

RIVER PROTECTION PROJECT WASTE TREATMENT PLANT (RPP-WTP)
ADDENDUMS TO THE HANFORD SITE STABILIZATION AGREEMENT

I. SCOPE

- A. Six (6) Hanford Site Stabilization Agreement (HSSA) Addendums have been developed for the River Protection Project Waste Treatment Plant (RPP-WTP) project. They apply for the duration of the RPP-WTP construction, and where a conflict exists between the six (6) Addendums and the HSSA, the Addendums shall govern. The Addendums cover only: I Scope; II Training; III Sharing for Success; IV No Work Stoppage; V National Alliance; and VI Offsite Fabrication. They do not cover any other terms of employment contained in the HSSA, such as wages, fringes or hours of work.
- B. For purposes of the RPP project, Department of Energy, Richland Operations Office (DOE-RL) is the Owner, and Bechtel Construction Company (BCC) and its subcontractors are the Employer.
- C. Any disagreements over the interpretation or applicability of these Addendums shall be resolved in accordance with Article XXIV Grievance Procedure, HSSA.
- D. The Addendums may be opened at any time for additions or modifications by mutual consent of the parties.

II. RPP-WTP TRAINING PROGRAM

A. Where requested, the Unions agree to refer applicants with the qualifications described below. Specific qualifications for the RPP-WTP project include:

- **All Crafts**
 - Smart Mark OSHA 10 hour training provided by the Building and Construction Trades Department, AFL-CIO, the Central Washington Building and Construction Trades Council, and the respective Unions.

- **Boilermaker, Electrician, Ironworker, Pipefitter and Sheet Metal Worker**
 - Boilermaker Common Arc Welder training, incorporating RPP-WTP specifications.
 - Electrician Welder Certification training, incorporating RPP-WTP specifications.
 - Ironworker Welder Certification training, incorporating RPP-WTP specifications.
 - UA Welder Certification Program, incorporating RPP-WTP specifications.
 - Sheet Metal Worker Welder Certification training, incorporating RPP-WTP specifications.

- **Carpenters**
 - Scaffold Certification.
 - Carpenter and Millwright Welder Certification, incorporating RPP-WTP specifications.

- **Laborers**
 - OSHA recognized 40 hour Hazardous Waste Operations and Emergency Response Training (HAZWOPER)

- **Operating Engineers**
 - Crane operator certifications.
 - OSHA recognized 40 hour Hazardous Waste Operations and Emergency Response Training (HAZWOPER)

- **Others (TBD)**

B. The Employer and the Unions will agree on how the RPP-WTP project will benefit from the respective apprenticeship and training contributions the Employer will make during the construction of the RPP-WTP project.

C. A joint labor-management training committee will be established to monitor and administer the overall effectiveness of the RPP-WTP training program. Specific procedures to accomplish this objective will be developed.

III. RPP-WTP SHARING FOR SUCCESS PROGRAM

- A. A RPP-WTP sharing for success incentive program will be developed around core ingredients:
- Achieving predetermined milestones
 - Exceeding productivity levels contained in the Bechtel bid.
 - Attendance
 - Safety Performance
- B. Earned payments will be dispersed at intervals throughout construction.
- C. A portion of the earned incentive will be held in escrow until project completion provided employees are not terminated for cause and remain eligible for escrowed funds.
- D. A joint labor-management committee will be established to monitor and administer the RPP-WTP sharing for success program, and ensure the program complies with federal law.

IV. NO WORK STOPPAGE

- A. There shall be no strikes, picketing, work stoppages, slowdowns, hand billing or other disruptive activity by the Union or any employee affecting the project site during the term of these Addendums. Any Union or local Union which initiates or participates in a work stoppage in violation of this Addendum, or which recognizes or supports the work stoppage of another Union which is in violation of this Addendum, agrees as a remedy for said violation, to pay liquidated damages in accordance with B8 below.
- B. In lieu of, or in addition to, any other action at law or equity, any party may institute the following procedure when a breach of this Addendum is alleged, after the Union(s) has been notified of the fact.
1. The party invoking this procedure shall notify _____, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the Arbitrator shall be by the most expedition means available, with notice by telegram or any other effective written means, to the party alleged to be in violation and the involved International Union President and/or local Union.
 2. Upon receipt of said notice the Arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists.

3. The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
4. The sole issue at the hearing shall be whether or not a violation of this Addendum has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Addendum, and such Award shall be served on all parties by hand, telegram or fax.
5. The Arbitrator's Award may be enforced by any court of competent jurisdiction upon the filing of this Addendum and all other relevant documents referred to herein above in the following manner. Telegraphic or fax notice of the filing of such enforcement proceedings shall be given to all parties. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award, all parties waive the right to a hearing and agree that such proceedings may be exparte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.
6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which

interfere with compliance therewith are hereby waived.

7. The fees and expenses of the Arbitrator shall be paid by the party or parties found in violation of this Addendum, or in the event no violation is found, such fees and expenses shall be borne by the invoking party.
8. If the Arbitrator determines that a work stoppage has occurred in accordance with this Addendum, the Union(s) shall, within eight (8) hours of receipt of the Award, direct all of the employees they represent on the project to immediately return to work. If the employees do not return to work by the beginning of the next regularly scheduled shift following receipt of the Arbitrator's Award, and the Union(s) and/or its applicable local Union have not complied with the Addendum, then the Union and/or the local Union shall pay the sum of ten thousand dollars (\$10,000.00) as liquidated damages to DOE-RL, and shall pay an additional ten thousand dollars (\$10,000.00) per shift for each shift thereafter on which the employees have not returned to work. The Arbitrator shall retain jurisdiction to determine compliance with this Addendum.
9. The procedures contained in this Addendum shall be applicable to alleged violations of this Addendum. Disputes alleging violation of any other provision of the HSSA, including any underlying disputes alleged to be in justification, explanation or mitigation of any violation of this Addendum shall be resolved under the grievance adjudication procedures contained in the HSSA.

V. NATIONAL ALLIANCE

It is understood the National Alliance between Bechtel Construction Company and the Building and Construction Trades Department, AFL-CIO, and the signatory National Unions, will apply on the RPP-WTP project.

VI. OFFSITE FABRICATION

A. Offsite Fabrication by the Owner

1. Designated manufactured equipment and products may be supplied by the owner, DOE-RL. These designated items are not subject to the terms of the HSSA.
2. The designated items maybe preassembled, test run and shipped to DOE-RL from manufacturer(s).
3. Designated equipment and products may require direct supervision and/or installation by vendors and/or DOE-RL representatives.

B. Offsite Fabrication by the Employer

1. A facility will be established by Bechtel in the Richland area for purposes of fabricating skid mounted units, components, and miscellaneous items for the RPP-WTP project.
2. Bechtel subcontractors may also establish offsite facilities for prefabrication designated components and products.
3. Conditions of employment for bargaining unit craft employees at the offsite fabrication facilities in the Richland area will be governed by the HSSA, and the RPP-WTP Addendums.

C. Interconnecting Work

1. On-site installation of interconnecting piping, electrical and duct on owner furnished equipment, or components and skid mounted units fabricated in B1, and 2 above, will be done under the terms of the HSSA.

These Addendums shall be effective as of the 1st day of September, 1999 and shall continue until the completion of Construction on the RPP-WTP project.

IN WITNESS WHEREOF, the parties hereto have executed these Addendums this 1st day of September, 1999.

Kenneth M. Adams
Bechtel Construction Company

Robert A. Kozminski
Building and Construction Trades Department,
AFL-CIO

John R. Mourgan
Bechtel Construction Company

William E. Karpowicki
Building and Construction Trades Department,
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William E. Karpowicki
International Association of Heat and Frost
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International Association of the United States
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[Signature]
International Brotherhood of Boilermakers, Iron
Ship Builders, Blacksmiths, Forgers and
Helpers

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Robert J. [Signature]
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Matteo Maddaloni
United Association of Journeymen and
Apprentices of the Plumbing and Pipe Fitting
Industry of the United States and Canada

Arthur A. Coia
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James P. Hoffa
International Brotherhood of Teamsters

Sean J. Haney
International Union of Operating Engineers

John J. Flynn
International Union of Bricklayers and Allied
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