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Hanford Site Stabilization Agreement Joint Labor/Management Interpretation Bulletin 1

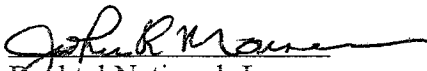
Reference: Interpretation of Article XIII
Subject: Hours of Work, Shifts, and Overtime

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 x 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.

This interpretation shall take effect January 1, 2003.


Bechtel National, Inc.


Fluor Daniel North West


William P. Kaczorowski
Administrator, HSSA

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Hanford Site Stabilization Agreement Joint Labor/Management Interpretation Bulletin 2

Reference: 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.


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Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 3


Reference: Interpretation of Article XX

Subject: General Working Conditions

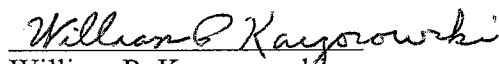
A question has been raised concerning Bechtel National's requirement that employees badge in, don the appropriate construction attire, and report to their place of work as designated by the Employer at the start of shift.

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.


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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.

Bechtel National, Inc.

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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.

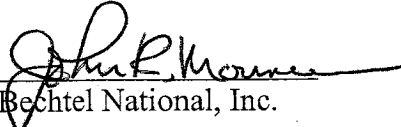
Overtime Meal Break

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

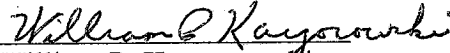
Employees Who Report for Work One Hour or Less, or Work One Hour or Less Past the Regularly Scheduled Shift

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.


Bechtel National, Inc.


Fluor Daniel North West


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Administrator, HSSA

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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. Kaczorowski
Administrator, HSSA

Frank Blowe
Flour Hanford, Inc.

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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 x 10 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.

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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

Jerry J. George 8/23/05
Bechtel National, Inc.

William P. Kaczorowski
William P. Kaczorowski
Administrator, HSSA

Frank Blum 9-1-05
Fluor

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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".

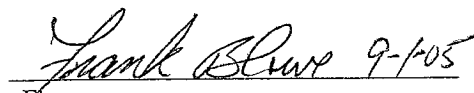
The committee reaffirmed its position that Article X, Section 2, States that, A signatory Employer shall not subcontract or otherwise transfer in whole or part any construction work covered by this agreement to be done at the site of construction, alteration, painting, or repair of building, structure,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


Bechtel National, Inc.


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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.

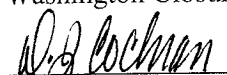
The committee affirmed its position that Article XXI Safety and Health, Section 1, states, "Employers are responsible to comply with all applicable laws, ordinances and regulations relating to safety and health." In addition Section 2, states, "The employees covered by the terms of this agreement shall 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.

 5/16/2007
Bechtel National, Inc.

 5/16/07
Washington Closure Hanford

 5/16/07
Fluor Hanford, Inc.


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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.


Bechtel National Inc.

3/20/08
(date)


Washington Closure Hanford

3/20/08
(date)


Flour Hanford Inc.
Flour

3-25-08
(date)


William P. Kaczorowski
Administrator, HSSA

3/17/08
(date)

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Building and Construction Trades Department

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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.

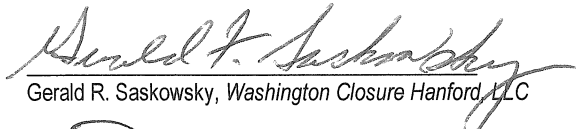
Article XVII, Section 3. The committee agrees that prior to implementing a new Appendix A, regardless of the due date that the unions must provide the proper documentation, the signatory contractors must review any changes, which may include review and approval from the Hanford Administrative Committee, 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


Joseph P. Pizzarella, Bechtel National, Inc.


Frank A. Blowe, Fluor Hanford, Inc.


Gerald R. Saskowsky, Washington Closure Hanford, LLC


Victor Serna, Washington River Protection Solutions, LLC

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12th Vice President

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14th Vice President



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.


William P. Kaczorowski, Administrator, HSSA


Rhonda Connolly, CH2M Hill
Plateau Remediation Co.


Todd Beyers, Mission Support Alliance


Dominic Sansotta, WA River Protection Solutions


Victor Serna, Waste Treatment Completion Co.

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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, **but work must not exceed the two hour period. (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.

Brent Booker
North America's Building Trades Unions

Victor Serna
AECOM-URS

Paul Brenberger
Washington Closure Hanford

Todd Beyers
Mission Support Alliance

Clayton Plemmons
Washington River Protection Solutions



Hanford Site Stabilization Agreement Joint Labor/Management Interpretation

Bulletin 14

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SMART

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Eric M. Dean
Ironworkers

James P. McCourt
Insulators

Daniel E. Stepano
Plasterers' and Cement Masons'

Mark McManus
UA

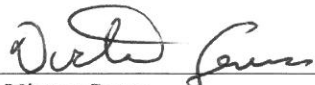
Reference: Interpretation of Article XVI

Subject: Travel Pay

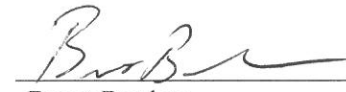
A question has been raised concerning the applicability of Travel Pay when employees ride to the Hanford Site in company vehicles.

This Committee has reviewed and interpreted these provisions as follows:

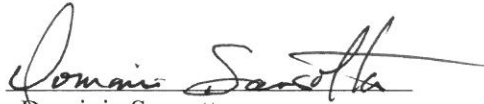
- Travel pay will be paid in accordance to Appendix "A" Travel Pay schedule, when an employee drives their own vehicle to the jobsite.
- If an employee is required to report to the shop, office or designated area and drives/rides in a company vehicle, then the employee will be paid in accordance to applicable 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

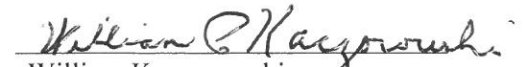
Waste Treatment Completion Co.


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

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Plasterers' and
Cement Masons'

Mark McManus
UA

Subject: Bulletin 14 Effective Date

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

In 2018 the HSSA Administrative Committee made an interpretation on travel pay provisions and published the decision on Bulletin 14. Subsequently, when Bulletin 14 was issued the effective date was inadvertently not listed.

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
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