

ARTICLE I

UNION RECOGNITION

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

Tentative Agreement

ARTICLE II

MANAGEMENT RIGHTS

Boo [unclear] 4/4/13
Ohm [unclear] 4/4/13
R. Connelly 4/4/13

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

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ARTICLE III

UNION SECURITY/DUES CHECK-OFF/UNION REPRESENTATION

R. J. Connelly 1/11/13
[Signature] 1/11/13
[Signature] 1/11/13

1. Payment of Union Membership Dues

A. All employees in the bargaining unit shall, as a condition of continued employment, become a member of the appropriate union affiliated with the Council and pay union dues within thirty (30) days of date of employment.

1) Employees who are members of a union affiliated with the Council shall continue to pay membership dues to such union, through the Council, as a condition of employment while in the bargaining unit and on the active payroll, and while remaining a union member. Employees within the bargaining unit who become members of a union affiliated with the Council shall pay after thirty (30) days continuous service, membership dues (including initiation fee, if any) to the appropriate union through the Council, as a condition of employment while in the bargaining unit and on the active payroll and while remaining a union member. In no event shall the membership dues (including initiation fee, if any) exceed the amount specified in the Constitution and/or Bylaws of the appropriate union and uniformly required.

a) No employee shall be required to pay, as a condition of employment while in the bargaining unit, any union membership dues covering any period during which the employee was not in the bargaining unit or was not on the Employer's active payroll.

b) Any employee required to pay membership dues, or initiation fee, as a condition of employment, who fails to tender the initiation fee or periodic dues uniformly required, shall be notified in writing of his delinquency. A copy of such communication shall be mailed by the Council to the Director, ~~Industrial Relations~~ Labor Relations, not later than five (5) days prior to a request that the Employer take final action on a delinquency.

2. Dues Deductions

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

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

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- B. Subject to applicable law, any such authorization shall be revocable by the individual employee as described in the form of authorization agreed to by the parties.
- C. Deductions will only be made from the wages of employees who have executed and delivered to the Employer a written authorization in the agreed form.
- D. Indemnity Agreement

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

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

3. Remittance and Statement to the Council

The Employer shall furnish to the Council the following data:

- A. On or before the fifteenth (15th) day of each month:
 - 1) The total amount of monthly dues (and initiation fees, if any) deducted from earnings payable on the first payday on the month, listed by craft.
 - 2) The name, payroll number and craft of, and amount contributed by, each employee from whose wages such deductions were made.
 - 3) The Employer shall, at the same time, forward to the Council its checks covering the amounts shown on or before the last day of each month:
 - a) The total amount of such monthly dues, if any, deducted for each craft from earnings payable on paydays subsequent to the first payday of the month listed by craft.
 - b) The name, payroll number and craft of, and amount contributed by each employee from whose wages such deductions were made.
 - c) The Employer shall forward to the Council its checks for the appropriate amounts.

4. Union Representation

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

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

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

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

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

The number of stewards, certified at the time of the signing of this agreement, shall be established or changed by mutual agreement between the Council and the Employer. ~~The number of steward positions that have been agreed upon between FH CHPRC and HAMTC are identified in the April 23, 2007~~ February 7, 2012 Stewards List. HAMTC will provide the Employer an official listing of stewards for all affiliates on a monthly 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. ~~This is not intended to restrict the stewards' ability to effectively and fairly represent employees covered by this agreement, nor to adversely impact the effectiveness and efficiency of operations.~~

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

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QEM 3/14/12
WBR 3/14/12
RRC 3/14/12

ARTICLE IV

NON-DISCRIMINATION

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

ARTICLE V

JURISDICTION

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

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

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ARTICLE VI

HEALTH AND SAFETY

Bico Eyo 2/28/13
Rhonda Connolly 2/28/13
JE 2/28/13

1. The Employer will provide safety inspections, first aid service and safety and radiation protection equipment to minimize accidents and health hazards to the employees at the plant during the hours of their employment. The Council agrees to cooperate with the Employer to the end that employees will use any required safety equipment when so provided and observe such safety and health regulations as prescribed by the Employer.
2. The Employer will set up a safety committee for the ~~Hanford Plant~~ PRC and employees will be asked to serve on the committee for a fixed period of time. The Council shall designate, to serve on the committee ~~in an advisory capacity~~, a number of employees equal to the number of Employer designees. The committee will meet at least once monthly. The Employer will, upon request, provide the Council minutes or reports of the safety committee meetings as prepared for distribution.
3. The Employer will provide for periodic medical examinations of all employees. Employees may discuss their examinations with the examining doctor. All employees covered by this Agreement will comply with safety rules and regulations established by the Employer and/or DOE covering work performed under this Agreement.
4. When an employee is involved in any industrial accident, which may include that combines both personal injury and radioactive and/or chemical exposure or contamination, the employee's pay is continued up to the time of his release from the ~~300 or other Area~~ any locations in which the employee undergoes prescribed decontamination/medical procedures. If the employee is released from an his area prior to the end of his regular shift, he is continued in a pay status until the end of such regular shift, unless overtime premiums are involved. When in such situations the employee is directed to report to the site occupational medical facilities in ~~Richland, the Kadlec Hospitals,~~ or the whole ~~B~~body counter, he will be continued in a pay status until the end of his regular shift. If he is released from the aforementioned facilities 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 these facilities. In no event will he receive more than the equivalent of eight (8) hours pay at his straight time rate for time commencing with his leaving his area location and ending with his release from the facilities mentioned above.
5. The parties hereto recognize that the principles of ALARA will be applied to personnel exposure such that occupational radiation exposures are maintained as low as reasonably achievable, consistent with the requirements of the job and interests of the affected employees. The Department of Energy's dose limits shall provide the framework for managing personnel exposures. Consistent with this principle, the Employer will establish administrative dose control levels for all employees. The control levels will start at an annual level of 500 mrem total effective dose equivalent (TEDE) and will require progressively increasing effort, review, and approval to exceed or extend as follows:

| <i>Administrative Control Levels</i> | | | | |
|---|---|--|--------------------------------|---|
| Maximum Equivalent Dose (Annual), mrem | | | | |
| TED | Effective Dose to the Skin and Extremity^(c) | Effective Dose to the Lens of Eye^(c) | Any Organ^(c) | Approval Required to Exceed This Level^(a) |
| 500 | 15,000 | 4,500 | 15,000 | Level 3 Project/Activity Line Manager & RCM ^(b) |
| 1,000 | 22,500 | 6,750 | 22,500 | Level 2 Project/Activity Line Manager & CHPRC Radiation Protection Director |
| 1,500 | 30,000 | 9,000 | 30,000 | CHPRC VP of SHS&Q |
| 2,000 | | | | DOE-RL Site Manager |
| Age x 1,000 = lifetime total effective dose (TED) | | | | Level 1 Line Manager & RCM |
| (a) Approvals are sequential. | | | | |
| (b) RCM = Project Radiological Control Manager with concurrence of the CHPRC Radiation Protection Director. | | | | |
| (c) The values are based on the deterministic limit and are calculated as committed doses. | | | | |

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

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

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

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

~~The commitment and intent of the HAMTC Safety Representative Program shall continue by the Employer and HAMTC. Consistent with the roles and responsibilities provided for in the attachment of CHPRC-O800088 letter from CHPRC to HAMTC dated September 30, 2008, and during times of safety related incidents, investigations, critiques, evaluations and major assessment activities which may affect HAMTC related represented employees, the Employer will endeavor to ensure to request HAMTC sSafety rRepresentative participation.~~

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The Employer is committed to fund HAMTC Safety representatives positions consistent with the work scope covered under the Employer's contract with the Department of Energy (DOE), as well as fund the HAMTC VPP Coordinator and/or the HAMTC Health Advocate positions while employed by the Employer CHPRC.

The parties recognize that there may be changes in work scope, work assignments, and/or completion of specific projects consistent with work covered under the Employer's contract with the Department of Energy (DOE), which may affect the number of safety representative position identified in the CHPRC-0800088 letter and attachment these funded positions maintained by the CompanyEmployer. In the event of such changes, the parties will meet to discuss the appropriate impacts.

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

A key to this partnership is worker involvement at a level that inspires ownership of the Employer Company/site safety programs. This ownership will be built through active participation in safety-related work groups, work planning, workplace committees, and councils, where our workforce and

per WBE BEM

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management collaborate to prevent and/or resolve safety issues. HAMTC will provide employee representatives for such working groups, committees and councils, to provide valuable field input and worker perspectives. The arrangement for HAMTC participation on all committees will be through the Council President.

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

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

8. Continuous Wearing of Respiratory Protection

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

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

~~March 30, 2007~~

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

~~Dear Mr. Molnaa:~~

~~LETTER OF UNDERSTANDING~~

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

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

~~Respectively,~~

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

~~mai~~

~~Concurrence:~~

~~Date: _____~~

~~David E. Molnaa, President
Hanford Atomic Metal Trades Council~~

Fluor Hanford
PO Box 1000
Richland, WA 99336

phone
fax

FLUOR

Memorandum

To: J. H. Hanna
From: L.K. Trent
Date: February 28, 1997
Subject: ~~HAMTC REPRESENTED WORKER
WITHIN THE SAFETY
ORGANIZATION~~

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

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

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

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

April 1, 1997

Mr. Gary L. Muth, President _____
Hanford Atomic Metal Trades Council _____
P.O. Box 898
Richland, Washington 99352

Dear Mr. Muth:

~~HEALTH AND SAFETY COMMITMENT~~

~~Fluor Daniel Hanford, Inc., (FDH) is committed to partner with the Hanford Atomic Metal Trades Council (HAMTC) in the area of health and safety. Worker protection is the common ground that FDH and HAMTC agree to work together for the betterment of Project Hanford and the workplace.~~

~~A key to this partnership is worker involvement at a level that inspires ownership of the site safety program. This ownership will be built through active participation in safety-related work groups, committees, and councils and in working together to resolve safety issues. HAMTC will review existing committees and place appropriate labor participants on these committees. As the parties progress in the development of a single site safety program, HAMTC will provide employee representatives at various meetings and working groups to provide valuable field input and worker perspectives. During times of incidents, investigations, and major assessment activities, FDH and the major subcontractors (MSC) will include HAMTC's safety representatives. The arrangement for HAMTC participation on all committees will be through the Council President.~~

~~FDH and the major subcontractors recognize the value of employee based natural work groups and foster communication and input process into safety-related issues at all levels in the organization. FDH and MSCs will work to ensure every employee has an avenue to provide input into the safety program. As part of the President's Zero Accident Council, the bargaining unit representatives participate as the subcontractors' employee safety representatives. The employee safety representatives are members of MSC Company Zero Accident Councils. These company/employee councils are formed from Employee Safety Advocates from Facilities or Area Zero Accident Councils. The Facility/Area Zero Accident Councils are made up of members of the natural work groups (bargaining and nonbargaining). This structure for Zero Accident Councils ensures free communication through Employee Safety Advocates and the ability to partner with management at all levels in the organization to identify and resolve safety issues. Through the network of Employee Safety Advocates, the ability to every employee's safety concern to be heard at the appropriate level in the organization is maintained.~~

~~Gary Muth, President~~

~~Page 2~~

~~April 1, 1997~~

~~FDH and MSCs also commit to working with HAMTC to define involving the workforce in the evaluation of work hazards using the Job Hazards Analysis tools, evaluations of the workplace, and input on the development of workplace safety policies, rules, and procedures.~~

~~Very truly yours,~~

~~s/J. H. Hanna~~

~~J. H. Hanna, Director
Industrial Relations~~

Jde

Date

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

HEALTH AND SAFETY COMMITMENT

Dear Mr. Molnaa:

CH2M HILL Plateau Remediation Company, Inc., (CHPRC) is committed to partner with the Hanford Atomic Metal Trades Council (HAMTC) in the area of health and safety. Worker protection is common ground that CHPRC and HAMTC agree to work together for the betterment of our shared workforce and workplace. A number of initiatives have been and are being developed within the Plateau Remediation Project Contract and coordinated among the Hanford Employers to ensure worker involvement in the safety process. This involvement includes worker participation in the development of safety program elements, review of safety issues in the work place, participation in work activities consistent with the principles of worker involvement, the Voluntary Protection Program and the Integrated Safety Management System.

A key to this partnership is worker involvement at a level that inspires ownership of the site safety program. This ownership will be built through active participation in safety related work groups, work planning, workplace committees, and councils, where our workforce and management collaborate to prevent and/or resolve safety issues. HAMTC will review existing committees and recommend appropriate labor participants on these committees. As the parties progress in the development of a single site safety program, HAMTC will provide employee representatives at various meetings and working groups to provide valuable field input and worker perspectives. The arrangement for HAMTC participation on all committees will be through the Council President, subject to approval by CHPRC.

The commitment and intent of the HAMTC Safety Representative Program shall continue by the Employer and HAMTC. Consistent with the roles and responsibilities provided for in CHPRC O800088 attachment letter from CHPRC to HAMTC dated September 30, 2008, and during times of incidents, investigations, critiques and major assessment activities, CHPRC the Employer will request HAMTC safety representative participation.

The parties recognize that there may be changes in work scope and/or completion of specific projects consistent with work covered under the Employer's contract with the Department of Energy (DOE), which may affect the number of safety representatives. In the event of such changes, the parties will meet to discuss the appropriate impacts.

The Employer CHPRC and its major subcontractors recognizes the value of employee-based natural work groups and foster communication and input processes to address safety related issues at all levels in the organization. In order to ensure that every employee's safety concern is heard at the appropriate level in the organization, the Employer CHPRC will make certain work to ensure every employee has an avenue to provide input into the safety program, which encourages free communication, without fear of reprisal. These avenues include the President's Zero Accident Council, where the bargaining unit representatives participate as the subcontractors' employee safety representatives, the CHPRC Zero Accident

~~Councils, HAMTC Safety Representatives, Health Advocates, management open door policy, employee concerns program, safety logs, and Stop Work Responsibility.~~

~~Our mutual desire for the safety of our workforce provides multiple opportunities for HAMTC and management at all levels in the organization to effectively partner, identify, and resolve safety issues. Through the network of Employee Safety Advocates, the ability to every employee's safety concern to be heard at the appropriate level in the organization is maintained.~~

Respectfully,

T. L. Vaughn
Safety, Health, Security, and Quality

Tentative Agreement

REC 4/2/13

Bice Eng 4/2/13

Remold 4/2/13

ARTICLE VII

HOURS OF WORK AND SHIFTS

1. Employees are classified as either:

A. Straight day workers, or

B. Shift workers:

2. Standard hours of work and standard schedules:

A. Straight Day Schedule:

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

6:00 am to 2:30 pm
30 minute lunch

6:30 am to 3:00 pm
30 minute lunch

7:00 am to 3:30 pm
30 minute lunch

7:30 am to 4:00 pm
30 minute lunch

7:45 am to 4:30 pm
45minute lunch

8:00 am to 4:30 pm
30 minute lunch

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

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

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

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

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

Standard Eight Nine (8/9) Day Work Schedules

| <u>Site Preferred Schedules</u> | | | | | |
|--|--|------------------------------------|---|---------------------------------------|---|
| Shift No. | Hours of Work | Time Worked | Meal Period | Days Of Work | Workweek Begins |
| <u>EN600</u> | <u>6:00a-3:30p</u> <u>6:00a-2:30p</u> | <u>9</u> <u>8</u> | <u>30</u> <u>minutes</u> | <u>M-TH</u> <u>F</u> | <u>Friday</u> <u>10:00a</u> |
| <u>EN700</u> | <u>7:00a-4:30p</u> <u>7:00a-3:30p</u> | <u>9</u> <u>8</u> | <u>30</u> <u>minutes</u> | <u>M-TH</u> <u>F</u> | <u>Friday</u> <u>11:00a</u> |
| <u>Site Non-preferred Schedules</u> | | | | | |
| <u>EN630*</u> | <u>6:30a-4:00p</u> <u>6:30a-3:00p</u> | <u>9</u> <u>8</u> | <u>30</u> <u>minutes</u> | <u>M-TH</u> <u>F</u> | <u>Friday</u> <u>10:30a</u> |
| <u>EN730*</u> | <u>7:30a-5:00p</u> <u>7:30a-4:00p</u> | <u>9</u> <u>8</u> | <u>30</u> <u>minutes</u> | <u>M-TH</u> <u>F</u> | <u>Friday</u> <u>11:030a</u> |
| <p>*The Site preferred schedule **Changing a group's shift arrangement for the eight nines shift from the Site Preferred schedule shall require mutual agreement between the parties. <u>*Assignment to these schedules require mutual agreement between the parties, unless employee(s) volunteer to staff this schedule.</u></p> | | | | | |

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

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

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

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

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

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

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

C. Four Ten Straight Day Schedule

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

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

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

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

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

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

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

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

Graveyard: 11:30 p.m. to 8:00 a.m.
30 minute lunch

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

Employees schedule to rotate between days, graveyard, and swing shift to provide coverage twenty-four (24) hours per day, Monday through Friday. Hours of work:

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

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

Graveyard: 11:30 p.m. to 8:00 a.m.
30 minute lunch

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

Employees scheduled to rotate between days and swing shift to provide coverage sixteen (16) hours per day, Monday through Friday. Hours of work:

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

Swing: 3:30 p.m. to 12 Midnight
30-minute lunch

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

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

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

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4:00 pm and 6:00 pm
REC
82
DEM

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

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

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

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

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

~~A 12 hour rotating standard shift is as follows: The shift shall start between the hours of 5:30 am and 7:00 am and will include a one-half (1/2) hour unpaid lunch period per shift. The employees will work on a schedule made up of day shifts and night shifts: A, B, C and D. The employer will determine the exact beginning and ending times and will advise the union. The workday will begin at a time selected by the employer and will end twenty-four (24) hours later. The workweek will begin at the time the Monday workday begins and will end one hundred sixty-eight (168) hours later. The Employer will notify the Union at least five (5) working days before commencement of a 12 hour rotating shift schedule.~~

3. Uniform Special Shifts

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

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

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

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

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

Graveyard: 11:30 p.m. to 8:00 a.m.
30 minute lunch

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

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

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

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

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

4. A "Straight Day" employee is one who is regularly scheduled to start work after 6:00 am and end work before 6:00 pm exclusive of overtime. A "Straight Day" employee normally works Monday through Friday, but this may vary. Such shift variations made effective subsequent to the effective date of the Agreement are subject to the provisions of Section 5 below.

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

6. All new special shifts and schedules will be negotiated with the Council. It is specifically understood and agreed that the Council will not arbitrarily or unreasonably withhold its ratification of, or concurrence with, special shifts and schedules established or proposed by the Company. ~~If denied, the Council will provide in writing its reasons for not agreeing to new special shifts and schedules proposed by the Company.~~ ^{all for} If within ~~three (3)~~ Four (4) ^{OKM} working days (excluding Fridays, Saturdays, Sundays and facility closure days) from the date a new special shift/schedule is proposed by the Company, the Council fails to provide either its approval or a written justification for denial, the Company may implement the shift/schedule without incurring penalty.

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7. ~~Unusual conditions may require the e-~~ Employees may be assigned for a temporary period to a standard shift, which does not rotate, or to standard shifts not rotating more than once a week, or ~~and~~ which include segments of rotating shifts (i.e. swing or graveyard shift). Such assignments do not constitute shift changes, which require negotiations with the Council, provided advance notice of at least forty-eight (48) hours is given to the employees involved. Employees will not receive more than one (1) notice of shift change in any forty-eight (48) hour period. Except in cases where an employee may be assigned to substitute temporarily for an absent employee, a change in shift assignment will be for a minimum of one (1) workweek in duration. The return of an employee to his regular shift after temporarily substituting for an absent employee shall not constitute a shift change for purposes of this Article.
8. Employees who are instructed by supervision to work shifts not established by the provisions of this Agreement and not hereafter agreed to by the Council, where required, will be paid time and one-half (1-1/2x) for such hours worked. Any claim for payment of said premium pay must be made in writing by the President of the Council within twenty (20) days from the day of the commencement of the new shift or no premium payment will be made.
9. An employee will be given a forty-eight (48) hour notice of any change of shift assignment. Failure to receive the forty-eight (48) hour notice will entitle the employee to payment of the applicable overtime rate for all hours worked on the new shift during said forty-eight (48) hour period.
10. Employees shall be paid for time actually worked computed to the nearest one-tenth (1/10) hour.
11. If work requirements do not permit the scheduling of a lunch period within approximately one (1) hour before or after the middle of the shift, no lunch period as such will be scheduled and payment will be made for all hours worked.
12. It is the intent of the Employer to maintain a work force consistent with scheduled requirements. Under such conditions, every effort will be made to provide regular employment before work is contracted outside.
13. **Special Shifts:**

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

~~A. The Employer may continue under the provisions of Section 7, to assign employees on a temporary basis sixty (60) calendar days to~~

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~~standard shifts which do not rotate, or that do not rotate more than once per week, and which include segments of rotating shifts.~~

B. CHRC
B. ~~Generally, temporary~~^S shift assignments will be made based on the following:

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

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

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

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

ARTICLE VIII

OVERTIME AND PREMIUM RATES

1. Workday

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

2. Workweek

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

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

A. Time and one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours in a single workday. or over forty (40) hours in a workweek.

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

B. Double time (2X) will be paid for all hours worked in excess of fifty-two (52) hours in a single workday workweek.

~~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 1) above, if he has not been away from work at least six (6) consecutive hours before the start of his last assignment in that workday.~~

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

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

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

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

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

4. Overtime will be paid as follows for employees who normally work an eight-nine (8/9) work schedule:
- A. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of nine (9) hours in a single workday (Monday through Thursday).
 - B. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours on the Friday scheduled as a regular workday.
 - C. Double time (2X) ~~Time and one half (1-1/2X)~~ will be paid for all hours worked in excess of twelve ~~(12)~~ **fifty-two (52)** hours in a single ~~workday~~ **workweek**.
 - 1) ~~Double time (2X) will be paid an employee for work performed beyond the end of his workday, during which he shall have worked in excess of twelve (12) hours as described in C) above, if he has not been away from work at least six (6) consecutive hours before the start of his last assignment in that workday.~~
 - 2) ~~Double time (2X) will be paid an employee for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in C) above, if he has not been away from work for at least six (6) consecutive hours before the start of his next workday.~~
 - D. ~~Work during scheduled off Friday, Saturday, and Sunday:~~
 - 1) ~~Time and one half (1-1/2X) will be paid for hours worked on the employee's scheduled Friday off.~~
 - 2) ~~Time and one half (1-1/2X) will be paid for the first nine (9) hours of work, and work beyond nine (9) hours shall be paid at double time (2X) for hours worked on the employee's scheduled Saturday off.~~
 - 3) ~~Double time (2X) will be paid for hours worked on Sunday.~~
5. Overtime will be paid as follows for employees who normally work a ten (10) hour shift:
- A. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of ten (10) hours in a single workday.
 - B. **Double time (2X) will be paid for work in excess of forty (40) fourteen (14) fifty-two (52) hours in a workday workweek.**

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

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

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

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

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

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

6. ~~Overtime will be paid as follows for employees who normally work a Twelve (12) hour shift:~~

~~A. Double time (2X) Time and one half (1-1/2X) will be paid for all hours worked in excess of fourteen (14) twelve (12) hours in an employee's workday, or over forty hours in a workweek.~~

6. ~~Call-in Pay~~

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

~~B. Call in time shall begin when the employee is picked up at the Richland or perimeter barricade by transportation arranged for by the Employer and ends when he has been returned to the point of pickup. Employees who are called in and instructed to report at a specific location at a definite time, and who do report as instructed, will be paid from the time they report. If regular transportation to the work area is available, it may be determined by supervision that special transportation would not be necessary. In such a case, the employee will be paid in accordance with established time scheduled for transporting employees to and from Richland.~~

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

~~D. For hours worked during the period commencing at 7:30 a.m. and ending at 11:30 p.m., call in payment will be at the applicable overtime rate but will not be less than time and one half (1-1/2X).~~

~~E. For hours worked during the period commencing at 11:30 p.m. and ending at 7:30 a.m., call in payment will be at the rate of double time (2X).~~

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

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

~~7.~~ **Scheduled Overtime Pay**

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

~~B.~~ Employees who are required to work scheduled overtime will receive at least sixteen (16) hours definite notice except in extremely unusual cases.

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

~~8D~~ 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 **time and one half (1-1/2X)** overtime rate from the time they report to work until the starting time of their regular schedule.

~~9E~~ Employees who work scheduled overtime after completing their regular scheduled shift shall be paid at the applicable **time and one half (1-1/2X)** 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.

~~108~~ **Hold Over Pay**

~~10~~ Employees who are held over after working through their regular schedule shall be paid at the applicable **time and one half (1-1/2X)** overtime rate for hours worked in addition to their regular schedule.

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

~~9.~~ **Reporting Time Pay**

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

~~40~~ **Canceled Overtime Pay**

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

~~11.~~ ~~Counting Overtime Hours~~

~~12~~ ~~Overtime hours, either daily or weekly, shall be counted once only in determining overtime premium. There shall be no compounding, duplicating or pyramiding for the same hours worked under any circumstances of any description.~~

~~12.~~ ~~Maximum Overtime Rate~~

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

~~Under no combination of circumstances except as described in Section 13 Work on a Facility Closure Day; Section 6, Call In Pay; Section 9, Reporting Time Pay; Section 10, Canceled Overtime Pay; shall the total compensation to an employee exceed **one and one-half (1-1/2X)** two (2) times the straight time rate.~~

~~1313.~~ **Work on a Facility Closure Day**

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

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

~~1414.~~ When an employee uses TOWP during his regular workday, the TOWP hours will be counted as hours worked for the purposes of determining overtime premium eligibility for that workday.

Bill King 3/27/12
Rhonda Cloudley 3/27/12
O'Connell 3/27/12

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ARTICLE X

JOINT LABOR MANAGEMENT COMMITTEE

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

Tentative Agreement

R. Connolly 1/21/13
Bice E. D. 1/21/13
U. B. M. 1/21/13

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 2002 FH/HAMTC Collective Bargaining Agreement.
2. The following shall be applicable to all new Workers' Compensation claims or claims that have been reopened after ratification of this agreement.

An employee who is out because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington shall receive time loss compensation in accordance with the Washington State laws for such compensation.

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

The process for the DEB will be for FH CHPRC 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.

Tentative Agreement

RK Connolly 1/21/13

Bice King 1/21/13

John Mohr 1/21/13

ARTICLE XII

SENIORITY

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

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

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

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

- 8. Employees new to the bargaining unit shall be considered probationary employees for six (6) calendar months from date of hire exclusive of time they might be off the active payroll, during which time they will acquire no seniority credit; however, at the end of such period, if retained, they shall be placed on the seniority list and their seniority shall start from their date of assignment to the bargaining unit. The Council may represent such employees during the probationary period.
- 9. Employees who are promoted from the bargaining unit will continue to accumulate seniority in their former seniority group for a period of six (6) months during which period the Employer may send them back if they do not make satisfactory progress, or the employees may, during the six (6) month period, elect to return to their former seniority group (provided their seniority would entitle them to jobs in their former seniority group). If neither the Employer nor the employee elects to exercise this six (6) months' option, the seniority of the employee shall be extinguished. Employees who are upgraded into an exempt position are subject to the language in Attachment B. The issue of whether six (6) months will be accumulative or successive, and deviations from the time limit will be subject to Appendix A discussions. (See Attachment B).
- 10. The rights granted by Section nine (9) shall terminate for individuals who leave the employ of the Employer at the Hanford Plant.
- 41. Employees who are upgraded into an exempt position will continue to accumulate seniority in their seniority group provided that the employee does not exceed six (6) cumulative months in such upgrade in any twenty-four (24) month period. Should the employee exceed six (6) cumulative months in the upgraded position in a twenty-four (24) month period, the employee's seniority shall be extinguished unless the Employer and the HAMTC Representative mutually agree to extend the six (6) month time limit.

11. Rehiring following a reduction of force shall be in the reverse order of layoff. Employees offered re-employment shall be notified by certified or registered letter, return receipt requested, and mailed to the last address on record in the Employer's Employment Office. If the employee does not report or give satisfactory explanation within two (2) weeks, seniority will be extinguished.
12.
 - A. Seniority shall accumulate for periods not exceeding eighteen (18) months for employees having less than ten (10) years continuous service and not exceeding twenty-four (24) months for employees having ten (10) or more years continuous service, for absence due to reduction of force.
 - B. Seniority shall accumulate for periods not exceeding eighteen (18) months for absences due to:
 - 1) Illness or
 - 2) Leave of Absence
 - C. At the expiration of the applicable period, seniority shall be extinguished. Individuals subsequently re-employed shall have no starting seniority.
 - D. Seniority shall accumulate for periods not exceeding seventy-two (72) months for absences due to:
 - 2) Act as a Council Officer for the HAMTC.
 - 3) Act as a representative of any of the local unions composed at least in part of the Employer's employees and which are affiliates of the HAMTC.
13. Employees who have accepted a different job following their removal from their former classification and seniority group due to a force reduction shall accumulate seniority in their former craft or classification for a period not to exceed eighteen (18) months for employees having less than ten (10) years continuous service and not exceeding twenty-four (24) months for employees having ten (10) or more years continuous service. At the expiration of the applicable period, their seniority in their former craft or classification may be extinguished.
14. Employees within a single seniority group with multiple classifications who have elected to bump down to a lower classification within their seniority group shall not have their seniority extinguished. There are no time limits on movement back to their former classification.
15. Employees who return from leave of absence will be given re-employment on the basis of their accumulated seniority provided that reductions in force have not removed all employees with equal or less seniority in their seniority group. Reinstatement will be in their former seniority group at the going rate at the time of their return.
16. Seniority shall accumulate, as provided by Federal Laws, for absences due to

Military Service.

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

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

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

20. Restoration of Seniority

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

ARTICLE XIII
CONTINUITY OF SERVICE

T/A
D. Em 3/25/13
Phonda Conolly 3/25/13
Bise Eng 3/25/13

1. HAMTC represented employees who have accrued service credits with WCH, ~~ESH, PFI, ATL, MSA, and CH2M Hanford~~ or **WRPS** will continue to accrue service credits upon being assigned to ~~FH~~ **either CHPRC or M&EC.**

2. Definition of Terms

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

3. Loss of Service Credits and Continuity of Service

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

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

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

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

4. Service Credits

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

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

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

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

Tentative Agreement

R. Connolly 4/2/13

Bice Engle 4/2/13

W. ... 4/2/13

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

Military Service

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

Military Pay Differential

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

Tentative Agreement

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

~~**Employees working on a 12-hour shift shall be granted a military pay differential for up to one hundred four (104) hours during which he/she is absent in a calendar year. There will be no deduction of service credits or seniority for these absences. Such military pay differential shall be the amount by which the applicable negotiated rate exceeds any pay received from the federal or state government.**~~

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 ~~**40 hours for employees assigned to the 12-hour shift**~~ 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.

Tentative Agreement

Bice 4/2/13
RR Connolly 4/2/13
Or-Mol 4/2/13

ARTICLE XVI

WORK CONTRACTED OUTSIDE

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

Tentative Agreement

RR Connolly 1/11/13

John 1/11/13

Boo Ego 1/11/13

ARTICLE XVIII

ARBITRATION

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

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

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

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

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

Tentative Agreement

"Intellectual Property Agreement" which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.

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

Tentative Agreement

R.R. Connolly 4/2/13
B. [unclear] 4/2/13
[unclear] 4/2/13

ARTICLE XIV

GENERAL PROVISIONS

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

Tentative Agreement

Ph Connolly 4/4/13
See [unclear] 4/4/13
[unclear] 4/4/13

ARTICLE IX

TIME OFF WITH PAY (TOWP)

1. Policy

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

2. Definitions

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

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

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

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

~~Facility Closure Day (FCD) 80 hours~~

~~72 hours designated as facility closure days~~

~~8 hours designated by employee as floater~~

~~Sick/Excused (S/E) 56 hours~~

3. Accruals

A. Time off with pay is accrued as follows:

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

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

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- 1) Days worked.
 - 2) Days taken as TOWP.
 - 3) When an employee takes time off without pay, but for no more than fifteen (15) consecutive working days.
- C. TOWP is accrued by the employee only while on regular full-time ~~or part-time~~ status. When an employee's status changes from temporary to full-time with no break in continuous service, the date of hire determines the employee's TOWP accrual rate and shall be retroactive to that date.
- D. An employee may accumulate up to a maximum of 2080 hours of TOWP.
4. Facility Closure Days (FCDs)
- A. ~~Fluor Hanford~~ **CHPRC**, will be closed nine (9) days, except for essential employees.

The nine (9) facility closure days are:

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

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

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

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

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

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- 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 work day 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 work day following the second facility closure day.

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

- 1) When a facility closure day (FCD) falls on an employee's scheduled Friday or Saturday off, he shall observe the last preceding regularly scheduled workday/days as a FCD. If the preceding work day (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) ^{undelete} Up to a **Nine** (9) hours taken from the time off with pay (TOWP) ~~or, at the option of the employee.~~ ^{undelete}
 - b) At the employee's option, eight (8) hours taken from the TOWP and one additional hour may be worked during the week in which the holiday falls.
 - c) The method in which hours will be allocated in (b) will be with management approval. The additional time worked will be paid at the straight-time rate. No overtime compensation will be paid for the additional hour or half-hours worked.
- 3) When an FCD falls on the scheduled Friday workday, eight (8) hours of TOWP may be taken.

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

- 1) **For the purpose of determining days of rest on FCD's the following applies:**
 - a) **For the Monday through Thursday schedule, the first day of rest will be Friday, the second will be Saturday, and the third will be Sunday.**
 - b) **For the Tuesday through Friday schedule, the first day of rest will be Saturday, the second will be Sunday and the third will be Monday.**
- 2) **For the purpose of observing FCD's on days of rest, the following applies:**
 - a) **When a FCD falls on the first or second day of rest, it shall be observed on the last preceding regularly scheduled work day.**

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

5. Disability (Short Term) TBD

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

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

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

Tentative Agreement

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

6.5. TOWP Policy Guidelines

- A. Normally, TOWP time off is approved in advance by the employee's supervisor. In the case of absences due to accident, illness or emergencies, notification of supervisors is required as soon as possible.
- B. The granting of single day or less TOWP will be accomplished on the basis that additional payroll premiums or operating costs will not be incurred
- C. The progress of the work must be considered in granting TOWP periods. This consideration may result in limiting the number of personnel in a crew or shift that can be off at one time.
- D. Except as herein provided, seniority will prevail in the selection process for TOWP periods as outlined below.
 - 1) At the start of the calendar year the TOWP schedule will be circulated in accordance with seniority. At least one (1) full week, which may include plant closure days, must be scheduled as a block at this time.
 - 2) After the initial scheduling, the TOWP schedule will again be circulated, in seniority order, to reserve no more than three (3) TOWP periods of less than one (1) week.
 - 3) After the second circulation, employees may schedule their remaining TOWP days in single day or less increments on a first come first served basis.
- E. To assure firm commitments and barring unforeseen emergencies, the scheduling of at least one (1) week of TOWP and the three (3) TOWP periods detailed in D 1) and D 2) must be completed by March 1st.
- F. If an individual wishes to change his scheduled TOWP period, the normal procedure will be to wait until all other personnel have chosen their periods and then reschedule. However, in a case of undue hardship, the employee should

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state the facts ~~on a "DSI" to his foreman~~ **in writing to his manager** and consideration will be given to working out an alternate solution.

- G. For employees that work shifts, the one (1) week or more of TOWP may be scheduled to correspond to their appropriate shift schedule.
- H. On an individual basis exceptions may be allowed so as to permit employees to use all of their TOWP-as split TOWP days. Such exceptions will be considered only in cases of undue hardship.

~~7-6.~~ The Employer may require that TOWP for illness or accidents be supported by proper medical evidence.

~~8-7.~~ Return to Work after Time Off With Pay Due to Illness or Injury

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

~~9-8.~~ Time Off with Pay Upon Termination

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

~~10-9.~~ Time Off with Pay Upon Leave of Absence

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

~~11-10.~~ Time Off With Pay Cash Out

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

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- A. Employees will be allowed one (1) cash out in a calendar year, except in those cases when the employee is terminating.
- B. Employees may request cash out of accumulated TOWP; however, a reserve of at least one hundred twenty (120) hours must remain in the TOWP account. ~~An employee may elect irrevocably on or before December 31st of each year to receive cash for a minimum of 20 hours up to a maximum of 120 hours, depending on the employee's annual PTB accrual she or he accrues in the immediately following year; however, hours cannot be cashed out prior to being earned. A reserve of at least one hundred twenty hours must remain in TOWP.~~
- C. Maximum of one hundred twenty (120) hours may be cashed out per calendar year.
- D. The rate of cash out will be at the base salary at the time of cash out. Cash out will be in increments of one (1) hour. ~~In no case will hours be cashed out during a pay period when overtime has been worked.~~

ARTICLE XX

BENEFITS

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

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

2. Health Insurance Employee Contributions

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

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

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

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

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

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

4. Health Care Savings Initiative

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

the appropriate medium and timing for communicating the health/dental information to Plan participants.

~~FH and HAMTC will continue a Health Care Committee comprised of a Benefit Plan Representative, a CHPRC Financial Representative, and an IR Representative to explore modifications to the medical/dental insurance plans with the goal of identifying health care savings. HAMTC will have three (3) representatives on the committee. The goal of the committee is to develop/evaluate 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 Fluor Hanford and HAMTC.~~

5. 4. Savings Plan

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

6. 5. 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%)~~ sixty (60%) percent of the employee's base pay rate, which is in effect on the date, the disability begins. STD payments begin on the eighth (8th) calendar day of disability and can continue through the one hundred eightieth (180th) day of disability.**

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

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

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

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

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

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

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

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

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

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

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

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

6. Hanford Site Pension Plan (HSPP)

A. Effective January 1, 2014, current HAMTC represented CHPRC & M&EC employees enrolled in the Hanford Site Pension Plan-Defined Benefit

Pension Plan will move to the Enhanced Defined Contribution (401k) Plan and will no longer accrue pension benefits under the Defined Benefit Pension Plan. Accrued pension benefits earned prior to January 1, 2014 under the Defined Benefit Pension Plan will not be impacted. The Enhanced Defined Contribution Plan includes an employer contribution of 5% of employee base.

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

C. Current HAMTC represented CHPRC & M&EC employees enrolled in the Enhanced Defined Contribution Plan will remain enrolled in the Plan.

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

E. Hiring of External Personnel

When hiring external personnel, CHPRC and M&EC represented employees candidates selected will either become incumbent or non-incumbent employees as defined as:

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

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

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

For an individual being hired by either the CHPRC or M&EC into HAMTC represented positions as a non-incumbent employee, the individual will be eligible to participate in the Enhanced Defined

Contribution (401k) Plan. The Enhanced Defined Contribution Plan includes a 5% of employee base pay non-matching Company contribution.

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

6. 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.**
- B. For the Willamette Dental insurance plan, eligible dependent children are those under the age of 26 provided they are not in the active military.**
- C. For the Delta Dental of Washington insurance plan, eligible dependent children are your unmarried children under the age of 23 provided that you provide over 50 percent of their support and maintenance and provided they are not in the active military, employed full-time or eligible for any other group health benefits through their employer.**
- D. Disabled children of all employees may continue coverage if certified disabled prior to the limiting age as listed above.**
- E. Upon the death of an active employee, the surviving dependents are eligible to receive continued medical and dental coverage for a period of three months at no cost to the survivors.**

See Log 3/27/12
Rhonda Connolly 3/27/12
Rhonda 3/27/12
Tentative Agreement

ARTICLE XXI

APPRENTICES

1. In the event that it is determined to have an apprenticeship program, 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. By mutual agreement, the parties will determine the staffing needs of the Program.
2. It is understood by the parties that there is no requirements that the Employer hire any person or transfer any employee solely to participate in the Program. It is further understood that this entire Apprenticeship Program and all collateral agreements will expire on the termination of this Contract, unless the Employer and the Council mutually agree to an extension of the Program.
3. An apprentice enrolled in the ~~Fluor Hanford~~ **CHPRC** Joint Apprenticeship Training Council (~~FH~~ **CHPRC**-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 ~~FH~~ **CHPRC**-JATC Apprenticeship Program may be displaced at the time they complete their apprenticeship program provided the displacing employee was in the same classification as the Apprentice and the displacing employee had greater seniority than the Apprentice when the reduction of force actually occurred.

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

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PK Connolly 4/2/13
see Eng 4/2/13
W. Mohr 4/2/13

ARTICLE XXII

SEPARATION PAY ALLOWANCE

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

2. General

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

3. Computation of Separation Pay Allowance

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

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

The maximum amount of separation pay under this formula is twenty (20) weeks.

4. An eligible employee laid off for lack of work by the Employer will be paid the separation pay allowance for which he is eligible subject to the following conditions:
 - A. The Employer will determine at the time of layoff if the separation is expected to exceed six (6) months, hereinafter referred to as "permanent layoff."
 - B. At the time of permanent layoff, an employee will be given the option of:
 - 1) Receiving his separation pay allowance in a lump sum at the time of layoff, or
 - 2) Not receiving the separation pay allowance until six (6) months have elapsed, at which time the allowance will be paid in a lump sum.

In the event an employee elects option 1 above, he will agree at the time of layoff that if he is offered re-employment in his former job classification **or exercises his recall rights to a job classification in his previous line of progression** within six (6) months after layoff, he will repay to the Employer within one (1) year from the date of the offer, or the date of re-employment, the total amount of the allowance paid him under this option B1). If the employee fails to repay the total allowance during the specified time period, and notwithstanding any other provision of this Agreement, all service and seniority credits previously accumulated and continuity of

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service will be extinguished, and the employee will not be eligible to accrue new separation pay credits until he shall have worked for the Employer from the date of his re-employment for a period of time equal to the period he had previously worked to accumulate the separation pay credits for which he was eligible at the time of his layoff.

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

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

- D. An employee who has received the total separation pay allowance for which he was eligible in accordance with B or C above, and who is re-employed in his former job classification ~~or exercises his recall rights to a job classification in his previous line of progression~~ after having been in layoff status in excess of six (6) months will be afforded seniority and service credits as provided in Articles XII and XIII of this Agreement. Such an employee will not be expected to repay the separation pay allowance, and he will be eligible to accrue new separation pay credits upon completion of one (1) year of continuous service from the day of his re-employment. Upon completion of this minimum service period, new separation pay credits will accrue on the same basis as set forth in (3) above up to a maximum of twenty (20) weeks total separation pay credits which includes credit for one (1) year minimum service period.
- E. Eligibility for separation pay allowance will automatically expire for employees who leave the employment of the Employer at the Hanford Plant.
- F. In the event that responsibility for operation of part or all of the Hanford Plant is assumed by another contractor or Government agency, employees who are

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

5. Other

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

Tentative Agreement

Donnot 1/25/13
RR Connolly 1/25/13
Bill [unclear] 1/25/13

ARTICLE XXIII

NO STRIKE CLAUSE

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

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R. Connolly 4/3/13
J. Smith 4/3/13
Boo 4/3/13

ARTICLE XXIV
LABOR ASSETS MANAGEMENT PROGRAM (LAMP)

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

FILLING ASSIGNMENT VACANCIES AND JOB OPENINGS

1. Prior to an open requisition being filled an internal only "Notice of Opening" shall be posted by way of the site CHPRC-wide intranet. A notice will be sent to the HAMTC business office. This will start a ten (10) day calendar window of opportunity for employees in the affected seniority group to submit a Request For Reassignment (RRF) to their Company's Labor Assets Coordinator. The most senior employee in another supervisory work group within CHPRC/M&EC, submitting a RRF Request for Reassignment and has no official disciplinary actions on file, will then be assigned/transferred to the opening, providing he has been on his present assignment for at least twelve (12) months after being fully trained and qualified, and has at least two (2) years seniority.
 - A. Employees will be selected according to the rules of seniority. Exceptions may occur for reasons such as health and safety of the employees, last chance disciplinary letters, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, and circumstances of individual hardship to the employee.
 - B. An individual who is selected for the open position will be moved to the new work location within thirty (30) calendar days. Exceptions must be approved by the Director of ~~Industrial~~ Labor Relations, who will also provide written justification for the delay to HAMTC.
 - C. Staff the backfill (one only) with the most senior employee's RRF within the ~~FH,~~ CHPRC, M&EC, WCH, MSA, WRPS, ESHI, CH2M, Hanford, PHFI or ATL. If a

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vacancy created by a transfer is to be backfilled, it will be filled by outside hire.

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

2. If there is a Declaration of Excess:

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

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

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

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

General Exception:

- 1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
- 2) The excessed employee and the most senior employee who has put in a bid for a vacancy will be handled as follows:
 - a) If the excess employee is the most senior the open position is filled.
 - b) If the employee having submitted an ~~RRF~~ RFR is most senior, he will be moved to the vacant job opening. The employee identified for excess will be assigned to the backfill and the process is ended.

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

4. Persons in layoff status, if qualified, will be the first recruitment source for job openings, including entry level that might develop.

5. Candidates as referenced in Article XXV, Miscellaneous Conditions, Section 89, Recruitment Sources will be considered.

6. Consideration will be given to employees who have requested a reassignment from their current seniority group to another classification in a different seniority group, as described in Article XII, Seniority, Section 7.

7. After the above provisions have been exhausted, FH the Company may hire from the outside.

PROBATIONARY EMPLOYEES

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

TEMPORARY REASSIGNMENT

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

ARTICLE XXV

MISCELLANEOUS CONDITIONS

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

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

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

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

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

- A. A "trade" of scheduled days off will automatically revise the days-off schedule for the individuals involved and the revised schedule will be utilized in computing overtime or premium pay for the week in question.

B. Any trade of Days of Rest will not create additional overtime costs to the Employer.

C. The determination with regard to the continuation of such "trades" will continue to be at the direction of the supervisor.

6. Hold Over Transportation

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

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

7. Attendance of Stewards at Disciplinary Meetings

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

~~8. Continuous Wearing of Respiratory Protection~~

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

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

98. Recruitment Sources

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

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

409. Temporary Employees

Temporary employees may be hired for periods not to exceed 720 working hours. Working hours shall mean any hour which an employee actually performs work ~~six (6) calendar months~~. Such employees will be hired for short-term needs that cannot be appropriately satisfied by the employment of regular full-time employees. No layoff of regular full-time employees will occur as a result of the utilization of temporary employees in the same classification. Every reasonable effort will be made to accurately forecast requirements for temporary employees and a need assessment will be discussed with the appropriate HAMTC representative (normally the Project Chief Steward of the affected seniority group in the area where the work in question will take place), prior to the issuance of requisitions for temporary employees.

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

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

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

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

Temporary employees will be eligible for Facility Closure Day 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 TOWP/PTB plans. If a temporary employee works on a facility closure day, the hours would count against the 720 hour 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 limit.

Temporary employees will not earn seniority, or service credits, however, if a temporary employee is changed to regular full-time, the seniority and service credits will be granted from become 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 area. The Employer is willing to discuss issues of overtime for temporary employees upon request of the Council.

If qualified to do the work, employees in layoff status from the Employer or WCH, CH2M Hanford WRPS, PHEI, ATL, MSA or their successors will be given first consideration for temporary positions.

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

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

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

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

Six (6) months and ~~twelve (12) months~~ after a workforce restructuring, ~~the date of ratification,~~ and at other mutually agreeable times, the parties will meet to review the use of temporary employees while full time employees are on a recall list. ~~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.~~

104. Craft Alignment Program

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

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

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

- A. Safety is foremost in the performance of the work.
- B. Assignments will be completed using mutual assistance in the performance of work with another classification where the employee has the qualifications and can perform the work safely.
- C. **The employee will be paid the wage of his classification regardless of the type of work he might be performing. This is not intended to diminish the provision for "detailing" as provided in Article XIX Wage Rates, Section 4 of this Contract.**
- D. Job classifications, seniority and seniority rules will be unchanged.
- E. There will be no formal cross-training program into other classifications; however, incidental on-the-job training and mutual sharing of knowledge and skills, in order to accomplish the work in a more efficient and cost effective manner, will be expected.
- F. **Increases or decreases in employment levels will be determined by the work-place needs for the classification involved.**
- G. **There will be no change in layoff procedure. If layoffs occur, they will be made within each classification on the basis of seniority and the ability to do the work within a classification.**
- H. **Employees will not be laid off as a result of the application implementation of this program.**

I. Compensation

- a. The Wage Progression Schedule is reflective of the four percent (4%) increase to all bargaining unit employees which was implemented between October 1992 and October 1994.
- b. The CAP will continue in full force and effect from this date, and henceforth on an annual basis from year-to-year without requiring an annual review process.
- c. Either of the parties may request in writing, that a formal review of the program be conducted. If during the review process, either party cancels the program, the negotiated Wage Progression Schedule will be amended to reflect a 2% decrease of each employee's paid wage rate.

J. ~~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.~~

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

L. ~~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.~~

J. ~~After the CAP has been put into effect, d~~Disputes resulting from the application of CAP 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.

M. ~~The Craft Alignment Program will continue in full force and effect from this date, and henceforth on an annual basis from year to year without requiring an annual review process. However, either of the parties may request in writing, that a formal review of the program be conducted during August of any given year. If during this review process, either party cancels the program, the negotiated Wage Progression Schedule will be amended to reflect a two (2%) percent decrease of each employee's paid wage rate. Details of the program cancellation and wage rate decrease to be mutually agreed to by the parties.~~

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

112. There shall be no restrictions on work methods, techniques, production or equipment. It is the intent of the parties to perform work covered by this Agreement in the most

efficient and cost effective manner possible, provided that those efficiencies are not in violation of any terms of this Agreement.

123. Employer Provided Information

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

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

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

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

134. 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.

145. Commercial Drivers License (CDL)

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

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

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

156. Voluntary Reduction of Force

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

167. Welding Pool

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

Tentative Agreement

ARTICLE XXVI

AUTHORITY

Bill Engel 2/28/13
Rhonda Connelly 2/28/13
V. Arnold 2/28/13

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

Tentative Agreement

RR Connolly 1/21/13

Beech 1/21/13

W. Mel 1/21/13

ARTICLE XXVII

SAVINGS CLAUSE

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

ARTICLE XXVIII

DURATION

1. This Agreement shall become effective the first **Monday following thirty days after ratification** ~~day of April 2007~~ and shall continue in full force and effect through the 34th ~~day of March 2010~~ ~~or the 31st day of March 2012~~ **third (3rd) year of the agreement (date to be determined)**. This Agreement will continue year-to-year thereafter unless notice is given in writing by the Employer or the Council not more than ninety (90) days or not less than sixty (60) days prior to ~~March 31, 2010 or March 31, 2012~~ **(TBD)** of its desire to modify, amend or terminate this Agreement.
2. Notwithstanding the above, this Agreement shall be terminable by the Employer prior to the expiration dates specified therein in the event that the Employer shall cease operations at the Hanford Plant of the Department of Energy under Prime Contract ~~DE-AC06-96RL13200~~ **DE-AC06-08RL14788**, 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.

ATTACHMENT B

Tentative Agreement
P. Connolly 1/21/13
B. [Signature] 1/21/13

EMPLOYEES PROMOTED UPGRADED FROM THE BARGAINING UNIT *Okmol 1/21/13*

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

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

ATTACHMENT D-1

April 1, 2007 TBD

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

Dear Mr. Molnaa:

COMMERCIAL DRIVERS LICENSE (CDL)

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

A. Accommodation – Medical Reasons

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

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

B. Accommodation – Non-Medical Reasons

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

1. In the case where an employee has made several attempts (more than 3 attempts) to pass the CDL test and has failed, the appropriate union chief steward, the President of HAMTC, the Director, ~~FH Workforce Services, Project Support,~~ CHPRC Labor Relations (or designee) and the affected employee's manager will review the reasons for the employee failing the testing. If this group decides that the employee has made every reasonable attempt to obtain a CDL yet is unable to, consideration will be given to maintain the employee in their existing classification and at their rate of pay.

2. In the event that an accommodation cannot be made within the existing classification, placement will be considered sequentially as follows:
 - a. Accommodation within the seniority group.
 - b. Placement elsewhere within the ~~Fluor Hanford, Inc.~~ CHPRC.
 - c. A reduction of force in accordance with the terms of the collective bargaining agreement.

C. Laboratory Tour

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

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

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

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

Respectfully,

William B. Engel, Director
Labor Relations

Attachment

Concurrence: _____

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date: _____

Big Sky 9/26/12
Ronda Connelly 9/26/12
John 9/26/12
Tentative Agreement

ATTACHMENT D-2

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

This document represents the understandings and agreements between ~~Fluor Hanford (FH)~~ CHPRC and the Hanford Atomic Metal Trades Council 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 are subject to random drug testing as outlined in the federal regulations, specifically Federal Motor Carrier Safety regulations.

2. Drug Testing Protocol

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

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

3. Random Selection Process

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

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

- A. An employee who tests positive for the first time shall be eligible for rehabilitative assistance.
- B. Payment of such rehabilitative assistance shall be in accordance with the FH CHPRC benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the HAMTC/FH CHPRC Collective Bargaining Agreement.

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

5. Non-Suspicion Based Post Accident Testing

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

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 FH CHPRC.

"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 there 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 FH CHPRC.

8. Employee Notification to Report

Employees will be notified in writing (e.g. "DSI") by a member of FH CHPRC 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 FH CHPRC.

9. Consistency of Treatment

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

10. Return to Work – Rate of Pay

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

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

William B. Engel, Director
Labor Relations

Date: _____

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date: _____

Bill Engel 9/26/12
Phoinda Connolly 9/26/12
David E. Molnaa 9/26/12

April 1, 2007 TBD

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

Dear Molnaa:

DEPARTMENT OF TRANSPORTATION ALCOHOL TESTING

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

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

It is the Company's intention to discharge an employee who tests at a blood alcohol concentration level of .02 or greater under the Commercial Driver License (CDL) testing process. It is recognized by Fluor Hanford, Inc. CHPRC 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,

William B. Engel, Director
Labor Relations

Attachment

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

Date: _____

DEPARTMENT OF TRANSPORTATION – ALCOHOL TESTING PROGRAM COMMERCIAL DRIVERS LICENSE

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

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

1. Applicability

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

2. Alcohol Testing Protocol

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

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

3. Random Selection Process

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

4. Random Alcohol Test, First Time Positive Test

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

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

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

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

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

5. Employee Notification to Report

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

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

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

6. Consistency of Treatment

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

7. Rate of Pay - Rehabilitation

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

8. Collective Bargaining Agreement

Although FH CHPRC 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.

William B. Engel, Director
Labor Relations
CHPRC

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date: _____

Date: _____

ATTACHMENT E
HUMAN RELIABILITY PROGRAM (HRP)

~~October 1, 2004 - Original~~
~~April 1, 2007 - Updated~~
July 18, 2012 - Updated

HRP 10 CFR Parts 710, 711 and 712 consolidates the Personnel Security Assurance Program (PSAP) into a single program which incorporates all the important facets into a coherent, comprehensive and concise regulation. **The parties recognize that neither CHPRC nor M&EC have any represented employees currently under the Human Reliability Program (HRP). In the event that personnel represented by HAMTC, who are, or become, employed by CHPRC or M&EC, and are subject to HRP requirements, the parties will meet to discuss inclusion into the HRP.** This document represents the understanding and agreement between Fluor Hanford (FH) ~~CHPRC~~ and the Hanford Atomic Metal Trades Council (HAMTC) regarding HRP and supersedes and replaces existing agreements on PSAP (dated March 30, 2002) and Polygraph examinations (dated March 30, 2002).

1. Applicability

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

2. Alcohol Testing

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

3. Alcohol Testing Protocol

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

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

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

4. Drug Testing

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

5. Drug Testing Protocol

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

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

FH CHPRC will utilize the DOT "split sample" collection method.

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

6. Random Selection Process

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

7. First Time Positive Test – Drugs OR Alcohol

A. Alcohol

An employee selected for a random alcohol test and tests at a level of 0.02 or greater blood alcohol concentration is considered to have tested

"positive" for alcohol and shall be immediately removed from work for a period of at least twenty-four (24) hours. The employee may use PTB for any regularly scheduled hours of work during this 24-hour period.

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

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

B. Drugs

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

8. Benefit Access/Rehabilitation Access

- A. An employee who tests positive for the first time, either alcohol or drugs, shall be eligible for rehabilitative assistance.
- B. Payment of such rehabilitative assistance shall be in accordance with the CHPRC and Benefits plans relative to substance abuse treatment.

Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the FH CHPRC/HAMTC Agreement.

9. Second Time Positive Alcohol or Drug Test

- A. An employee who tests "positive" a second time under the random alcohol testing process within 36 months will be discharged from employment with FH CHPRC.
- B. An employee who tests "positive" a second time under the random drug testing process will be discharged from employment with FH CHPRC.

10. Reasonable Cause/Reasonable Suspicion Testing

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

11. Employee Notification to Report

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

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

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

Transportation to the collection site shall be provided through FH CHPRC.

12. Job Reassignment

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

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

13. Return to Work – Rate of Pay

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

14. Psychological Testing

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

15. Polygraph Testing (Counterintelligence Polygraph Examination)

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

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

The Company will make all arrangements and pay for all costs associated with the out of town examinations for employees in the HRP (e.g., travel, lodging, household, etc.).

Failure or refusal to achieve or maintain this HRP qualification by a non-incumbent employee as defined below will result in the employee being reassigned as per the Polygraph Non-incumbent section of this Agreement.

Employee Status

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

16. Polygraph Job Reassignment

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

- A. The employee shall be placed in an open position in their respective classification/seniority group, provided the individual can meet the security clearance requirements for the unescorted and unrestricted access in their new position as outlined below:
 1. Supervisory Work Group
 2. Current Project Organization
 3. Other ~~Fluor Hanford~~ **CHPRC** Projects
 4. Site Wide Openings
 - B. In the event that the employee is unable to be placed under "A" above, LAMP requests will be reviewed. The senior LAMP individual and the displaced HRP employee shall exchange positions.
 - C. In the event that the employee is unable to be placed under "A" or "B" above, the employee will be allowed to exercise their seniority rights for displacing the least senior employee who is in a non-HRP position within their respective classification/seniority group.
 - D. The Companies and the Union recognize that a reasonable time frame for reassignment exists. In order to identify a proper reassignment, the employee may be placed in a non-HRP area for up to thirty (30) days. If additional time is necessary to identify a reassignment, management will review such requests on an individual basis. If such requests are honored, the temporary placement period shall be no longer than sixty (60) additional days.
- All days mentioned in this document are calendar days, excluding weekends and holidays. During these times periods, an employee is eligible to bid on non-HRP positions.
- E. ~~FH~~ **CHPRC** will consider a trade arrangement with other employees from the same seniority group before bumping another employee as provided for in "C" above.
 - F. In the event that backfilling a HRP position is necessary, individuals who have submitted a LAMP request will be the first considered.

17. Voluntary LAMP

FH CHPRC will advise LAMP candidates through the LAMP positing process of the HRP requirements, which will include polygraph testing.

18. Polygraph Non-Incumbents

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

19. Change of Standards

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

20. Collective Bargaining Agreement

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

CONCURRENCE:

William B. Engel, Director
Labor Relations

Date

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date

Tentative Agreement

ATTACHMENT G

William B. Engel 4/4/13
R.R. Connolly 4/4/13

~~April 1, 2007~~ April 4, 2013

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

Dear Mr. Molnaa:

LABOR ASSETS MANAGEMENT PROGRAM

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

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

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

Respectfully,

William B. Engel, Director
CHPRC Labor Relations

Rhonda R. Connolly, Manager
M&EC Human Resources & Labor Relations

rh

Tentative Agreement

ATTACHMENT H

Bill Engel 4/4/13
John M... 4/4/13
RR Connolly 4/4/13

April 1, 2007 TBD

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

Dear Mr. Molnaa:

WORK CONTRACTED OUTSIDE

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

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

Respectfully,

William B. Engel, Director
CHPRC Labor Relations

Rhonda R. Connolly, Manager
M&EC Human Resources & Labor Relations

Attachment

MANAGER - PROCUREMENT

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

INDUSTRIAL LABOR RELATIONS OFFICE

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

TURNDOWN CHECK SHEET

Description of the work:

Are the following elements available to do the work?

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

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

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

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

| | |
|-------|-------|
| _____ | _____ |
| Date | Time |

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

| | Yes | No |
|---------------------------------------|-------|-------|
| Is the alternate solution acceptable? | _____ | _____ |

Why not?

Assigned to Plant Forces Date _____

Assigned to Offsite Resources Date _____ PO# _____

Name and Title _____ Date _____

Approved _____
Industrial Labor Relations Office Date _____

TRACKING THE OFFSITE WORK

Purchase Order _____

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

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

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

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

Did this necessitate another turndown?

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

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

| | |
|-------|-------|
| _____ | _____ |
|-------|-------|

OCTOBER 24, 2012

Tentative Agreement

ATTACHMENT I

**CH2M HILL PLATEAU REMEDIATION COMPANY
INTELLECTUAL PROPERTY AGREEMENT**

10/24/12
PR Connolly 10/24/12
Biret 10/24/12

1. Intellectual Property Rights and Inventions

- a. Assignment of Inventions. I agree to assign to CH2M HILL PLATEAU REMEDIATION COMPANY (CHPRC) all of my rights, title, and interest in and to any inventions, discoveries, developments, methods, or improvements or modifications to the same (collectively, "Invention(s)") that I may make, conceive, originate, or develop during the entire period of my employment, whether or not made, conceived, originated, or developed by me or under my direction or supervision and whether or not made, conceived, originated, or developed by me during normal working hours or on the premises of CHPRC, if such Inventions relate to the business, the work, or the actual or anticipated activities of CHPRC or result or derive from my work at CHPRC. Further, I hereby agree to fully cooperate with CHPRC in obtaining, securing, and protecting patents and/or filing patent applications covering such Inventions or in otherwise protecting such Inventions. This cooperation includes executing and delivering assignments or other documents necessary to convey any right, title, and interest in and to such patents and patent applications as CHPRC may direct.
- b. Disclosure of Inventions and Works. I agree to make full and prompt disclosure to CHPRC of all Inventions and Works (as defined below), whether patentable or not, made, conceived, originated, or developed by me or under my direction or supervision during the entire period of my CHPRC employment, whether or not made, conceived, originated, or developed during normal working hours or on the premises of CHPRC.
- c. Assignment of Copyrights. If CHPRC would not be considered the author of any material or works, including writings, illustrations, drawings, software programs, articles, presentations, and derivative works thereof (collectively, the "Work(s)"), that are created, prepared, assembled, or developed by me during the period of my employment with CHPRC and that relate to the business, the work, or the actual or anticipated activities of CHPRC or that result or derive from my work at CHPRC, whether or not created, prepared, assembled, or developed by me or under my direction or supervision and whether or not created, prepared, assembled, or developed during normal working hours or on the premises of CHPRC, I agree to assign to CHPRC all right, title, interest in and to any such Works, including, but not limited to, all distribution, performance, and reproduction rights in such Works. I waive any moral rights I may have in such Works.
- d. Assistance. During and after my employment with CHPRC, I will promptly give, at the request of CHPRC, all assistance needed by CHPRC to obtain, secure, and protect the Confidential Information, Inventions and Works covered by this Agreement. This assistance will include the execution and delivery of all assignments and other documents, providing statements or testimony and assisting in patent enforcement undertakings, along with other help requested by CHPRC to obtain, secure, and protect its rights.
- e. Ownership. I agree that the ownership of all Inventions, Works and other business or technical information that is created, prepared, assembled, developed, made, or conceived by me, alone or with others, during the entire period of my employment

CH2M HILL PLATEAU REMEDIATION COMPANY INTELLECTUAL PROPERTY AGREEMENT

with CHPRC and that relates to the business, work, or actual or anticipated activities of CHPRC or that results or derives from my work at CHPRC, whether or not created, prepared, assembled, developed, made or conceived by me during normal working hours or on the premises of CHPRC, belongs exclusively to CHPRC. I agree that ownership of any and all intellectual property rights, which includes patent, copyright, trademark, service mark, and trade secret rights, in and to any such Inventions, Works, or business or technical information belongs exclusively to CHPRC.

- f. Preexisting Inventions. For all inventions that I claim ownership of as of my date of hire with CHPRC ("Preexisting Invention(s)"), I have attached to this Agreement information, such as a patent or patent application, that sufficiently identifies and describes each Preexisting Invention. I acknowledge and agree that I have disclosed all Preexisting Inventions. If no such information is attached to this Agreement, I represent that I have no Preexisting Inventions.
- g. Notice. If I become a resident of or have my principal place of business with CHPRC in the State of Washington, I acknowledge that I have received and read the following invention notice.

Washington

The following notice applies to employees who live or work in the State of Washington:

In accordance with Washington law, this Agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of CHPRC was used and which was developed entirely on my own time, unless: (a) the invention relates directly to the business of CHPRC or to CHPRC's actual or demonstrably anticipated research or development; or (b) the invention results from any work performed by me for CHPRC.

Name (Please Print)

HID Number

Signature

Date

ATTACHMENT J

~~FLUOR HANFORD, INC.~~
~~GROUP HEALTH OPTIONS, INC.~~
CH2M HILL PLATEAU REMEDIATION COMPANY
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~~
1-800-297-6877

Notification Line
when you're admitted
to a non-Group
Health hospital.
~~1-888-457-3546~~9516

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

Group Health Travel
Advisory Service
~~(206)326-3488~~
1-800-562-6300, ext. 3488

ATTACHMENT K

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

| Seniority Group | Job Titles | Local Unions |
|-------------------|---|--|
| 001 | Storekeepers | Teamsters, Local 839 |
| 002 | Locomotive Engineers Conductors Switchmen | Operating Engineers, Local 280 |
| <u>003</u> | <u>D&D Workers</u> | <u>United Steel Workers</u> <u>Local 12-369</u> |
| 004 | Nuclear Chemical Operators Operator Trainees D&D Workers | United Steel Workers Local 12-369 |
| 005 | Stationary Operating Engineers Chlorinators | Operating Engineers, Local 280 |
| 008 | Auto Mechanics-Jrn. Auto Mechanics – Appr. Automotive Machinists – Jrn. | Machinists, Local 1951 |
| 008B | Auto Parts Handlers | Machinists, Local 1951 |
| 009 | Heavy Duty Mechanics | Operating Engineers, Local 280 |
| 009A | Heavy Equipment Parts Handlers | Operating Engineers, Local 280 |
| 010 | Diesel Electric Locomotive Mechanics | Operating Engineers, Local 280 |
| 011 | Sheetmetal – Jrn. Sheetmetal – App. | Sheetmetal Workers, Local 66 55 |
| 012 | Track Inspectors Track Equipment Operators – I Trackman | Operating Engineers, Local 280 |
| 013 | Crane Operators | Operating Engineers, Local 280 |
| 013A | Oilers (Heavy Equipment) | Operating Engineers, Local 280 |
| 013B | Heavy Equipment Operators | Operating Engineers, Local 280 |
| 014 | Heavy Truck Drivers Lube and Tiremen Servicemen | Teamsters, Local 839 |
| 015 | Carpenters – Jrn. | Carpenter/Millwrights, Local 2403 |
| 016 | Janitors Floor Servicemen | Operating Engineers, local 280 |
| 018 | Laboratory Instrument Specialists Instrument-App. | IBEW, Local 77 |

| | | |
|------------|---|--|
| 021 | Linemen Assistant Linemen | IBEW, Local 77 |
| 022 | Electricians-Jrn. Electricians-App. | IBEW, Local 77 |
| 22A | Substation Operators | IBEW, Local 77 |
| 22C | Substation Electricians | IBEW, Local 77 |
| 22D | Meter Relay Technicians | IBEW, Local 77 |
| 22E | Electrical Dispatchers | IBEW, Local 77 |
| 023 | Millwrights-Jrn. Millwrights-App. | Carpenter/Millwrights, Local 2403 |
| 024 | Plumber Steamfitter-Jrn. Plumber Steamfitter-App. | Plumber/Steamfitters, Local 598 |
| 025 | Painter/Carpet Installer-Jrn. Painter-Jrn. | Painters, Local 427 |
| 029 | Locksmith and Safemaster-Jrn. Locksmith and Safemaster-App. | Machinists, Local 1951 |
| 031 | Cement Finisher-Plasterer-Jrn. Cement Finisher-Plasterer-Trn. | Plasters and Cement Masons Local 528 478 |
| 032 | Master Process Crane Operators Crane Operators | Operating Engineers, Local 280 |
| 033 | Boilermakers-Jrn. Boilermakers-App. | Boilermakers, Local 242 |
| 034 | Glazier/Glassworker-Specialist Glazier/Glassworker-Jrn. | Painters, Local 427 |
| 035 | Ironworker/Riggers-Jrn. | Ironworkers, Local 14 |
| 037 | Insulators-Jrn. Insulators-App. | Insulators, Local 120 |
| 038 | Sign Painters-Jrn. | Painters, Local 427 |
| 039 | Machine Shop Stock & Tool Attend. Stock and Tool Attend. | Machinists, Local 1951 |
| 040 | Welders | Welding Pool |
| 041 | Firefighters-Platoon Firefighters-Platoon-EMT Firefighters-Area Firefighters-Area-EMT Firefighters-Paramedic Firefighters-Paramedic-Platoon Paramedic-Platoon | IAFF, Local 1-24 |
| 049 | Machinists-Jrn. Machinists-App. R&D Machinists | Machinists, Local 1951 |
| 054A | Radiological Control Technicians | IBEW, Local 984 |
| 055 | Auto Body Repair/Painter-Jrn. | Machinists, Local 1951 |
| 056 | Material Coordinators | United Steel Workers, Local 12-369 |
| 058 | <u>D&D Craftworkers</u> | <u>TBD</u> |

| | | |
|-----|--|--------------------------------------|
| | | |
| 060 | Chemical Technologists | United Steel Workers Local 12-369 |
| 062 | Industrial Hygiene Technicians | IBEW, Local 984 |
| 063 | EDS Hot Cell Technicians | United Steel Workers Local 12-369 |
| B00 | Sr. Operations Personnel-Lead Sr. Operations Personnel Sr. Tape Librarian Data Entry Personnel Data Center Lead Personnel | United Steel Workers Local 12-369 |
| B18 | Instrument Specialists-Master Craftsmen Instrument Specialists | IBEW, Local 77 |
| B19 | Sr. Reproduction-Lead Reproduction-I Reproduction Operator-Lead Reproduction Operator Copy Camera Operator Stock Attendant-Bindery Operator | Operating Engineers Local 280 |
| B22 | Communication Specialists-Master Craftsmen Communication Specialists | IBEW, Local 77 |
| B59 | Switchboard Operators | IBEW, Local 77 |

ATTACHMENT L

MEMORANDUM OF UNDERSTANDING UNIFORM 40- AND 12-HOUR SHIFT SCHEDULES

UNIFORM SHIFTS

Uniform 40- and 12-hour shift schedules to be used if such schedules are developed subsequent to this date. The 40- and 12-hour shift schedules as proposed by Fluor Hanford, Inc. on March 15, 1999, will be recognized as the uniform shifts. All current 40- and 12-hour shifts will be grandfathered.

Process for the review and approval of 40-hour and 12-hour shift schedules:

- When the interest or need to establish a 40-hour or 12-hour shift is identified, management will meet with the HAMTC to discuss the issue.
- Management and the Union will meet to discuss various aspects of the shift such as schedule and duration.
- If the Union agrees to the shift, the shift will commence thirty (30) days from the agreement unless management and the Union mutually agree to another starting date (all starting dates coincide with the beginning of a pay period).
- A letter of agreement will be generated for signatures of the parties that will include shift starting and quitting times and duration, if specified.
- If the Union wants to cancel the shift, the HAMTC will notify the Company in writing. A meeting will be scheduled within five (5) working days of receipt of letter to discuss issues related to the shift and proposed cancellation. If the Union still wants to cancel the shift, the shift will end thirty (30) days from the meeting unless otherwise mutually agreed to by the parties.
- If management wants to cancel the shift, the above process will be applicable.
- Hardship cases concerning working a 40-hour or 12-hour shift will be considered on an individual basis.

The following shifts are the recognized uniform 40-hour and 12-hour shift schedules:

~~1. 10-Hour Shift~~

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

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

~~The work week will begin and end at midnight Sunday night.~~

~~B. Overtime and Premium Pay~~

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

~~Work in excess of fourteen (14) hours in a work day.~~

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

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

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

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

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

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

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

~~a. When a FCD falls on the first or second day of rest, it shall be observed on the last preceding regularly scheduled work day.~~

~~b. When a FCD falls on the third day of rest, it shall be observed on the next succeeding regularly scheduled work day.~~

~~c. When two consecutive FCD's fall on the first and second day of rest, they shall be observed on the last two preceding regularly scheduled work days.~~

~~d. When two consecutive FCD's fall on the second and third day of rest, the first shall be observed on the last preceding regularly scheduled work day and the second shall be observed on the next succeeding regularly scheduled work day.~~

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

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

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

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

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

21. 12-Hour Shift

A. Section I: General Provisions

This Agreement replaces the following portions of the 2007 FH/HAMTC Collective Bargaining Agreement:

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

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

B. Section II: Schedule of Hours

1) Work Day

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

2) Work Week

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

3) Schedule of Hours

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

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

C. Section III: Overtime and Premium Rates

1) Time and one-half (1-1/2X) will be paid for all hours worked in excess of fourteen (14) twelve (12) hours in an employee's workday, or over forty hours in a workweek.

~~Work in Excess of Fourteen (14) Hours in a Work Day~~

2) Double time (2X) will be paid for all hours worked in excess of fourteen (14) fifty-two (52) fifty-eight (58) hours in an employee's work-day week.

~~2) Work in Excess of Forty (40) Hours in a Work Week~~

~~Time and one half (1-1/2X) will be paid for hours worked in excess of forty (40) hours in the work week.~~

3) ~~Days of Rest~~

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

43) Counting Overtime Hours

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

54) Work on a Facility Closure Day

- a) For work during his regular schedule, payment **will be at** time and one half (1-1/2X).
- b) For work outside his regular schedule, double time (2X).
- eb) In addition, the employee may elect to draw pay from his TOWP account up to a maximum of twelve (12) hours.
- d) ~~For purposes of this section, the Facility Closure Day begins at the beginning of the work day on the day of the holiday and ends twenty-four (24) hours later.~~

6) ~~Call In Pay~~

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

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

- 5 e) Under no circumstance will an employee receive payment from the Company while utilizing a privately owned vehicle during a call in period. **when called in for overtime work.**

- d) ~~For hours worked during the period commencing at the time of the start of the regular day shift schedule and ending at 11:30 p.m., call in payment will be at the applicable overtime rate but will not be less than time and one half (1 1/2X).~~

- e) ~~For hours worked during the period commencing at 11:30 p.m. and ending at the start time of the regular day shift schedule, call in payment will be at the rate of double time (2X).~~

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

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

7) ~~Scheduled Overtime Pay~~

- ~~a) Scheduled overtime differs from call in time in that the work is scheduled in advance and the employee is given notice accordingly.~~
- ~~b) Employees who are required to work scheduled overtime will receive at least sixteen (16) hours definite notice except in extremely unusual cases.~~
- ~~c) Scheduled overtime shall begin when an employee reports to work and ends when he/she has been relieved. If transportation arranged for by the Company is required and is not immediately available, the scheduled overtime will continue until he/she is picked up.~~
- 7 ~~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.~~
- 8 ~~e) Employees who work scheduled overtime after completing their regular scheduled shift shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.~~
- ~~f) Employees reporting for scheduled overtime work will be provided with transportation from the bus lot if required.~~

~~8) Hold-Over Pay~~

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

~~9) Reporting Time Pay~~

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

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

~~10) Canceled Overtime Pay~~

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

~~41) Maximum Overtime Rate~~

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

~~Under no combination of circumstances, except as described in Item 5.6f, Work on a Facility Closure Day, Call In Pay, Item 5.9 and Item 5.10 Canceled Overtime Pay, shall the total compensation to an employee exceed two times (2X) the straight time rate.~~

~~42) Overtime Meals~~

- ~~a) Employees shall be provided with a meal and an opportunity to eat such meal on Company time after completing approximately ten (10) consecutive hours of work (excluding the regular meal period) and at approximately six (6) hour intervals thereafter except as provided in c) below.~~
- ~~b) Employees called in for emergency work shall be provided a meal and an opportunity to eat such meal on Company time at approximately six (6) hour intervals 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 this work assignment.~~

~~43~~**12) Distribution of Overtime**

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

~~44~~**13) Overtime Staffing**

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

~~45~~14) Shift Premium

Employees will be paid shift premium of seventy-five (75) cents per hour only if they are assigned and work the night shift. Those assigned to day shift are not eligible for shift premium.

~~46~~15) Time Off During the Work Day (TOWP)

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

~~47~~16) Jury Duty/Death in Family

12-Hour Shift Worker

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

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

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

1) Worker's Compensation

- a) All Workers' Compensation claims filed that are receiving time loss payments prior to the ratification of this agreement shall be administered in accordance with Article XI of the this collective bargaining agreement.
- b) The following shall be applicable to all new Workers' Compensation claims or claims that have been reopened after ratification of this agreement.

An employee who is out because of injury or occupational disease that is compensable under Worker's compensation statutes of the State of Washington shall receive time loss compensation in accordance with the Washington State laws for such compensation.

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

The process for the DEB will be for CHPRC 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.

ED. Section V: Military Service

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

1) Military Pay Differential

- a) It is the policy of the Company to recognize employee obligations to perform temporary or short term military duty, required by annual military encampment for reservists. To the extent practicable and consistent with an orderly prosecution of work, employees will be granted absences from work to fulfill such military obligations and will receive allowances as provided herein below.
- b) Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to one hundred four (104) hours during which he/she is absent in a calendar year. There will be no deduction of service credits or seniority for these absences. Such military pay differential shall be the amount by which the applicable negotiated rate exceeds any pay received from the federal or state government. Such items as subsistence, rental, and travel allowances shall not be included in determining pay received from the government.
- c) Employees who have less than fifty-two (52) weeks of service credits may also be absent for the reason and time period set forth above without deduction of service credits or seniority for such absence but shall not be eligible for the military pay differential.
- d) An employee may not receive a vacation pay allowance and a military pay differential for the same time period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in temporary or short term military duty does not coincide with such vacation, but not exceeding the maximum specified above.
- e) Employees with fifty-two (52) or more weeks of service credits who are members of the National Guard may be called out by the Governor or

the President for emergency duty and/or active duty. A military pay differential shall be granted for up to forty (40) hours 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. Service credits and seniority will continue to accrue for these absences. The military pay differential will be calculated as set forth in Section V of this article.

FE. Section VI: Separation Pay Allowances

1) General

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

2) Exceptions

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

12-hour shift worker as if they were a standard forty (40) hour per week employee as well.

CONCURRENCE BY:

Frank A. Blowe, Director
Workforce Services, Project Support

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date

Date

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 Delta Dental of Washington

| Benefits | 2012 | | | 2013 | | | 2014 | | | 2015 | | | 2016 | | |
|---|------------------|----------------------|------------------|------------------|----------------------|------------------|------------------|----------------------|------------------|------------------|----------------------|------------------|------------------|----------------------|------------------|
| | Delta Dental PPO | Delta Dental Non PPO | Non Delta Dental | Delta Dental PPO | Delta Dental Non PPO | Non Delta Dental | Delta Dental PPO | Delta Dental Non PPO | Non Delta Dental | Delta Dental PPO | Delta Dental Non PPO | Non Delta Dental | Delta Dental PPO | Delta Dental Non PPO | Non Delta Dental |
| Class I Diagnostic & Preventive Exams, Prophyls, Fluoride, X-rays, Sealants | 80% | 60% | 60% | 80% | 60% | 60% | 80% | 60% | 60% | 80% | 60% | 60% | 80% | 60% | 60% |
| Class II - Restorative Restorations, Endodontics, Oral Surgery | 70% | 60% | 60% | 70% | 60% | 60% | 70% | 60% | 60% | 70% | 60% | 60% | 70% | 60% | 60% |
| Class III - Major Crowns, Dentures, Partials, Bridges, Implants 2010 | 50% | 40% | 40% | 50% | 40% | 40% | 50% | 40% | 40% | 50% | 40% | 40% | 50% | 40% | 40% |
| Annual Max Per Person Per Year (1/1 – 12/31) | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 | \$1500 |
| Deductible (Waived on Class I) Per | \$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 |

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

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|---------------------------|---|-----------|---|---|---|
| Lab & X-Ray Services | In Network: 80%/20% Out: 70%/30% | No Change | No Change | No Change | No Change |
| Chiropractic Care | In Network: 80%/20% Out: 70%/30% Visits: 20 per year | No Change | No Change | No Change | No Change |
| Prescription Drugs | In Network: Retail: \$15 Generic/\$35 Brand 30 day supply Mail-order: \$30 Generic/ \$70 Brand 90 day supply Subject to formulary Allergy Serum - No Change | No Change | <u>Three-Tier Rx Plan</u> <u>In Network Retail:</u> <u>\$20/\$40/\$60</u> <u>(generic/formulary</u> <u>brand/non-formulary)</u> <u>Mail Order: \$40/\$80 (90</u> <u>day supply) Subject to</u> <u>formulary</u> Allergy Serum – No Change | <u>Three-Tier Rx Plan</u> <u>In Network Retail:</u> <u>\$20/\$40/\$60</u> <u>(generic/formulary</u> <u>brand/non-formulary)</u> <u>Mail Order: \$40/\$80 (90</u> <u>day supply) Subject to</u> <u>formulary</u> Allergy Serum – No Change | <u>Three-Tier Rx Plan</u> <u>In Network Retail:</u> <u>\$20/\$40/\$60</u> <u>(generic/formulary</u> <u>brand/non-formulary)</u> <u>Mail Order: \$40/\$80 (90</u> <u>day supply) Subject to</u> <u>formulary</u> Allergy Serum – No Change |
| Prescription Drugs (cont) | Out: \$20 Generic, \$45 Brand Not subject to deductible | | <u>Out-of-Network:</u> <u>\$25/\$45/\$65</u> Not subject to deductible | <u>Out-of-Network:</u> <u>\$25/\$45/\$65</u> Not subject to deductible | <u>Out-of-Network:</u> <u>\$25/\$45/\$65</u> Not subject to deductible |
| 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 |

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

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|--|---|-----------|-----------|-----------|-----------|-----------|-----------|--|
| Chemical Dependency Dollar Limit based on State Maximum Benefit | In Network: 80%/20% Out: 70%/30% | No Change | No Change | 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 | No Change | No Change | |
| Optical Hardware | Covered up to \$165 once every 24/months per member | No Change | No Change | No Change | No Change | No Change | No Change | |

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| 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. *Immunizations, may not include shingles. | In Network: Currently no co-pay for preventive/wellness care. Must be coded as such exclusively. Out of Network: 60/40% | No Change | No Change | No Change | No Change |

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|----------------------|--|-----------|--|--|--|
| 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: total 20 | 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/20% with min out of pocket \$65 and max out of pocket \$150 Specialty drug. 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 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 Step Therapy Program Prior Authorization |

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|---|---|-----------|--|--|-----------|-----------|
| Inpatient Hospital | In Network: 80/20% Out of Network: 60/40% | No Change | No Change | No Change | No Change | No Change |
| Outpatient Hospital | In Network: 80/20% Out of Network: 60/40% | No Change | No Change | No Change | No Change | No Change |
| Maternity Services | In Network: 80/20% Out of Network: 60/40% | No Change | No Change | No Change | No Change | No Change |
| Emergency Room Care (Hospital) | \$110 per visit plus 20% after deductible 80/20% after deductible | No Change | \$125 per visit plus 20% after deductible No Change | \$150 per visit plus 20% after deductible No Change | No Change | No Change |
| Ambulance | In Network: 80/20% after deductible Out of Network: 60/40% | No Change | No Change | No Change | No Change | No Change |
| Durable Medical Equipment & Supplies | In Network: 80/20% after deductible Out of Network: 60/40% | No Change | No Change | No Change | No Change | No Change |
| Rehabilitation Services Any combination of PPO Network and PPO Non-Network Benefits is limited as follows: • 30 visits of physical therapy per calendar year. • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year. • 20 visits of pulmonary rehabilitation therapy per calendar year. • 20 visits of cardiac rehabilitation therapy per calendar year. Out-of-Area Benefits are limited as follows: • 30 visits of physical | In Network: 80/20% Outpatient: 80/20% Visits: 30/CY 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 | No Change |

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|--|--|-----------|-----------|-----------|-----------|-----------|
| 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. | | | | | | |
| Mental Health Services | In Network: Outpatient: \$15 co-pay/visit Individual \$5 co-pay/visit Group Limited to 60 visits/yr combined with Chemical Dependency Inpatient: Covered 100% Limited to 60 days/yr combined with Substance Abuse Out of Network: Outpatient: 50/50% of eligible expenses after deductible Limited to 25 visits/yr combined with Substance Abuse Inpatient 60/40% of eligible expenses After deductible Limited to 20 days/yr combined with Substance Abuse | No Change | No Change | No Change | No Change | No Change |

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| Chemical Dependency | <p><u>Inpatient:</u> In Network: 100/0% coinsurance 60 days per year Out of network: 50% Coinsurance 20 days per year Max \$5000/year</p> <p><u>Outpatient:</u> In Network: \$15 individual/\$5 group Maximum 60 visits/yr</p> <p>Out of network: 50% substance abuse up to 25 visits per year.</p> | No Change | No Change | No Change |
|---------------------|---|-----------|-----------|-----------|

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

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 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* | 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* | 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 | 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 | \$15 per visit | \$15 per visit | \$15 per visit | \$15 per visit | \$15 per visit | \$15 per visit | \$20 per visit | |
| Diagnostic and Preventative Services | | | | | | | | | | | | | | | |
| Routine and Emergency Exams | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | 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% | 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% | 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% | 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% | 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% | 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% | 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% | 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% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | |
| Restorative Dentistry and Prosthetics | | | | | | | | | | | | | | | |
| Fillings | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | 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 | \$120 | \$120 | \$120 | \$120 | |
| Complete Upper or Lower Denture | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | \$170 | |
| Bridge per tooth | \$120 | \$120 | \$120 | \$120 | \$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% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | |
| Endodontics and Periodontics | | | | | | | | | | | | | | | |
| Root canal therapy - anterior | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | \$50 | |
| Root canal therapy - bicuspid | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | \$75 | |
| Root canal therapy - molar | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | |
| Osseous Surgery - per quadrant | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | \$140 | |
| Root Planing - per quadrant | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | Fully Covered | |
| Oral Surgery | | | | | | | | | | | | | | | |
| Routine extraction - single tooth | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | |

CH2M HILL Plateau Remediation Company and Materials & Energy Corporation Proposal Rev 3
 Last, Best and Final – 2nd Amendment – June 26, 2013
 ATTACHMENT M

| | | | | | |
|---|--|--|--|--|--|
| Surgical extraction | \$50 | \$50 | \$50 | \$50 | \$50 |
| Orthodontia | | | | | |
| Pre-orthodontic service | \$150* | \$150* | \$150* | \$150* | \$150* |
| Comprehensive Orthodontia | \$1,500 | \$1,500 | \$1,500 | \$1,500 | \$1,500 |
| Miscellaneous | | | | | |
| Local Anesthesia (Novocain) | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% | Covered at 100% |
| Nitrous Oxide (per visit) | \$10 | \$10 | \$10 | \$10 | \$10 |
| After-hours emergency care | \$20 | \$20 | \$20 | \$20 | \$20 |
| Missed appointment fee | \$20 | \$20 | \$20 | \$20 | \$20 |
| Out of area emergency care reimbursement up to | \$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* |
| *Fee credited toward comprehensive orthodontic co-payment if patient accepts treatment plan | | | | | |

DELTA DENTAL OF WASHINGTON

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

| | 2013 Premiums | 2014 Projected Premium with Escalation @5% | 2014 Employee Contribution (%) | 2014 Maximum Employee Contribution (\$) |
|---------------|---------------|--|--------------------------------|---|
| Employee | \$ 42.13 | \$ 44.24 | 23% | \$ 10.17 |
| Employee +1 | \$ 76.15 | \$ 79.96 | 23% | \$ 18.39 |
| Employee + >1 | \$ 112.69 | \$ 118.32 | 23% | \$ 27.21 |

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

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

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

ATTACHMENT O

WESTINGHOUSE CRAFT ALIGNMENT SCRIPT

~~November 13, 1992 11:00 a.m.~~

~~Good Morning (Afternoon) ladies and gentlemen. (Representative from the HAMTC) and I are here today to present to you the orientation on the Westinghouse Craft Alignment Program. Before we begin to explain the details of the program we need to outline why we have jointly developed the Craft Alignment Program. As we look around, the Hanford mission has significantly changed over the past five years, we have moved from the steady reliable work of defense production to the emerging field of environmental restoration and remediation. Both labor and Management recognized the potential threat of job loss in this change from defense to environmental programs. Consequently, the issue of job security was of primary importance during our collective bargaining talks completed earlier.~~

~~The three issues of: work contracted outside of HAMTC's jurisdiction, temporary employees and Craft Alignment Program were designed to retain work at Hanford, and more specifically to save jobs at Hanford. Hanford jobs for Hanford people.~~

~~Cooperative measures have been designed to reduce rigidity, increase flexibility and optimize labor resources in a mutually beneficial manner to produce a working environment which is safer, more efficient, and more economical. It is jointly acknowledged that the best interests of all parties; labor, government, contractors and the community at large will be positively served by the expressed intent of increasing our competitiveness for federal funds, enhancing productivity and retaining work on the Hanford Site. This approach is beneficial to the proper stewardship of our customer dollars and provides the most effective use of our customer funds.~~

~~All of us clearly understand that the conditions of funding and the rules for contracting have changed considerably during the past ten years. We have seen merging of contractor organizations, amalgamations and consolidations. Both labor and Management expressed the desire to explore original thinking and new approaches to work to yield work efforts that were uniquely different.~~

~~This Craft Alignment Program is unique to Westinghouse, we have not always operated in a manner consistent with what you will hear today. (HAMTC representative) and I will discuss: the intent of Craft Alignment, what's to be expected of Craft Alignment and how Craft Alignment will operate. A common misconception is that jurisdiction will be bypassed – it will not. Article V of the collective bargaining agreement remains intact.~~

~~During our discussions of the Craft Alignment Program, it became quite clear that the Program must reflect a willingness on the part of both parties to achieve results. The~~

~~concern of Labor was that an unacceptable blurring of jurisdictional lines could not be allowed to occur and that the Craft Alignment Program should operate in accordance with what Labor and Management previously agreed to, with no expansion beyond what was agreed upon.~~

~~November 13, 1992 – 11:00 a.m.~~

~~The concern of Management dealt with jointly developing a program of change with Labor, paying for those changes with a wage adjustment and getting nothing in return. Through discussions and a willingness of both parties to work for a community of interests which benefits us all – we now anticipate mutual assistance among bargaining unit employees within the limits of the contract language.~~

~~Safety is foremost in the performance of all work. All Westinghouse employees are encouraged to think, act, and perform their assigned tasks giving the highest priority to safety. This applies both to the assignment and performance of work. Each employee is required to function within the workplace in a safe manner.~~

~~Built upon a foundation of safe work practices, the Westinghouse Craft Alignment Program is intended to allow more efficient and economical use of our workforce. HAMTC represented employees will be assigned to augment the work effort and assist the classification which performs the main work effort, consistent with the provisions of the Collective Bargaining Agreement. Article V (5) – Jurisdiction remains in full force and effect.~~

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

- ~~1. — Safety is foremost in the performance of the work.~~
- ~~2. — Classifications are subgrouped for purposes for completing work assignments.~~
- ~~3. — Assignments will be completed through mutual assistance in the performance of work with another classification where the employee has the qualifications and can perform the work safely.~~
- ~~4. — Job classifications, seniority and seniority rules will be unchanged.~~
- ~~5. — There will be no formal cross training program into other classifications; however, incidental on the job training and mutual sharing of knowledge and skill, in order to accomplish the work in a more efficient and cost effective manner, will be expected.~~

~~November 13, 1992 – 11:00 a.m.~~

- ~~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 decreased 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.~~

~~November 13, 1992 11:00 a.m.~~

EVALUATION PERIOD

~~After the WCAP has been put into effect, the Program will be during the months of August 1993 and August 1994. If either that the Program should not be continued for any reason, the cancelled by written notification of either party during the periods of August, 1993 and/or August, 1994.~~

COMPENSATION

~~This compensation is separate and apart from other compensation arrangements in the WHC/HAMTC Agreement.~~

- ~~(a) — Following the development of the Orientation Program and its presentation to all bargaining unit employees and management, the WHC Wage Progression Schedule will be amended to reflect a 1% increase effective on the date that the Westinghouse Craft Alignment Program is put into effect, but no earlier than October 3, 1992.~~
- ~~(b) — If the parties agree to continue the Westinghouse Craft Alignment Program beyond the date of October 1, 1993, The WHC Wage Progression Schedule will be amended to reflect a 1% increase, effective October 2, 1993.~~
- ~~(c) — If the parties agree to continue the Westinghouse Craft Alignment Program beyond the date of October 1, 1994, the WHC Wage Progression Schedule will be amended to reflect a 2% increase, effective October 1, 1994.~~

~~The Westinghouse Craft Alignment Program is a mutual assistance program in the performance of work with another bargaining unit classification where the bargaining unit employee has the qualifications and can perform the work safely.~~

~~It is not the intent of the Westinghouse Craft Alignment Program to eliminate Jurisdictional boundaries. Each craft shall continue to maintain its jurisdiction. It is recognized that through acceptance, by both labor and management, of the Westinghouse Craft Alignment Program another bargaining unit jurisdiction may assist in certain aspects of the task. The craft that has jurisdiction when being assisted by another craft, shall direct and determine the extent of the assistance of the supporting craft following the spirit and intent of the Westinghouse Craft Alignment Program.~~

~~It is our joint expectation that should an employee or group of employees have a dispute arising out of the resultant implementation of the Westinghouse Craft Alignment Program, they shall notify their appropriate steward who may present the dispute to the ad hoc committee for prompt resolution.~~

~~November 13, 1992 11:00 a.m.~~

~~It is also our joint expectation that should a supervisory or management staff member experience a dispute arising out of the resultant implementation of the Westinghouse Craft Alignment Program, they shall notify their appropriate manager who may present the dispute to the ad hoc committee for prompt resolution.~~

~~The following examples are representative of some mutual assistance situations which Labor and Management have developed:~~

- ~~1. One craft assisting another craft going for parts or materials when one is in a difficult area (Instrument Technician taking a scope to support electrician when the electrician is tied up in the field.)~~
- ~~2. Carpet Installer/Painters helping Sign Painters hang signs.~~
- ~~3. Boilermakers and Pipefitters working in conjunction on soot blower valves.~~
- ~~4. Composite crew working on emergency jobs, i.e. leaking water line requiring pumps and machinery. Crafts involved were Millwrights, Pipefitters, Boilermakers and Truck Drivers. (Pipefitters laying out hoses for pumps, Millwrights help in laying out hoses, Millwrights and Boilermakers help Operators in starting engine pumps; Truck Drivers assist in laying out electrical cords.)~~
- ~~5. Riggers assisting electricians in picking up and rigging motors.~~
- ~~6. Select PMs (crane) (Load stops, bare bones inspection).~~
- ~~7. Safety observer for firewatch.~~
- ~~8. Material Coordinators and Health Physics Technicians work together on excessing.~~
- ~~9. Boilermakers and Sheet Metal on any work on hoods.~~
- ~~10. Trouble shooting HVAC Fitters and Electricians.~~
- ~~11. Housekeeping (clean up).~~
- ~~12. Changing light bulbs. (selected application).~~
- ~~13. Two Man Rule (security aspect).~~

Tentative Agreement
Pat Connolly 1/24/13
David E. ... 1/21/13
... 1/21/13

Fluor HanfordCHPRC Workers' Compensation (Attachment P)

Background:

Today, if an employee loses work time due to an occupational illness or injury, they have the ability to receive time-loss benefits from the DOE's self-insured workers' compensation program as administered by Contract Claims Services Incorporated (CCSI). In calculating the time-loss benefit, CCSI includes all earnings; base pay, overtime, shift differential, certification pay and corporate reimbursable pay over the twelve months prior to the injury. On average, the time-loss benefit equals 65% of the earnings during the previous twelve months.

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

Under the current process, FH pays the employee the difference in their base pay and the amount received as a time-loss benefit from CCSI. This process allows for the employee to maintain current on deductions for medical insurances and company sponsored savings programs. This also allows the employee to receive the difference in the withheld taxes, due to the time-loss benefit being nontaxable. In some cases, this difference can equate to several hundreds of dollars.

Proposal:

FH is proposing to implement a benefit, through 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 receiving 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 while receiving time-loss compensation from the WCCA.

FH 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 CCSI, 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 Act (FICA) at 7.65% [Social Security and Medicare]

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

| | |
|------------------------------|------------------|
| \$30.38 x 40(hrs) = | \$1,215.04 |
| \$42.59 - \$2.40- \$60.75* = | \$ 105.74 (less) |
| \$166.39 (FIT 15%) | \$ 166.39 (less) |
| \$ 89.51 (FICA 7.65%) | \$ 89.51 (less) |
| | <u>\$ 853.39</u> |

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

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

FH CHPRC 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. ~~FH~~ CHPRC 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, CHPRC 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 CHPRC Time Information System (TIS).

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

Example:

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

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

Tentative Agreement

Pat Connolly 4/4/13
Bill Long 4/4/13
Jim Mal 4/4/13

ARTICLE IX

TIME OFF WITH PAY (TOWP)

1. Policy

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

2. Definitions

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

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

UNDELETE
RAC
Jim

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

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

~~Facility Closure Day (FCD) - 80 hours~~

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

~~Sick/Excused (S/E) - 56 hours~~

3. Accruals

A. Time off with pay is accrued as follows:

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

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

Tentative Agreement

- 1) Days worked.
 - 2) Days taken as TOWP.
 - 3) When an employee takes time off without pay, but for no more than fifteen (15) consecutive working days.
- C. TOWP is accrued by the employee only while on regular full-time ~~or part-time~~ status. When an employee's status changes from temporary to full-time with no break in continuous service, the date of hire determines the employee's TOWP accrual rate and shall be retroactive to that date.
- D. An employee may accumulate up to a maximum of 2080 hours of TOWP.
4. Facility Closure Days (FCDs)
- A. ~~Fluor Hanford~~ **CHPRC**, will be closed nine (9) days, except for essential employees.

The nine (9) facility closure days are:

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

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

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

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

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

Tentative Agreement

- 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 work day 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 work day following the second facility closure day.

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

- 1) When a facility closure day (FCD) falls on an employee's scheduled Friday or Saturday off, he shall observe the last preceding regularly scheduled workday/days as a FCD. If the preceding work day (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) ^{delete} Up to a **Nine** (9) hours taken from the time off with pay (TOWP) ~~or, at the option of the employee.~~ ^{delete}
 - b) At the employee's option, eight (8) hours taken from the TOWP and one additional hour may be worked during the week in which the holiday falls.
 - c) The method in which hours will be allocated in (b) will be with management approval. The additional time worked will be paid at the straight-time rate. No overtime compensation will be paid for the additional hour or half-hours worked.
- 3) When an FCD falls on the scheduled Friday workday, eight (8) hours of TOWP may be taken.

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

- 1) **For the purpose of determining days of rest on FCD's the following applies:**
 - a) **For the Monday through Thursday schedule, the first day of rest will be Friday, the second will be Saturday, and the third will be Sunday.**
 - b) **For the Tuesday through Friday schedule, the first day of rest will be Saturday, the second will be Sunday and the third will be Monday.**
- 2) **For the purpose of observing FCD's on days of rest, the following applies:**
 - a) **When a FCD falls on the first or second day of rest, it shall be observed on the last preceding regularly scheduled work day.**

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

3) The hours will be allocated as follows:

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

5. ~~Disability (Short Term) TBD~~

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

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

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

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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.~~
 - ~~2) There will be no further accumulation of salary continuance days after December 31, 1997. Salary continuance hours used after that date to supplement STD will not be restored.~~
- ~~C. TOWP can be used to supplement STD payments to one hundred (100%) percent of pay.~~
- ~~D. Medical, dental and life insurance benefits can continue during the short term disability period provided the employee continues to pay the required employee premiums.~~

6.5. TOWP Policy Guidelines

- A. Normally, TOWP time off is approved in advance by the employee's supervisor. In the case of absences due to accident, illness or emergencies, notification of supervisors is required as soon as possible.
- B. The granting of single day or less TOWP will be accomplished on the basis that additional payroll premiums or operating costs will not be incurred
- C. The progress of the work must be considered in granting TOWP periods. This consideration may result in limiting the number of personnel in a crew or shift that can be off at one time.
- D. Except as herein provided, seniority will prevail in the selection process for TOWP periods as outlined below.
 - 1) At the start of the calendar year the TOWP schedule will be circulated in accordance with seniority. At least one (1) full week, which may include plant closure days, must be scheduled as a block at this time.
 - 2) After the initial scheduling, the TOWP schedule will again be circulated, in seniority order, to reserve no more than three (3) TOWP periods of less than one (1) week.
 - 3) After the second circulation, employees may schedule their remaining TOWP days in single day or less increments on a first come first served basis.
- E. To assure firm commitments and barring unforeseen emergencies, the scheduling of at least one (1) week of TOWP and the three (3) TOWP periods detailed in D 1) and D 2) must be completed by March 1st.
- F. If an individual wishes to change his scheduled TOWP period, the normal procedure will be to wait until all other personnel have chosen their periods and then reschedule. However, in a case of undue hardship, the employee should

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state the facts ~~on a "DSI" to his foreman~~ **in writing to his manager** and consideration will be given to working out an alternate solution.

- G. For employees that work shifts, the one (1) week or more of TOWP may be scheduled to correspond to their appropriate shift schedule.
- H. On an individual basis exceptions may be allowed so as to permit employees to use all of their TOWP-as split TOWP days. Such exceptions will be considered only in cases of undue hardship.

~~7.6.~~ The Employer may require that TOWP for illness or accidents be supported by proper medical evidence.

~~8.7.~~ Return to Work after Time Off With Pay Due to Illness or Injury

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

~~9.8.~~ Time Off with Pay Upon Termination

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

~~10.9.~~ Time Off with Pay Upon Leave of Absence

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

~~11.10.~~ Time Off With Pay Cash Out

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

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- A. Employees will be allowed one (1) cash out in a calendar year, except in those cases when the employee is terminating.
- B. Employees may request cash out of accumulated TOWP; however, a reserve of at least one hundred twenty (120) hours must remain in the TOWP account. **An employee may elect irrevocably on or before December 31st of each year to receive cash for a minimum of 20 hours up to a maximum of 120 hours, depending on the employee's annual PTB accrual she or he accrues in the immediately following year; however, hours cannot be cashed out prior to being earned. A reserve of at least one hundred twenty hours must remain in TOWP.**
- C. Maximum of one hundred twenty (120) hours may be cashed out per calendar year.
- D. The rate of cash out will be at the base salary at the time of cash out. Cash out will be in increments of one (1) hour. **In no case will hours be cashed out during a pay period when overtime has been worked.**

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RP Connolly 4/3/13
OSM 4/3/13
B... 4/3/13

ARTICLE XXIV
LABOR ASSETS MANAGEMENT PROGRAM (LAMP)

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

FILLING ASSIGNMENT VACANCIES AND JOB OPENINGS

1. Prior to an open requisition being filled an internal only "Notice of Opening" shall be posted by way of the site CHPRC-wide intranet. A notice will be sent to the HAMTC business office. This will start a ten (10) day calendar window of opportunity for employees in the affected seniority group to submit a Request For Reassignment (RFR) to their Company's Labor Assets Coordinator. The most senior employee in another supervisory work group within CHPRC/M&EC, submitting a RFR Request for Reassignment and has no official disciplinary actions on file, will then be assigned/transferred to the opening, providing he has been on his present assignment for at least twelve (12) months after being fully trained and qualified, and has at least two (2) years seniority.
 - A. Employees will be selected according to the rules of seniority. Exceptions may occur for reasons such as health and safety of the employees, last chance disciplinary letters, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, and circumstances of individual hardship to the employee.
 - B. An individual who is selected for the open position will be moved to the new work location within thirty (30) calendar days. Exceptions must be approved by the Director of Industrial Labor Relations, who will also provide written justification for the delay to HAMTC.
 - C. Staff the backfill (one only) with the most senior employee's RRF within the ~~FH,~~ CHPRC, M&EC, WCH, MSA, WRPS, ESHI, CH2M, Hanford, PHFI or ATL. If a

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vacancy created by a transfer is to be backfilled, it will be filled by outside hire.

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

2. If there is a Declaration of Excess:

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

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

1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group Company.

2) The employee identified in 1) above shall be laid off, bump/displace the least senior employee in the classification across FH, CHPRC, M&EC, MSA, WRPS, WCH, ESHI, CH2M Hanford PHFI and ATL.

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

General Exception:

1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.

2) The excessed employee and the most senior employee who has put in a bid for a vacancy will be handled as follows:

a) If the excess employee is the most senior the open position is filled.

b) If the employee having submitted an ~~RRF~~ RFR is most senior, he will be moved to the vacant job opening. The employee identified for excess will be assigned to the backfill and the process is ended.

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

4. Persons in layoff status, if qualified, will be the first recruitment source for job openings, including entry level that might develop.

5. Candidates as referenced in Article XXV, Miscellaneous Conditions, Section 89, Recruitment Sources will be considered.

6. Consideration will be given to employees who have requested a reassignment from their current seniority group to another classification in a different seniority group, as described in Article XII, Seniority, Section 7.

7. After the above provisions have been exhausted, FH the Company may hire from the outside.

PROBATIONARY EMPLOYEES

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

TEMPORARY REASSIGNMENT

1. The needs of FH the Company may warrant that a certain work scope is of a nature that requires the expeditious mobilization of crafts to temporarily support or supplement the existing workforce of a project. When rush needs are identified, the ~~Industrial~~ Labor Relations organization will determine, with management, the availability of crafts for temporary reassignment to perform the work.
- ~~2. If it is determined that a pre-selected supplementary work force is desired to respond to rush needs, discussions will be held with the Council before such crew is established.~~
- ~~3.2~~ Assignment of an employee from one project supervisory work group to another for a period of ~~sixty (60)~~ ninety (90) working days or less is considered a "temporary reassignment". Temporary assignments are limited to ninety (90) cumulative days within a twelve (12) month period and may be extended upon mutual agreement between both parties. As a general guideline, management will assign employees for such assignment based on the following:
 - A. Volunteers.
 - B. Lacking volunteers, the least senior employee within the supervisory work group.
- ~~4.3~~ 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.