CHARLES W. JONES, 1st Vice President

ARL J. KRUSE, 2nd Vice President

ANK HANLEY, 3rd Vice President

JOHN J. DOUGHERTY, 4th Vice President

MARTIN J. MADDALONI, 5th Vice President

MICHAEL J. SULLIVAN, 6th Vice President



JAMES P. HOFFA, 7th Vice President JOHN J. FLYNN, 8th Vice President TERENCE M. O'SULLIVAN, 9th Vice President DANA A. BRIGHAM, 10th Vice President EDWIN D. HILL, 11th Vice President JOSEPH J. HUNT, 12th Vice President JAMES A. GROGAN, 13th Vice President DOUGLAS J. McCARRON, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation Bulletin 1

Reference: Inte

Interpretation of Article XIII

Subject:

Hours of Work, Shifts, and Overtime

A question has been raised concerning the proper payment of overtime for time worked prior to the start of the regular work day on Monday, and the applicability of the language in Article XIII Section 1, to a four-ten (4×10) work schedule.

This issue was addressed at the December 18, 2002 meeting of the Hanford Administrative Committee and the following interpretation was provided.

All hours worked prior to the start of the regularly scheduled shift on Monday is considered Sunday and shall be paid twice the basic straight time hourly wage rate. This interpretation is based on the work day being defined as the twenty-four (24) hour period which begins with the starting time of the regular scheduled shift on Monday and continuing for twenty-four (24) hour periods each day there after.

0 () 3

This interpretation shall take effect January 1, 2003.

echtel National Inc

Fluor Daniel North West

William P. Kaczorowski

Administrator, HSSA

CHARLES W. JONES, 1st Vice President FARL J. KRUSE, 2nd Vice President RANK HANLEY, 3rd Vice President JOHN J. DOUGHERTY, 4th Vice President MARTIN J. MADDALONI, 5th Vice President MICHAEL J. SULLIVAN, 6th Vice President



JAMES P. HOFFA, 7th Vice President
JOHN J. FLYNN, 8th Vice President
TERENCE M. O'SULLIVAN, 9th Vice President
DANA A. BRIGHAM, 10th Vice President
EDWIN D. HILL, 11th Vice President
JOSEPH J. HUNT, 12th Vice President
JAMES A. GROGAN, 13th Vice President
JAMES A. WILLIAMS, 14th Vice President
DOUGLAS J. McCARRON, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation Bulletin 2

Reference: Inter

Interpretation of Article XV

Subject:

Wage Scales, Fringe Benefits, and Dues Check Offs

A question has been raised concerning the applicability of wage premiums or special wage rates for pre-certified welders or other special skills.

In addition, the issue was raised concerning the applicability of increased contributions to training or apprentice funds when pre-employment training is required, which is covered by the training addendum.

The committee reaffirmed its position that Article XV Section 1.A, states in part 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".

Therefore, based on the contract language wage rates or wage premiums or additional training fund contributions based on pre-certified welder requirements or pre-employment training covered by the training addendum are not applicable.

Beentel National, Inc.

Fluor Daniel North West

William P. Kaczorowski Administrator, HSSA

CHARLES W. JONES, 1st Vice President FARL J. KRUSE, 2nd Vice President RANK HANLEY, 3rd Vice President JOHN J. DOUGHERTY, 4th Vice President MARTIN J. MADDALONI, 5th Vice President MICHAEL J. SULLIVAN, 6th Vice President



JAMES P. HOFFA, 7th Vice President JOHN J. FLYNN, 8th Vice President TERENCE M. O'SULLIVAN, 9th Vice President DANA A. BRIGHAM, 10th Vice President EDWIN D. HILL, 11th Vice President JOSEPH J. HUNT, 12th Vice President JAMES A. GROGAN, 13th Vice President JAMES A. WILLIAMS, 14th Vice President DOUGLAS J. McCARRON, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation Bulletin 3

Reference: Interpretation of Article XX

Subject: General Working Conditions

A question has been raised concerning Bechtel National's requirement that employees badge in, don the appropriate construction attire, and report to their place of work as designated by the Employer at the start of shift.

The committee reaffirmed its position that Article XX General Working Conditions Section 4, states in part that "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".

Therefore, the committee agrees that the craft are expected to travel in prior to the start of shift, don proper construction attire, and report to the location designated by the employer at the start of the shift. In addition, the committee expects the craft to be given an equitable amount of time at the end of the shift to exit the work area.

®€\$\$3

Bechtel National, Inc.

Fluor Daniel North West

William P. Kaczorowski William P. Kaczorowski Administrator, HSSA

CHARLES W. JONES, 1st Vice President FARL J. KRUSE, 2nd Vice President RANK HANLEY, 3rd Vice President JOHN J. DOUGHERTY, 4th Vice President MARTIN J. MADDALONI, 5th Vice President MICHAEL J. SULLIVAN, 6th Vice President



JAMES P. HOFFA, 7th Vice President JOHN J. FLYNN, 8th Vice President TERENCE M. O'SULLIVAN, 9th Vice President DANA A. BRIGHAM, 10th Vice President EDWIN D. HILL, 11th Vice President JOSEPH J. HUNT, 12th Vice President JAMES A. GROGAN, 13th Vice President JAMES A. WILLIAMS, 14th Vice President DOUGLAS J. McCARRON, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation Bulletin 4

Reference: Interpretation of Article XX

Subject:

General Working Conditions

A question has been raised concerning the length and location of breaks. Bechtel National has agreed to two (2), ten minute breaks each work day. These breaks are to be taken at the employee's place of work as time permits.

The committee agreed that this issue is addressed by Article XX Section 9, which states that "There will be no rest period, organized coffee breaks, or other non-working time established during work hours".

In addition, the committee reaffirmed that Bechtel National's proposal for breaks had been previously addressed and accepted by the committee. The expectation is that Bechtel National would make reasonable accommodations to facilitate those breaks during inclement weather.

0 3

Bechtel National, Inc.

Fluor Daniel North West

William P. Kaczorowski

Administrator, HSSA

CHARLES W. JONES, 1st Vice President ¬ARL J. KRUSE, 2nd Vice President ANK HANLEY, 3rd Vice President JOHN J. DOUGHERTY, 4th Vice President MARTIN J. MADDALONI, 5th Vice President MICHAEL J. SULLIVAN, 6th Vice President



JAMES P. HOFFA, 7th Vice President JOHN J. FLYNN, 8th Vice President TERENCE M. O'SULLIVAN, 9th Vice President DANA A. BRIGHAM, 10th Vice President EDWIN D. HILL, 11th Vice President JOSEPH J. HUNT, 12th Vice President JAMES A. GROGAN, 13th Vice President JAMES A. WILLIAMS, 14th Vice President DOUGLAS J. McCARRON, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation Bulletin 5

Reference: Interpretation of Article XIII

Subject: Hours of Work, Shifts, and Overtime

A question has been raised concerning the issue, that Article XIII Section 2, addresses the lunch break during a regular eight hour shift, but does not address overtime and additional meal breaks for a four (4) day, ten (10) hour work week.

The committee reaffirmed its position that the spirit and intent of the HSSA was to provide some flexibility concerning overtime and lunch breaks.

Therefore, the following proposal is accepted by the committee and will be applicable to a four (4) day, ten (10) hour per day work schedule.

Scheduled Overtime

In case of scheduled overtime, the employee will be responsible for supplying his own meals. Scheduled overtime is overtime that is established prior to the end of an employee's previous shift.

Unscheduled Overtime

In case of unscheduled overtime, the employees will be provided with a hot meal by the employer at no cost to the employee. Unscheduled overtime is overtime scheduled after the beginning of an employee's regularly scheduled shift. Any employee entitled to an overtime meal when said meal is not provided will receive an additional one half (1/2) hour at the applicable overtime rate.

Overtime at the End of a Regularly Scheduled Shift

When an employee is required to work more than one hour past their regularly scheduled shift, they will be entitled to an additional meal break.



When this occurs, the employee will either be given sufficient time to eat and will return to work without loss of pay and would be compensated for the actual time worked, or should the employee continue to work until the end of the shift without sufficient time to eat, they would be compensated for actual time worked plus an additional one half (1/2) hour at the applicable overtime rate.

Overtime Prior to a Regularly Scheduled Shift

When an employee is required to report to work more than one hour prior to the beginning of a regularly scheduled shift, they shall be entitled to an additional meal break no longer than five hours from the start of work.

This additional meal break will be in addition to the regular scheduled meal break.

Overtime Meal Break

An overtime meal break shall be defined as a paid break allowing sufficient time to eat a lunch.

Employees Who Report for Work One Hour or Less, or Work One Hour or Less Past the Regularly Scheduled Shift

These employees will take lunch at the regularly scheduled time and will be compensated at the applicable overtime rate for all time worked before and after the regularly scheduled shift.

This interpretation shall take effect January 1, 2003.

Administrator, HSSA



Sean McGarvey President

Brandon W. Bishop Secretary Treosurer

> Newton B Jones Boilermakers

Frank J. Christensen Elevator Constructors

James T. Callahan Operating Engineers

Eric M. Dean

Mark McManus UA

Timothy J. Driscoll BAC

James Williams Jr. Painters and Albed Trades

> James A. Hadel Roofers

Sean M. O'Brien Teomsters

Terry M. Larkin Insulators

Kenneth W. Cooper

Kevin D. Sexton Plasterers' and Centent Masons'

Brent D. Booker

Michael Coleman SMART

Hanford Site Stabilization Agreement Bulletin 5 Clarification Language

Overtime Prior to a Regulary Scheduled Shift Bulletin #5

When an employee is required to report to work more than one hour prior to the beginning of a regularly scheduled shift, they shall be entitled to an additional meal break no longer than five (5) hours from the start of the work.

The employee will be entitled to this additional meal break, which is in addition to the regular scheduled meal break, only if the employee is required to work until the end of the designated shift, which includes the time worked prior to the start of the designated shift (more than 11 hours). This provision shall only be applicable for scheduled overtime prior to the designated start of shift as dictated in Article XIII, Section 6, Ten-hour shifts.

<u>6/22/23</u>

Lorry Brown, Waste Treatment Completion Company

Victor Serna, Central Plateau Completion Company

Scott Sheets, Washington River Protection Solutions

Mary Morphy, Hanford Mission Integration Solutions

Ben Harlaw, Hanford Laboratory Management and Integration

FRANK HANLEY, 1st Vice President JOHN J. DOUGHERTY, 2nd Vice President MARTIN J. MADDALONI, 3rd Vice President IICHAEL J. SULLIVAN, 4th Vice President JAMES P. HOFFA, 5th Vice President JOHN J. FLYNN, 6th Vice President



TERENCE M. O'SULLIVAN, 7th Vice President DANA A. BRIGHAM, 8th Vice President EDWIN D. HILL, 9th Vice President JOSEPH J. HUNT, 10th Vice President JAMES A. GROGAN, 11th Vice President JAMES A. WILLIAMS, 12th Vice President DOUGLAS J. McCARRON, 13th Vice President JOHN C. MARTINI, 14th Vice President NEWTON B. JONES, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 6

Reference:

Interpretation of Article XIII, Hours of Work, Shifts, and Overtime, Section 6, B

Subject:

Make Up Day Provision

A question has been raised concerning the utilization of the make up day provision contained in Article XIII, Section 6, B.

This issue was addressed at the July 21, 2004, meeting of the Hanford Administrative Committee and the following interpretation was provided.

When contractors utilize the make up day provision contained in Article XIII, Section 6, B, the following conditions will apply:

- The contractor may shut down the affected work prior to the end of the two hours allotted for reporting pay. This may not include shutting down work where essential personnel are required to secure the affected work.
- The contractor will schedule Friday as a full shift and schedule the employees affected by the work that was shut down.
- All hours worked in excess of 10 hours per day and/or 40 hours per week will be paid at the applicable overtime rate.

The Committee reaffirmed its position that 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.

Terry T. George

Bechtel National, Inc.

William P. Kaczorowsk

Administrator, HSSA

Frank Blowe

Flour Hanford, Inc.

FRANK HANLEY, 1st Vice President JOHN J. DOUGHERTY, 2nd Vice President 'ARTIN J. MADDALON!, 3rd Vice President CHAEL J. SULLIVAN, 4th Vice President JAMES P. HOFFA, 5th Vice President JOHN J. FLYNN, 6th Vice President



TERENCE M. O'SULLIVAN, 7th Vice President DANA A. BRIGHAM, 8th Vice President EDWIN D. HILL, 9th Vice President JOSEPH J. HUNT, 10th Vice President JAMES A. GROGAN, 11th Vice President JAMES A. WILLIAMS, 12th Vice President DOUGLAS J. McCARRON, 13th Vice President JOHN C. MARTINI, 14th Vice President NEWTON B. JONES, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 7

Reference:

Interpretation of Article XIII, Hours of Work, Shifts, and Overtime, Section 6, B

Subject:

Hours of Work, Shifts and Overtime

A question has been raised concerning the established workweek under the 4 x10 work schedule and the proper payment of wages for hours worked by second shift employees prior to the established second shift on Monday.

This issue was addressed by the Committee at the July 21, 2004, meeting of the Hanford Administrative Committee and the following interpretation was provided.

The Committee reaffirmed its position that when the option for a 4 x 10 hour shift is utilized, the work week shall begin with the established starting time for the day shift on Monday.

The workweek shall be Monday through Thursday with each workday being defined as the (24) twenty-four hour period, which begins with the established starting time of the day shift on Monday.

Therefore, all hours worked by second shift employees prior to the start of the established second shift on Monday shall be paid at the rate of time and one half the basic straight time hourly rate.

Terry T. George

Bechtel National, Inc.

William P. Kaczorowski

Administrator, HSSA

Frank Blowe

Flour Hanford, Inc.

JOHN J. DOUGHERTY, 1st Vice President MICHAEL J. SULLIVAN, 2nd Vice President JAMES P. HOFFA, 3rd Vice President JOHN J. FLYNN, 4th Vice President TERENCE M. O'SULLIVAN, 5th Vice President DANA A. BRIGHAM, 6th Vice President



EDWIN D. HILL, 7th Vice President
JOSEPH J. HUNT, 8th Vice President
JAMES A. GROGAN, 9th Vice President
JAMES A. WILLIAMS, 10th Vice President
DOUGLAS J. McCARRON, 11th Vice President
JOHN C. MARTINI, 12th Vice President
NEWTON B. JONES, 13th Vice President
WILLIAM P. HITE, 14th Vice President
VINCENT J. GIBLIN, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 8

Reference:

Interpretation of Article XIII, Hours of Work, Shifts, and Overtime

Subject:

Hours of Work, Shifts and Overtime

A question has been raised concerning the issue, that Article XIII Section 2, addresses the lunch break during a regular shift, but does not address overtime and additional meal breaks for a five (5) day, eight (8) hour per day work schedule.

The committee reaffirmed its position that the spirit and intent of the HSSA was to provide some flexibility concerning overtime and lunch/meal breaks.

Therefore the following interpretation by the committee will be applicable for overtime and additional lunch/meal breaks for a five (5) day, eight (8) hour per day work schedule.

Scheduled Overtime

In the case of scheduled overtime, the employee will be responsible for supplying his or her own meals. Scheduled overtime is overtime that is established prior to the end of an employee's previous shift.

Unscheduled Overtime

In the case of unscheduled overtime, the employees will be provided with a hot meal by the employer at no cost to the employee. Unscheduled overtime is overtime scheduled after the beginning of an employee's regularly scheduled shift. Any employee entitled to an overtime meal when said meal is not provided will receive and additional one half (1/2) hour pay at the applicable overtime rate.

Overtime Meal/Lunch Break

An overtime meal break shall be defined as a paid break allowing sufficient time to eat a lunch/meal.



Overtime Worked at the End of a Regularly Scheduled Shift

When an employee is required to work more than two (2) hours past their regularly scheduled shift, they will be entitled to an additional meal/lunch break. When this occurs the employee will either be given sufficient time to eat and will return to work without loss of pay and would be compensated for actual time worked, or should they continue to work until the end of the shift without sufficient time to eat, they would be compensated for actual time worked plus an additional one half (1/2) hour at the applicable overtime rate.

Overtime Prior to a Regularly Scheduled Shift

When an employee is required to report to work more than two (2) hours prior to the beginning of a regularly scheduled shift, they shall be entitled to an additional meal/lunch break no longer than five (5) hours from the time they started work.

This overtime meal break shall be in addition to the regularly scheduled meal break.

Employees who report to work two) hours or less, or who work two) hours or less past their regularly scheduled shift are not entitled to an additional meal/lunch break and will take lunch at the regularly scheduled time and will be compensated at the applicable rate for all time worked before or after their regularly scheduled shift.

This interpretation shall take effect on August 1, 2005

Bechter National, Inc.

William P. Kaczorowski/ Administrator, HSSA

Fluor



Sean McGarvey President

Brandon W. Bishop Secretary-Treasurer

> Newton B. Jones Boilermakers

Frank J. Christensen Elevotor Constructors

James T. Callahan Operating Engineers

> Eric M. Dean Ironworkers

Mark McManus 11A

Timothy J. Driscoll BAC

James Williams Jr. Painters and Allied Trades

> James A. Hadel Roofers

Sean M. O'Brien Teamsters

Terry M. Larkin Insulators

Kenneth W. Cooper

Kevin D. Sexton Plasterers' and Cement Masons'

Brent D. Booker

Michael Coleman SMART

Hanford Site Stabilization Agreement Bulletin 8 Clarification Language

Overtime Prior to a Regulary Scheduled Shift Bulletin #8

When an employee is required to report to work more than two (2) hours prior to the beginning of a regularly scheduled shift, they shall be entitled to an additional meal/lunch break no longer than five (5) hours from the time they started work.

The employee will be entitled to this additional meal break, which is in addition to the regular scheduled meal break, only if the employee is required to work until the end of the designated shift, which includes the time worked prior to the start of the designated shift (more than 10 hours). This provision shall only be applicable for scheduled overtime prior to the designated start of shift as dictated in Article XIII, Section 1, Eight-hour shifts.

Brandon Bishop, NABTU

Larry Brown, Waste Treatment Completion Company

Victor Serna, Central Plateau Completion Company

SoutSheets 6/14/2

Scott Sheets, Washington River Protection Solutions

Mary Murphy, Hanford Mission Integration Solutions

Ben Harigw, Hanford Laboratory Management and Integration

JOHN J. DOUGHERTY, 1st Vice President MICHAEL J. SULLIVAN, 2nd Vice President JAMES P. HOFFA, 3rd Vice President JOHN J. FLYNN, 4th Vice President TERENCE M. O'SULLIVAN, 5th Vice President DANA A. BRIGHAM, 6th Vice President



EDWIN D. HILL, 7th Vice President
JOSEPH J. HUNT, 8th Vice President
JAMES A. GROGAN, 9th Vice President
JAMES A. WILLIAMS, 10th Vice President
DOUGLAS J. McCARRON, 11th Vice President
JOHN C. MARTINI, 12th Vice President
NEWTON B. JONES, 13th Vice President
WILLIAM P. HITE, 14th Vice President
VINCENT J. GIBLIN, 15th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 9

Reference:

Interpretation of Article X Subcontracting

Subject:

Subcontracting

A question has been raised concerning the applicability of Article X, Subcontracting, Sections 1 & 2 under the HSSA agreement as it applies to employers who conduct business as "Owner Operators".

The committee reaffirmed its position that Article X, Section 2, States that, A signatory Employer shall not subcontract or otherwise transfer in whole or part any construction work covered by this agreement to be done at the site of construction, alteration, painting, or repair of building, structure, or other work unless the person, firm, corporation or other business entity is signatory to this agreement.

Therefore, the committee agrees that, should any Employer signatory to the Hanford Site Stabilization Agreement subcontract or transfer any part of the work covered by the Agreement to another entity they would be required to sign and adhere to the terms and conditions of the agreement. This would include any entity operating as an "Owner Operators".

In addition, it would be the responsibility of the Employer subcontracting or transferring the work to assure that the entity receiving the work became signatory to the agreement.

Sury & Beorge 8/33/05 Bechto National, Inc.

William P. Kaczorowsk Administrator, HSSA

Frank Blur 9-105



EDWARD C. SULLIVAN, President SEAN McGARVEY, Secretary-Treasurer

MICHAEL J. SULLIVAN, 1st Vice President JOHN J. FLYNN, 2nd Vice President DANA A. BRIGHAM, 3rd Vice President EDWIN D. HILL, 4th Vice President



JOSEPH J. HUNT, 5th Vice President JAMES A. GROGAN, 6th Vice President JAMES A. WILLIAMS, 7th Vice President NEWTON B. JONES, 8th Vice President WILLIAM P. HITE, 9th Vice President KINSEY M. ROBINSON, 10th Vice President PATRICK D. FINLEY, 11th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 10

Reference:

Interpretation of Article XXI Safety and Health

Subject:

Implementation of DOE 10 CFR 851 Worker Safety and Health Program

A question has been raised concerning the applicability of Article XXI Safety and Health under the HSSA agreement as it applies to the implementation of DOE 10 CFR Part 851 Worker Safety and Health Program.

The committee affirmed its position that Article XXI Safety and Health, Section 1, states, "Employers are responsible to comply with all applicable laws, ordinances and regulations relating to safety and heath." In addition Section 2, states, "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"

Therefore, the committee agrees that all signatory Employers are required to implement DOE 10 CFR Part 851 including the required medical evaluations, and that it applies to all employees covered by the HSSA under Article XXI Safety and Health.

In addition, Employers are required to compensate employees for time spent completing any medical evaluations required by DOE 10 CFR Part 851, and in the event any disputes arise concerning this issue they will be addressed in accordance with Article XXIV Grievance Procedure of the Agreement.

Bechtel Mational, Inc.

Washington Closure Hanford

Fluor Hanford, Inc.

William P. Kaczorowsk Administrator, HSSA MARK H. AYERS, President SEAN McGARVEY, Secretary-Treasurer

MICHAEL J. SULLIVAN, 1st Vice President JOHN J. FLYNN, 2nd Vice President DANA A. BRIGHAM, 3rd Vice President EDWIN D. HILL, 4th Vice President



JOSEPH J. HUNT, 5th Vice President JAMES A. GROGAN, 6th Vice President JAMES A. WILLIAMS, 7th Vice President NEWTON B. JONES, 8th Vice President WILLIAM P. HITE, 9th Vice President KINSEY M. ROBINSON, 10th Vice President PATRICK D. FINLEY, 11th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 11

Reference: Interpretation of Article XV Wage Scales, Fringe Benefits, and Dues Check Offs

Subject: Pension Fund Contribution Changes under the Pension Protection Act of 2006

A question has been raised concerning the applicability Article XV Wage Scales, Fringe Benefits, and Dues Check Offs under the HSSA agreement as it applies to changes adopted by the parties to a local collective bargaining agreement to as part of a rehabilitation plan under the Pension Protection Act of 2006.

The committee affirmed its position that Article XV Wage Scales, Fringe Benefits, and Dues Check Offs, Section 2, A, states in part that "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 hereto."

Therefore, it is the interpretation of the committee that where a contribution schedule is adopted by the parties to a local agreement in order to implement a rehabilitation plan under the Pension Protection Act of 2006, that such schedule becomes the applicable schedule for payment of contributions by employers signatory to the Hanford Site Stabilization Agreement.

Becnter National Inc.

Washington Closure Hanford

Flour Hanford Inc.

William P. Kaczorowski

Administrator, HSSA

3/20/08

3/20/D8

3-75-08 (date)

3//7/08 (date) MARK H. AYERS, President SEAN McGARVEY, Secretary-Treasurer

MICHAEL J. SULLIVAN, 1st Vice President JOHN J. FLYNN, 2nd Vice President DANA A. BRIGHAM, 3rd Vice President EDWIN D. HILL, 4th Vice President JOSEPH J. HUNT, 5th Vice President



JAMES A. GROGAN, 6th Vice President
JAMES A. WILLIAMS, 7th Vice President
NEWTON B. JONES, 8th Vice President
WILLIAM P. HITE, 9th Vice President
KINSEY M. ROBINSON, 10th Vice President
PATRICK D. FINLEY, 11th Vice President
JAMES P. HOFFA, 12th Vice President
TERENCE M. O'SULLIVAN, 13th Vice President

Building and Construction Trades Department

AMERICAN FEDERATION OF LABOR—CONGRESS OF INDUSTRIAL ORGANIZATIONS 815 SIXTEENTH ST., N.W., SUITE 600 • WASHINGTON, D.C. 20006-4104

(202) 347-1461

www.BCTD.org

FAX (202) 628-0724

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 12

Reference: Interpretation of Article XVII, Payment of Wages- Checking In & Out

A question has been raised as to the interpretation of Sections 1,2 and 3 of Article XVII, Payment of Wages – Checking In & Out, when an increase is due under a local collective bargaining agreement that may be due under the HSSA, but has not yet been approved or implemented.

The Committee has reviewed and interpreted these provisions as follows:

Article XVII, Section 2. The committee agrees that there is a defined process in place at the Hanford Reservation that requires review by the signatory contractors of any increases in wages and fringes and final approval from the Department of Energy (DOE) prior to being implemented. An employer would be in compliance with the requirements contained in this section as long as employees receive their weekly pay or who are discharged or laid off are paid in full in accordance with the approved and published Appendix-A on the date of termination of employment.

Article XVII, Section 3. The committee agrees that prior to implementing a new Appendix A, regardless of the due date that the unions must provide the proper documentation, the signatory contractors must review any changes, which may include review and approval from the Hanford Administrative Committee, and the changes must be approved by the DOE and published. Therefore, no penalty or addition compensation is due during the review or approval process regardless of the waiting time. It is the expectation of the committee that when new Appendix-A's are approved and published that employers implement the adjusted rates in a timely manner to avoid the payment of a penalty.

Terry T. George, Bechtel National, Inc.

William P. Kaczorowski, Administrator, HSSA

oseph P. Pizzarella, Bechtel National, Inc.

Frank A. Blowe, Fluor Hanford, Inc.

U. 00 1 1 1 1 2

Gerald R. Saskowsky, Washington Closure Hanford ALC

Victor Serna, Washington River Protection Solutions, LLC



Building and Construction Trades

www.BuildingTrades.org

SEAN MCGARVEY President

BRENT BOOKER Secretary-Treasurer

NEWTON B. JONES 1 st Vice President

WILLIAM P. HITE 2nd Vice President

KINSEY M. ROBINSON 3rd Vice President

PATRICK D. FINLEY 4th Vice President

JAMES P. HOFFA 5th Vice President

TERRY O'SULLIVAN 6th Vice President

JAMES BOLAND
7th Vice President

FRANK J. CHRISTENSEN 8th Vice President

KENNETH E. RIGMAIDEN 9th Vice President

JAMES T. CALLAHAN 10th Vice President

JOSEPH SELLERS, JR. 11th Vice President

LONNIE R. STEPHENSON 12th Vice President

ERIC M. DEAN 13th Vice President

JAMES P. McCOURT 14th Vice President



Value on Display. Every Day.

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 12 - Clarification

Reference:

Interpretation of Article XVII, Payment of Wages - Checking In & Out

A question has been raised as to the interpretation of Sections 1, 2, and 3, of Article XVII, Payment of Wages - Checking In & Out, when an increase is due under a local collective bargaining agreement that may be due under the HSSA, but has not yet been approved or implemented.

The committee has reviewed and interpreted these provisions as follows:

Article XVII. Section 2, The committee agrees that there is a defined process in place at the Hanford Reservation that requires review by the signatory contractors of any increases in wages and fringes and final approval from the Department of Energy (DOE) prior to being implemented. An employer would be in compliance with the requirements contained in this section as long as employees receive their weekly pay or who are discharged or laid off are paid in full in accordance with the approved Appendix A.

Article XVII. Section 3, The committee agrees that prior to implementing a new Appendix A, regardless of the due date that the unions must provide the proper documentation, the signatory contractors must review any changes, which may include review and approval from the Hanford Administrative Committee, and the changes must be approved by the DOE and published. Therefore, no penalty or addition compensation is due during the review or approval process regardless of the waiting time. It is the expectation of the committee that when new Appendix - A's are approved and published that employers implement the adjusted rates in a timely manner to avoid the payment of a penalty.

Larry Brown, Waste Treatment Completion Co.

Rhonda Connolly, CH2M Hill Plateau Remediation Co.

Dominic Sansotta, WA River Protection Solutions

William P. Kaczorowski, Administrator, HSSA

Todd Beyers, Mission Support Alliance

Victor Serna, Waste Treatment Completion Co.

Building and Construction Trades

www.BuildingTrades.org

SEAN MCGARVEY
President

BRENT BOOKER Secretary-Treasurer

NEWTON B. JONES 1st Vice President

WILLIAM P. HITE 2nd Vice President

KINSEY M. ROBINSON 3rd Vice President

PATRICK D. FINLEY 4th Vice President

JAMES P. HOFFA 5th Vice President

TERRY O'SULLIVAN
6th Vice President

JAMES BOLAND
7th Vice President

FRANK J. CHRISTENSEN 8th Vice President

KENNETH E. RIGMAIDEN 9th Vice President

JAMES T. CALLAHAN 10th Vice President

JOSEPH SELLERS, JR. 11th Vice President

LONNIE R. STEPHENSON 12th Vice President

ERIC M. DEAN 13th Vice President

JAMES P. McCOURT 14th Vice President



Value on Display. Every Day.

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 13

Reference:

Interpretation of Article XIII, Hours of Work, Shifts, and Overtime Section 6, B

Subject:

Make up Day Provision

A question has been raised concerning the utilization of the make-up day provision contained in Article XIII, Section 6, B.

This issue was addressed at the July 21, 2004, meeting of the Hanford Administrative Committee and the following interpretation was provided:

When contractors utilize the make-up day provision contained in Article XIII, Section 6, B, the following conditions will apply:

- The contractor may shut down the affected work prior to the end of the two hours allotted for reporting pay, <u>but work must not exceed the two hour period</u>. (Amended 12/16/2015) This may not include shutting down work where essential personnel are required to secure the affected work.
- The contractor will schedule Friday as a full shift and schedule the employees affected by the work that was shut down.
- All hours worked in excess of 10 hours per day and/or 40 hours per week will be paid at the applicable overtime rate.

The committee reaffirmed its position that 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 makeup day at the straight time rate.

Joseph Johnson

Bechtel National, Inc.

Victor Serna AECOM-URS

Todd Beyers

Mission Support Alliance

Brent Booker

North America's Building Trades Unions

Paul Brenberger

Washington Closure Hanford

Clayton Plemmons

Washington River Protection Solutions



Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Sean McGarvey

Bulletin 14

Brent Booker

Reference:

Interpretation of Article XVI

Newton B. Jones

Subject:

Travel Pay

Kinsey M. Robinson

James P. Hoffa

Terry O'Sullivan

James Boland

Frank Christensen

Kenneth E. Rigmaiden

James T. Callahan

Joseph Sellers, Jr.

Lonnie Stephenson

Eric M. Dean

James P. McCourt

Daniel E. Stepano

Mark McManus

A question has been raised concerning the applicability of Travel Pay when employees ride to the Hanford Site in company vehicles.

This Committee has reviewed and interpreted these provisions as follows:

- Travel pay will be paid in accordance to Appendix "A" Travel Pay schedule, when an employee drives their own vehicle to the jobsite.
- If an employee is required to report to the shop, office or designated area and drives/rides in a company vehicle, then the employee will be paid in accordance to applicable Appendix "A" Wages and Fringes rates and hourly pay rate will be paid from portal to portal, and travel pay will not be owed.
- If an employee is issued a company vehicle that they drive to and from home, then travel pay shall not be applicable and no payment is owed.
- If an employee voluntarily elects to ride in a company vehicle, then travel pay shall not be applicable and no payment is owed. If this provision is selected employee will provide a written release choosing this option.

Victor Serna

Waste Treatment Completion Co.

Dominic Sansotta

Washington River Protections Solutions

Todd Bevers

Mission Support Alliance

Brent Booker

North America's Building Trades Unions

William Kaczorowski

North America's Building Trades Unions

Rhonda Connolly

CH2M Hill Plateau Remediation Co.





North America's Building Trades Unions

Hanford Site Stabilization Agreement Joint Labor/Management Interpretation **Bulletin 14 Clarification**

In 2018 the HSSA Administrative Committee made an interpretation on travel pay provisions and

Sean McGarvey

President

Brent Booker Secretary Treasurer Subject:

Bulletin 14 Effective Date

Newton B. Jones

Boilermakers

It was brought to the committee's attention that Bulletin 14 does not list an effective date.

Kinsey M. Robinson Roofers

> James P. Hoffa Teamsters

published the decision on Bulleting 14. Subsequently, when Bulletin 14 was issued the effective date was inadvertently not listed.

Terry O'Sullivan

LIUNA

James Boland

Bricklayers and Allied Craftworkers

Frank Christensen Elevator Constructors

Kenneth E. Rigmaiden Painters and Allied Trades

> James T. Callahan Operating Engineers

Joseph Sellers, Jr. SMART

Lonnie Stephenson **IBEW**

> Eric M. Dean Ironworkers

James P. McCourt Insulators

Daniel E. Stepano Plasterers' and Cement Masons'

Mark McManus

The intent of this Clarification is to establish the following:

- Effective date of Bulletin 14 is recognized as September 6, 2017.
- All provisions listed in Bulletin 14 remain in effect with no changes or modifications.

DATE: August 20, 2018

Victor Serna

Waste Treatment Completion Co.

Brent Booker

North America's Building Trades Unions

Dominic Sansotta

Washington River Protections Solutions

North America's Building Trades Unions

Todd Beyers

Mission Support Alliance

Rhonda Connolly

CH2M Hill Plateau Remediation Co.

Value on Display. EVERY DAY.

nabtu.org | 202.347.1461 | 815 16th Street, NW, Suite 600 | Washington, DC 20006