

K# 1608

2002 LABOR AGREEMENT

BETWEEN

FLUOR HANFORD, INC. (FH)

AND

HANFORD ATOMIC METAL TRADES

COUNCIL (HAMTC), AFL-CIO

MAR 31<sup>st</sup>, 2002 - 2007

clause: 2004  
wages +  
Benefits

137 pages

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**LABOR AGREEMENT BETWEEN**  
**FLUOR HANFORD, INC.**  
**AND HANFORD ATOMIC METAL TRADES**  
**COUNCIL, AFL-CIO**

This Agreement is made and entered into this MAY day of 31, 2002 by and between Fluor Hanford, Inc., 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 Project Hanford Management Contract, by the work force defined in Article I of the Collective Bargaining Agreement.

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

## **PREAMBLE**

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

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

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

## **ARTICLE I**

### **UNION RECOGNITION**

1. The Employer, in the operations of all its Hanford contracts, agrees to recognize the Hanford Atomic Metal Trades Council as the sole collective bargaining representative in all matters pertaining to wages, hours, and working conditions, for all employees in the bargaining unit as defined by the National Labor Relations Board in all applicable certifications and recognitions and whom it employs at and for the Project Hanford Management Contract.
  - A. Case No. 19-RC-208
  - B. Case No. 19-RC-459
  - C. Case No. 19-RC-1381
  - D. Case No. 19-RC-1553
  - E. Case No. 19-RC-1917
  - F. Case No. 19-RC-2770
  - G. Case No. 19-RC-3430
  - H. Case No. 19-RC-5965
  - I. Case No. 19-RC-7255
  - J. Case No. 19-RC-6395
  - K. Case No. 19-RC-13570
  - L. Case No. 19-RC-13341
  - M. Case No. 19-RC-13640
2. The Employer recognizes that it is the responsibility of the Council to represent the employees effectively and fairly. In the event of any violation of the terms of this Agreement, the responsible and authorized representatives of the Council or the Employer, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

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

## **ARTICLE III**

### **UNION SECURITY/DUES CHECK-OFF/UNION REPRESENTATION**

#### **1. Payment of Union Membership Dues**

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

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

#### **2. Dues Deductions**

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

A. For employees who sign individual authorization forms, as described below, the Employer shall in accordance with such authorization, deduct from the earnings,

payable to such employee, union dues (including initiation fee, if any) and promptly remit same through the Council to the appropriate union affiliated therewith.

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

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

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

### 3. Remittance and Statement to the Council

The Employer shall furnish to the Council the following data:

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

#### 4. Union Representation

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

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

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

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

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

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

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

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

## **ARTICLE IV**

### **NON-DISCRIMINATION**

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

## **ARTICLE V**

### **JURISDICTION**

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

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

## **ARTICLE VI**

### **HEALTH AND SAFETY**

1. The Employer will provide safety inspections, first aid service and safety and radiation protection equipment to minimize accidents and health hazards to the employees at the plant during the hours of their employment. The Council agrees to cooperate with the Employer to the end that employees will use any required safety equipment when so provided and observe such safety and health regulations as prescribed by the Employer.
2. The Employer will set up a safety committee for the Hanford Plant and employees will be asked to serve on the committee for a fixed period of time. The Council shall designate, to serve on the committee in an advisory capacity, a number of employees equal to the number of Employer designees. The committee will meet at least once monthly. The Employer will, upon request, provide the Council minutes or reports of the safety committee meetings as prepared for distribution.
3. The Employer will provide for periodic medical examinations of all employees. Employees may discuss their examinations with the examining doctor. All employees covered by this Agreement will comply with safety rules and regulations established by the Employer and/or DOE covering work performed under this Agreement.
4. When an employee is involved in an industrial accident that combines both personal injury and radioactive contamination, the employee's pay is continued up to the time of his release from the 300 or other Area locations in which the employee undergoes prescribed decontamination procedure. If the employee is released from his area prior to the end of his regular shift, he is continued in a pay status until the end of such regular shift, unless overtime premiums are involved. When in such situations the employee is directed to report to the HEHF facilities in Richland, or to Kadlec Hospital, or the whole Body counter, he will be continued in a pay status until the end of his regular shift if he is released from the facilities mentioned above prior to the end of his regular shift or if he is working hours other than his regular shift, he will be paid at the applicable rate until such time as he is released from the facilities mentioned above, but in no event will he receive more than the equivalent of 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 the principle that radiation exposure should be held to the lowest practical level consistent with the requirements of the job and the interests of the affected employees. Consistent with this principle, the Employer will use its best efforts to ensure employees covered by this Agreement are not subjected to more than three hundred (300) mrem of gamma radiation on a single occasion or during

any seven (7) day period, nor more than three (3) rem of gamma radiation exposure annually. The Employer will use its best effort to plan and execute the work covered by this Agreement to strive to achieve as equitable a distribution of radiation exposure as practical among the employees in the classifications covered by this Agreement consistent with the requirements of the job, efficiency, and productivity.

April 1, 2002

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

Dear Mr. Schaffer:

**LETTER OF UNDERSTANDING**

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

If you are in concurrence with this letter, please sign and return one copy to the Industrial Relations Office for FH.

Respectively,

Frank A. Blowe, Director  
Industrial Relations  
Fluor Hanford, Inc.

mai

Concurrence:

---

Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

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

Fluor Hanford  
PO Box 1000  
Richland, WA 99336

phone  
fax

**FLUOR**

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**Memorandum**

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

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

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

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

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

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

April 1, 1997

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

Dear Mr. Muth:

#### HEALTH AND SAFETY COMMITMENT

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

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

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

Gary Muth, President

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April 1, 1997

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

Very truly yours,

J. H. Hanna, Director  
Industrial Relations

jdc

## **ARTICLE VII**

### **HOURS OF WORK AND SHIFTS**

1. Employees are classified as either:
  - A. Straight-day workers, or
  - B. Shift workers.
2. The standard hours of work and schedules are as follows:
  - A. Straight Day Schedule:

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

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

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

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

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

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

8:00 a.m. to 4:30 p.m.  
30 Minute Lunch
  - B. Eight-Nine (8/9) Work Schedule

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

Shift No.	Hours of Work	Time Worked	Meal Period	Days Of Work	Workweek Begins
EN600**	6:00a-3:30p 6:00a-2:30p	9 8	30 minutes	M-TH F	Friday 10:00a
EN630**	6:30a-4:00p 6:30a-3:00p	9 8	30 minutes	M-TH F	Friday 10:30a
EN700*	7:00a-4:30p 7:00a-3:30p	9 8	30 minutes	M-TH F	Friday 11:00a
EN730**	7:30a-5:00p 7:30a-4:00p	9 8	30 minutes	M-TH F	Friday 11:00a

\*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.

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.

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

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

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

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

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

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

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

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

### **30 Minute Lunch**

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

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

#### **E. Modified Rotating Schedule (P-Q) Five (5) Days:**

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

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

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

### **3. Uniform Special Shifts**

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

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

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

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

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

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

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

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

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

C. Twelve (12) Hour Shift Schedule:

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

4. A "Straight Day" employee is one who is regularly scheduled to start work after 6:00 a.m. and end work before 6:00 p.m. exclusive of overtime. A "Straight Day" employee normally works Monday through Friday, but this may vary. Such shift variations made effective subsequent to the effective date of the Agreement are subject to the provisions of Section 5 below.
5. Certain employees such as Stationary Operating Engineers (SOE's) work eight (8) hours per shift, including lunch period.
6. All new special shifts and schedules will be negotiated with the Council. It is specifically understood and agreed that the Council will not arbitrarily or unreasonably withhold its ratification of, or concurrence with special shifts and schedules established or proposed by the Company.
7. Unusual conditions may require the employees be assigned for a temporary period to a standard shift, which does not rotate, or to standard shifts not rotating more than once a week. Such assignments do not constitute shift changes, which require negotiations with the Council, provided advance notice of at least forty-eight (48) hours is given to the employees involved. Employees will not receive more than one notice of shift change in any forty-eight (48) hour period. Except in cases where an employee may be assigned to substitute temporarily for an absent employee, a change in shift assignment will be for a minimum of one workweek in duration. The return of an employee to his regular shift after temporarily substituting for an absent employee shall not constitute a shift change for purposes of this Article.
8. Employees who are instructed by supervision to work shifts not established by the provisions of this Agreement and not hereafter agreed to by the Council, where required, will be paid time and one-half (1-1/2) for such hours worked. Any claim for payment of said premium pay must be made in writing by the Council within twenty (20) days from the day of the commencement of the new shift or no premium payment will be made.
9. An employee will be given a forty-eight (48) hour notice of any change of shift assignment. Failure to receive the forty-eight (48) hour notice will entitle the employee to payment of the applicable overtime rate for all hours worked on the new shift during said forty-eight (48) hour period.

10. Employees shall be paid for time actually worked computed to the nearest one-tenth (1/10) hour.
11. If work requirements do not permit the scheduling of a lunch period within approximately one (1) hour before or after the middle of the shift, no lunch period as such will be scheduled and payment will be made for all hours worked.
12. It is the intent of the Employer to maintain a work force consistent with scheduled requirements. Under such conditions, every effort will be made to provide regular employment before work is contracted outside.
13. Special Shifts:

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

14. Establishment of Shifts and Temporary Shift Assignments:

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

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

## **ARTICLE VIII**

### **OVERTIME AND PREMIUM RATES**

#### **1. Workday**

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

#### **2. Workweek**

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

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

- A. Time and one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours in a single workday.**
- B. Work in excess of twelve (12) hours in an employee's workday even during shift work:**
  - 1) Double time (2X) will be paid for all hours worked in excess of twelve (12) hours in a single workday.**
  - 2) Double time (2X) will be paid an employee for work performed beyond the end of his workday, during which he shall have worked in excess of twelve (12) hours as described in 1) above, if he has not been away from work at least six (6) consecutive hours before the start of his last assignment in that workday.**
  - 3) Double time (2X) will be paid an employee for work performed beyond the end of his workday during which he shall have worked in excess of twelve (12) hours as described in 1) above, if he has not been away from work for at least six (6) consecutive hours before the start of his next workday.**

#### **C. Work During First Scheduled Day of Rest**

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

D. Work During Second Scheduled Day of Rest

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

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

- A. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of nine (9) hours in a single workday (Monday through Thursday).
- B. Time-and-one-half (1-1/2X) will be paid for hours worked in excess of eight (8) hours on the Friday scheduled as a regular workday.
- C. Double time (2X) will be paid for all hours worked in excess of twelve (12) hours in a single workday.
  - 1) Double time (2X) will be paid an employee for work performed beyond the end of his workday, during which he shall have worked in excess of twelve (12) hours as described in C) above, if he has not been away from work 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. Work in Excess of fourteen (14) hours in a workday.

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

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

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

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. 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.

- C. Under no circumstances will an employee receive payment from the Employer while utilizing a privately owned vehicle during a call-in period.
- D. For hours worked during the period commencing at 7:30 a.m. and ending at 11:30 p.m., call-in payment will be at the applicable overtime rate but will not be less than time and one-half (1-1/2X).
- E. For hours worked during the period commencing at 11:30 p.m. and ending at 7:30 a.m., call-in payment will be at the rate of double time (2X).
- F. Employees who are called in as provided herein will receive not less than the equivalent of four (4) hours pay at their straight-time rate.
- G. Call-in payments are applicable only to work performed outside an employee's regular schedule and will not be made to employees for work performed during their regular schedule.

## 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.
- D. Employees who are scheduled to start work prior to the starting time of their regular schedule and who thereafter complete their regular schedule will be paid at the applicable overtime rate from the time they report to work until the starting time of their regular schedule.
- E. Employees who work scheduled overtime after completing their regular scheduled shift shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- F. Employees reporting for scheduled overtime work will be provided with transportation from the bus lot if required, and regular transportation to the work area is not available and personal transportation is not used.

8. Hold Over Pay

- A. Employees who are held over after working through their regular schedule shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- B. Hold over time shall end when the employee is relieved of his job responsibility. If transportation is required and is not immediately available, the holdover time will continue until he is picked up.

9. Reporting Time Pay

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

10. Canceled Overtime Pay

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

11. Counting Overtime Hours

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

12. Maximum Overtime Rate

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

13. Work on a Facility Closure Day

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

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

- C. In addition, the employee may elect to draw pay from his TOWP account for the number of hours that are in his regular schedule, i.e., 8, 9, 10, or 12 hours.
- 14. When an employee uses TOWP during his regular workday, the TOWP hours will be counted as hours worked for the purposes of determining overtime premium eligibility for that workday.

## 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, time lost from work due to illness or injury, family emergencies or medical/dental appointments.

#### 2. Definitions

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

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

FCD – 80 hours

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

S/E – 56 hours

#### 3. Accruals

##### A. Time Off With Pay is accrued as follows:

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

- 4) An employee earns 6.46 hours per week (336 hours per year) annually beginning on the twenty-first year of continuous service and each year thereafter.
- B. Time Off With Pay is accrued when an employee receives pay from the employer for:
- 1) Days worked.
  - 2) Days taken as TOWP.
  - 3) When an employee takes time off without pay, but for no more than ten (10) consecutive working days.
- C. TOWP is accrued by the employee only while on regular full-time or part-time status. When an employee's status changes from temporary to full-time with no break in continuous service, the date of hire as a temporary employee determines the employee's TOWP accrual rate.
- D. An employee may accumulate up to a maximum of 1000 hours of TOWP.
4. Facility Closure Days
- A. Fluor Hanford, Inc. will be closed nine (9) days, except for essential employees.
- The nine (9) facility closure days are:
- New Year's Day
  - Washington's Birthday\*
  - Memorial Day\*
  - July 4<sup>th</sup>
  - Labor Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - December 24<sup>th</sup>
  - 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 facility closure days fall within a period of four (4) consecutive calendar days and also coincide with an employee's days of rest, the above procedure shall be administered as follows:

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

5. Disability (Short Term)

The Company will provide the following Short Term Disability program:

- A. A Short Term Disability Insurance plan, which pays benefits for absences due to disability, which will be equal to sixty-five (65%) percent of the employee's base

pay rate, which is in effect on the date, the disability begins. STD payments begin on the eighth (8<sup>th</sup>) calendar day of disability and can continue through the one hundred eightieth (180<sup>th</sup>) day of disability.

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

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

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

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

## 6. TOWP Policy Guidelines

- A. Normally, TOWP time off is approved in advance by the employee's supervisor. In the case of absences due to accident, illness or emergencies, notification of supervisors is required as soon as possible.
- B. The granting of single day or less TOWP will be accomplished on the basis that additional payroll premiums or operating costs will not be incurred.
- C. The progress of the work must be considered in granting TOWP periods. This consideration may result in limiting the number of personnel in a crew or shift that can be off at one time.
- D. Except as herein provided, seniority will prevail in the selection process for TOWP periods as outlined below.

- 1) At the start of the calendar year the TOWP schedule will be circulated in accordance with seniority. At least one (1) full week, which may include plant closure days, must be scheduled as a block at this time.
    - 2) After the initial scheduling, the TOWP schedule will again be circulated, in seniority order, to reserve no more than three (3) TOWP periods of less than one (1) week.
    - 3) After the second circulation, employees may schedule their remaining TOWP days in single day or less increments on a first come first served basis.
  - E. To assure firm commitments and barring unforeseen emergencies, the scheduling of at least one (1) week of TOWP and the three (3) TOWP periods detailed in D 1) and D 2) must be completed by March 1<sup>st</sup>.
  - 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 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. The Employer may require that TOWP for illness or accidents be supported by proper medical evidence.
  8. 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 Hanford Environment Health Foundation (HEHF).

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

10. 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. Time Off With Pay Cash Out

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

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

**ARTICLE X**

**JOINT LABOR MANAGEMENT COMMITTEE**

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

## ARTICLE XI

### **WORKER'S COMPENSATION**

1. An employee who is out because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington, and is within the comprehension of the Employer Long Term Disability Insurance Plan shall be paid an amount equal to the difference between the forty (40) hour weekly salary he otherwise would have received, and the payments that he receives from Worker's Compensation until:
  - A. The first one-hundred-eighty (180) days he is out have elapsed or
  - B. until such time as the disability payments are terminated by an order of the Department of Labor and Industries or by an order of the Superior Court, whichever of the above items (A) or (B) first occurs.

In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either the Employer or the employee, payment of said difference shall not be made unless and until a final determination is made in favor of the employee by the appropriate agency or court, but in no event shall payment be made beyond the first one-hundred-eighty (180) days such employee is out. No shift differential will be included in computing weekly salary.

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

## **ARTICLE XII**

### **SENIORITY**

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

continue in his former seniority group for a period of twelve (12) weeks, exclusive of any time he might be off the active payroll, unless he was reassigned due to a force reduction in his former classification, in which case the provisions of Section Twelve (12)A of this Article will apply. During the twelve (12) week period, the reassigned employee may be returned to his former classification or a lower classification in his former seniority group, depending on his seniority in his former seniority group at the time if,

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

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

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

Employer's Employment Office. If the employee does not report or give satisfactory explanation within two (2) weeks, seniority will be extinguished.

12. A. Seniority shall accumulate for periods not exceeding eighteen (18) months for employees having less than ten (10) years continuous service and not exceeding twenty-four (24) months for employees having ten (10) or more years continuous service, for absence due to reduction of force.
  - 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.

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

April 1, 2002

**MEMORANDUM OF UNDERSTANDING**

Sitewide seniority will continue with FH, BHI/ESHI and CHG employees in established seniority groups in their respective Agreements with HAMTC. Employees may utilize their rights under the terms and conditions of all seniority provisions of the Agreements between FH/HAMTC, BHI/ESHI/HAMTC and CHG/HAMTC whether they work for FH, BHI/ESHI, or CHG and provided they are qualified to do the work.

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Frank A. Blowe, Director  
Industrial Relations  
Fluor Hanford, Inc.

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Thomas J. Schaffer, President  
Hanford Atomic Metal  
Trades Council

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John R. Monrean, Manager  
Labor Relations  
Bechtel Hanford, Inc.

---

Charles Hellier, President  
Eberline Services Hanford, Inc.

---

William Engel, Manager  
Labor Relations  
CHG Hanford Group

## **ARTICLE XIII**

### **CONTINUITY OF SERVICE**

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

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

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

- D. Is notified within a year from date of layoff for lack of work that he may return but fails to return or to give satisfactory explanation within two (2) weeks.
- E. Is absent from work without satisfactory explanation beyond the period of any leave of absence granted him by the Employer.
- F. Is absent from work for a continuous period of more than one (1) year for any reason other than a leave of absence granted in advance.

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

#### 4. Service Credits

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

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

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

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

## **ARTICLE XIV**

### **GENERAL PROVISIONS**

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

## **ARTICLE XV**

### **LEAVE OF ABSENCE AND MILITARY LEAVE**

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

#### **Military Service**

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

#### **Military Pay Differential**

7. It is the policy of the Employer to recognize employee obligations to perform temporary or short term military duty such as summer training for reservists. To the extent practicable and consistent with an orderly prosecution of the work, employees will be granted absences from work to fulfill such military obligations and will receive allowance as provided herein below.

8. Any employee with fifty-two (52) or more weeks of service credits, who is absent from work for temporary or short term military duty, shall be granted a military pay differential for up to thirteen (13) working days during which he is absent in a calendar year. There will be no deduction of service credits for these absences. Such military pay differential shall be the amount by which the employee's normal salary, calculated on the basis of workweek up to a maximum of forty (40) hours, which the employee has lost by virtue of such absence, exceeds any pay received from the Federal or State Government. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the Government.
9. Employees who have less than fifty-two (52) weeks of service credits may also be absent for the reason and time period set forth above without deduction of service credits for such absence but shall not be eligible for the military pay differential.
10. An employee may not receive a vacation pay allowance and a military pay differential for the same time period. An employee may, however, receive a military pay differential for the period, if any, by which the time spent in temporary or short term military duty does not coincide with such vacation, but not exceeding the maximum specified above.
11. Employees with fifty-two (52) more weeks of service credits who are members of the National Guard or Reserve components may be called out by the President or Governor(s) for emergency duty. A military pay differential shall be granted for up to five (5) working days per emergency situation to employees called out for such duty. There will be no deduction of service credits for these absences. The military pay differential will be calculated as set forth in Section eight (8) of this Article.

## **ARTICLE XVI**

### **WORK CONTRACTED OUTSIDE**

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

## **ARTICLE XVII**

### **GRIEVANCE PROCEDURE**

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

#### **PRE-GRIEVANCE ORAL DISCUSSION**

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

If the Council wishes to grieve the actions of another facility/company and there are no stewards in that location, a steward will present the grievance to his immediate manager. Industrial Relations personnel will facilitate with the grievant's immediate manager, the appropriate steward and the manager involved in the alleged violation.

#### **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 Union Steward of the craft involved, who shall file it with the Employer, who shall supply the Council with a copy. Within ten (10) days a meeting shall occur with the aggrieved employees immediate manager, and an Industrial Relations Representative to address the matter.

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

The manager will give a reply in writing within three (3) working days after such meeting. Copies of grievance answers at Step 1 will be provided to the Council in a timely manner by Industrial Relations.

## **STEP 2**

If not satisfactorily settled at Step 1, the written grievance shall be referred to the Council Grievance Committee, which will schedule a meeting on a monthly basis for discussion of unresolved grievances with Employer representatives. The Council shall advise the Employer regarding the grievance to be presented at least five (5) days before the meeting. The Employer shall give 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 Arbitrator shall first decide this issue by bench decision before hearing the rest of the dispute.
4. A grievance of a general nature may be presented as a General Grievance at Step 2 by either the Council or Employer representatives. In either case, five (5) 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 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.

## **ARTICLE XVIII**

### **ARBITRATION**

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

Additionally, the Arbitrator shall not have the authority to review, revoke, modify or enter any award with respect to:

- A. The discharge of an employee within their probationary period as specified in Article XII, Section 8.
- B. Discharge removals made at the direction of the Department of Energy (DOE) under the terms of the Prime Contract with DOE.
3. Within ten (10) days after either party notifies the other of its desire for arbitration, as provided herein, either party may request the Federal Mediation and Conciliation Service, or its successor, in writing, to submit a list of not less than five (5) arbitrators from which the Council and the Employer shall strike off the names on the list who are not acceptable and shall indicate the order of preference of those remaining. In the event all names are stricken from the list the Council and the Employer shall, within ten (10) days of such action, request the Federal Mediation and Conciliation Service, or its successor, to submit a second list of not less than five (5) arbitrators and the above procedure shall be followed.
4. All time limits noted in this article are exclusive of Saturdays, Sundays and facility closure days. They can be extended by mutual agreement of the parties.
5. Each party shall bear its respective expenses, and the expenses and fee of the Arbitrator shall be shared equally by the Council and the Employer.
6. In the event a dispute should arise involving any classified information, the Arbitrator's must have a security clearance as required by the Department of Energy.
7. It is understood that no information that is proprietary or business sensitive to the Employer or to a sponsor of work at the Hanford Plant will be utilized or disclosed in the arbitration process unless all persons including Arbitrators, involved in the arbitration process who are not employees of the Employer have

first executed an agreement in the form attached hereto as Attachment "I", and entitled "Intellectual Property Agreement" which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.

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

## **ARTICLE XIX**

### **WAGE AND SHIFT PREMIUM**

1. Appendix A, attached hereto, contains wage scales, seniority groups, job classifications in the various seniority groups and lines of progression for each classification group as mutually agreed upon by the Employer and the Council, which by this reference is made a part of this Agreement as though fully set forth in the body of the Agreement.
2. Employees will be placed on the progression scales at the appropriate rate of pay for their assigned classification and their rates will increase with the progression scale for their classification as set forth in, and in accordance with the provisions of Appendix A, effective as of the date of this Agreement.
3. The pay period for HAMTC represented employees shall be on a weekly basis. The Employer will endeavor to pay all wages earned during a pay period on the Friday immediately following the weekly pay period.
4. An employee may be "detailed" to a higher rated job classification and a higher rate for a period of one (1) day, on the basis of the rules of transfer, if fully qualified, and assigned to and given the full responsibility of the higher rated job for the full day.
5. Only employees qualified to perform the higher rated job and who, in most cases, are on top of the progression schedule in their present classification will be given the full responsibility of temporary assignment to a higher rated job. All other factors being equal, detailing will be assigned according to seniority. Detailing will be divided as equally as practicable among employees having the same seniority date.
6. General Wage Increase
  - A. Effective April 1, 2002, Fluor Hanford, Inc. Appendix A Wage Scale will be amended to reflect a general wage increase of four (4%) percent to each employee's paid wage rate and new progression schedules, job classifications and wage scales, excluding shift differential or overtime premiums.\*
  - B. Effective April 7, 2003, a general wage increase of four (4%) percent will be added to each employee's paid wage rate in effect on April 6, 2003.

\*Not included in this booklet.

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

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

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

2. The cost-of-living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship between the various progression step rates and the job rate will be maintained after the cost-of-living adjustment, if any, has been applied to the job rate.
- C. Effective April 5, 2004, a general wage increase of four (4%) percent will be added to each employee’s paid wage rate in effect on April 4, 2004.

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

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

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

2. The cost-of-living adjustment specified above shall be applied to the job rate of the applicable classification and the percentage relationship between the various progression step rates and the job rate will be

maintained after the cost-of-living adjustment, if any, has been applied to the job rate.

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

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

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

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

## 7. Shift Premium

Employees who are assigned to and work on any day on a recognized shift which is scheduled to start before 6:00 a.m. or end after 6:00 p.m. will receive a shift differential of fifty (50) cents per hour while working such shifts.

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

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

## **ARTICLE XX**

### **BENEFITS**

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

2. **Health Insurance Employee Contributions**

Cigna PPO	2003	2004	2005
Employee	9.4%	10.36%	13.24%
Employee +1	8.68%	10.76%	11.84%
Employee +Family	8.6%	10.7%	12.8%

GH Options (POS)	2003	2004	2005
Employee	7.56%	9.42%	11.28%
Employee +1	7.8%	9.6%	11.4%
Employee +Family	7.64%	9.48%	11.32%

GH HMO	2003	2004	2005
Employee	5.8%	8.1%	10.4%
Employee +1	5.48%	7.86%	10.24%
Employee +Family	5.88%	8.16%	10.44%

- 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 2003, 2004, 2005

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

Fluor Hanford (FH) 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

FH and HAMTC will create a Health Care Committee comprised of a Benefit Plan Representative, a FH Financial Representative, and an IR Representative to explore modifications to the medical/dental insurance plans with the goal of identifying health care savings. HAMTC will have three (3) representatives on the committee. The goal of the committee is to develop/evaluate health care savings with specific recommendations for implementation. If implemented, a portion of the savings will be applied to offset employee contribution increases.

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

5. Savings Plan

Employees will be allowed to increase their pre-tax contributions in 2002 to the maximum permitted by statute and ERISA regulations. Employer contributions shall remain unchanged.

6. Short-Term Disability

The process for payment of short-term disability (STD) shall be 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 (8<sup>th</sup>) calendar day through the thirty-fifth (35<sup>th</sup>) calendar day STD will be authorized by a Benefits representative based on a completed physician form.
- If an employee is disabled from the thirty-sixth (36<sup>th</sup>) day through the one-hundred-eightieth (180<sup>th</sup>) calendar day, STD will be authorized by the third-party insurance administrator.

- The Company retains the right to request additional information so as to determine eligibility for benefits based on plan provisions.
- Plan provisions shall apply for determination of eligibility for STD benefits.

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

- Employees must be evaluated by HEHF 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 HEHF or by the Company because it is unable to accommodate medical restrictions required by HEHF, the employee shall continue to receive disability payments, subject to plan provisions, until they are cleared to return to work.

\*Maximum employee contributions for 2003, 2004, and 2005.

#### **\*2003 Employee Contributions**

<b>Cigna</b>	<b>2002 Premium</b>	<b>Projected 10% increase – 2003 Premium</b>	<b>2003 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	396.08	435.69	9.4%	\$40.95
Employee + 1	750.11	825.12	8.68%	\$71.62
Employee + Family	1225.94	1348.53	8.6%	\$115.97

<b>GH Options</b>	<b>2002 Premium</b>	<b>Projected 10% increase – 2003 Premium</b>	<b>2003 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	225.82	248.40	7.56%	\$18.78
Employee + 1	413.83	455.21	7.8%	\$35.51
Employee + Family	692.89	762.18	7.64%	\$58.23

<b>GH HMO</b>	<b>2002 Premium</b>	<b>Projected 10% increase – 2003 Premium</b>	<b>2003 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	228.20	251.02	5.8%	\$14.56
Employee + 1	416.52	458.17	5.48%	\$25.11
Employee + Family	697.44	767.18	5.88%	\$45.11

## 2004 Employee Contributions

<b>Cigna</b>	<b>2003 Premium</b>	<b>Projected 10% increase – 2004 Premium</b>	<b>2004 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	435.69	479.26	10.36%	\$49.65
Employee + 1	825.12	907.63	10.76%	\$97.66
Employee + Family	1348.53	1483.38	10.7%	\$158.72

<b>GH Options</b>	<b>2003 Premium</b>	<b>Projected 10% increase – 2004 Premium</b>	<b>2004 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	248.40	273.24	9.42%	\$25.74
Employee + 1	455.21	500.73	9.6%	\$48.07
Employee + Family	762.18	838.40	9.48%	\$79.48

<b>GH HMO</b>	<b>2003 Premium</b>	<b>Projected 10% increase – 2004 Premium</b>	<b>2004 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	251.02	276.12	8.1%	\$22.37
Employee + 1	458.17	503.99	7.86%	\$39.61
Employee + Family	767.18	843.90	8.16%	\$68.86

## 2005 Employee Contributions

<b>Cigna</b>	<b>2004 Premium</b>	<b>Projected 10% increase – 2005 Premium</b>	<b>2005 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	479.26	527.19	13.24%	\$69.80
Employee + 1	907.63	998.39	11.84%	\$118.21
Employee + Family	1483.38	1631.72	12.8%	\$208.86

<b>GH Options</b>	<b>2004 Premium</b>	<b>Projected 10% increase – 2005 Premium</b>	<b>2005 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	273.24	300.56	11.28%	\$33.90
Employee + 1	500.73	550.80	11.4%	\$62.79
Employee + Family	838.40	922.24	11.32%	\$104.40

<b>GH HMO</b>	<b>2004 Premium</b>	<b>Projected 10% increase – 2005 Premium</b>	<b>2005 Employee Contribution</b>	<b>Maximum Employee Monthly Contribution</b>
Employee	276.12	303.73	10.4%	\$31.59
Employee + 1	503.99	554.39	10.24%	\$56.77
Employee + Family	843.90	928.29	10.44%	\$96.91

The Maximum Employee Monthly Contributions are based on a projected 10% increase in the premiums for the health plans. In the events that the premium increase is less than 10%, the Employee Contributions will be based on the percent's specified for each plan (e.g., GH Options-Family Coverage 2002 Premium \$692.89, 9% increase in premium = \$62.36, 2003 Premium \$755.25 x 7.64 % = \$57.70). In the event that the premium increase is greater than 10%, the Employee Contributions will be based on the Maximum Employee Monthly Contribution rate specified above.

## **ARTICLE XXI**

### **APPRENTICES**

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

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

## **ARTICLE XXII**

### **SEPARATION PAY ALLOWANCE**

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

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

3. Computation of Separation Pay Allowance

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

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

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

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

In the event an employee elects option 1 above, he will agree at the time of layoff that if he is offered re-employment in his former job classification within six (6) months after layoff, he will repay to the Employer within one (1) year from the date of the offer, or the date of re-employment, the total amount of the allowance paid him under this option B1). If the employee fails to repay the total allowance during the specified time period, and notwithstanding any other provision of this Agreement, all service and seniority credits previously accumulated and continuity of service will be extinguished, and the employee will not be eligible to accrue new separation pay credits until he shall have worked for the Employer from the date of his re-

employment for a period of time equal to the period he had previously worked to accumulate the separation pay credits for which he was eligible at the time of his layoff.

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

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

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

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

5. Other

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

## **ARTICLE XXIII**

### **NO STRIKE CLAUSE**

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

## **ARTICLE XXIV**

### **LABOR ASSETS MANAGEMENT PROGRAM (LAMP)**

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

### **FILLING ASSIGNMENT VACANCIES AND JOB OPENINGS**

1. Prior to an open requisition being filled an internal only "Notice of Opening" shall be posted by way of the site-wide intranet. A notice will be sent to the HAMTC business office. This will start a ten (10) day calendar window of opportunity for employees in the effected seniority group to submit a Reassignment Request Form (RRF) to their Company's Labor Assets Coordinator. The most senior employee, submitting a RRF, will then be assigned/transferred to the opening, providing he has been on his present assignment for at least twelve (12) months after being fully trained and qualified, and has at least two (2) years seniority.
  - A. Employees will be selected according to the rules of seniority. Exceptions may occur for reasons such as health and safety of the employees, the progress of the work, certification, security clearances, work restrictions, radiation exposure, training and qualification, and circumstances of individual hardship to the employee.
  - B. An individual who is selected for the open position will be moved to the new work location within thirty (30) calendar days. Exceptions must be approved by the Director of Industrial Relations, FH, who will also provide written justification for the delay to HAMTC.

- C. Staff the backfill (one only) with the most senior employee's RRF within the FH, BHI/ESHI, and CHG.
- 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 Excess classification:
    - 1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
    - 2) The employee identified in 1) above shall bump/displace the least senior employee in the classification across FH, BHI/ESHI, and CHG.
  - C. Excess of Position with other openings in Excess classification:
    - 1) The excess employee is identified by asking for volunteers, and lacking volunteers, will be the least senior employee in the affected work group.
    - 2) The excessed employee and the most senior employee who has put in a bid for a vacancy will be handled as follows:
      - a) If the excess employee is the most senior the open position is filled.
      - b) If the employee having submitted an RRF is most senior, he will be moved to the vacant job opening. The employee identified for excess will be assigned to the backfill and the process is ended.
- 3. If the opening has not been filled by an employee's RRF 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, FH may hire from the outside.

## **PROBATIONARY EMPLOYEES**

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

## **TEMPORARY REASSIGNMENT**

1. The needs of FH may warrant that a certain work scope is of a nature that requires the expeditious mobilization of crafts to temporarily support or supplement the existing workforce of a project. When rush needs are identified, the LAM 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. Assignment of an employee from one project to another for a period of sixty (60) working days or less is considered a "temporary reassignment". As a general guideline, management will assign employees for such assignment based on the following:
  - A. Volunteers.
  - B. Lacking volunteers, the least senior employee within the supervisory work group.
4. 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. The Working Leader classification is not treated as a higher classification for purposes of seniority.

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

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

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

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

6. Hold Over Transportation

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

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

7. Attendance of Stewards at Disciplinary Meetings

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

8. Continuous Wearing of Face Masks

The Employer will not require an employee to continuously wear a full-face fresh-air or exhaust-type face mask for more than two (2) hours without there being a fifteen (15) minute period during which that employee would not be required to wear the mask.

9. Recruitment Sources

In attempting to fill job openings with outside hires, the Employer will regard employees who have been permanently (expected to last six [6] or more months) and involuntarily laid off for lack of work from PNNL/CHG/BHI/ESHI as the first source of recruitment before utilizing outside sources if such laid off employees have made application for employment with the Employer. Consideration for employment selection will be given to such employees in terms of their qualifications (the employee must be qualified in the judgment of the Employer to perform the available work), past performance, physical requirements of the job, and their relative continuity of service. Individuals employed under this provision will have new hire status. No individual has an automatic right to an

opening. This provision is not intended to diminish the current rules of seniority or jurisdiction.

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

#### 10. Temporary Employees

Temporary employees may be hired for periods not to exceed ninety (90) working days. Working days shall mean any day on which an employee actually performs work for six (6) or more hours, regardless of whether that work occurs on a regularly scheduled workday, but no credit shall be given for any day on which an employee has not actually performed work for six (6) or more hours. Such employees will be hired for short-term needs that cannot be appropriately satisfied by the employment of regular full-time employees. No layoff of regular full-time employees will occur as a result of the utilization of temporary employees in the same classification. Every reasonable effort will be made to accurately forecast requirements for temporary employees and a need assessment will be discussed with the appropriate HAMTC representative (normally the Project Chief Steward of the affected seniority group in the area where the work in question will take place), prior to the issuance of requisitions for temporary employees.

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

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

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

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

Temporary employees will be eligible for Facility Closure Day 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 plans. If a temporary employee works on a facility closure day, the day would count against the ninety (90) day limit; if the employee does not work on the facility closure day, they will be paid for the facility closure day but the day will not count against the ninety (90) day limit.

Temporary employees will not earn seniority, however, if a temporary employee is changed to regular full-time, the seniority date will become the date of the most recent hire or the date of his entry into his seniority group, whichever is the most recent.

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

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

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

If qualified to do the work, employees in layoff status from the Employer 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 days are counted against the ninety (90) days for work performed in excess of eight (8) hours in a workday. Temporary employees are to be utilized for overtime work as a last resort.

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

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

Six (6) months and twelve (12) months after the date of ratification, and at other mutually agreeable times, the parties will meet to review the history of the employment of temporaries. If the use of temporaries is unsatisfactory to HAMTC after twelve (12) months from the date of ratification of this Agreement, the use of temporaries will be modified to provide that laid off regular full-time employees be recalled in their specific job classification as regular full-time employees prior to hiring temporary employees. The employee may decline a recall to work for a temporary period of time without forfeiting his recall rights. If the use of temporaries has been unsatisfactory to HAMTC, it will be discussed in the 2004 Reopener.

## 11. Craft Alignment Program

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

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

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

- A. Safety is foremost in the performance of the work.
- B. Assignments will be completed using mutual assistance in the performance of work with another classification where the employee has the qualifications and can perform the work safely.
- C. Job classifications, seniority and seniority rules will be unchanged.
- D. There will be no formal cross-training program into other classifications; however, incidental on-the-job training and mutual sharing of knowledge and skills, in order to accomplish the work in a more efficient and cost effective manner, will be expected.
- E. There will be no change in layoff procedure. If layoffs occur, they will be made within each classification on the basis of seniority and the ability to do the work within a classification. Consistent with past and present philosophy of the Employer, increases or decreases in employment levels will be determined by the work-place needs for the classification involved.
- F. Employees will not be laid off as a result of implementation of this program.
- G. The employee will be paid the wage of his classification regardless of the type of work he might be performing. This is not intended to diminish the provision for "detailing" as provided in Article XIX Wage Rates, Section 4 of this Contract.
- H. After the CAP has been put into effect, disputes resulting from this arrangement will first be addressed by an ad hoc committee consisting of, but not necessarily limited to the Chief Stewards of the affected affiliates and management representative(s). Such meetings shall not be regularly scheduled but will be convened upon the request of either party. Disputes not resolved through this committee may then be grieved per the grievance procedure contained within Article XVII – Grievance Procedure. All time limits imposed by Article XVII – Grievance Procedure will commence after being addressed by the committee.

- I. The Craft Alignment Program will continue in full force and effect from this date, and henceforth on an annual basis from year-to-year without requiring an annual review process. However, either of the parties may request in writing, that a formal review of the program be conducted during August of any given year. If during this review process, either party cancels the program, the negotiated Wage Progression Schedule will be amended to reflect a two (2%) percent decrease of each employee's paid wage rate. Details of the program cancellation and wage rate decrease to be mutually agreed to by the parties.
12. There shall be no restrictions on work methods, techniques, production or equipment. It is the intent of the parties to perform work covered by this Agreement in the most efficient and cost effective manner possible, provided that those efficiencies are not in violation of any terms of this Agreement.
13. Employer Provided Information
  - A. The Employer will furnish the Council with seniority lists of employees in the bargaining unit. Revised seniority lists will be furnished at three (3) month intervals.
  - B. The Employer will give the Council President the names of employees to be laid off for lack of work prior to the time the employees are given written notification. The Council President will also be given the names of any employees who are discharged. In case of intent to discharge a Steward, the Employer shall notify the Council President immediately.
  - C. The Employer will, twice each month, furnish the Council with the names, addresses (if the addresses are available), and job classification of newly hired or re-hired employees who are covered by this Agreement.
  - D. The Employer shall furnish to each employee covered by the Agreement, a copy of said Agreement, and further, shall furnish a copy to each employee hired in the bargaining unit.
  - E. The Employer will furnish bulletin boards for use of the Council for posting Council announcements. Data, notices, or bulletins, which the Council desires to have posted, will be routed by the Council through Employer Industrial Relations for approval, which will not be unreasonably withheld.
  - F. Employees will be shown, and upon request will be provided with a copy of any records, which are to be filed in the employee's personnel folder, which involve ratings, warning notices, or other records concerning work performance.

The employee will be asked to sign such records indicating that the matter has been brought to his attention, but with the understanding that such signature in no way implies that he necessarily agrees with the contents of such record. When such records are permanently removed from an employee's personnel folder, they will be

returned to the employee's immediate supervisor, who will in turn give them to the employee. Upon request, an employee will be provided with a copy of the initial report of his industrial injury.

14. Political Action Contribution

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

15. Commercial Drivers License (CDL)

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

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

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

16. Voluntary Reduction of Force

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

17. Welding Pool

Welders who, due to physical limitations, are no longer able to meet certification requirements will be allowed to bump into a seniority group represented by the local union that they are currently affiliated with. Each affiliate union shall determine the seniority placement of the employees bumping into their group, provided any such seniority would entitle them to jobs in agreed upon classifications under the following terms and conditions: the failure to maintain certification requirements due to physical

limitations must be verifiable by HEHF and such physical limitations must not affect the employee's ability to perform the work of the appropriate craft; additionally, the employee must have five (5) or more years of accumulated seniority; and finally, the employee must be qualified to perform the work.

## **ARTICLE XXVI**

### **AUTHORITY**

1. The Council is represented in its dealings with the Employer by the General Counsel or the President, Hanford Atomic Metal Trades Council or his written designee, subject to the Bylaws of that organization, and the Employer is represented by the President, Director of Industrial Relations, Chief Labor Counsel, or such representative as the President of Fluor Hanford, Inc. 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 day of April 2002 and shall continue in full force and effect through the 31<sup>st</sup> day of March, 2005 or the 31<sup>st</sup> day of March, 2007. 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, 2005 or March 31, 2007 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, 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**

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

SIGNATURE PAGE

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

For the Employer

Fluor Hanford, Inc.

For the Council

HAMTC

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Director of Industrial Relations

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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 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. 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 principle; however, it is the intent to assign overtime work on the basis of the low man first when such factors are not present.
- C. 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.
- D. Overtime shall be recorded on the basis of hours paid.
- E. 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 eight (8) hours equivalent work in any single shift. Refusal of overtime for one (1) shift will not preclude an employee from being asked for overtime nor charged for refused overtime in any subsequent shift. It is not the intent of the procedure to unreasonably pyramid hours charged for refused overtime.
- F. 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.

### **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.

- B. The above procedure is to be utilized if the difference in hours between the low and high person in the overtime group exceeds twenty-five (25) hours. If the spread is twenty-five (25) hours or less, the low person's hours will be "zeroed", (0) and those hours will be subtracted from all others in the overtime group.

### **4. DELETIONS FROM THE RECORD**

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

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

### **5. ADDITIONS TO THE RECORD**

#### **A. New Hires**

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

## B. Job Reassignment

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

## C. Removals and Additions

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

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

## D. Temporary Assignment (within a classification)

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

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

## 11. OVERTIME STAFFING

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

## 12. OVERTIME GROUPS

The staffing of overtime work will be as follows:

- 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

## 13. TEMPORARY EMPLOYEES

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. Reference Article XXV, Section 10.

**ATTACHMENT B**

**EMPLOYEES PROMOTED FROM THE BARGAINING UNIT**

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

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

**ATTACHMENT C**

**2002 INSURANCE, PENSION AND SAVINGS AGREEMENT**

**BETWEEN**

**FLUOR HANFORD, INC.**

**AND**

**HANFORD ATOMIC METAL TRADES COUNCIL**

This Insurance, Pension and Savings Agreement, entered into between Fluor Hanford, Inc. (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 2002 FH/HAMTC Agreement (hereinafter referred to as "employees").

**TITLE I**

**Section 1**

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

**Section 2**

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

**Section 3**

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

#### **Section 4**

The Company agrees to make available to employees the Fluor Hanford, Inc. PPO Medical Plan, currently administered by CIGNA, subject to terms and provisions which are set forth in the Summary Plan Description document.

The Company, subject to Group Health Cooperative's right to amend or terminate the plan on any premium due date, agrees to make available to employees the Group Health HMO Plan, the benefits and provisions of which are set forth in the Group Health HMO Summary of Benefits.

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.

#### **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. 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. 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 the Fluor Hanford, Inc. Dental Assistance Dental Plus 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 a Vision Care Plan. This coverage may be a stand-alone plan. This vision coverage will not be offered to those electing alternative medical plans provided such plans include similar vision care benefits.

## Section 10

The Company agrees that it will make available to the employees the Fluor Hanford, Inc. 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 Assistance and Dental Plus Plans, and the Vision Care Plan, may be processed in

accordance with the Grievance Procedures set forth in Article XVII of the 2002 FH/HAMTC Agreement. However, no matter or controversy concerning the provisions of this Agreement or such Plans or the interpretation or application thereof shall be subject to any arbitration procedure by virtue of this or any other agreement between the parties or otherwise.

#### Section 14

The Company agrees that during the terms of this Agreement:

- (a) Subject to Section 1 of Title III and notwithstanding any provision of the Plan to the contrary, the Pension Plan, to the extent applicable to employees, shall not be terminated or amended so as to decrease pension benefits to the employees or increase the contributions by the employees, so long as this Agreement remains in effect.
- (b) Subject to the provisions of Title II and notwithstanding any provisions in the Plans to the contrary, the PPO Insurance Plan, the Personal Accident Insurance Plan, the Long Term Disability Insurance Plan, the Dependent Life Insurance Plan, the Travel Accident Insurance Plan, the Dental Assistance Plan, the Dental Plus Plan 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 Assistance Plan, the Dental Plus Plan, the Vision Care Plan, and the Group Health HMO and Options Plan available in whole or in part to others than employees covered by this Agreement.

#### Section 2

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

- (1) Qualify the PPO Medical Plan, 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 PPO Medical Plan, 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 PPO 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 PPO Medical Plan, Basic Life and Accidental Death and Dismemberment, Short Term Disability Plan, the Dental Assistance Plan, the Dental Plus Plan, 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 PPO Medical Plan, Basic Life and Accidental Death and Dismemberment and Short Term Disability Plan, the Dental Assistance Plan, the Dental Plus Plan, the Vision Care Plan, the Personal Accident Insurance Plan, the Travel Accident Insurance Plan and the Long Term Disability Insurance Plan may be necessary, on an annual basis, depending upon the Plan's operating experience. If such adjustments are made, the adjustment involved will be automatically applicable to all employees enrolled in the Plan.

#### Section 4

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

### TITLE III – PENSION

#### Section 1

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

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

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

#### Section 2

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

#### Section 3

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

#### Section 4

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

#### TITLE IV – SAVINGS

##### Section 1

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

##### Section 2

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

##### Section 3

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

##### Section 4

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

#### TITLE V – DURATION

##### Section 1

This Agreement between the Company and the Council shall become effective as of April 1, 2002 and shall, subject to the terms, continue in full force and effect as to the Company and the Council until March 31, 2005 or March 31, 2007, 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 as amended, between Fluor Hanford, Inc. and the Department of Energy. Such termination shall be effective immediately upon the giving of written notice to the Council.

## Section 2

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed to this Agreement by their duly authorized officers and representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2002 at Richland, Washington.

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

FLUOR HANFORD, INC.

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. bargaining unit, and is fully authorized to execute this Agreement on behalf of

Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

Frank A. Blowe  
Director, Industrial Relations  
Fluor Hanford, Inc.

**ATTACHMENT D-1**

April 1, 2002

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

Dear Mr. Schaffer:

**COMMERCIAL DRIVERS LICENSE (CDL)**

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

**A. Accommodation – Medical Reasons**

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

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

**B. Accommodation – Non-Medical Reasons**

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

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

Mr. Thomas J. Schaffer, President

Page 2

April 1, 2002

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

C. Laboratory Tour

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

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

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

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

Respectfully,

Frank A. Blowe, Director  
Industrial Relations

Attachment

Concurrence: \_\_\_\_\_ Date: \_\_\_\_\_  
Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

**ATTACHMENT D-2**

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

**March 29, 1993 – Original**  
**March 30, 2002 – Updated**

This document represents the understandings and agreements between Fluor Hanford, Inc. and the Hanford Atomic Metal Trades Council regarding the subject of random drug testing under the Federal Department of Transportation regulations. It is the intent of this document to comply with the Federal requirements regarding drug testing.

**1. Applicability**

All employees who are required to possess a commercial drivers license are subject to random drug testing as outlined in the federal regulations, specifically Federal Motor Carrier Safety regulations.

**2. Drug Testing Protocol**

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

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

**3. Random Selection Process**

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

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

- A. An employee who tests positive for the first time shall be eligible for rehabilitative assistance.
- B. Payment of such rehabilitative assistance shall be in accordance with the Fluor Hanford benefit plans relative to substance abuse treatment. Additionally, an

employee shall be eligible for salary continuance and short-term disability consistent with the HAMTC/FH Collective Bargaining Agreement.

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

5. Non-Suspicion Based Post Accident Testing

Employees who test positive under non-suspicion based post accident testing will be discharged from Fluor Hanford, Inc.

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 Fluor Hanford, Inc.

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

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

7. Second Time Positive Drug Tests

An employee who tests positive a second time under the CDL drug testing process will be discharged from employment with Fluor Hanford, Inc.

8. Employee Notification to Report

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

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

Transportation to the collection site shall be available through Fluor Hanford, Inc.

9. Consistency of Treatment

All employees who are required under the DOT regulations to possess a commercial drivers 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 HEHF 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.

---

Frank A. Blowe, Director  
Industrial Relations, Fluor Hanford

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

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Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

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

**ATTACHMENT D-3**

April 1, 2002

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

Dear Mr. Schaffer:

**DEPARTMENT OF TRANSPORTATION ALCOHOL TESTING**

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

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

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

Frank A. Blowe, Director  
Industrial Relations

mai

Attachment

Concurrence:

Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

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

**ATTACHMENT D-3**

**DEPARTMENT OF TRANSPORTATION – ALCOHOL TESTING PROGRAM  
COMMERCIAL DRIVERS LICENSE**

**December 14, 1994 – Original**  
**March 30, 2002 – Updated**

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

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

**1. Applicability**

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

**2. Alcohol Testing Protocol**

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

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

**3. Random Selection Process**

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

4. Random Alcohol Test, First Time Positive Test

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

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

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

If follow up treatment is required, it shall be at the direction of HEHF. 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 HEHF 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 HEHF 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 Fluor Hanford, Inc. benefit plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short term disability consistent with the FH/HAMTC Collective Bargaining Agreement.

5. Employee Notification to Report

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

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

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

6. Consistency of Treatment

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

7. Rate of Pay - Rehabilitation

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

8. Collective Bargaining Agreement

Although FH 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.

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Frank A. Blowe, Director  
Industrial Relations, Fluor Hanford

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Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

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

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

**ATTACHMENT E**

April 1, 2002

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

Dear Mr. Schaffer:

**PERSONNEL SECURITY ASSURANCE PROGRAM (PSAP) – CHANGE IN  
MEMORANDUM OF UNDERSTANDING (MOU)**

- References:
- (1) Letter, G. F. Saskowsky, FDH, to T. J. Schaffer, HAMTC, "Personnel Security Assurance Program (PSAP) – Change in Random Drug Test Notification Time," dated June 29, 1998.
  - (2) Letter, F. A. Blowe, WHC, to G. L. Muth, HAMTC, "Personnel Security Assurance Program (PSAP)" dated March 9, 1994.

Pursuant to negotiations with HAMTC regarding the above referenced issue the attached modified MOU is submitted for your review and signature. This updated MOU reflects the current PSAP Program. Document modifications, which are two, can be found as follows:

- Change Fluor Daniel Hanford (FDH) to Fluor Hanford, Inc. (FH)
- Section 14, Collective Bargaining Agreement.

Please sign the MOU and return one copy to FH Industrial Relations office.

Respectfully,

Frank A. Blowe, Director  
Industrial Relations  
Fluor Hanford, Inc.

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Attachment E

**ATTACHMENT E**

**MEMORANDUM OF UNDERSTANDING**

**PERSONNEL SECURITY ASSURANCE PROGRAM (PSAP)**

**DRUG TESTING**

**March 9, 1994 - Original**

**June 29, 1998 - Revised**

**March 30, 2002 - Updated**

This document represents the understanding and agreements between the Fluor Hanford, Inc. (FH) and the Hanford Atomic Metal Trades Council (HAMTC) regarding the subject of random urinalysis drug testing under the provisions of DOE Order 472.1B, Subpart B of Title 10 Code of Federal Regulations, Part 710 (10 CFR 710), and the Title 10 Code of Federal Regulations, Part 707 (10 CFR 707).

**1. Applicability**

All employees who are in PSAP designated positions as outlined in the federal regulations referenced above are subject to random drug testing.

**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 requirements outlined in the Department of Health and Human Services, Mandatory Guidelines for Federal Workplace Drug Testing Programs, shall be followed.

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

Additionally, FH will utilize the DOT "split sample" collection method.

**3. Random Selection Process**

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

The parties agree that the employee shall be tested no more than four (4) times from January 1 to and including December 31 of any given year.

**4. First Time Positive Drug Test – Benefits Access/Rehabilitative Access**

- A. An employee who tests positive for the first time shall be eligible for rehabilitative assistance.
- B. Payment of such rehabilitative assistance shall be in accordance with the FH and benefits plans relative to substance abuse treatment. Additionally, an employee shall be eligible for salary continuance and short-term disability consistent with the FH/HAMTC Agreement.
- C. An employee who tests positive for drugs the first time shall, participate in mandatory follow-up program under the direction of HEHF. Successful completion of the program is mandatory. This follow-up program will occur for a minimum of 12 months and a maximum of 24 months, as determined by HEHF.

**5. Second Time Positive Drug Tests**

An employee who tests positive a second time under the random testing process will be discharged from employment with FH.

**6. Reasonable Cause/Reasonable Suspicion Testing**

Employees who are drug tested under a “reasonable cause” or “reasonable suspicion” condition and test positive shall be discharged from employment with FH.

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 tests results, the employee shall be paid at the regular rate for such time if the test results are negative.

**7. Employee Notification to Report**

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

Under the provisions of the random testing program, when an employee has been given firm notice to report to provide a drug screen they shall not be able to self refer until they

have provided a urine sample as part of the random program. An employee is not able to self refer as a way to avoid providing a sample under this program.

Transportation to the collection site shall be available through FH.

#### **8. Job Reassignment**

As outlined in the regulations, an employee who tests positive shall be immediately removed from a PSAP position and will be reassigned as outlined below:

- A. The security clearance of an employee shall be administratively terminated and the employee will be reassigned to a non-PSAP position within the project provided that security clearance requirements allow for unescorted and unrestricted access.
- B. If security clearance requirements do not allow for unescorted or unrestricted access within the project, the employee shall be reassigned to an open job that is a non-PSAP position.
- C. If no open job in a non-PSAP position is available, the employee, seniority permitting shall displace the least senior employee in the affected classification/seniority group.
- D. Both FH and HAMTC recognized that a reasonable time frame for reassignment exists. In order to identify a proper reassignment, the employee may be placed in a non-PSAP area for up to 30 days until permanent placement is made. If additional time is necessary to identify a reassignment, management will review such request on an individual basis. If such request is honored, the temporary placement period shall be no longer than 30 additional days. During these time periods, an employee is eligible to bid on non-PSAP positions.
- E. If applicable, an employee who is reassigned shall be afforded the opportunity to recertify in accordance with the appropriate job certification program as outlined in the Appendix "A".

#### **9. Return to Work – Rate of Pay**

An employee who does test positive on the first PSAP drug screen and receives rehabilitative treatment will remain on 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 treatment program. Rehabilitation does not include the follow-up program under HEHF or any voluntary rehabilitative opportunities such as Cocaine Anonymous or group support efforts.

**10. Review**

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

**11. Change of Standards**

If, during the term of this Agreement, the drug testing standards as outlined in DOE Order 472.1B, 10 CFR 710 and 10 CFR 707 are modified so as to impose more stringent requirements, the modified standards shall apply. Prior to implementation of such modified standards, the Company will meet and discuss the impact of the modified standards with HAMTC.

**12. Procedural Requirements**

The parties agree that procedural requirements of DOE Order 472.1B shall be followed.

**13. Psychological Testing**

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

**14. Collective Bargaining Agreement**

Although Fluor Hanford Inc., and the Hanford Atomic Metal Trades Council have reached agreement on a drug-testing program under the PSAP requirements and regulations, such agreement does not preclude HAMTC, in representing it's members, from filing a grievance under Article XVII of the collective bargaining agreement.

Concurrence:

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Frank A. Blowe, Director  
Industrial Relations  
Fluor Hanford, Inc.

Date

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Thomas J. Schaffer  
Hanford Atomic Metal Trades Council

Date

## **ATTACHMENT F**

### **MEMORANDUM OF UNDERSTANDING POLYGRAPH EXAMINATIONS**

**March 20, 2000 – Original**  
**March 30, 2002 – Updated**

This document represents the understandings and agreements between the Fluor Hanford (FH), their sub-contractors, and the Hanford Atomic Metal Trades Council (HAMTC) regarding Polygraph Examinations under provisions of 10 CFR Parts 709, 710, and 711.

It is the understanding of the parties that this Agreement does apply to the site-wide seniority provisions of the Collective Bargaining Agreement that Fluor Hanford, CH2M Hill, BHI, and ESHI are signatory to with HAMTC. Fluor Hanford will provide a copy of this Agreement to CH2M Hill, BHI and ESHI.

#### **1. Applicability**

All employees who are in PSAP designated positions within the Plutonium Finishing Plant (PFP) Facility are subject to polygraph testing in accordance with the above mentioned regulations.

#### **2. Employee Status**

Non-Incumbents: Employees not hired prior to the date of this Agreement.

Incumbents: Employees who were hired prior to the date of this Agreement and who have recognized site-wide seniority but who do not have a PSAP access authorization.

PSAP Incumbents: Employees currently maintaining PSAP qualification prior to January 18, 2000.

#### **3. Polygraph Testing**

Employees will be given notice to take a polygraph examination as provided for in the DOE Polygraph Regulations, (currently 10 working days written notice).

Failure or refusal to achieve or maintain a PSAP qualification (excluding temporary restrictions) by an incumbent or PSAP incumbent employee as defined in Section 2, will require reassignment of the employee within their respective classification/seniority group per Section 4 of this Agreement.

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

Failure or refusal to achieve or maintain PSAP qualifications by a Non-Incumbent employee as defined in Section 2 of this Agreement will be reassigned per Section 6 of this Agreement.

4. Job Reassignment

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

- A. The employee shall be placed in an open position in their respective classification/seniority group, provided the individual can meet the security clearance requirements for the unescorted and unrestricted access in their new position as outlined below:
  - 1) Supervisory Work Group
  - 2) Current Project Organization
  - 3) Other Fluor Hanford Projects
  - 4) Site Wide Openings
- B. In the event that the employee is unable to be placed under "A" above, LAMP requests will be reviewed. The senior LAMP individual and the displaced PSAP employee shall exchange positions.
- C. In the event that the employee is unable to be placed under "A" or "B" above, the employee will be allowed to exercise their seniority rights for displacing the least senior employee who is in a non-PSAP position within their respective classification/seniority group.
- D. The Companies and the Union recognize that a reasonable time frame for reassignment exists. In order to identify a proper reassignment, the employee may be placed in a non-PSAP area for up to thirty (30) days. If additional time is necessary to identify a reassignment, management will review such requests on an individual basis. If such requests are honored, the temporary placement period shall be no longer than sixty (60) additional days.

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

- E. FH will consider a trade arrangement with other employees from the same seniority group before bumping another employee as provided for in "C" above.
- F. In the event that backfilling a PSAP position is necessary, individuals who have submitted a LAMP request will be the first considered.

5. Voluntary LAMP

- A. Employees who accept PSAP employment offers for the Plutonium Finishing Plant (PFP) after the signing of this Agreement are considered to be voluntarily consenting to the polygraph requirements.
- B. Fluor Hanford will advise LAMP candidates of the PSAP requirements, which will include polygraph testing prior to the employee accepting the PSAP position.

6. Non-Incumbents

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

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Frank A. Blowe, Director  
Industrial Relations  
Fluor Hanford

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

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Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

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

**ATTACHMENT G**

April 1, 2002

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

Dear Mr. Schaffer:

**LABOR ASSETS MANAGEMENT PROGRAM**

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

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

Respectfully,

Frank A. Blowe, Director  
Industrial Relations

**ATTACHMENT H**

January 21, 2002

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

Respectfully,

Frank A. Blowe, Director  
Industrial Relations

Attachment

### **MANAGER - PROCUREMENT**

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

### **MANAGER – LABOR LEASING**

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

## **TURNDOWN CHECK SHEET**

Description of the work:

Are the following elements available to do the work?

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

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

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

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

\_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

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

Is the alternate solution acceptable? Yes \_\_\_\_\_ No \_\_\_\_\_

Why not?

Assigned to Plant Forces Date \_\_\_\_\_

Assigned to Offsite Resources Date \_\_\_\_\_ PO# \_\_\_\_\_

Name and Title \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Labor Leasing Manager \_\_\_\_\_ Date \_\_\_\_\_

## **TRACKING THE OFFSITE WORK**

Purchase Order \_\_\_\_\_

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

1. When was the order placed offsite and with whom?
2. Promised delivery date.
3. Actual delivery date.
4. Was the delivered product reworked by HAMTC-represented employees? (HAMTC to provide this information.)
5. Was there a negotiated revision of the scope of work or the delivery date? If so, describe.

Yes \_\_\_\_\_ No \_\_\_\_\_

Did this necessitate another turndown? \_\_\_\_\_

Was a review made by the Labor Leasing Manager or his designee and the HAMTC? \_\_\_\_\_

**ATTACHMENT I**

**INTELLECTUAL PROPERTY AGREEMENT**

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

(Employee Name and Payroll Number)

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

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

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

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

COMPANY's conflict of interest procedures, I agree as a condition of my employment or continued employment with the COMPANY that I shall not undertake or continue in any consultant or other comparable employment services without first disclosing such proposed services to the COMPANY and obtaining the COMPANY's written approval. The term "consultant or other comparable employment services" as used in the paragraph shall mean those services performed for another DOE contractor in the same or related energy field or another organization which entail the rendering of expert or professional advice and which are likely to conflict with the activities or interest of the COMPANY or DOE.

12. The law of the State of Washington will govern the interpretation, validity and effect of the Agreement without regard to its place of execution or its place of performance. Should I violate this Agreement, inadvertently or otherwise, I acknowledge that irreparable harm could result to the COMPANY and that the COMPANY shall be entitled to any remedy, legal or equitable, to correct any harm which results from such violation.
13. This Agreement may not be superseded, amended, or modified except by written agreement signed by me and the General Counsel of the COMPANY or his or her delegate.
14. If any provision of this Agreement is held to be unenforceable for any reason, it shall be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of the Agreement shall be deemed valid and enforceable to the fullest extent possible. If the COMPANY decides not to exercise any of its rights under this Agreement or to take no action against any violation, such decision shall not affect the exercise of such right or taking of any action at another time.
15. There is no other agreement or restriction, which prevents the performance of my duties under this Agreement.

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

By \_\_\_\_\_  
(Employee)

Date \_\_\_\_\_

**ATTACHMENT J**

**MEMORANDUM OF UNDERSTANDING**  
**FACILITY WORKFORCE STABILIZATION STIPEND**

**Purpose**

The purpose of this stipend program is to provide a one-time, lump-sum payment that allows the Plutonium Finishing Plant (PFP) to retain those employees who possess the requisite skills, training, security clearance and access authorization, and experience to allow PFP to meet the goals of accelerated nuclear material stabilization.

**Stipend**

1. A \$1,500 lump-sum payment provided to all regular, full-time, bargaining-unit employees who are assigned to the PFP as of April 3, 2000. The stipend shall also be paid to those Hanford Site Operations (HSO) employees who provide substantial full-time support to PFP and who are specifically named on the attached list.
2. This stipend is also payable to those existing regular, full-time, bargaining-unit employees that "transfer in" or "LAMP in" to PFP between April 3, 2000, and December 31, 2001.
3. This stipend is payable to all regular, full-time, bargaining-unit employees that are hired into PFP and who satisfactorily complete their probationary period between April 3, 2000, and December 31, 2001.

**Program Requirements**

1. HAMTC employees assigned to PFP who accept the stipend pay will voluntarily extend their time required for reassignment under Article XXIV LAMP as follows:
  - A. Employees currently qualified to LAMP out of PFP will extend their time to twenty-four (24) months (April 3, 2000 – April 2002).
  - B. Employees currently working toward qualification to LAMP out of PFP will extend their twelve (12) months to thirty (30) months.
2. If an employee action causes management to reassign an employee out of PFP during the twenty four (24) or thirty (30) month period (examples include loss of PSAP authorization, failure of drug test, disciplinary discharge, not passing polygraph, loss of clearance) or if the employee voluntarily leaves (quits, resigns,

leave of absence, LAMPs), the employee shall repay the stipend in accordance with the following schedule:

- Leaves between April 3, 2000, and October 31, 2001 – full amount
  - Leaves between October 31, 2001, until specified time of April 3, 2002 – fifty (50%) percent
3. If the employee dies or retires during this period, the employee does not have to repay the stipend.
  4. If the employee is involuntarily displaced or laid off because of a reduction of force, the employee does not have to repay the stipend.
  5. On an individual basis, the Council may provide the names of individual who are interested in leaving the PFP facility over the next twenty-four (24) or thirty (30) months. Such individuals will not receive the stipend. No employee shall be eligible for movement until a valid LAMP request is submitted and/or other contractual matters are fully satisfied. Such names may be provided to Fluor Hanford no later than April 5, 2000.

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Frank A. Blowe, Director  
Industrial Relations  
Fluor Hanford, Inc.

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Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

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

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

## **ATTACHMENT K**

### **FLUOR HANFORD, INC.**

### **GROUP HEALTH COOPERATIVE/GROUP HEALTH OPTIONS**

#### **SUMMARY OF BENEFITS**

#### **OUT OF AREA COVERAGE**

##### **Definitions:**

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

**Emergency** – If a prudent person would believe there is 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 9-1-1 or the local emergency number. Once the immediate situation is under control, it is very important to contact your Primary Care Provider. If you are out of town, you may also call the Group Health Cooperative Consulting Nurse at 1-800-826-3620 or (509) 324-6464 collect.

**Urgent Care** – Urgent care is covered for conditions that are not life-or-death, but must be resolved quickly to prevent them from becoming more serious. Sprains, small lacerations, respiratory ailments, or fever are examples of conditions, which may require urgent care. If you are out of town please call the Group Health Cooperative Consulting Nurse at 1-800-826-3620 or (509) 324-6464 collect. In many areas, the consulting nurse can direct you to an affiliated facility where you may receive care and make your regular co-payment.

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

**ATTACHMENT L**

**MEMORANDUM OF UNDERSTANDING  
UNIFORM 10- AND 12-HOUR SHIFT SCHEDULES**

**UNIFORM SHIFTS**

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

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

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

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

## **1. 10-Hour Shift**

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

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

The workweek will begin and end at midnight Sunday night.

### **B. Overtime and Premium Pay**

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

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

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

## **2. 12-Hour Shift**

### **A. Section I: General Provisions**

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

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

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

B. Section II: Schedule of Hours

1) Workday

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

2) Workweek

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

3) Schedule of Hours

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

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

C. Section III: Overtime and Premium Rates

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

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

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.

3) Days of Rest

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

4) 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.

5) Work on a Facility Closure Day

- 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 up to a maximum of twelve (12) hours.
- d) For purposes of this section, the Facility Closure Day begins at the beginning of the workday on the day of the holiday and ends twenty-four (24) hours later.

6) Call-In Pay

- a) Call-in time differs from scheduled overtime in that the employee does not receive at least sixteen (16) hours advance notice. It is the result of an emergency condition that occurs outside the employee's regular scheduled hours and which could not be anticipated.
- b) Call-in time shall begin when the employee is picked up at the Richland or perimeter barricade by transportation arranged for by the Company and ends when he/she has been returned to the point of pick up. Employees who are called in and instructed to report at a specific location at a definite time, and who do report as instructed, will be paid from the time they report.
- c) Under no circumstance will an employee receive payment from the Company while utilizing a privately owned vehicle during a call-in period.
- d) For hours worked during the period commencing at the time of the start of the regular day shift schedule and ending at 11:30 p.m., call-in payment will be at the applicable overtime rate but will not be less than time and one-half (1-1/2X).
- e) For hours worked during the period commencing at 11:30 p.m. and ending at the start time of the regular day shift schedule, call-in payment will be at the rate of double time (2X).
- f) Employees who are called in 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

- 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.
- d) Employees who are scheduled to start work prior to the starting time of their regular schedule and who thereafter complete their regular schedule will be paid at the applicable overtime rate from the time they report to work until the starting time of their regular schedule.
- e) Employees who work scheduled overtime after completing their regular scheduled shift shall be paid at the applicable overtime rate for hours worked in addition to their regular schedule.
- f) Employees reporting for scheduled overtime work will be provided with transportation from the bus lot if required.

8) Hold-Over Pay

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

9) Reporting Time Pay

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

10) Canceled Overtime Pay

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

11) Maximum Overtime Rate

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

12) Overtime Meals

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

13) Distribution of Overtime

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

14) 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) Shift Premium

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

16) 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.

17) Jury Duty/Death in Family

12-hour shift worker

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

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

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

1) Worker's Compensation

An employee who is out for an entire workweek because of injury or occupational disease that is compensable under Worker's Compensation statutes of the State of Washington, and is within the comprehension of the Fluor Hanford, Inc., Long-Term Disability Insurance Plan shall be paid an amount equal to the difference between the standard non-12-hour shift rate and the payments that he/she receives from the Worker's Compensation until:

- a) The first one hundred eighty (180) days he/she is out have elapsed, or

- b) Until such time as the disability payments are terminated by an order of the Department of Labor and Industries or by an order of the Superior Court, whichever of the above items "a" or "b" first occurs.

In the event that a decision of the Department of Labor and Industries, or of the Superior Court, is appealed by either the Company or the employee, payment of said difference shall not be made unless and until a final determination is made in favor of the employee by the appropriate agency or court.

E. Section V: Military Service

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

1) Military Pay Differential

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

- e) Employees with fifty-two (52) or more weeks of service credits who are members of the National Guard may be called out by the Governor or the President for emergency duty to help preserve law and order within the Tri-Cities or elsewhere in the State of Washington. A military pay differential shall be granted for up to forty (40) hours per emergency situation to employees called out for such duty. There will be no deduction of service credits for these absences. The military pay differential will be calculated as set forth in Section 11 of Article XV of the 2002 FH/HAMTC Collective Bargaining Agreement.

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

1) **General**

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

2) **Exceptions**

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

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Frank A. Blowe, Director  
Industrial Relations  
Fluor Hanford, Inc.

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Thomas J. Schaffer, President  
Hanford Atomic Metal Trades Council

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Date

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Date

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

Seniority Group	Job Titles	Local Unions
001	Storekeepers	Teamsters, Local 839
002	Locomotive Engineers Conductors Switchmen	Operating Engineers, Local 280
004	Nuclear Chemical Operators Operator Trainees D&D Workers	PACE, Local 8-0369
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 242
012	Track Inspectors Track Equipment Operators – I Trackman	Operating Engineers, Local 280
013	Crane Operators	Operating Engineers, Local 280
013A	Oilers (Heavy Equipment)	Operating Engineers, Local 280
013B	Heavy Equipment Operators	Operating Engineers, Local 280
014	Heavy Truck Drivers Lube and Tiremen Servicemen	Teamsters, Local 839
015	Carpenters – Jrn.	Carpenter/Millwrights, Local 2403
016	Janitors Floor Servicemen	Operating Engineers, local 280
018	Laboratory Instrument Specialists Instrument-App.	IBEW, Local 77

021	Linemen Assistant Linemen	IBEW, Local 77
022	Electricians-Jrn. Electricians-App.	IBEW, Local 77
22A	Substation Operators	IBEW, Local 77
22C	Substation Electricians	IBEW, Local 77
22D	Meter Relay Technicians	IBEW, Local 77
023	Millwrights-Jrn. Millwrights-App.	Carpenter/Millwrights, Local 2403
024	Plumber Steamfitter-Jrn. Plumber Steamfitter-App.	Plumber/Steamfitters, Local 598
025	Painter/Carpet Installer-Jrn. Painter-Jrn.	Painters, Local 1789
029	Locksmith and Safemaster-Jrn. Locksmith and Safemaster-App.	Machinists, Local 1951
031	Cement Finisher-Plasterer-Jrn. Cement Finisher-Plasterer-Trn.	PACE, Local 8-0369
032	Master Process Crane Operators Crane Operators	Operating Engineers, Local 280
033	Boilermakers-Jrn. Boilermakers-App.	Boilermakers, Local 242
034	Glazier/Glassworker-Specialist Glazier/Glassworker-Jrn.	Painters, Local 1789
035	Ironworker/Riggers-Jrn.	Ironworkers, Local 14
037	Insulators-Jrn. Insulators-App.	Insulators, Local 120
038	Sign Painters-Jrn.	Painters, Local 1789
039	Machine Shop Stock & Tool Attend. Stock and Tool Attend.	Machinists, Local 1951
040	Welders	Plumbers/Steamfitters, Local 598
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	Health Physics Technicians	IBEW, 984
055	Auto Body Repair/Painter-Jrn.	Machinists, Local 1951
056	Shop Material Take-Off Coord./Sr. Shop Material Take-Off Coord.	PACE, Local 8-0369
060	Chemical Technologies-Sr. Chemical Technologists	PACE, Local 8-0369

B00	Sr. Operations Personnel-Lead Sr. Operations Personnel Sr. Tape Librarian Data Entry Personnel Data Center Lead Personnel	PACE, Local 8-0369
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