

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

This Agreement is made and entered into this TBD, 20123 by and between WASHINGTON RIVER PROTECTION SOLUTIONS, LLC. (WRPS), its successors, hereinafter called “the Employer,” and the Hanford Atomic Metal Trades Council, AFL-CIO, hereinafter called “the Council,” and is applicable to all work done under the Tank Operations Contract (TOC) River Protection Project (RPP), by the work force defined in Article I of the Collective Bargaining Agreement.

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

THE PARTIES TA'ED THIS LANGUAGE ON 1/17/13

PREAMBLE

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

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

THE PARTIES TA'ED THIS LANGUAGE ON 7/19/12

ARTICLE 1

UNION RECOGNITION

1. The Employer, in the operations of all its Hanford contracts, agrees to recognize the Hanford Atomic Metal Trades Council as the sole collective bargaining representative in all matters pertaining to wages, hours, and working conditions, for all WASHINGTON RIVER PROTECTION SOLUTIONS, LLC employees in the bargaining unit as defined by the National Labor Relations Board in all applicable certifications and recognitions and whom it employs for the TOC:
 - A. Case No. 19-RC-208
 - B. Case No. 19-RC-459
 - C. Case No. 19-RC-1381
 - D. Case No. 19-RC-1553
 - E. Case No. 19-RC-1917
 - F. Case No. 19-RC-2770
 - G. Case No. 19-RC-3430
 - H. Case No. 19-RC-5965
 - I. Case No. 19-RC-7255
 - J. Case No. 19-RC-6395
 - K. Case No. 19-RC-13356
 - L. Case No. 19-RC-13730

2. The Employer recognizes that it is the responsibility of the Council to represent the employees effectively and fairly. In the event of any violation of the terms of this Agreement, the responsible and authorized representatives of the Council or the Employer, as the case may be, shall promptly take such affirmative action which is within their power to correct and terminate such violation.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

3. In the event personnel represented by HAMTC under a certification not listed herein become employed by the employer, the respective certification shall be included in this agreement and the parties shall meet to discuss applicable Appendix A items.

ARTICLE II

MANAGEMENT RIGHTS

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

ARTICLE III

UNION SECURITY/DUES CHECK-OFF/UNION REPRESENTATION

1. Payment of Union Membership Dues

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

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

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

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 the earnings, payable to such employee, union dues (including initiation fee, if any) and promptly remit same through the Council to the appropriate union affiliated therewith.
- B. Subject to applicable law, any such authorization shall be revocable by the individual employee as described in the form of authorization agreed to by the parties.
- C. Deductions will only be made from the wages of employees who have executed and delivered to the Employer a written authorization in the agreed form.
- D. Indemnity Agreement
The Council shall indemnify and save the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of or by reason of action taken by the Employer in making payroll deductions of union membership dues and/or initiation fees, as herein defined.
- E. As part of the hiring process, regular full-time and temporary employees within the bargaining unit will be routed to HAMTC as part of their sign-up procedure.

3. Remittance and Statement to the Council

The Employer shall furnish to the Council the following data:

- A. On or before the fifteenth day of each month:
 - (1) The total amount of monthly dues (and initiation fees, if any) deducted from earnings payable on the first payday 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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

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

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

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

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

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

THE PARTIES TA'ED THIS LANGUAGE ON 6/14/12

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 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, sexual orientation, national origin, age, religion, disability, 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 procedures. 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 jurisdiction 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 represents the Employer's employees, it shall provide the Employer with documents supporting the Council's official position on such assignments.
4. It is the Employer's intent to assign all regular maintenance work in engineering, research and laboratory facilities to bargaining unit personnel.

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

ARTICLE VI

HEALTH AND SAFETY

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

**WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013**

managing personnel exposures. Consistent with this principle, the employer will establish administrative dose control levels for all employees. The control

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

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

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

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

6. HEALTH AND SAFETY COMMITMENT

Washington River Protection Solutions (WRPS) 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 WRPS the Employer and HAMTC agree to work together for the betterment of our shared workforce and workplace. A number of initiatives have been, and continue to be, developed at the Hanford Site which includes participation of the Employer and coordination with other Hanford Contractors to ensure worker involvement in the safety process. This involvement includes worker participation in the development of safety program elements, site wide standards, review of safety issues in the 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 these safety programs. This ownership will be built through active participation in safety-related work groups, work planning, workplace committees, and councils where our workforce and management collaborate to prevent and/or resolve safety issues. HAMTC will appoint provide employee representatives for such working groups, committees and councils to provide valuable field input and worker perspectives. The arrangement for HAMTC participation on all committees and councils will be through the Council President.

WRPS and its subcontractors, if any, The Employer recognizes the value of employee-based natural work groups and foster communication and input processes to address safety-related issues at all levels in the organization. In order to ensure that every employee's safety concern is heard at the appropriate level in the organization, WRPS the Employer will make certain that every employee has an avenue to provide input into safety programs which encourages free communication, without fear of any reprisal, and the ability to partner with management at all levels in employer organizations to identify and resolve safety issues. These avenues, where the bargaining unit representatives participate, include the WRPS Project Manager's Accident Prevention Council (PAPC), the Employee Accident Prevention Council (EAPC), HAMTC Safety Representatives, HAMTC Health Advocate, HAMTC VPP Coordinator, Site Wide Standards, management open door policy, Problem Evaluation Request (PER), 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

7. HAMTC SAFETY REPRESENTATIVE PROGRAM

The previous Tank Operations Contractor 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 the company, to formally serve as safety and health representatives for the HAMTC workforce.

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

The Employer ~~shall continue~~ is committed to fund the HAMTC Safety Representative positions consistent with the work scope covered under the Employer’s contract with the Department of Energy (DOE). ~~current full time safety representative positions.~~ 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 these funded positions maintained by the Employer. ~~safety representatives.~~ In the event of such changes, the parties will meet to discuss the appropriate impacts.

8. Continuous Wear of Respiratory Protection

The Employer will not require an employee to continuously wear any type of respiratory protection which requires the use of a tight fitting face piece for more than three (3) hours without 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.

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 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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

<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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

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

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

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

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 8:00 7:30 am, the second eight nine (8/9) shift shall start between the hours of 3:30 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:

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 4:00 pm and 6:00 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 Manager of Labor Relations and the President of the Council.

I. Twelve (12) Hour Shift Schedule:

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

Uniform Special Shifts

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

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

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

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

30 minute lunch

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

30 minute lunch

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

30 minute lunch

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

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

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

B. 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 4-5 below.
5. Certain employees such as Stationary Operating Engineers (SOE's) work eight (8) hours per shift, including lunch period.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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.~~ **If within four (4) working days (excluding Fridays, Saturdays, Sundays and facility closure days) from the date a new special shift/schedule is proposed by the Company, the Council fails to provide either its approval or a written justification for denial, the Company may implement the shift/schedule without incurring penalty.**
7. ~~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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 ~~5-6~~, of this Article.

14. Establishment of Shifts and Temporary Shift Assignments:

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

~~B. A. Generally, temporary 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 WRPS.

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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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-eight (58)~~ **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)~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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)~~ **forty (40) fifty-eight (58) 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 all hours worked in ~~Excess of~~ **forty (40) fourteen (14) fifty-eight (58) 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.~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.

10. Reporting Time Pay

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

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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.**~~

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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.

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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 2) An employee earns 4.92 hours per week (256 hours per year) beginning on the sixth through tenth year of continuous service.
 - 3) An employee earns 5.69 hours per week (296 hours per year) beginning on the eleventh through twentieth year of continuous service.
 - 4) An employee earns 6.46 hours per week (336 hours per year) annually beginning on the twenty-first year of continuous service and each year thereafter.
- B. Time off with pay is accrued when an employee receives pay from the Employer for:
- 1) Days worked.
 - 2) Days taken as TOWP.
 - 3) When an employee takes time off without pay, but for no more than fifteen (15) consecutive working days.
- C. TOWP is accrued by the employee only while on regular full-time ~~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~~ **WRPS**, 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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- Thanksgiving Day
- Friday after Thanksgiving
- December 24th
- Christmas Day

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

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

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

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

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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) Up to Nine (9) hours taken from the time off with pay (TOWP) or, at the option of the employee.
 - b) At the employee's option, eight (8) hours taken from the TOWP and 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.**
 - 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), at the option of the employee

b) At the employee's option, eight (8) hours taken from the TOWP and two additional hour may be worked during the week in which the holiday falls.

c) The method in which hours will be allocated in (b) will be with management approval. The additional time worked will be paid at the straight-time rate. No overtime compensation will be paid for the additional hour or half-hours worked.

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~~

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.~~

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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- D. Except as herein provided, seniority will prevail in the selection process for TOWP periods as outlined below.
- 1) At the start of the calendar year the TOWP schedule will be circulated in accordance with seniority. At least one (1) full week, which may include plant closure days, must be scheduled as a block at this time.
 - 2) After the initial scheduling, the TOWP schedule will again be circulated, in seniority order, to reserve no more than three (3) TOWP periods of less than one (1) week.
 - 3) After the second circulation, employees may schedule their remaining TOWP days in single day or less increments on a first come first served basis.
- E. To assure firm commitments and barring unforeseen emergencies, the scheduling of at least one (1) week of TOWP and the three (3) TOWP periods detailed in D 1) and D 2) must be completed by March 1st.
- F. If an individual wishes to change his scheduled TOWP period, the normal procedure will be to wait until all other personnel have chosen their periods and then reschedule. However, in a case of undue hardship, the employee should state the facts 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 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.

- 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.

THIS ARTICLE WAS TA'ED BY THE PARTIES ON 6/14/12

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 Manager of Labor Relations, WRPS 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.

THE PARTIES TA'ED THIS ARTICLE ON 1/17/13

ARTICLE XI

WORKERS' COMPENSATION

1. All Workers' Compensation claims files that are receiving time loss payments prior to ratification of this agreement shall be administered in accordance with Article XI of the 2002 CH2M Hanford/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 is compensable under Workers' 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 N).

The process for the DEB will be for WRPS 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

THE PARTIES TA'ED THIS ARTICLE ON 1/29/13

ARTICLE XII

SENIORITY

1. HAMTC represented employees who have accumulated seniority with Washington Closure Hanford (WCH), Advanced Technology and Laboratories (ATL), CH2M Hill Plateau Remediation Company (CHPRC), and Mission Support Alliance (MSA) will continue to accumulate and retain accrued seniority upon being assigned to WRPS.
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 temporary 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 Labor Relations and, as openings

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

occur, they will be given consideration on the basis of their continuous service. Applicants for such reassignments must have satisfactory qualifications. The seniority of an employee so reassigned will continue in his former seniority group for a period of twelve (12) weeks, exclusive of any time he might be off the active payroll, unless he was reassigned due to a force reduction in his former classification, in which case the provisions of Section Twelve (12)A of this Article will apply. During the twelve (12)-week period, the reassigned employee may be returned to his former classification or a lower classification in his former seniority group, depending on his seniority in his former seniority group at the time if,

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

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

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

requested, and mailed to the last address on record in the Employer's Employment Office. If the employee does not report or give satisfactory explanation within two (2) weeks, seniority will be extinguished.

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 Worker's Compensation such individual will be credited with his full seniority, as determined by the rules set forth in the above sections of this Article.

ARTICLE XIII

CONTINUITY OF SERVICE

1. HAMTC represented employees who have accrued service credits with either CHPRC, or M&EC, WCH, ESHI, ATL, or MSA and WRPS will continue to accrue service credits upon being assigned to WRPS.
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 Site 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 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 exceeds six (6) months, no service credits will be allowed for the excess time. However, where the absence of such an employee is due to a compensable accident, and where the employee is re-employed without loss of continuity of service, service credits will be restored for the period of his absence in excess of six (6) months up to a maximum of six (6) additional months. For all other absences of two (2) weeks or less, such employees will receive service credits, but if absence is longer than two (2) weeks no service credits will be allowed for any part of such absence.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

- C. Notwithstanding the above provisions, a person who is returned to work directly from an absence of greater than one year that is classified by the State of Washington as a compensable disability absence will have prior service credits, as well as service credits for the first twelve (12) months of absence, restored. Up to an additional twelve (12) months of service credits may be granted upon approval of the President of the Employer or the designated representative.

ARTICLE XIV

GENERAL PROVISIONS

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

ARTICLE XV

LEAVE OF ABSENCE AND MILITARY LEAVE

1. Employees with at least one (1) year of continuous service may be granted leave of absence, without pay, for compelling personal reasons except employment elsewhere, for a period of three (3) months or less, upon the approval of the ~~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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

8. Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to thirteen (13) working days during which he is absent in a calendar year. There will be no deduction of service credits or seniority for these absences. Such military pay differential shall be the amount by which the employee's normal salary, calculated on the basis of workweek up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from the Federal or State Government. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.

~~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.

ARTICLE XVI

WORK CONTRACTED OUTSIDE

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

ARTICLE XVII

GRIEVANCE PROCEDURE

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

PRE-GRIEVANCE ORAL DISCUSSION

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

If the Council wishes to grieve the actions of another facility/company and where there are no stewards in that location, **the Site Project Steward or appropriate Chief Steward** a steward will present the grievance to ~~his immediate~~ the appropriate manager of that Facility / Company. Grievances that cross Company lines will be filed by a member of the HAMTC. Labor Relations personnel will facilitate this process ~~a meeting~~ a meeting with the Grievant's immediate manager, the appropriate steward and the manager involved in the alleged violation. **The Company recognizes the grievant's right to attend if requested.**

STEP 1

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

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

STEP 2

If not satisfactorily settled at Step 1, the written grievance shall **be discussed in a meeting between the Company, a Representative of the affiliate(s) who filed the grievance and a HAMTC Representative.** referred to the Council Grievance Committee which will schedule a meeting on a monthly basis for discussion of unresolved grievances with Employer representatives. The Council shall advise the Employer regarding the grievance to be presented **at least five (5) days before the meeting- no later than the 3rd Wednesday of the Month.** The Employer shall deliver its answer to the Council within ten (10) days after completion of discussions of any grievance.

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

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 9. All grievances filed and requested for arbitration after ratification of this Agreement must have arbitrators chosen and scheduled within six (6) calendar months after the request for arbitration has been submitted.**

ARTICLE XVIII

ARBITRATION

1. Any grievance which remains unsettled after having been fully processed pursuant to the Grievance Procedure, may be taken to arbitration, by request of either party, within sixty (60) days after the Step 1 answer has been rendered. All grievances filed and requested for arbitration after ratification of this agreement must have arbitrators chosen and scheduled within six (6) calendar months after the request for arbitration has been submitted.

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 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 arbitrators must have a security clearance as required by the Department of Energy.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 RPP 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 "Agreement of Non-Disclosure of Proprietary Information," 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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

ARTICLE XIX

WAGE AND SHIFT PREMIUM

1. Appendix A, attached hereto, contains wage scales, seniority groups, job classifications in the various seniority groups and lines of progression for each classification group as mutually agreed upon by the Employer and the Council, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
2. Employees will be placed on the progression scales at the appropriate rate of pay for their assigned classification and their rates will increase with the progression scale for their classification as set forth in, and in accordance with the provisions of Appendix A, effective as of the date of this Agreement.
3. The pay period for HAMTC represented employees shall be on a weekly basis. The Employer will endeavor to pay all wages earned during a pay period on the Friday immediately following the weekly pay period.
4. An employee may be "detailed" to a higher rated job classification and a higher rate for a period of one (1) day, on the basis of the rules of transfer, if fully qualified, and assigned to and given the full responsibility of the higher rated job for the full day.
5. Only employees qualified to perform the higher rated job and who, in most cases, are on top of the progression schedule in their present classification will be given the full responsibility of temporary assignment to a higher rated job. All other factors being equal, detailing will be assigned according to seniority. Detailing will be divided as equally as practicable among employees having the same seniority date.
6. General Wage Increase
 - A. Effective April 2, 2007 Fluor Hanford, Inc. thirty (30) days from ratification of this contract the Appendix A Wage Scale will be amended to reflect a general wage increase of ~~three point five percent (3.5%)~~ one point five percent (1.5%) to each employee's paid wage rate and new progression schedules, job classifications and wage scales, excluding shift differential or overtime premiums.*

*Not included in this booklet.
 - B. Effective April 7, 2008 the first Monday of the second year of this contract a general wage increase of ~~three point five percent (3.5%)~~ one point five (1.5%) will be added to each employee's paid wage rate. ~~in effect on April 6, 2008.~~
 1. ~~In addition to the general wage increase resulting from (B.) above, a cost-of living adjustment will be made. The amount of the cost-of living~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers - U.S. City Average All Items (1982-1984 = 100), hereafter referred to as the "Index" from February 2007 to February 2008 in accordance with the following formula.~~

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

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

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

C. ~~Effective April 6, 2009~~ **Effective the first Monday of the third year of this contract** a general wage increase of ~~three point five percent (3.5%)~~ **two percent (2%)** will be added to each employee's paid wage rate. ~~in effect on April 5, 2009.~~

~~1. In addition to the general wage increase resulting from (C.) above, a cost-of-living adjustment will be made. The amount of the cost-of-living adjustment, if any, shall be determined based on the increase in the Bureau of Labor Statistics Consumer Price Index Urban Wage Earners and Clerical Workers - U.S. City Average All Items (1982-1984 = 100), hereafter referred to as the "Index" from February 2008 to February 2009 in accordance with the following formula.~~

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

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

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- D. ~~The parties agree that beginning February 2, 2009, for a period of sixty (60) days thereafter, this contract will be reopened for the limited purposes of negotiating wage rates to be effective in 2010 and 2011 with a wage increase floor of two point seven five percent (2.75%) for each year, and health plan items (excluding pensions and savings plan) for 2011 and 2012.~~

~~If at the end of the sixty (60) day period, which expires April 2, 2009, the parties do agree upon new items and conditions for wage rates in 2010, 2011 and benefit plan changes in 2011 and 2012, the contract will continue until March 31, 2012.~~

~~If at the end of the sixty (60) day period which expires April 2, 2009, the parties have failed to agree upon new terms and conditions for wage rates in 2010, 2011 and benefit plan changes in 2011 and 2012, the contract will end on March 31, 2010.~~

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

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

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

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

7. Shift Premium

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

Employees who are assigned to and work on any day on a recognized shift which is scheduled to start before 6:00 a.m. or end after 6:00 p.m. will receive a shift differential of seventy five (75) cents per hour while working such shifts.

Employees working on a 12-hour shift 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.

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

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

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

ARTICLE XX

BENEFITS

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~~ E

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

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

WRPS and HAMTC will continue a Health Care Committee comprised of a Hanford Employee Welfare Trust (HEWT) Benefit Plan Representative, a CHPRG HEWT Financial Representative, and an IR 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. 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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:

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 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 WRPS 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 WRPS 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, WRPS 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 WRPS, 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 WRPS 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.**

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

The Parties TA'ed this Article on 6/14/12

ARTICLE XXI

APPRENTICES

The Apprenticeship Program jointly administered by the Employer and the Council in accordance with the Standards of Apprenticeship, as approved by the Washington State Apprenticeship Council, shall be continued during the term of this Agreement. By mutual agreement, the parties will determine the staffing needs of the Program.

2. It is understood by the parties that there 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 WRPS Joint Apprenticeship Training Council (WRPS-JATC) Apprenticeship Program cannot be displaced by a Journeyman unless so stipulated within the Standards of Apprenticeship.
4. The parties have agreed that there will be no more than approximately* one (1) apprentice for five (5) journeymen in any craft-type seniority group. It is understood that the ratio may not be maintained during a period of staffing a new facility.
5. Employees in the ~~WRPS-JATC~~ Apprenticeship Program may be displaced at the time they complete their apprenticeship program provided the displacing employee was in the same classification as the Apprentice and the displacing employee had greater seniority than the Apprentice when the reduction of force actually occurred.

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

ARTICLE XXII

SEPARATION PAY ALLOWANCE

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

2. General

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 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 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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

The Parties TA'ed this Article on 1/29/13

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. WRPS and its subcontractors, if any, 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 bona fide labor organization.

ARTICLE XXIV

LABOR ASSETS MANAGEMENT PROGRAM

1. The transfer of WRPS HAMTC represented employees within to ~~CH2M Hanford, FH ATL, M&EC, PHFI, and WCH, MSA, and CHPRC/ESHI,~~ and from ATL, M&EC, WCH, MSA, and CHPRC ~~CH2M Hanford, FH, ATL, PHFI, and WCH/ESHI~~ to WRPS will occur in accordance with this article.
2. All active HAMTC represented employees shall be assigned to perform work in their regular job classification for WRPS ~~CH2M HILL Hanford Group, Inc.,~~ and its subcontractors, if any. 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 an ~~RPP subcontractor,~~ WRPS ~~if any.~~ 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 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 sitewide WRPS-wide intranet. A notice will be sent to the HAMTC business office. This will start a ten (10) calendar day window of opportunity for employees in the affected seniority group to submit a Request for Reassignment Request Form (RRF) (RFR) to their ~~the WRPS~~ Company's Labor Assets Coordinator. The most senior employee in another supervisory work group within WRPS, submitting a Request for Reassignment Request Form (RRF) (RFR) 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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

qualification, **and** circumstances of individual hardship to the employee being assigned.

- 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 **Manager** of Labor Relations, **WRPS** CH2M Hanford, who will also provide written justification **for the delay** to the HAMTC Council.
 - C. **If a vacancy is created by a transfer is to be backfilled, it will be filled by an outside hire.** Staff the backfill (one only) with the most senior employee's RRF **RFR** within the **WRPS**, CH2M Hanford, FH, ATL, **M&EC**, PHFI, and WCH/ESHI, **MSA** and **CHPRC**.
 - D. **The twelve (12) month trained and qualified requirement is not applicable if an employee has been involuntarily reassigned and / or exceeded 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:
 - (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 **WRPS**, CH2M Hanford, FH, **M&EC**, **ATL**, **PHFI**, and **WCH/ESHI**. **MSA** and **CHPRC**
 - C. Excess of position with openings in the Excessed classification:
 - (1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
 - (2) The excessed employee and the most senior employee who has put in a bid for the vacancy will be handled as follows:

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- (a) If the excess employee is the most senior the position is filled.
 - (b) If the employee having submitted an ~~RRF~~ **(RFR)** is the 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 9, 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, **WRPS the Company** ~~CH2M Hanford~~ 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 the **WRPS Company** ~~CH2M Hanford~~ may warrant that a certain work scope is of a nature that requires the expeditious mobilization of crafts to temporarily support or supplement the existing workforce of a project. When rush needs are identified, the ~~Labor Assets Coordinator~~ **Relations organization** will determine, with the company management, the availability of crafts for temporary reassignment to perform the work.
- ~~2. If it is determined that a pre-selected supplementary work force is desired to respond to rush needs, discussions will be held with the Council before such crew is established.~~
- ~~3~~ 2. Assignment of an employee from one project **supervisory work group** to another for a period of ~~sixty (60)~~ **one hundred twenty (120) ninety (90)** working

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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. **Project.**

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 percent (5%) above their current step progression rate.** The Working Leader classification is not treated as a higher classification for purposes of seniority.

3. Employees will be at the place of work designated by the Employer at the starting time and shall remain at their place of work until quitting time.
4. Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. Locker and showers will be provided for 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)

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 ~~directed to work beyond their regular shift~~ 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 a tight fitting face piece for more than three (3) hours without there being a fifteen (15) minute period during which that employee would

~~not be required to wear this type of respiratory protection. The three hour period shall begin when the entire work crew has donned the respiratory protection, ready to perform the job and end once the entire work crew begins to exit. The employee may elect to volunteer to exceed the 3 hour criteria above with Project management's approval based upon the working conditions related to a specific work scope.~~

~~The three hour restriction would not apply to atmosphere supplying respirators, powered air purifying respirators (PAPR) including hoods, or pressure demand respirators. The employer would not require an employee to wear such respiratory protection for greater than four (4) hours without there being a thirty (30) minute period in which that employee would not be wearing such respiratory protection. The four hour period shall begin when the entire work crew has donned the respiratory protection, ready to perform the job and end once the entire work crew begins to exit.~~

98. Recruitment Sources

In attempting to fill job openings with outside hires, the Employer will regard employees covered by a HAMTC agreement and who have been permanently (expected to last six [6] or more months) and involuntarily laid off for lack of work from such employer from other Hanford site Department of Energy contractors, and their subcontractors, who are currently performing work that is directly covered by a HAMTC agreement 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.

10.9. Temporary Employees

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

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

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

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

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

Temporary employees will be eligible for Facility Closure Day 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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 CHPRCPHFI, 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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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. **Increase or decreases in employment levels will be determined by the workplace 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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.~~

- H. Employees will not be laid off as a result of ~~implementation~~— **application** of this program.
- I. **Compensation**
- a. **The Wage Progression Schedule is reflective of the four percent (4%) increase to all bargaining unit employees which was implemented between October 1992 and October 1994.**
- b. **The CAP will continue in full force and effect from this date, and henceforth on an annual basis from year-to-year without requiring an annual review process.**
- c. **Either of the parties may request in writing, that a formal review of the program be conducted. If during the review process, either party cancels the program, the negotiated Wage Progression Schedule will be amended to reflect a 2% decrease of each employee’s paid wage rate.**
- J. ~~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.~~
- K. ~~After the CAP has been put into effect,~~ **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.
- L. ~~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~~

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.~~

~~12.~~ 11. There shall be no restrictions on work methods, techniques, production or equipment. It is the intent of the parties to perform work covered by this Agreement in the most efficient and cost effective manner possible, provided that those efficiencies are not in violation of any terms of this Agreement.

~~13.~~ 12. Employer Provided Information

- A. The Employer will furnish the Council with seniority lists of employees in the bargaining unit. Revised seniority lists will be furnished at three (3) month intervals.
- B. The Employer will give the Council President the names of employees to be laid off for lack of work prior to the time the employees are given written notification. The Council President will also be given the names of any employees who are discharged. In case of intent to discharge a Steward, the Employer shall notify the Council President immediately.
- C. The Employer will, twice each month, furnish the Council with the names, addresses (if the addresses are available), and job classification of newly hired or re-hired employees who are covered by this Agreement.
- D. The Employer shall furnish to each employee covered by the Agreement, a copy of said Agreement, and further, shall furnish a copy to each employee hired in the bargaining unit.
- E. The Employer will furnish bulletin boards for use of the Council for posting Council announcements. Data, notices, or bulletins, which the Council desires to have posted, will be routed by the Council through Employer ~~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.

14- 13. Political Action Contribution

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

15- 14. 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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

given an appropriate amount of time not to exceed four (4) months to obtain a license prior to transferring to the open position. Additional compensation will not be given to employees upon obtaining a CDL.

~~16.~~ 15 Voluntary Reduction of Force

In the event that employees ~~on~~ of the ~~Hanford Plant~~ WRPS 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.

~~17.~~ 16 Welding Pool

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

The Parties TA'ed this Article on 6/14/12

ARTICLE XXVI

AUTHORITY

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

ARTICLE XXVII

SAVINGS CLAUSE

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

ARTICLE XXVIII

DURATION

1. This Agreement shall become effective the first **Monday following thirty days after ratification** day of April 2007 and shall continue in full force and effect through the 34st day of March 2010 ~~completion of the second (2nd) (date to be determined)~~ or the 34st 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 ~~the completion of either the 2nd or 3 year of the agreement~~ **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-AC27-08RV14800**, as amended between the Employer and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice thereof to the Council.

ARTICLE XXIX

INTELLECTUAL PROPERTY AGREEMENT

Attachment I, attached hereto, which by reference is made a part of this Agreement as though full set forth in the body of the Agreement, will be executed by each employee as a condition of employment with ~~CH2M Hanford~~ **WRPS**.

SIGNATURE PAGE

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

For the Employer

Michael G. Dickinson
Manager Labor Relations

For the Council

David E. Molnaa
HAMTC President

ATTACHMENT A
OVERTIME PROCEDURE

1. PURPOSE

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

2. METHOD OF DISTRIBUTION

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

F. Overtime Sign-Up/Scheduling

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

2. **Voluntary Sign-up of Overtime:**

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

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

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

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

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

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

1) Signed-up employees within the primary overtime group.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 2) If additional resources are needed after completing step 1, the remaining eligible employees in the primary overtime group will be offered the overtime starting with the employee with the fewest accumulated overtime hours and progressing in sequence to the employee with the most accumulated overtime hours to fill the overtime need.
- 3) Lacking volunteers, non-volunteers within the primary overtime group will be assigned, as needed, starting with the eligible employee with the least seniority and progressing in sequence to the eligible employee with more seniority to fill the overtime need.
- 4) In the event additional employees are required after going through step 3, employees in the secondary (backup) overtime group will be assigned in the order described in steps 1 through 3 above.

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

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

- 1) In the event of scheduled vacation, sick time or personal business, no attempt to contact an employee employee will be made.
- 2) If an employee is on approved PTB on the day immediately preceding or following his scheduled days of rest or Facility Closure Day, he will not be contacted for overtime on his days of rest or Facility Closure Day, unless he is on the sign-up list for those days.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

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

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

3. ANNUAL RECORD RENEWAL

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

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

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

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

3. DELETIONS FROM THE RECORD

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

- A. The employee is medically restricted from working overtime based on the recommendation of the site medical provider.
- B. The employee is removed from payroll for any reason.
- C. The employee is absent from work a period of thirty (30) calendar days, excluding vacation.

5. ADDITIONS TO THE RECORD

A. New Hires

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

B. Job Reassignment

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

C. Removals and Additions

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

- 1) If the period of absence from any list is ninety (90) days or less, the employee shall be returned or added to the group with the average hours of the group, effective the date of addition.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

D. Temporary Assignment (within a classification)

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

6. Facility Closure Days

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

7. APPRENTICE OVERTIME

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

8. TEMPORARY UPGRADES

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

before employees from outside the group. They will not normally be considered for overtime in their regular classification.

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

9. OVERTIME MEAL

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

10. OVERTIME DISTRIBUTION

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

distribution of overtime. A record of overtime assignments shall be kept and made available to the Steward on request.

11 OVERTIME STAFFING

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

12 OVERTIME GROUPS

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

~~A. The supervisory groups or the immediate work groups as established in the Appendix A's for the specific seniority group/classification.~~

~~B. The general area(s) within which the work group/supervisory group is located. This may involve multiple companies.~~

~~1) 100 Areas~~

~~2) 200 Areas~~

~~3) 400 Areas~~

~~4) 300 Areas~~

~~5) 1100 Areas~~

~~6) 700 Areas~~

~~7) 600 Areas~~

43 12. TEMPORARY EMPLOYEES

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

The Parties TA'ed this Attachment on 1/25/13

ATTACHMENT B

EMPLOYEES PROMOTED FROM THE BARGAINING UNIT

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

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

ATTACHMENT C

2009— TBD INSURANCE, PENSION AND SAVINGS AGREEMENT

BETWEEN

FLUOR HANFORD, INC. WASHINGTON RIVER PROTECTION SOLUTIONS

AND

HANFORD ATOMIC METAL TRADES COUNCIL

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

TITLE I

Section 1

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

Section 2

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

Section 3

The Company will make available to employees the Hanford Contractors Multi-Employer Savings Plan for HAMTC-Represented Employees (hereinafter referred to as

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

the “Savings Plan”), subject to the terms and conditions of such plan, the provisions which are set out in the Plan document.

Section 4

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

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

Section 5

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

Section 6

The Company agrees to make available to employees the ~~Fluor Hanford, Inc.~~ WRPS Long Term Disability Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 7

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

Section 8

The Company agrees that it will make available to the employees of ~~Fluor Hanford, Inc.~~ WRPS Dental Plans, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 9

The Company agrees that it will make available to employees of ~~Fluor Hanford, Inc.~~ WRPS a Vision Care Plan. This coverage may be a stand-alone plan. This vision

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

coverage will not be offered to those electing alternative medical plans provided such plans include similar vision care benefits.

Section 10

The Company agrees that it will make available to the employees the ~~Fluor Hanford, Inc.~~ **WRPS** Travel Accident Insurance Plan, the benefits and provisions of which are set forth in the Summary Plan Description document.

Section 11

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

Section 12

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

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

Section 13

A claim of an employee concerning his rights under the terms of the Short Term Disability Plan, the Basic Life Insurance and Accidental Death and Dismemberment Plan, the PPO Medical Plan, the Pension Plan, the Savings Plan, the Personal Accident Insurance Plan, the Long Term Disability Plan, the Dependent Life Insurance Plan, the Travel Accident Insurance Plan, the Dental Plans, and the Vision Care Plan, may be processed in accordance with the Grievance Procedures set forth in Article XVII of the 2007-FH ~~TBD~~ **WRPS**/HAMTC Agreement. However, no matter or controversy

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

concerning the provisions of this Agreement or such Plans or the interpretation or application thereof shall be subject to any arbitration procedure by virtue of this or any other agreement between the parties or otherwise.

Section 14

The Company agrees that during the terms of this Agreement:

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

TITLE II – INSURANCE

Section 1

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

Section 2

- (a) To the extent that during the term of this Agreement there shall be in effect any state or federal law providing for the payment to any of the employees of benefits for non-occupational sickness and accident or hospitalization, or for other health or sickness benefits, the Company without further collective bargaining may, as to such employees as shall be subject to such laws:

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- (1) Qualify the Medical Plans, Short Term Disability Plan or Long Term Disability Plan in substitution for the Plan provided by such law, if permissible, making such modification in such plans as it deems necessary or appropriate to obtain such qualifications.
- (2) Otherwise comply with such law and either exclude from the Medical Plans, Short Term Disability Plan, or Long Term Disability Plan all benefits of the nature provided by such law, or vary or amend such Plans to provide different or reduced benefits which would supplement those provided under such law.

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

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

Section 3

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

adjustment involved will be automatically applicable to all employees enrolled in the Plan.

Section 4

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

TITLE III – PENSION

Section 1

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

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

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

Section 2

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

Section 3

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

Section 4

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

TITLE IV – SAVINGS

Section 1

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

Section 2

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

Section 3

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

Section 4

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

TITLE V – DURATION

Section 1

This Agreement between the Company and the Council shall become effective as of ~~April 1, 2007~~ TBD and shall, subject to the terms, continue in full force and effect as to the Company and the Council until ~~March 31, 2010 or March 31, 2012~~ TBD, except that it shall be terminable by the Company prior to that date in the event the Company shall cease to manage, operate and maintain the Hanford Plant of the Department of Energy under Prime Contract ~~DE-AC06-96RL-13200~~ DE-AC27-08RV14800 as amended, between ~~Fluor Hanford, Inc.~~ WRPS and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice to the Council.

Section 2

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

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

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

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

David E. Molnaa, President
Hanford Atomic Metal Trades Council

William B. Engel, Director
Labor Relations
CHPRC

ATTACHMENT D

CDL DRIVERS DRUG TESTING

The Parties TA'ed this Attachment on 10/30/12

April 1, 2007

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" that reflects the ~~CH2M Hanford~~ **WRPS** program for Commercial Driver's License (CDL) random drug testing. Additionally, items listed below reflect the Company position on other CDL items. This document represents the same agreement that has been in place since March 29, 1993.

A. Accommodation - Medical Reasons

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

1. Accommodation within the existing classification.
2. Accommodation within the seniority group.
3. Placement elsewhere within ~~CH2M Hanford~~ **WRPS**
4. A reduction in force in accordance with the terms of the collective bargaining agreement.

A. Accommodation - Non-Medical Reasons

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

1. In the case where an employee has made several attempts (more than 3 attempts) to pass the CDL test and has failed, the appropriate union chief steward, the President of HAMTC, the ~~CH2M Hanford~~ **WRPS MANAGER, 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 ~~CH2M Hanford~~. WRPS
 - c. A reduction of force in accordance with the terms of the collective bargaining agreement.

C. 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 ~~CH2M Hanford~~ WRPS and HAMTC.

Respectfully,

TBD

S/William B. Engel

William B. Engel, Director
Labor Relations

WBE: NMA

Please indicate your concurrence by signing below and returning this letter to the sender.

S/David E. Molnaa

Date 12-21-2007

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Enclosure 1

MEMORANDUM OF UNDERSTANDING

Consisting of 4 pages, including coversheet

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

**March 29, 1993 - Original
March 30, 2002 – Updated
April 1, 2007 - Updated**

This document represents the understandings and agreements between CH2M Hanford WRPS 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 driver's 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 CH2M Hanford WRPS benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the HAMTC/CH2M Hanford WRPS Collective Bargaining Agreement.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 Site Occupational Medical Contractor (SOMC). Such follow up monitoring will occur for a minimum of 12 months and a maximum of 24 months, as determined by SOMC.

5. Non-Suspicion Based Post Accident Testing

Employees who test positive under non-suspicion based post-accident testing will be discharged from ~~CH2M Hanford~~ **WRPS**

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 ~~CH2M Hanford~~ **WRPS**

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

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

7. Second Time Positive Drug Tests

An employee who tests positive a second time under the CDL drug testing process will be discharged from employment with ~~CH2M Hanford~~ **WRPS**.

8. Employee Notification to Report

Employees will be notified in writing (e.g. “DSI”) by a member of ~~CH2M Hanford~~ **WRPS** 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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 SOMC 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.

TBD

~~S/William B. Engel~~

~~William B. Engel
Labor Relations, CH2M Hanford~~

~~Date: 12-21-2007~~

S/David E. Molnaa

David E. Molnaa, President
Hanford Atomic Metal Trades Council

~~Date: 12-21-2007~~

Enclosure 2

DEPARTMENT OF TRANSPORTATION ALCOHOL TESTING

Consisting of 5 pages, including coversheet

ATTACHMENT D

April 1, 2007

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

Dear Mr. Molnaa:

DEPARTMENT OF TRANSPORTATION ALCOHOL TESTING

Attached please find the "Memorandum of Understanding" ON THE SUBJECT OF RANDOM ALCOHOL TESTING UNDER THE Department of transportation's Alcohol Testing regulations. This document represents the same agreement that has been in place since December 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 CH2M Hanford- WRPS 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,

TBD

SAWilliam B. Engel

William B. Engel, Director
Labor Relations

Attachment

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

Please indicate your concurrence by signing below and returning this letter to the sender.

S/David E. Molnaa

Date 12-21-2007

David E. Molnaa, President
Hanford Atomic Metal Trades Council

ATTACHMENT D

DEPARTMENT OF TRANSPORTATION - ALCOHOL TESTING PROGRAM
COMMERCIAL DRIVERS LICENSE

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

This document represents the understandings and agreements between CH2M Hanford **WRPS** 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 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 Driver's License (CDL) are subject to 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 the confirmation positive 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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 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 Contractor (SOMC) 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 Contractor. An employee must successfully participate in a follow up care and monitoring program under the direction of medical personnel at HEHF.

- C. An employee who is required to possess a CDL must be medically cleared to return to work by SOMC 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 SOMC 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 CH2M-Hanford WRPS benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short term disability consistent with the WRPS /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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 SOMC or any voluntary rehabilitative opportunities such as Alcoholics Anonymous or group support efforts.

8. Collective Bargaining Agreement

Although CH2M-Hanford WRPS 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.

S/William B. Engel

William B. Engel, Director
Labor Relations

S/David E. Molnaa

David E. Molnaa, President
Hanford Atomic Metal Trades Council

Date: 12-21-2007

Date: 12-21-2007

ATTACHMENT E

EMPLOYEE MEDICAL / DENTAL PREMIUMS

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

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

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

Group Health Options

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

2013 Premiums

2014 Projected Premium with Escalation @12%

2014 Employee Contribution (%)

2014 Maximum Employee Contribution (\$)

Employee	\$ 587.02	\$ 657.46	22%	\$ 144.64
Employee +1	\$ 1,074.23	\$ 1,203.14	22%	\$ 264.69
Employee + >1	\$ 1,802.13	\$ 2,018.39	22%	\$ 444.04

2014 Premiums

2015 Projected Premium with Escalation @12%

2015 Employee Contribution (%)

2015 Maximum Employee Contribution (\$)

Employee	\$ 657.46	\$ 736.36	24%	\$ 176.73
Employee +1	\$ 1,203.14	\$ 1,347.51	24%	\$ 323.40
Employee + >1	\$ 2,018.39	\$ 2,260.59	24%	\$ 542.54

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

The Maximum Monthly Contributions are based on a projected 12% increase in the premium for health plans for years ~~2013~~ 2014-2016.

In the event the premium increase is less than 12%, the Employee Contributions will be based on the percents specified for each plan.

In the event the premium increase is greater than 12%, the Employees Contributions will be based on the Maximum Employee

Monthly Contribution rate specified in this document.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

UNITED HEALTHCARE (UHC)

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

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

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

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

The Maximum Monthly Contributions are based on a projected 12% increase in the premium for health plans for years ~~2013-2014-2016~~.

WRPS PROPOSAL TO HAMTC. - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

In the event the premium increase is less than 12%, the Employee Contributions will be based on the percents specified for each plan.

In the event the premium increase is greater than 12% the Employees Contributions will be based on the Maximum Employee

Monthly Contribution rate specified in this document.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

WILLAMETTE DENTAL

2013 Premiums 2013 Employee Contribution (%) 2013 Maximum Employee Contribution (\$)

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

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

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

2014 Projected Premiums 2015 Projected Premium with Escalation @ 5% 2015 Employee Contribution (%) 2015 Maximum Employee Contribution (\$)

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

2015 Projected Premiums 2016 Projected Premium with Escalation @ 5% 2016 Employee Contribution (%) 2016 Maximum Employee Contribution (\$)

	2015 Projected Premiums	2016 Projected Premium with Escalation @ 5%	2016 Employee Contribution (%)	2016 Maximum Employee Contribution (\$)
Employee	\$ 40.99	\$ 43.04	25%	\$ 10.76
Employee +1	\$ 82.14	\$ 86.24	25%	\$ 21.56
Employee + >1	\$ 153.88	\$ 161.57	25%	\$ 40.39

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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/colorectal 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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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 Out: \$20 Generic, \$45 Brand Not subject to deductible	No Change	Three-Tier Rx Plan In Network Retail: \$20/\$40/\$60 (generic/formulary brand/non-formulary/specialty) Mail Order: \$40/\$80 (90 day supply) Subject to formulary Allergy Serum - No Change Out-of-Network: \$25/\$45/\$65 Not subject to deductible	Three-Tier Rx Plan In Network Retail: \$20/\$40/\$60 (generic/formulary brand/non-formulary/specialty) Mail Order: \$40/\$80 (90 day supply) Subject to formulary Allergy Serum - No Change Out-of-Network: \$25/\$45/\$65 Not subject to deductible	Three-Tier Rx Plan In Network Retail: \$20/\$40/\$60 (generic/formulary brand/non-formulary/specialty) Mail Order: \$40/\$80 (90 day supply) Subject to formulary Allergy Serum - No Change Out-of-Network: \$25/\$45/\$65 Not subject to deductible
Prescription Drugs (cont)					
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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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	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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

<p>mammograms *Routine well man exams, including PSA tests. *Routine wellness care. *Immunizations, may not include shingles.</p>						
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WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

<p>Lab & X-Ray Services</p>	<p>In Network: 80/20% Out of network: 60/40%</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>
<p>Chiropractic Care</p>	<p>In Network: 80/20% Out of Network: 60/40% Visits: 20 total</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>
<p>Express Scripts, Inc</p>	<p>Retail (30 day supply): \$7 generic / \$30 brand name preferred/ \$45 brand non- preferred. Mail (90-day supply): \$14/\$60/\$90</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>
<p>Express Scripts, Inc</p>	<p>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</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>
<p>Express Scripts, Inc</p>	<p>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</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>	<p>No Change</p>
<p>Specialty Drug</p>	<p>Mail (90-day supply): \$25/\$70/\$100</p>	<p>No deductible</p>	<p>No deductible</p>	<p>No deductible</p>	<p>No deductible</p>
<p>Step Therapy Program</p>	<p>Step Therapy Program</p>	<p>Step Therapy Program</p>	<p>Step Therapy Program</p>	<p>Step Therapy Program</p>	<p>Step Therapy Program</p>
<p>Prior Authorization</p>	<p>Prior Authorization</p>	<p>Prior Authorization</p>	<p>Prior Authorization</p>	<p>Prior Authorization</p>	<p>Prior Authorization</p>

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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	No Change	\$125 per visit plus 20% after deductible	\$125 per visit plus 20% after deductible	\$150 per visit plus 20% after deductible	
Ambulance	80/20% after deductible	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% After deductible	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	In Network: <u>Outpatient:</u> 80/20% <u>Visits:</u> 30/CY 20 for Cardiac and Pulmonary <u>Inpatient:</u> 80/20% <u>Visits:</u> 30/CY	No Change	No Change	No Change	No Change	No Change

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

<p>calendar year. • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year. • 20 visits of pulmonary rehabilitation therapy per calendar year. • 20 visits of cardiac rehabilitation therapy per calendar year. Out-of Area Benefits are limited as follows: • 30 visits of physical therapy per calendar year. • 30 visits of occupational therapy per calendar year. • 30 visits of speech therapy per calendar year. • 20 visits of pulmonary rehabilitation therapy per calendar year.</p>	<p>20 for Cardiac and Pulmonary Out of network: 60/40%</p>					
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WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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

	In-network: UHC	No Change	No Change	No Change	No Change	No Change	No Change
Vision Exam	<p>VISION Annual Exam : \$10 co-pay</p> <p>Out of network: Exam annually. 85% of R&C. Maximum reimbursement in a calendar year is \$165 for exam and hardware combined.</p>	No Change	No Change	No Change	No Change	No Change	No Change
	In-network: UHC	No Change	No Change	No Change	No Change	No Change	No Change

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

<p>Optical Hardware</p>	<p>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>					
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WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

Willamette Dental of Washington

Benefit	2012		2013		2014		2015		2016	
	Co-Payment		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*
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	\$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%
All X-rays	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Teeth Cleaning	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Fluoride treatment	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Sealants	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Head and Neck Cancer Screening	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Oral Hygiene Instructions	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Periodontal Screening	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
Periodontal Maintenance	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%
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%
Permanent Crowns	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120
Complete Upper or Lower Denture	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170	\$170
Bridge per tooth	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120
All lab fees	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%	Covered at 100%

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

Endodontics and Periodontics					
Root canal therapy - anterior	\$50	\$50	\$50	\$50	\$50
Root canal therapy - bicuspid	\$75	\$75	\$75	\$75	\$75
Root canal therapy - molar	\$100	\$100	\$100	\$100	\$100
Osseous Surgery - per quadrant	\$140	\$140	\$140	\$140	\$140
Root Planning - per quadrant	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%
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					

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

Delta Dental of Washington

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

ATTACHMENT G

March 31, 2002

2002 IR-081

Mr. Thomas J. Schaffer, President
Hanford Atomic Metal Trades Council
P. O. Box 898
Richland, Washington 99352

Dear Mr. Schaffer,

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 Human Resources **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 certifications/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.

Very truly yours,

S/William B. Engel
William B. Engel, Manager
Labor Relations

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

ATTACHMENT H

~~March 31, 2002~~

~~Mr. Thomas J. Schaffer, President
Hanford Atomic Metal Trades Council
P. O. Box 898
Richland, Washington 99352~~

~~Dear Mr. Schaffer,~~

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.

Very truly yours,

TBD

~~S/William B. Engel~~

~~William B. Engel, Manager~~

~~Labor Relations~~

Attachment

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

MANAGER – PROCUREMENT

1. Receive and review all requests for procurement actions (usually fabrication and/or services) that might affect the HAMTC-represented employees and that are or are not accompanied by a completed “Turndown” document that assigns the work to offsite resources.
2. Ensure that the Labor Leasing ~~Relations manager~~ **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 Labor Leasing Manager **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 Labor Leasing Manager **Relations Office** and the HAMTC for review before agreeing to such modification.
5. Direct questions and/or challenges to the Labor Leasing Manager **Relations Office** or designee of Labor Relations.

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 is aware of and follows the provisions of Article XVI, “Work Contracted Outside,” of the ~~CHG~~ **WRPS/HAMTC** Agreement. This includes the requirement for following the provisions of the “Turndown Procedure.”
5. A joint ~~CHG~~ **WRPS**/HAMTC committee will review procurement and P-card records on a quarterly basis.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

TURNDOWN CHECK SHEET

Requesting Contractor _____

Point of Contact _____

Date _____

Phone # _____

Description of the work:

Are the following elements available to do the work?

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

Ability to meet the required completion date of _____ (if unable to meet the required completion date, the "customer" **Employer** 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, including a list of appropriate affiliates and projected man-hours) held with the appropriate HAMTC representatives and the ~~IR~~ **Labor Relations** representative on:

_____ Date _____ Time _____

What alternate solution was suggested? (HAMTC has until end of ~~second~~ **3rd** working day after discussions to provide alternate solution to work turndown, unless the time is extended by mutual agreement).

	<u>Yes</u>	<u>No</u>
Is the alternate solution acceptable?	_____	_____
Why not?	_____	_____

Assigned to Plant Forces Date _____

Assigned to Offsite Resources Date _____ PO# _____

Name and Title _____ Date _____

Approved _____ Date _____

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

Labor Leasing Manager Relations Office

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.

- | | <u>Yes</u> | <u>No</u> |
|---|------------|-----------|
| 4. Was the delivered product reworked by HAMTC – represented employees?
(HAMTC to provide this information.) | _____ | _____ |
| 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 WRPS Labor Relations Office Leasing Manager or his
Designee and the HAMTC? _____

ATTACHMENT I

INTELLECTUAL PROPERTY AGREEMENT

Agreement made by and between WRPS CH2M HILL Hanford Group, Inc., a Washington corporation, having a place of business at the Hanford Site in Richland, Washington (hereinafter referred to as the “Company”), and

(Employee name and payroll number).

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

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

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

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

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

By _____
(Employee)

Date _____

ATTACHMENT J

**GROUP HEALTH OPTIONS, INC.
WASHINGTON RIVER PROTECTION SOLUTIONS
GROUP HEALTH OPTIONS
SUMMARY OF EMERGENCY AND TRAVEL BENEFITS**

Definitions:

Out of Area – Emergencies are covered by Group Health Options anywhere in the world. However, you should notify Group Health 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 **Consulting Nurse at 1-800-297-6877**. Out of the country call collect at 001-206-901-4636.

Urgent Care – Urgent care is covered for conditions that are not life-or-death, but must be resolved quickly to prevent them from becoming more serious. A referral is not required. 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 Consulting Nurse at 1-800-297-6877. In many areas, the consulting nurse can direct you to an affiliated facility where you may receive care and make your regular co-payment.

Kaiser Permanente – Group Health Options members will be able to use Kaiser Permanente clinics and hospitals when traveling or living temporarily (up to 90 days), 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
1-800-297-6877

Notification Line
when you're admitted
to a non-Group
Health hospital.
1-800-457-9516

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

Group Health Travel
Advisory Service
1-800-562-6300,ext. 3488

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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 <u>55</u>
012	Track Inspectors Track Equipment Operators – I Trackman	Operating Engineers, Local 280

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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	Operating Engineers, Local 280

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

	Crane Operators	
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
060	Chemical Technologists	United Steel Workers Local 12-369

**WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013**

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 12-HOUR SHIFT SCHEDULE

UNIFORM SHIFTS

Uniform 12-hour shift schedules, to be used if such schedules are developed subsequent to this date. The 12-hour shift schedules will be recognized as the uniform shifts. All 12-hour shifts will be grandfathered.

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

- When the interest or need to establish a 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 12-hour shift will be considered on an individual basis.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

The following shift is the recognized uniform 12-hour shift schedule:

12-Hour Shift

A. Section I: General Provisions

This Agreement replaces the following portions of the 2007 CH2M Hanford/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) Workday

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

2) Workweek

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

3) Schedule of Hours

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

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

C. Section III: Overtime and Premium Rates

1) Time and one-half will be paid for all hours worked in excess of ~~Work In Excess Of Fourteen (14) Hours In A Workday.~~ **Twelve hours in an employee's work day, or over forty hours in a work week.**

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

~~2) Work In Excess Of Forty (40) Hours In A Workweek.~~

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

~~1) Overtime will be paid as follows for employees who normally work a 12-hour work schedule:~~

~~E. Time and one-half (1-1/2X) will be paid for hours worked in excess of nine (9) twelve (12) hours in a single workday.~~

~~B. Double time (2X) **Time and one-half (1-1/2X)** will be paid for all hours worked in excess of twelve (12) **forty (40) fifty-eight (58) hours in a single workday workweek.**~~

3) Days Of Rest

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

3) 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.

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

4) Work on a Facility Closure Day

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

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

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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

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

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

~~6) Call-In Pay~~

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

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

5) Under no circumstance will an employee receive payment from the Company while utilizing a privately owned vehicle 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) 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.

~~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~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- 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) ~~Employees who are scheduled to start work prior to the starting time of their regular schedule and who thereafter complete their regular schedule will be paid at the applicable overtime rate from the time they report to work until the starting time of their regular schedule.~~

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

~~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.~~

9.6) ~~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~~

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

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.

10.7) Canceled Overtime Pay

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

11.8) 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., Work on a Facility Closure Day; 6.F., Call In Pay; 9., Reporting Time Pay; and 10., Canceled Overtime Pay, shall the total compensation to an employee exceed two times (2X) the straight time rate.~~

12. Overtime Meals

- ~~1. Employees shall be provided a meal period 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.~~
- ~~2. Employees called in for emergency work shall be provided a meal period and an opportunity to eat such meal on Company time at approximately six (6) hour intervals except as provided in C. below.~~
- ~~3. Notwithstanding the foregoing, a meal period 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.~~

13.12. 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.

14.13) 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.

15.14) 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.

16. 15) TOWP During The Workday

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

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 schedule shift.

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

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

Employees eligible for Workers' Compensation time-loss payments may be eligible for an additional "Disability Equalizer Benefit (DEB) in accordance with the provisions of Article XI.

E. **Section V: Military Service**

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

1) **Military Pay Differential**

- a) It is the policy of the Company to recognize employee obligations to perform temporary or short term military duty, required by annual military encampment for reservists. To the extent practicable and consistent with an orderly prosecution of work, employees will be granted absences from the work to fulfill such military obligations and will receive allowances as provided herein below.
- b) Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to thirteen (13) working days during which he is absent in a calendar year. Service credits and seniority will continue to accrue for these absences. Such military pay differential shall be the amount by which the employee's normal salary, calculated on the basis of work week up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from the Federal or State Government. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.
- 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.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- e) 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 duty and/or active duty. A military pay differential shall be granted until return to work for employees called out for such duty. Service credits and seniority will continue to accrue for these absences. The military pay differential will be calculated as set forth in Section eight (8) of Article XV of the 2007 CH2M Hanford/HAMTC Collective Bargaining Agreement.

F. Section VI: Separation Pay Allowance

1. General

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

2. Exceptions

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

~~S/William B. Engel~~
Bill Engel, Director
Labor Relations
CH2M Hill Hanford Group, Inc.

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

~~April 1, 2007~~
Date

~~April 1, 2007~~
Date

ATTACHMENT M

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.~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~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.~~

~~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.~~

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- ~~3. Assignments will be completed through mutual assistance in the performance of work with another classification where the employee has the qualifications and can perform the work safely.~~
- ~~4. Job classifications, seniority and seniority rules will be unchanged.~~
- ~~5. There will be no formal cross-training program into other classifications; however, incidental on the job training and mutual sharing of knowledge and skill, in order to accomplish the work in a more efficient and cost effective manner, will be expected.~~
- ~~6. There will be no change in layoff procedure. If layoffs occur, they will be made within each classification on the basis of seniority and the ability to do the work within a classification. Consistent with past and present philosophy of Westinghouse, increases or 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~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

~~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.~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

~~(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:~~

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

- ~~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).~~

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

ATTACHMENT N

CH2M WRPS Hanford Workers' Compensation

The Parties TAed this Attachment on 1/17/2013

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 Penser North America. In calculating the time-loss benefit, Penser North America 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, WRPS pays the employee the difference in their base pay and the amount received as a time-loss benefit from Penser North America. 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:

WRPS 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 Administration (WCCA), currently Penser North America.

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.

WRPS 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

Disability Equalizer Benefit (DEB)

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

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

Base Hourly Wage x 40(hours), less deductions for medical, dental insurances, savings contribution up to 5% maximum and Federal Income Tax (FIT) at 15% and Federal Income Contributions 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
\$42.49 – \$2.40 – \$60.75* =	\$ 105.74 (less)
\$166.39 (FIT 15%)	\$ 166.39 (less)
\$89.51 (FICA 7.65%)	<u>\$ 89.51 (less)</u>
	\$ 853.39

Administratively calculated net pay while working = \$853.39

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

Actual time-loss compensation 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.

In this case, the administratively calculated net pay while working is more than calculated net pay for the 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)

WPRS 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.

WRPS PROPOSAL TO HAMTC – AMENDED LAST, BEST AND FINAL - JUNE 26, 2013

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. WRPS 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, WRPS 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 FH 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, WRPS 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

- WRPS' 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
 - WRPS will continue to review all time-loss cases with the WCCA
 - WRPS will continue meetings with the WCCA and DOE to evaluate open cases
 - WRPS will continue to interface with employees and management on case progress and accommodating work restrictions.
 - WRPS will continue to maintain close communications with the WCCA claims adjusters.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

Arrears Balances

This provision applies only to employees that are receiving time loss benefits from the WCCA.

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 WCCA. The employee may also elect to pay the balance in weekly increments less than the amount of time the employee was absent from work.

WRPS PROPOSAL TO HAMTC - AMENDED LAST, BEST AND FINAL - JUNE 26,
2013

**Hanford Site Pension Plan
(Effective 1/1/14)**

Accrued pension benefits earned prior to January 1, 2014 will not change.

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

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

Grandfathered Participants

Pre January 1, 2014:

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

Added to:

Post January 1, 2014:

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

Non-Grandfathered Participants

Pre January 1, 2014:

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

Added to:

Post January 1, 2014:

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

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

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

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

**Hanford Site Pension Plan
(As of contract effective date)**

New hires to Washington River Protection Solutions, LLC (WRPS) will not be eligible to participate in the Hanford Multi-Employer Pension Plan for HAMTC Represented Employees. In lieu of the pension plan, participants will be eligible to participate in the Hanford Site Savings Plan for HAMTC Represented employees and will receive an Enhanced Defined Contribution Plan which includes an employer contribution of 5% of the employee's base pay.

Employees receiving the Enhanced Defined Contribution plan will continue to be eligible for company match contributions to the Defined Contribution Plan 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.