

SITE STABILIZATION AGREEMENT

FOR ALL CONSTRUCTION WORK

FOR THE

U. S. DEPARTMENT OF ENERGY

AT THE

HANFORD SITE

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DETERMINATION PURSUANT TO THE ACT OF AUGUST 28, 1958,
72 STAT 972 PUBLIC LAW 85-804 (50 U.S.C. 1431-35)

WHEREAS, a construction site labor agreement entitled "Site Stabilization Agreement For All Construction Work for the U.S. Department of Energy At The Hanford Site", applicable to all construction activities carried out for and administered by the Richland Operations Office (RL) of the United States Department of Energy (DOE) on the DOE's Hanford Site located at Richland, Washington, has been executed by J.A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., and the Building and Construction Trades Department, AFL-CIO, and its affiliated international unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and,

WHEREAS, DOE has concluded that adherence to certain conditions of employment set forth in the aforementioned labor agreement (including, where applicable, the requirement set forth in that agreement to become a Party Signatory) by all contractors and subcontractors performing work, under contracts and subcontracts which are made subject to the Davis-Bacon Act at the DOE's Hanford Site, will promote stability, efficiency, and economy of performance of contracts and subcontracts which directly affect the national defence; and,

WHEREAS, prompt, orderly, and economic performance of such work may be seriously impeded by failure to require adherence to the contract clause attached hereto as Attachment No. 1 and by reference made a part of this Determination;

Therefore, pursuant to authority of Public Law 85-804 vested in the Secretary of DOE, by Executive Order 10789 of November 14, 1958, as amended, it is determined necessary in order to facilitate the national defense to include a clause in all DOE-RL contracts, and subcontracts thereunder, and amendments and modifications thereof, which are made subject to the Davis-Bacon Act at the DOE's Hanford Site, requiring that contractors and subcontractors shall adhere to certain conditions of employment as set forth in the contract clause attached hereto as Attachment I and by this reference made a part of this Determination.

The Manager, RL, is authorized (1) to modify Attachment I from time to time and (2) to direct contractors to pay amounts for wages, fringe benefits, and other employee compensation as the aforementioned labor agreement, including its Appendix A, may be modified by agreement of the parties from time to time.

DATE

SECRETARY OF ENERGY

Attachment:
Contract Clause

PROVISIONS FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS ADMINISTERED BY THE RICHLAND OPERATIONS OFFICE OF THE UNITED STATES DEPARTMENT OF ENERGY WHICH ARE SUBJECT TO THE DAVIS-BACON ACT AND PERFORMED AT THE HANFORD SITE

- (a) The Site Stabilization Agreement For All Construction Work for the U.S. Department of Energy (DOE) At The Hanford Site, (hereinafter referred to as "Site Stabilization Agreement"), which is referenced in this Attachment I and attached hereto, consists of a Basic Agreement plus Appendix A dated September 10, 1984, signed by J.A. Jones Construction Services Company and Morrison-Knudsen Company, Inc., The Building and Construction Trades Department, AFL-CIO, and its affiliated International Unions, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
- (b) This Attachment I applies to employees performing work, under contracts (or subcontracts thereunder) administered by the Richland Operations Office of the U.S. Department of Energy (DOE-RL) which are subject to the Davis-Bacon Act, in the classifications set forth in the Site Stabilization Agreement for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with the Local Union having jurisdiction over DOE-RL construction work performed at the Hanford site, or who are parties to a national labor agreement for such construction work, shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory contractor or subcontractor shall become signatory to the Site Stabilization Agreement and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the Site Stabilization Agreement and who are not required under paragraph (c) above to become signatory to the Agreement, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
- | | | |
|-----|--------------|--|
| (1) | Article VII | Employment, <u>Section 2</u> only |
| (2) | Article XII | Non-Signatory Contractor Requirements |
| (3) | Article XIII | Hours of Work, Shifts, and Overtime |
| (4) | Article XIV | Holidays |
| (5) | Article XV | Wage Scales and Fringe Benefits,
<u>Sections 1 and 2</u> only |
| (6) | Article XVII | Payment of Wages - Checking In & Out,
<u>Section 3</u> only |
| (7) | Article XX | General Working Conditions |
| (8) | Article XXI | Safety and Health |

- (e) The Contractor agrees to make no contributions in connection with this contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Office.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349-78 Stat. 238-239), and the Department of Labor relations in implementation thereof (29 CFR, Parts 1, 5).
- (g) The Contracting Officer may, from time to time, direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation as the Site Stabilization Agreement, including its Appendix A, may be modified by the parties thereto from time to time.
- (h)
 - (1) In the event of failure to comply with paragraphs (c), (d), (e), (f), and (g) above, or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting officer may withhold any payments due to the Contractor and may terminate the Contract for default.
 - (2) The rights and remedies of the Government provided in this Attachment I shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (i) The requirements of this Attachment I are in addition to, and shall not relieve the Contractor of any obligation imposed by other clauses of this Contract, including those entitled "Davis-Bacon Act", "Contract Work Hours and Safety Standards Act - Overtime Compensation", "Payrolls and Basic Records", "Compliance with Copeland Act Requirements", "Withholding", and "Contract Termination; Debarment".
- (j) the Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Attachment I, and to preserve such records during the course of work subject to the Attachment I, and to preserve such records for a period of three years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c), (d), (e), (f), and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him to interview employees during working hours on the job.
- (k) The Contractor agrees to insert the provisions of the Attachment I, including this paragraph (k), in all subcontracts for the performance of work subject to the Davis-Bacon Act administered by DOE-RL at the DOE's Hanford Site.

SITE STABILIZATION AGREEMENT

HANFORD SITE

THIS AGREEMENT made and entered into this 10th day of September, 1984, by and between J.A. Jones Construction Services Company and Morrison-Knudsen Company, Inc. and other contractors and subcontractors who shall become signatory to this AGREEMENT hereinafter referred to as EMPLOYERS, performing construction work for the Department of Energy, or successor agency hereinafter called OWNER, on the Hanford Site and the Building and Construction Trades Department of the AFL-CIO and the International Unions affiliated therewith signatory hereto and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter collectively called UNIONS.

ARTICLE I

PURPOSE

The parties to this AGREEMENT recognize that the work covered by this AGREEMENT is specialized and unique construction requiring long periods of time, large scale capital outlays, exacting construction and performance standards including protection of the health and safety of the public and employees and a need for high labor skills for many operations and complex managerial organizations. The careful planning and scheduling of work operations can make a major contribution in this circumstance to cost reduction and more rapid job completion. The parties further recognize the national importance of nuclear energy in assuring adequate supplies of energy for economic growth and national defense, the creation of job opportunities, and for a greater degree of energy independence in the national interest. The parties believe that this AGREEMENT constitutes a vital contribution to the achievement of the objectives of national defense and a national energy policy.

It has been determined necessary, pursuant to the authority of Public Law 85-804, to facilitate such national defense and national interest to include a clause in OWNER contracts and subcontracts thereunder and the amendments and modifications thereof, for the performance of work under contracts and subcontracts which are subject to the Davis-Bacon Act within the Territory requiring such contractors and subcontractors to abide by the monetary provisions of this AGREEMENT.

The purposes of this AGREEMENT are to promote the settlement of labor disagreements by conference, to prevent strikes and lockouts, to provide the public with improved services and a better quality of product and workmanship, to provide uniformly standard working conditions for the efficient prosecution of the construction work, to prevent avoidable delays and expense and generally to encourage a spirit of helpful cooperation between the EMPLOYER and the UNION to the mutual advantage of the parties and the public.

ARTICLE II

SCOPE

Section 1. This AGREEMENT shall apply to all of the OWNER'S construction work performed by the EMPLOYERS within that territory known and referred to as "The Hanford Site" in Benton and Franklin Counties, Washington, the Boundaries of which are defined as follows:

That area located within the perimeter fence (except for the right-of-way of State Highway 240) surrounding the land under the jurisdiction of the Department of Energy: and the 700 (DOE only), 1100, and 3000 areas and other lands outside the fenced area that are or come under the jurisdiction of the Department of Energy.

Section 2. This AGREEMENT shall not apply to work of the EMPLOYER being performed under the terms of the National Tank Manufacturer's Agreement, the Stack Agreement and the Cooling Tower Agreement.

This AGREEMENT shall not apply to the following:

- (A) Executives, engineers, superintendents, assistant superintendents, inspectors, QC, NDT, technical engineers, timekeepers, messengers, clerical office workers, guards, confidential employees, or any employees above general foreman.

- (B) Testing or inspection of equipment apparatus or systems of the OWNER, after such OWNER'S acceptance of and physical possession of such equipment apparatus, system, facility or component.
- (C) The deliveries of equipment, apparatus, machinery and construction material to the site of construction shall not come within the scope of this AGREEMENT until such equipment, apparatus, machinery and construction material is placed in possession and control of the EMPLOYER.

Section 3. In the event of a conflict between any provisions of this AGREEMENT and those existing in any other AGREEMENT, the terms of this AGREEMENT shall apply.

ARTICLE III RECOGNITION

The EMPLOYER recognizes and acknowledges the UNION as the exclusive bargaining representative of all construction craft employees performing work covered by this AGREEMENT with respect to wages, hours and all other terms and conditions of employment.

ARTICLE IV BARGAINING AGENT

Section 1. The EMPLOYERS are the principals and do not act as the agent of or bind the OWNER for any purpose relating to or arising out of the terms and conditions hereof. Each UNION signatory hereto agrees that it will confer and negotiate only with the EMPLOYERS or their duly authorized representatives on all matters in the administration, interpretation, and enforcement of the terms of this AGREEMENT.

Section 2. In the event of any violation of the terms of this AGREEMENT, the responsible and authorized representative of the UNIONS signatory hereto, or EMPLOYER, as the case may be, shall promptly take such affirmative action as is within their power immediately to correct and terminate the violation.

Section 3. It is further agreed that the liability of EMPLOYERS shall be several and not joint, and the liability of the UNIONS who accept, adopt or sign this AGREEMENT shall be several and not joint.

ARTICLE V ADMINISTRATION OF AGREEMENT

Section 1. The parties to this AGREEMENT shall establish a Hanford Administrative Committee consisting of EMPLOYER members and UNION members.

Section 2. The Hanford Administrative Committee shall meet as required to review the operation of this AGREEMENT.

Section 3. The procedures of operation and areas of responsibility of the Committee shall be determined by the Committee.

ARTICLE VI MANAGEMENT RIGHTS

The EMPLOYER retains full and exclusive authority for the management of its operations. The EMPLOYER shall direct his working force at his sole prerogative, including, but not limited to, hiring, promotion, transfer, lay-off or discharge. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The EMPLOYER shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitation or restriction upon the choice of materials or design, nor,

regardless of source or location, upon the full use and installation of equipment, machinery, package units, pre-cast, prefabricated or preassembled materials, tools, or other labor-saving devices. In the fabrication of preengineered equipment and preassembled items, the EMPLOYER may without restriction install or otherwise use materials, supplies, or equipment regardless of their source. The on-site installation or application of such items shall be performed by the craft customarily having jurisdiction over such work; provided, however, it is recognized that other personnel having special talents or qualification may participate in the installation, check-out or testing of specialized or unusual equipment or facilities.

The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically set forth. The EMPLOYER, therefore, retains all legal rights not specifically covered by this AGREEMENT.

ARTICLE VII EMPLOYMENT

Section 1.

The EMPLOYER acknowledges the UNION'S proficiency in the employment process, characterized by the maintenance of and ready access to a skilled manpower pool through its local, regional and national recruitment network. The UNIONS acknowledge the EMPLOYER'S right and unshared legal responsibility for the hiring of his employees. It is the intent, therefore, of all the parties to establish the following employment procedure in view of the aforementioned acknowledgements.

Section 2.

The UNIONS and EMPLOYERS shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, physical or mental handicap or disabled or Vietnam-era veteran status or any other basis recognized by law.

Section 3.

(A) EMPLOYERS performing construction work on the Site described in this AGREEMENT shall, in filling craft job vacancies, utilize and be bound by the registration facilities and referral systems established or authorized by the UNIONS signatory hereto when such procedures are not in violation of Federal law. The EMPLOYER shall have the right to reject any application referred by the UNION.

(B) The EMPLOYER shall have the unqualified right to select and hire key personnel such as welders and those possessing special skills and the UNIONS agree to refer the requested individuals subject to legal hiring hall provisions.

(C) In the event referral facilities maintained by the UNIONS are unable to fill the requisition of an EMPLOYER for employees within a forty-eight (48) hours period after such requisition is made by the EMPLOYER (Saturday, Sunday and holidays excepted); the EMPLOYER shall be free to obtain workmen from any source.

(D) The UNION represents that its local UNIONS administer and control their referrals, and it is agreed that these referrals will be made in a nondiscriminatory manner and in full compliance with federal, state and local laws and regulations which require equal employment opportunities and nondiscrimination. Referrals shall not be affected in any way by the rules, regulations, by-laws, constitutional provisions or any other aspect of obligation of UNION membership, policies or requirements.

(E) The UNIONS shall not knowingly refer employees currently employed by the EMPLOYER to other employment.

(F) The UNIONS shall exert their utmost efforts, including requesting assistance from other local UNIONS, to recruit sufficient numbers of skilled craftsmen to fulfill the manpower requirements of the EMPLOYERS.

(G) The UNIONS agree to hold the EMPLOYERS harmless for any liability arising out of the improper administration by the UNION of the referral procedure.

ARTICLE VIII
UNION SECURITY

Section 1. All employees covered by this AGREEMENT and coming under the jurisdiction of the UNIONS, as set forth in the Recognition Clause, Article III, shall, as a condition of employment, become members of the appropriate UNION within eight (8) days following the date of their employment, and shall remain members in good standing during the term of this AGREEMENT. "Good Standing" for the purpose of the AGREEMENT is interpreted to mean the payment or tender of initiation fees and periodic union dues uniformly required as a condition of acquiring or retaining membership. When an employee fails to tender to an authorized agent of the UNION, such initiation fees or periodic union dues as are required for good standing membership, the EMPLOYER will, upon written request

from the UNION, dismiss the employee at the close of shift during which said written request is furnished by the UNION to the EMPLOYER. Such written request from the UNION shall certify the delinquent employee's account with the UNION and shall be furnished by the UNION, one copy to be mailed or delivered to the project superintendent of the EMPLOYER, and one copy to the delinquent employee.

Section 2. Upon request by the UNION for the duration of any specific job, the EMPLOYER will notify the UNION as soon as possible, but within seven (7) days of the date of hire, of the names, addresses and date of hire of any newly employed employees covered by this AGREEMENT who were not referred by the UNION.

ARTICLE IX
UNION REPRESENTATION

Section 1. Authorized representatives of the UNIONS shall have access to the project provided they do not unnecessarily interfere with the work of the employees and further provided that such representatives fully comply with the visitor, safety and security rules established for the particular project.

Section 2. Each of the UNIONS signatory hereto shall have the right to designate a working journeyman as steward for each EMPLOYER and the steward shall be recognized as the UNION's representative. Such designated steward shall be a qualified workman assigned to the crew and shall perform the work of the craft. If qualified, the steward shall be the last journeyman on the project. The steward shall not perform supervisory duties of that craft. Under no circumstances shall there be a non-working steward.

Section 3. The working steward will not be entitled to any preferential treatment by the EMPLOYER and will be subject to discipline to the same extent as other employees provided, however, that the UNION office shall be notified prior to the discharge. Should a steward be discharged, the UNION may appoint a replacement but work shall continue without disruption.

Section 4. Each steward shall be concerned with the employees of the steward's EMPLOYER and not with the employees of any other EMPLOYER.

One projects where the OWNER'S personnel may be working in close proximity of the construction activities the UNIONS agree that under any and all conditions UNION representatives, stewards and individual workmen will not interfere in any manner with the OWNER'S personnel or with the work which is being performed by the OWNER'S personnel.

ARTICLE X
SUBCONTRACTING

Section 1. A subcontractor is any person, firm or corporation who takes over or performs any portion of the construction work to be done at the site of the construction, alteration, painting or repair of a building, structure or other OWNER contract or subcontract work for a signatory contractor at the site of construction under contract with a signatory contractor.

Section 2. A signatory EMPLOYER shall not subcontract or otherwise transfer in whole or in part any construction work covered by this AGREEMENT to be done at the site of the construction, alteration, painting or repair of a building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this AGREEMENT.

Section 3. The furnishing of materials, supplies, or equipment and the delivery thereof shall in no case be considered subcontracting.

Section 4. For procurements under the control of the EMPLOYER, fabrication provisions of the appropriate National craft agreements will be recognized. The OWNER may purchase equipment and materials from any source without any restriction and the UNION will install the equipment and materials in an efficient, workman-like manner.

Section 5. Specialized or leased equipment, such as computers and the like, and/or secret processing equipment may be installed and/or serviced by individuals not covered by this AGREEMENT. Warranty service on this equipment may be performed by the vendor's personnel.

Section 6. The EMPLOYER shall require each subcontractor to hold a pre-job conference with the UNIONS before the commencement of any work on the site.

ARTICLE XI SIGNATURE REQUIREMENTS

Section 1. The AGREEMENT represents the complete understanding of the parties, and any EMPLOYERS and their subcontractors at any tier shall not be required to sign any other agreement with the UNIONS or any other UNION insofar as the construction work on this site is concerned. The provisions of this AGREEMENT, including Appendix A, shall in every instance apply to and control construction at the Site and take precedence over provisions of local or national agreements which may conflict with the terms of this AGREEMENT except as provided in ARTICLE II.

Section 2. Any EMPLOYER or his subcontractor at any tier who is a party to agreement(s) for construction work with a local UNION having jurisdiction over work being contracted under this AGREEMENT, or a party to a national labor agreement for such construction work shall become signatory to this AGREEMENT for all work covered in such contracts or subcontracts. Provisions will be made for any such EMPLOYER or Subcontractor at any tier to sign and fully comply with this AGREEMENT for all work covered by its contract or subcontracts performed at the site of construction on the project, provided that this AGREEMENT shall apply to this site only.

Section 3. If any EMPLOYER or his Subcontractor at any tier who is signatory to this AGREEMENT subcontracts the performance of any work, written provision shall be made within the subcontract for compliance by the Subcontractor with all of the terms and provisions of this AGREEMENT. In conformity with such obligation, any EMPLOYER or subcontractor shall indicate his acceptance of the terms and conditions of this AGREEMENT as governing work on this site by signing the Employers Signature Sheet provided for this purpose and delivering a copy thereof to the Hanford Administrative Committee and to the UNIONS prior to his commencement of any work on the project.

Section 4. The UNIONS agree that the provisions, conditions and benefits hereof shall be extended to all EMPLOYERS and subcontractors at any tier insofar as work on this site is concerned, provided only that such

contractors or subcontractors shall become signatory to this AGREEMENT.

Section 5. Any EMPLOYER, subcontractor, or UNION who becomes a party to this AGREEMENT as provided above shall alone be liable and responsible for his own individual acts and conduct and for any breach or alleged breach of this AGREEMENT by him, and shall not have any imputed responsibility or liability for any breach of any EMPLOYER or UNION. Any alleged breach of this AGREEMENT by any other EMPLOYER, subcontractor, or UNION or any dispute between a UNION and any EMPLOYER, any subcontractor or other UNION respecting compliance with the terms herein shall not affect the rights, responsibilities, obligations, and duties between the UNION, EMPLOYERS or subcontractors at any tier who are party to this AGREEMENT.

Section 6. Because of the nature of the Site, it is necessary that all Federal Labor Laws and Regulations, Executive Orders, Public Laws applicable to such construction contracts for the OWNER shall apply to this Site and are paramount to the terms and conditions hereof.

ARTICLE XII NON-SIGNATORY CONTRACTORS REQUIREMENTS

Nothing in this AGREEMENT shall be construed to limit the OWNER'S right to select the lowest qualified bidder for purposes of awarding construction contracts or material purchase orders on the Site and the right of refusal remains solely with the OWNER. If such award is to a Contractor which is not signatory to a union agreement covering such work, then such Contractor and his Subcontractors shall not be obligated to become signatory to this AGREEMENT.

Nothing herein shall be construed to limit the right of the UNION to engage in lawful organizational efforts to organize the employees of non-signatory contractors or subcontractors.

Subcontractors signatory to an existing union agreement covering work under a contract with a non-signatory contractor will be required to execute this AGREEMENT in accordance with ARTICLE XI, SIGNATURE REQUIREMENTS. It is acknowledged, however, that the OWNER shall make provision in contracts with non-signatory contractors which are subject to the Davis-Bacon Act at the Site, to pay to or for the account of their employees in the classifications, herein set forth, not less than wages and other compensation including but not limited to fringe benefits, travel pay, overtime premiums, and shift premiums, as provided by this AGREEMENT. The obligation of such Contractor or his Subcontractor to pay fringe benefits shall be governed by making the payments in accordance with the provisions in the amendments to the Davis-Bacon Act contained in the Act of July 2, 1964 (Public Law 88-349, 78 Stat. 238-239) in the Department of Labor Regulations and implementation thereof (29 CFR, Parts 1, 5), but shall not limit his obligation to provide other compensation as provided above. The OWNER shall, from time to time, direct all Contractors and Subcontractors on the work subject to the Davis-Bacon Act at the Site, to pay amounts for wages or other compensation as this AGREEMENT may be modified from time to time.

ARTICLE XIII HOURS OF WORK, SHIFTS AND OVERTIME

Section 1. The standard work day shall consist of eight (8) hours of work between 7:00 AM and 5:30 PM with one-half hour designated as an unpaid period for lunch, which may be taken between the hours of 11:00 AM, and 1:30 PM but not to exceed five (5) hours from the start of the shift. In the event an employee goes beyond five (5) hours without lunch, he shall receive one half hours pay at the overtime rate in addition to regular shift pay.

The standard work week shall be five (5) consecutive days commencing with the day shift on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day, or forty (40) hours of work per week.

Section 2. Shift Work

Shifts may be established when considered necessary by the EMPLOYER.

(A) Shift hours and rates will be as follows:

First Shift (day shift) - Eight (8) hours pay for eight (8) hours work, plus one-half (1/2) hour unpaid lunch period. The first shift shall be worked between the hours of 7:00 AM and 5:30 PM.

Second Shift (swing shift) - Eight (8) hours pay for seven and one-half (7 1/2) hours work, plus one-half (1/2) hour unpaid lunch period. The second shift shall be worked between the hours of 3:30 PM and 1:30 AM.

Third Shift (graveyard shift) - Eight (8) hours pay for seven (7) hours work, plus one-half (1/2) hour unpaid lunch period. The third shift shall be worked between the hours of 11:30 PM and 9:00 AM.

(B) Shifts shall be established and continue for a minimum of five (5) consecutive work days. If Saturday and/or Sunday are worked they shall be included in the five (5) day minimum period. It is understood that the third shift on Friday must end on a calendar Saturday morning.

(C) The interval between shifts worked in the same day shall not exceed the reasonable time necessary to change shifts and in no event shall such interval exceed one (1) hours.

(D) If only two shifts are to be worked, the EMPLOYER may regulate starting times of the two shift operations to permit maximum utilization of daylight hours.

(E) When special conditions warrant, swing and/or graveyard shifts may be worked even though no day and/or swing shift is worked. Normal shift premiums apply.

Section 3. Overtime

All work performed in excess of the standard work day, Monday through Friday, and all work performed on Saturday shall be at the rate of time and one-half the basic straight time hourly wage rate. All work performed on Sundays and holidays shall be paid at twice the basic straight time hourly wage rate. There shall be no duplication or pyramiding of overtime and/or premium pay.

Section 4. Reporting Pay

When an employee reports for work at the time and place specified by the EMPLOYER and he is not put to work or he works less than two hours, he shall be paid for two hours at the applicable straight time rate of pay. If after working two hours he is prevented from working a full eight hours he shall be paid for actual hours worked. It is the intent of this section that an employee who shows up for work shall be paid at least two hours of a shift, except when he has been notified, at the EMPLOYER'S expense, not to report either by direct contact by the EMPLOYER or by the method determined by the Hanford Administrative Committee. When the proper notice is given and the employee reports, he shall not be entitled to reporting pay.

If an employee leaves the job on his own accord he will be paid for actual hours worked. If an employee reports to work in a condition unable to work he will not be eligible for reporting pay.

Section 5. Special Processing Time

The EMPLOYER shall not pay for time spent preparing necessary forms to

obtain a security clearance. However, a reasonable time will be allowed each employee for initial security check-in at time of initial hire or rehire.

Section 6. Option for Ten Hour Shift

- (A) The EMPLOYER may establish a day and a second four (4) 10-hour shift at the straight-time rate, Monday through Thursday. These shifts are exclusive of the 30-minute lunch period. The day shift shall start work between 6:00 a.m. and 8:00 a.m., and the second shift shall start work at a time designated by the EMPLOYER. The day shift shall work four (4) days at 10 hours' straight-time pay. The second shift shall work four (4) days at nine and one-half (9 1/2) hours for 10 hours' straight-time pay.
- (B) In the event the job is shut down due to weather conditions or other conditions beyond the control of the EMPLOYER, then Friday may be worked as a make-up day at the straight-time rate. If a make-up day is utilized, it shall be treated as any other scheduled 10-hour workday.
- (C) In weeks where a holiday in the Agreement is recognized Monday through Thursday, then Friday may not be used as a make-up day at straight time.
- (D) When an individual is called out to work less than a full week four (4) ten-hour shift, the individual shall be paid for hours worked in accordance with the five (5) eight hour shift schedule.

Section 7. Alternating 4 ten-hour Shift Operation

Under this operation the day shift manual work force is organized into two teams. The "A" team works 4 consecutive 10 hour days. On the fifth day of the "B" team continue to work activities for 4 consecutive 10 hour days. On the ninth day the "A" team returns to work to continue to construction activities. The 4-day alternating "A" and "B" team operation can continue on a year-round basis. The same pattern applies for a second shift. Appendix B further illustrates the application of these provisions. If two shifts are established, they shall be consecutive.

In this arrangement the normal work day for all employees will be ten (10) consecutive hours of work, exclusive of one-half (1/2) hour non-paid lunch period.

On A and B team operation, the first eight (8) hours shall be paid at the straight time rate. The ninth (9) and tenth (10) hours shall be paid at one and one half (1 1/2) time the straight time rate.

The work day for each employee shall be defined as the twenty-four (24) hour period which begins with the regular starting time of the employee's shift and ends with the regular starting time of the employee's shift the following day. In this shift arrangement the day shift shall be worked between the hours of 8:00 AM and 6:30 PM, as described above.

Those General Foremen and selected Foremen who are directed to report to work the day before the first day of the four day work cycle to complete preparations for their team's scheduled work activities shall work 8 hours on that day and be paid at the rate of time and one-half (1 1/2) the basic straight time hourly wage rate.

If, for any reason, journeymen are directed to report to work the day before the first day of the four day work cycle, they shall be paid at the rate of time and on-half (1 1/2) the basic straight time hourly wage rate.

Those directed to work the day after completion of their four-day shift shall be paid at the rate of two (2) times the basic straight time hourly wage rate.

The first ten (10) hours of work performed on Sundays shall be paid at

time and one-half (1 1/2) the basic straight time hourly wage rate. After ten (10) hours of work, the rate shall be two (2) times the basic straight time hourly wage rate.

Changing from one alternating shift to another will not be permitted without a minimum of two consecutive non-working days prior to transferring to the other alternating shift.

ARTICLE XIV
HOLIDAYS

Holidays recognized under this AGREEMENT shall be as follows:

New Years	Thanksgiving
Memorial Day	Friday following Thanksgiving
July Fourth	Christmas Day
Labor Day	

Should any of these holidays fall on a Saturday, the previous Friday shall be a holiday and should any of these holidays fall on a Sunday, the following Monday shall be considered a legal holiday and observed as such. A holiday shall be the twenty-four hour period commencing with the starting time of the first shift on the day of the holiday. No work shall be performed on Labor Day except to save life or property.

ARTICLE XV
WAGE SCALES, FRINGE BENEFITS,
AND DUES CHECK OFF

Section 1.

- (A) Appendix A shall incorporate herein those wage rates, fringe benefits and apprentice contributions, of the local area collective bargaining agreements specifically agreed to and contained therein as of July 1, 1984, except that wage premiums such as those based on height or depth of work, type of work or material, mask pay, special skills, etc., shall not be paid. The combined amount of the wage rates, fringe benefits and apprentice contributions will remain in effect through June 30, 1985. No other provisions in the local area collective bargaining agreement shall be considered part of this AGREEMENT or binding on the EMPLOYER or UNION on this site.
- (B) Future wage rates, fringe benefits and apprentice contributions shall be reviewed by the Hanford Administrative Committee sixty (60) days prior to June 30, 1985 and from year to year thereafter. There shall be no strike, walkout, slowdown, picketing, sympathy strike, or no lock-out or shut-down of any nature whatsoever during the life of this Agreement over wage and benefit disputes.
- (C) Maintenance of Benefits: Should the Trustees of the established trust funds find it necessary to adjust fringe benefit fund contributions in order to maintain current benefits, the Hanford Administrative Committee shall review such adjustments and determine their applicability to this Agreement.

Section 2.

- (A) When the EMPLOYER contributes fringe benefit payments into local, regional or national trust funds, the EMPLOYER agrees to be bound to all lawful terms and conditions of such trust agreements, and all amendments thereto. The EMPLOYER further agrees to accept as its representatives in the administration of such funds, the employer trustees serving such funds. Furthermore, the EMPLOYER and UNION may establish other trust funds by mutual agreement when necessary.
- (B) Fringe benefit payments shall be paid only on the basis of hours worked,

not hours paid for, except where this is in violation of the applicable trust agreement, in which case the provisions of the trust agreement will prevail. In the case of shift work, compensable hours shall apply.

- (C) Industrial promotion or administrative funds which do not accrue to the direct benefit of employees are not considered fringe benefits for the purpose of this AGREEMENT and need not be paid by the EMPLOYER.

Section 3. DUES CHECK-OFF. Upon presentation of a proper authorization form executed by the individual employee, the EMPLOYER agrees to deduct UNION dues and remit same to the UNION in accordance with applicable laws. The authorization forms shall be supplied by the UNION.

ARTICLE XVI
TRAVEL PAY

Travel pay will be paid in accordance with Appendix A and will be reviewed yearly by the Hanford Administrative Committee.

ARTICLE XVII
PAYMENT OF WAGES-CHECKING IN & OUT

Section 1. All employees covered by this AGREEMENT shall be paid weekly, by check on company time before the end of their regular shift, on Friday, unless failure to pay on such day is mutually considered to be beyond the reasonable control of the EMPLOYER. When an employee cannot be paid accordingly because of a holiday, he shall be paid on his last shift before the Holiday.

Section 2. Employees on the swing and graveyard shifts or on a special shift extending beyond the quitting time for the day shift shall be paid by not later than quitting time Thursday's shift. If an employee is discharged or laid off, he shall be paid in full provided he is present at the job or place where he is employed. Employees who voluntarily terminate their employment shall be paid in full provided they give adequate, timely notice for good and sufficient reasons (normally considered at least eight (8) hours). At the written request of such employee, the EMPLOYER may mail his check to him on or before the next regular pay day. Payroll checks and stubs shall indicate company name, straight time and overtime hours and all itemized legal deductions.

Section 3. If an employee is not paid as herein provided, said employee must be paid an additional four (4) hours straight time pay for each twenty-four (24) hour period or portion thereof prior to actual payment. When mailing checks the postmark on the envelope will determine if the check was mailed timely and will serve as the cutoff for any penalty.

Section 4. The EMPLOYER may withhold a reasonable amount of wages, not to exceed five (5) working days, to enable the EMPLOYER to prepare a payroll.

Section 5. All payments shall be assumed to be correct and any protest must be made within thirty (30) days.

Section 6. All employees will comply with a check-in check-out procedure to be established by the EMPLOYER.

Section 7. Each employee shall be individually responsible for personally checking-in and checking-out on a daily basis. Failure to comply with these conditions will be considered justifiable ground for termination.

ARTICLE XVIII
APPRENTICES/TRAINEES/HELPERS/SUBJOURNEYMEN

Section 1. Recognizing the need to maintain continuing support of

programs designed to develop adequate numbers of competent workers in the construction industry, the EMPLOYER will employ apprentices in the respective crafts to perform such work as is within their capabilities and which is customarily performed by the craft in which they are indentured.

Section 2. The UNIONS and EMPLOYERS agree to the maximum possible use of apprentices, pre-apprentices, helpers, or other subjourneymen classification as applicable to each craft to do work within their craft jurisdiction. The combined employment of non-journeymen classifications shall not exceed thirty-three and one third percent (33 1/3%) of the craft work force.

ARTICLE XIX WELDER CERTIFICATION

When the EMPLOYER requests welders possessing specific certifications, the UNIONS shall, when available, refer welders possessing such current certifications regardless of their position on the out of work list. When reporting for work, the applicant shall have in his possession a current recognized certificate. If the job to be performed requires additional certification of any kind, the EMPLOYER shall pay for all expenses involved in such test including wages and cost of test, and shall (after 30 days of employment or completion of the job) provide the employee and the UNION with a copy of the certification.

ARTICLE XX GENERAL WORKING CONDITIONS

Section 1. Employment begins and ends at the job site.

Section 2. The selection of craft foremen and general foremen including the number of foremen required shall be entirely the responsibility of the EMPLOYER, it being understood that in the selection of such foremen the EMPLOYER will give primary consideration to the qualified individuals available in the local area. After giving such consideration, the EMPLOYER may select such craft individuals from other areas. Foremen and general foremen shall take orders from the designated EMPLOYER representatives.

Section 3. There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any of the work of the trade and shall work under the direction of the craft foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

Section 4. The parties reaffirm their policy of a fair day's work for a fair day's pay. Any violation of work starting and stopping times will be grounds for termination. Employees shall 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 except where the OWNER'S security and/or job requirements require employees to report to work or quit their work at different locations. The EMPLOYER agrees to provide adequate time at the end of each shift for picking up tools.

Section 5. There shall be no limit to the number of work classifications or pieces of equipment employees can work within their craft when qualified to perform the work.

Section 6. Local practices not a part of this AGREEMENT shall not be recognized.

Section 7. The UNION shall not coerce nor in any way interfere with the OWNER'S personnel, operation or facilities at the site. The OWNER'S right to contract directly with other companies for work at the site shall not be limited, and the UNION shall cooperate and not interfere with the EMPLOYER'S operations.

Section 8. The EMPLOYER shall determine the need for overtime and will have the specific right to assign employees to work overtime, including

the use of partial crews. The EMPLOYER will designate when employees will work any and all overtime. If overtime is worked, the EMPLOYER will make a reasonable effort to distribute overtime on an equitable basis wherever practicable.

Section 9. There will be no rest period, organized coffee breaks or other non-working time established during working hours.

Section 10. Slowdowns/Featherbedding - Slowdowns, stand-by crews, and make-work practices shall not be tolerated. There will be no stand-by crews or personnel. Start-up, checkout, and operation of process equipment and systems is the responsibility of the EMPLOYER and the OWNER. Manpower requirements, startup and acceptance procedures for these operations will be determined by the EMPLOYER and OWNER.

Section 11. Seniority shall not be recognized or applied to employees working on the projects under this AGREEMENT. Continuing employment is contingent upon the skill, productivity and qualification of the employee.

Section 12. The EMPLOYER shall establish such reasonable project rules as the EMPLOYER deems appropriate. These rules will be reviewed at the pre-job conference and posted at the project site by the EMPLOYER, and may be amended thereafter as necessary. EMPLOYERS and the UNIONS agree to conform to all security regulations and requirements of the OWNER.

Section 13. Adequate facilities will be provided for employees in which to dry their clothes and eat their lunches. These facilities shall be adequately heated and shall not be used for storing supplies, tools, or equipment that the facilities are rendered unsuitable for the intended use.

ARTICLE XXI SAFETY AND HEALTH

Section 1. The EMPLOYER acknowledges their responsibility to comply with all applicable laws, ordinances and regulations relating to safety and health. No employee will be required to perform any work in an unsafe manner or unsafe condition.

Section 2. The employees covered by the terms of this AGREEMENT shall at all times be bound by the safety rules and regulations as established by the EMPLOYER in accordance with the Department of Energy safety rules and regulations. Any employee's failure to comply with the safety requirements heretofore referred to, or failure to participate and cooperate in such program shall be cause for discharge.

Section 3. The UNIONS agree that all employees will be required to use all required safety equipment and all required protective clothing supplied by the EMPLOYER. Failure or refusal to use such protective equipment is cause for discharge.

Section 4. It will not be a violation of this AGREEMENT, when the EMPLOYER considers it is necessary to shut down to avoid the possible loss of human life, because of an emergency situation that could endanger the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked. In the case of a situation described above whereby the EMPLOYER requests employees to standby, the employees will be compensated for the "standby" time. Employees shall not be discharged for refusing to work in the above described situations.

ARTICLE XXII SECURITY OF MATERIAL, EQUIPMENT AND TOOLS

Security procedures for the control of tools, equipment and materials shall be solely the responsibility of the EMPLOYER. The EMPLOYER will be responsible to cover the costs of the full prior agreed inventory of employee tools lost because of fire, flood or theft. Tools broken or damaged in the course of employment will be replaced or reimbursement will be made by the EMPLOYER upon the presentation of satisfactory evidence. The inspection of

incoming shipments of equipment, apparatus, machinery and construction materials of every kind shall be performed at the discretion of the EMPLOYER by individuals of his choice. It is further agreed that the EMPLOYER may designate and operate centrally controlled tool rooms, warehouses, and storage areas, and that employees required for such operations will be at the EMPLOYER'S sole discretion. This article is not intended to alter traditional craft jurisdictional claims.

All employees will comply with the security procedures established by the EMPLOYER.

ARTICLE XXIII JURISDICTIONAL DISPUTES

Section 1. The parties hereto agree that all jurisdictional disputes over division of work with crafts affiliated with the Building and Construction Trades Department, AFL-CIO, will be assigned and settled in accordance with the procedural rules and regulations of the Impartial Jurisdictional Disputes Board under the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, effective June 1, 1977 or any successor plan. All signatory contractors agree to be stipulated to the procedures of the Impartial Jurisdictional Disputes Board for work performed under this AGREEMENT.

Section 2. In the event of any dispute as to jurisdiction of work covered by the terms of this AGREEMENT being claimed by UNIONS other than those affiliated with the Building and Construction Trades Department, AFL-CIO, then such disputes shall be referred to the International Unions involved, for determination by whatever procedure they may adopt and work shall proceed as assigned by the individual EMPLOYER until such determination by the International Unions. Any given jurisdictional determination shall be implemented immediately by the individual EMPLOYER involved.

Section 3. There shall be no strikes, work stoppages, or other interferences with the work by reason of jurisdictional disputes.

ARTICLE XXIV GRIEVANCE PROCEDURE

Section 1. It is specifically agreed that in the event any disputes arise out of the interpretation or application of this AGREEMENT, excluding questions of jurisdiction of work, which shall be adjusted pursuant to ARTICLE XXIII, Jurisdictional Disputes, said disputes shall be settled in accordance with the procedures set out herein. No such grievance shall be recognized unless called to the attention of the EMPLOYER by the UNION or to the attention of the UNION by the EMPLOYER in writing or postmarked within ten (10) working days after the alleged violation was committed.

Employees must notify their UNION within three (3) working days of the alleged violation.

Section 2. Grievances shall be settled according to the following procedure:

Step 1: The written disputes shall be referred to the Representative of the UNION involved or his designated representative and the EMPLOYER'S designated representative.

Step 2: In the event that the Representative of the UNION and the EMPLOYER'S designated representative cannot reach agreement within five (5) working days after a meeting is arranged and held, the matter shall be referred to the representative of the International Union and the designated representative of the EMPLOYER.

Step 3: In the event that the Representative of International

Union and the EMPLOYER'S representative are unable to resolve the dispute within ten (10) calendar days after completion of Step 2, it shall be referred to the Hanford Administrative Committee. In deciding a dispute, each member of the Hanford Administrative Committee shall have one (1) vote unless there are unequal numbers of UNION and EMPLOYER members in attendance. In that case, the under-represented members shall be entitled to cast the same number of votes as the other group's members in attendance. In the absence of a deadlock, the decision of the Hanford Administrative Committee shall be final and binding.

Step 4: In the event the Hanford Administrative Committee is unable to resolve the dispute, the UNION or the EMPLOYER, within ten (10) calendar days from the date of written notice by the Hanford Administrative Committee, may request arbitration through the Federal Mediation and Conciliation Service. The impartial arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service in accordance with their procedures. The written decision of the Arbitrator shall be binding upon all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this AGREEMENT. The expense of the impartial arbitrator shall be borne equally by the EMPLOYER and the UNION.

The time limits specified in any step of the Grievance Procedure may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing, within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance to the other without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

ARTICLE XXV
NO STRIKE/NO LOCKOUT

Section 1.

- (A) The UNIONS agree that there will be no strike or other collective action which will interfere with, or stop, the efficient operation of construction work of the EMPLOYER. Participation by an employee or group of employees, in an act violating the above provision will be cause for discharge by the EMPLOYER. If there is a strike, work stoppage, or picket line in violation of the AGREEMENT by any craft, it is agreed that the other crafts will be bound to ignore such action and continue to man the project without interruption.

The EMPLOYER agrees that he will not lock out the UNION during the terms of this AGREEMENT.

- (B) The EMPLOYER may suspend a portion of the work or shutdown a project in the event of a slowdown by one or more UNIONS or partial or complete work stoppage by one or more UNIONS.

Section 2.

This "No Strike-No Lockout" commitment is based upon the agreement of the parties to be bound by the grievance and arbitration procedures of this AGREEMENT.

ARTICLE XXVI
SAVINGS CLAUSE

This AGREEMENT is intended to be in conformity with all applicable rules and regulations including, but not limited to, Federal, State and local statutes or a decision by a court of competent jurisdiction. Should any conflict occur between any provision of this AGREEMENT and the terms of any of the above, subject provision shall become null and void and the EMPLOYER and the UNIONS will enter into negotiations to bring such a provision into conformance with the law, rule, or regulation. However, all other provisions of this AGREEMENT not in conflict with any of the above shall not be annulled

or superseded and shall remain in full force and effect.