

**COMPANY PROPOSAL**  
**BEST, LAST AND FINAL OFFER**  
**JUNE 27, 2013**

**2012 ~~2009~~ LABOR AGREEMENT**

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**BETWEEN**  
**WASHINGTON CLOSURE HANFORD LLC**  
**(WCH),**  
**~~EBERLINE SERVICES HANFORD, INC.~~**  
**(~~ESHI~~)**  
**AND**  
**HANFORD ATOMIC METAL TRADES**  
**COUNCIL (HAMTC), AFL-CIO**

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**APPENDIX A AGREEMENTS**

**GROUP NUMBER**

**SENIORITY GROUP**

001 Storekeepers  
 004 Nuclear Process Operators  
 Nuclear Operators  
 Operator Trainees

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003	D&D Workers	10	Formatted: Font: 10 pt
005	Stationery Operating Engineers	10	Formatted: Font: 10 pt
	Certified "N" Power Operators		
	"N" Chief Control Power Operators		
	"N" Chief Operator Power		
	"N" Power Operator Journeyman		
	"N" Power Operator Trainees		
008	Auto Mechanics	10	Formatted: Font: 10 pt
	Auto Mechanic Apprentices		
	Auto Machinist Journeymen		
08B	Auto Parts Handlers	10	Formatted: Font: 10 pt
009	Heavy Duty Mechanics	10	Formatted: Font: 10 pt
009A	Heavy Equipment Parts Handler	10	Formatted: Font: 10 pt
011	Sheetmetal Workers	10	Formatted: Font: 10 pt
	Sheetmetal Apprentices		Formatted: Font: 10 pt
013	Crane Operator	10	Formatted: Font: 10 pt
013A	Oilers	10	Formatted: Font: 10 pt
013B	Heavy Equipment Operators	10	Formatted: Font: 10 pt
014	Heavy Truck Drivers	11	Formatted: Font: 10 pt
	Lube and Tiremen		Formatted: Font: 10 pt
	Servicemen		
015	Carpenters	11	Formatted: Font: 10 pt
016	Janitors	11	Formatted: Font: 10 pt
	Floor Servicemen		
018	Laboratory Instrument Specialists	11	Formatted: Font: 10 pt
	Instrument Apprentices		
022	Electricians	11	Formatted: Font: 10 pt
	Electrician Apprentices		
023	Millwrights	11	Formatted: Font: 10 pt
	Millwright Apprentices		
024	Plumber Steamfitters	11	Formatted: Font: 10 pt
	Plumber Steamfitter Apprentices		
025	Painter/Carpet Installers	12	Formatted: Font: 10 pt
	Painters		
032	Master Process Crane Operators	12	Formatted: Font: 10 pt
	Crane Operators (Process)		
033	Boilermakers	12	Formatted: Font: 10 pt
	Boilermaker Apprentices		
034	Glazier/Glassworker Specialists	12	Formatted: Font: 10 pt
	Glazier/Glassworker Journeymen		
035	Ironworker/Riggers	12	Formatted: Font: 10 pt
037	Insulators	12	Formatted: Font: 10 pt
	Insulator Apprentices		
038	Sign Painters	12	Formatted: Font: 10 pt
040	Welders	12	Formatted: Font: 10 pt
049	Machinists	12	Formatted: Font: 10 pt
	R&D Machinists		
	Machinist Journeymen		
	Machinist Apprentices		
052	Reactor Operators	13	Formatted: Font: 10 pt
	Chief Reactor Fuels Operators		
	Reactor Fuels Operator Journeymen		
	Reactor Fuels Operator Trainees		
	"N" Nuclear Reactor Control Operators Certified		
	"N" Nuclear Reactor Process Operators		
054A	Radiological Control Technicians	13	Formatted: Font: 10 pt

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062  
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Senior Radiological Control Technicians  
Material Coordinators  
Industrial Hygiene Technicians  
Instrument Specialists  
Senior Reproduction Leaders  
Reproduction I's  
Reproduction Operation Leaders  
Reproduction Operators  
Copy Camera Operators  
Stock Attendants - Bindery Operation

APPENDIX A AGREEMENT - IAFF, LOCAL 1-24  
APPENDIX A AGREEMENT - IBEW, Local 77  
APPENDIX A AGREEMENT - Machinists, Local 1951  
APPENDIX A AGREEMENT - PACE, Local 8-369  
APPENDIX A AGREEMENT - Operating Engineers, Local 280  
APPENDIX A AGREEMENT - Employees Promoted from the Bargaining Unit

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**WASHINGTON CLOSURE HANFORD LLC,  
~~EBERLINE SERVICES HANFORD, INC~~  
AND HANFORD ATOMIC METAL TRADES  
COUNCIL, AFL-CIO**

This Agreement is made this ~~April 6, 2009~~ \_\_\_\_\_ between Washington Closure Hanford LLC (WCH) and ~~Eberline Services Hanford, Inc. (ESHI)~~ (hereafter referred to as the Employer or the Company) or their successors, and the Hanford Atomic Metal Trades Council, AFL-CIO (HAMTC) (hereafter referred to as the Council or the Union).

Washington Closure Hanford LLC (WCH) and ~~Eberline Services Hanford, Inc. (ESHI)~~ team members and their successors will adhere to this Collective Bargaining Agreement for work under the River Corridor Closure Contract.

**PREAMBLE**

Remediation and restoration of the Hanford site is a complex and challenging undertaking requiring the highest standards of performance and safety.

~~The parties are committed to mutually developing innovative, flexible, and responsive labor management practices, which promote cost effectiveness and appreciation for stakeholder interests.~~

The parties also recognize that 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 is essential to the successful completion of the work covered by this Agreement.

**ARTICLE I**  
**UNION RECOGNITION**

The Employer, in the operations of all its Hanford contracts, agrees to recognize the Hanford Atomic Metal Trades Council 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.

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.

**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, including (but not limited to) the right to determine the methods and means by which its operations are to be carried on, to direct the work force and to conduct its operations in a safe and effective manner, and the right to discipline or discharge employees for 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 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 Manager - Labor Relations, not later than five (5) days prior to a request that the Employer take final action on a delinquency.

2. Dues Deductions

The Employer shall deduct union membership dues (including initiation fee, if any) from the wages of 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.

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.

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 signatory hereto 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 Plant 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 shall be established or changed by mutual agreement between the Council and Employer. HAMTC will provide the Employer an official listing of Stewards for all affiliates on a quarterly basis.

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

Stewards will not be permanently transferred involuntarily within a classification unless the progress of the work requires it. Every reasonable effort will be made to assign Chief Stewards (generally one from each craft affiliated with the council with such exceptions in particular cases as may be mutually agreed upon) to straight-day work. It is recognized, however, that the progress of the work may not always make this possible.

#### **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 on 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," "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 leaves 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.

#### **ARTICLE VI HEALTH AND SAFETY**

The Employer will provide safety inspection, 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.

The Employer will set up a safety committee for the Hanford Plant 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. In addition, the Company shall continue to fund the current full time safety representative positions, agrees to fund

~~a minimum of two (2) full-time safety representatives from the Union to aid both parties in addressing and enhancing the safety performance of the site. The parties recognize that there may be changes in workscope and completion of specific projects consistent with workscope covered under the Company's contract with the U.S. Department of Energy which will affect these positions. At that time the parties will meet to discuss the impacts and disposition of these positions.~~ The individuals appointed will be agreed upon by both the Union and the Company and replacements may be appointed at the request of either party.

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The Company and/or employees have the right to nominate individuals for cash safety incentive payments and/or innovation incentive payments. All such nominations will be forwarded to the individual Project Directors for approval.

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.

When an employee is involved in an industrial accident, ~~which may include~~ that combines both personal injury and radioactive ~~and/or chemical exposure~~ contamination, the employee's pay is continued up to the time of his release from ~~any location the 300 or other Area locations~~ in which the employee undergoes prescribed decontamination/~~medical~~ procedures. If the employee is released from his area prior to the end of his regular shift, he is continued in a pay status until the end of such regular shift, unless overtime premiums are involved. When in such situations the employee is directed to report to the site occupational medical provider facilities ~~in Richland~~, or to ~~a~~ Kadlec Hospital, 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 one day's 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.

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:

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	WCH Manager <sup>(d)</sup> & RCM <sup>(b)</sup>
1,000	22,500	6,750	22,500	WCH Manager <sup>(d)</sup> , RCM & SH&Q Director
1,500	30,000	9,000	30,000	WCH Manager <sup>(d)</sup> , RCM, SH&Q Director & WCH President
2,000				DOE Site Manager <sup>(c)</sup>
Age x 1,000 = Lifetime total effective dose equivalent (TEDE)			SH&Q Director & RCM	
<p>(a) Approvals are sequential</p> <p>(b) RCM = Radiological Control Manager.</p> <p>(c) The approval level for DOE Site Manager is shown here for completeness; however, it is not included on the Authorization to Increase Administrative Control Levels form because it exceeds the scope of the procedure.</p> <p>(d) E.g., Area Manager, Field Remediation Manger, ERDF Operations Manager, Functional Manager.</p>				

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 and interests of the affected employees, efficiency, and productivity.

#### 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 the employer will not require an employee to wear such respiratory protection. The employer will not require an employee to continuously wear any type of 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 during which the employer will not require an employee to wear such respiratory protection.

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

**ARTICLE VII**  
**HOURS OF WORK AND SHIFTS**

1. The standard workday shall consist of eight (8) hours of work between 6:00 a.m. and 6:00 p.m. with one-half hour as an unpaid lunch period. The standard work week shall be five (5) consecutive workdays commencing on Monday and ending on Friday.

An employee will be given a forty-eight (48) hour notice of any change of schedule to include:

- A. Shift Assignment
- B. Scheduled start time

Failure to receive the forty-eight (48) hours notice will entitle the employee to payment at the applicable overtime rate for all hours worked on the new shift/schedule during said forty-eight (48) hours. Employees will not receive more than one notice of shift change in any forty-eight (48) hour period.

2. Standard Hours of Work

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

Where multiple standard shifts are utilized, they shall consist of:

Days	7:30 a.m. to 4:00 p.m.
Swing	3:30 p.m. to 12:00 a.m.
Graveyard	11:30 p.m. to 8:00 a.m.

- B. A 4/10 shift schedule, if utilized, will be established as follows: The first 4/10 shift shall start between the hours of 6:00 a.m. and 8:00 a.m., and the second 4/10 shift shall start between the hours of 4:30 ~~4:00~~-p.m. and 6:30-~~6:00~~-p.m. Both shifts will include a one-half (1/2) hour of unpaid lunch period per shift. Forty (40) hours per week shall constitute a week's work Monday through Thursday. 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 Employer will notify the Union at least five (5) working days before commencement of a 4/10 shift schedule.
- C. A 8/9-shift schedule, if utilized, will be established as follows: The 8/9-shift shall start between the hours of 6:00 a.m. and 8:00 a.m. and will include a one-half (1/2) hour of unpaid lunch period per shift. The schedule will consist of eighty (80) hours straight time in a two-week period. The first standard week will consist of nine (9) hours per day Monday through Thursday and the first four hours on 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 8/9 standard work period will be "off" Friday and a day of rest.
- D. Employees assigned to the second shift or third shift will receive a shift differential of seventy-five (75) cents per hour while working such shift.
- Shifts shall be established for a minimum of five (5) consecutive work days for a regular shift and four (4) consecutive work days for 4/10 shift.
- E. 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 Employer. Temporary shift assignments will be an Appendix A subject.

- F. Employees shall be paid for time actually worked computed to the nearest one-tenth (1/10) hour.
- G. 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.
- H. 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.

**ARTICLE VIII**  
**OVERTIME AND PREMIUM RATES**

1. Work day

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

2. Work week

For purposes of determining overtime hours worked, an employee's 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.

3. Overtime will be paid as follows:

A. Work in excess of eight (8) hours in an employee's work day except on 4/10 shift work.

Time-and-one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours in a single work day, unless the employee's regularly scheduled shift exceeds eight (8) hours.

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

- (1) Double time will be paid for all hours worked in excess of twelve (12) hours in a single work day.
- (2) Double time will be paid an employee for work performed beyond the end of his work day, 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 last assignment in that work day.
- (3) Double time will be paid an employee for work performed beyond the end of his work day 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 work day.

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 work week. Double time shall be paid for work beyond twelve (12) hours.

D. Work During Second Scheduled Day of Rest

Double time will be paid for hours worked on the employee's second scheduled day of rest within his regular work week, except on a 4/10 schedule, where the first ten (10) hours of work will be paid at time and one-half (1-1/2X) and work beyond ten (10) hours shall be paid at double time.

E. Work during the Third Scheduled Day of Rest - 4/10 Schedule

Double time will be paid for hours worked on the employee's third 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) hours in a single workday.

(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 for 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. Call-in Pay

A. Call-in time differs from scheduled overtime in that the employee does not receive at least sixteen (16) ~~ten (10)~~ 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 reports to his work location and ends when he leaves his work location after the completion of the overtime assignment. If transportation has been arranged for by the Employer, call-in time shall begin when the employee reports to the point of pickup and ends when they have returned to the point of pickup, 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 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 schedules for transporting employees to and from Richland.~~
- C. Under no circumstance will an employee receive payment from the Employer while utilizing a privately-owned vehicle during a call-in period.
- 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).
- F. Employees who are called in 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.

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#### 6. 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 as much notice as possible but not less than two (2) hours prior to the end of their scheduled work shift sixteen (16) ten (10) 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 ~~released by management~~. If transportation arranged for by the Employer is required and is not immediately available, the scheduled overtime will continue until he is picked up.
- D. 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.
- E. Employees who work scheduled overtime after completing their regular schedule shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- F. ~~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.~~

7. 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 ~~released by management~~. If transportation is required and is not immediately available, the hold-over time will continue until he is picked up.

8. 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.

9. Cancelled Overtime Pay

Employees who are given firm notice to report for call-in or scheduled overtime shall receive an amount equivalent to the two (2) hours pay at their straight-time rate if such notice is cancelled 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. Counting Overtime Hours

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

11. 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 (1-1/2 X).
- B. For work outside his regular schedule, double time (2 X).
- C. In addition, the employee may elect to draw pay from his PTO account for the number of hours that are in his regular schedule, i.e., 8, 9, or 10 hours.

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

**ARTICLE IX**  
**PAID TIME OFF**

1. Policy

Paid Time Off (PTO) 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. PTO Pay: Hours taken as time off will be paid at the employee's base salary rate.
- C. Composition of PTO:

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

S/E - 56 hours

3. Benefit Accrual

A. Paid Time Off is accrued as follows:

- (1) An employee earns 4.15 hours per week (216 hours per year) during the first five (5) years of continuous service.
- (2) An employee earns 4.92 hours per week (256 hours per year) beginning on the sixth (6) through tenth (10) year of continuous service.
- (3) An employee earns 5.69 hours per week (296 hours per year) beginning on the eleventh (11) through twentieth (20) year of continuous service.
- (4) An employee earns 6.46 hours per week (336 hours per year) beginning on the twenty-first (21) year of continuous service and each year thereafter.

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

- (1) Days worked.
- (2) Days taken as PTO.
- (3) When an employee takes time off without pay, but for no more than ~~ten (10) consecutive working days~~ eighty (80) consecutive work hours on a 4x10 shift and ten (10) consecutive working days on an 8x9 or 5x8 shift.

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- C. PTO 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, the date of entry into his seniority group with no break in continuous service, the date of hire as a temporary employee determines the employee's PTO accrual rate and shall be retroactive to that date.

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

4. Facility Closure Days (Holidays)

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

The nine (9) facility closure days are:

- New Year's Day
- Washington's Birthday\*
- Memorial Day\*
- July 4<sup>th</sup>
- 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 PTO account.

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

When two 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 preceding 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 (8/9) 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 Paid Time Off (PTO) at the option of the employee.

- (b) At the employee's option, eight (8) hours taken from the PTO 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 employee's scheduled Friday workday, eight (8) hours of PTO may be taken.

C. For the WCH 4/10 schedule, the following applies:

- (1) When an FCD falls on Friday or Saturday, it shall be observed on the last regularly scheduled workday.
- (2) When an FCD falls on Sunday, it shall be observed on the next succeeding regularly scheduled workday.
- (3) When two FCD's fall on Friday and Saturday, they shall be observed on the two preceding regularly scheduled workdays.
- (4) When two FCD's fall on Saturday and Sunday, the first will be observed on preceding workday and the second will be observed on the next succeeding workday.

5. Disability (Short-Term) TBD

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 percent (65%) of the employee's base pay rate which is in effect on the date the disability begins. STD payments begin on the eighth (8<sup>th</sup>) calendar day of disability and can continue through the 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 Short Term Disability 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.~~

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

6. PTO Policy Guidelines

A. Normally, PTO 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 multiple days, single day or less than single day PTO 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 PTO 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 PTO periods as outlined below.

(1) At the start of the calendar year the PTO 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 PTO schedule will again be circulated, in seniority order, to reserve no more than three (3) PTO periods of less than one (1) week.

(3) After the second circulation, employees may schedule their remaining PTO 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 PTO and the three (3) PTO periods detailed in D (1) and D (2) must be completed by March 1st.

F. If an individual wishes to change his scheduled PTO period, the normal procedure will be to wait until all other personnel have chosen their periods and then reschedule. However, in case of undue hardship, the employee should state the facts in writing to his supervisor and consideration will be given to working out an alternate solution.

G. For employees that work shifts, the one (1) week or more of PTO 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 PTO as split PTO days. Such exceptions will be considered only in cases of undue hardship.

7. The employer may require that PTO for illness or accidents be supported by proper medical evidence.

8. Return to Work after Paid Time Off Dues to Illness or Injury

- A. An employee whose illness or injury requires hospitalization, or lasts five (5) consecutive calendar days, cannot return to work without a work clearance from the site occupational medical provider.

9. Paid Time Off Upon Termination

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

10. Paid Time Off 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. PTO hours are not earned during the leave period. Hours will begin accruing on the day the employee returns to work full time.
- C. PTO hours may be used to supplement short-term disability benefits up to one-hundred percent (100%) of the full pay rate.
- D. The effective date of a leave will not be extended through the use of accrued PTO hours.

11. Paid Time Off Cash Out

During periods of continuous service, eligible employees may request partial cash out of accrued PTO 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 a cash out of accumulated PTO; however, a reserve of at least one hundred-twenty (120) hours must remain in the PTO account
- C. An employee may cash out to a maximum of 120 hours per calendar year

12. 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**  
**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 normally meet monthly or as mutually agreed. They shall bring up any practice which, in their opinion might lead to misunderstandings or disputes between the signatory parties, or discuss items of interest related to the Project and consistent with this agreement.

2. The WCH Manager of Labor Relations or his delegate and the President of the HAMTC or his delegate 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.
3. The Joint Labor Management Committee shall not have the authority to modify, alter, amend or interpret the provisions of this agreement.

**ARTICLE XI**  
**WORKERS' COMPENSATION**

1. All Workers' Compensation claims filed that are currently receiving time loss payments prior to the ratification of this agreement shall be administered in accordance with Article XI of the 2006 2009 WCH/HAMTC Collective Bargaining Agreement
2. The following shall be applicable to all Workers' Compensation claims 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 F).

The process for the DEB will be for WCH 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 FH MSA, CHPRC, ATL, PHFI or WRPS will continue to accumulate and retain accrued seniority upon being assigned to WCH/ESH.
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. ~~Effective October 1, 2012 through the completion of the Scheduled Performance Incentive Fee Period (as determined by DOE), HAMTC represented employees working for other employers as stated in 1. of this Article, will not be able to displace employees working for WCH/ESH.~~

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 ~~(subject to the time limitation as stated in 3. of this article.)~~ 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 transfer to another classification in a different seniority group may file their request in the Employment Office of the Employer and, as openings occur, they will be given consideration on the basis of their continuous service for transfer in the selected classification. Applicants for such transfers must have satisfactory qualifications. The seniority of an employee so transferred will continue in his former seniority group for a period of twelve (12) weeks, exclusive of any time he might be off the active payroll, unless he was transferred due to a force reduction in his former classification, in which case the provisions of Section fourteen (14) of this Article will apply. During the twelve (12) week period, the transferred 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 transferred to a different seniority group, and remains in the new classification for more than twelve (12) weeks, his seniority in the new seniority group shall be the date of transfer. Employees, except for those affected by a reduction of force, will not be considered for such transfer more than once in a twelve (12) month period.

8. 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 Employee 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) months' 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.

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.
12. If the employee does not report or give satisfactory explanation within two (2) weeks, seniority will be extinguished.
13.
  - 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 absences due to reduction of force.
  - B. Seniority shall accumulate for periods not exceeding eighteen (18) months for absences due to:
    - (1) Illness or
    - (2) Leave of Absence.
  - C. At the expiration of the applicable period, seniority shall be extinguished. Individuals subsequently re-employed shall have no starting seniority.
14. Employees who have accepted a different job following their removal from their former classification due to a force reduction shall accumulate seniority in their former craft or classification for a period not to exceed eighteen (18) months for 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.
15. Employees who return from leaves 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 Sections 13 (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 ~~FH~~ MSA, CHPRC, ATL, ~~PHH~~ WRPS or their successors, will continue to accrue and retain service credits upon being assigned to WCH/ESH.

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.

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 for more than two (2) consecutive weeks without satisfactory explanation.
- C. Is absent from work because of personal illness or accident and fails to keep his supervisor notified monthly stating the probable date of his return to work. 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 employees will be notified as to his service credits and continuity of service if any. If the Employer re-employs an employee who has 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 employees 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 absence exceeds 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 the absence is longer than two (2) weeks no service credits will be allowed for any part of such absence.
- C. 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 service credits are restored) for any time prior to the date of such re-employment.
- D. 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**

This Agreement, the Hanford Multi-Company Pension and Insurance Plans, and the WCH Enhanced Defined Contribution (401k) Plan, are in full settlement of all issues covered in the collective bargaining negotiations between the parties preceding the execution of this Agreement.

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.

Incumbent Employees for the purposes of this clause are employees who are:

- employed with a Hanford contractor that is a sponsor to the Hanford site pension and savings plans and who transitioned to WCH/ESH employment prior to January 31, 2006, or

- employed under this Contract as a result of a reduction in force, including recall, or "LAMPs" from another participating contractor to the site-wide seniority provisions of a WCH/ESH/HAMTC negotiated collective bargaining agreement, or
- employed under this Contract as a result of a DOE directed transfer of function.

Except for the specific cases described in this section, employees will be considered non-incumbent employees for the purposes of this agreement.

**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 Manager, Human Resources, 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 extensions 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.
5. Employees on approved leave of absence 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 reemployment of employees who enter the Armed Forces of the United States.

**Military Pay Differential**

7. It is the policy of the Employer to recognize employee obligations to perform temporary or short-term military duty such as summer training for reservists. To the extent practicable and consistent with an orderly prosecution of the work, employees will be granted absences from work to fulfill such military obligations and will receive allowance as provided herein below.
8. Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to thirteen (13) working days during which he is absent in a calendar year. There will be no deduction of service credits or seniority for these absences. Such military pay differential shall be the amount by which the employee's normal salary, calculated on the basis of work week up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from the Federal or State Government. Such items as subsistence rental and travel allowance shall not be included in determining pay received from the Government.

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

**ARTICLE XVI**  
**WORK CONTRACTED OUTSIDE**

1. The Employer intends to maintain a work force consistent with scheduled requirements, and under those conditions, to make every effort to provide regular employment for its bargaining unit employees before work is contracted out. 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. The parties will discuss all work 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. 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, additional time for HAMTC to develop alternatives may be granted upon request to the Employer. The final decision regarding work contracted out will remain with the Employer. In this regard, the Employer pledges to administer this Article in good faith and in the spirit of cooperation with HAMTC. The Employer shall provide HAMTC a copy of the completed turn down check sheet.

Criteria for turndown requests are as follows:

- Lack of available Plant Force – manpower or temporary HAMTC manpower cannot be obtained.
- Lack of expertise, necessary skills, or qualified crafts to perform the identified work scope.
- Lack of adequate equipment or facilities to complete the assigned work scope.
- Specialized equipment, processes or techniques not available that are required to perform the work.
- More efficient technologies are available.

Any revisions to the scope of work and/or justification for the turndown shall be reviewed with HAMTC. The Union will then be given three (3) working days to propose additional alternatives before further action is taken.

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 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 3 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:

STEP 1

Any employee or group of employees having a grievance shall take the matter up with the appropriate Steward, Chief Steward or Project Chief Steward of the craft involved, who shall attempt to adjust the matter consistent with the terms of this Agreement with Supervision.

STEP 2

If not settled satisfactorily in Step 1, the grievance will be reduced to writing and shall be given to the appropriate Union Steward, Chief Steward, or Project Chief Steward of the craft involved, who shall file it directly with the Employer, who shall supply the Council with a copy. Within ten (10) days a meeting shall occur with the Labor Relations Manager or his designee, the aggrieved employee(s), and the appropriate steward to address the matter.

The Labor Relations Manager will give a reply in writing within two (2) working days after such meeting. Copies of grievance answers at Step 2 will be provided to the Council and the appropriate Chief Steward in a timely manner by Labor Relations.

STEP 3

If not satisfactorily settled at Step 2, 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 three (3) days before the meeting. The Employer shall give its answer to the Council and the appropriate Chief Steward within ten (10) days after completion of discussions of any grievance.

A portion of time during Step 3 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 affecting multiple affiliates may be presented at Step 3 by either the Council or Employer representatives. In either case, three (3) 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. A grievance that has been processed at Step 2 shall be considered settled without prejudice if the grievance is not scheduled at Step 3.
6. All time limits noted in this Article are exclusive of Fridays, Saturdays, Sundays, and holidays 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.

**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 3 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.
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 holidays and 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. 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.
7. No arbitrator shall have the authority to review, revoke, modify or enter any award with respect to:
  - 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 under the terms of the Prime Contract with DOE.~~

**ARTICLE XIX**  
**WAGE RATES**

1. Appendix A, attached hereto, contains wage scales, seniority groups, job classifications in the various seniority groups and lines of progression for each classification group as mutually agreed upon by 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 Employer will endeavor to pay all wages earned during a workweek on the last regularly scheduled workday of the following workweek.
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 ~~TBD~~

A. ~~Effective Monday, April 6, 2009, the first pay period beginning thirty (30) days from ratification of this contract, a general wage increase of three point five percent (3.5%) (one point five percent (1.5%)) will be added to each employee's paid wage rate in effect on April 5, 2009, April 2, 2011 and new progression schedules, job classifications and wage scales excluding shift differential or overtime premiums.~~

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B. ~~Effective Saturday, April 3, 2010, the first Monday of the second year of this contract, a general wage increase of four point zero percent (4.0%) one point five percent (1.5%) will be added to each employee's paid wage rate in effect on April 2, 2010 and new progression schedules, job classifications and wage scales excluding shift differential or overtime premiums.~~

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C. ~~Effective Saturday, April 2, 2011, the first Monday of the third year of this contract, a general wage increase of four point zero percent (4.0%) two percent (2%) will be added to each employee's paid wage rate in effect on April 1, 2011 and new progression schedules, job classifications and wage scales excluding shift differential or overtime premiums.~~

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D. (1) In addition to the general wage increases resulting from (A, B, C, and D) made 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 to February of each year of this agreement in accordance with the following formula.

After an increase in the Index of four percent (4%) during the measurement period, seventy-five percent (75%) of the percent rise in the Index thereafter, up to but not exceeding ten percent (10%) 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 percent (4.5%) {seventy-five percent (75%) of six percent (6%)}.

(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.

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.

**ARTICLE XX**  
**BENEFITS**

The following benefit plans and their general administrative rules which were negotiated between FHMSA and HAMTC are accepted in total and are listed in an Insurance, Pension and Savings Agreement that has been agreed to by the Parties and is included in this Agreement (Attachment A and A-1).

- 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. Benefit Contributions

The employee health, vision, and dental care contributions for calendar years ~~2010-2012~~ 2014-2016 are contained in Attachment A-1 of this Agreement

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

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

Washington Closure Hanford (WCH) has no objection to the Fluor Hanford (FH) Mission Support Alliance (MSA) is in agreement to have one (1) HAMTC representative participate as a non-voting participant in the HEWT covering medical plans and one HAMTC representative participate as a non-voting participant in the Pension/Savings Committee.

4. Health Care Savings Initiative

WCH is in agreement that FH MSA and HAMTC will create a with the Health Care Savings 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 significant health care savings. HAMTC will have three (3) representatives on the committee. The goal of the committee is to develop/evaluate health care 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 savings are identified, such items shall be implemented based upon mutual agreement of WCH and HAMTC.

This committee will explore current medical/dental utilization rates with the goal of identifying areas where cost savings could potentially be recognized through increased communication of plan design/features. If an area is identified, the Committee will decide the appropriate medium and timing for communicating the health/dental information to Plan participants.

5. Savings Plan

Employees will be allowed to increase their pre-tax contributions beginning in 2002 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 five (65%) percent 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 (8<sup>th</sup>) calendar day of disability and can continue through the one hundred eightieth (180<sup>th</sup>) day of disability.

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

B. Employees who are on the active rolls on January 1, 1998 will be eligible for 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 1998 as follows:

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

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The current provision for the use of PTO/PTB during the first seven (7) calendar days continues.

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- If an employee is disabled from the eighth (8) calendar day through the thirty-fifth (35) 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 (36) day through the one-hundred-eightieth (180) 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.

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

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

~~For the years 2010 to 2012 TBD, the Maximum Employee Monthly Contributions are based on a projected 12% TBD increase in the premiums for the health plans. In the event that the premium increase is less than 12% TBD, the Employee Contributions will be based on the percentage specified for each plan. In event that the premium increase is greater than 12% TBD, the Employee Contributions will be based on the Maximum Employee Monthly Contribution rate specified in Attachment A-1.~~

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#### 7. 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 (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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8. Hanford Site Pension Plan (Effective 1/1/14)  
Accrued pension benefits earned prior to January 1, 2014 will not change.

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The pension multiplier will change from the current 1.6% to 1.2% using the same Final Average Pay formula (pension multiplier x High 5 (average highest 60 months of the latest 120 months of base earnings) x years of benefit service).

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Eligible employees who are at least age 50 with 15 years of vesting service on December 31, 2013 will be considered a Grandfathered Participant. Grandfathered and Non-Grandfathered participants will accrue two separate benefits which will be combined and payable at retirement/termination.

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Grandfathered Participants

Pre January 1, 2014:  
1.6% x High 5 (including compensation earned after December 31, 2013) x years of benefit service as of December 31, 2013.

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Post January 1, 2014:  
1.2% x High 5 x years of benefit service commencing January 1, 2014.

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Non-Grandfathered Participants

Pre January 1, 2014  
1.6% x High 5 (as of December 31, 2013) x years of benefit service at December 31, 2013.

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Added to:

Post January 1, 2014:  
1.2% x High 5 x years of benefit service commencing January 1, 2014.

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The normal form of payment for benefits earned will change from a 10-year Certain and Life Annuity payment form to a Single Life Annuity payment form.

The maximum compensation included in base pay will change from the IRS limit (\$255,000, year 2013) to \$75,000 less than the IRS limit, determined annually, for future benefit accruals. These limited will be communicated annually upon determination.

Participants in an approved Long-Term Disability status or who become approved for Long-Term Disability on or after January 1, 2014 will no longer receive additional years of pension benefit service credit during their period of disability.

**ARTICLE XXI  
APPRENTICES AND TRAINEES**

The parties agree to maximize use of Apprentices and Trainees whenever practicable. If the Employer participates in an apprenticeship or training program, the Employer will negotiate with the affiliate over participation and funding for program involvement.

It is the intent of the Employer to provide certification training to all work classifications as required by mandate or directives, and maintain existing programs. The training will be conducted by the Employer, or others as appropriate.

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 Washington Closure Hanford Joint Apprenticeship Training Council (WCH-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 WCH-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-10-day variations in these ratios, which may occur.

#### **ARTICLE XXII** **SEPARATION PAY ALLOWANCE AND SEVERANCE PAY PLAN**

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. Therefore all incumbent Union employees will retain the Separation Pay Allowance as outlined in Sections 1 - 5 of this Article. Non-incumbent employees will be included to rights in the new Severance Pay Plan as outlined in Sections 4-10 of this Article.
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.  
  
The maximum amount of separation pay under this formula is twenty (20) weeks.
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.
4. An eligible incumbent or non-incumbent 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 C (1) above, he will agree at the time of layoff that if he is offered reemployment in his former job classification, ~~or exercises his recall rights to a job classification in his seniority group~~ 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 (B) (1). 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 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 (C) (1) above, he will agree at the time of layoff that if he is offered re-employment in his former job classification ~~or another job classification in his seniority group~~ 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 (C) (1). 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 ~~or another job classification in his seniority group~~ 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 for incumbent employees up to a maximum of twenty (20) week's total separation pay credits which includes credit for the one (1) year minimum service period and for non-incumbent employees as set forth in (8) below.

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 of benefits already provided hereunder to an employee 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 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.

6. The Severance Pay Plan. This plan is designed to help overcome financial hardships that may result with a loss of income due to involuntary reduction of force and applies to non-incumbent employees hired by the Company after the effective date of this contract.

7. Eligibility. Regular full time and regular part-time employees are eligible if all the following are true:

- a. The employee is eligible to participate in benefit plans sponsored by WCH.
- b. The employee has at least 5 years of service (see 8 below)
- c. The employee is involuntarily terminated by WCH due to reduction in work force or completion of assignment

Employees are not entitled to severance pay if they are offered employment in a comparable position or wage rate within the Company, or by any buyer of or successor to the Company. Employees who voluntarily terminate employment, even if in anticipation of a reduction in force or completion of assignment, will not receive severance payments under this Plan.

8. Benefits. Severance pay is paid in addition to the notice pay policy. Severance pay is calculated using a 40 hour week for all full-time employees, regardless of how many hours the employee regularly actually works. It is paid at the regular base hourly rate applicable to the employee at the time of the termination date. No overtime pay, allowances, bonuses or other forms of compensation will be included in determining the employee's base hourly rate for the severance calculation.

Years of Service	Severance Pay
5 years	One (1) week
6 years	Two (2) weeks
7 years	Three (3) weeks
8 years	Four (4) weeks
9 years	Five (5) weeks

10 years	Six (6) weeks
11 years	Seven (7) weeks
12 years	Eight (8) weeks
13 years	Nine (9) weeks
14 years and beyond	Ten (10) weeks

9. Years of Service. To determine benefits under this Plan, a Year of Service is a year as defined under the Enhanced Defined Contribution 401K Plan. Partial years are credited on a quarterly basis. If an employee had a break in service of any length and was rehired, service prior to the most recent rehire is not recognized by the Severance Pay Plan.
10. Payments. Benefits are paid as a lump sum cash payment and are subject to withholding, garnishments, and other deductions. Payments are made as soon as practical after the employee's termination date.

**ARTICLE XXIII  
NO STRIKE CLAUSE**

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.

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.

WCH/ESH 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 by a bonafide labor organization.

**ARTICLE XXIV  
LABOR ASSETS MANAGEMENT PROGRAM (LAMP)**

1. The transfer of HAMTC represented employees to and/or from WCH/ESH, FH MSA, CHPRC, WRPS, ATL, PHFL, or their successors, will occur in accordance with this Article.
2. Employees may be reassigned from one supervisory work group to another within a 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 work group will be assigned.

**FILLING ASSIGNMENT VACANCIES AND JOB OPENINGS**

1. Vacancies are filled under the following conditions:
  - A. 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) calendar day window of opportunity for employees in the effected seniority group to submit a Reassignment Request Form (RRF) to their Company's Labor Assets Coordinator. The most senior employee, submitting an RRF, 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. Employees may be permitted to be reassigned in a shorter period of time if both the Union and Company agree.

- B. Staff the backfill (one only) with the most senior employee's RRF within the WCH/ESH, FH MSA, CHPRC, WRPS, PPHI-ATL, or their successors.
- C. Employees will be selected according to the rules of seniority. Exceptions may occur for reasons such as health and safety of the employees, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, and circumstances of individual hardship to the employee.
- D. 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 WCH Manager of Labor Relations or his designee, who will also provide written justification for the delay to HAMTC.

2. If there is a Declaration of Excess:

- A. Excess of position with no opening in excess classification:
  - (1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected classification.
  - (2) The employee identified in (1) above shall bump/displace the least senior employee in the classification across WCH/ESH, FH MSA, CHPRC, PPHI, ATL, or their successors.
- B. Excess of position with other openings in excess classification:
  - (1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected classification.
  - (2) The excess employee and the most senior employee who has put in a bid for a vacancy will be handled as follows.
    - (a) If the excess employee is the most senior the open position is filled.
    - (b) If the employee having submitted an RRF 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.
- C. A copy of the Declaration of Excess will be provided to the Council President.
- D. If the opening has not been filled by an employee's RRF or excess employee, the most senior qualified employee on the recall list will fill the position.
- E. Persons in layoff status, if qualified, will be the first recruitment source for job openings, including entry level, that might develop.
- F. Candidates as referenced in Article XXV, Miscellaneous Conditions, Section 9, Recruitment Sources will be considered.
- G. 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.
- H. After the above provisions have been exhausted, the Employer may hire from the outside.

PROBATIONARY EMPLOYEES

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

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

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

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

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. Lockers and showers will be provided for as required and an adequate time will be given to utilize these facilities. These facilities shall be adequately heated and cooled, and shall not be used for storing supplies, tools, or equipment.
5. Trading Days of Rest in Order to Connect Such Days With Vacation. It is recognized that employees working the day shift have been allowed to "trade" days off with an employee of the same classification and on the same shift in order to (a) extend their vacation by one (1) day, or (b) allow for 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 discretion of the supervisor.

6. Hold Over Transportation. Employees may be held over due to the need for particular skills, or to insure job continuity or for equally good reasons. On such occasions, where the employee held over requires special transportation at the conclusion of the hold-over assignment, it will be arranged for by management.

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 Respiratory Protection. The Employer will not require an employee to continuously wear any type of respiratory protection. 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 two (2) 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. Tight fitting face masks (APR) 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 respiratory protection tight fitting face mask (APR). All other respiratory protection, i.e., Powered Air Purifying Respirators (PAPRs) may be continuously worn by the employee for a duration of time based upon his own ability to safely wear such respiratory protection given the working environment.~~

~~Tight Fitting Face Piece the employer will not require an employee to continuously wear a tight fitting face piece for more than three (3) hours. The employee can work up to a maximum of 3 hours with Project Management (Responsible Manager or greater), APPROVAL BASED ON THEIR EMPLOYEE JOB TASK ANALYSIS (EJTA), MEDICAL CLEARANCE AND TRAINING REQUIREMENTS FOR USE OF SUCH RESPIRATORY PROTECTION, and based upon their own ability to safely wear such respiratory protection given the work environment. The employee will be entitled to a 15 minute rest period with respiratory protection doffed after continuous use up to 3 hours.~~

~~Powered Air Purifying Respirators (PAPRs) and/or atmosphere supplying respirators which utilize a hood without a tight fitting face piece may be continuously worn by the employee for a duration of time BASED ON THEIR EJTA, MEDICAL CLEARANCE AND TRAINING REQUIREMENTS FOR USE OF SUCH RESPIRATORY EQUIPMENT based upon his own ability to safely wear such respiratory protection given the work environment.~~

~~In no event (EXCEPT FOR A SITE-WIDE EMERGENCY) shall an employee be required or volunteer to continuously wear any type of respiratory protection for more than four (4) hours without there being a thirty (30) minute period in which the employee would not wear such respiratory protection.~~

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

9. Recruitment Sources. In attempting to fill job openings with outside hires, the Employer will regard employees who have been permanently (expected to last six (6) or more months) and involuntarily laid off for lack of work from any employer of HAMTC-represented employees as

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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, 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 FH MSA, CHPRC, WRPS, Parsons (PHF), ATL, or their successors to the Employer shall continue to accrue additional separation pay credits up to the same maximum twenty (20) weeks total separation pay credits.

10. Temporary Employees. Temporary employees may be hired for periods not to exceed 720 working hours ~~six (6) calendar months~~. Working hours shall mean any hour on which an employee actually performs 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. 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 (the Project Chief Steward, or his/her designee, 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.

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 pay if employed at the time of the facility closure day and if they meet other facility closure day pay requirements. Other than facility closure days, temporary employees are not eligible to participate in employee benefit and PTO plans. If a temporary employee works on a facility closure day, the hours would count against the 720 hour ~~6-calendar-months~~ limit; if the employee does not work on the facility closure day, they will be paid for the facility closure day but the hours will not count against the 720 hour ~~6-calendar-months~~ limit.

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

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

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

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 be asked to work overtime unless the overtime work has been turned down by the regular full-time employees in the overtime region. 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 lay off status from the Employer or ~~PH MSA~~, CHPRC, WRPS, ~~PHFI~~, ATL, or their successors will be given first consideration for temporary positions. Next consideration will be given to former employees who have retired from the Employer or any employer of HAMTC represented employees and have informed the Employer of their interest in temporary employment.

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. The employee may decline a recall to work for a temporary period of time without forfeiting his recall rights.

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

Temporary employees will not normally be "rolled-over" between 720 hour assignments. Any request for a "roll-over" will be reviewed against the availability of other qualified applicants; applicants; skills required and projected completion of the second assignment. Each request must be mutually agreed to by the Employer and the President of HAMTC.

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

Six (6) months and twelve (12) months 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.

#### 11. Craft Alignment Program.

The Employer recognizes the value of the Council/WCH/ESH Craft Alignment Program and incorporates it herein for those classifications the Employer will employ.

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

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

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

- B. Assignments will be completed using mutual assistance in the performance of work with another classification where the employee has the qualifications and can perform the work safely.
  - C. Job classifications, seniority and seniority rules will be unchanged.
  - D. 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.
  - 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.
  - H. After the 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 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. The full text of Craft Alignment shall be Attachment H.
12. 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.
13. 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 and the respective Stewards the names of employees to be laid off for lack of work at the time the employees are notified. The

Stewards 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 immediately.

- C. The Employer will, twice each month, furnish the Council with the names, addresses (if the addresses are available), and job classification of newly hired or re-hired employees who are covered by this Agreement.
- D. The Employer shall furnish to each employee covered by the Agreement, a copy of said Agreement, and further, shall furnish a copy to each employee hired in the bargaining unit.
- E. The Employer will furnish bulletin boards for use of the Council for posting Council announcements. Data notices, or bulletins which the Council desires to have posted will be routed by the Council through Employer Labor Relations for approval, which will not be unreasonably withheld.
- F. Employees will be shown, and upon request will be provided with a copy of any records which are to be filed in the employee's personnel folder which involve ratings, warning notices, or other records concerning work performance.

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.

- 14. Political Action Contribution. Upon written request of a member of the Hanford Atomic Metal Trades Council 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 Hanford Atomic Metal Trades Council 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.

- 15. Commercial Drivers License (CDL). The Employer agrees to reimburse all fees including travel expenses associated with obtaining a CDL for employees who are currently covered by requirements, including CDL renewal and travel costs.

Employees will be allowed on-the-job study time, however job assignments and performance of the work takes 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 an appropriate amount of time not to exceed four (4) months to obtain a license prior to transferring to the open position. Additional compensation will not be given to employees upon obtaining a CDL.

- 16. Voluntary Reduction of Force. In the event that 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 the practice.

17. 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. The job description for a welder is included in the Appendix A.

18. Leased Labor – Ability to assign/lease employees. In order to provide work for HAMTC represented employees for the longest possible time, the Company will be permitted to assign/lease employees to work within their seniority group to WCH/ESH subcontractors at any tier to perform work on site as provided by the terms of this CBA. Employee seniority and benefits will continue to accrue, employees will continue to stay on the payroll of the Company and receive the wage rate of their seniority group during such assignments, and they shall remain employees of the Company during such periods.

~~Labor Broker Subcontracting. An alternative method which may be exercised by the employer will be to enter into a contract with a separate labor broker subcontractor in order to provide alternative employment for incumbent and displaced employees, such labor subcontractor and its subcontractors will be obligated to offer employment opportunities to these displaced workers and will apply comparable terms and conditions to this Agreement. With respect to incumbent, displaced or newly hired employees, upon a showing of majority interest, the Labor Broker subcontractor will use this Agreement as a model for bargaining.~~

Under this Article, the employer will recommend any subcontractor awarded work covered by HAMTC certifications to obtain their labor needs from the labor broker unless the provisions of Article XVI, Work Contracted Outside is applied.

19. WCH Incentive Program. Employees can help the Company meet its objectives to complete the Project in a timely, safe, and cost efficient manner and in turn meet the employee's objectives of earning the largest incentive payment possible through excellent performance. The incentive program consists of a potential annual performance payment and Schedule Performance Incentive Fee (SPIF) ~~an end-of-contract~~ payment, and is intended for all regular full-time HAMTC bargaining unit employees. The Company's performance with respect to cost, schedule, and safety as determined by DOE, will define how much each employee is awarded, if any. The Company will share with the employees a portion of the earned annual and SPIF ~~end-of-contract~~ fee awards with the employees as defined in the following paragraphs.

Annual Incentive Award. Under the annual incentive award plan, employees may receive annual cash awards. The amount of the award depends upon the Company's Cumulative Cost and Schedule Performance Index (CSPI), as measured and awarded by DOE at the end of each calendar year, provided all essential Project safety and milestone metrics are met as well. Should the Company achieve at least a cumulative CSPI of 1.00, accomplish all DOE required critical Project milestones, and meet all safety metrics, cash awards of at least \$2000 will be paid within 90 calendar days following the end of the calendar year. A CSPI of less than 1.00 will result in no annual incentive award that year. A CSPI of greater than 1.00 will result in a proportional increase in the annual incentive award for the year, with a maximum award potential of \$2720 for attaining a CSPI of 1.24.

The award may also be affected if an individual causes, or is a contributor to, a significant safety and/or environmental issue. The occurrence of a significant safety event or failure to achieve

Project safety metrics may also result in a reduced or no incentive award payment for any given year, at the discretion of the Project Manager.

The cash awards will be distributed to all HAMTC employees on the active payroll as of the end of December 31 of each year. Employees on an approved leave of absence are included in the disbursement, but temporary employees are not eligible.

Pro-rata payments will be provided to employees that do not work the entire year. If an employee is laid off or retires, they will receive a pro-rata payment of the annual incentive payment; as will the estates of deceased employees. Pro-rata payments are determined by the number of months worked in the calendar year divided by 12 months, rounded to the nearest whole month. Employees who voluntarily quit or are terminated for cause, will not be entitled to a pro-rata payment of the annual incentive.

SCHEDULE PERFORMANCE INCENTIVE FEE (SPIF)

WCH will share with employees a portion of fee earned as a result of completing SPIF-defined work on or before December 31, 2014 as depicted in the table below. No SPIF incentive will be awarded to employees for completion that occurs after December 31, 2014.

Payments will be made within two months of release of the associated fee by DOE. Under no circumstance shall an award payment be made outside of the two-month window following receipt of the fees from the DOE. Should any modifications be made to the SPIF - defined workscope or completion dates, WCH and HAMTC shall meet and discuss any impacts.

Employees who have accumulated at least one full year (12 full calendar months) on the project can earn the one-time incentive for completion of SPIF scope. Employees may earn a pro-rated share based on the number of full calendar months employed under the WCH project as a portion of the total number of calendar months required to complete the SPIF scope. Employees and the estate of deceased employees who have terminated employment with the WCH closure contract may be eligible to receive the SPIF award assuming that employee has accumulated one full year of project service and meets other eligibility criteria established by WCH for such actions as a layoff, retirement, leaves of absence. SPIF payment will be forfeited if employee voluntarily terminates, transfers (including LAMP) or is released for cause.

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**SCHEDULE PERFORMANCE INCENTIVE FEE AWARD FOR REPRESENTED  
EMPLOYEES**

Schedule Performance Incentive Fee (SPIF) Schedule	
Completion Date	SPIF
10/31/2013	\$12,000
11/30/2013	\$10,850
12/31/2013	\$9,650
1/31/2014	\$8,500
2/28/2014	\$7,350
3/31/2014	\$6,150
4/30/2014	\$5,000
9/30/2014	\$3,500
12/31/2014	\$2,600

An end-of-contract payment may also be earned for employees who remain to the end of their assignment. The amount of payment is based upon WCH/ESHII meeting the established safety metrics and successful contract completion as determined by DOE, by the following dates:

Project Completion Date	Amount per Employee
TBD	\$ 12,000
TBD	\$ 10,000
TBD	\$ 8,000
TBD	\$ 5,000

Note: The Project Completion Dates will be tied to the dates contained in Section B, Table B.1 of the River Corridor Closure Contract as modified, No. DE-AC06-05RL-14655. A copy of the Table B.1 will be provided to the Union. The correlation between the Project Completion Dates to Amounts per Employee will be established as follows: Attaining one of the first four completion dates shown in Table B.1 under Schedule Performance Incentive Fee will result in payment of incentive award, beginning with the earliest completion date applicable to the highest dollar award amount and continuing in descending order. Should any modifications be made to the End of Contract Incentive Award and/or the Project Completion Dates, WCH and HAMTC shall meet and discuss any impacts.

Pro rata payments will be paid to all regular full-time employees who work on the Project provided the Project is completed by one of the above dates TBD. If an employee is laid off or retires, they will receive a pro rata payment of the end of contract incentive payment, as will the estates of deceased employees. Pro rata payments are determined by the number of months worked on the Project, rounded to the nearest whole month. Employees who voluntarily quit or are terminated for cause will not be entitled to a pro rata payment of the end of contract incentive.

**ARTICLE XXVI  
SAVINGS CLAUSE**

If any provision of this Agreement is found to be invalid by proper authority, such findings 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 XXVII**  
**DURATION**

This Agreement shall become effective April 6, 2009 \_\_\_\_\_ and shall continue in full force and effect through the 31<sup>st</sup> day of March 2012 \_\_\_\_\_. 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 March 31, 2012 \_\_\_\_\_ of its desire to modify, amend or terminate this Agreement.

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-AC06-05RL14655 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.

**SIGNATURE PAGE**

**FOR THE EMPLOYER:**

**WASHINGTON CLOSURE HANFORD LLC**

\_\_\_\_\_  
**C. A. Johnson, President**

\_\_\_\_\_  
**G. F. Saskowsky, Labor Relations Manager**

\_\_\_\_\_  
**D. A. Elkins, Deputy Director D4 Operations**

\_\_\_\_\_  
**J. A. Villanueva, Industrial Relations/Human Resources Representative**  
**P. H. Brenberger, Sr. Labor Relations Representative**

\_\_\_\_\_  
**EBERLINE SERVICES HANFORD, INC.**

\_\_\_\_\_  
**C. H. Stewart, ESHI Project Manager**

**FOR THE COUNCIL**

\_\_\_\_\_  
**D. E. Molnaa, President HAMTC**

ATTACHMENT A

~~2012 2009~~ INSURANCE, PENSION AND SAVINGS AGREEMENT

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BETWEEN

~~FLUOR HANFORD, INC. WASHINGTON CLOSURE HANFORD LLC~~

AND

HANFORD ATOMIC METAL TRADES COUNCIL

This Insurance, Pension and Savings Agreement, entered into between ~~Fluor Hanford, Inc.~~ Washington Closure Hanford LLC (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 ~~2012 2007~~ ~~FH-WCH/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 incumbent employees of WCH 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. Non-incumbent employees will not be eligible to participate in this plan.

Section 3

The Company will make available to incumbent 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. Non-incumbent employees will be able to participate in the Enhanced Defined Contribution (401k) Plan, the provisions of which are set out in the Plan document. Enhancements to the existing Plan include a 5% of employee base pay non-matching Company contribution, a 100% Company match on the first 3% of employee contributions, and a 50% match on the next 2% of employee contributions. Incumbent employees are not eligible to participate in the enhanced 401k plan.

Section 4

The Company agrees to make available to employees of ~~Fluor Hanford, Inc.~~ WCH, 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 ~~Hanford Employee Welfare Trust Fluor Hanford, Inc. WCH~~ 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 ~~the Hanford Employee Welfare Trust Fluor Hanford, Inc. WCH~~ 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 employees the Hanford Employee Welfare Trust Willamette Dental Plan and The Washington Dental Service/Delta Dental Plan, 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. WCH~~ 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. WCH~~ 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 2012 2007-FH WCH/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

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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~~ TBD 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~~ TBD, 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-AC06-05RL14655 as amended, between ~~Fluor Hanford, Inc.~~ WCH 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 ~~28<sup>th</sup> day of September, 2007~~ TBD 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.~~ WCH bargaining unit, and is fully authorized to execute this Agreement on behalf of

\_\_\_\_\_  
David E. Molnaa, President  
Hanford Atomic Metal Trades Council

\_\_\_\_\_  
Gerald F. Saskowsky, Manager  
Labor Relations  
WCH

ATTACHMENT A-1

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
<b>Annual Out-of-Pocket Maximum</b>	In Network: \$1,150/\$2,300 Out: \$2,875/\$5,750	No Change	No Change	No Change	No Change
<b>Deductible – In-Network Deductible – Out-of-Network</b>	In Network: \$150/\$300 Out-of-Network: \$250/ \$500 (Deductible included in out of pocket limit.)	No Change	No Change	No Change	No Change
<b>Coinurance – In Network Coinurance – Out-of-Network</b>	In-network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
<b>Office Visit/Urgent Care</b>	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
<b>Preventive care</b> Well adult and well child physicals, immunizations, pap smears, mammograms and prostate/colorectal cancer screening.	No change In Network – covered in full Out: Covered at the Plan Coinurance to a \$150 maximum per	No change	No Change	No Change	No Change

ATTACHMENT A-1

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
	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.				
<u>Lab &amp; X-Ray Services</u>	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
<u>Chiropractic Care</u>	In Network: 80%/20% Out: 70%/30% Visits: 20 per year	No Change	No Change	No Change	No Change
<u>Prescription Drugs</u>	In Network: Retail: \$15 Generic/\$35 Brand 30 day supply Mail-order: \$30 Generic/	No Change	<u>Three-Tier Rx Plan</u> In Network Retail: \$20/\$40/\$60 (generic/formulary brand/non-formulary)	<u>Three-Tier Rx Plan</u> In Network Retail: \$20/\$40/\$60 (generic/formulary brand/non-formulary)	<u>Three-Tier Rx Plan</u> In Network Retail: \$20/\$40/\$60 (generic/formulary brand/non-formulary)

ATTACHMENT A-1

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
	\$70 Brand 90 day supply Subject to formulary Allergy Serum - No Change  Out: \$20 Generic, \$45 Brand Not subject to deductible		Mail Order: \$40/\$80 (90 day supply) Subject to formulary Allergy Serum - No Change  Out-of-Network: \$25/\$45/\$65 Not subject to deductible No Change	Mail Order: \$40/\$80 (90 day supply) Subject to formulary Allergy Serum - No Change  Out-of-Network: \$25/\$45/\$65 Not subject to deductible No Change	Mail Order: \$40/\$80 (90 day supply) Subject to formulary Allergy Serum - No Change  Out-of-Network: \$25/\$45/\$65 Not subject to deductible No Change
Inpatient Hospital	In Network: 80%/20% Out: 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
Emergency Room Care (Hospital)	\$110/20% and Deductible In and Out of Network.	No Change	\$125/20% and Deductible In and Out of Network	\$125/20% and Deductible In and Out of Network	\$150/20% and Deductible In and Out of Network

ATTACHMENT A-1

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
<u>Ambulance</u>	Plan pays 80%/ Employee pays 20%	No Change	No Change	No Change	No Change
<u>Durable Medical Equipment &amp; Supplies</u>	In Network: 80%/20% Out: 70%/30%	No Change	No Change	No Change	No Change
<u>Rehabilitation Services</u> • 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: 80/20% Outpatient: Visits: No Change Inpatient: 80/20% Coinsurance Visits: No Change Out: Outpatient: 70%/30% Visits: No Change Inpatient: 70%/30% Visits: No Change	No Change	No Change	No Change	No Change
<u>Mental Health Services</u> <u>Outpatient</u>	In Network No Copay, deductible and coinsurance apply 80%/20%	No Change	No Change	No Change	No Change

ATTACHMENT A-1

BENEFITS	GH Options POS 2012	GH Options POS 2013	GH Options POS 2014	GH Options POS 2015	GH Options POS 2016
----- Inpatient	Out of Network No Copay, deductible and coinsurance apply 70%/30%	No Change	No Change	No Change	No Change
	In Network Deductible and coinsurance apply 80%/20%				
	Out of Network Deductible and 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

ATTACHMENT A-1

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	No Change	No Change	No Change
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.	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

ATTACHMENT A-1

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016
*Immunizations, may not include shingles. 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	Express Scripts, Inc Retail (30 day supply): \$10 generic / \$35 brand name preferred/ \$50 brand non- preferred.  Mail ( 90-day supply): \$20/\$70/\$100  No deductible  \$1500 Maximum out of Pocket  Step Therapy Program  Prior Authorization	Express Scripts, Inc Retail (30 day supply): \$10 generic / \$35 brand name preferred/ \$50 brand non- preferred/20% with min out of pocket \$65 and max out of pocket \$150 Specialty drug.  Mail ( 90-day supply): \$20/\$70/\$100  No deductible  No Out of Pocket Maximum	Express Scripts, Inc Retail (30 day supply): \$10 generic / \$35 brand name preferred/ \$50 brand non- preferred/20% with min out of pocket \$65 and max out of pocket \$150 Specialty drug.  Mail ( 90-day supply): \$20/\$70/\$100  No deductible  No Out of Pocket Maximum

ATTACHMENT A-1

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016
<u>Inpatient Hospital</u>	In Network: 80/20% Out of Network: 60/40%	No Change	No Change	No Change	No Change
<u>Outpatient Hospital</u>	In Network: 80/20% Out of Network: 60/40%	No Change	No Change	No Change	No Change
<u>Maternity Services</u>	In Network: 80/20% Out of Network: 60/40%	No Change	No Change	No Change	No Change
<u>Emergency Room Care (Hospital)</u>	\$110 per visit plus 20% after deductible	No Change	\$125 per visit plus 20% after deductible	\$125 per visit plus 20% after deductible	\$150 per visit plus 20% after deductible
				Step Therapy Program <u>Prior Authorization</u>	Step Therapy Program <u>Prior Authorization</u>

ATTACHMENT A-1

BENEFITS	United Healthcare PPO 2012	United Healthcare PPO 2013	United Healthcare PPO 2014	United Healthcare PPO 2015	United Healthcare PPO 2016
<u>Ambulance</u>	80/20% after deductible	No Change	No Change	No Change	No Change
<u>Durable Medical Equipment &amp; Supplies</u>	In Network: 80/20% after deductible Out of Network: 60/40% After deductible	No Change	No Change	No Change	No Change
<u>Rehabilitation Services</u> 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. Out-of-Area Benefits are limited as follows: • 30 visits of physical	In Network: 80/20% Outpatient: 30/CY Visits: 20 for Cardiac and Pulmonary  Inpatient: 80/20% Visits: 30/CY 20 for Cardiac and Pulmonary  Out of network: 60/40%	No Change	No Change	No Change	No Change

ATTACHMENT A-1

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 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.					

Willamette Dental of Washington

Benefit	2012		2013		2014		2015		2016	
	Co-Payment	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*	No Annual Maximum*
Annual Maximum		No Annual Maximum*	No Annual Maximum*	No 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	No Deductible	No Deductible	No Deductible	No Deductible
Office Visit Co-payment	\$15 per visit	\$15 per visit	\$15 per visit	\$15 per visit	\$15 per visit	\$15 per visit	\$20 per visit	\$20 per visit	\$20 per visit	\$20 per visit
<b>Diagnostic and Preventative Services</b>										
Routine and Emergency Exams	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	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%	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%	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%	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%	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%	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%	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%	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%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
<b>Restorative Dentistry and Prosthetics</b>										
Fillings	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	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	\$120	\$120	\$120	\$120
Complete Upper or Lower Denture	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170
Bridge per tooth	\$120	\$120	\$120	\$120	\$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%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
<b>Endodontics and Periodontics</b>										
Root canal therapy - anterior	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Root canal therapy - bicuspid	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75
Root canal therapy -	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100

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Benefit	Co-Payment	2012	2013	2014	2015	2016
molar						
Osseous Surgery - per quadrant	\$140	\$140	\$140	\$140	\$140	\$140
Root Planning - per quadrant	Fully Covered	Fully Covered	Fully Covered	Fully Covered	Fully Covered	Fully Covered
<b>Oral Surgery</b>						
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
<b>Orthodontia</b>						
Pre-orthodontic service	\$150*	\$150*	\$150*	\$150*	\$150*	\$150*
Comprehensive Orthodontia	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
<b>Miscellaneous</b>						
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 A-1

Benefits	2012				2013				2014				2015				2016			
	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	Delta Dental	Delta Dental PPO	Delta Dental Non PPO	Non Delta Dental	
<b>Class I Diagnostic &amp; Preventive</b> Exams, Prophyls, Fluoride, X-rays, Sealants	80%	60%	60%	80%	80%	60%	60%	80%	80%	60%	60%	80%	80%	60%	60%	80%	80%	60%	60%	
<b>Class II - Restorative</b> Restorations, Endodontics, Oral Surgery	70%	60%	60%	70%	60%	60%	70%	70%	60%	60%	60%	70%	70%	60%	60%	70%	70%	60%	60%	
<b>Class III - Major</b> Crowns, Dentures, Partials, Bridges, Implants	50%	40%	40%	50%	40%	40%	50%	50%	40%	40%	40%	50%	50%	40%	40%	50%	50%	40%	40%	
<b>Annual Max Per Person Per Year (1/1 - 12/31)</b>	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	\$1500	
<b>Deductible (Waived on Class I)</b> Per person/per year Annual family	\$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	\$50 \$100	\$50 \$100	\$50 \$100	\$50 \$100	

ATTACHMENT A-1

Maximum Orthodontia Adults and Dependent Children Lifetime maximum each	2012		2013		2014		2015		2016	
	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

ATTACHMENT A-1

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

	<u>Group Health Options</u>	<u>UnitedHealthcare</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**

	<b>Group Health Options 2013 Premiums</b>	<b>2013 Employee Contribution (%)</b>	<b>2013 Maximum Employee Contribution (\$)</b>
Employee	\$ 587.02	20%	\$ 117.40
Employee +1	\$ 1,074.23	20%	\$ 214.85
Employee + >1	\$ 1,802.13	20%	\$ 360.43

	<b>2013 Premiums</b>	<b>2014 Projected Premium with Escalation @12%</b>	<b>2014 Employee Contribution (%)</b>	<b>2014 Maximum Employee Contribution (\$)</b>
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

	<b>2014 Premiums</b>	<b>2015 Projected Premium with Escalation @12%</b>	<b>2015 Employee Contribution (%)</b>	<b>2015 Maximum Employee Contribution (\$)</b>
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

	<b>2015 Premiums</b>	<b>2016 Projected Premium with Escalation @12%</b>	<b>2016 Employee Contribution (%)</b>	<b>2016 Maximum Employee Contribution (\$)</b>
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

Monthly Contribution rate specified in this document.

**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 percent's 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.

**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 2013-2016. In the event the premium increase is less than 5%, the Employee Contributions will be based on the percent's 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.

**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 percent's 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 B

**FLUOR HANFORD, INC.  
GROUP HEALTH OPTIONS, INC.  
WASHINGTON CLOSURE HANFORD LLC  
GROUP HEALTH NORTHWEST/OPTIONS  
SUMMARY OF  
EMERGENCY AND TRAVEL BENEFITS**

Definitions:

Out of Area – Emergencies are covered by Group Health Cooperative and 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 <u>1-800-297-6877</u>	Notification Line when you're admitted to a non-Group Health hospital. 1-888-457-3516/69516
When out of the country Please call during regular Business hours 001-206-901-4636	Group Health Travel Advisory Service (206)326-3488 <u>1-800-562-6300, ext. 3488</u>	

ATTACHMENT C

OVERTIME PROCEDURE

1. PURPOSE

- A. The Employer shall determine the need for overtime and retain the exclusive right to assign employees to work overtime in accordance with the overtime procedure.
- B. To establish the basic principles for affecting an equitable distribution of overtime ~~and an efficient method of assigning overtime work~~ 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 herein.

2. METHOD OF DISTRIBUTION AND ASSIGNMENT

- A. Low Man Principle - OT Group  
First, employees will normally be assigned overtime work on the basis of accumulated hours within their specific overtime group. 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. Procedural Limitations  
It is recognized that the health and safety of employees, the progress of the work, certification, security clearances, work restrictions, radiation exposure and qualifications, may preclude rigid adherence to the low man principle. ~~however, it is the intent to assign overtime work on the basis of the low man first when such factors are not present~~ Also, ~~the following overtime situation is are~~ precluded from the low man principle:

- b.1 Hold Over Overtime  
Hold over overtime work will be ~~offered~~ assigned to the employees who ~~Have been performing the specific work scope during the preceding Regular shift.~~

Under this provision, hold over overtime will be limited to a maximum of three (3) hours. Any hold over overtime work beyond the three (3) hours will be considered scheduled overtime and will be offered on the basis of the Low Man Principle as described in 2.A. above. Employees requiring transportation home will have it provided by the Employer.

- b.2 ~~D4 Operations Scheduled Overtime Shift~~  
~~If a full ten (10) hour shift for an entire work crew is scheduled on a Friday in the 100 area and/or 300 area, all employees assigned to that area shall be required to work. Requests for overtime work requiring less than an entire work crew will be scheduled using the low man principle.~~

~~When such procedural limitations are not present, it is the intent to assign overtime work on the basis of the low man principle.~~

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### 3. OVERTIME GROUPS

- A. 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.
- B. Overtime shall be recorded on the basis of hours paid.
- C. The intent of the overtime charging process is to equalize as well as possible hours on each of the group's overtime list. An employee will only be asked and charged for a maximum of based on their scheduled shift, ~~eight (8)~~ ~~ten (10)~~ hours equivalent work in any single shift. 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.
- D. 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.

### 4. 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 reported hours.  
  
Other employee's overtime hours are also "zeroed" but their relative position on the overtime group list is maintained by added successive increments of .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.
- B. The above procedure is to be utilized if the difference in hours between the low and high person in the overtime group exceeds twenty-five (25) hours. If the spread is twenty five (25) hours or less, the low person's hours will be "zeroed," and those hours will be subtracted from all others in the overtime group.

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

## 6. ADDITIONS TO THE RECORD

### A. New Hires

A new hire, for the purpose of this procedure only, shall be any employee with 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 of 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 their recorded hours as one hour greater than the high employee in the group.
- (3) Employees returned 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 3.B and 3.C. 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.

## 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 classroom or associated training time. Upon promotion to journeyman status, the employee will be placed at the average hours of the assigned overtime group.

## 8. TEMPORARY UPGRADES

- A. Employees who are temporarily promoted to positions within the bargaining unit are eligible for overtime in their upgraded position. Such employees will be considered for overtime in the temporary assignment for 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.

For periods involving upgrades of more than two (2) consecutive weeks and less than thirty (30) days, employees who are temporarily promoted to positions outside of the bargaining unit (upgrade) will not be considered for overtime during such periods except for emergency conditions.

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 MEALS

- A. Employees shall be provided with a meal and an opportunity to eat such meal on the Employer's time when the employee works 2 or more hours beyond their scheduled shift and at approximately six (6) hour intervals thereafter.
- 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 within a classification as equally as practicable ~~and as established in this procedure~~. In order to assure that procedures used to administer this Section in the field will remain as stable as possible, such procedures will not be established by 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. ~~and as such, employees will be required to work the overtime. Overtime will be assigned and scheduled including holdovers as contained in "2. Method of Distribution and Assignment" in this procedure. To ensure that all overtime assignments are staffed, management will require employees to work. In such cases, if the Method of Distribution and~~

~~Assignment has been exhausted, the least senior employees in the affected classification will be required to work the overtime assignment.~~

## 12. OVERTIME GROUPS

There shall be one sitewide overtime group for each classification listed in this Agreement or as stipulated in the negotiated Appendix A Agreements, except for the following:

- |                                      |  |            |
|--------------------------------------|--|------------|
| Electricians                         | o 100 Area   | o 300 Area |
| Instrument Technicians               | o 100 Area   | o 300 Area |
| <del>Firefighters</del>              | <del>o As stated in the 1992 HAMTC/WHC Agreement</del> |            |
| Radiological Control Technicians     | o Waste Operations and Remedial Actions<br>D4 Project  |            |
| D&D Workers                          | o 100 Area   | o 300 Area |
| <del>Nuclear Process Operators</del> | <del>o 300 Area</del>                                  |            |
| Stationery Operating Engineers       | o 100 Area   | o 300 Area |

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Overtime groups described herein may not be all inclusive, and if bargaining unit employees perform overtime in an area not listed in this article they will not be prohibited from performing such work as a result of the identification of these overtime groups in this Agreement. If additional overtime groups are needed during the term of this Agreement they will be established through Appendix A discussions between the Company and the Union.

ATTACHMENT D

MEMORANDUM OF UNDERSTANDING

Sitewide seniority will continue with FH MSA, WCH/ESHI, CHPRC, PHFI, ATL and WRPS employees in established seniority groups in their respective Agreements with HAMTC. Employees may utilize their rights under the terms and conditions of all seniority provisions of the Agreements between FH MSA/HAMTC, WCH/ESHI/HAMTC, CHPRC/HAMTC, PHFI/HAMTC, ATL/HAMTC, and WRPS/HAMTC whether they work for FH MSA, WCH/ESHI, CHPRC, PHFI, ATL and WRPS and provided they are qualified to do the work. ~~Effective October 1, 2012 through the completion of the Scheduled Performance Incentive Fee Period (as determined by DOE), HAMTC represented employees working for other employers as stated in 1. of this Article, will not be able to displace employees working for WCH/ESHI.~~

*Original signed by*

\_\_\_\_\_  
Frank A. Blowe, Director  
Industrial Relations  
Fluor Daniel Hanford, Inc.

*Original signed by*

\_\_\_\_\_  
D. E. Molnaa, President  
Hanford Atomic Metal Trades  
Council, AFL-CIO

*Original signed by*

\_\_\_\_\_  
Gerald F. Saskowsky, Manager  
Labor Relations  
Washington Closure Hanford

*Original signed by*

\_\_\_\_\_  
Charles H. Stewart, Project Manager  
Eberline Services Hanford, Inc.

*Original signed by*

\_\_\_\_\_  
William Engel, Manager  
Labor Relations  
CHG Hanford Group

*Original signed by*

\_\_\_\_\_  
Victor Serna, Manager  
Labor Relations  
Washington River Protection Solutions

*Original signed by*

\_\_\_\_\_  
James K. Murphy, Manager  
Labor Relations/Human Resources  
Parsons Hanford Fabricators, Inc

*Original signed by*

\_\_\_\_\_  
Kathrine A. Door, Manager  
Labor Relations  
Advanced Technologies Laboratories  
International, Inc.

ATTACHMENT E

April 1, 2009

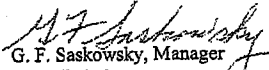
Mr. David E. Molnaa, President  
Hanford Atomic Metal Trades Council  
P. O. Box 898  
Richland, Washington 99352

Subject: CONTINUATION OF CURRENT POLICY AND PRACTICE

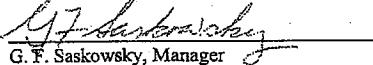
Dear Mr. Molnaa:

The Council can be assured that the issues discussed during the 2009 negotiations, such as, the continuation of Death in the Family, "EA" time, Jury Duty, Military, Road Conditions, Plant Injury, "A" Time, etc., will continue as prescribed by current policy and practice.

Respectfully,

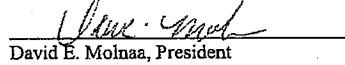
  
G. F. Saskowsky, Manager  
Labor Relations  
Washington Closure Hanford

FOR THE EMPLOYER

  
G. F. Saskowsky, Manager  
Labor Relations  
Washington Closure Hanford

Date: 5/27/09

FOR THE COUNCIL

  
David E. Molnaa, President  
Hanford Atomic Metal Trades Council

Date: 5/27/09

ATTACHMENT F

WASHINGTON CLOSURE HANFORD WORKERS' COMPENSATION

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, WCH 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.

BACKGROUND

WCH is proposing to implement a benefit, through the Hanford Employee Welfare Trust (HEWT), which would 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 received time-loss benefits from the workers' compensation claims administrator (WCCA), currently CCSI.

The Disability Equalizer Benefit (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 will receive time-loss compensation from the WCCA.

WCH is also proposing the continued use of Plant Injury (PI) time as an approved 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 be used when the employee receives no time-loss benefit from the WCCA.

DISABILITY EQUALIZER BENEFIT (DEB)

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

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

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

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

\$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%) = \$ 89.51 (less)  
\$853.39

Administratively calculated net pay while working = \$853.39

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

Actual time-loss compensation 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.

\$851.25  
\$105.74 (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 the calculated net pay for time-loss compensation, a DEB of \$107.88 would be provided. Additionally, a tax adjustment of \$7.94 will be added to ensure net pay is equal.

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

WCH Payroll will process the amount and appropriate taxes and savings contribution will be deducted. Any deductions not deducted will be placed into arrears. The employee will have the option to self-pay arrears monthly, or pay when returned to work. The employee would retain any net pay after taxes and deductions are deducted from the DEB.

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

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

To ensure this, the employee will have the option of making up all missed savings contributions through additional contribution when returned to work. WCH 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, WCH 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 WCH Deltek Time System.

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, WCH is proposing the use of PI time may be charged 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 Monday. 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 changed to PI time.

- Case Management
- WCH's workers' compensation POC will continue to work with the WCCA, State of Washington Labor and Industries, the site occupational medical provided, DOE, management and employees to ensure efficient case management strategies are in place.
  - DEB will be limited to 180 days per qualifying event
  - WCH will continue to review all time-loss cases with the WCCA
  - WCH will continue meetings with the WCCA and DOE to evaluate open cases
  - WCH will continue to interface with employees and management on case progress and accommodating employee work restrictions
  - WCH 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.

**ATTACHMENT G**

April 1, 2009

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 G-1) that reflects the Washington Closure Hanford program for Commercial Drivers License (CDL) 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 Washington Closure Hanford.
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 CDL 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 Manager, WCH Labor Relations; (or designee) and the affected employee's manager will review the reasons for the employee failing the testing. If this group decides that the employee has made every reasonable attempt to obtain a CDL yet is unable to, consideration will be given to maintain the employee in their existing classification and at their rate of pay.

Mr. David E. Molnaa, President  
Page 2  
April 1, 2009

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 Washington Closure Hanford.
  - c. A reduction of force in accordance with the terms of the Collective Bargaining Agreement.

C. Laboratory Tour

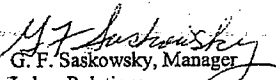
In the event that WCH makes a change from the incumbent drug testing laboratory, WCH will make arrangements for two (2) HAMTC representatives to tour the new facility.

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 WCH and HAMTC.

Respectfully,

  
G. F. Saskowsky, Manager  
Labor Relations

Attachment

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

Date: 5/27/09

April 1, 2009

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

This document represents the understandings and agreements between Washington Closure Hanford (WCH) 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.

Once a driver is selected, the driver must be tested unless the driver is unavailable for the entire selection period. The selection period is the time between two consecutive selections of drivers' names for random testing.

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 WCH benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the HAMTC/WCH 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 Substance Abuse Professional (SAP) of the site occupational medical provider. Such follow up monitoring will occur for a minimum of twelve (12) months. Further monitoring may occur as determined by the SAP of the site occupational medical provider under 49CFR Part 40 Subpart O.

5. Non-Suspicion Based Post Accident Testing

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

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 WCH.

"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 WCH.

Mr. David E. Molnaa, President  
Page 3  
April 1, 2009

8. Employee Notification to Report

Employees will be notified in writing (e.g. "DSP") by a member of WCH 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 WCH.

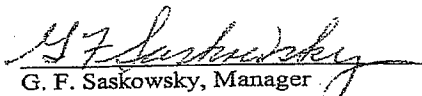
9. Consistency of Treatment

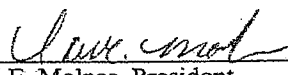
All employees who are required under the DOT regulations to possess a CDL shall be subject to the same collection processes, analytical tests, the same rehabilitative opportunities and the same consequences for second positive tests.

10. Return to Work – Rate of Pay

An employee who does test positive on the first CDL drug screen and receives rehabilitative treatment will remain at their current rate of pay throughout the rehabilitative process. Rehabilitation is defined as the inpatient or outpatient treatment program. Rehabilitation does not include the follow up program under the 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.

  
G. F. Saskowsky, Manager  
Labor Relations

  
David E. Molnaa, President  
Hanford Atomic Metal Trades  
Council

Date: 5/27/09

Date: 5/27/09

April 1, 2009

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

Dear Mr. Molnaa:

DEPARTMENT OF TRANSPORTATION ALCOHOL TESTING

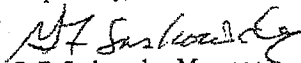
Attached please find the Memorandum of Understanding on the subject of random alcohol testing under the Department of Transportation's Alcohol Testing regulations. This document represents the same agreement that has been in place since December 14, 1994. Consistent with this document and to ensure a 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 Washington Closure Hanford, that the Union does not waive its right to grieve this discipline.

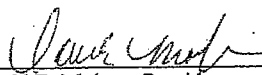
The Council may indicate their concurrence by signing and returning one copy of this letter to my office.

Respectfully,

  
G. F. Saskowsky, Manager  
Labor Relations

Attachment

Concurrence: \_\_\_\_\_

  
David E. Molnaa, President  
Hanford Atomic Metal Trades Council

Date: \_\_\_\_\_

5/2/09

April 1, 2009

**DEPARTMENT OF TRANSPORTATION – ALCOHOL TESTING PROGRAM**

**COMMERCIAL DRIVERS LICENSE**

This document represents the understandings and agreements between Washington Closure Hanford (WCH) 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. Once a driver is selected, the driver must be tested unless the driver is unavailable for the entire selection period. The selection period is the time between two consecutive selections of drivers' names for random testing.

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 the 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 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.

- C. An employee who is required to possess a CDL must be medically cleared to return to work by the 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 the 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 WCH benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the WCH/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

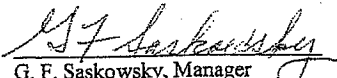
An employee required to possess a CDL and who has tested "positive" for alcohol with an alcohol concentration level of .02 or greater and receives rehabilitation treatment will remain at their current progression schedule for outpatient treatment. For employees who are placed in an inpatient treatment 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 the site occupational medical provider or any voluntary rehabilitative opportunities such as Alcoholics Anonymous or group support efforts.

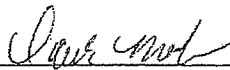
8. Collective Bargaining Agreement

Although WCH 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.

9. Review

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

  
G. F. Saskowsky, Manager  
Labor Relations  
Washington Closure Hanford

  
David E. Molnaa, President  
Hanford Atomic Metal Trades Council

Date: 5/27/09

Date: 5/27/09

## ATTACHMENT H

### 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. 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 decreases in employment levels will be determined by the work-place needs for the classification involved.
7. Employees will not be laid off as a result of implementation of this program.
8. 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.
9. 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.
10. 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.

## 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.

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).

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

**JOB DEFINITION**

**STOREKEEPER**

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

**APPENDIX "A" AGREEMENT(S) - NUCLEAR CHEMICAL OPERATORS, SENIORITY GROUP 004, 003, 052 LOCAL 8-369**

The Employer agrees to recognize all existing training and certification programs for the 004 Seniority group.

All existing documentation of this group's Appendix A agreements as it pertains to Seniority Group 004 shall become part of BHI's Appendix agreement.

As mutually agreed, the parties shall meet and update the existing Appendix A agreements and will discuss overtime groups and transfer groups on a mutual basis. In the interim period please refer to the existing Appendix A agreements of 004, 003, and 052.

**JOB DEFINITION**

**NUCLEAR CHEMICAL OPERATOR**

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. Direct others.

**NUCLEAR OPERATOR**

Responsible for the operation of diversified equipment, performing a sequence of complex operations, generally, in accordance with operational procedures.

**OPERATOR TRAINEE**

Operate equipment and perform a variety of functions following standard operating procedures. Perform and assist on complex operations under direction.

**DECONTAMINATION/DECOMMISSION WORKER (003)**

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 AGREEMENT**  
**Seniority Group 003**  
**Decontamination/Decommission Worker**

Referencing BHI's letter to G.L. Muth dated March 10, 1995 regarding stabilizing the Decommissioning & Decontamination (D&D) Workers' classification, we offer the following proposal:

1. Certain training requirements for this classification have been outlined over the past years and are acceptable to BHI with the understanding that a review will be required to update any additional requirements or possible deletions in the training program. The object is to maintain the most proficient training program.
2. A new Seniority Group 003 will be created to enable BHI to establish a stable D&D workforce and differentiate the group from our 004 personnel. The employee will remain within the new classification and will not have the ability to automatically transfer to Seniority Group 004. It is understood that the ability to post for other positions in accordance with the collective bargaining agreement is accepted.
3. To obtain Items 1 and 2 above, BHI proposes the D&D wage progression to be at thirty-six (36) months.

**Transfers:**

As per the Letter of Agreement between BHI/HAMTC dated January 12, 2000, the parties agree that on those instances where D&D personnel, seniority group 003, are selected, as per Article XXIV, Section 7 of the BHI/ESHI-HAMTC Collective Bargaining Agreement, to fill a Nuclear Process Operator position, temporary or regular full-time, the following exceptions shall apply:

1. D&D personnel who are selected to become Nuclear Process Operators, shall transfer from their current D&D wage progression step to the corresponding Nuclear Process Operator wage progression step (maximum 36 months). Further wage step progression within the Nuclear Process Operators classification will continue as per the Appendix "A" wage scale.

Example: A D&D worker transferring to a NPO position who, at the time of transfer was at the 30 month D&D wage progression step would transfer to the 30 month NPO wage progression step.

2. The D&D worker(s) shall carry their then current Site-Wide Seniority Date with them when transferring to the Nuclear Process Operator position.

**APPENDIX "A" AGREEMENT(S) - POWER OPERATOR, SENIORITY GROUP 005, LOCAL**

280

Attached are job descriptions for Chief Power Operator, Power Operator Journeyman, Power Operator, and Chlorinator Serviceman.

**JOB DEFINITION**

**CHIEF POWER OPERATOR**

Fully qualified working leader with overall responsibility for the critical control of building utility equipment, building heating and ventilation systems, DOP testing and air balance functions and the operation of high pressure powerhouse boilers and related equipment.

Must satisfactorily complete the Power Operator Training program and pass the proficiency requirements. Direct others.

**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 power operator journeyman's functions. May direct others.

**POWER OPERATOR JOURNEYMAN**

Responsible for critical and complex power functions, such as operation of high pressure powerhouse boilers, building heating and ventilation systems, DOP testing, air balance functions, control of final water flow and chemical content control of multiple pressurized air conditioning systems, etc. Direct others.

**POWER OPERATOR**

Responsible for diverse power functions, such as operation of powerhouse, auxiliary units, process water supply equipment, water treatment, refrigeration, air balance functions and process air conditioning units. For purposes of job assignments, Power Operator may perform any Power Operator Journeyman job functions for which he, as determined by management, is qualified.

**APPENDIX "A" AGREEMENT(S) - CERTIFIED "N" POWER OPERATORS, SENIORITY GROUP 005, LOCAL 280**

Attached are job descriptions for "N" Chief Control Operator Power, "N" Chief Operator Power, "N" Power Operator Journeyman and "N" Power Operator Trainee.

**JOB DEFINITION**

**"N" CHIEF CONTROL OPERATOR POWER**

Responsible for the control of steam, generating, and water flow systems, operating the turbine generator for the B-Bus electrical supply and the maintenance of proper operating levels. Coordinate and direct the activities of equipment operators.

**"N" CHIEF OPERATOR POWER**

Working leader who perform and directs others in power functions such as water conditioning, supply of water, coolant and steam generation systems, pressurized air conditioning, etc.

Employees in this category must be qualified in and maintain qualification for all building complexes and all power functions, and will be regularly rotated through all chief operator functions in N Area.

**"N" POWER OPERATOR JOURNEYMAN**

Responsible for critical and complex power functions such as operation of high pressure power house boiler, coolant and steam generation systems, control of water flow and chemical content, and control of multiple pressurized air conditions systems, etc. Direct others.

**"N" POWER OPERATOR TRAINEE**

Training in the above Journeyman classification. For purposes of job assignments, a trainee may perform any of the N Power Operator Journeyman job functions for which he, as determined by management, is qualified. Prior to promotion, N Power Operator Trainees must be qualified in and maintain qualification for a minimum of two building complexes.

**APPENDIX "A" AGREEMENT(S) - AUTO MECHANICS AND AUTO MACHINISTS,  
SENIORITY GROUP 008, LOCAL 1951**

**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 trouble shooting 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 Washington State approved 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.

**APPENDIX "A" AGREEMENT(S) - AUTO PARTS HANDLER, SENIORITY GROUP 08B,  
LOCAL 1951**

Attached is the job description for Auto Parts Handler.

**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 followup 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 tool room tools for condition and make recommendations for tool replacement.

**APPENDIX "A" AGREEMENT(S) - HEAVY DUTY MECHANIC, SENIORITY GROUP 009,  
LOCAL 280**

Attached is a job description for Heavy Duty Mechanic Journeyman.

The classification of Heavy Equipment Parts Handler, which has been in Seniority Group 009, will now be placed 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.

**JOB DEFINITION**

**HEAVY DUTY MECHANIC - JOURNEYMAN**

Fully qualified mechanic. Perform all types of repairing 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.

**APPENDIX "A" AGREEMENT(S) - HEAVY EQUIPMENT PARTS HANDLER, SENIORITY GROUP 009A, LOCAL 280**

Attached is a job description for Heavy Equipment Parts Handler.

It is understood that during absences of employees in this classification, employees in the Heavy Duty Mechanic classification may temporarily perform those duties.

**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.

**APPENDIX "A" AGREEMENT(S) - SHEETMETAL, SENIORITY GROUP 011, LOCAL 242**

Attached are job descriptions for Journeyman and Apprentice.

**JOB DEFINITION**

**SHEETMETAL - JOURNEYMAN**

Fully qualified journeyman. Perform all types of sheetmetal work involving layout, shearing, punching, 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 a Washington State approved Apprenticeship Program.

**APPENDIX "A" AGREEMENT(S) - CRANE OPERATORS, SENIORITY GROUP 013; OILERS, SENIORITY GROUP 013A; HEAVY EQUIPMENT OPERATORS, SENIORITY GROUP 013B, LOCAL 280**

Attached are job descriptions for Crane Operators, Oilers (Heavy Equipment) and Heavy Equipment Operators.

**JOB DEFINITION**

CRANE OPERATOR

Operate a variety of gasoline and diesel power-driven cranes, including crawler, locomotive type and motor cranes equipped with draglines, clam-shells, backhoes, whirleys, etc. Rig buckets, hooks and shovels as necessary and perform hand gun lubrication work.

OILER (HEAVY EQUIPMENT) - SENIORITY GROUP 013A

Oil and lubricate equipment using various types of oils and greases.

HEAVY EQUIPMENT OPERATOR - SENIORITY GROUP 013B

Operate bulldozer, ~~angle dozer~~ angle dozer, crawler, carryall, scraper motor patrol, grader, turnapull, traxcavator, bucket loader, road roller, trenching machine, and other similar types of power equipment.

**APPENDIX "A" AGREEMENT(S) - TRUCK DRIVER HEAVY, LUBE AND TIREMAN,  
SERVICEMAN SENIORITY GROUP 014, LOCAL 839**

Attached, please find copies of the job definitions for Truck Driver Heavy, Lube and Tireman and Serviceman listed as Seniority Group 014.

**JOB DEFINITION**

**TRUCK DRIVER - HEAVY**

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 includes towing of trash trailer with two-axle trucks, loading and unloading of vehicles, and perform general labor functions as assigned. Utilize material moving equipment such as manual or power-driven hand trucks, wheel barrows, 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. Possess and maintain licensing required by Federal and State Laws.

**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 and possess the Commercial Drivers License.

Receive, inventory, maintain and document fuel, lubricant, antifreeze, solvent, and other assigned inventories as directed by management. Transport materials with a fork lift 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, wheel barrows, 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.

**UNDERSTANDINGS:**

1. The Employer will not increase base wage rates for requirements imposed by sources external to the Employer. Commercial Drivers License requirements are imposed by Federal Statute.
2. It is the opinion of the Employer that current wage rates compensate members of seniority group 014 for any modest expansion of job responsibilities; no additional classification or wages will be created and paid for herbicide application duties.
3. Possession and maintenance of a Commercial Driver's License (CDL) is a condition of employment for all Drivers. New hires in the Driver classification shall be required to have a CDL with all commercial endorsements.
4. An employee in the Truck Driver Heavy classification cannot bump into the Lube and Tireman classification.

5. Regarding populating shifts, generally, shift assignments will be made based on the following:

- A. Volunteers solicited from BHI's seniority group.
- B. Lacking volunteers, the least senior person within BHI seniority 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.

OVERTIME GROUPS/ SUPERVISORY WORK GROUPS - TRUCK DRIVERS, HEAVY ARE AS FOLLOWS:

- ERDF
- All other areas

A. If there is a declaration of excess, employees are to be identified from BHI's seniority group.

TEMPORARY REASSIGNMENTS:

1. The needs of BHI 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 company. When rush needs are identified, the company management with the Manager of Labor Relations, will determine the availability of crafts for temporary reassignment to perform the work.
2. Assignment of an employee from one supervisory group to another for a period of sixty (60) working days or less is considered a "temporary reassignment." As a general guideline, management will assign employees for such assignment based on the following:
  - A. Volunteers.
  - B. Lacking volunteers, the least senior employee within the supervisory work group.
3. Health and Safety of the employees, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, circumstances of individual hardship to the employee, and other factors may preclude rigid adherence to the least senior employee being assigned.

**APPENDIX "A" AGREEMENT(S) - CARPENTERS, SENIORITY GROUP 015, LOCAL 2403**

Attached is a job description for Carpenter-Journeyman.

**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.

**APPENDIX "A" AGREEMENT(S) - JANITOR AND FLOORSERVICE, SENIORITY GROUP  
016, LOCAL 280**

Attached are job descriptions for Janitor and Floorservice.

**JOB DEFINITION**

**FLOOR SERVICEMAN**

Operate equipment and perform all related functions involved in the preparing, sealing, waxing, and polishing of floors. Perform related work.

**JANITOR**

Perform assigned janitorial duties, such as sweeping, cleaning, window washing, changing light bulbs, collecting waste, etc.

**APPENDIX "A" AGREEMENT(S) - INSTRUMENTS, SENIORITY GROUP 018, LOCAL 77**

Attached are job descriptions for Laboratory Instrument Specialist and Instrument Apprentice.

The Work Assignment and Cross Jurisdiction Program, for the Instrument and Electrician crafts, that is in the 1992 WHC/HAMTC contract will be continued. The subject of Work Assignments and Cross Jurisdiction involving these crafts is to be discussed by the parties subsequent to these negotiations.

**JOB DEFINITION**

**LABORATORY INSTRUMENT SPECIALIST**

Install and maintain highly complex instruments, control systems, and related equipment used in the Laboratory to generate, accumulate, and record scientific data from experimental operations and processes. Assemble instrument components into complex workable systems as designed to accomplish stated results. Work from sketches, prints, or 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 a Washington State approved Apprenticeship Program.

**REVISED 1992 SHIFT ROTATION PROCEDURE - INSTRUMENT TECHNICIANS AND ELECTRICIANS, SENIORITY GROUPS 018 AND 022**

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 to craftsmen requesting rotation off a rotating shift assignment as follows:
  - (1) First consideration shall be given to written requests previously received from craftsmen who have been assigned to the straight-day shift for 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 assignment.
  - (2) In the absence of any written requests from craftsmen desiring rotation off the straight-day shift onto a rotation shift, the craftsman who has been assigned to the straight-day shift for the longest period in excess of 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 Hanford Environmental Health Foundation).
  - B. Craftsmen may be continued on or be assigned to the straight-day shift if their accumulated radiation exposure would restrict their ability to do the necessary work on a rotating shift.
  - C. Personal hardship cases will be considered on the basis of their individual merits.
6. After completing six (6) months with this procedure, either party may request a joint review of such experience, and consideration may then be given to making such modifications as are mutually agreeable, including revoking the entire procedure.

**APPENDIX "A" AGREEMENT(S) - ELECTRICIANS, SENIORITY GROUP 022, LOCAL 77**

Attached are job descriptions for Electrician Journeyman and Electrician Apprentice.

The Work Assignment and Cross Jurisdiction Program, for the Instrument and Electrician crafts, that is in the 1992 WHC/HAMTC contract will be continued. The subject of Work Assignments and Cross Jurisdiction involving these crafts is to be discussed by the parties subsequent to these negotiations.

**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 Washington State Approved/HAMTC Joint Apprenticeship Program.

**APPENDIX "A" AGREEMENT(S) - MILLWRIGHTS, SENIORITY GROUP 023, LOCAL 2403**

Attached are job descriptions for Journeyman and Apprentice.

**JOB DEFINITION**

**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, hack saws, 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 Washington State Approved/HAMTC Joint Apprenticeship Program.

**SHIFT PROCEDURE  
CARPENTERS - SENIORITY GROUP 015  
MILLWRIGHTS - SENIORITY GROUP 023**

**1. SHIFT WORK**

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

- a. Chief stewards or others requested by the Council by agreement with the Employer.
- b. Employees exempted by the Employer 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 Employer and Local 2403).

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

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

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

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

**APPENDIX "A" AGREEMENT(S) - PLUMBER STEAMFITTER, SENIORITY GROUP 024,  
LOCAL 598**

Attached are job descriptions for Journeyman and Apprentice.

**JOB DEFINITION**

**PLUMBER STEAMFITTER - JOURNEYMAN**

Fully qualified journeyman. Perform expert installation, maintenance, layout, fabrication, dismantling/reduction in size of all plumbing and piping systems including but not limited to those of D & D status ~~without~~ without regard to contamination, and repair work on all piping systems, plumbing assemblies, and equipment falling within the jurisdiction of the Plumber-Pipefitter Journeyman classification. Set up and use tools and equipment, either hand or power tools, as needed to perform the aforementioned work.

**PLUMBER STEAMFITTER - APPRENTICE**

1. 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 an approved Washington State approved Apprenticeship Program.

**UNDERSTANDINGS:**

1. In regard to training, the Employer intends to continue the policy of having any employee fully trained to perform the task to which he is assigned.

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**APPENDIX "A" AGREEMENT(S) - PAINTER/CARPET INSTALLER, SENIORITY GROUP 025,  
LOCAL 1789**

Attached are revised job descriptions for Painter/Carpet Installer and Painter Journeyman.

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).

**JOB DEFINITION**

**PAINTER/CARPET INSTALLER - JOURNEYMAN**

Fully qualified journeyman who performs high-grade brush and spray painting; including parking lot, road and cross walk 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.

**APPENDIX "A" AGREEMENT(S) - PROCESS CRANE OPERATOR, SENIORITY GROUP 032,  
LOCAL 280**

Attached are job descriptions for Master Process Crane Operator and Crane Operator (Process).

**JOB DEFINITION**

**MASTER PROCESS CRANE OPERATOR**

Operates cranes of special design to handle process work in process building, knowledgeable for 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" AGREEMENT(S) - BOILERMAKERS, SENIORITY GROUP 033, LOCAL 242**

Attached are job descriptions for Boilermakers.

**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 a Washington State approved Apprenticeship Program.

**APPENDIX "A" AGREEMENT(S) - GLAZIER/GLASSWORKER, SENIORITY GROUP 034,  
LOCAL 1789**

Attached are job descriptions for the classifications of Specialist and Journeyman.

**JOB DEFINITION**

**GLAZIER/GLASSWORKER - SPECIALIST**

Fully qualified Glazier/Glassworker, performing all phases of glass work 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 glass work, such as cutting, grinding, polishing, and installing glass.

**APPENDIX "A" AGREEMENT(S) - IRONWORKER/RIGGER, SENIORITY GROUP 035,  
LOCAL 14**

Attached is a job description for Journeyman.

**JOB DEFINITION**

**IRONWORKER/RIGGER - JOURNEYMAN**

Fully qualified Ironworker/Rigger. Perform all types of complex rigging and iron work. Rigging involves loft and field jobs, such as splicing wire rope, building wire slings, erection, dismantling and inspection 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 of wire rope. Iron work involves the fabrication, erection, and dismantling of steel structures, placing and setting reinforcing, etc. Iron work includes fabrication, erection/installation, and dismantling and inspection of fixed ladders, platforms and catwalks.

**APPENDIX "A" AGREEMENT(S) - INSULATOR, SENIORITY GROUP 037, LOCAL 120**

Attached is a job description for Journeyman and a new description for Apprentice.

Regarding the Asbestos Certification, the initial certification is coordinated through the Employer and the State of Washington. Successful completion is considered the equivalent of the State of Washington certification. The "certificated asbestos supervisor" requirement however, does not necessitate Washington State certification. Such certification cost shall be paid by BHI provided BHI directs the individual to have such certification. Seniority will be a factor in the consideration of selection of individuals for certification training.

**JOB DEFINITION**

**INSULATOR - JOURNEYMAN**

Perform all types of work involving the installation, and removal of various types of insulation and insulating material while observing all regulations related to insulating materials. Direct others.

**INSULATOR - APPRENTICE**

Perform routine work involving installation and removal of insulation and insulating materials while observing all regulations related to insulating materials. Work under the direction of a journeyman.

**APPENDIX "A" AGREEMENT(S) - SIGN PAINTER, SENIORITY GROUP 038, LOCAL 1789**

It is expected that the understanding regarding work assignments for Painter/Carpet Installers and Sign Painters contained in the 1992 WHC/HAMTC Agreement 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).

**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.

**APPENDIX "A" AGREEMENT(S) - WELDERS, SENIORITY GROUP 040**

**JOB DEFINITION**

**WELDER - JOURNEYMAN**

Individuals fully qualified in the skills and techniques of welding formations of every description and character by any mode or method.

## **APPENDIX "A" AGREEMENT(S) - MACHINISTS, SENIORITY GROUP 049, LOCAL 1951**

Attached are job descriptions for R&D Machinists, Journeyman and Apprentice.

The items attached, "Hire in Rate R&D Machinists Classification" and "Procedural Matters," listed under the title of "Understandings", are continued into the 1992 Agreement. Additionally, the "auto progression matrix" is carried forward. A third item, a discussion of "State of the Art" equipment has been added.

Clarification of the annual zeroing of overtime will be achieved by allowing the "in-field" practice of zeroing out all hours regardless of the spread.

### **JOB DEFINITION**

#### **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 a Washington State approved Apprenticeship Program.

## UNDERSTANDINGS

It is agreed that the following understandings regarding Appendix "A" items for Local 1951 shall be included in the terms of this Agreement.

### 1. Hire in Rate R & D Machinist Classification

The Employer is agreeable to proceed, on an individual case 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 Employer 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 Employer 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 Employer 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.

**APPENDIX "A" AGREEMENT(S) - REACTOR OPERATORS, SENIORITY GROUP 052,  
LOCAL 8-369**

The Employer agrees to recognize all existing training and certification programs for the 052 Seniority Group. All existing documentation of this group's Appendix A agreements shall become part of this Appendix A agreement with the Employer.

As mutually agreed, the parties shall meet to update their existing Appendix A agreements and will discuss overtime and transfer status.

It is recognized that when 052 operators come across to the Employer, they do so at the appropriate rate of pay for comparative classifications in the Nuclear Process Operator structure covered by Seniority Group 004, the group in which they have their seniority protection.

**JOB DEFINITIONS**

**CHIEF REACTOR FUELS OPERATOR**

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

Employees in this category must be qualified in and maintain qualification in all chief operator functions and assist in the training and direction of lower classified personnel.

**REACTOR FUELS OPERATOR JOURNEYMAN**

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

Employees in this category must be qualified in and maintain qualification in at least 75% of the above listed functions and assist in the training and direction of lower classified personnel.

**REACTOR FUELS OPERATOR TRAINEE**

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

**N NUCLEAR REACTOR CONTROL OPERATOR CERTIFIED**

Perform all control room functions including console operation, instrument monitoring, etc., directly related to the N Nuclear Reactor process and associated equipment. Responsible for the start up, operation, and shutdown of reactor and coordination and auxiliary systems including water, steam, electrical generation, switching, etc. Lead lower rated operators and may independently perform any station function related to the reactor process. Must be a Certified N Reactor Operator.

N NUCLEAR REACTOR PROCESS OPERATOR

Performs all floor operations associated with the N Reactor operational and shutdown activities including inspections, taking data, monitoring building service groups to ensure safety and operating continuity. May direct others

**APPENDIX A AGREEMENT(S) - RADIOLOGICAL CONTROL TECHNICIANS, SENIORITY GROUP 54A, IBEW LOCAL 984**

**GENERAL**

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).

Unless specifically identified herein all provisions of the 2009 WCH/ESH/HAMTC Labor Agreement remain applicable.

**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.**

**RCT TRAINEE**

Provide general assistance to radiological control personnel performing contamination and radiation control functions. As qualified, perform less complex monitoring, surveying and sampling on the project and its environs.

Must satisfactorily meet the training and qualification requirements.

**RCT**

Provide radiological control functions including, contamination and radiation exposure control, area posting, area radiological monitoring for control purposes, radiological release of materials, surface survey for radiological characterization, and track radiological exposures for access control. Duties may include working with routine and/or special detection equipment.

As assigned by the employer: perform special studies in the evaluation of radiological protection for personnel, environmental, or project areas; participate in area-specific radiological worker qualification and requalification programs; prepare and maintain records and documentation as required; and provide assistance in the preparation of radiation control documents such as RWP's, ALARA forms, and work procedures.

Must qualify and maintain RCT qualification in accordance with the terms of the RCT Training and Qualification Program.

**SRCT**

Provide radiological control functions including, contamination and radiation control, area posting, area radiological monitoring for control purposes, radiological release of materials, surface survey for radiological characterization, and track radiological exposures for access control. Duties may include working with routine and/or special detection equipment and will assist in the training of Trainees or RCTs.

As assigned by the employer: Perform special studies in the evaluation of radiological protection for personnel, environmental, or project areas; participate in area specific radiological worker qualification and requalification programs; prepare and maintain records and documentation as required; and provide assistance in the preparation of radiation control documents such as RWP's, ALARA forms, and work procedures.

Must qualify and maintain RCT qualification in accordance with the terms of the RCT Training and Qualification Program.

**SRCT LEAD WORKER ASSIGNMENT**

Formation and discontinuance of Lead Worker Assignment shall be the responsibility of Radiological Control Management based on need and performance.

If an SRCT in a Lead Worker Assignment position voluntarily moves to another project, the SRCT Lead Assignment Position shall not be moved with him/her.

An SRCT Lead Assignment Worker is a non-supervisory employee, without disciplinary authority, who works under minimum supervision, who regularly leads, instructs, and guides employees in the group or takes technical lead on special projects and/or programs in addition to performing the regular duties of an SRCT.

#### Temporary Lead Worker Assignments

A Temporary SRCT Lead Worker Assignment position is created by Radiological Control Management based on the needs of the project. Temporary Lead Worker Assignments shall be selected from the SRCTs employed by ~~WCH Eberline Services Hanford Inc. (ESH)~~.

For Temporary SRCT Lead Worker Assignment positions expected to last less than ninety (90) calendar days, management may appoint a temporary Lead Worker. Short-term Lead Worker Assignment positions exceeding the (90) calendar days will be reviewed jointly between ESH Operations manager or his designee and the IBEW Local 984 Business Manager or his designee.

Management shall appoint a relief as necessary for the Lead worker when the Lead worker is absent from his/her position.

#### Selection Process

Both Temporary and Long Term SRCT Lead Worker Assignment selection will be based on the following factors:

- RCT qualification
- SRCT status
- Attendance
- Technical knowledge
- Leadership capability
- Management recommendations

In addition to the above requirements, the Long Term SRCT Lead Worker Assignment shall require passing a Lead Board that will be made up of members of the Radiological Control Staff.

In the event the preceding factors are judged to be equivalent, seniority shall be the prevailing factor.

Once an SRCT has been selected for a Lead Worker Assignment, he/she must maintain RCT qualifications.

#### Review Board for Long Term Lead Worker Assignments

- Shall consist of four voting members and chaired by a representative of Radiological Control Management (non-voting); two managers/supervisors; and at least two SRCTs. The immediate manager (hiring) shall not sit on the board as a voting member.
- Shall review all qualification packets to ensure candidates meet the minimum requirements for the position.
- Shall conduct oral boards for qualified candidates to assess leadership abilities and technical knowledge.
- Shall provide a list of the candidates, in order of ranking, to the hiring manager for final selection.
- The immediate manager (hiring) and the Union Business Manager or his designee shall be permitted, at their discretion, to observe the board process. They shall not interact with the Board members or candidates at any time during the board process.
- If the hiring manager elects not to select one of the top two candidates the Review Board recommends, a meeting shall be set with the Review Board and observers, to include the business manager or a designated representative of IBEW Local 984, to review the hiring manager's

concerns. At this meeting the hiring manager will be expected to clearly present why one of the top two candidates should not be selected.

Qualification Packet

Those SRCTs interested in a long term Lead Worker Assignment may submit a qualification packet to the hiring manager.

The qualification packet shall contain the following:

- A letter of recommendation from an RCT supervisor and/or manager.
- A current personnel history record or resume.
- Additional letters of recommendation or commendation (optional).

Discontinuance of Long Term Lead Worker Assignment

When it is determined that a long term Lead Worker Assignment position is no longer necessary, the ESH Chief Steward of IBEW Local 984 shall be notified in writing of the discontinuance of the Lead Worker Assignment Position. Also, the employer will give the affected employee ten (10) calendar day's notice of the discontinuance of the technician's assignment. This notice will be in writing.

Compensation

SRCTs that are selected for Lead Assignments shall be paid at a rate of 5% above current SRCT rate.

## RCT/SRCT TRAINING AND QUALIFICATION PROGRAM

### 1.0 PURPOSE

The purpose of this program is to establish training requirements and methods for qualifying the technical competence of Radiological Control Technicians/Senior Radiological Technicians. The purpose of qualification is to assure that Radiological Control Technicians and Senior Radiological Control Technicians are fully qualified to perform their assigned duties in a safe and proficient manner.

### 2.0 SCOPE

This training and qualification program applies to all employees in Seniority Group 54A employed by ESHI.

### 3.0 GENERAL REQUIREMENTS

- 3.1 Entering Radiological Control Trainees shall have a high school diploma or equivalent with a minimum of one year of high school physical science. Biology and electronics training are desirable.
- 3.2 Employment for all employees in Seniority Group 54A shall be contingent upon meeting and maintaining the physical, and security clearance requirements as established by the Department of Energy or its designated representative. Personnel who fail to meet these requirements will be subjected to Section 3.7 of this Appendix A.
- 3.3 All RCT Trainees, RCTs, and SRCTs must qualify and must maintain qualification as a radiological worker. Qualification includes new hire orientation, completion of personal radiation exposure history, bioassay sample, in vivo examination, respirator fit, respirator training, and RCT/SRCT training. Personnel who do not qualify as radiological workers for any reason shall be subject to the provisions of Section 3.7 of this Appendix A.
- 3.4 Transfer from other job classifications within the RCCC to any level of Radiological Control Technician classification shall be considered to be the same as new hires for purpose of qualification and training.
- 3.5 All employees who are members of Seniority Group 54A in the Radiological Control Technician classification must, as a condition of continued employment, participate in a formalized training, examination, and qualification program, which, as a minimum, comply with all applicable Department of Energy (DOE), State, and Federal regulations. This training, examination and qualification 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 RCCC Radiological Training Advisory Group, of changes to qualification requirements, prior to such time as they are incorporated into the program. Modifications made to the training portion of the qualification program shall be at the discretion of the employer. However, the parties agree that if operational and/or regulatory requirements mandate a significant and substantial modification to the program, the parties agree that the impact, but not the implementation of such a modification, shall be a mandatory subject of bargaining. The parties also agree that appropriate times for bargaining relative to such a modification is during negotiations of the WCH/ESH/ HAMTC 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, a Radiological Control Technician shall:

- (a) Meet the qualification requirements every two years.
- (b) Maintain the qualification requirements on a continuing basis.
- (c) Be trained, examined, and qualified on all parts of the Radiological Control Technician's area of responsibility, including additional training and examination covering all new or revised responsibilities, as required.

- 3.6 Rescheduling of shift assignments may be necessary to complete required training.
- 3.7 An employee who fails to qualify or requalify in accordance with the provisions of this program or is otherwise disqualified shall be evaluated by the employer 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 the employer, is satisfactory. If these conditions are not met and no other options are available, the employee shall be removed from the payroll.
- 3.8 Individual study time will be provided in a classroom setting in a location designated by the employer during work hours, under the direction of supervisor or instructor will be provided. The topics, locations, and mode of study will be determined by the employer on an individual basis following a discussion with the employee. Provisions for adequate individual study time will be arranged in advanced of scheduling required examinations. In turn, employees will be expected to use the study time effectively and use their best efforts to achieve qualification.
- 3.9 An RCCC Radiological Technician Training Advisory Group will be established. The group will consist of Radiological Control management representatives and two employee representatives from Seniority Group 54A who shall be designated by the IBEW Local 984 Business Manager or his designee. Should an RCT or SRCT fail an examination, such employee may request a review with the group within 15 working days from the date of the failed examination. Additionally, the group will meet periodically to review training issues. The group functions in an advisory capacity on training issues with the final decision resting with the employer.
- 3.10 The probationary period for employees in seniority group 54A is six months. The probation period for transferees from elsewhere in the HAMTC bargaining unit will be in accordance with the terms of the WCH/ESH/ HAMTC Agreement.
- 3.11 Employees Promoted from the Bargaining Unit.  
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 an extension is mutually agreed upon in writing by the employer and the union.

#### 4.0 RADIOLOGICAL CONTROL TRAINEE INITIAL TRAINING

- 4.1 The Radiological Control Trainee program will be six 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 rotation for familiarization
- 4.2 During or upon completion of Part 4.1(a) of training, Trainees shall attain passing scores on the qualification examination covering academic topics and radiological control principles. A score of eighty percent (80%) overall is required for the written portion, and satisfactory for the overall oral portion of the examination.
- Failure of two (2) exams will be reviewed on a case-by-case basis by the employer to determine if the Trainee will be allowed to continue in the program. Under no circumstances will more than a total of three (3) examination failures be allowed. If the Trainee cannot meet the examination requirements within the, six (6) months time frame, the employee will be removed from the program and will be handled in accordance with the provisions outlined in Section 3.7 of this Appendix A.

- 4.3 During Part 4.1(b) of Training, the Trainee shall complete their practical training qualifying in all subject areas prior to completion of the program. If successful qualification in all subject areas cannot be obtained within the, this six (6) month period, the Trainee will be subject to the provisions outlined in Section 3.7 of this Appendix A.
- 4.4 During Part 4.1(c) of Training, the Trainee shall participate in learning the routine activities of the assigned areas. The Trainees may perform tasks they are qualified for as determined by the employer. Formal evaluations of Trainee performance during the rotation period will be performed by Supervision. If, upon completion of the rotation period, the Trainee has received unsatisfactory or marginal performance evaluations, these evaluations will be reviewed by the employer on a case-by-case basis to determine if the Trainee will be allowed to continue in the program. Such rotation and the employer review will be completed no later than six (6) months after the employee enters the Trainee classification. If the Trainee's performance is unsatisfactory, the Trainee will be removed from the program and will be handled in accordance with the provisions outlined in Section 3.7 of this Appendix A.

#### 5.0 ADVANCED STANDING RADIOLOGICAL CONTROL TECHNICIANS

- 5.1 Personnel who transferred from another Hanford DOE contractor and have passed that contractor's certification/qualification program will complete the requalification program as delineated in Section 6.0 within sixty (60) calendar days of transfer.
- 5.2 Personnel may be hired in the RCT/SRCT classification. Such individuals will normally have an academic degree in physical science (AA degree in Health Physics) or the equivalent of direct health physics experience.
- 5.3 New hired Technicians shall complete their initial qualification within four (4) months of initial employment. Such qualification shall include:
- (a) RCCC specific classroom academic training.
  - (b) practical on-the-job training and qualification
- 5.4 During or upon completion of Part 5.3(a) and 5.3 (b) of training, advance standing employees shall attain passing scores on the qualification examination covering academic topics, OJT training and radiation control principles. A score of eighty percent (80%) overall is required for the written portion, and satisfactory for the oral portion.
- Advance standing Technicians who fail the initial qualification examination will be given and will be re-tested at intervals not to exceed fifteen (15) working days. A passing score of eighty percent (80%) is required on the written portion and satisfactory for the oral portion. Failure of the third (3<sup>rd</sup>) attempt to qualify will subject the employee to the provisions of Section 3.7 of this Appendix A.

#### 6.0 REQUALIFICATION/QUALIFICATION PROGRAM - RCT/SRCT

- 6.1 Failure of an RCT or SRCT, whose seniority date in group 54A is September 30, 1982 or earlier, to recertify on the third attempt will result in a 10% reduction in his current wage rate until a passing grade is achieved. At no time will there be more than fifteen percent (15%) of group 54A employed by the Employer whose seniority date is September 30, 1982 or earlier that fail to requalify. All others will be subject to the provisions of 3.7 of this Appendix A. It is agreed that if the above arrangement impacts the operations, then the Union and the Employer will agree to discuss and resolve said impact.
- 6.2 RCTs and SRCTs will receive requalification training on Employer time every two (2) years.
- 6.3 Requalification/Qualification will consist of the following:
- 1. RCCC Specific Classroom Academic training for initial qualification only.

2. On-the-Job (OJT) Evaluations, either in a training setting or in an actual work situation.
  - A. Only the eleven (11) general OJTs are required.
  - B. The requalification program will include a qualification card listing required OJTs to be evaluated. The SRCT/RCT re-qualifying will select the supervisor (s) to evaluate each initial OJT. ESH management will designate the evaluator (s) if follow-up evaluations are required.
  - C. A Technician who fails a third (3<sup>rd</sup>) qualification attempt on any one OJT shall be subject to the provisions as outlined in Section 3.7. of this Appendix A.
3. A comprehensive exam will be given every two (2) years. A score of at least eighty-percent (80%) is required. A Technician who fails a third (3<sup>rd</sup>) exam shall be subject to the provisions as outlined in Section 3.7. of this Appendix A.
- 6.4 RCTs and SRCTs who fail the initial requalification exam will be given additional training study time, not to exceed fifteen (15) working days, and will be re-tested at intervals not to exceed fifteen (15) working days. Failure of a third (3<sup>rd</sup>) attempt to qualify will subject the individual to the provisions of Section 3.7. of this Appendix A.
- 6.5 Training and re-examination, upon return to work following an absence which has interfered with the employee's requalification schedule, will be tailored to the needs of each individual case of absence.
- 6.6 Technicians are expected to take no more than four (4) consecutive working days to prepare and take their biennial recertification exam.
- 6.7 Technicians who pass their biennial recertification exam no later than the second (2nd) day of their requalification process will receive a lump sum award of Seven Hundred Fifty dollars (\$750), within thirty (30) calendar days.

#### 7.0 SALARY PROGRESSION

- 7.1 A Trainee shall be hired at the start rate.
- 7.2 A Trainee, after six months, shall receive a progressive increase to the RCT start rate if their overall performance is satisfactory and they complete the requirements as specified in Section 4.0 of this Appendix A, Qualification Program. Upon receiving a satisfactory score and upon completing six months of training, as a Trainee, the individual will be reclassified as an RCT.
- 7.3 An individual hired into the RCT classification (e.g. AA degree in Health Physics) will be required to pass the initial qualification exam within four (4) months from the date he/she entered into the classification.
- 7.4 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 meets the qualification/requalification provisions as outlined in Section 6.0 of the Qualification Program. Such progression shall continue to the wage rate of an SRCT.

#### OVERTIME DISTRIBUTION PROCEDURE FOR RCTs

##### PURPOSE

This procedure establishes the manner in which overtime will be distributed among the Radiological Control Technician Personnel.

1. Distribution of Overtime
  - A. The word "technicians" is meant to include Senior Radiological Control Technicians and Radiological Control Technicians.

2. Eligible Employees

- A. Prior to qualification, newly hired Technicians will be placed on a separate overtime list. The intent of this list is for training purposes only. It is not intended to replace SRCTs or RCTs on these occasions. When a Technician becomes qualified, he/she will be placed on the applicable overtime list with the highest total hours.
  - i. Technicians recalled from the ROF status will also be placed on the overtime list with the average total hours of the applicable overtime distribution list.
  - ii. Technicians returning from a LOA or a temporary upgrade of thirty (30) calendar days or more will be placed on the overtime list with the highest total hours.
  - iii. Technicians returning from an absence due to medical reason, specifically, STD, LTD, or Plant Injury of greater than four (4) weeks, shall be placed on the overtime list at the average hours for the overtime group.
- B. Individuals who lack area/facility qualification may be assigned overtime at the supervisor's discretion based on the conditions outlined in the qualification section of this Appendix A.
- C. Radiological Control Trainees may be assigned to work overtime for training purposes. It is not intended to replace SRCTs or RCTs on these occasions.
- D. When a Technician is participating in the qualification/re-qualification 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 first and second days of rest for day shift personnel.

3. Overtime Distribution Records (Overtime Lists)

- A. Separate overtime lists will be maintained by management as indicated in paragraph (2) below.
  - i. Overtime hours will be recorded in terms of hours paid to the nearest full hour.
  - ii. Overtime lists will be kept current and brought up to date for posting in each office at intervals of approximately one week.
  - iii. Copies of overtime lists and availability lists will be furnished to the area stewards on a weekly basis
- B. The record of overtime hours paid will be a continuous running total from the effective date of this procedure. The overtime lists will be re-zeroed on the first regular workday of every calendar year. The new overtime list will be in the order of seniority. Technicians who permanently transfer from one overtime group to another will be placed on the overtime list with the average hours for that overtime group.
- C. Technicians with medical restrictions, as determined by the applicable medical authority, will not be offered overtime if the individual's ability to perform the work would be affected by the work restriction. Technicians with shift restrictions will not be offered overtime.
- D. 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 transfer group, then by decreasing seniority until the list is exhausted. Next, off duty shift Technicians will be considered in order of the overtime list.

4. Overtime Process

- A. For purposes of scheduling overtime an overtime week begins and ends at 7:30 a.m., Tuesday.
- B. Sign-up of Overtime

- i. 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 10:00 a.m. on Monday.
  - ii. 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.
  - iii. 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 month and may be canceled only in writing.
  - iv. Technicians working six (6) or more clock hours beyond their regular schedule may refuse overtime the following day without being charged. This provision is not applicable to first and second days of rest.
- C. A technician cannot work consecutive eight (8) hour overtime assignments without written ESHH-management approval.
- D. Overtime assignments will be made on the following basis:
- i. Overtime groups will consist of the following.
    - a Field Remediation and Waste Operations Projects
    - b Deactivate Decontaminate Decommission Demolish (D4) Project.
- E. Overtime will be offered as follows:
- i. Signed-up Technicians within the primary overtime group.
  - ii. Volunteers within the primary overtime group.
  - iii. Temporarily assigned Technicians from secondary overtime group.
  - iv. Signed-up Technicians within the secondary overtime group.
  - v. Volunteers within the secondary overtime group.
  - vi. Temporary / Contract RCTs
- F. Hold over, overtime less than or equal to two (2) hours may be filled at the job location. All other overtimes will be offered as indicated above.
- G. Technicians signed up for overtime will be charged for all overtime refused. If more than one (1) shift is signed up for 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.
- H. In the event the RCT is not at work, no attempt to contact a Technician will be made.
- I. Volunteers will not be charged for any overtime refused, but they will be charged with hours worked for any overtime they work.
- J. The employer is obligated to make a reasonable attempt at contacting the appropriate Technician for overtime.
- K. If multiple assignments are available, by three (3) hours before the end of each shift, the assignment with the greatest number of hours will be offered to the signed up Technician with the lowest accumulated overtime hours. Only one offering per shift shall be made. Overtime assignments requested after that time will be offered as they are received.

#### PROCEDURE FOR SHIFT ASSIGNMENT - SHIFT ROTATION

##### PURPOSE

This procedure establishes the manner in which personnel will be assigned and/or rotated on days and shift within each overtime group.

## SCOPE

This procedure applies to Senior Radiological Control Technicians and Radiological Control Technicians. Trainees may be assigned shift work for training purposes as determined by the manager.

1. Assignment to Work Shift
  - A. When an opening is imminent for a shift assignment, request for volunteers will be made by management. If no volunteers are forthcoming, assignment to shift work will be made to the qualified Technician with the lowest seniority. The most senior volunteers shall be given the first opportunity to fill openings.
2. Requests for Removal from Shift Work
  - A. A Technician who has been on a 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 day shift provided that the requesting employee must be more senior than the employee that would be displaced and that the displaced employee has been on day shift a minimum of twelve (12) months. The employee requesting assignment to day shift shall normally give thirty (30) days notice before being assigned to day shift.
3. Request for Assignment of Shift
  - A. A Technician who has been on straight days a minimum of 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 has more seniority 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) days notice before being assigned to shift.
4. Special Hardship
  - A. Special hardship cases, particularly those involving recommendations by a qualified medical authority 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
  - A. When circumstances permit, the employer will make a reasonable effort to give 10 days notice to Technicians being rotated or reassigned.
6. Voluntary Trades
  - A. If there are not written requests for assignment to shift (or days) on file, voluntary trades by Technicians between day work to shift work, and shift to shift are permissible and will be handled as individual cases subject to complete agreement among the individuals involved, union representation and the employer. 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 on shift.
7. Clarification
  - A. Requests for reassignment may not be submitted for specific assignment such as certain shift or certain work location, except as noted in paragraph 10.
8. Temporary Shift Assignments
  - A. Assign employees on a temporary basis ninety (90) calendar days to a standard shift.
  - B. Temporary shift assignments will be made based on the following:
    - i. Volunteers

- a at the work site
    - b within the overtime group
    - c within the company
  - ii. Lacking volunteers, the least senior employee within the overtime group will normally be assigned.
  - C. Temporary shift assignments exceeding ninety (90) calendar days will be reviewed between the WCH ESHH Operations Manager or his designee and the IBEW Local 984 Business Manager or his designee upon mutual agreement by both parties. A temporary shift may be extended ninety (90) calendar days. At no time may a temporary shift exceed one-hundred eighty (180) calendar days.
9. Records
- A. The following records, in line with this procedure, will be maintained by the employer:
    - i. Shift requests
    - ii. Consecutive periods of shift assignment
10. For the purpose of administering this procedure, the priorities for assignment to a specific shift are as follows: in staffing a new shift, the employer will announce to personnel the number of openings and assign employees to a specific shift based on seniority order. If an opening should occur on a specific shift the senior person in that overtime group will have first opportunity to fill the vacancy.
11. If a Technician is removed from shift as a result of staffing changes that Technician can volunteer for any shift opening within the Primary Assignment Group, regardless of the amount of time the displaced Technician has been on day shift.
12. The employer will determine the classification necessary for staffing shift positions.
13. Once qualified, a newly hired Technician is eligible for shift work.

#### IBEW LOCAL 984 PROPOSAL

#### BUMP PROCEDURE FOR WCH ESHH RADIOLOGICAL CONTROL TECHNICIANS

In addition to the terms and conditions set forth in other agreements and understandings pertinent to primary assignment groups and methods for filling job openings, a Radiological Control Technician may move from one primary group to another in accordance with the procedure outlined below.

1. Any RCT or SRCT who has been in a recognized primary assignment group for a minimum of twelve (12) months may request a bump to a different primary group. Replacement of the qualified RCT or SRCT will be in the following order: \*Note: Bumps may be requested only by fully qualified RCTs.
  - A. The qualified RCT or SRCT in the receiving primary group who is the most senior volunteer.
  - B. The least senior qualified RCT or SRCT in the receiving primary group with at least twelve (12) months continuous service in that primary group. In addition, to affect the bump, the qualified RCT or SRCT requesting the bump shall be senior to the RCT or SRCT being displaced.
2. The number of bump requests under the WCH ESHH Bump Procedure will normally be limited to no more than two (2) bumps into and two (2) bumps out of each primary group per six (6) month period. (Period 1 = January through June; Period 2 = July through December).
3. Shift rotation is covered by a separate agreement.
4. However, management reserves the right to further restrict bumps if the qualification level in a given primary group becomes unacceptably diminished.

5. In the event that an RCT is placed on a temporary assignment away from their primary assignment, that RCT shall not be replaced during his/her absence (exception: unless by bump procedure).  
Temporary assignments: an RCT may be loaned temporarily based on the need of that project up forty-five (45) working days. After 45 working days the temporary assignment may be extended an additional forty-five (45) working days with approval of the Business Manager of IBEW Local 984 and WCH ESHH management.

Temporary assignments will be filled by qualified RCTs on a volunteer basis first. Then, temporary assignments shall be rotated through RCTs.

6. The WCH ESHH Primary Groups will be as follows:
  - A. Field Remediation and Waste Operations Projects
  - B. Deactivate Decontamination Decommission Demolish (D4) Project

**APPENDIX A AGREEMENT - MATERIAL COORDINATOR, SENIORITY GROUP 056, PACE  
LOCAL 8 -369**

Job Description

Using engineered specification develops descriptions for procurement action of materials, parts and minor equipment as required. Such work may include the preparation and processing of material withdrawal requests (MWR), field material requisitions (FMR), maintenance of files for MWR's, FMR's purchase orders, status reports, and associated information. May also assist in the control of warehouse inventory, staging and turnover processes, excessing tools, and materials, arranging for incidental cash purchases and other work related to material ordering, expediting and status. May -develop material and equipment lists. May maintain control of locked storage yards, including inventory, transfers, proper marking and identification of material and storage (bins/racks); coordinate project need dates with material delivery dates; provide material status reports; maintain files on drawings catalogues, requisitions, requests, etc. May perform material cost estimates and other related work, request of procurement, the status of requisitions; and provide research for potential supplier sources. May be requested by management to provide training of others. Will utilize the procurement tracking system (PTS) in the performance of this work.

**APPENDIX A AGREEMENT(S): INDUSTRIAL HYGIENE TECHNICIANS, SENIORITY GROUP 062, IBEW LOCAL 984**

**JOB DESCRIPTION**

Perform Industrial Hygiene tasks as assigned by IH Project management. Also perform Industrial Hygiene tasks as established within current WCH procedures and sample plans:

Roles and responsibilities of IHTs:

- Perform Industrial Hygiene tasks including personal air sampling and direct monitoring to measure employee's exposure to hazardous substances in accordance with established RCC policies and procedures.
- Perform site characterizations and walk downs to provide input to identify existing and potential IH hazards.
- Establish IH boundaries when required by RCC policies/procedures (signs/rope).
- Brief/support Field Project personnel as necessary to support compliance with IH work documentation regarding PPE, labeling requirements, respiratory protection, engineering controls, air monitoring, and work practices.
- Maintain, control, and issue respiratory protection equipment which includes, but is not limited to, face pieces, PAPRs, and operate Bottle Cart as appropriate.
- Participate in preparing sample plans, JHA development, and other work plans to provide an appropriate level of IH coverage for work activities, and special projects.
- Participate in writing/revising OJTs, procedures or work instructions for IHT work.
- Support training of other IHTs when assigned by IH Supervision.
- Complete all site specific training and assigned OJTs.
- Maintain and control Industrial Hygiene Equipment.
- Database entry of field records and documentation of IH surveys.
- Assist in research of new Industrial Hygiene equipment and technologies.

**JURISDICTION**

Work as described in the above Job Description is agreed to be the sole jurisdiction of the IHTs of IBEW Local 984 and may not be transferred to another group (bargaining or otherwise).

**OVERTIME**

This procedure establishes the manner in which overtime will be distributed among the Industrial Hygiene Technician personnel.

IHTs are eligible to work overtime if they are qualified for the tasks to be performed. There will be one (1) site wide distribution list for IHTs.

- I. Overtime Distribution Records (Overtime Lists)
  - A. Overtime hours will be recorded in terms of hours paid to the nearest full hour.
  - B. Overtime lists will be kept current and brought up to date for posting in each office at intervals of approximately one week.
  - C. Copies of overtime lists and availability lists will be furnished to the area stewards on a weekly basis.

D. The record of overtime hours paid will be a continuous running total. The overtime list will be zeroed on the first regular workday of every calendar year. The new list will be in the order of seniority.

E. The company will keep track of and call out the scheduled overtime.

## 2. Distribution of Overtime

A. During a day of rest, Technicians with the lowest overtime hours will be asked first to fill the overtime request. When overtime is requested during a regularly scheduled workday, IHTs will be offered overtime in the following manner: the IHT with the lowest overtime hours working at the work location where the overtime exists will be offered the overtime first. Offers will continue in ascending order of overtime.

B. If the Technician with the lowest hours refuses overtime, they will be charged for the total hours refused. The next Technician with the lowest hours will then be asked and continue in ascending order on the overtime list until the overtime request is filled.

## 3. Eligible Technicians

A. Technicians recalled from the ROF status will also be placed on the overtime list with the average total hours of the applicable overtime distribution list.

B. Technicians returning from an absence due to medical reason, specifically, STD, LTD, or Plant Injury of greater than four (4) weeks, shall be placed on the overtime list at the average hours for the overtime group.

C. 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 transfer group, then by decreasing seniority until the list is exhausted. Next, off duty shift technicians will be considered in order of the overtime list.

D. Technicians with medical restrictions, as determined by the applicable medical authority, will not be offered overtime if the individual's ability to perform the work would be affected by the work restriction.

### ASSIGNMENT TO WORK SHIFT

If an opening for a shift assignment occurs, volunteers will be requested from the entire seniority group. The most senior volunteer shall be given the first opportunity to fill the opening, provided that the volunteer is qualified to perform the work. If there are no volunteers then the lowest senior Industrial Hygiene Technician will be assigned to the shift.

### LEAD WORKER CLASSIFICATION

This position is established to provide support to the project, IHT Management, and supervision. Lead workers formation and discontinuance shall be the responsibility of IHT Management based on need and performance.

An IHT Lead Worker is a non-supervisory employee, without disciplinary authority, who works under minimum supervision, who regularly leads, instructs, and guides employees in the group or takes technical lead on special projects and/or programs in addition to performing the regular duties of an IHT. All things being equal, seniority will be the deciding factor.

A Lead IHT worker shall be paid at a rate of 5% above current top IHT scale.

### TEMPORARY LEAD WORKER ASSIGNMENTS

A Temporary IHT Lead Worker Assignment position is created by IHT Management based on the needs of the project. Temporary IHT Lead Worker Assignments shall be selected from the IHTs employed by WCH Eberline Services Hanford Inc. (ESII).

Temporary IHT Lead Workers assigned in that role for greater than 90 calendar days shall be upgraded into the Lead Worker Classification.

Management shall appoint a relief as necessary for the Lead worker when the Lead worker is absent from his/her position for greater than or equal to one day.

**APPENDIX "A" AGREEMENT(S): INSTRUMENT SPECIALISTS, B-18, LOCAL #77, IBEW**

Attached please find copies of the job definitions and shift rotation procedure for Instrument Specialists, Seniority Group B-18.

The Employer -Instrument craft apprentices will be able to receive on-the-job instruction on the plant, when appropriate, under the direction of the Employer Instrument specialists on a rotational basis.

**JOB DEFINITION**

**INSTRUMENT SPECIALIST - SENIORITY GROUP B-18**

Perform application work involving all types of adaption and installation of highly complex instruments, control systems, and related equipment. Devise multiple instrument assemblies and improvise temporary equipment. Work from sketches, prints or oral instructions. Direct others.

**APPENDIX "A" AGREEMENT(S) - PRINTING, DUPLICATING AND REPRODUCTION, BCSR,  
SENIORITY GROUP B-19, LOCAL 280, OPERATING ENGINEERS**

Attached are job definitions for Printing, Duplicating and Reproduction personnel listed in Seniority Group B-19.

**JOB DEFINITION**

**SENIOR REPRODUCTION LEADER**

A working leader. Responsible for all phases of printing and reproduction work.

**REPRODUCTION I**

As assigned, performs all phases of reproduction and duplicating work, including set up and operation of offset presses and copy camera operation to produce offset half-tone and line negatives. Directs others.

**REPRODUCTION OPERATOR LEADER**

Perform all shop work of Reproduction Operators and direct the efforts of others assigned to a job (usually not less than 5 employees) who operate reproduction equipment including, but not limited to: multilith, paper cutting and folding and embossograph machines, negative and print preparation and all other operations associated with general reproduction work.

**REPRODUCTION OPERATOR**

Perform a wide variety of reproduction work such as set up and operate various models of multilith machines, embossograph machine, microfilm machines, wire stitcher, back stitcher, paper drill and other off set in combination with Xerox and other office type duplicating equipment. May perform other related work as assigned and direct others.

**COPY CAMERA OPERATOR**

Perform all phases of copy camera work, which may include duties for printing or Engineering reproduction duties such as, but not limited to prepare film negatives, film positives, half-tones, line negatives, lithographic plates, negative striping, enlargements and reductions. Perform all related work, including general reproduction work when required.

**STOCK ATTENDANT - BINDERY OPERATION**

Perform bindery work in the print shop as assigned including setup and operation of power paper cutters, paper folders and paper drills of varying sizes and capacities and a power perforator/scoring machine, and perform functions such as maintenance of a vast inventory of paper stock and other bindery supplies. May perform other related printing, reproduction and duplicating work.

**APPENDIX A AGREEMENT**  
IAFF, Local 1-24

The Employer recognizes the seniority group listed below, along with shift arrangements, vacation scheduling and other conditions of employment that are presently in the WHC Appendix A specific to the group. At the time the Employer populates this group, the current Appendix As shall become applicable.

<u>GROUP NUMBER</u>	<u>SENIORITY GROUP</u>
041	<u>Firefighters</u> Fire Department Paramedics Firefighter Paramedics Firefighter Area Firefighter Platoon Firefighter Area EMT Firefighter Platoon EMT

**APPENDIX A AGREEMENT**  
IBEW Local #77

The Employer recognizes the seniority groups listed below, along with shift arrangements, vacation scheduling and other conditions of employment that are presently in the WHC Appendix A specific to the group. At the time the Employer populates this group, further clarification of the Appendix A may be required.

<u>GROUP NUMBER</u>	<u>SENIORITY GROUP</u>
021	Linemen Assistant Linemen Head Groundmen Groundmen
22A	Substation Operators
22C	Substation Electricians
22D	Meter Relay Technicians
B13	Instrument Worker - Computer Service
B22	Communication Specialists
B59	Switchboard Operators Switchboard Operator Seniors

1. Employees Promoted from the Bargaining Unit

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 180 cumulative calendar days outside the bargaining unit. Should that time be exceeded, the employee's seniority shall remain frozen on the 180th calendar day, until the employee either returns to the bargaining unit (through the posting process only), or the employee leaves the employ of the Employer, at which time the employee's seniority shall be extinguished.

2. Instrument/Electrical Appendix "A" Agreement

The Employer agrees to recognize understandings regarding the -Instrument/Electrical Appendix "A" Agreement on Work Assignment and Cross Jurisdiction between Westinghouse Hanford Company and HAMTC.

**APPENDIX A AGREEMENT**  
Machinists, Local 1951

1. Both the Employer and the Council recognize the seniority groups listed below as being within the jurisdiction of the International Association of Machinists and Aerospace Workers. The job duties as described in the current Westinghouse Hanford Company Appendix A, and specific to that group including conditions of employment as they exist in the Appendix A shall be recognized. Although both parties realize that there may not be a manning of these positions at the current time, the Employer agrees that at such time as the job duties as described in any of the positions listed below is populated, that the International Association of Machinists and Aerospace Workers shall have jurisdiction. Any clarification that may be required regarding Appendix A matters will be discussed prior to the time of population

<u>GROUP NUMBER</u>	<u>SENIORITY GROUP</u>
006	Helicopter Maintenance Technicians
029	Locksmith and Safemasters Locksmith and Safemaster Apprentices
039	Machine Shop Stock and Tool Attendants Stock and Tool Attendants
055	Auto Body Repair/Painters

2. Populating Shifts. Employees who may be required to work shifts shall be selected by seniority, with the most senior volunteer getting first preference, and lacking volunteers the least senior employee within the work group shall be assigned.
3. Local Union # 1951 Machinists in Seniority group 049 shall automatically progress to the top rate of R&D Machinist in three six-month increments; each six month step to include the appropriate incremental pay rate increase indicated in the current Appendix A wage rate schedule.
4. All overtime work by R&D Machinists, Journeyman Machinists and Apprentice Machinists shall be performed with no less than two employees present during the time of work. If it is required in a satellite shop that a machinist work overtime, he shall not be permitted to work without another employee of WCH BHH in close proximity to the work.
5. Jobs which are considered as preferenced jobs, such as satellite shops within a transfer group, shall be offered by seniority to employees within that classification.
6. The Employer recognizes the letter dated July 15, 1985 between IBEW and IAM & AW regarding work station maintenance employees.

**APPENDIX A AGREEMENT**  
PACE, Local 8-369

The Employer recognizes the seniority groups listed below, along with shift arrangements, vacation scheduling and other conditions of employment that are presently in the WHC Appendix A specific to the group. At the time the Employer populates this group, further clarification of the Appendix A may be required.

<u>GROUP NUMBER</u>	<u>SENIORITY GROUP</u>
031	Cement Finisher - Plasterer - Journeyman Cement Finisher - Plasterer - Trainee
036	Laundry Operators (Process) Laundry Assistants (Process) Laundry Workers
053	Metal Operators Chief Metal Operators Metal Operator Journeyman Metal Operator Trainees
060	Laboratory Workers Senior chemical Technologists Chemical Technologists
B-00	Operations Personnel Data Entry Personnel Data Center Lead Personnel Operations Lead Tape Librarian Couriers

**APPENDIX A AGREEMENT**  
Operating Engineers, Local #280

1. The Employer recognizes the seniority groups below, that are presently listed in the WHC Appendix A specific to the group. At the time the Employer populates this group, the applicable Appendix A agreements will be included.

<u>GROUP NUMBER</u>	<u>SENIORITY GROUP</u>
002	Locomotive Engineers Conductors Switchmen
010	Diesel Electric Locomotive Mechanics
012	Trackmen Track Inspectors Track Equipment Operators

**APPENDIX A AGREEMENTS**  
Employees Promoted from the Bargaining Unit

The language below regarding employees promoted from the bargaining unit shall apply to the following affiliates:

- Boilermakers Local 242
- Carpenters and Millwrights Local 2403
- Operating Engineers Local 280
- Insulators Local 120
- Machinist Local 1951
- Painters Local 1789
- Plumbers/Steamfitters Local 598
- Sheetmetal Workers, Local 66
- Teamsters Local 839

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 Union Representative mutually agree to extend the six (6) month time limit.

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