assigned to work under the three (3) Platoon System, for each entire work week, he is on vacation as follows:

The Firefighter's fixed weekly rate for the week, plus overtime compensation to which he would have been entitled if he had been on duty in accordance with his regular schedule during the entire vacation work week.

3. Use of Vacation Time for Absences

- A. When a Firefighter is granted a leave of absence, he may have the first portion of such leave, in units of entire work weeks, designated as the period of vacation to which he may be entitled, if the HFD Chief or his delegated representative shall approve.
- B. A Firefighter who is absent because of sickness or accident, or because he is laid off for lack of work, may have a portion of such absence, in units of entire work weeks, designated as the period of any vacation to which he may be entitled, if the HFD Chief or his delegated representative shall approve.
- C. A Firefighter who is absent from work for any reason other than those reasons listed above in paragraphs A) or B) will not be entitled to have his vacation scheduled or to receive a vacation allowance during the period of such absence.

- D. A Firefighter who terminates for any reason, including retirement, will be paid unused vacation accrued in a lump sum. In the event of the death of a Firefighter, accrued vacation hours will be treated as wages owing and payment made accordingly.

4. General Relations

- A. Firefighters shall be given a choice of vacation period in accordance with their seniority unless such practice interferes with the progress of work.
- B. An advance vacation payment (check) will be issued, providing the vacation is for a complete payroll period (one week). Firefighter must request this advance payment at least two (2) weeks before their vacation begins.
- C. Vacation shall be accrued for all approved periods of absence from work up to a maximum of four (4) weekly pay periods of vacation accrual, provided the Firefighter does not incur a break in continuity of service during such absence. For example, a firefighter, paramedic eligible to accrue 3.23 hours of vacation per weekly pay period could, if absent from work, accrue up to 12.92 hours during such absence. Accrual of vacation credit will continue during vacation periods and while on salary continuance.

5. Offering Vacation

- A. The following procedure is applicable only to those individuals assigned to Platoon Shift. All other Firefighters will schedule vacation in accordance with "Vacation Policy Guidelines," as set forth in the master agreement. Two separate lists will be maintained, one for firefighters, another for Captains and Lieutenants.
- B. The granting of single or half-day vacations will be accomplished on the basis that additional payroll premiums or operating costs will not be incurred.
- C. The progress of work must be considered in granting vacation periods. This requirement results in limiting the number of personnel in a crew or shift to be off at any one time. Up to three (3) firefighters may be off at a time if having a third person off will not incur overtime to meet minimum staffing requirements.
- D. Except as herein provided, seniority will prevail in the selection process for vacation periods as outlined below.
 - 1) Beginning November 1st, the vacation schedule will be circulated for the next year, in accordance with seniority. In descending seniority order a Firefighter may schedule all or part of their vacation, in one consecutive block, but must schedule at least two (2) consecutive "duty" days. (A "duty" day is a twenty-four {24} hour day.) No half-day vacations may be scheduled at this time.
 - 2) After the initial scheduling, the list is again circulated in seniority order. Firefighters may schedule at least one vacation day or a block of vacation on the second review.
 - 3) After the second scheduling, the list will again be circulated, in seniority order, to schedule one-half day vacations. A half-day vacation for Platoon Firefighters is twelve (12) hours. Third person off may be scheduled at this time.
- E. Barring unforeseen emergencies, the initial scheduling must be completed by February 1.

- F. If a Firefighter wished to change his scheduled vacation period, the normal procedure will be to wait until all other personnel have chosen their periods and reschedule. However, in case of undue hardship, the employee should state the facts in a formal E-mail or written request to his supervisor and consideration will be given to working out an alternate solution.
- G. On an individual basis, exceptions may be allowed so as to permit employee to use all of their vacation as split vacation days. Such exceptions will be considered only in case of undue hardship.

As indicated in the other agreements and understandings, the number of employees allowed scheduled vacations of less than one week at any time shall be determined by ~~FH~~ MSA and such determinations shall not be subject to the arbitration procedure.

ARTICLE 6 - MILITARY SERVICE

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

Military Pay Differential

2. It is the policy of the Company to recognize employee obligations to perform temporary or short-term military duty, such as summer training for reservists. To the extent practicable and consistent with an orderly prosecution of work, employees will be granted absences from work to fulfill such military obligations and will receive allowance as provided herein below.
3. Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to thirteen (13) working days (7 duty 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 applicable negotiated rate⁹ 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. Employees who have less than fifty-two (52) weeks of service credits may also be absent for the reason and time period set forth above without deduction of service credits for such absence but shall not be eligible for the military pay differential.
5. An employee may not receive a vacation pay allowance and a military pay differential for the same time period. An employee may, however, receive 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.
6. Employees with fifty-two (52) or more weeks of service credits who are members of the National Guard or reserve component may be called out by the President or Governor(s) for emergency duty. A military pay differential shall be granted for up to five (5) working days (2 duty days) per emergency situation to employees 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 this article.

⁹ See Article 2

ARTICLE 7 - SEPARATION PAY ALLOWANCE

1. General

FHMSA Firefighters (Platoon and Day Shift) 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. During a reduction in the workforce in the Firefighter classification, layoffs shall be based on seniority including apprentices, as noted in the Washington State Department of Labor and Industries Apprenticeship Agreement.

For the purposes of this section, the Hanford Firefighters will be listed in four classifications determined by base rate of pay:

- Captains – Platoon and Dayshift Captains will be considered one classification.
- Lieutenants – Platoon and Dayshift Lieutenants will be considered one classification.
- Platoon Firefighters
- Dayshift Firefighters

In the event of a layoff or station closure, the displaced Captain(s), Lieutenant(s) or Firefighters affected will have the opportunity to maintain the highest classification available according to seniority.

- A Captain or Lieutenant may be bumped down to a Firefighter position due to seniority.
- A Captain, Lieutenant or Fire Fighter may bump someone below them on the seniority list from platoon to a day shift position.

2. Computation of Separation Pay Allowance

The allowance shall be computed on the basis of one (1) week's pay, for each of the Firefighter's full years of continuous service plus one quarter (1/4) of a week's pay for each additional three (3) months of continuous service at time of layoff. One (1) week's pay for the purpose of this article shall be applicable negotiated rate¹⁰.

3. Accrual of Separation of Pay Credits

- A. Firefighters who had less than ten (10) years of continuous service as defined in Article XIV, Section one (1) B of the 2007-TBD FHMSA/HAMTC Agreement at the time of their transfer to **FHMSA** will retain prior separation pay credits and continue to accrue additional credits as **FHMSA** employees on the basis set forth in Section two (2) above up to a maximum of twenty (20) week's total separation pay credits.
- B. Firefighters who had more than ten (10) years of continuous service at the time of their transfer to **FHMSA** will retain eligibility for separation pay credits for their continuous service on the basis set forth in Section 2 above. They will accrue additional separation pay credits as employees of FH up to a maximum of twenty (20) weeks total separation pay credits.
- C. All other Firefighters hired by **FHMSA** will begin accruing separation pay credits upon completion of one (1) year of continuous service with **FHMSA**. Upon completion of this minimum service period, separation pay credit will accrue on the same basis as set forth in

¹⁰ See Article 2

Section two (2) above, up to a maximum of twenty (20) weeks' total separation pay credits, includes credit for the one (1) year minimum service period.

- D. Eligibility for separation pay allowance will automatically expire for Firefighters at any time service is broken. Should continuity of service be restored, prior eligibility for separation pay allowance will likewise be restored.

4. Conditions of Payment

An eligible Firefighter laid off for lack of work by FHMSA will be paid the separation pay allowances for which he is eligible subject to the following conditions.

- A. A permanent layoff will be considered as one FHMSA determines at the time of separation will exceed six (6) months.
- B. At the time of permanent layoff, a Firefighter will be given the option of:
 - 1) receiving his separation pay allowance in a lump sum, or
 - 2) delaying receipt of the separation pay until six (6) months have elapsed, after which time the allowance will be paid him in a lump sum.
- C. Where the layoff period has not been determined or has been determined to be six (6) months or less, a Firefighter may elect:
 - 1) to receive, after one (1) month in layoff status, one sixth (1/6) of the separation pay allowance for which he is eligible and one sixth (1/6) each month thereafter, until he has been offered re-employment in his former job classification, or until the full allowance has been paid; or
 - 2) to delay receipt of the separation pay allowance until six (6) months have elapsed, after which time the total allowance will be paid him in a lump sum.
- D. In the event a Firefighter elects option 1) in Section four (4) B) or four (4) C) above, and he is offered re-employment in his former job classification within six (6) months after layoff, he will be expected to repay to FHMSA, within one (1) year from the date of the offer or the date of re-employment, the total amount of the separation allowance paid him. If the Firefighter fails to repay the total allowance during the specified time period,
 - 1) all service and seniority credits previously accumulated and continuity of service (excluding pension credit service) will be extinguished,
 - 2) the Firefighter will not be eligible to accrue new separation pay credits until he/she has worked for FHMSA 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 layoff, and
 - 3) will otherwise be considered a newly hired employee.
- E. A Firefighter who has received the total separation pay allowance for which he was eligible in accordance with Section four (4) B) or C) 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 Article XIII and XIV

of the 2007 FHMSA/HAMTC Agreement, will not be required to repay the separation pay allowance, and will be eligible to accrue new separation pay credits upon completion of one (1) year of continuous service from the date of his re-employment. Upon completion of his minimum service period, new separation pay credits will accrue on the same basis as set forth in Section two (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, but (unless the firefighter, paramedic repays the separation pay allowance received) excludes credits accumulated prior to such layoff.

- F. In the event, that responsibility for operation of part or all of the government-owned facilities (including standby, protection and maintenance functions) now operated by FHMSA is assumed by another contractor or government agency, firefighter, paramedic who are transferred to the employ of, or who are offered employment within their same classification or at positions of comparable responsibility by such contractor or government agency, which employment will commence within thirty (30) days after being terminated by FHMSA shall not be paid any separation pay allowance.

5. Other

The provisions of this plan shall not be applicable where the Company decides to close a plant or layoff a Firefighter because of the Company's inability to secure protection, or carry on its operations, as a consequence of a strike, slowdown, or other interferences with or interruption of work participated in by Firefighters. However, the operation of this section shall not affect the rights or benefits already provided hereunder to Firefighters laid off for lack of work prior to the commencement of any such strike, interference, or interruption.

A grievance arising under this Article may be processed in accordance with the Grievance Procedure set forth in Article XVIII of the 2007-TBD FHMSA/HAMTC Agreement. 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 of the 2007-TBD FHMSA/HAMTC Agreement, except by mutual agreement.

ARTICLE 8 - TERMS OF AGREEMENT

The provisions of the Supplemental Agreement shall be continue in full force and effect between the parties hereto for such period as the 2007-TBD FHMSA/HAMTC Agreement, including any extensions thereof, shall remain in effect between the parties.

APPENDIX “A” AGREEMENT(S) – GLAZIER/GLASSWORKER, SENIORITY GROUP 034, LOCAL 427

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

GLAZIER/GLASSWORKER – SPECIALIST

Fully qualified Glazier/Glassworker, performing all phases of glasswork including cutting, grinding, polishing and installing glass, and including all phases of work with lead glass.

GLAZIER/GLASSWORKER – JOURNEYMAN

Fully qualified Glazier/Glassworker performing all phases of glasswork, such as cutting, grinding, polishing, and installing glass.

There will be one overtime group: MSA.

The Company and the Union agree to fill vacancies in the Glazier Classification with a Painter/Carpet Installer, Seniority Group 025. It is understood that the Painter/Carpet Installer will be assigned to perform all aspects of the Glazier position. Additionally, it is understood that window tinting for environmental efficiencies will be initially assigned to Seniority Group 025, Painter/Carpet Installers.

APPENDIX “A” AGREEMENT(S) – HEAVY DUTY MECHANIC, SENIORITY GROUP 009, INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

HEAVY DUTY MECHANIC – JOURNEYMAN

Fully qualified mechanic. Perform all types of repair on heavy-duty diesel and gasoline equipment, including major overhaul work. Perform welding operations necessary to such repairs. May perform general automotive repair work. Set up and operate power tools. Mechanics should be proficient in advanced technology as necessary for the performance of the assigned work.

There will be one overtime group: MSA.

The Supervisory Work Group (SWG) for Seniority Group 009 will be MSA.

The Company proposed the above SWG with the understanding that the Company may modify SWG as business needs dictate.

The classification of Heavy Equipment Parts Handler continues to be in a separate seniority group, 009A. It is understood that during absences of employees in this classification, employees in the Heavy Duty Mechanic classification may temporarily perform those duties.

Memorandum of Understanding (MOU)
Crane Operator/Heavy Equipment Mechanic/Oiler Drug Testing



The scope of this MOU covers all Crane Operators, eight (8) Heavy Equipment Mechanics and one (1) Heavy Equipment Oiler.

This memorandum of understanding is in follow-up to the meeting on November 13, 2012 with Mission Support Alliance, LLC (MSA), Hanford Atomic Metal Trades Council and Operating Engineers Local 280 concerning the impact to employees (Attachment 1) of drug testing under the provisions of the following:


- Washington Administrative Code (WAC) 296-155-53300, Operator Qualification and Certification
- Occupational Safety and Health Administration (OSHA) Standards 29 CFR 1926, Subpart CC, 1926.1427, Operator Qualification and Certification
- United States Department of Energy (DOE) Richland Operations Office (RL) 92-36, Hanford Site Hoisting & Rigging Manual, Section 4.2.3.2, "Substance Abuse Testing for Mobil Crane Operators"
- American Society of Mechanical Engineers (ASME) B30.5, Mobiles and Locomotive Cranes- Safety Standards for Cableways, Crane, Derricks, Hooks, Jacks, and Sling, Section 5-3.1.2, Qualifications for Operators
- MSA Crane Operators Drug Testing Procedure, MSC-PR0-53498 (Attachment 2)

The parties agree to the following:

- The Crane Operator Drug Testing Procedure, MSC-PR0-53498, contains the definition of what constitutes operating a crane for the purpose of maintenance inspections and required qualifications.
- Existing MSA HAMTC employees will receive a sixty (60) day notice prior to the test that is required every three (3) years for the Hoisting and Rigging program.
- Individuals lapping or bumping from another company will be required to take an "initial" or "new hire" drug test. These employees will not receive the sixty (60) day advanced notice.
- Nothing in this program is intended to override the companies Fitness for Duty Procedure.
- The attached flow chart outlines the drug testing process (Attachment 3).
- As of the date of signing of this MOU, the Heavy Equipment Mechanics/Oiler included in the scope of this MOU include the following:
 1. Millage Cobb, Timothy Hunter, Michael Jacobs, Kevin Lochridge, David Locke, Timothy Manning, James Manrique, and Robert Mason
- If any of these nine leave their positions, positions will be replaced as follows:
 1. Seek Senior qualified volunteers;
 2. If insufficient qualified volunteers, reverse order of seniority will be used;
 3. Management reserves the right to not backfill the positions.
- The maximum number of Heavy Equipment Mechanics will be eight (8).
- The maximum number of Heavy Equipment Oilers will be two (2).

Memorandum of Understanding (MOU)
Crane Operator/Heavy Equipment Mechanic/Oiler Drug Testing

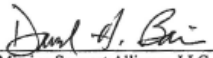


 3-28-13
Operating Engineers, Local 280 Date

 4/4/13
Hanford Atomic Metal Trades Council Date

 3-28-13
Mission Support Alliance, LLC Date

 04/02/13
Mission Support Alliance, LLC Date

 4/2/13
Mission Support Alliance, LLC Date

 2 APR 13

APPENDIX “A” AGREEMENT(S) – HEAVY EQUIPMENT OPERATOR, SENIORITY GROUP 013B, INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

HEAVY EQUIPMENT OPERATOR

Operate all types of heavy equipment including, but not limited to, bulldozers-track and rubber tired, road graders, scrapers, excavator, bucket loader, road roller, large trenching machines, backhoes, vacuum excavators, large concrete water cutting machines, rock crushers, and other types of power equipment. Operate remote controlled equipment and robotics as these skills become necessary for the performance of the assigned work.

The Supervisory Work Group (SWG) for Seniority Groups 013B will be:

- Heavy Equipment Operations
- Road Crew

The Company is agreeable the SWGs above with the understanding that the Company may modify the SWG as business needs dictate.

The overtime groups are:

- Heavy Equipment Operations
- Road Crew

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APPENDIX “A” AGREEMENT(S) – HEAVY EQUIPMENT PARTS HANDLER, SENIORITY GROUP 009A, INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

HEAVY EQUIPMENT PARTS HANDLER

Perform all types of equipment parts identification and part number cross referencing utilizing equipment maintenance manuals, parts catalogs, microfiche files, computerized parts identification systems and any other available resources.

Perform administrative duties associated with receiving, issuing, controlling and maintaining equipment maintenance inventory parts, heavy equipment parts and material, shop spares and tools in locked storage facilities. Control and maintenance to include appropriate property management practices.

There is one overtime group: MSA.

The SWG for Seniority Group 009A will be: MSA

The Company proposed the above SWG with the understanding that the Company may modify SWG as business needs dictate.

MSA Proposal Revision 5 6/11/13

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

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITIONS

HEAVY TRUCK DRIVER

Maintain a Class “A” Commercial Driver’s License with HAZMAT and Tanker Endorsements and a current Department of Transportation Medical Card. Operate semi-trailer, and truck and trailer; transit mix; motor crane; A-frame; fuel truck; three-axle truck; dump truck; fork lift; two-axle flat bed; water truck; farm tractor, and related equipment; passenger bus; perform taxi, chauffeur, and wrecker services. Wash and clean vehicles, make minor repairs incidental to driving; such as, changing tires, etc. Also include towing of trash trailer with two-axle trucks, loading and unloading of vehicles, and perform general labor functions as assigned. Utilize material moving equipment such as manual or power-driven hand trucks, wheelbarrows, etc. in the duties of moving, lifting, stacking, loading or unloading. Perform ground and shrubbery maintenance including mowing, pruning, trimming, weeding, and snow removal. Utilize and operate all ground and shrub maintenance equipment in performance of the above tasks.

LUBE AND TIREMAN

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

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

SERVICEMAN

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

HERBICIDE SPRAYERS RESPONSIBILITIES – HEAVY TRUCK DRIVER

Study, test and pass the WSDA license certification exam, maintain certification through attendance at clinics and conferences for fourteen (14) credits each year, be able to read and understand chemical labels and handle chemicals properly and safely. Be able to calibrate spray equipment (once a month in accordance with State Law) and select proper spray nozzles and pressure, proper handling and loading of caustics and carcinogenic chemicals during mixing procedures and spray applications using liquids and granules. Knowledge of proper PPE for working with hazardous chemicals to protect against splash back of liquids and inhalation of dust from granules,

these include dust masks, half face air purifying respirators, full face APRs, chemical resistant gloves, full face shields, hearing protection, operating in the tank farms requiring supplied air tanks with alarm or SKA-PAC and carry-air for vehicle driver. Create and maintain application records for all jobs as required by State. Operate the Nitro Sprayer with booms extended ninety feet, operate four wheel drive Swingloc sprayer, road side sprayer, spot sprayers with hose reels, 4-wheel off-road sprayers, backpack sprayers, hand held and hand held sprayers. Support aerial spraying, this includes loading, hauling and mixing chemicals. Applying chemicals and fertilizer and lawn maintenance.

The supervisory work groups and overtime groups will be:

<u>Supv Workgroups</u>	<u>O/T Groups</u>	<u>O/T back-up</u>
Biological Control	Bio Control	200 General
Hvy Equip Oper and Infurst. Support	Hvy Equip / Waste	200 General
Waste Shipment & Project Support	Waste / Hvy Equip	200 General
Road Maintenance	Road Maint	Stores/HAMMER
Stores Delivery	Stores	Road Maint./HAMMER
Crane & Rigging	Crane & Rigging	200 General
HAMMER	HAMMER	Stores/Roads
Water Utilities	Water Utilities	200 General
K Basin Maint. (CHPRC)	K Basin Maint	200 General
Groundwater (CHPRC)	Groundwater	200 General
Solid Waste (CHPRC)	Solid Waste	200 General
PFP (CHPRC)	PFP	200 General
Surveillance & Maintenance (CHPRC)	S&M/Solid Waste	200 General
Tank Farms (WRPS)	Tank Farms	200 General

The Company agrees to the above SWG with the understanding that the Company may modify SWG as business needs dictate.

The job definition for the Lube and Tireman, Serviceman, Heavy Truck Driver and Heavy Truck Driver/Herbicide Sprayer will be brought forward into the 2007 FH/HAMTC Agreement.

An employee in the Heavy Truck Driver classification cannot bump into the Lube and Tireman classification.

Possession and maintenance of a CDL is a condition of employment for all Heavy Truck Drivers. New hires in the Heavy Truck Driver classification shall be required to have a Class A CDL with all HAZMAT and Tanker commercial endorsement.

~~The Union proposed that t~~The Company will provide one hour of “on-duty” time at the end of a shift for Heavy Truck Drivers to renew their State of Washington CDL and if required, take the HAZMAT and Tanker endorsement written examinations. ~~The Company is agreeable to this proposal with the understanding it does~~ This is not to exceed one occasion every ~~four~~ five years.

Employees required to travel to one of the Transportation Security Administration locations in order to be finger printed, as required for their CDL hazardous endorsement, will be allowed to utilize a Company vehicle and will be paid four (4) hours of “on-duty” time. However, if conditions warrant additional time, the employees will notify their manager and additional time may be approved.

MSA agrees that for purposes of excessing only, the MSA will be considered as one Supervisory Work Group. MSA management will realign the workforce to meet their business needs. The excessed Driver will be the most junior Driver in the MSA.

| The Company is agreeable to have the Herbicidal Sprayers perform their job responsibility as a working lead. Employees classified as Tire and Lube shall be eligible for working lead when performing duties in the field.

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

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

INSTRUMENT SPECIALIST

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

INSTRUMENT – APPRENTICE

Routine installation, calibration, and maintenance of ordinary instruments and instrument systems. Assist on and perform complex work under direction of a technician. Is enrolled in and must complete the MSA/HAMTC Joint Apprenticeship Program.

The overtime groups will be:

Backups

- | | |
|--|---|
| <ul style="list-style-type: none">• Maintenance Services/WSCF• Safeguards & Security• Calibration Services (Maint Serv)• Radiological Site Services | <ul style="list-style-type: none">• Calibration Services (Maint Serv)• Maintenance Services/WSCF• Maintenance Services/WSCF |
|--|---|

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

The Supervisory Work groups (SWG) are as follows:

- Maintenance Services/WSCF
- Safeguards & Security
- Calibration Services (Maint Serv)
- Radiological Site Services

The Company agrees to the above SWG with the understanding that the Company may modify SWG as business needs dictate.

SHIFT ROTATION PROCEDURE

1. Intent

A. This procedure applies only to:

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

B. This procedure does not apply to:

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

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

2. New Hires

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

B. A new hire shall normally be assigned to the straight-day shift for not less than three consecutive months from the date "hired".

C. After a new hire has completed his initial three months assignment on the straight-day shift, he shall be considered eligible for a rotating shift.

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

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

3. Rotation Procedure

A. Only upon completing three or more consecutive months on a rotating shift assignment may reassignment to a straight-day shift be requested.

B. Craftsmen assigned to a rotating shift will not be considered for rotation to the straight-day shift unless they request such reassignment in writing.

C. Craftsmen assigned to the straight-day shift will not normally be rotated to a rotating shift if others in their craft assigned to the straight-day shift have requested, in writing, assignment to a rotating shift.

D. Craftsmen other than new hires (2 above) assigned to the straight-day shift, shall normally be permitted to remain on such assignment for a minimum of three months.

E. Straight-day shift assignments shall normally be made available for craftsmen requesting rotation off a rotating shift assignment as follows:

1. First consideration shall be given to written requests previously received from craftsmen who have been assigned to the straight-day shift for three or more months and who desire reassignment to a rotating shift. Such requests will be considered in the order of seniority, with first consideration to the request received from the craftsman with the greatest seniority. The craftsman whose request is honored will exchange job assignments with the craftsman who requested removal from a rotating shift.
2. In the absence of any written request from craftsmen desiring rotation off the straight-day shift onto a rotation shift, the craftsman who has been assigned to the straight-day shift for the longest period in excess of three months or who has worked as a new hire for three months or more and has not previously been assigned to the rotating shift shall normally be assigned to exchange job assignments with the craftsman with the greatest seniority who has requested rotation off a rotating shift onto a straight-day shift.

4. Written Requests

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

5. Exclusions

This procedure will not normally be applicable in the following situations:

- A. Craftsmen will not be assigned to a rotating shift if they have physical handicaps which would restrict their ability to do the necessary work on a rotating shift. (Such handicaps must be confirmed by the site occupational medical provider).
- B. Craftsmen may be continued on or be assigned to the straight-day shift if their accumulated radiation exposure would restrict their ability to do the necessary work on a rotating shift.
- C. Personal hardship cases will be considered on the basis of their individual merits.

APPENDIX “A” AGREEMENT(S) – INSULATORS, SENIORITY GROUP 037, INSULATOR WORKERS, LOCAL 120

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

INSULATOR - JOURNEYMAN

Perform all types of work involving the installation, and removal of various types of insulation and insulating material while observing all regulations related to insulating materials. May train and direct others.

INSULATOR - APPRENTICE

Perform routine work involving installation and removal of insulation and insulating materials while observing all regulations related to insulating materials. Work under the direction of a journeyman.

There will be one overtime group which is Maintenance Services.

Insulators must have/maintain the Washington State Asbestos Certification coordinated through MSA, the Hanford Site Occupational Medical Provider, and the HAMMER Training Facility. Certification cost shall be paid by MSA. Seniority will be a factor in the consideration of selection of individuals for certified asbestos supervisor certification.

The Company is not in agreement with the Union’s proposal to add “along with all bulk sampling and cauterization of insulating materials” to the wording in the Job Definition.

APPENDIX “A” AGREEMENT(S) – IRONWORKERS/RIGGERS, SENIORITY GROUP 035, LOCAL 14

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

IRONWORKER/RIGGER – JOURNEYMAN

Fully qualified Ironworker/Rigger. Perform all types of complex rigging and ironwork. Rigging involves loft and field jobs, such as splicing wire rope, building wire slings, erection, dismantling and inspecting of metal scaffolding and staging. Structures built of scaffolding and all difficult load slinging. Inspect, maintain, and repair complex rigging equipment. Inspection and change out wire rope. Ironwork involves the fabrication, erection, and dismantling of steel structures, placing and setting reinforcing, etc. Ironwork includes fabrication, erecting/installing, dismantling and inspecting of fixed ladders, platforms and catwalks.

Barring special circumstances, MSA will seek to employ Journeyman Ironworker/Riggers with at least five years’ experience in the craft.

The Company is agreeable with the following Supervisory Work Group (SWG) with the understanding that the Company may modify the SWG as business needs dictate.

- Central Crane and Rigging

The Overtime Group is as follows:

- Central Crane and Rigging

When an Ironworker/Rigger is appointed the temporary responsibilities of a “Designated Lead” for the sole purpose of meeting the requirements in the DOE-RL-92-36 “Hoist & Rigging Manual then the individual will be a working member of the crew and receive a 10% pay upgrade.

In regard to training, the Employer has had a long-standing policy, and intends to continue the policy, of having any employee trained to perform the task to which he is assigned.

Shift Rotation Procedure:

Management Realigning Workforce

1. Realigning Workforce from Days to Shift the following will be used to staff the shift.
 - a. Ask for volunteers from day shift within the Overtime group. If no volunteers the most junior day shift employee will be assigned to shift.
2. Realigning Workforce from shift Work to Days.
 - a. Ask for volunteers within the Overtime group working shift. If no volunteers the most junior shift employee within the overtime group will return to day shift.

APPENDIX “A” AGREEMENT(S) – JANITOR AND FLOOR SERVICE, SENIORITY GROUP 016, INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

FLOOR SERVICEMAN

Operate equipment and perform all related functions involved in the preparing, sealing, waxing, polishing of floors, shampooing carpet and furniture. Perform related work. Floor Serviceman shall possess a current state or federal license to operate a motor vehicle.

JANITOR

Perform assigned janitorial duties, such as sweeping, cleaning, window washing, collecting waste, etc. Janitor shall possess a current state or federal license to operate a motor vehicle.

The Overtime groups have been changed by combining all day-shift Janitor groups into a single Overtime group. The Overtime groups are as listed:

- MSA Floor Service
- MSA Day Shift Janitors
- MSA Swing Shift Janitors

There will be one Supervisory Work Group (SWG). The SWG for Seniority Group 016 will be MSA. With the understanding that the Company may modify the SWG as business needs dictate.

**APPENDIX “A” AGREEMENT(S) – LINEMAN, SENIORITY GROUP 021, IBEW,
LOCAL 77**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITIONS

LINEMAN - JOURNEYMAN

Fully qualified lineman perform all types of electrical line work involving complex construction and maintenance of outside electrical transmission, distribution and communication circuits, such as hot-line installations, expert troubleshooting, clearance taking, and switching operation. Obtain and maintain a Commercial Driver’s License (CDL). Direct others.

LINEMAN APPRENTICE

Assist on and perform construction and maintenance work on outside electrical transmission, distribution and communication circuits. Assist on the performance of complex work under direction of a Lineman. May operate heavy line truck and mechanical equipment. Is enrolled in and must complete the MSA/HAMTC Joint Apprenticeship Program

The overtime group will be Electrical Utilities.

In 2002 the Lineman desired assurance from the Employer that training will not be cut back and that if additional licenses/certifications are required in the future; the Employer will provide the training and pay for the expense to obtain them. In response, the Employer’s position is that it is impossible to predict the vagaries of future programs and the future funding of training at Hanford, but it can state, unequivocally, that it is committed to having any employee trained to safely perform the task to which he is assigned.

APPENDIX “A” AGREEMENT(S) – LOCKSMITH, SENIORITY GROUP 029, LOCAL 1951

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

There is one overtime group: MSA

The Union proposed that the Company recognize the professional certifications by the Associated Locksmiths of America (ALOA) which are: 1) Certified Registered Locksmiths (CRL); 2) Certified Professional Locksmiths (CPL), and 3) Certified Master Locksmiths (CML). Additionally, the provision for Certified Safe Technicians (CST) was proposed.

In recognition of professional certifications, the Company will grant additional compensation so long as the certification is maintained and satisfactory documentation is provided to management that the certification is current. When the certification lapses, the additional compensation will cease.

The compensation is as follows:

CRL/CPS = 2% above journeyman rate

CPL = 3% above journeyman rate

CML/CMST = 4% above journeyman rate

Job Descriptions

Certified Registered Locksmith (CRL)

The first level of locksmith certification is Certified Registered Locksmith (CRL). A Certified Registered Locksmith has passed the ten mandatory categories, as well as at least two specialized electives of his choice. A CRL has a good working knowledge of general locksmithing.

Certified Professional Locksmith (CPL)

The second level of locksmith certification is Certified Professional Locksmith (CPL). A Certified Professional Locksmith has earned the CRL designation and has successfully passed an additional twelve elective categories. A CPL has an advanced knowledge of general locksmithing and of many specialized areas.

Certified Master Locksmith (CML)

The highest level of locksmith certification is Certified Master Locksmith (CML). A Certified Master Locksmith has reached the highest level of ALOA's Proficiency Registration Program and has successfully demonstrated proficiency in ninety percent of the available categories of the Proficiency Registration Program. A CML has advanced knowledge of most areas of locksmithing and electronic security.

To achieve the first level of certification, Certified Registered Locksmith, a passing grade (70%+) is required on the mandatory section and any two electives.

To achieve the intermediate level of certification, Certified Professional Locksmith, a passing grade (70%+) is required on each of any twelve additional electives.

To achieve the highest level of certification, Certified Master Locksmith, a passing grade (70%+) is required on each of any nine of the remaining electives.

LOCKSMITH CERTIFICATION CATEGORIES

The Proficiency Registration Program currently consists of thirty-six categories, ten of which are mandatory. The mandatory categories are:

- Codes and Code Equipment
- Cylinder Servicing
- Key Blank Identification
- Key Duplication
- Key Impressioning
- Professional Lock Opening Techniques
- Lockset Functions
- Lockset Servicing
- Basic Master Keying
- Cabinet, Furniture and Mailbox Locks

The remaining twenty-six categories are electives that may be selected according to each locksmith's field of specialization or expanding knowledge. This number will vary as technology changes. Each elective contains between twenty-five and forty questions, depending on the subject covered. The elective categories are:

- Domestic Automotive
- Foreign Automotive

- Door Closers
- Life Safety Codes
- High Security Cylinder Servicing
- Special Application Cylinder Servicing
- Tubular Key Cylinder Servicing
- Basic Electricity
- Exit Hardware and Exit Alarms
- Keyless Mechanical Locks
- Lever Tumbler/Non-Safe Deposit Locks
- Motorcycle Locks
- Safe Combination Locks
- Safe Deposit Locks
- Time Locks
- Lockset Installation
- Advanced Master Keying
- Safe Installation
- Safe Opening and Servicing
- Small Format Interchangeable Core
- Vault Installation and Service
- Large Format Interchangeable Core
- Electromechanical Access Control
- Related Door Hardware
- Alarms
- Detention Locking Systems

SAFE TECHNICIAN CERTIFICATION LEVELS

Certified Professional Safe Technician (CPS)

The first level of the SafeTech certification is Certified Professional Safe Technician (CPS) – A CPS has successfully demonstrated proficiency in 17 safe and vault related categories. A CPS has advanced knowledge of general Safe & Vault categories.

Certified Master Safe Technician (CMST)

The highest level of the SafeTech certification Certified Master Safe Technician (CMST) – A CMST has successfully demonstrated advanced knowledge in most areas of safe and vault related categories.

To achieve the first level of certification, Certified Professional SafeTech, a passing grade (70%+) is required on the Certified Professional SafeTech exam.

To achieve the highest level of certification, Certified Master Safe Technician, you must be a CPS and achieve a passing grade (70%+) on the Certified Master Safe Technician exam.

SAFE TECHNICIAN CERTIFICATION CATEGORIES

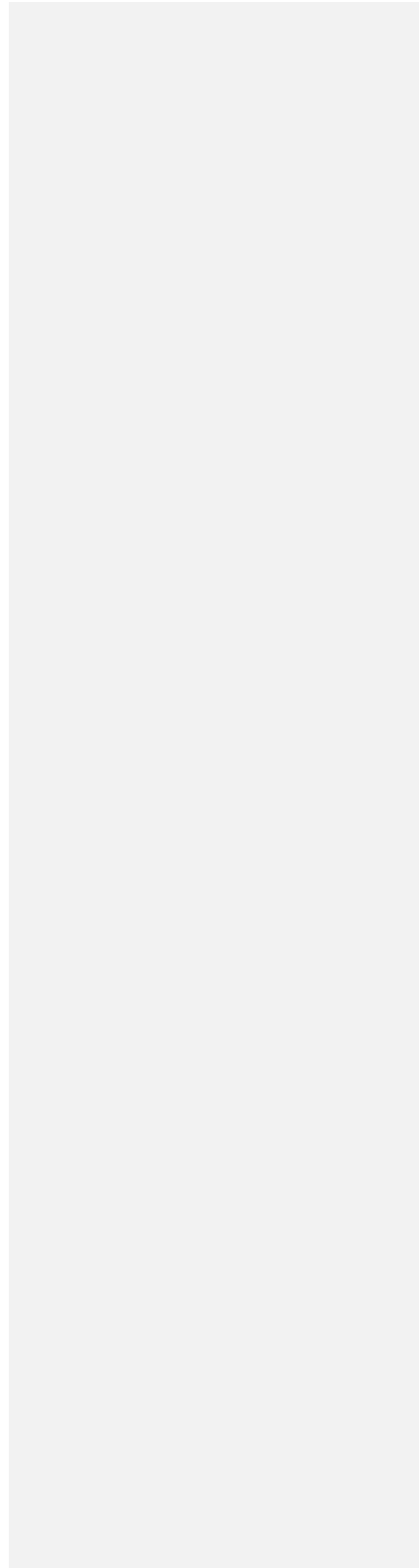
The Certified Professional Safe Technician Categories are:

- Lock Identification
- UL Standards For Safes
- Vault and Safe Locks
- SMNA & JIS Ratings
- Tools and Their Usage
- Safe Lock Servicing and Changing
- Troubleshooting and Dialing Diagnostics
- The Theory of Manipulation
- Safe Lock Installation
- Basic Safe and Lock Construction
- Safe Installation
 - GSA Equipment
- Safe and Vault Door Adjustments/Alignment
- Safe Drilling/Penetration
- Post-Penetration Repairs
- Safe Deposit Locks
- Key-Operated Safe Locks
- Safe-Related Electronics

The Certified Master Safe Technician categories are:

- Lock Identification
- UL Standards For Safes
- Vault & Safe Locks
- SMNA & JIS Ratings
- Tools & Their Usage
- Safe Lock Servicing & Changing
- Troubleshooting & Dialing Diagnostics
- The Theory Of Manipulation
- Safe Lock Installation
- Basic Safe & Lock Construction
- Safe Installation
 - GSA Equipment
- Safe & Vault Door Adjustments & Alignment
- Safe Drilling
- Post-Penetration Repairs
- Safe Deposit Locks
- Key-Operated Safe Locks
- Safe-Related Electronics
- Advanced Dialing Diagnostics
- Manipulation
- Uncommon Safes & Locks
- Advanced Safe Deposit Locks
- Time Locks
- Night Depositories
- High-Security Safe Construction
- Safe Penetration
- Advanced Borescope Techniques
- Composite & High-Security Safe Repair

- Vaults & Vault Doors



APPENDIX “A” AGREEMENT(S) – MACHINIST, SENIORITY GROUP 049, LOCAL 1951

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITIONS

RESEARCH AND DEVELOPMENT MACHINIST

Fabricates experimental laboratory apparatus, tools, dies, fixtures, gauges, and components from common and exotic materials requiring the use of advanced machining techniques and machine tools. Plan, lay out, and fabricate equipment working from models, sample pieces, sketches, prints, oral instructions, or stated end function. May lead others in the fabrication and assembly, by sequential operations, of intricate, customer-inspected equipment and other duties as assigned.

MACHINIST – JOURNEYMAN

Fully qualified machinist performing complex work to close tolerances. Set up and operate both manual and CNC equipment such as lathes, shapers, grinders, milling machines, and other machine tools and equipment. Lay out, fabricate and assemble parts. Perform diversified and complex repair work. Direct others.

MACHINIST – APPRENTICE

Perform ordinary assembly and repair work and simple setup and machining to close tolerances. Perform more complex work under direction of a journeyman including operation of CNC equipment. Is enrolled in and must complete the Fluor Hanford/HAMTC Joint Apprenticeship Program.

The overtime group will be Maintenance Services.

The parties agreed that a provision of a March 3, 1994, agreement regarding new technology still applies today. That is “once an individual is qualified on a single CNC piece of equipment, they are considered qualified as it applies to layoff/recall rights”.

The “Hire in Rate R&D Machinist Classification” and “Procedural Matters” listed under title of “Understandings” are continued into the MSA/HAMTC Agreement. Additionally, the “auto progression matrix” is carried forward. (This provides for an automatic progression from Machinist Journeyman to Machinist R&D). A third item, a discussion of “State of the Art Equipment” is carried forward.

UNDERSTANDINGS

As a result of discussions, it is agreed that the following understandings regarding Appendix "A" items for Local 1951 shall be carried forward for the terms of this Agreement.

1. Hire in Rate R & D Machinist Classification

The Company is agreeable to proceed, on an individual basis, to hire new employees as R&D Machinists; however, should such employee fail to meet R&D Machinist standards of capability and/or performance they shall be released rather than demoted to a lower rated classification.

2. Procedural Matters

The Company agrees to interpret the word "classification" to include both R&D Machinists and Machinist Journeyman for the purposes of layoff and recall within seniority group 049.

3. State of the Art Equipment

Both parties recognize that the pace and form of "state of the art" machining cannot be precisely forecasted. At the same time, the Company understands the Union's legitimate concerns that may alter the job content and responsibilities of bargaining unit employees. When existing job duties are affected by the introduction of equipment having programmable controllers (PC), computer numerical controls (CNC), or direct numerical controls (DNC) and it becomes necessary that employees be trained, the Company will normally train employees giving preference to senior employees in the classification affected by new technology providing such senior employees have demonstrated the ability to absorb such training, are physically qualified, and have indicated an interest in operation of such equipment.

MISSION SUPPORT ALLIANCE, LLC – HAMTC
MASK FIT TECHNICIANS (067)
Appendix A Agreement

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the following for Mask Fit Technicians:

1. All Articles of the 2013MSA/HAMTC Labor Agreement are agreed to, except as modified below.
2. Mask Fit Technicians shall be part of the site benefits program (medical, dental, insurances, pension, 401k savings plan) as other MSA HAMTC bargaining unit members.
3. All “Supplemental Agreements” as provided in the 2007 MSA/HAMTC Labor Agreement are agreed to.
4. All shifts contained in the Collective Bargaining Agreement are “standard shifts” for Mask Fit Technicians and Mask Fit Technicians may be unilaterally assigned to these shifts.
5. Attached is Mask Fit Technician job description.
6. There will be one Overtime Group and one Supervisory Group (SWG), with the understanding the Company may modify the SWG as business needs dictate
7. The Seniority Group will be stand-alone Seniority Group 067.
8. The effective date of this Agreement is TBD.
9. Effective TBD the wage rates for Mask Fit Technician are:

Start	6 mo.	12 mo.	18 mo.
20.15 (85%)	21.34 (90%)	22.56 (95%)	23.71 (100%)

Mask Fit Technician Job Description

Duties and Responsibilities

- Provide quantitative mask fit testing in support of the Hanford Site (read and understand the Mask Fit Desk Instructions). Technicians must be trained in fit test procedures, inspection of respirators, and operation of the TSI PortaCount Plus Equipment.
- Be familiar with all brands and styles of respirators used on the Hanford Site and stocked in the mast fit room.
- Perform daily checks on the TSI PortaCount Plus.
- Ensure factory provided calibrations are current prior to use and that Portacounts are sent for calibration on an annual basis.
- Box used respirators for laundry to pick up; re-stock shelves when laundry delivers clean masks.
- Verify students have appropriate prerequisites in place before providing mask fit.
 - Verify respiratory physical is current
 - Verify respirator training is current
 - Verify facial hair is acceptable before proceeding with mask fit
- Enter student information into Fit Testing software system prior to providing mask fit.
- Document when students cannot obtain a mask fit in the “Fit Test Failures Log” and notify the student’s manager via e-mail.
- Be attentive to students when they are performing fit –tests (e.g. ensure students are following the exercises).
- After providing mask fit, issue a new fit-testing card with a new picture.
- Sanitize respirator adaptors at completion of respirator fits for the day.
- Run end-of-day record keeping checks per procedure.
- Interface with Site issuing mask stations and Site Respiratory Program administrators to ensure mask fit testing meets site requirements.
- Train others as appropriate.
- Perform quality checks on the Fit Test and card databases.

APPENDIX “A” AGREEMENT(S) – MATERIAL COORDINATOR, SENIORITY GROUP 056, UNITED STEELWORKERS LOCAL 12-369

Mission Support Alliance, LLC (MSA) and Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will remain in full force and effect during the term of this agreement.

JOB DEFINITION

MATERIAL COORDINATOR

As directed by management and using engineered specifications, develop descriptions for procurement action of materials, parts and minor equipment as required by the maintenance function. The following tasks are to be performed in support of the maintenance function and it is recognized that similar tasks are performed by non-bargaining personnel for non-maintenance functions.

- Such work includes the preparation of requisitions, store orders, maintenance of files on requisitions, material requests, p-card orders, preparing parts and tools returns for shipments offsite, purchase orders, receiving reports, and associated information. Perform material take-off from blueprints, drawings, sketches or engineered specifications. Follow-up on procurement; locating materials; arranging for shipments; expediting shipments, delivery and check off on receipt; maintains control of locked storage yards, and storage (bins/racks); coordinate project need dates with material delivery dates; provide weekly material status reports; maintain files on drawings, catalogues, requisitions, orders, and order backup documentation. Perform material cost estimates and other related work. May provide on-the-job training to less experienced personnel as directed by management. Make direct purchases with the P-Card as directed by management. Assist in the control of inventory of certified materials, excessing tools and materials, and perform other work related to material control and procurement such as preparation of Spares Storage Request's, Warehouse Storage Request's and Spares Adjustment Request's.

The Supervisory Work Group (SWG) for Seniority Group 056 is: MSA

The Overtime Group for Seniority Group 056 is: MSA

Overtime will be offered to the project for which the overtime is requested and then offered to the remainder of the SWG.

Settlement of Grievance No. 96-080K is incorporated as part of this Agreement.

Settlement of Grievance No. 01-175 is also included as part of this Appendix “A”.

**APPENDIX “A” AGREEMENT(S) – METER RELAY TECHNICIAN, SENIORITY GROUP
022D, IBEW, LOCAL 77**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

METER RELAY TECHNICIAN

Perform troubleshooting, testing, calibrations and maintenance on protective relaying, meter and supervisory control systems and equipment to meet the requirements of the electrical distribution facilities. Direct the work of others and perform any assignments in the substation electrician classification.

The overtime group will be Electrical Utilities.

Management remains willing to discuss with the Union, during the term of the Agreement, any issues that may impact the operations of Electrical Utilities, to ensure a continuous safe, effective and efficient work environment.

APPENDIX "A" AGREEMENT
SUBSTATION ELECTRICIANS/SUBSTATION OPERATORS/METER RELAY TECHNICIANS

1. Preamble

This Agreement is intended to fully document the understandings and agreements reached among Hanford Atomic Metal Trades Council (HAMTC), International Brotherhood of Electric Workers (IBEW) Local #77, and Mission Support Alliance (MSA) relative to Instrument/Electrical Crafts Work Assignments and Cross-Jurisdictional Agreement. All previous correspondence on this matter between the parties is hereby superseded.

It is the intent of all parties that this Agreement be administered in utmost good faith.

2. Work Assignments

- A. When making work assignments, management will assign craftsmen to work within their established jurisdictions as set forth in Article V of the current work agreement.
- B. Individual craftsmen, when performing assigned work, will be expected to proceed with the assignment when they encounter work normally assigned to other crafts covered by this Agreement, providing they are qualified to perform the work and all safety rules are observed.
- C. Employees hereinafter designated as Master Craftsmen may be assigned to perform any assignment within the scope of the crafts encompassed by this Agreement when the employee is qualified to perform the work in a safe manner.
- D. When two (2) or more of the classifications covered by this Agreement are required for a work assignment, composite crews may be utilized.
- E. Work assignments involving major cable pulling jobs in existing conduits will be reviewed with the appropriate Chief Stewards prior to the assignment.

3. Training

During the life of this Agreement, various training courses considered appropriate for cross-jurisdictional work will be conducted. Courses may include, as examples,

- National Electrical Code familiarization
- Shop and test equipment familiarization

4. Overtime and Seniority Lists

The overtime and seniority lists will not be changed as a result of this Agreement.

5. Overtime Policy

Historical boundaries will be observed during this Agreement when scheduling overtime; however, cross assigned craftsmen may continue on the job during overtime because of job continuity considerations. If working craftsmen refuse overtime, the overtime assignment will revert to the historical jurisdiction.

6. Reductions in Force

The Company agrees that it will not layoff Substation Electricians, Substation Operators, or Meter Relay Technicians as a direct result of adopting this Agreement.

7. Terms of the Agreement

This Appendix A Agreement will become a permanent part of the labor agreement.

8. Intent

It is the intent of the parties that the foregoing Agreement be administered in the utmost good faith in that the designated representatives to the Joint Review Committee may exercise their considered good judgment in resolving the problems and disputes brought to their attention.

**APPENDIX “A” AGREEMENT – MILLWRIGHTS, SENIORITY GROUP 023,
LOCAL 2403**

Mission Support Alliance, LLC (MSA) and Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will remain in full force and effect during the term of this Agreement.

JOB DEFINITIONS

MILLWRIGHT - JOURNEYMAN

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

MILLWRIGHT - APPRENTICE

Make ordinary mechanical repairs on diverse equipment. Assist on and perform complex work under direction of a journeyman. Is enrolled in and must complete the MSA/HAMTC Joint Apprenticeship Program.

There is one overtime group: MSA Maintenance Services

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SHIFT PROCEDURE
CARPENTERS – SENIORITY GROUP 015
MILLWRIGHTS – SENIORITY GROUP 023

1. SHIFT WORK

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

- a. Chief stewards or others requested by the Council by agreement with the Company.
- b. Employees exempted by the Company for medical reasons.
- c. New employees ~~on ninety (90) day probation~~ during six (6) month probation.

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

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

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

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

MSA Proposal Revision 2 5-29-13

[Tentative Agreement signed by MSA/Local 280 6/12/13](#)

APPENDIX “A” AGREEMENT(S) – OILER (HEAVY EQUIPMENT), SENIORITY GROUP 013A, INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

OILER (HEAVY EQUIPMENT)

Oil and lubricate equipment using various types of oils and greases.

There will be one overtime group: MSA

There will be one Supervisory Work Group (SWG), MSA, with the understanding that the Company may modify the SWG as business needs dictate.

Memorandum of Understanding (MOU)
Crane Operator/Heavy Equipment Mechanic/Oiler Drug Testing



The scope of this MOU covers all Crane Operators, eight (8) Heavy Equipment Mechanics and one (1) Heavy Equipment Oiler.

This memorandum of understanding is in follow-up to the meeting on November 13, 2012 with Mission Support Alliance, LLC (MSA), Hanford Atomic Metal Trades Council and Operating Engineers Local 280 concerning the impact to employees (Attachment 1) of drug testing under the provisions of the following:

- Washington Administrative Code (WAC) 296-155-53300, Operator Qualification and Certification
- Occupational Safety and Health Administration (OSHA) Standards 29 CFR 1926, Subpart CC, 1926.1427, Operator Qualification and Certification
- United States Department of Energy (DOE) Richland Operations Office (RL) 92-36, Hanford Site Hoisting & Rigging Manual, Section 4.2.3.2, "Substance Abuse Testing for Mobil Crane Operators"
- American Society of Mechanical Engineers (ASME) B30.5, Mobiles and Locomotive Cranes- Safety Standards for Cableways, Crane, Derricks, Hooks, Jacks, and Sling, Section 5-3.1.2, Qualifications for Operators
- MSA Crane Operators Drug Testing Procedure, MSC-PR0-53498 (Attachment 2)

The parties agree to the following:

- The Crane Operator Drug Testing Procedure, MSC-PR0-53498, contains the definition of what constitutes operating a crane for the purpose of maintenance inspections and required qualifications.
- Existing MSA HAMTC employees will receive a sixty (60) day notice prior to the test that is required every three (3) years for the Hoisting and Rigging program.
- Individuals lamping or bumping from another company will be required to take an "initial" or "new hire" drug test. These employees will not receive the sixty (60) day advanced notice.
- Nothing in this program is intended to override the companies Fitness for Duty Procedure.
- The attached flow chart outlines the drug testing process (Attachment 3).
- As of the date of signing of this MOU, the Heavy Equipment Mechanics/Oiler included in the scope of this MOU include the following:
 1. Millage Cobb, Timothy Hunter, Michael Jacobs, Kevin Lochridge, David Locke, Timothy Manning, James Manrique, and Robert Mason
- If any of these nine leave their positions, positions will be replaced as follows:
 1. Seek Senior qualified volunteers;
 2. If insufficient qualified volunteers, reverse order of seniority will be used;
 3. Management reserves the right to not backfill the positions.
- The maximum number of Heavy Equipment Mechanics will be eight (8).
- The maximum number of Heavy Equipment Oilers will be two (2).

Memorandum of Understanding (MOU)
Crane Operator/Heavy Equipment Mechanic/Oiler Drug Testing



[Signature] 3-28-13
Operating Engineers, Local 280 Date

[Signature] 4/4/13
Hanford Atomic Metal Trades Council Date

[Signature] 3-28-13
Mission Support Alliance, LLC Date

[Signature] 04/02/13
Mission Support Alliance, LLC Date

[Signature] 4/2/13
Mission Support Alliance, LLC Date

[Signature] 2 APR 13

APPENDIX “A” AGREEMENT(S) – PAINTER/CARPET INSTALLER, SENIORITY GROUP 025, LOCAL 427

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

PAINTER/CARPET INSTALLER – JOURNEYMAN

Fully qualified journeyman who performs high-grade brush and spray-painting; including parking lot, road and crosswalk striping. Work may involve preparing surfaces; removal and/or encapsulation of lead based paint and trade related products; applying perfa-tape; mixing paints and matching colors. Lay floor covering such as linoleum, tile, carpet and pad.

PAINTER – JOURNEYMAN

Fully qualified journeyman who performs high-grade brush and spray-painting. Work may involve preparing surfaces; removal and/or encapsulation of lead based paint and trade related products; applying perfa-tape; mixing paints and matching colors. Lay floor covering such as linoleum and tile.

The overtime group will be: Maintenance Services

The Company and the Union agree to fill vacancies in the Glazier classification with a Painter/Carpet Installer, Seniority Group 025. It is understood that the Painter/Carpet Installer will be assigned to perform all aspects of the Glazier position. Additionally, it is understood that window tinting for environmental efficiencies will be initially assigned to Seniority Group 025, Painter/Carpet Installer.

It is expected that the understanding regarding work assignments for Painter/Carpet Installers and Sign Painters continue for the term of this agreement. Specifically, Painter/Carpet Installers may perform the work of a Sign Painter (where the Sign Painter assignment would be supplemental to the Sign Painter craft and not serve to replace any employees in that classification).

Floor and safety striping in a building or facility is the work of the Sign Painters. However, floor and safety striping outside of a building or facility is the work of the Painters.

The Employer will provide Lead Worker Training and State Certified Asbestos Worker Cards for employees in accordance with the needs of the business on job assignments where such Training and Certification are required.

The Employer will require that at least two Painter/Carpet Installer Journeymen have current, valid CDL's. The two will be selected by volunteers by seniority or, if there are no volunteers, the two with the least seniority. The two required CDL's will be obtained at Employer expense.

MSA Proposal [Rev. 4 6/25/13](#)

APPENDIX “A” AGREEMENT(S) – PLUMBER STEAMFITTER, SENIORITY GROUP 024, LOCAL 598

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

Job definitions for Plumber Steamfitter Journeyman and Plumber Steamfitter Apprentice are carried forward.

~~In regard to training, the Employer has had a long standing policy, and intends to continue the policy, of having any employee trained to perform the task to which he is assigned.~~

JOB DEFINITIONS

PLUMBER STEAMFITTER - JOURNEYMAN

Fully qualified journeyman. Perform expert installation, maintenance, layout, fabrication, and repair work on all piping systems, plumbing assemblies, and equipment falling within the jurisdiction of the Plumber-Pipefitter Journeyman classification at ~~Fluor Hanford~~MSA. Set up and use tools and equipment, either hand or power tools, as needed to perform the aforementioned work.

PLUMBER STEAMFITTER – APPRENTICE

Work on routine installations and repairs of piping and plumbing systems and assist on and perform complex work under direction of journeyman. Set up and operate power tools. Is enrolled in and must complete the Fluor Hanford Joint Apprenticeship Program.

HVAC/R TECHNICIAN

Fully qualified Heating, Ventilation, Air Conditioning, and Refrigeration (HVAC/R) journeyman technician. Perform expert installation, maintenance, layout, fabrication, troubleshooting and repair on all types of HVAC/R equipment and control systems. This shall include but not limited to air conditioners, heat pumps, chillers, ice makers, and refrigerators. The HVAC/R journeyman shall hold a Universal EPA certification as required by 40CFR part 82 subpart F. Set up and use tools and equipment, either hand or power, as needed to perform the aforementioned work. The candidate shall have 2000 hours of on the job training and 250 hours of classroom instruction each year for five years. The last three years shall be specific to HVAC/R work. Graduation from an accredited HVAC/R training program may be substituted for classroom instruction.

The overtime groups are as follows:

OVERTIME GROUPS

- Mechanical/Electrical/WSCF/HAMMER
- R.E.S.
- Fire Systems Maintenance

SUPERVISORY WORK GROUPS

- Mechanical/Electrical/RES/WSCF
- Fire Systems Maintenance
- HAMMER

BACKUP

- Fire Systems Maintenance
- Mechanical/Electrical/WSCF
- Mechanical/Electrical/WSCF

After backup, requesting organization can go to any other overtime group within MSA.

The Company agrees with the SWGs, with the understanding that the Company may modify SWG as business needs dictate.

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SHIFT PROCEDURE FOR PLUMBER STEAMFITTER 024

1. Intent

A. The procedure applies only to:

- 1) Plumber Steamfitters
- 2) Rotation off a rotating shift onto the straight-day shift within a supervisory work group.
- 3) Rotation off the straight-day shift onto a rotating shift within a supervisory work group.
- 4) Staffing a new supervisory work group.

B. This procedure does not apply to:

- 1) Force reductions
- 2) Force adjustments
- 3) Balancing of craft skills
- 4) Transfer between projects
- 5) Any other transfer situation

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

D. This procedure does apply to all Plumber Steamfitter Journeyman in the employ of the Company.

E. It is recognized that the health and safety of employees, the progress of work, Certification, security clearance, work restrictions, radiation exposure and qualifications may preclude rigid adherence to this procedure.

2. New Hires

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

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

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

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

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

3. Rotation Procedure

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

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

4. Written Requests

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

5. Exclusions

- A. Craftsmen will not be assigned to a rotating shift if they have physical handicaps which would restrict their ability to do the necessary work on a rotating shift.
- B. Craftsmen may be continued on or be assigned to the straight-day shift if their accumulated radiation exposure would restrict their ability to do the necessary work on a rotating shift.
- C. Personal hardship cases will be reviewed on the basis of their individual merits by a committee composed of the Company and the Council.
- D. The duly recognized Chief Steward will not be assigned to rotating shift unless required by the progress of the work.

6. Joint Review of Future Experience

After completing six months experience with the procedures, either party may request a joint review of such experience, and consideration may then be given to making such modifications as are mutually acceptable.

**APPENDIX “A” AGREEMENT(S) – RADIOLOGICAL CONTROL TECHNICIAN,
SENIORITY GROUP 054A, IBEW LOCAL 984**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

The following documents are included as part of this Appendix “A”:

1. Radiological Control Technician Certification and Training Program – ~~August 29, 2007.~~
2. Temporary Contracted Radiological Control Technicians – ~~August 29, 2007~~

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**RADIOLOGICAL CONTROL TECHNICIAN
CERTIFICATION AND TRAINING PROGRAM**

Part 1 – General

- A. ~~This Agreement transitions the~~ terms “Health Physics” ~~to and~~ “Radiological Control:” may be used interchangeably.
- B. The terms of this Agreement apply to personnel employed in the classifications identified as Seniority Group 054A. Said classifications being Radiological Control Technician Trainee (Trainee), Radiological Control Technician (RCT), and Senior Radiological Control Technician (SRCT).
- C. Unless specifically identified herein all provisions of the ~~2007 current Employer MSA~~/HAMTC Labor Agreement remain applicable.
- D. The terms “qualification” and “certification” may be used interchangeably as they refer to qualifications as discussed in the Rad Con Manual.
- ~~D.E.~~ A Qualified Technician, for purposes of this document, is one who has successfully completed the Site Initial and Continuing training requirements in accordance with the RCT Training Program Description.

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Part 2 – Wage Progression

- A. The hourly ~~2007-TBD~~ wage progression schedule appears in the following table:

Job	Start	6 mos	12 mos	18 mos	24 mos	30 mos
SRCT	30.078	31.662				
RCT	22.162	23.746	25.330	26.912	28.496	30.078
Trainee	18.996					

Needs updated with 2012-2013 rates

- B. A Trainee shall be hired at the Trainee start rate. A Trainee, after six (6) months, shall receive a progressive increase to the six (6) month RCT rate if their overall performance is satisfactory and they complete the requirements as specified in Section D of Part 5 (Training and Certification/Qualification Program). Upon such satisfactory completion and upon completing six (6) months of training, as a Trainee, the individual will be reclassified as an RCT.
- C. Progression through the salary structure as an RCT shall continue at six (6) month intervals as long as the individual is making satisfactory progress and provided that the employee meeting the ~~certification/recertification~~qualification/requalification provisions as outlined in Section D of Part 5 (Training and Certification/Qualification Program). Such progression shall continue to the wage rate of an SRCT.

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Part 3 - Job Definitions

- A. Radiological Control Technician Trainee (Trainee)

Provide general assistance to ~~radiological radiation control protection~~ personnel performing contamination and radiation control functions. As qualified, perform less complex monitoring, surveying and sampling on the project and its environs.

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Must satisfactorily meet the training and certification requirements as detailed in Part 5 (Training and Certification/Qualification Program).

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B. Radiological Control Technician (RCT)

Provide contamination and radiation exposure control. Perform surveys where procedures have been established. Duties may include working with routine and/or special detection equipment. ~~Perform qualitative mask fit for radiological protection.~~

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As assigned by Management: perform special studies in the evaluation of radiological protection for personnel, environmental, or plant areas; participate in area specific radiation worker qualification and requalification programs; prepare and maintain records and documentation as appropriate; and provide assistance in the preparation of radiation control documents such as RWP's, AMW's, etc.

Must certify and maintain RCT ~~certification-qualification~~ in accordance with the terms of Part 5 (Training and Certification/Qualification Program).

C. Senior Radiological Control Technician (SRCT)

Provide contamination and radiation exposure control. Perform or direct surveys where procedures have not been established or where unusual conditions are present or expected. Duties may include working with routine and/or special detection equipment. Perform qualitative mask fit for radiological protection.

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As assigned by Management: perform special studies in the evaluation of radiological protection for personnel, environmental, or plant areas; participate in area specific radiation worker qualification and requalification programs; prepare and maintain records and documentation as appropriate; and provide assistance in the preparation of radiation control documents such as RWP's, AMW's, etc. May direct and train others.

Must certify and maintain RCT ~~certification-qualification~~ in accordance with the terms of Part 5 Training and Certification/Qualification Program).

Part 4 -Lead Assignment SRCT (Lead SRCT) Selection Process

A. Responsibilities

A Lead SRCT is a non-supervisory employee who is a working member of a group, without disciplinary authority, who works under a minimum of supervision, who regularly leads, instructs and guides employees in the group or takes technical lead on special projects and/or programs. The requirements for selecting and filling Lead SRCT positions are established as follows.

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B. Selection Process

Formation and discontinuance of a Lead SRCT shall be the responsibility of ~~Radiological Control~~ Management based on need. The candidate pool for Lead SRCT assignment positions will encompass all SRCTs employed under this collective bargaining Agreement who apply for such openings. Notifications to apply for such open positions will be posted in the work area for ten (10) working days.

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Management shall select Lead SRCTs based on the following factors and in accordance with the settlement terms for grievance 99-100;

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1. SRCT ~~certification and~~ qualification
2. Technical knowledge as it relates to the assignment
3. Leadership capability
4. Management recommendations
5. Review Board recommendations

In the event the preceding factors are judged to be equivalent, seniority shall be the prevailing factor.

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The Advisory Certification Board (ACB) shall ensure interview questions are provided to any SRCT requesting them.

A Lead Assignment Selection/Review Board will be established for the selection of candidates. The Lead Assignment Selection/Review Board will consist of one Radiological Control Exempt representative and one Lead SRCT representative. Additional personnel shall be permitted to observe the review board process but not converse or interfere with board members or candidates at any time.

The Lead Assignment Selection/Review Board shall submit to the ~~Radiological Control~~ Hiring Manager the top two (2) candidates including all interview packets of the remaining candidates in order of ranking. If a candidate is chosen who was not recommended by the Review Board, the Hiring Manager must meet with the Review Board members to objectively explain the decision.

The ACB, as described in Part 5, Section C. 10 shall perform an annual review of the Lead Assignment interview question bank.

If an SRCT with a Lead Assignment transfers to another position, the Lead Assignment position will not be transferred with him/her and becomes an open position.

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C. Compensation

SRCTs who are selected for Lead Assignments shall be paid at five percent (5%) above their current SRCT rate.

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~~The Lead SRCT provisions replace the "Working Leader" classification and will be implemented throughout the Radiological Control Organizations, as needed. The Lead SRCT is not treated as a higher classification for purposes of seniority.~~

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D. Temporary Lead SRCTs

Appoint a relief as necessary for the lead position when the Lead SRCT is absent from his/her position for greater than or equal to one (1) day. In addition, temporary leads may be appointed by

management without going through the formal selection process described above for tasks expected to last less than ninety (90) working days. An SRCT appointed to this type of temporary lead position will be limited to ninety (90) working days in a rolling twelve (12) month period.

Part 5 - Training and Certification/Qualification Program (Herein referred to as the "program")

A. Purpose

As used in this part, the word "Technician" is intended to identify both RCT's and SRCT's. The purpose of this program is to establish training requirements and methods for ensuring the technical competence of Trainees and Technicians.

B. Scope

This program applies to all employees in Seniority Group 054A.

C. General Requirements

1. Entering Trainees shall have a high school diploma or equivalent with a minimum of one (1) year of high school Algebra and one (1) year of high school Physical Science. Biology and electronics training are desirable.
2. Employment for all employees in Seniority Group 054A shall be contingent upon meeting and maintaining the physical, psychological and security clearance requirements as established by the Department of Energy (DOE) or its designated representative. Personnel who fail to meet these requirements will be subject to Part 5, Section C.8.
3. All Trainees and Technicians must qualify and must maintain qualifications in the program. The program includes completion of initial and continuing RCT training, completion of the personal radiation exposure history, bioassay sample, in vivo examination. Personnel who do not qualify as technicians for any reason shall be subject to the provisions of Part 5, Section C.8.
4. Transfers from other job classifications within the Company to any level of Seniority Group 054A shall be considered to be the same as new hires for purposes of this program.
5. Temporary transfers of work locations and/or shift schedules may be necessary to accommodate required training between **Work Project** Groups. Such transfers shall be made without reference to the current **Employer/MSA/HAMTC** Labor Agreement. However, the maximum time period for such temporary transfers shall be in accordance with the current **FH/MSA/HAMTC** Labor Agreement. Management shall endeavor to schedule such transfers sufficiently in advance that the affected individual(s) will normally have ten (10) working days notice.
6. All employees who are members of Seniority Group 054A must, as a condition of continued employment, participate in a formalized program which, as a minimum, complies with all applicable DOE, State, and Federal regulations. This program will be subject to periodic review, alteration, or update, in conformance with changing operational needs and regulatory requirements. Union representatives will be thoroughly informed in writing, through the ACB of

changes to program requirements, prior to such time(s) as they are incorporated into the program. Modifications made to the training portion of the program shall be at the discretion of

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Management. However, the parties agree that if operational and/or regulatory requirements mandate a significant and substantial modification, the impact, but not the implementation of such modification shall be a mandatory subject of bargaining. The parties also agree that appropriate times for bargaining relative to such modification is during negotiations of the FHMSA/HAMTC Labor Agreement or during Appendix "A" discussions or at any time mutually agreed to by the parties.

In addition to the requirements listed in the preceding sections, Technicians shall:

- a. Meet the requirements on a bi-annual basis;
- b. Meet the classification requirements on a continuing basis; and
- c. Be trained, examined, and qualified on all parts of the Technician's area of responsibility, including additional training and examination covering all new or revised responsibilities, as required.

7. Rescheduling of shift assignments per the current FHMSA/HAMTC Labor Agreement may be necessary to complete required training.
8. Trainees or Technicians who fail to meet the requirements in accordance with the provisions of this program or are otherwise disqualified shall be evaluated by Management on a case-by-case basis taking into consideration all pertinent factors. If necessary, the employee shall be removed from the seniority group and reassigned to other work for which they are qualified, if such work is available and if their overall employment record, as determined by Management, is satisfactory. If these conditions are not met and no other options are available, the employee shall be removed from the payroll.
9. Individual study time will be provided at the work site or in a location designated by Management under the direction of a supervisor or instructor. The topics of study and time allowed will be determined by Management on an individual basis following discussion with the Trainee/Technician. Provisions for adequate individual study time will be arranged in advance of scheduling required examinations. In turn, Trainees/Technicians will be expected to use the study time effectively and use their best efforts to achieve certification/qualification.
10. An ACB will be established which will consist of equal representatives of management and the union as agreed upon. Should a Technician fail an examination, such employee may request a review with the ACB within fifteen (15)three (3) working days from the date of the failed examination. Additionally, the ACB will meet periodically to review training issues. The ACB will function in an advisory capacity on training issues with the final decision resting with Management.

D. Initial Training

1. The Trainee program will be six (6) months in duration. During this time, the Trainee will receive, as a minimum, the following:
 - a. Formal classroom academic training;
 - b. Practical training and qualification;
 - c. Site familiarization.
2. During or upon completion of Part 5, Section D.1.a., Trainees shall attain passing scores on written examinations covering academic topics and radiological control radiation control principles. A score of eighty percent (80%) overall is required. Failure of two (2) exams will be reviewed on a case-by-case basis by Management to determine if the Trainee will be allowed to continue in the program. Under no circumstances will more than a total of three (3)

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examination failures be allowed. If the Trainee cannot meet the examination requirements within the six (6) months timeframe, the Trainee will be removed from the program and will be handled in accordance with provisions outlined in Part 5, Section C.8.

3. During Part 5, Section D.1.b., Trainees shall complete their on-the-job-training (OJT) qualifying in all applicable subject areas prior to completion of the program. If successful completion of all subject areas cannot be obtained within this six (6) month period, the Trainee will be subject to the provisions outlined in Part 5, Section C.8.
4. During Part 5, Section D.1.c., the Trainee shall participate in learning the routine activities of the assigned area. The Trainees may perform tasks they are qualified for as determined by Management. Formal evaluations of Trainee performance during this period will be performed by supervision. If, upon completion of this period, the Trainee has received unsatisfactory or marginal performance evaluations, these evaluations will be reviewed by Management on a case-by-case basis to determine if the Trainee will be allowed to continue in the program. Such Management review will be completed no later than six (6) months after the employee enters the Trainee classification. If the Trainee's performance is unsatisfactory, the Trainee will be removed from the program and will be handled in accordance with the provisions outlined in Part 5, Section C.8

E. Advance Standing Technicians

1. Personnel may be hired into the Technician classifications. Such individuals will normally have an academic degree in physical science (eg. AA degree in Health Physics) or the equivalent education and radiological experience.
2. New hire Technicians shall complete their initial qualification within four (4) calendar months of initial employment. Such qualification shall include:
 - a. Academic training;
 - b. Practical on-the-job training and qualification.
3. During or upon completion of Part 5, Section E.2.a., advance standing employees shall attain passing scores on written examinations covering academic topics and radiation control principles. A score of eighty percent (80%) overall is required.
4. Advance Standing Technicians who fail the initial ~~certification-qualification~~ examination will be given additional training and study time and will be re-tested at intervals not to exceed ~~fifteen (15)-three (3)~~ working days. A passing score is eighty percent (80%). Failure of the third (3rd) attempt to certify will subject the employee to the provisions of Part 5, Section C8.

F. Technician ~~Recertification/Re~~Qualification Program

1. Technicians will receive ~~recertification-requalification~~ training on company time on an annual basis.
2. Upon completion of training as outlined in Part 5, Section F.1, a comprehensive examination will be given bi-annually. Passing this examination with a score of at least eighty percent (80%) overall shall constitute successful completion of academic ~~recertification~~requalification. Technicians who fail the initial ~~recertification-requalification~~ exam will be given additional training and study time and will be tested at intervals not to exceed ~~fifteen (15)-three (3)~~ working days. Failure of a third (3rd) attempt to ~~recertify-requalify~~ will subject the individual to the provisions of Part 5, Section C8.

3. Training and reexamination upon return to work following an absence which has interfered with a Technician's ~~recertification~~ requalification schedule will be tailored to the needs of each individual case and shall include consideration of the length and cause of absence.

4. Technician On-the-Job Training Portion:

a. The Technician qualification program will include On-The-Job (OJT) evaluations either in a training setting or in an actual work situation. The OJT is an integral part of the overall Program. A Technician who fails an initial qualification shall be given additional attempts. The third (3rd) attempt will be monitored by a representative from Radiological Control training. A Technician who fails a third (3rd) qualification attempt shall be subject to the provisions as outlined in Part 5, Section C.8.

b. Facility OJT Qualifications will normally be completed within six (6) months after assignment. A Technician may perform work in the Facility prior to full completion of the OJT qualification card provided the OJT task for the assigned work has been completed and approved prior to the initiation of the work.

c. A ~~walk-through~~ proficiency examination (performance demonstration) will be performed every two (2) years for requalification purposes.

1) The performance demonstration will be based on RCT OJT's with evaluations being performed by On-the-Job Evaluation (OJE) qualified individuals.

2) Technicians will be given two (2) working days notification prior to initiating performance demonstrations.

3) Failure of the performance demonstrations will subject the Technician to Part 5, Section F.4.a (above).

4) Technicians and Union representatives will be encouraged to participate in developing the performance demonstrations.

5) Feedback from the performance demonstrations will be used to improve training processes.

d. A Technician may work in another facility provided that the Technician has the following:

1) Current facility orientation or a certified Technician is assigned to the Technician's shift and work site; and

2) Supervisory approval; and

3) Qualification to perform the specific task.

5. Incentive Program

A Technician that passes his/her bi-annual (every two year) qualification test on the first attempt will receive a lump sum award of Seven Hundred Fifty Dollars (\$750). This lump sum award will be paid after the bi-annual qualification period beginning in the spring (February/March period) in 2014.

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Part 6 – Overtime Distribution Procedure

A. Purpose

As used in this part, the word "Technician" is intended to identify both RCTs and SRCTs. This procedure establishes the manner in which overtime will be distributed among Technicians and the appropriate overtime groupings as identified within Part ~~9~~-8 of this Agreement.

B. Eligible Employees

1. Prior to initial ~~certification, requalification~~ newly hired Technicians and Trainees will be placed on a separate overtime list. The intent of this list is for training purposes only. It is not intended to replace ~~certified-qualified~~ Technicians on these occasions. When a Technician becomes ~~certified-qualified~~ they will be placed on the applicable overtime list with the highest total hours. Technicians recalled from Reduction of Force (ROF) status will also be placed on the overtime list with the highest total hours for that particular overtime list. Technicians returning from a Leave of Absence (LOA) or a temporary upgrade of thirty (30) calendar days or more, will be placed on the overtime list with the highest total hours. Technicians returning from an absence due to medical reasons, specifically, Short-Term Disability (STD), Long-Term Disability (LTD) or Plant Injury/Workers Compensation of thirty (30) calendar days or more, shall be placed on the overtime list at the average hours for the overtime group.
2. Individuals who lack area/facility qualification may be assigned overtime at the Supervisor's discretion based on the conditions outlined in the ~~certification-qualification~~ section of this appendix. (Reference Part 5, Section F.4.d. of the Training and Certification/Qualification Program.)
3. When a Technician is participating in the ~~certification/recertification~~qualification/requalification process, the Technician's training will not normally be interrupted by an overtime assignment. The intent of this provision is to prevent the Technician's classroom training from being impacted with the exception of days of rest for day shift personnel.

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C. Overtime Distribution Records (Overtime Lists)

1. Separate overtime lists will be maintained by Management as indicated in paragraph b. below.
 - a. Overtime hours will be recorded in terms of hours paid to the nearest full hour, except that overtime for less than one (1) hour (worked) duration will not be recorded.
 - b. Overtime lists will be kept current and brought up to the date for posting in each office at intervals of approximately one (1) week.
 - c. Copies of overtime lists and availability lists will be furnished to the Overtime Group area stewards on a weekly basis.
2. The record of overtime hours paid will be a continuous running total. The overtime lists will be re-zeroed on the first regular workday, of the first full workweek, in every calendar year. The new overtime list will be in the order of seniority. Technicians who permanently transfer from one (1) overtime group to another will be placed on the overtime list with the average hours for that overtime group.
3. Technicians with medical restrictions, as determined by the site Occupational Medical Provider will not be offered or assigned overtime if the individual's ability to perform the work would be affected by the work restriction. Technicians with shift restrictions, or Technicians with any

other restriction which prevent them from being assigned to work on shift, will not be offered or assigned overtime other than day shift overtime.

4. Technicians who work their regular schedule on holidays are not regarded as having worked overtime, and, the hours paid for their regular schedule on those days are not recorded. However, Technicians who work outside their regular work schedule on holidays are regarded as having worked overtime and such overtime will be recorded. Exclusive of shift workers (who normally work holidays) holiday work will be offered to the most senior day Technician in the Overtime Group, then by decreasing seniority until the list is exhausted. Next, off duty shift Technicians will be considered in order of the overtime list; when this list is exhausted, assignments will be made to the least senior Technician in the Overtime Group. For work on holidays, if staffed, personnel will be offered the opportunity to work the necessary holiday shift by first offering the holiday shift to employees who are regularly scheduled to work the shift by seniority.

D. Overtime Sign-Up/Scheduling Method Of Distribution

The method of overtime distribution will be in accordance with Attachment A, Overtime Procedure, Section 2.A, Overtime Sign-up/Scheduling and Section 2.D.A

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

~~2. Sign-up of Overtime:~~

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

~~Technicians may withdraw their "sign-up" at any time prior to the sign up deadline. Sign-ups not withdrawn by that time may not be withdrawn during the week.~~

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

- ~~c. Technicians working six (6) or more clock hours beyond their regular schedule may refuse overtime for the following day without being charged. This provision is not applicable to days of rest.~~

- ~~3. A Technician cannot work more than two (2) consecutive eight (8) hour overtime assignments without Management approval.~~

~~4. Overtime assignments will be made on the following basis:~~

- ~~a. With the exception of scheduled (16 hours advance notice) overtime (especially for days of rest), it is intended that holdover of available signed-up Technicians will be the initial source of overtime.~~

- ~~b. Overtime assignments will be offered by shift within an overtime group to Technicians in order of increasing overtime totals when possible. (In the event of identical totals, overtime will be offered first to the most senior of the affected Technicians.) Weekend overtime will be scheduled starting with Friday, then Saturday, then Sunday. Updating the hours after each shift is scheduled. The process for contacting Technicians is as follows:~~

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- ~~1) Signed-up Technicians within primary overtime group.~~
- ~~2) Volunteers within primary overtime group.~~
- ~~3) Signed-up Technicians within secondary (back-up) overtime group.~~
- ~~4) Volunteers within secondary (back up) overtime group.~~
- ~~5) Temporary RCTs within primary overtime group.~~

~~c. Normally, the assignment of overtime will begin four (4) hours before shift change. If multiple assignments are available at this four (4) hour period, the assignment with the greatest hours will be offered to the signed-up Technician with the lowest accumulated overtime hours. Only one (1) offering per shift shall be made with the exception of cancellations. Overtime assignment requested after that time will be offered as they are received. Overtime assignments, canceled within two (2) hours of the end of the shift in which they were offered, will not be reassigned.~~

~~d. Technicians signed-up for overtime will be charged for all overtime refused. If more than one (1) shift is signed up on a given day (i.e., days, swing, graveyard), a refusal for one (1) shift does not preclude Management from requesting overtime for other signed-up shifts that day.~~

~~1) In the event of vacation, sick time or personal business, no attempt to contact a Technician will be made.~~

~~e. Volunteers will not be charged for any overtime refused, but they will be charged for all overtime they work.~~

~~f. Management is obligated to make a reasonable attempt at contacting the appropriate Technician for overtime.~~

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Part 7 – Shift Assignment/Rotation Procedure

A. Purpose

As used in this part, the word "Technician" is intended to identify both RCTs and SRCTs. This procedure establishes the manner in which Technicians will be assigned and/or rotated on days and shift within each **supervisory work-overtime** group.

B. Scope

This procedure applies to Technicians. Trainees may be assigned shift work for training purposes as determined by the Manager. The word "shift" is meant to include all shift assignments other than a "Straight Day" employee, as described in Article VII of the [Employer/MSA/HAMTC Labor Agreement](#).

1. Assignment to Work Shift

When an opening is imminent for a shift assignment, requests for volunteers within the primary overtime group will be made by Management. Volunteers will be honored according to seniority, the most senior qualified Technician first. If not enough volunteers are forthcoming, assignment to shift work will be made to the qualified Technician with the lowest seniority.

2. Requests for Removal from Shift Work

A Technician who has been on shift a minimum of twelve (12) months may request, in writing, a day assignment. In the event no volunteers are forthcoming, the Technician requesting to be removed from a shift assignment may displace the least senior employee on days provided that the requesting employee must be more senior than the employee that would be displaced and that the displaced employee has been on days a minimum of twelve (12) months. The employee requesting assignment to days shall normally give thirty (30) calendar days notice before being assigned to days.

3. Request for Assignment to Shift

A Technician who has been on days a minimum of twelve (12) months may request in writing, a shift assignment. In the event no volunteers are forthcoming, the Technician requesting the shift assignment may displace the least senior Technician on shift, provided that the requesting Technician must be more senior than the Technician that would be displaced and that the displaced Technician has been on shift a minimum of twelve (12) months. The Technician requesting assignment to shift shall normally give thirty (30) calendar days notice before being assigned to shift.

4. Special Hardship

Special hardship cases, particularly those involving recommendations by the site Occupational Medical provider will require special handling. In order to accommodate such cases, it may be necessary, for the duration of such hardship, to bypass portions of this procedure.

~~5. Notification~~

~~When circumstances permit, Management will make reasonable effort to give ten (10) working days notice to Technicians being rotated or reassigned.~~

~~6.5~~ Voluntary Trades

If there are no written requests for assignment to shift (or days) on file, voluntary trades by Technicians between day work to shift work and shift to shift is permissible and will be handled as individual cases subject to complete Agreement among the individuals involved, union representation and Management. Reasons to allow such trades will normally be based on a personal hardship. When trades are made between shift and days, each party is obligated to spend twelve (12) months in their new assignment.

~~7.6~~ Clarification

When multiple shift rotations are being utilized within an ~~supervisory work overtime~~ group a Technician will be allowed to request reassignment to the shift schedule of their choice provided that all conditions in Part 7, Paragraph B.3 are met.

~~8.7~~ Records

The following records in line with this procedure will be maintained by Management:

- a. Shift requests
- b. Consecutive periods of shift assignment

~~9.8~~ For the purpose of administering this procedure, the priorities for assignment to a specific shift are as follows: in staffing any new shift, Management will announce to ~~certified-qualified~~ personnel the number of openings and assign employees to a specific shift based on seniority

order, following Part 7, Section 3. If an opening should occur on a specific shift the senior person in that ~~supervisory~~ that supervisory work overtime group will have first opportunity to fill the vacancy.

~~40.9.~~ If a Technician is removed from shift involuntarily, that Technician can volunteer for any shift opening within the ~~sSupervisory-w/Work Project~~ Group regardless of the amount of time the displaced Technician has been on day shift.

~~104.~~ Management will determine the classification necessary for staffing shift positions.

~~112.~~ After completing their shift obligation (twelve (12) month minimum) a Technician may voluntarily post for another shift opening. When this occurs, it is understood the Technician is beginning a new period (twelve (12) month minimum) of shift obligation.

~~123.~~ Should schedule variations occur, with regard to "Straight Day" work, the principles of seniority (senior volunteer and junior assignment) shall be applied when determining which "Straight Day" Technician(s) will work which "Straight Day" schedules.

Part 8 — Supplemental Transfer/BUMP Procedure

~~As used in this part, the word "Technician" is intended to identify both RCTs and SRCTs. In addition to the terms and conditions set forth in Other Agreements and Understandings pertinent to Project Groups and methods for filling job openings, a Technician may move from one Project Group to another in accordance with the procedure outlined below.~~

~~This procedure is not used to fill vacancies within a Project Group. Such vacancies shall be filled in accordance with the provisions of the Labor Assets Management Program (LAMP) Procedure.~~

~~A. Any Technician, who has been in a recognized Project Group for a minimum of twelve (12) months, may request a transfer to a different Project Group. Replacement of the certified Technician will be in the following order.~~

~~NOTE: Transfers may be requested only by fully certified Technicians. Conversely, replacements in such transfers must also be fully certified.~~

~~1. The certified Technician in the receiving Project Group who is the most senior volunteer.~~

~~2. The least senior certified Technician in the receiving Project Group with at least twelve (12) months continuous service in that group. In addition to effect the transfer, the certified Technician requesting the transfer shall be senior to the Technician being displaced.~~

~~B. The number of transfer requests under this Supplemental Agreement will normally be limited to no more than one (1) transfer into and one (1) transfer out of each Project Group per each six (6) month period. Period one (1) starts the first work "Straight Day" in January and ends the last day of June. Period two (2) starts the first work "Straight Day" in July and ends the last day of December. As soon as there is a posted opening in a given Project Group, the Bump into that Project Group will not be operative for the remainder of that six (6) month period. The Bump out of the Project Group with LAMP openings will be permitted.~~

~~C. Shift rotation is covered by separate Agreement.~~

~~D. Transfers for the purpose of facility familiarization and area certification requirements are exempt from this procedure. Such transfers will be in conformance with the time frame regarding temporary transfers as outlined in the Transfer Procedure.~~

~~E. However, Management reserves the right to further restrict transfer if the certification level in a given Project Group becomes unacceptably diminished.~~

Part 9-8 - Project Group Definitions Supervisory Work Group Definitions

- A. The tables below identify current Supervisory Work groupings and ~~current Project Groupings and~~ Overtime Groupings for Trainees and Technicians employed by ~~Fluor~~MSA Hanford.
- B. Assignment of a Trainee/Technician from one Supervisory Work ~~Overtime~~ Group to another Overtime Group, whether temporary or permanent, will be based on the following:
1. Volunteers by seniority.
 2. Lacking volunteers, the least senior employee within the overtime work group.

Note: For purposed of application of Article XXIV, Section 2 – Declaration of Excess, all IBEW Local 984 RCT/HPTs employed by MSA are in a single work group.

<u>Supervisory Work Groups</u>	<u>Overtime Groups</u>
<u>WSCF</u>	<u>WSCF</u>
<u>All other MSA Facilities/activities</u>	<u>All other MSA Facilities/activities</u>

<u>Project Supervisory work Groups:</u>	<u>Supervisory Overtime Work Groups:</u>
WSCF	WSCF
All other MSA facilities/activities	All other MSA facilities/activities
Deactivation & Decommissioning	Demolition & Remediation
	Surveillance & Maintenance
	CS&I Site Services
Fast Flux Test Facility	FFTF
Plutonium Finishing Plant	PFP
K Basins Closure Project	CVD/KE/KW
Waste Stabilization & Disposal	SWSD
	LPCS
	T Plant
	WRAP
WSCF	
Groundwater/	
Waste Characterization	GRP

Part 10 – Off-Site Radiological Assistance

~~In the event of a radiological event that is necessary to be augmented by existing FH RCTs the following general guidelines will apply:~~

- ~~Staffing for such assignments typically offsite shall be by volunteers. A volunteer list will be established and updated annually.~~
- ~~In the event that additional training is necessary, it shall be arranged for by the employer.~~
- ~~It is recognized that emergency conditions may necessitate different shift assignments and hours of work. To the extent practical, current shifts and hours of work will be utilized, however, different hours/shifts may be necessary. Such volunteers will work all required hours. Overtime payment shall be consistent with the Collective Bargaining Agreement.~~
- ~~If travel is necessary outside of the Hanford site, reimbursement/coverage of expenses will be in accordance with the Contractor's travel policies.~~
- ~~If When such assignment is at the direct request of the Department of Energy or similar state agency, is requested by Fluor Hanford all time performing such work shall be considered as work time for purposes of continuity of service and seniority.~~

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~~APPENDIX "A" OVERTIME REVISION GROUP CHART – RADIOLOGICAL CONTROL
TECHNICIAN, SENIORITY GROUP 054A, IBEW LOCAL 984~~

~~On February 12, 2007 and March 8, 2007 FluorMission Support Alliance Hanford (FH) Workforce Services met with IBEW Local 984 to discuss the overtime groups for Radiological Control Technician's (RCT's) within the FH Projects. It has been agreed between both parties the overtime groups would be as follows:~~

Project Groups	Overtime Work Groups	Secondary/Back-Up Overtime Work Groups
Deactivation & Decommissioning	Demolition & Remediation Surveillance & Maintenance CS&I Site Services	Surveillance & Maintenance Demolition & Remediation
Fast Flux Test Facility	FFTF	CS&I Site Services
Plutonium Finishing Plant	PFP	
K Basins Closure Project	CVD/KE/KW	Plutonium Finishing Plant
Waste Stabilization & Disposal	SWSD LPCS T-Plant WRAP WSGF	T-Plant GRP SWSD
Groundwater/Waste Characterization	GRP	LPCS

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Part 9 TEMPORARY CONTRACTED RADIOLOGICAL CONTROL TECHNICIANS

PURPOSE

Due to the emerging needs of ~~Fluor~~[Mission Support Alliance Hanford \(FHMSA\)](#), it is necessary to employ Radiological Control Technicians (RCTs) on a temporary basis to support emerging and accelerated work. Such employees will be hired for ~~short-term needs that can not~~[cannot be appropriately satisfied by the employment of regular full-time employees](#).—Every reasonable effort will be made to accurately forecast requirements for temporary employees and a need assessment will be discussed with HAMTC/IBEW 984 prior to the issuance of requisitions for temporary employees. This agreement is the document that outlines the terms and conditions for these employees.

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DURATION

This agreement is effective ~~April 1, 2007~~[TBD](#) and is effective until ~~April 1, 2008~~[TBD](#). It can be extended by mutual agreement of the parties.

CLASSIFICATION/SENIORITY GROUP

These temporary employees shall be classified as "Contract Radiological Control Technicians" (CRCTs) and shall be in a separate distinct seniority group from the regular, full time [FHMSA](#) Radiological Control Technicians (RCTs).

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PROBATIONARY PERIOD/TEMPORARY PERIOD

These CRCTs shall be considered "temporary employees" for ~~the period of their hire date~~[periods not to exceed 720 working hours, until April 1, 2008](#). They shall be considered as a probationary employee for this time period and provisions governing union representation of probationary employees under the ~~TBD 2007~~[FHMSA](#)/HAMTC agreement shall apply.

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SUPERVISION

It is understood that temporary CRCTs shall follow the field direction of [FHMSA](#) supervisors.

UNION DUES

All employees of the Company performing work as a subcontractor for [FHMSA](#) shall, as a condition of continued employment, become a member of the appropriate union affiliated with the Council and pay union dues within thirty (30) days of the date of employment.

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~~5.1.~~ Employees who are members of a union affiliated with the Council shall continue to pay membership dues to such union, through the Council, as a condition of employment while in the bargaining unit and on the active payroll, and while remaining a union member. Employees within the bargaining unit who become members of a union affiliated with the Council shall pay after thirty (30) days continuous service, membership dues (including initiation fee, if any) to the appropriate union through the Council, as a condition of employment while in the bargaining unit and on the active payroll and while remaining a union member. In no event shall the membership dues (including initiation fee, if any) exceed the amount specified in the Constitution and/or Bylaws of the appropriate union and uniformly required.

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A. No employee shall be required to pay, as a condition of employment while in the bargaining unit, any union membership dues covering any period during which the employee was not in the bargaining unit or was not on the Employer's active payroll.

B. Any employee required to pay membership dues, or initiation fee, as a condition of employment, who fails to tender the initiation fee or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed by the Council to the Director, Industrial Relations, not later than five (5) days prior to a request that the Employer take final action on a delinquency.

2. Dues Deductions

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

- A. For employees who sign individual authorization forms, as described below, the Employer shall in accordance with such authorization, deduct from the earnings, payable to such employee, union dues (including initiation fee, if any) and promptly remit same through the Council to the appropriate union affiliated therewith.
- B. Subject to applicable law, any such authorization shall be revocable by the individual employee as described in the form of authorization agreed to by the parties.
- C. Deductions will only be made from the wages of employees who have executed and delivered to the Employer a written authorization in the agreed form.
- D. Indemnity Agreement – The Council shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Employer in making payroll deductions of union membership dues and/or initiation fees, as herein defined.
- E. As part of the hiring process, regular full-time and temporary employees within the bargaining unit will be routed to HAMTC as part of their sign up procedure.

3. Remittance and Statement to the Council

The Employer shall furnish to the Council the following data:

- A. On or before the fifteenth day of each month:
 - 1) The total amount of monthly dues (and initiation fees, if any) deducted from earnings payable on the first payday of the month, listed by craft.
 - 2) The name, payroll number and craft of, and amount contributed by, each employee from whose wages such deductions were made.
 - 3) The Employer shall, at the same time, forward to the Council its checks covering the amounts shown on or before the last day of each month:
 - a) The total amount of such monthly dues, if any, deducted for each craft from earnings payable on paydays subsequent to the first payday of the month listed by craft.
 - b) The name, payroll number and craft of, and amount contributed by each employee from whose wages such deductions were made.
 - c) The Employer shall forward to the Council its checks for the appropriate amounts.

ASSIGNMENT TO WORK LOCATIONS

Temporary CRCTs will be subject to work assignments based upon the needs of [FHMSA](#). Rapid deployment of these resources to meet project needs is a necessity. Assignment of CRCTs will be made after regular full-time positions have been filled utilizing the LAMP process. For short term needs as defined as less than ninety (90) working days may be filled utilizing CRCTs without utilizing the LAMP process. In the event the position is needed beyond ninety (90) working days, the LAMP process will be utilized to fill the position.

ASSIGNMENT TO SHIFT

Temporary CRCTs shall be assigned hours of work consistent with the needs of our business. These shifts include 8-hour shift, 8x9 shifts, 10-hour shifts and 12-hour shifts. Management shall assign CRCTs to shifts consistent with the provisions of Article VII of the 2007 [FHMSA](#)/HAMTC Labor Agreement and the RCT Appendix A provisions for shift assignments.

LAYOFF/WORKFORCE STABILITY

The purpose of temporary CRCTs is to augment and supplement the RCT needs of [FHMSA](#). In the event that there is an involuntary workforce reduction of [FHMSA](#) -RCTs, the temporary CRCTs will be laid off prior to any regular full-time [FHMSA](#) RCTs being laid off. The method and selection of CRCTs to be laid off shall be at the sole discretion of management. CRCTs will not be utilized while full-time RCTs (Seniority Group 054A) are on layoff status with recall rights.

JURISDICTION/WORK ASSIGNMENTS

Work assignments for temporary CRCTs shall be in accordance with normal assignments for [FHMSA](#) RCTs and will be consistent with HAMTC jurisdictional provisions.

WAGES

Temporary CRCTs shall be paid at the same wage schedule as regular full-time [FHMSA](#) RCTs.

BENEFITS

The unique nature of temporary CRCTs require a special arrangement for benefits in order to attract and retain qualified personnel. No benefit coverage shall be provided by [FHMSA](#). However, benefits may be provided by the vendor contractor as a "co employer". A "per diem" may also be provided by the vendor.

OVERTIME

Temporary CRCTs shall be eligible for overtime in the supervisory work group to which they are assigned only after regular full-time [FHMSA](#) RCTs in the supervisory work group have had the opportunity for the overtime.

SEPARATION PAY

Temporary CRCTs are not eligible for separation pay.

INFORMATION TO HAMTC

| [FHMSA](#) will supply HAMTC on a timely basis with the names of CRCTs who are hired or who are scheduled for release from employment.

CONTINUING TRAINING

| CRCTs will be provided necessary training consistent with [FHMSA](#) Rad Con requirements.

LEAD ASSIGNMENTS

CRCTs will not be selected or appointed to “Leads” for a temporary or permanent Lead Assignment.

| This agreement between [FHMSA](#) and HAMTC represents the full and complete agreement between the parties.

MSA Proposal Draft Rev 1 11-15-12

APPENDIX “A” AGREEMENT(S) – SENIOR REPRODUCTION LEADER SENIORITY GROUP B-19, INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

SENIOR REPRODUCTION LEADER

A working leader. Responsible for all phases of printing and reproduction work.

The SWG for Seniority Group B-19 will be ~~site~~ [MSA](#).

The Company agrees to the above SWG with the understanding that the Company may modify SWG as business needs dictate.

MSA Proposal #2 12-17-12

**APPENDIX “A” AGREEMENT – SHEETMETAL WORKERS, SENIORITY GROUP 011,
LOCAL 55**

MSA and HAMTC agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

SHEETMETAL – JOURNEYMAN

Fully qualified journeyman. Perform all types of sheetmetal work involving layout, shearing, punching, forming, fabrication, and erection of complicated and other sheetmetal installations. Set up and operate sheetmetal tools. Direct others.

SHEETMETAL – APPRENTICE

Fabricate and erect sheetmetal installations of simple design. Assist on and perform complex work under direction of a journeyman. Set up and operate sheetmetal tools. Is enrolled in and must complete the MSA/HAMTC Joint Apprenticeship Program.

The overtime group is: MSA.

SHIFT PROCEDURE

SHEETMETAL WORKERS – SENIORITY GROUP 011

SHIFT WORK

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

- a. Chief stewards or others requested by the Council by agreement with the Company.
- b. Employees exempted by the Company for medical reasons.
- c. New employees on ninety (90) day probation (position number three {3} on new employees may be abrogated in specific instances by agreement between the Company and Local 55).

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

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

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

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

**APPENDIX “A” AGREEMENT(S) – SIGN PAINTER, SENIORITY GROUP 038,
LOCAL 427**

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

SIGN PAINTER – JOURNEYMAN

Fully qualified Sign Painter Journeyman performs various types of layout, fabrication, preparation, installation and painting of signs, including, but not limited to, hand lettering, stenciling, silkscreen process, shading, outline, floor and safety striping. Performs painting of panel and other directional boards.

Performs the operation of sign making machines. Works with and mixes specialty paints and pigments to desired colors. Applies gold, silver and other leaf products to surfaces.

The overtime group will be Maintenance Services.

It is understood that window tinting for environmental efficiencies will be initially assigned to Seniority Group 025, Painter/Carpet Installers.

It is expected that the understanding regarding work assignments for Painter/Carpet Installers and Sign Painters continue for the term of this agreement. Specifically, Painter/Carpet Installers may perform the work of a Sign Painter (where the Sign Painter assignment would be supplemental to the Sign Painter craft and not serve to replace any employees in that classification).

Floor and safety striping in a building or facility is the work of the Sign Painter. However, floor and safety striping outside of a building or facility is the work of the Painters.

The Employer will provide Lead Worker Training and State Certified Asbestos Worker Cards for employees in accordance with the needs of the business on job assignments where such Training and Certification are required.

APPENDIX “A” AGREEMENT – STATIONARY OPERATING ENGINEER (SOE) AND CHLORINATOR SERVICEMAN, SENIORITY GROUP 005, INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE), LOCAL 280

Mission Support Alliance, LLC (MSA) and HAMTC agree to the terms and conditions of these documents, which will remain in full force and effect during the term of this agreement.

JOB DEFINITIONS

CHLORINATOR SERVICEMAN

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

STATIONARY OPERATING ENGINEER

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

STATIONARY OPERATING ENGINEER WITH WTPO/WDM CERTIFICATIONS

Responsible for the critical control of utility equipment, building heating and ventilation systems, closed loop cooling, vacuum pumps, compressors, DOP testing and air balance functions, the operation of boilers and related auxiliary equipment, process water supply equipment refrigeration, electrical generators and process air conditioning equipment. Responsible for the Operation of Washington State Group A and Group B Public Water Systems in accordance with Washington State Administrative Code WAC 246-290 and WAC 246-291. Responsibilities include operation of Water Treatment Plants and distribution systems including performance of disinfections of water mains, tanks and monitoring of system performance to include sampling and analysis.

STATIONARY OPERATING ENGINEER WITH WASTE WATER (WW) CERTIFICATIONS

Responsible for the critical control of sanitary waste water collection, storage, pumping and treatment systems in accordance with Washington Administrative code (WAC) 173-240. May perform other Stationary Operating Engineer functions.

The Stationary Operating Engineer (SOE) overtime and supervisory work (SWG) groups are as follows:

- MSA Water & Sewer Utilities
- HAMMER

The Company proposed the above SWG with the understanding that the Company may modify SWG as business needs dictate.

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It is the Company's continued expectation that members of seniority group 005, Local 280 obtain and maintain, as directed, the Washington State Department of Health Certification as a Water Treatment Plant Operator, Level I (see attached document "Water Treatment Plant Operator Certification [and a Washington State Department of Ecology Waste Water Group 1 Certification](#) for Stationary Operating Engineers in the Water Utilities Group and ~~Spent Nuclear Fuel Project~~"). This is necessary to comply with the Department of Energy direction and Washington State Regulatory requirements.

SHIFT TO DAY ROTATION PROCEDURES

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

1. Day shift assignment will be a period of one year, starting the first week of January and ending the first week of January of the following year.
2. If more than one (1) employee in a classification request a transfer, the employee with the oldest craft seniority date who has not been on the day assignment in the past will rotate.
3. Written requests for transfer from shift to days must be submitted to the manager no later than December 1. Individuals having a request on file after the closing date of December 1, will transfer by order of seniority.
4. Personnel with the highest accrued time on days within their individual Overtime Group will rotate first.
5. In the event two or more SOEs have equal time on days, the following procedure will be followed in this order:
 - A. Seniority
 - B. Continuity of service
 - C. Birthday
6. The employee on days can normally be bumped within the first week of January. He also may be bumped to accommodate a hardship. Hardship could include a personal health problem or a family problem to be reviewed periodically by the Company and Union Chief Steward.

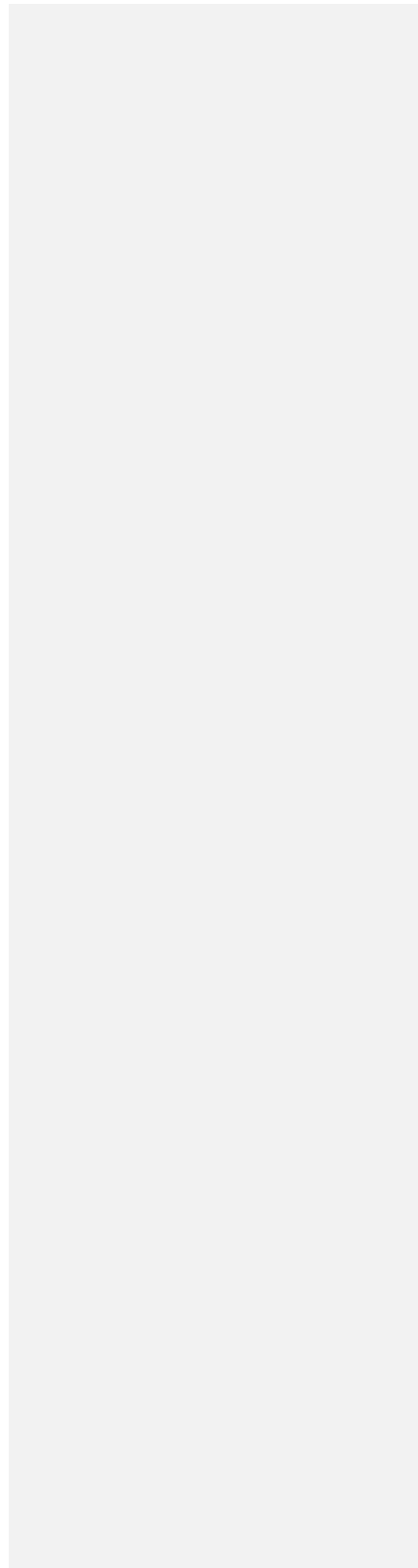
All hardship cases awarded, not verified as medical by site occupational medical provider, shall be subject to review by the Union Chief Steward and the Company at three-month intervals.

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

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

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

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



The following covers the Seniority Group 005 Training & Qualification Program.

1. TRAINING, EXAMINATION, & QUALIFICATION SENIORITY GROUP 005

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

- A. SOEs shall meet the qualification requirements on a biennial basis. They will be trained, examined, and qualified on all parts of the SOE's field of responsibility including additional training and examination covering all new or revised responsibilities as required.
- B. This program does not alter or modify the general seniority provisions of the current MSA LLC/HAMTC Agreement. Failure to complete qualification will not change a SOE's seniority date as long as the SOE remains in the 005-seniority group.

2. REQUIREMENTS FOR QUALIFICATION

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

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

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

3. TRAINING METHODS AND TRAINING TIME

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

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

4. CONTINUING TRAINING

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

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

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

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

5. EXAMINATIONS

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

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

performance evaluation that is performed incorrectly shall result in failure of that performance evaluation.

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

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

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

Reexamination upon return to work shall occur following any extended absence (three months or greater), which has interfered with the employee s training and requalification schedules. This examination shall be tailored to the individual's case giving consideration to the length and cause of absence.

6. REMEDIAL TRAINING

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

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

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

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

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

7. TRAINING AND QUALIFICATION PROGRAM IMPLEMENTATION

All members of seniority group 005 must obtain and retain qualification consistent with the terms and conditions of the Stationary Operating Engineer Training and Qualification

Program. Achievement of qualification will be accomplished by successfully passing all facility packages as determined by the facility manager. The Vent and Balance Qualification package will be determined by their management.

Non-incumbent (newly hired) SOEs must qualify for at least one (1) facility specific training package, as determined by facility management, within nine (9) months from their date of hire into seniority group 005. The balance of the packages must be completed within the next fifteen (15) months. The sequence of package completion will be determined by facility management.

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

8. PAY AND PROGRESSION

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

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WATER TREATMENT PLANT OPERATOR CERTIFICATION (WTPO) FOR SOE'S

Pursuant to the Washington Administrative Code (WAC) Chapters 246-290, 246-291, and 246-292-060, the Washington State Department of Health (DOH) established the Waterworks Operator Certification program and the requirement for public water systems to be operated by individuals who have obtained a DOH Water Works Operator Certification. This Washington State law applies to the Hanford ~~100K~~ water systems operated by ~~CHPRE~~MSA. The SOEs who operate the ~~100K~~-MSA water systems must possess a minimum Level I Washington State Certification as a Water Treatment Plant Operator (WTPO).

Pursuant to the Washington Administrative Code (WAC) Chapters 173-240, the Washington State Department of Health (DOH) established the Waste Water Operator Certification program and the requirement for public waste water treatment systems to be operated by individuals who have obtained a Washington State Department of Ecology Wastewater Works Operator Certification. This Washington State law applies to the Hanford waste water systems operated by MSA. The SOEs who operate the MSA waste water systems must possess a minimum Washington State Department of Ecology Wastewater Group 1 certification.

~~All minimum of 6 SOEs, or a number designated by DOE, employed in the 100K-MSA water systems group must obtain and maintain at least a Washington State Department of Health WTPO Level I Certification and a Washington State Department of Ecology Waste Water Group 1 Operator Certification. All other SOEs within the group may obtain a WTPO Certification. If at any time, the number of SOEs holding a WTPO Certification drops below 6, or a minimum number as designated by DOE, rules of seniority will be used to determine which SOE must attempt to obtain the certification.~~

The employer will provide training to prepare for the examination(s) and will pay the costs of taking the examination and maintaining the certification.

All SOEs currently assigned to the water systems group must obtain a WTPO Level I Certificate once they meet the minimum education and experience criteria for WTPO Certification as stated in WAC 246-292-060 ~~and a Wastewater Group 1 as stated in WAC 173-240~~. The examination must be taken at the first opportunity upon meeting criteria. If failure on the first attempt occurs, the SOE must apply for and retake the second examination or third examination if necessary, as they are scheduled and given by the state. If the SOE fails the second examination, the Company and the Union will meet to discuss and evaluate the individual's performance on the prior two tests to determine if taking the third examination is warranted.

A SOE who fails to certify as described above may be removed from the ~~100K-MSA~~ water systems group. If it is necessary to backfill the resulting vacancy, the normal procedure of LAMP will be followed. The SOE leaving the ~~100K-MSA~~ water systems group would fill the first backfill vacancy subsequently created.

If the LAMP procedure does not produce a candidate, the SOE may "bump" the least senior SOE within the Company.

In the event of an excess and/or lay off, all SOEs in Seniority Group 005 will be treated as one classification.

All SOEs in the ~~100K waste-MSA water~~ systems group (at present or in the future) who acquire and maintain required ~~WTPO~~ Certifications ~~at a later date~~ will receive \$27.48/week -certification pay.

This action will be effective on the first Monday following receipt of notification from the state that the SOE has achieved the certification. All MSA Water and Sewer Utility SOEs who have previously attempted to obtain a certification by testing and have failed, will be grandfathered from obtaining them.

The certification pay will be removed if the certification expires or becomes invalid. The pay will also be removed if the SOE is no longer employed in the ~~100K~~MSA water systems group.

APPENDIX “A” AGREEMENT(S) – MACHINE SHOP STOCK AND TOOL ATTENDANT AND STOCK AND TOOL ATTENDANT, SENIORITY GROUP 039, MACHINIST, LOCAL 1951

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

MACHINE SHOP STOCK AND TOOL ATTENDANT

Maintain stock and tool crib. Issue tools and materials including tool bits, hand tools, cutting preparations and measuring equipment. Performs reconditioning and repair of specified tools including sharpening. Keeps records of withdrawals and inventory.

STOCK AND TOOL ATTENDANT

Maintain stock and tool crib. Keep accurate record of inventory and of withdrawals of machine and hand tools, equipment and stock. Inspect tools and perform minor reconditioning and repair work.

The overtime groups for the Stock and Tool Attendant are:

- Maintenance Services
- Site Wide (Back-up for all listed overtime groups)

In regard to adding a back-up to the current overtime groups, the Company is agreeable to the addition and will add “Site Wide” as a back-up to all of the listed overtime groups.

MSA LLC is agreeable to continue the understanding that the word “classification” shall be interpreted to mean both the Stock and Tool Attendant and the Machine Shop Stock and Tool Attendant for the purposes of layoff and recall. However, the provisions of the MSA LLC/HAMTC Agreement remain controlling in that an individual cannot claim a higher rated position as a result of layoff condition.

In regards to staffing short term vacancies in a Tool Crib, the HAMTC and Local 1951 representatives presented the Step II answer to grievance #88-316 and further stated their general position as follows:

- If there is to be an entrance to a Tool Crib, the specific attendant should be there.
- If that is not possible, another attendant from the overtime list should be assigned.
- If that is not possible, a Machinist should be assigned.

MSA LLC intends to abide by the provisions of the grievance answer, however, there are instances where the three steps listed above will not be followed – particularly on off shift situations where the crib entry is infrequent and is of a de minimus nature. In those instances, a log will be provided to record entries and activities.

APPENDIX “A” AGREEMENT(S) – STOREKEEPERS, SENIORITY GROUP 001, LOCAL 839

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

STOREKEEPER

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

The overtime groups are:

- ~~Property & Warehouse Operations~~ Management
- HAMMER

The Company ~~is agreeable with listing the current~~ Supervisory Work Groups (SWG_s), ~~in the 2007 Appendix “A”~~ are as follows, with the understanding that the Company may modify the SWG_s as business needs dictate.

The supervisory work groups are:

- ~~Business Services~~ Warehouse Operations Warehousing & Stores Delivery
- ~~HAMMER~~ Asset Control
- HAMMER

~~Fluor Hanford~~ MSA agrees that for purposes of excessing only, the ~~PHMC~~ MSA will be considered as one Supervisory Work Group. Prior to a Declaration of Excess, management will realign the workforce to meet their business needs. The excessed Storekeeper will be the most junior Storekeeper at the ~~PHMC~~ MSA. Consideration of a Reassignment Request Form (RRF) is not required in this process.

MSA Proposal Rev 3 6/11/13

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

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

SUBSTATION OPERATOR

Responsible for the operation of an electrical transmission substation. Perform all operations required to maintain service at specific levels; in emergencies diagnose trouble and take appropriate action. Make line and equipment tests.

The overtime group will be Electrical Utilities.

Management remains willing to discuss with the Union, during the term of the agreement, any issues that may impact the operations of Electrical Utilities, to ensure a continuous safe, effective and efficient work environment.

The Substation Operators desired assurance from the Employer that training will not be cut back and that if additional licenses/certifications are required in the future; the Employer will provide the training and pay for the expense to obtain them. In response, the Employer’s position is that it is impossible to predict the vagaries of future programs and the future funding of training at Hanford, but it can state, unequivocally, that it is committed to having any employee trained to safely perform the task to which he is assigned.

APPENDIX "A" AGREEMENT
SUBSTATION ELECTRICIANS/SUBSTATION OPERATORS/METER RELAY TECHNICIANS

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1. Preamble

This Agreement is intended to fully document the understandings and agreements reached among Hanford Atomic Metal Trades Council (HAMCT), International Brotherhood of Electric Workers (IBEW) Local #77, and Mission Support Alliance (MSA) relative to Instrument/Electrical Crafts Work Assignments and Cross-Jurisdictional Agreement. All previous correspondence on this matter between the parties is hereby superseded.

It is the intent of all parties that this Agreement be administered in utmost good faith.

2. Work Assignments

- F. When making work assignments, management will assign craftsmen to work within their established jurisdictions as set forth in Article V of the current work agreement.
- G. Individual craftsmen, when performing assigned work, will be expected to proceed with the assignment when they encounter work normally assigned to other crafts covered by this Agreement, providing they are qualified to perform the work and all safety rules are observed.
- H. Employees hereinafter designated as Master Craftsmen may be assigned to perform any assignment within the scope of the crafts encompassed by this Agreement when the employee is qualified to perform the work in a safe manner.
- I. When two (2) or more of the classifications covered by this Agreement are required for a work assignment, composite crews may be utilized.
- J. Work assignments involving major cable pulling jobs in existing conduits will be reviewed with the appropriate Chief Stewards prior to the assignment.

3. Training

During the life of this Agreement, various training courses considered appropriate for cross-jurisdictional work will be conducted. Courses may include, as examples,

- National Electrical Code familiarization
- Shop and test equipment familiarization

4. Joint Committee

- A. A joint committee is to be established to function during the life of this Agreement. This committee will be composed of eight (8) members, four (4) to be designated by the Company, and four (4) to be designated by the Council.
- B. It shall be the responsibility of the Joint Committee to resolve any problems, which may develop due to the administration of this Agreement that cannot be resolved within the affected group.

- C. The Council agrees that disputes arising as a result of this Agreement shall not be subjected to the grievance procedure. Any and all disputes will be referred to the Joint Review Committee.
- D. The Joint Committee will refer problems, which they cannot resolve to the appropriate channels, i.e., the grievance procedure.
- E. The Joint Committee shall meet monthly or as necessary to review problems and the progress of this Agreement.

5. Master Craftsman

- A. A new job description within the Substation Electricians, Substation Operators, Meter Relay Technician crafts will be formed and will be called Master Craftsman, and will be paid at one hundred four (104%) percent of the established Journeyman rate.
- B. A Master Craftsman shall be defined as a craftsman, who has demonstrated the necessary troubleshooting skills, has extensive experience with cross-craft assignment, has the ability to analyze complex problems and perform the necessary repairs in a professional and timely manner with a minimum of direct supervision.
- C. The following material is established to demonstrate the criteria for advancement to Master Craftsman within the Substation Electrician, Substation Operator, and Meter Relay Technician classification. The employees must achieve and maintain the skill and work performance levels established to continue in the Master Craftsman classification.
 - 1. Work Performance Rating
 - a) Completes assignments expeditiously
 - b) Completes documentation in a timely and accurate fashion
 - c) Performs assignments well when working alone. Observes good safety procedures.
 - d) Personality – gets along well with personnel of other crafts on mixed group assignments. Refer jurisdictional disputes to the Joint Review Committee.
 - e) Demonstrates above average ability to troubleshoot equipment faults.
 - f) Demonstrates ability to write, review, and follow procedures.
 - g) Develops a specialty to assume primary responsibility for a system, or for complex equipment, while continuing to maintain an all around balance as a journeyman.
 - h) Maintains the high level of performance as described in C.1. a) through g) above, as evaluated and documented by management in the employee's annual performance evaluation.

2. Selection Process: The selection process will be conducted in the following manner:
 - a) Job openings for Master Craftsmen will be posted. Any qualified journeyman covered by this Agreement may bid for the posted position(s).
 - b) Candidate Evaluation and Selection will be conducted by the hiring manager. Appeals by unsuccessful bidders will be directed to the Joint review Committee.
 - c) Continuation in the Master Craftsman classification will be determined by the performance criteria as set forth in 5.C.1.a) through h) above.
3. Training
 - a) Accepts and maintains requirements and conditions of on-the-job training at the Master Craftsman level.
 - b) Assists in cross training of fellow craftsmen as directed by management.
4. Time Requirements for Advancement
 - a) To be considered for advancement to the Master Craftsman level an employee shall have at least one (1) year of proven performance as a one hundred (100%) percent qualified FH journeyman.
 - b) After having met the criteria set forth in 5.C.1.a) through h) above, and all other factors being equal, seniority would be a major factor in advancing to Master Craftsman.
5. Evaluation of Maintenance Skills
 - a) A candidate for Master Craftsman rate shall have demonstrated proficiency in maintenance and/or calibration of plant equipment and/or instruments as a journeyman and/or be qualified to maintain a major system or plant equipment critical to plant reliability.
6. Assignments to the Master Craftsman classification will be on the basis of job openings as determined by management.
 - b) Management will ensure that any employee covered by this Agreement working the back shifts (ABCD, XYZ, PQ) on a permanent basis will be upgraded to Master Craftsman if qualified.
7. The Company will establish and maintain a system of record keeping to cover initial selection to Master Craftsman, and will include the employee's annual performance evaluation.

6. Overtime and Seniority Lists

The overtime and seniority lists will not be changed as a result of this Agreement.

7. Overtime Policy

Historical boundaries will be observed during this Agreement when scheduling overtime; however, cross assigned craftsmen may continue on the job during overtime because of job continuity considerations. If working craftsmen refuse overtime, the overtime assignment will revert to the historical jurisdiction.

8. Reductions in Force

The Company agrees that it will not layoff Substation Electricians, Substation Operators, or Meter Relay Technicians as a direct result of adopting this Agreement.

9. Terms of the Agreement

This Appendix A Agreement will become a permanent part of the labor agreement.

10. Intent

It is the intent of the parties that the foregoing Agreement be administered in the utmost good faith in that the designated representatives to the Joint Review Committee may exercise their considered good judgment in resolving the problems and disputes brought to their attention.

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

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

SUBSTATION ELECTRICIAN - JOURNEYMAN

An electrician, performing all types of electrical work, such as layout of construction wiring, installation and maintenance of electrical equipment, including switchgear, breakers, transformers, generating, substation, distribution and control wiring. Obtain and maintain a Commercial Drivers License (CDL) and be able to operate bucket trucks. Proficient in PCB cleanup and disposal of wastes. Perform testing, inspection, record keeping of electrical protective rubber goods. Take clearances and perform switching operations on high voltage electrical circuits in excess of 600 volts. Direct others. Perform any assigned electrical work of a lesser skill. Be knowledgeable in working on or near high voltage electrical equipment and systems.

The overtime group will be Electrical Utilities.

We are carrying forward the previous cross jurisdictional agreement.

Management remains willing to discuss with the Union, during the term of the agreement, any issues that may impact the operations of Electrical Utilities, to ensure a continuous safe, effective and efficient work environment.

APPENDIX "A" AGREEMENT
SUBSTATION ELECTRICIANS/SUBSTATION OPERATORS/METER RELAY TECHNICIANS

1. Preamble

This Agreement is intended to fully document the understandings and agreements reached among Hanford Atomic Metal Trades Council (HAMTC), International Brotherhood of Electric Workers (IBEW) Local #77, and Mission Support Alliance (MSA) relative to Instrument/Electrical Crafts Work Assignments and Cross-Jurisdictional Agreement. All previous correspondence on this matter between the parties is hereby superseded.

It is the intent of all parties that this Agreement be administered in utmost good faith.

2. Work Assignments

K. When making work assignments, management will assign craftsmen to work within their established jurisdictions as set forth in Article V of the current work agreement.

L. Individual craftsmen, when performing assigned work, will be expected to proceed with the assignment when they encounter work normally assigned to other crafts covered by this Agreement, providing they are qualified to perform the work and all safety rules are observed.

M. Employees hereinafter designated as Master Craftsmen may be assigned to perform any assignment within the scope of the crafts encompassed by this Agreement when the employee is qualified to perform the work in a safe manner.

N. When two (2) or more of the classifications covered by this Agreement are required for a work assignment, composite crews may be utilized.

O. Work assignments involving major cable pulling jobs in existing conduits will be reviewed with the appropriate Chief Stewards prior to the assignment.

3. Training

During the life of this Agreement, various training courses considered appropriate for cross-jurisdictional work will be conducted. Courses may include, as examples,

- National Electrical Code familiarization
- Shop and test equipment familiarization

4. Overtime and Seniority Lists

The overtime and seniority lists will not be changed as a result of this Agreement.

5. Overtime Policy

Historical boundaries will be observed during this Agreement when scheduling overtime; however, cross assigned craftsmen may continue on the job during overtime because of job continuity considerations. If working craftsmen refuse overtime, the overtime assignment will revert to the historical jurisdiction.

6. Reductions in Force

The Company agrees that it will not layoff Substation Electricians, Substation Operators, or Meter Relay Technicians as a direct result of adopting this Agreement.

7. Terms of the Agreement

This Appendix A Agreement will become a permanent part of the labor agreement.

8. Intent

It is the intent of the parties that the foregoing Agreement be administered in the utmost good faith in that the designated representatives to the Joint Review Committee may exercise their considered good judgment in resolving the problems and disputes brought to their attention.

MSA Proposal Rev 2 dated 6/17/13 [Tentative Agreement signed David Deen/MSA 6/24/13](#)

APPENDIX “A” AGREEMENT(S) – WELDERS, SENIORITY GROUP 040

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DEFINITION

WELDER - JOURNEYMAN

Individuals fully qualified in the skills and techniques of welding formulations of every description and character by any mode or method.

The overtime group is: MSA

The Welding Pool Agreement dated November 10, 1982, is carried forward. The HAMTC cover letter, dated December 8, 1982, clarifying that agreement, is also included in this Appendix A.

WELDERS' POOL AGREEMENT
Hanford Atomic Metal Trades Council
November 10, 1982

Chairman: Craig McClure, Business Agent, IAM & AW
Recorder: K. A. Smith, Delegate, HAMTC

Unions to be signatory to the Welders Pool: Machinists
Boilermakers
Carpenters & Millwrights
Plumbers & Steamfitters
Sheet Metal Workers
Electrical Workers
Iron Workers

Job description and duties of welding pool welders, RHO Seniority Group 040

Welders to do all welding, cutting, burning, with torch except as specified by other HAMTC agreements.

Welders in the welding pool must pay dues or agency fee to one of the seven affiliated crafts.

Each craftsman in the Welders' Pool may choose on an individual basis any one of the seven signatory crafts with which to be affiliated.

The balance of craftsmen between the seven signatory crafts is to be reviewed annually and any gross imbalance to be adjusted as may be subsequently agreed upon.

The foregoing entire agreement is to be reviewed annually within the first two months of each calendar year and modified or adjusted as may be agreed upon by the legal representatives of each of the seven signatory crafts.

Agreed to this 10th day of November, 1982.

Craig E. McClure
Desert Lodge No. 1951, IAM & AW
Paul V. Stuart
Carpenters & Millwrights Local 2403.
Pat Muse
Plumbers & Steamfitters Local 598
Jimmy W. Deane
Sheet Metal Workers Local 242

James F. Woods
Boilermakers Local 104
Jack Ray
Iron Workers Local 14
G. L. Angell
Electrical Workers Local 77
Kate Smith
President, H.A.M.T.C.

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EMPLOYEE RELATIONS

OFFICE OF: President



HANFORD Hanford Atomic Metal Trades Council

1305 KNIGHT STREET RICHLAND, WASHINGTON 99352
P. O. BOX 898 2 PHONE 946-0326

December 8, 1982

Mr. O. P. Amacker, Manager
Staff Relations
Battelle-Northwest

Mr. T. J. Deen, Manager
Labor Relations
UNC Nuclear Industries

Mr. R. S. Miller, Administrator
Employee and Labor Relations
Rockwell Hanford Operations

Mr. J. G. Ward, Manager
Union Relations
Westinghouse Hanford Company

Gentlemen:

WELDING POOL AGREEMENT

Attached is a copy of the subject agreement summary and further explanation which resulted from recent meetings.

The Council hopes this will clarify any questions you may have had.

Sincerely,

HANFORD ATOMIC METAL TRADES COUNCIL

P. J. Todish
President

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T. J. DEEN

Welding Pool Agreement

The Hanford Atomic Metal Trades Council affirms that the current HAMTC welding agreement dated November 10, 1982, was not intended to change current practice of work assignment by any of the four affected Hanford operating contractors, but to formalize what was understood to be the heart of an existing, but unwritten agreement originally reached in 1949.

The foregoing statement is not intended to prejudice the possibility that the subject of job description or other subjects pertinent to the welding craft may be made a part of future negotiations.

Signed this 7th day of December, 1982.


P. J. Todish, President
Hanford Atomic Metal Trades Council

MSA Proposal 6/13/12

APPENDIX “A” AGREEMENT(S) – COMMUNICATION SPECIALIST, SENIORITY GROUP B-22; INSTRUMENT SPECIALISTS, SENIORITY GROUP B-18; SWITCHBOARD OPERATORS, SENIORITY GROUP B-59, IBEW, LOCAL 77

Mission Support Alliance, LLC (MSA) and the Hanford Atomic Metal Trades Council (HAMTC) agree to the terms and conditions of these documents, which will continue in full force and effect during the term of this agreement.

JOB DESCRIPTIONS

INSTRUMENT SPECIALIST – JOURNEYMAN – SENIORITY GROUP B-18

Perform application work involving all types of installation, and maintenance of highly complex instruments, PC/thin client devices, VOIP phone hardware, UPS systems and related equipment. Devise multiple instrument assemblies, and improvise temporary equipment. Work from sketches, manuals, prints, or oral instructions. May direct others.

COMMUNICATION SPECIALIST – JOURNEYMAN – SENIORITY GROUP B-22

FCC General Radio Operators Licensed individual to install, troubleshoot, maintain and adjust complex radio/microwave transmitters, receivers and associated equipment. Maintain a wide variety of analog/digital telecommunications and network infrastructure and transport systems including fiber optics/copper cabling, wireless, special circuits, PABX systems and associated equipment. May direct others.

COMMUNICATION SPECIALIST – TRAINEE – SENIORITY GROUP B-22

Perform ordinary installation, testing, and repair of radio/microwave equipment. Assist and perform complex telecommunications work under direction. FCC license must be obtained by end of 2-year period.

SWITCHBOARD OPERATOR – SENIORITY GROUP – SENIORITY GROUP B-59

Operate telephone switchboard to provide local, toll and network service. Supply information, intercept and emergency service for telephone users. Involves assistance on and handling incoming and outgoing local, toll, communication network circuit, and conference calls. Perform related functions, such as, required ticketing, manual peg counting, etc. Take appropriate action on communications system alarm conditions or circuit troubles.

**Jurisdictional Agreement
Seniority Group B-18
Within the Communication and Computer Technology Groups**

1. Installation and Maintenance of Equipment

- a. Instrument Specialists (B-18) will install, maintain and troubleshoot all computers, monitors, and complex interface equipment associated with the computers. This includes business machines (IE printers, copiers, scanners etc.) ~~Instrument Specialists (B-18) will install, maintain and troubleshoot all equipment between computers and network switching equipment, excluding switches.~~ Instrument Specialists (B-18) will install and maintain servers and related equipment (e.g. data center 339A and Fed G4)

Comment [FKRJ1]: Contingent upon the fact, this does not include Abadan Commercial multi-function devices.

- c. ~~The demarcation line in the network area shall be the following:~~

- ~~1. The output side of the network switch that goes to the wall outlet and computer shall be the work of Instrument Specialists (B-18).~~

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2. Installation of Grounding/Bonding

- a. Instrument Specialists (B-18) will install, repair, and replace of grounding/bonding of their equipment.

Comment [FKRJ2]: Provide Specifics of equipment type.

3. Telecommunications

- a. Instrument Specialists (B-18) will install and maintain all VOIP phones.

4. Power Supplies and Batteries

- a. Instrument Specialists (B-18) will install batteries for their computers and associated equipment.

5. Uninterruptable Power Supplies (UPS)

- a. Instrument Specialists (B-18) will install, configure and maintain UPS's for radio /computer systems, and related equipment, plus maintain all other UPS's except hardwire units which is the work of the Electrician (see Jurisdiction E/IC dated 4/12/12). will install UPS's for computer systems.

- b. See memo for shared work.

~~6. Fiber Optics~~

- ~~a. Instrument Specialists (B-18) will install, repair, troubleshoot and terminate fiber to their equipment.~~

- ~~b. Troubleshooting fiber, when not determined which craft owns the problem, shall be composite.~~

7. PLC's

- a. Troubleshooting PLC's for computer equipment will be the work of the Instrument Specialists (B-18).

8. Any equipment that requires installation and inspection by the State Electrical Inspector for certification of equipment, per NFP-70 E, will be performed by the Electricians.

**Jurisdictional Agreement
Seniority Group B-22
Within the Communication and Computer Technology Group**

1. Installation and Maintenance of Equipment

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a. Communication Specialists (B-22) will install, maintain and troubleshoot all equipment related to radios, microwaves, antennas, ~~wireless~~ network and telecommunications equipment (including switches), RFAR's, analog landline phones, pagers, sirens, message reader boards, and RFAR decoders. ~~Communication Specialists (B-22) will install, maintain and troubleshoot all network equipment, including switches.~~

b. ~~The demarcation line in the network area shall be the following:~~

1. ~~The Communication Technicians (B-22) shall install and maintain everything up to, and including, the network switch.~~

2. Installation of Grounding/Bonding

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a. Communication Specialists (B-22) will install, repair, and replace of grounding/bonding for their equipment.

~~3. Telecommunications~~

~~b. Communication Specialists (B-22) will install all copper/ analog hard wire phones.~~

4. Solar Power Cells/Panels

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a. Solar power cells/panels for communication equipment (i.e., in microwaves, RFAR, and permanent message reader boards) will be performed by the Communication Specialists (B-22).

5. Power Supplies and Batteries

a. Communication Specialists (B-22) will install and maintain power supplies and batteries for their equipment.

6. Uninterruptable Power Supplies (UPS)

~~a. Communication Specialists (B-22) will install, configure and maintain UPS's for radios, and related equipment, plus maintain all other UPS's except hardwire units which is the work of the Electrician (see Jurisdiction E/IC dated 4/12/12).~~

~~b. See memo for shared work.~~

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7. Fiber Optics

- a. Communication Techs will install, repair, troubleshoot, terminate and replace all fiber ~~which to their equipment (see 1.a. above)-optical equipment and related hardware.~~
- b. ~~Troubleshooting fiber, when not determined which craft owns the problem, shall be composite.~~

8. PLC's

- a. Troubleshooting PLC's for communication equipment will be the work of Communication Specialists (B-22).

9. Any equipment that requires installation and inspection by the State Electrical Inspector for certification of equipment, per NFP-70 E, will be performed by the Electricians (Seniority Group 0-22).

Shared Work Agreement

The company has stated that the purpose of expanding shared work areas is to be more flexible to customers' needs and not to change the composition of the B18 and B22 groups. Therefore, the company agrees that the B18 and B22 groups are distinct seniority groups with clearly defined jurisdictions. However, to allow the company to better meet the customers' needs, the Union agrees to allow jurisdiction across assignment of working during regular Day Shift hours as follows:

~~5. Customer end-point telephone devices; connections/disconnections & maintenance (Analog & VoIP including peripherals)~~

~~A. Training provided to B18 for analog connections devices~~

~~6. Customer end-point computer devices; connections/disconnections & maintenance, (including peripherals)~~

~~A. Disc/Reco only – no data transfers~~

~~B. Training provided to B22 for computer connections devices~~

~~7. VoIP troubleshooting/repair~~

~~8. Customer end-point printer/plotter disconnectsconnections & disconnections~~

~~• Cellphone/Smartphone wiping~~

~~• Data center work (i.e. all cabling, server/networking/switching installation/removal & maintenance)~~

~~9. Facility networking and switching (i.e. all cabling, networking/switching installation/removal & maintenance)~~

~~10. UPS installation/removal & preventative maintenance~~

~~A. Deployment, Disconnects and Testing is shared~~

~~B. Repair only to be performed by B22~~

~~11. Monitor installs, replacements, additions, etc.~~

~~12. Technical and Data integrity preclude sharing~~

~~13. Following network equipment work~~

~~•~~

~~A. New install of equipment (excludes inside plant cabling to switch)~~

~~B. Permanent removal of equipment (includes unplugging of cables from switch~~

~~○~~

~~**Equipment swap or move is specifically excluded~~

All work completed on overtime will be assigned to the jurisdictionally relevant group.

~~The company agrees to keep the B18 and B22 seniority groups equal in full-time employee headcount when hiring or reducing the workforce.~~

Industry "plug n' play" flexibility

Excluded work for all groups: Work that can be classified by any reasonable person to be "plug n' play" is not exclusive work of HAMTC. Plug and play can include Universal Serial Bus devices, Fire wire, or similar future technology. Plug and play would also include standard commodity items, including: speakers, keyboards, mice, microphones, web cameras, etc. Users shall be allowed to plug and unplug "Plug n' play devices", PC/thin client/telephone devices (at device end), replace handset cables and attach hands free headsets to phones.

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Mission Support Alliance does not employ personnel in the following classifications:

Hot Cell Technicians (063)

IH Technicians (062)

Locomotive Engineer (002)

Locomotive Mechanic (010)

Master Process Crane (032)

NCO/D&D (003)

Track Inspectors (012)

In the event personnel represented by HAMTC under a certification not listed herein become employed by the Employer, the respective certification shall be included in this agreement and the parties shall meet to discuss applicable Appendix A items.

Previous job descriptions for these classifications are included for historical purposes.

APPENDIX “A” – LOCOMOTIVE ENGINEER, CONDUCTOR, SWITCHMAN, SENIORITY GROUP 002, LOCAL 280

JOB DEFINITION

LOCOMOTIVE ENGINEER

Operate project locomotives, make emergency repairs.

CONDUCTOR

Responsible for make up of train and car movements. Transmit signals, spot, switch, couple and uncouple cars. Direct the switching crew.

SWITCHMAN

Transmit signals, spot switch, couple and uncouple cars, and perform related duties.

APPENDIX “A” NUCLEAR CHEMICAL OPERATORS, SENIORITY GROUP 004 AND SENIORITY GROUP 003 – D&D WORKERS – UNITED STEELWORKERS LOCAL 12-369

JOB DEFINITION

WORKING LEADER CLASSIFICATION

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 the management. Including utilizing appropriate safety precautions at all times including good housekeeping. Is responsible for the functionally directing of the work in the group.

NUCLEAR CHEMICAL OPERATOR – JOURNEYMAN

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

NUCLEAR CHEMICAL OPERATOR

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

OPERATOR TRAINEE

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

DECONTAMINATION/DECOMMISSION WORKER

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

APPENDIX "A" LOCOMOTIVE MECHANIC, SENIORITY GROUP 010, LOCAL 280

JOB DEFINITION

LOCOMOTIVE MECHANIC - JOURNEYMAN

Fully qualified mechanic. Perform all type of repairing of diesel electric locomotives and related rolling equipment, including major overhaul work and necessary welding and burning. Set up and operate power tools. Direct others.

APPENDIX “A” TRACKMAN, TRACK INSPECTOR, SENIORITY GROUP 012, LOCAL 280

JOB DEFINITION

TRACK INSPECTOR

Responsible for thorough visual inspection and recording of conditions of the railroad track system, including right-of-way. Familiar with and trained in Federal Railroad Administration (FRA) standards. Be able to detect deviations in the track system which are not in compliance with FRA standards. Report all deviations from standards and recommend remedial action for correction to management. May perform other duties in Seniority Group 012.

TRACK EQUIPMENT OPERATOR I

Perform construction and maintenance work on railway trackage and right-of-way using tie extractor-inserter equipment, ballast tamping equipment and other similar types of powered equipment. May perform duties of the Trackman.

TRACKMAN

Perform construction and maintenance work on railroad trackage right-of-way using section gang machines (with attachments), rail grinder, rail drilling machines and other similar types of track maintenance equipment. Perform construction and maintenance work on railroad trackage and right-of-way.

**APPENDIX “A” MASTER PROCESS CRANE OPERATORS, CRANE OPERATORS
(PROCESS) SENIORITY GROUP 032, INTERNATIONAL UNION OF OPERATING
ENGINEERS (IUOE), LOCAL 280**

JOB DEFINITION

MASTER PROCESS CRANE OPERATOR

Operates cranes of special design to handle process work in process buildings, knowledgeable of the operation of all process cranes; direct and train others.

CRANE OPERATOR (PROCESS)

Operates cranes of special design to handle process work in process buildings.

**APPENDIX “A” INDUSTRIAL HYGIENE TECHNICIAN, SENIORITY GROUP 062, IBEW
LOCAL 984**

JOB DESCRIPTION

Perform industrial hygiene tasks assigned including sampling and monitoring in accordance with established FH policies and procedures. Provide documentation of operational and monitoring activities as required. Provide support to special projects as assigned. Must maintain proficiency requirements as an IHT, radiological worker and hazardous waste worker. Support training of other IHT's for which they are qualified when assigned by supervision.

APPENDIX “A” HOT CELL TECHNICIAN, SENIORITY GROUP 063, UNITED STEEL WORKERS (USW) LOCAL 12-369

JOB DESCRIPTION

EDS (Working Leader)

See Article XXV, Miscellaneous Conditions, paragraph 2 of the MSA/HAMTC Labor Agreement, Working Leader classification. Check this

EDS Senior Technician

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

Responsibilities include all those of an EDS or Fuel Wash Technician and the following:

- Perform safe and efficient equipment operation and component handling with strict adherence to criticality safety and technical specifications.
- Assist with on-shift technical direction of IEM Cell and MASF operations.
- Maintain thorough knowledge of all applicable operating and administrative procedures.
- Review IEM Cell and MASF systems and documentation for technical, safety and operation adequacy.
- Radiological waste handling and packaging.
- Maintain Fuel Handler Qualifications.
- Perform all other related EDS Hot Cell Technician duties as required.

EDS Technician

Performs semi-complex functions, in a qualified role, requiring creative thinking and a complete knowledge of established precedent and procedures.

Responsibilities include all those of a Fuel Wash Technician and the following:

- Operate and maintain IEM Cell and MASF equipment, as directed, (excluding handling fuel), following established procedures.
- Radiological waste handling and packaging.
- Perform complex or specialized test procedures including plant system setup, test performance and data evaluation in accordance with engineering requirements.
- Assist Senior Technicians with process reactor components in support of current IEM Cell and MASF missions.
- Perform decontamination activities to support routine and emergency operations in the IEM Cell, and MASF.
- Assist in evaluating new processes to determine processing time, techniques, and equipment necessary for task completion.
- Perform other related duties as required.

EDS Fuel Wash Technician

Perform routine manipulator, decontamination, and fuel wash functions in accordance with established precedent and procedures within a defined scope of responsibility.

Functions in this position may include, but not be limited to the following:

- Assist in operating IEM Cell and MASF equipment in accordance with established procedure.
- Assist in performing routine monitoring and inspection of IEM Cell and MASF systems and equipment.
- Recognize emergency and off-normal events and respond following approved procedures.
- Maintain records and documents in accordance with administrative procedures.
- Assist in the resolution of operating problems in accordance with troubleshooting guidelines.
- Provide support in decontamination evolutions in the IEM Cell and MASF.
- Practice safe work habits to minimize injury and lost time.
- Study and train to achieve certification as Fuel Wash Technician.
- Perform other related duties as required.
- Radiological waste handling and packaging.