

INEEL SITE STABILIZATION AGREEMENT

**DEPARTMENT OF ENERGY
IDAHO NATIONAL ENGINEERING and
ENVIRONMENTAL LABORATORY
IDAHO FALLS, IDAHO**

First Edition
November 1, 1984

Second Edition
October 1, 1991

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 "INEEL Site Stabilization Agreement," applicable to the portions of the Idaho National Engineering and Environmental Laboratory administered by the Idaho Operations Office of the United States Department of Energy, has been executed by Morrison-Knudsen Co., Inc., Catalytic, Inc. and other construction companies performing work at INEEL and the Building and Construction Trades Department of the AFL-CIO, the International Unions affiliated therewith, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

WHEREAS, the Department of Energy has concluded that adherence to certain conditions of employment set forth in the afore-mentioned 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 Idaho Operations Office (DOE-ID) administered areas at the Idaho National Engineering and Environmental Laboratory of the Department of Energy, will promote stability, efficiency, and economy of performance of contracts and subcontracts which directly affect the national defense; 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. I, and by reference made a part of this Determination.

Therefore, pursuant to authority of Public Law 85-804 vested in the Secretary of the U.S. Department of Energy, by Executive Order 10789, as amended, it is determined necessary in order to facilitate the national defense to include a clause in all DOE-ID administered contracts, and subcontracts thereunder, and amendments and modifications thereof, which are made subject to the Davis-Bacon Act at the Idaho National Engineering and Environmental Laboratory, requiring that such contractors and subcontractors shall adhere to certain conditions of employment as set forth in the contract clause attached hereto as Amendment I.

The Manager, Idaho Operations Office, 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 INEEL Site Stabilization Agreement, including its Appendices A, may be modified from time to time.

s/Donald Paul Hodel
Secretary of Energy

January 16, 1985
Date

Department of Energy
Pittsburgh Naval Reactors Office
P.O. Box 109
West Mifflin, Pennsylvania 15122

April 19, 1985

MEMORANDUM FOR Troy E. Wade II, Manager
 Idaho Operations Office

SUBJECT: INEEL Site Stabilization Agreement

Construction work at the Idaho National Engineering and Environmental Laboratory (INEEL) covered by the Davis-Bacon Act is now subject to the INEEL Site Stabilization Agreement which was recently negotiated between contractors and labor unions performing such work. The Pittsburgh Naval Reactors Office (PNR) understands Donald P. Hodel, former Secretary of Energy, made a determination under Public Law 85-804 that this agreement will be incorporated into contracts and subcontracts for construction work at the site.

This is to confirm that PNR subscribes to the applicability of the INEEL Site Stabilization Agreement to all construction contracts for work at the Naval Reactors Facility on the INEEL that are administered by PNR or its management contractor, Westinghouse Electric Corporation, and that these construction contracts should contain the clause incorporating the agreement.

If you concur in this position, please indicate by signing below.

s/ C.K. Gaddis
Manager

Concurrence:

s/ Troy E. Wade II
Manager
Idaho Operations Office

ATTACHMENT I

PROVISIONS FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS ADMINISTERED BY THE IDAHO OPERATIONS OFFICE OF THE UNITED STATES DEPARTMENT OF ENERGY WHICH ARE SUBJECT TO THE DAVIS-BACON ACT AND PERFORMED AT THE IDAHO NATIONAL ENGINEERING and ENVIRONMENTAL LABORATORY

- (a) The INEEL Site Stabilization Agreement, which is referenced in this Attachment I and attached hereto, consists of a Basic Agreement dated November 1, 1984 signed by Morrison-Knudsen Co., Inc., Catalytic, Inc., and other construction companies performing work at INEEL, and the Building and Construction Trades Department of the AFL-CIO; the International Unions affiliated therewith; 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 administered by the Idaho Operations Office of the U.S. DOE (DOE-ID) which are subject to the Davis Bacon Act, in the classifications set forth in the Agreement for work performed at the Idaho National Engineering and Environmental Laboratory (INEEL),
- (c) Contractors and Subcontractors at all tiers who are parties to agreement(s) for construction work performed at the INEEL, or who are parties to a national labor agreement for such construction work, shall become signatory to the Agreement and shall abide by all of its provisions, including its Appendices A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or Subcontractor shall become signatory to the Agreement and shall abide by all its provisions, including its Appendices A.
- (d) Contractors and Subcontractors at all tiers who are not signatory to the 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 Appendices A to the Agreement and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
 - (1) Article VIII Equal Employment Opportunities
 - (2) Article X Nonsignatory Contractor Requirements
 - (3) Article XI Coordinator
 - (4) Article XVI General Work Rules
 - (5) Article XVII Hours of Work
 - (6) Article XVIII Application of Appendix A
 - (7) Article XXII Standing Board of Adjustment
 - (8) Appendix A Wage Rates
 - (9) Appendix C Employee Notification

- (e) The Contractor agrees that contributions in connection with this contract to Industry Promotion Funds, or similar funds, will not be allowable costs under this contract.
- (f) The obligation of the Contractor and his 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 regulations in implementation thereof (29 CFR, Parts 1, 5)/
- (g) The Contracting Officer may, from time to time, direct the contractor to pay the amounts for wages, fringe benefits, and other employee compensation as the INEEL Site Stabilization Agreement, including its Appendices 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 his 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 right 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 his bid or proposal records showing rates and amounts used for computing wages and other compensation, and his payroll and personnel records during the course of work subject to this Attachment I, and 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 the 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 this Attachment I, including this paragraph (k), in all subcontracts for the performance of work subject to the Davis-Bacon Act at the Idaho Operations Office administered portions of the INEEL.

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THIS AGREEMENT is made and entered into this 19th day of June, 1984, by and between the Contractors and Subcontractors signatory to this AGREEMENT, hereinafter referred to as "EMPLOYERS," performing construction work (determined to be covered by the Davis-Bacon Act by the OWNER), and the Building and Construction Trades Department of the AFL-CIO, the Idaho Building and Construction Trades Council and the International Unions affiliated therewith signatory hereto, the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and the signatory local unions, hereinafter collectively called "UNIONS".

ARTICLE I
BARGAINING AGENT

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.

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.

ARTICLE II
PREAMBLE

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 higher 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 the INEEL mission 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, vested in the Secretary of the Department of Energy by Executive Order 10789, to facilitate such national defense and national interest to include a clause in OWNER contracts and subcontracts thereunder and 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 to pay the money provisions of this AGREEMENT.

This AGREEMENT is to aid in the elimination of construction delays attributed to labor-management issues, and increasing the opportunity for more effective planning of work operations by contractors. the AGREEMENT is uniquely a full and complete SITE STABILIZATION AGREEMENT that does not depend on other collective bargaining agreements in the construction industry whether local, regional or national in scope except as defined herein. The parties agree to abide by the terms and conditions of employment set forth in this AGREEMENT and to resolve any questions or any dispute in accordance with the procedures specified in this AGREEMENT without, strike, lockout or other interruption of work operations. Additional contractors or association of contractors may become parties to this AGREEMENT for all construction work encompassed by this AGREEMENT.

ARTICLE III **TERRITORY**

This AGREEMENT shall cover all OWNER contracts or subcontracts for the performance of construction work at the actual site of construction within the geographic confines of the Idaho National Engineering and Environmental Laboratory.

ARTICLE IV **OWNER**

The OWNER, for the purpose of the AGREEMENT, shall be the U.S. Department of Energy (DOE), or successor agency.

ARTICLE V **SCOPE OF AGREEMENT**

The terms of this AGREEMENT shall not apply to work of the EMPLOYER being performed under the terms of the National Tank Manufacturers' Agreement, the Stack Agreement, or the Cooling Tower Agreement. In the event of a conflict between any provisions of this AGREEMENT and those existing in any other national or local agreements, the terms of this AGREEMENT will be applied and shall prevail.

The deliveries of equipment, apparatus, machinery and construction material to the site of construction shall not be within the scope of this AGREEMENT until such equipment, apparatus, machinery and construction material is placed in the possession and control of an EMPLOYER bound by the terms of this AGREEMENT.

The handling of construction materials at the railhead and to the project shall be the work of the appropriate craft. Providing, however, that nothing herein shall limit the use of common carriers for the handling, transporting and warehousing of the OWNER'S materials and equipment.

The handling of excess construction materials at the jobsite and to the OWNER'S designated storage point shall be the work of the appropriate craft.

ARTICLE VI
MANAGEMENT RIGHTS
(Footnote #20)

The EMPLOYER retains full and exclusive authority for the management of his operations. Except as expressly limited by other provisions of this AGREEMENT, the EMPLOYER may direct his working forces at his sole prerogative, including hiring or termination for just cause, of his EMPLOYEES. No rules, customs, or practices shall be permitted or observed which limit or restrict production or limit or restrict the joint or individual working efforts of EMPLOYEES. The EMPLOYER may utilize any methods or techniques of construction, and there shall be no limitations or restrictions on the use of machinery, pre-cast materials, equipment, tools or other labor-saving devices, nor shall there be any limitations upon choice of materials equipment or design. The EMPLOYER shall assign and schedule work and shall determine when overtime will be worked and may require reasonable overtime. The EMPLOYER has the right to establish and enforce reasonable work rules for the job and to refuse to rehire anyone terminated for cause. The EMPLOYER shall retain all existing rights of management and all rights conferred on it by law. EMPLOYERS shall therefore have no restrictions, except those specifically provided for in this AGREEMENT.

ARTICLE VII
NO STRIKES - NO LOCKOUTS

The UNIONS, the EMPLOYERS, and the EMPLOYEES, individually, realize the importance to all parties of the uninterrupted performance of the work within the TERRITORY.

The EMPLOYEES will not strike, engage in any picketing, sympathy strikes, sit-downs, stand-ins, slowdowns, wobbles, walk-offs, mass resignations, or other refusals to work, and will refuse to honor any picket line established by anyone, whether parties to this AGREEMENT or otherwise, and will not make any attempt of any kind to dissuade others from making deliveries to, or performing services for, or otherwise doing business within the TERRITORY.

The UNIONS will not encourage, or condone any picketing, strikes, sympathy strikes, sit-downs, stand-ins, slowdowns, wobbles, walk-offs, mass resignations, or other refusals to work of any kind, or attempts to dissuade others from making deliveries to the TERRITORY, from performing services for, or otherwise doing business within the TERRITORY, and if such prohibited activities occur, the UNIONS will take all reasonable and necessary actions to end such prohibited activities.

There shall be no lockout by the EMPLOYER, however, in the event of a strike over local or area contract negotiations, it will not be considered a violation of this AGREEMENT for the EMPLOYER(S) to stop work covered by this AGREEMENT for the duration of a strike, or from shutting down all or part of the work within the TERRITORY in such event provided notification is given to the appropriate UNION(S) a minimum of five (5) working days prior to taking such action. In addition, in the event of a strike over local or area contract negotiations, it will not be

considered a violation of this AGREEMENT for the UNION(S) to refuse to furnish men to the EMPLOYER(S) for the duration of the strike provided notification is given to the appropriate EMPLOYER(S) a minimum of five (5) working days prior to taking such action, and provided the UNION(S) agree not to picket within the TERRITORY or otherwise attempt to dissuade others from the performance of work on the Project, or from making deliveries thereto, or from performing services or otherwise doing business within the TERRITORY. Such notification may be given a minimum of five (5) working days prior to the expiration of the local or area agreement.

Any EMPLOYEE who participates in or encourages any activities which interfere with the normal operations within the TERRITORY shall be subject to injunctive action and disciplinary action including discharge. The UNION shall not be liable for acts of EMPLOYEES for which it has no responsibility.

The UNIONS further agree that if any UNION or any other persons, whether parties to this AGREEMENT or otherwise, engage in any picketing or work stoppage, the UNIONS shall consider such work stoppage or picketing to be illegal, and will refuse to honor such picket line or work stoppage. The UNION agrees that it will not permit or condone any sympathy strike by its members for any reasons.

No provisions in any existing or future local or area collective bargaining agreement shall be deemed to limit or restrict the EMPLOYER'S right to fully pursue any and all remedies available under law in the event of a violation of this Article.

In lieu of or in addition to any other action, any signatory party to this AGREEMENT may initiate Grievance Procedure Step 3 when a breach of this Article is alleged.

ARTICLE VIII **EQUAL EMPLOYMENT OPPORTUNITY**

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to age, race, creed, color, sex or national origin; further, equal employment opportunity shall be given to Vietnam era veterans and handicapped persons. This commitment shall be applicable to all matters relating to hiring, training, promotion, transfer, or termination of EMPLOYEES. Furthermore, the parties agree to cooperate to the fullest extent to achieve the intent and purposes of Title VII, Civil Rights Act of 1964 as amended, and Executive Order 11246 or such laws or executive orders as may supersede them.

ARTICLE IX **SIGNATORY CONTRACTOR REQUIREMENTS**

(Footnote #31)

Any contractor or his subcontractor at any tier who is a party to agreements for construction work with Local Union(s) having jurisdiction over the type of work being contracted under this

AGREEMENT, or 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. Provision 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, provided that this SITE STABILIZATION AGREEMENT shall apply within the TERRITORY only.

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 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 within the TERRITORY by signing the EMPLOYER'S Signature Sheet provided for this purpose and delivering a copy thereof to the COORDINATOR and to the appropriate UNIONS prior to his commencement of any work within the TERRITORY.

The UNIONS agree that the provisions, conditions and benefits hereof shall be extended to all EMPLOYERS and subcontractors at any tier insofar as work within the TERRITORY is concerned, provided only that such contractors or subcontractors shall become signatory to this AGREEMENT.

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 another EMPLOYER, subcontractor, or UNION. Any alleged breach of another 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. The liability of the separate UNIONS, EMPLOYERS and subcontractors under this AGREEMENT shall be several and not joint.

ARTICLE X

NON-SIGNATORY CONTRACTOR REQUIREMENTS

Nothing in this AGREEMENT shall be construed to limit the OWNER'S right to make selection for purposes of awarding construction contracts or material purchase orders within the TERRITORY, 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 non-signatory subcontractors shall not be obligated to become signatory to this AGREEMENT.

Nothing herein shall be construed to limit the right of the UNIONS 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 the requirements for signatory contractors.

It is acknowledged, however, that the OWNER shall make provisions in contracts which are subject to the Davis-Bacon Act within the TERRITORY, to pay to or for the account of their EMPLOYEES in the classifications set forth, not less than the wages and other compensation including, but not limited to, fringe benefits, overtime premiums, and per diem as provided by this AGREEMENT, and the Appendix A of 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) 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 Contracting Officer of the OWNER shall, from time to time, direct all contractors and subcontractors on the work subject to the Davis-Bacon Act within the TERRITORY, to pay amounts for wages and other compensation as this AGREEMENT may be modified from time to time.

ARTICLE XI
COORDINATOR
(Footnote #1; #18)

Duties of the COORDINATOR shall include acting as a neutral party in providing advice and assistance to the UNIONS, EMPLOYERS, the Grievance Board of Adjustment, the Standing Board of Adjustment and the Executive Committee.

ARTICLE XII
SUBCONTRACTING

A subcontractor is any person, firm or corporation or other business entity 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 any other work.

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.

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

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

ARTICLE XIII
RECOGNITION

This AGREEMENT shall govern the employment of workmen who are employed on the project by any signatory employer within the recognized historical and traditional craft jurisdiction of the signatory UNIONS, as the same is defined by the Building and Construction Trades Department AFL-CIO as of the date of this AGREEMENT.

Signatory EMPLOYERS hereby recognize the UNIONS as the sole and exclusive bargaining agents for workmen so employed, subject however to such exclusions as may be incorporated in local area bargaining contracts of the respective Unions within the boundaries of the Idaho Building Trades Council.

It is understood that this AGREEMENT does not cover:

Executives
Professional Engineers and their Helpers (Subject to Appendix A)
Superintendents
Assistant Superintendents
Inspectors
Time Keepers
Messengers
Clerical Workers
Any EMPLOYEES of any EMPLOYER above the position of General Foreman

This AGREEMENT shall apply only to construction craftsmen represented by any UNION signatory hereto and shall not apply to other field personnel or to non-manual employees.

This AGREEMENT recognizes that where a legitimate manufacturer's warranty is involved, the UNION(S) agree to work under the direction of a manufacturer's representative unless expressly prohibited by the manufacturer's published standards.

Testing or inspection of equipment, apparatus or systems of the OWNER shall be considered covered by this AGREEMENT. After such OWNER'S acceptance of and physical possession of such equipment, apparatus, system, facility or component, it shall not be considered work covered by this AGREEMENT. However, any deficiencies found during or after SO testing shall be performed under the terms of this AGREEMENT.

ARTICLE XIV
HIRING PROCEDURES

(Footnote #13; #14; #36)

Any EMPLOYER signatory hereto agrees to be bound by the hiring procedures of the local unions signatory hereto, not inconsistent with the terms of this AGREEMENT. Applicants referred to a job shall report to the EMPLOYER'S office established for that job. It is understood that employment begins and ends at the jobsite, except for the initial security check-in.

The EMPLOYER shall not pay for time spent preparing necessary forms to obtain a security clearance. However, a reasonable time will be allowed for each employee for initial security check-in at time of initial hire or re-hire.

The UNIONS agree to furnish at all times to the EMPLOYER qualified journeymen and apprentices in a sufficient number, as determined by the EMPLOYER, per the ratios defined in the appropriate Appendix A's as may be necessary under the terms specified in this AGREEMENT. If, upon request, the UNION is unable, within forty-eight (48) hours (Saturday, Sunday and Holidays excluded), to supply workmen, including workmen with special skills or qualifications, the EMPLOYER may secure workmen from any other source.

The EMPLOYER shall have the right to reject any applicant for just cause referred by the UNION.

ARTICLE XV
UNION SECURITY
(Footnote #25; #31)

All EMPLOYEES covered by this AGREEMENT and coming under the jurisdiction of the UNIONS, as set forth in the Recognition Clause, Article XIII, 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 this AGREEMENT is interpreted to mean the payment or tender of initiation fees and 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 UNION dues as are required for good standing membership, the EMPLOYER will, upon written request from the UNION, terminate the EMPLOYEE immediately, unless it interferes with the contractor's efficiency of operation, but no later than the end of the shift. Such written request from the UNION shall certify the delinquency, one copy to be mailed or delivered to the project superintendent of the EMPLOYER, one copy to the delinquent EMPLOYEE, and the third copy to the COORDINATOR.

The EMPLOYER will notify the UNION as soon as possible, as well as the COORDINATOR, of the date of hire of any newly employed EMPLOYEES covered by this AGREEMENT who were not referred by the UNION.

ARTICLE XVI
GENERAL WORK RULES
(Footnote #7; #17)

1. There shall be no limit on production by EMPLOYEES, including working foremen, nor restrictions on the full use of tools or equipment. EMPLOYEES using tools shall perform any of the work of the trade and shall work under the direction of the foremen. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

2. Slowdowns, standby crews and make work practices shall not be tolerated. There will be no standby crews or EMPLOYEES for standby purposes.
3. The welding equipment and chain falls are tools of the trade having jurisdiction over the work being performed. EMPLOYEES using these tools shall perform any of the work of their trade.
4. 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 which 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. Upon request of the UNION, the steward shall be included in overtime crews if qualified.
5. All foremen will remain with their crews and supervise them in the performance of their assigned duties. Foremen will not absent themselves from the area where their crews are working unless their presence is required elsewhere. (7)
6. Any EMPLOYEE who reports for work under the influence of alcoholic beverages or drugs, or who drinks alcoholic beverages or uses illicit drugs on the work site or who reports to the work site with alcoholic beverages or non-prescribed drugs or firearms in his possession, shall be subject to immediate termination.
7. Any EMPLOYEE who willfully damages the work of any other EMPLOYEE, or any material, equipment, tools, apparatus, or machinery shall be subject to immediate termination.
8. The second time an EMPLOYEE fails to give timely notice of absence on a job he may be terminated as a quit. Chronic absenteeism or tardiness will be cause for discharge.
9. Local practices not a part of this AGREEMENT shall not be recognized.
10. There shall be no tenure. Continuing employment is contingent upon the skill, productivity and qualification of the EMPLOYEE. (17)
11. The UNION will not impose conditions which require the EMPLOYER(S) to employ more EMPLOYEES that the EMPLOYER(S) deem necessary to perform the work.
12. The selection of foremen and general foremen, including the number of and type required, shall be entirely the responsibility of the EMPLOYER, it being understood that the selection of such foremen and general foremen shall be limited to individuals hired through the hiring procedure. Foremen and general foremen shall take orders from individuals designated by the EMPLOYER.(7)
Nothing contained herein shall be construed to limit the EMPLOYER'S rights established in Appendix A relative to the selection, call and hiring of foremen and general foremen.

13. The parties reaffirm their policy of a fair day's work for a fair day's pay. Any violation of the 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. Special considerations may be given to unusual conditions. The EMPLOYER agrees to provide adequate time at the end of each shift for picking up tools.
14. There will be no organized break or rest period during working hours for any EMPLOYEES covered by this AGREEMENT. However, EMPLOYEES will be permitted to have a personal thermos bottle of coffee to be consumed during scheduled working hours, not to exceed ten (10) minutes per four (4) hour shift, at the designated work place, unless prohibited by safety, health and security conditions. Violation or abuse of this provision shall be cause for discharge.
15. Adequate facilities will be provided for EMPLOYEES in which to dry their clothes and to eat their lunches. These facilities shall be adequately heated and ventilated and shall not be used for storing supplies, tools or equipment to the extent that the facilities are rendered unsuitable for the intended use.
16. No premium pay, other than overtime, will be recognized under this AGREEMENT.
17. Upon initial employment a list of any EMPLOYEE'S personal tools will be furnished to the EMPLOYER. Such list will be verified by the EMPLOYER'S representative by inventorying said tools. This list shall be updated upon the EMPLOYEE adding to or subtracting from his personal tools on the job and be verified by EMPLOYER'S representative. Upon termination from the job, the tool list shall be verified by EMPLOYEE and EMPLOYER representative.
18. 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.
19. Tool boxes, lunch boxes, vehicles, and other personal property may be subject to periodic unannounced inspection while within the TERRITORY.
20. A pay day shall be established once a week with no more than three (3) days held back.
21. The EMPLOYER agrees to deduct - upon receipt of a voluntary written authorization - funds from the earnings of each EMPLOYEE, only as provided for in Appendix A. Such amount shall be certified to the EMPLOYER by the Local Union upon request by the EMPLOYER.

ARTICLE XVII
HOURS OF WORK

(Footnote #12; #16; #19; #21; #22; #23; #27; #30; #32; #37)

1. **Normal Work Day**

The normal work day shall be eight (8) hours and the normal work week shall be forty (40) hours, Monday through Friday, provided however that nothing herein shall be construed as guaranteeing any EMPLOYEE eight (8) hours of work per day or forty (40) hours per week. A single shift shall consist of eight (8) hours of continuous employment, except for unpaid lunch period, between the hours of 7:00 a.m. and 6:00 p.m.

2. **Shift Work**

Shifts may be established when considered necessary by the EMPLOYER.

a. Shift hours will be as follows:

The first shift (day shift) - Eight (8) hours pay for eight (8) hours work, plus unpaid lunch period. The first shift shall be worked between the hours of 7:00 a.m. and 6:00 p.m.

The second shift (swing shift) - Eight (8) hours pay for seven and one-half (7-1/2) hours work, plus unpaid lunch period. The second shift shall be worked between the hours of 4:00 p.m. and 2:00 a.m.

The third shift (graveyard shift) - Eight (8) hours pay for seven (7) hours work, plus unpaid lunch period. The third shift shall be worked between the hours of 11:00 p.m. and 9:00 a.m.

b. Shifts shall be established and continue for a minimum of five (5) consecutive work days or applicable overtime rate will be paid. If Saturday and/or Sunday are worked, they shall be included in the five (5) day minimum period.

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

d. Overtime rates shall be applicable to shift differential.

The EMPLOYER shall have the right to establish a shift or shifts consisting of ten (10) hours of work, exclusive of a non-paid lunch period per day. The first eight (8) hours of work on these shifts shall be paid for at the basic straight time hourly wage rate. The last two (2) hours of work up to ten (10) hours of work, shall be one and one-half (1-1/2) times the basic straight time hourly wage rate.

Fringe benefit payments shall be paid only on the basis of compensable hours except where this is in violation of the applicable trust agreement, in which case the provisions of the trust agreement will prevail.

Saturdays - The first ten (10) hours of work performed on Saturday shall be paid at the rate of one and one-half (1-1/2) times 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.

Sundays and Holidays - Work performed on Sundays or on holidays as designated in Article XVII, Section 6, shall be paid at the rate of double the straight time hourly wage rate.

3. **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 the "B" team continues the work activities for 4 consecutive 10 hour days. On the ninth day the "A" team returns to work to continue the 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 will 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 nonpaid lunch period.

On "A" and "B" team operation, the first eight (8) hours shall be paid at the straight time rate. The ninth (9th) and tenth (10th) hours shall be paid at one and one-half (1-1/2) times the straight time rate. After ten (10) hours, the rate shall be two (2) times 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 7:00 a.m. and 6:00 p.m., 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 eight (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 one-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.

4. **Lunch Period**

The EMPLOYER shall schedule individual lunch period, to commence within one-half (1/2) hour before the mid-point or within one-half (1/2) hour after the mid-point of the shift, of not less than thirty (30) minutes but not to exceed one (1) hour based on an eight (8) hour shift.

When, at the EMPLOYER'S direction, an EMPLOYEE works through the lunch period, that EMPLOYEE shall be paid at the overtime rate for such period, and allowed reasonable time for eating his lunch later, not to exceed thirty (30) minutes, without any loss of time resulting.

5. **Overtime**

The first two (2) hours performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours on Saturday shall be paid at one and one-half (1-1/2) times the straight time rate. All worked performed on Sundays and Holidays and in excess of ten (10) hours a day shall be paid two (2) times the straight time hourly rate. This applies to the normal work day as set out in Sections 1 and 2 above.

There shall be no duplication or pyramiding of overtime.

6. **Holidays**

Unpaid holidays recognized under this AGREEMENT shall be as follows:

New Year's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
The Friday after Thanksgiving Day and
Christmas Day

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 24-hour period commencing with the start 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.

7. **Emergency**

It will not be a violation of this AGREEMENT when the EMPLOYER or OWNER considers it necessary to shut down the project because of an emergency situation that could endanger life, safety or property. In such cases, EMPLOYEES will be compensated only for actual time worked. In the case or situation of an emergency as defined herein whereby the EMPLOYER requests EMPLOYEES to remain at the job site, the EMPLOYEES will be compensated for such time at the applicable rate of pay as provided herein.

8. **Per Diem Pay**

Under the terms of this AGREEMENT, no subsistence, pay for travel time, mileage, or zone rates will be paid to any EMPLOYEE. However, because the TERRITORY is located in a remote location and a considerable distance from populated areas, the EMPLOYER agrees to pay each EMPLOYEE sixteen dollars (\$16.00) per diem payment for each day worked. The per diem payment shall be reviewed by the Executive Committee every two years on the anniversary date of this AGREEMENT.

The per diem payment will be paid in its entirety if the EMPLOYEE is sent home for reason other than termination for just cause. If the EMPLOYEE leaves the project voluntarily of his own accord, then the per diem shall be prorated on hours worked basis. No per diem payment will be paid if EMPLOYEE travels to and from the TERRITORY in EMPLOYER provided transportation during the designated shift hours.

The OWNER, because of various reasons, may elect to extend to the construction craftsmen transportation privileges provided by the OWNER'S operating contractor. In the event the OWNER designates a project warrants furnished transportation there will be a five dollar (\$5.00) per diem payment made. However, because of time requirements and Health/Safety issues involved in using provided transportation, cafeteria privileges and washroom facilities will also be extended to those construction craftsmen.

9. **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 (2) hours, he shall be paid for two (2) hours at the applicable straight time rate of pay. If, after working two (2) hours, he is prevented from working a full eight (8) 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 (2) hours of a shift, except when he had been notified, at the EMPLOYER'S expense, not to report either by direct contact by the EMPLOYER or through a proper notice, at the time and place determined by the Standing Board of Adjustment. When the proper notice is given and the EMPLOYEE reports, he shall not be entitled to reporting pay. Telephone contact or announcement per Appendix C shall be considered proper notice.

(continued)

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.

ARTICLE XVIII
APPLICATION OF APPENDIX A
(Footnote #2; #4; #28; #34)

Appendix A shall incorporate herein those wage rates, fringe benefits, working conditions (where not in conflict with this AGREEMENT, where expressly approved by the Executive Committee, and published as an attachment hereto), hiring procedure (where not in conflict with this AGREEMENT), Apprentice Ratios and Standards, tool lists and allowable salary deductions of the local area collective bargaining agreements specifically agreed to and contained therein. No other provisions in the local area collective bargaining agreement shall be considered part of this AGREEMENT or binding on the EMPLOYER or UNION within the TERRITORY unless incorporated herein.

The provisions of Appendix A shall be applicable for the duration of said wage rates and fringe benefits in the local area collective bargaining agreements and until the notice hereinafter specified. If during the life of this AGREEMENT changes in the local area collective bargaining agreements are established and agreed upon by the bona fide collective bargaining representative of EMPLOYERS party thereto and the UNION party thereto, to the extent that such provisions fall within the scope of provisions contained in Appendix A of this AGREEMENT, Appendix A shall be automatically modified to incorporate such changes. The UNION involved shall within 30 days notify the COORDINATOR and signatory EMPLOYERS of such changes in writing with specific reference to applicable changes and by attaching a copy of the duly executed local area collective bargaining agreement and a list of EMPLOYERS parties thereto. Such changes shall be effective upon the effective date applicable to the said local area collective bargaining agreement subject to any necessary government approval and proof thereof. Appendix A shall then be modified to reflect such changes.

To the extent that provisions are contained in the main agreement herein rather than Appendix A, such provisions will not be altered by any changes in the local area collective bargaining agreement.

No provisions in the local area collective bargaining agreement shall be incorporated in Appendix A pursuant this Article which discriminates against this site or was negotiated by the parties thereto to have special application to this site.

Industry promotion funds, for the purpose of this AGREEMENT, are not considered an EMPLOYEE fringe benefit.

ARTICLE XIX
UNION REPRESENTATIVES

1. **Union Representative Visit**

Authorized UNION representatives shall have access to jobsites within the TERRITORY during working hours where work covered hereby is being performed provided that such representatives do not unreasonably interfere with the work of the EMPLOYEES. Arrangements for such visitations shall be made through the EMPLOYER and will be performed as expeditiously as possible and will be in keeping with the OWNER'S uniform rules of safety and security.

2. **Stewards**

Each UNION shall have the right to designate a working journeyman as a steward. The UNION shall notify the EMPLOYER in writing of the identity of their designated steward. In addition to his work as an employee, the steward shall have the right to receive, but not to solicit, complaints or grievances, and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. The EMPLOYER will not discriminate against the steward in the proper performance of his union duties. The steward shall not leave his work area without first notifying his appropriate supervisor or foreman as to his intent and the reason thereof, where he can be reached, and the estimated time that he will be gone. Stewards shall not have the right to determine when overtime shall be worked or who shall work overtime. The EMPLOYER shall have the right to implement a system of written accountability of time spent by all stewards in the performance of their duties whenever they deem such action necessary. The presence or absence of the steward shall not affect the work of the craft. The steward, in addition to this work as a journeyman, will be permitted to perform during the work hours such of his normal UNION duties as cannot be performed at other times. The UNION agrees that such duties shall be performed as expeditiously as possible and the EMPLOYER agrees to allow the steward a reasonable amount of time to perform such duties. The steward shall receive his regular craft rate of pay. The steward's duties shall not include any matters relating to any supervisory function over which the EMPLOYER retains sole control. If a steward violates any of the rules of this Article, or fails to work or competently perform work assignments, the EMPLOYER shall have the right to take whatever action deemed appropriate, including termination.

The working steward designated for one EMPLOYER has no authority with regard to the work of another EMPLOYER. If he should become involved in the affairs or disputes of another EMPLOYER, he will be subject to discharge. The EMPLOYER agrees to notify the UNION two (2) working days, confirmed in writing stating the cause, prior to termination of the working steward except for a violation of work rules. The steward shall be the last EMPLOYEE laid off provided he is qualified to perform the remaining work of the EMPLOYER.

ARTICLE XX
GRIEVANCE PROCEDURE

(Footnote #24; #29)

Section 1. A grievance is defined as a dispute regarding the interpretation and application of the provisions of this INEEL Site Stabilization Agreement filed by a UNION or EMPLOYER covered by this AGREEMENT.

Section 2. The COORDINATOR, UNIONS and EMPLOYERS shall attempt to achieve compliance with this AGREEMENT by both UNIONS and EMPLOYERS who are parties hereto.

Section 3. Grievances relating to the acts or failure to act of any particular party shall be filed against that party. There shall be no actual or threatened work stoppage, work interruption, slowdown, featherbedding, sitdown, strike, picketing, handbilling, or public notice of any kind during the entire term of the grievance proceedings.

Section 4. All grievances shall be handled in the following manner, except where an established C.I.R. is provided for in the local agreement in which case those provisions shall apply:

- (a) **Step 1.** A grievance may be filed no later than five (5) working days after the act alleged to constitute a grievance occurred. The grievance must be presented by the UNION or EMPLOYER to the proper EMPLOYER or UNION representative involved as the case may be. If the grievance is not resolved within one (1) working day, the grievance shall be reduced to writing, citing the Article and paragraph of this AGREEMENT which has been allegedly violated. Such written notice shall identify and describe the grievance. It should contain the name of the Grievant, the UNION, and the EMPLOYER; a detailed description of the act, failure to act, or incident alleged to constitute the breach; and a statement of the relief or remedy sought. The Grievance Procedure Form, attached hereto, shall be used to initiate all grievances within the TERRITORY.
- (b) **Step 2.** If the grievance is not settled at Step 1, the written grievance may, no later than five (5) working days after the time limitation set forth above for Step 1, be referred by the Grievant UNION or EMPLOYER involved to the COORDINATOR for discussion and resolution by the COORDINATOR, if possible.
- (c) **Step 3.** If the grievance is not settled at Step 2, the grieving party shall request a Grievance Board of Adjustment review within five (5) working days by delivering written notice to Respondent Party, COORDINATOR, and UNIONS and/or International Unions. Within five (5) working days of such notice, a Grievance Board of Adjustment meeting shall be held and vote taken with respect to the disposition of the grievance.

The Grievance Board shall consist of a total of eleven (11) duly appointed representatives of the following: (1) Five (5) representatives of a signatory local UNION appointed by the UNION (such representatives shall not be a party to the specific dispute); (2) five (5) EMPLOYER representatives signatory to this AGREEMENT appointed by the EMPLOYER (such EMPLOYERS shall not be a party to this dispute); and (3) the COORDINATOR. The COORDINATOR shall be a non-voting member. A quorum shall consist of three (3) or more UNION representatives and three (3) or more EMPLOYER representatives with equal votes. A majority vote will settle the grievance. If not settled in this step then it shall go to Step 4.

When a breach of Article VII is alleged, the Grievance Board of Adjustment meeting shall be held within two (2) working days after notice is received. The sole issue at the hearing shall be whether or not violation of this Article has in fact occurred and the Grievance Board shall have no authority to consider any matter in justification, explanation or mitigation of such violations or to award damages, which issue is reserved for court proceedings, if any. 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 Grievance Board of Adjustment may order cessation of the violation of this Article and other appropriate relief, and such Award shall be served on all parties by hand or registered mail upon issuance.

- (d) **Step 4.** In the event the dispute is not resolved at Step 3 above, either party may serve upon the other and the COORDINATOR written notice by certified mail, within five (5) working days, requesting that the dispute be resolved by arbitration. If such a written notice is served, the parties shall jointly request the Federal Mediation and Conciliation Service to submit the names of five (5) qualified arbitrators, from which list the UNION and the EMPLOYER shall alternately strike names until only one name is left. , which person shall hear and resolve the dispute.

A hearing shall be conducted by the arbitrator, at which time the parties to the dispute shall be given the opportunity to appear and offer evidence in support of their positions. A decision by the arbitrator shall be rendered in writing within a reasonable time, not to exceed ten (10) days after the conclusion of the hearing. The decision by the arbitrator shall be final and binding upon the parties; provided, however, that the arbitrator shall not have the authority to alter or amend the provisions of this AGREEMENT in any way. The reasonable expenses and fees of the arbitrator shall be borne equally by the parties.

Section 5. Decision at any step shall be submitted in writing and shall be final and binding on all parties.

Section 6. The parties to any stage of the grievance procedure shall not have the authority to modify, amend, alter, add to or subtract from any provisions of this AGREEMENT. The Grievance Board of Adjustment and arbitrators shall be limited to the grievances as stated on the Grievance Procedure Form specified in Article XX, Section 4.

Section 7. A grievance shall be considered null and void if not filed and processed by the Grievant in accordance with the time limitations set forth above unless the parties involved agree in writing to extend said time limitations. The Grievance Board of Adjustment and/or arbitrator shall not have the authority to excuse a failure by the Grievant to comply with the time limitations set forth above regardless of the reason given for such failure.

Section 8. Decisions at any step may be enforced by any Court of competent jurisdiction upon filing of this AGREEMENT and all other relevant documents referred herein above in the following manner. Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Grievance Board of Adjustment or arbitrator's decision as issued, all parties waived the right to a hearing and agree that such proceeding may be *ex parte*.

Such agreement does not waive any party's right to participate in a hearing for final order of enforcement. The Court's order or orders enforcing the Grievance Board of Adjustment or arbitrator's decision shall be served on all parties by hand or by delivery to their last known address or by registered mail.

Section 9. Any rights created by statute or law governing arbitration proceedings inconsistent with the procedure or which interfere with compliance therewith, are hereby waived by the parties to whom they accrue.

NOTE: Jurisdictional matters, including assignment and procedure, are **not** subject to the Grievance Procedure of the INEEL Site Stabilization Agreement.

ARTICLE XXI
SAFETY AND HEALTH
(Footnote #35; #38)

Safety standards of the OWNER and all safety policies of the EMPLOYERS must be observed by the EMPLOYEES and the EMPLOYERS on all work covered by this AGREEMENT.

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.

The UNIONS agree that all EMPLOYEES will be required to use all required safety equipment and all required protective clothing. Failure or refusal to use such protective equipment is cause for discharge.

ARTICLE XXII
STANDING BOARD OF ADJUSTMENT

The parties to this AGREEMENT hereby recognize the necessity of cooperation and the elimination of disputes, misunderstandings or unfair practices on the part of any party, and to secure this end it is hereby agreed that a Standing Board of Adjustment shall be established to be composed of the COORDINATOR and representatives of signatory EMPLOYERS at the SITE, and UNIONS party to this AGREEMENT who shall meet not less than once a month. The UNIONS and EMPLOYERS shall at such meetings present facts concerning any alleged violation of any part of this AGREEMENT. They shall also bring up any practice which in their opinion might lead to a misunderstanding or dispute between the Parties.

The Standing Board of Adjustment shall not be used for the purpose of arriving at any agreement to supersede, alter, modify, amend, add to or subtract from this AGREEMENT.

ARTICLE XXIII
EXECUTIVE COMMITTEE
(Footnote #8; #9)

The Executive Committee as provided for herein shall have the authority to change the Per Diem rate stated herein; draft a valid article, clause or provision as provided for in the Savings Clause (Article XXIV); and to make revisions necessary to this AGREEMENT. The Executive Committee shall consist of eleven (11) duly appointed representatives of the following: five (5) representatives of signatory UNIONS appointed by the UNIONS and five (5) representatives appointed by signatory EMPLOYERS, and the non-voting COORDINATOR. Matters before this Committee shall be settled by a quorum of three (3) or more UNION representatives and three (3) or more EMPLOYER representatives, with equal votes. A majority vote will settle any matters before the Executive Committee.

In the event an issue, other than a proposed revision, is not resolved (i.e., tie vote) above, either party may serve upon the other and the COORDINATOR written notice by Certified Mail, within five (5) working days requesting that the dispute be resolved by arbitration. If such a written notice is served the parties shall jointly request the Federal Mediation and Conciliation Service to submit the names of five (5) qualified arbitrators, from which list the UNION and the EMPLOYER shall alternately strike names until only one name is left, which person shall hear and resolve the dispute.

A hearing shall be conducted by the Arbitrator at which time the parties to the dispute shall be given the opportunity to appear and offer evidence in support of their positions. A decision by the arbitrator shall be rendered in writing by a reasonable time, not to exceed ten (10) days after the conclusion of the hearing. The decision of the arbitrator shall be final and binding upon the parties.

The reasonable expenses and fees of the arbitrator shall be borne equally by the parties.

Members of the Executive Committee shall be appointed for a term of one (1) year.

ARTICLE XXIV
SAVINGS CLAUSE

If any article, clause or provision of this AGREEMENT shall be declared invalid, inoperative, or unenforceable by any recognized authority, the EMPLOYER and the UNIONS shall immediately suspend the operation of such article, clause or provision. The Executive Committee will then meet for the purpose of drafting a valid article, clause or provision to fulfill the intent of the parties and to replace the invalid article, clause or provision provided, however, that the remainder of this AGREEMENT shall continue in full force and effect.

ARTICLE XXV
DURATION

(Footnote #26; #26(a); 26(b))

This AGREEMENT shall be effective as of the 1st day of August, 1984, and shall remain in effect until the 31st day of July, 1989, and shall continue from year to year thereafter unless the EMPLOYERS or the UNIONS give written notice to the other of a desire to terminate, amend or change this AGREEMENT. Such written notice must be given not less than sixty (60) days nor more than ninety (90) days prior to July 31st, 1989, or July 31st, of any succeeding year.

This AGREEMENT shall remain in full force and effect for the duration of any job where construction commenced under the terms of this AGREEMENT regardless of the above termination dates.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT this 19th day of June, 1984.

INEEL GRIEVANCE PROCEDURE FORM

AGGRIEVED PARTY: _____

RESPONDENT PARTY: _____

VIOLATION OF: INEEL SITE STABILIZATION AGREEMENT
(CHECK ONE)

INEEL SITE CONSTRUCTION JURISDICTIONAL
PROCEDURAL AGREEMENT

ARTICLE(S): _____ PARAGRAPH(S): _____

VIOLATION DISCOVERED: _____
(DATE) (TIME)

DISCUSSION: _____
(DATE) (TIME)

ITEMS DISCUSSED AND RESULTS:

REASON FOR GRIEVANCE:

ADJUSTMENT REQUESTED:

DATE SUBMITTED: _____ AGGRIEVED PARTY SIGNATURE: _____

DISTRIBUTION (2 COPIES EACH) TO: COORDINATOR AND RESPONDENT

APPENDIX "A"

WORKING CONDITIONS AND WAGE & BENEFIT RATES

**Pages 23 through 44
(Separate Document)**

**To obtain the official Site Stabilization Agreement Craft Labor Rates
(Appendix A), contact the Site Labor Coordinator's office at (208) 524-4404,
fax (208) 522-7492
Monday – Friday 8:00 a.m. – 5:00 p.m.**

**Site Labor Coordinator: James Reed
1424 E. 17th Street
Idaho Falls, Idaho 83404**

APPENDIX B

(Sample)

Alternating 4 - 10 Hour Shifts (Two Shifts)

A & B - Day Shifts	<u>Sun.</u>	<u>Mon.</u>	<u>Tues.</u>	<u>Wed.</u>	<u>Thur.</u>	<u>Fri.</u>	<u>Sat.</u>
1st Shift	A	A	A	A	B	B	B
	1	2	3	4	5	6	7
2nd Shift	C	C	C	C	D	D	D
1st Shift	B	A	A	A	A	B	B
	8	9	10	11	12	13	14
2nd Shift	D	C	C	C	C	D	D
1st Shift	B	B	A	A	A	A	B
	15	16	17	18	19	20	21
2nd Shift	D	D	C	C	C	C	D
1st Shift	B	B	B	A	A	A	A
	22	23	24	25	26	27	28
2nd Shift	D	D	D	C	C	C	C
1st Shift	B	B	B				
	29	30	31				
2nd Shift	D	D	D				

A and B - Day Shifts

C and D - Second Shift

APPENDIX C

It is understood that situations may arise which will require closing down some or all operations within the TERRITORY. An agreement is hereby set forth concerning the obligations of EMPLOYERS and EMPLOYEES under these conditions.

THE EMPLOYER WILL:

1. Make every attempt to notify EMPLOYEES as early as possible of the occurrence of such situations and if the EMPLOYEE will be required to report to work and where they are to report.
2. If notification cannot be made prior to the end of shift for the next day, notification will be made by telephone and fax two (2) hours prior to the shift to be cancelled on the following radio stations: **KID AM/FM; KUPI AM/FM; KLCE FM.** Notification by fax only will be sent to the following radio stations: **KZBQ AM; KSEI AM/FM; KWIK AM; KPKY FM; KADQ FM; KFTZ FM.**

Television stations **Channels 3, 6 and 8** will not be used for relaying information for employees before 7 a.m. There normally is not anyone at the stations early enough to take the information and get it on the air. Any announcements later in the day, from 8:00 a.m. until 10:00 p.m., will be provided to the television stations for broadcast as well as radio stations.

3. Set up a reporting station, normally in the CFA cafeteria, which will be manned to sign in any EMPLOYEES who report to work where proper notification has not been given.
4. Inform each EMPLOYEE as to whether he or she is to go home or remain at work.
5. Pay EMPLOYEES according to this AGREEMENT.
6. In the event emergency closing occurs on a designated payday, the EMPLOYER will deliver paychecks to the appropriate union hall for distribution, or by mail, provided the EMPLOYER has access to payroll records.
7. Be responsible for notifying their EMPLOYEES of this procedure.
8. Notify EMPLOYEES when to return to work.

THE CRAFT EMPLOYEES WILL:

1. Be responsible to monitor one of the radio or TV stations listed above in his or her area on a routine basis.
2. Not report to work if instructed in the radio or TV announcement.
3. In the event he or she reports to work and is unable to reach his or her work location, report to the CFA cafeteria to the reporting station of his or her EMPLOYER for sign-in and instruction.

NOTE: This policy replaces all previous procedures.

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INEEL SITE STABILIZATION AGREEMENT

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**FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION
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INEEL SITE STABILIZATION AGREEMENT**

<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
1.	Coordinator Agreement (Not Published)	Article XI p. 6	Executive Board	4/30/85
2.	<u>Local Area Agreement</u>	Article XVIII p. 15	Executive Board	10/2/84 6/28/88
	1) The term "Local or area contract negotiations" refers to locally negotiated Bargaining Agreements. 2) Locally negotiated Bargaining Agreements shall be interpreted as Construction Agreements affecting the Site Stabilization Agreement and having been recognized as such by the Executive Board.			
3.	Appendix A Working Conditions	Appendix A p. 23	Executive Board	10/22/84
4.	<u>"Me Too" Clauses</u>	Article XVIII p. 15	Executive Board	11/7/84
	Where a "me too" clause exists in a local collective bargaining agreement, it will be part of the wages. If it is not listed, then "me too" will not apply.			
5.	<u>Pavoff at Lavoff</u>	Appendix A #9; p. 23	Executive Board	11/7/84
	In the event of a termination other than a quit, the employee will be paid at time of termination.			
6.	<u>Drinking Water</u>	Appendix A #2, p. 23	Executive Board	11/7/84
	The Employer shall make available cool, potable, drinking water at all times.			
7.	<u>Foremen</u>	Article XVI #5 & #12, p. 9	Executive Board Executive Board	3/7/85 3/21/90
	The language set forth in #5 is self-explanatory. Foremen will be employed as required in #12 of Article XVI of the Agreement, and there will always be a foreman responsible for employees as required by Article XVI, #1; however one foreman may supervise more than one crew.			
8.	Executive Committee Rules and Procedures (Not Published)	Article XXIII p. 20	Executive Board	3/7/85
9.	<u>Notification of Executive Committee Meetings</u>	Article XXIII p. 20	Executive Board	4/30/85
	Notification by regular mail is acceptable.			
10.	<u>Painters Steel Pay</u>	Appendix A p. 31	Executive Board	5/29/85
	Approved as a classification.			
11.	Void			

**FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION
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<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
12.	<u>Overtime For Time Outside Shift Hours</u>	Article XVII #2, p. 11	Executive Board Executive Board	5/29/85 4/11/00
	Any time worked before or after the established shift shall be paid at the applicable overtime rate. Should any employee show up late through no fault of the employer, 8 or 10 (depending on his shift) hours work will be performed before the overtime rate is applicable.			
			Grievance Board	10/24/94
	If, on the other hand, the employer directs employees to report late, overtime will be paid after the first 8 or 10 (depending on his shift) hours of the established shift.			
13.	<u>Union Changing Manpower Request</u>	Article XIV p. 7	Executive Board	7/17/85
	The Union does not have the right to change a manpower request.			
14.	<u>Qualified Workmen</u>	Article XIV p. 8	Executive Board	7/17/85
	(a) A contractor has the right to call the union hall for a worker with "special skills or qualifications" and the union hall is required to furnish a qualified person.			
			Executive Board	6/28/88
	Contractors should be encouraged to file grievances against unions that send out unqualified individuals who do not meet special requirements. Contractors are advised to be more specific when placing job orders.			
			Executive Board	6/28/88
	(b) Radiation and respirator training are not special skills or qualifications.			
15.	<u>Payday</u>	Appendix A #16, p. 24	Executive Board Bingham Mechanical/UA	8/28/85 8/2/85
	In the event the designated payday occurs during an Employee's scheduled non-working day, (i.e., 4-10's), the Employee may pick up his pay at the Employer's (southeast Idaho) business office during normal office hours on the designated pay day or consecutive scheduled non-working days until the Employee's next scheduled working day, at which time the pay will be payable at the jobsite during working hours. If the Employee fails to pick up his pay at the end of the next payday, the pay will be sent by certified mail to the last designated address.			
	It is not the intent that the Employer be required to establish more than one payday per week.			
			Executive Board	11/20/95
	Note: This item has been revised to: Payday will fall on a normal workday.			

The rest of this item will be disregarded entirely.

16. **Start of Work Week** Article XVII Executive Board 2/13/91
#2, p. 11 Laborers, IUOE/Ebasco 1/16/91
The normal work week begins at 12:00 a.m. Monday morning and ends at 12:00 p.m. Friday.

**FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION
OF THE
INEEL SITE STABILIZATION AGREEMENT**

<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
17.	UA Tenure (Not Published)	Article XVI #10, p. 9		
18.	Agreement Funding Arrangement (Not Published)	Article XI p. 6		
19.	<u>Shift Interpretation</u> Overtime will be paid when multiple shifts are worked in a given 24 hour period. The twenty-four (24) hour period begins at the end of the shift.	Article XVII #2, p. 11	UA/Carillo Plumbing Executive Board	2/25/85 4/11/00
20.	<u>Loitering</u> Loitering on the job is a management responsibility (under Article VI) to correct.	Article VI p. 3	Executive Board	11/7/84
21.	<u>Time Between Shifts</u> The interval between shifts worked in the same day shall not exceed the reasonable time necessary to change shifts and in no event shall it exceed 1 hour.	Article XVII #2,c; p. 11	Executive Board	11/7/84
22.	<u>Starting Time</u> Contractors and Unions can mutually agree to the starting and quitting time of a shift.	Article XVII #2, a,b,c; p.11	Executive Board	2/4/86
			Executive Board	7/14/93
	Contractors & Union may establish a 4-day work week with 10-hour shifts with no premium pay, on a Monday through Thursday or Tuesday through Friday basis.			
		#2, b; p. 11	Executive Board	2/23/94 4/27/94
	Shifts shall be established and continue for a minimum of 5/8-hour consecutive work days or 4/10-hour consecutive work days, or applicable overtime rate will be paid. If Saturday and/or Sunday are worked, they shall be included in the 5/8-hour or 4/10-hour day minimum period with applicable overtime rate paid.			
			Executive Board	11/20/95
	This item is changed to allow a 4-10 shift, with no premium pay, at the Employer's option during the Daylight Savings Time period. The shift will be on a Monday through Thursday basis with no make-up days. The first 10 hours worked on Friday will be at time-and-a-half. The 4-10 shift hours shall be between 5:00 a.m and 6:00 p.m. for the day shift; and between 5:00 p.m. and 6:00 a.m. on the second or swing shift, with 9 1/2 hours worked for 10 hours pay on the second shift.			
			Executive Board	4/7/97
	Note: 5-8 employees will not replace 4-10 employees on Friday to avoid overtime.			

**FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION
OF THE
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<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
23.	<u>Shifts Established By Individual Crafts</u> Shifts shall be established on an individual craft basis.	Article XVII #2,b; p.11	Ironworkers, IUOE/ MK-Ferguson	2/20/87
24.	<u>Grievance Procedure</u> (a) Grievance was filed timely even though spool pieces had been fabricated some time before the grievance was filed. The Board felt the union had no reason to know the work by WINCO had been done.	Article XX #4, p. 17	UA/WINCO	9/11/86
		Article XX p. 17	Executive Board	8/15/86 9/17/91
	(b) After occurrence, <u>5</u> working days are allowed for discovery and contact of the Respondent party. Within <u>1</u> working day, after contact, the grievance is to be reduced to writing. After being reduced to writing, the Grievant is given <u>5</u> working days to transmit (preferably by certified mail) the written grievance to Coordinator and Respondent.			
	(c) The Coordinator, within <u>10</u> days, then attempts to resolve the grievance between the Grievant and Respondent. If the grievance is not resolved with the help of the Coordinator, either party has <u>5</u> working days to request, in writing, a Grievance Board of Adjustment hearing. If the Grievance Board of Adjustment is requested, a hearing shall be scheduled within <u>5</u> working days of receipt of written notice.			
	<u>5</u> discovery/ contact	<u>1</u> writing	<u>5</u> send written notice	<u>10</u> coordinator
			<u>5</u> ask for board	<u>5</u> hearing
25.	<u>Union Security</u> Effective <u>August 1, 1989</u> , Article XV, Union Security, is of no effect through the application of the Idaho Right-to-Work law. Should this law be repealed, or should it be rendered invalid by a court of competent jurisdiction, Article XV shall be reinstated upon written request by the Unions who are parties to this Letter of Understanding.	Article XV p. 8	Executive Board	10/27/87

**FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION
OF THE
INEEL SITE STABILIZATION AGREEMENT**

<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
26.	<u>Duration</u>	Article XXV p. 21	Executive Board	10/27/87
	The parties agree to extend the INEEL Site Stabilization Agreement from <u>July 31, 1989</u> , through <u>August 1, 1994</u> .			
	The terms and conditions of the agreement remain unchanged except to the extent necessary to comply with State and/or Federal law.			
	The EXTENSION shall be effective as of the <u>1st day of August, 1989</u> , and shall remain in effect until the <u>31st day of July, 1994</u> , and shall continue from year to year thereafter unless the Employers or Unions give written notice to the other of a desire to terminate, amend or change the Agreement. Such written notice must be given not less than sixty (60) days nor more than ninety (90) days prior to <u>July 31, 1994</u> or <u>July 31st</u> of any succeeding year.			
26(a).	<u>Duration</u>	Articles XVII, XVIII & XXV	Executive Board	7/14/93
	The parties agree to extend the INEEL Site Stabilization Agreement from <u>July 31, 1994</u> , through <u>August 1, 1999</u> .			
	The terms and conditions of the agreement remain unchanged except to the extent necessary to comply with State and/or Federal law.			
	The EXTENSION shall be effective as of the <u>1st day of August, 1994</u> , and shall remain in effect until the <u>31st day of July, 1999</u> , and shall continue from year to year thereafter unless the Employers or Unions give written notice to the other of a desire to terminate, amend or change the Agreement. Such written notice must be given not less than sixty (60) days nor more than ninety (90) days prior to <u>July 31, 1999</u> or <u>July 31st</u> of any succeeding year.			
26(b).	<u>Duration</u>	Article XXV p. 21	Executive Board	1/15/99
	The Site Stabilization Agreement has been extended from <u>August 1, 1999</u> to <u>May 31, 2004</u> , with increases each June 1st of 2.7% , with the first increase on June 1, 1999 and the last 2.7% increase on June 1, 2003; with no increase to the <i>per diem</i> during this extension period.			
27.	<u>Holidays that fall on Saturday</u> The language stands as written.	Article XVII p. 12	Executive Board	6/28/88
28.	<u>U.A. Welder Rates</u> These rates are a classification in the local bargaining agreement and as such stand - just like any other classification.	Appendix A p. 23	Executive Board	6/28/88
29.	<u>Established C.I.R.</u> Council of Industrial Relations	Article XX Sec. 4; p. 17	Executive Board	6/28/88

Those Unions with an established C.I.R. should solve Site grievances through the Site Stabilization Agreement procedure.

**FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION
OF THE
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<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
30.	<u>Per Diem</u>	Article XVII p. 14	Executive Board	6/28/88
	Until a <i>bona fide</i> bus system is provided, the employee will receive <i>per diem</i> for travel regardless of what the individual rides in.			
	The Board determined that the Agreement addresses transportation provided by Employer during work hours. "No <i>per diem</i> will be paid if Employee travels to and from the Territory in Employer provided transportation during the designated shift hours."			
31.	<u>Signatory Requirements</u>	Article IX p. 4	Executive Board	6/28/88
	A signatory contractor's lower tiers must be signatory to the Site Stabilization Agreement and must, therefore, use the hiring hall procedure of the local unions.			
32.	<u>Overtime on Non-consecutive Days</u>	Article XVII #5; p. 13	Executive Board	12/11/89
	When a contractor does not run a 2nd shift for 5 consecutive days, overtime is to be paid on a basis as if it was Saturday work.			
33.	<u>Training and Medical Exams</u>	Appendix A Work. Cond #17; p. 24	Executive Board	1/3/91 2/13/91 6/23/93
	Training and Medical examinations related to construction work are covered by the INEEL Site Stabilization Agreement, including <i>per diem</i> .			
34.	<u>Wages & Benefits, CLRC</u>	Article XVIII p. 15	Executive Board	7/14/93 2/23/94
	Wage rates and fringe benefit contributions shall be established on an annual basis, using percentage changes supplied by the Construction Labor Research Council (CLRC). The percentage of the modification shall be for both wages and benefits and the distribution of amounts shall be established by the individual Union and Fund Managing Board.			
	Changes shall be effective June 1 of any year. The CLRC is to notify the Coordinator by April 1 of the affected year. The Coordinator will in turn, notify the Unions and the Contractors.			
	Prior to the June 1 change in wage rates and/or benefits, the Unions shall notify the Coordinator of the distribution of the percentage change. The Coordinator will then notify the signatory Contractors. If, after notification by the Unions of the distribution, the distribution amounts must be changed, the Union must notify the Coordinator of such change prior to the change.			
		Article XVIII p. 15	Executive Board	1/15/99
	As of July 31, 1999, item no. 34 is no longer applicable.			

**FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION
OF THE
INEEL SITE STABILIZATION AGREEMENT**

<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
36.	<u>Initial Check-in</u> (See Minutes for further clarification)	Article XIV p. 8	Executive Board	11/19/96
37.	<u>Reporting Pay</u> The two (2) hours reporting pay on Holidays, Saturdays, and/or Sundays shall be paid at the applicable overtime rate. If it is a double time day, the two (2) hours reporting pay is to be paid at double time; if it is a time-and-a-half day, the two (2) hours reporting pay is to be paid at time-and-a-half.	Article XVII p.14-15	Executive Board	1/15/99
38.	<u>Advanced Mixed Waste Treatment Facility</u> (DOE contract number ID-13481 only) The SSA Executive Board agrees that Morrison Knudsen (M-K), who is signatory to the SSA, follow the INEEL Workplace Substance Abuse Program currently in place except that M-K will be responsible to provide all the services that are currently provided by the Operating Contractor's OMP and Legal organizations. M-K will provide to the Operating Contractor's Security organization a list of individuals who meet the criteria to receive the INEEL Clean Card. M-K is responsible for notifying the Operating Contractor's Security organization when there has been a violation of the INEEL Workplace Substance Abuse Program.	Article XXI	Executive Board	8/31/99
39.	<u>Changing Shifts</u> The individual is permitted to change shifts during the middle of the work week	Appendix A Working conditions for All Crafts #15	Executive Board	4/11/00
40.	<u>Teamster Pension Trust</u> IT IS AGREED by and between each signatory Employer and the International Brotherhood of Teamsters that such Employer hereby subscribes to the various agreements and declarations of trust and policies and procedures of the particular funds into which such Employer will be required to make contributions pursuant to the Idaho National Environmental and Engineering Laboratory Site Agreement, and agrees to be bound thereby and to amendments made or to be made thereto; and authorizes the parties to such trust agreements to name the trustees and successor trustees, and to administer the trusts; and does hereby ratify and accept such trustees and the terms and conditions of said trusts as fully and as completely as if made by each signatory Employer; provided, however, that no amendments or provisions of said trust agreements shall bind the Employer for any financial obligations beyond that set forth in the INEEL Site Agreement pursuant to which such contributions are made. Said Employer's obligations shall also be considered within and limited by the construction industry exemption of the Employee Retirement Income Security Act ("ERISA"), as amended by the Multiemployer Pension Plan Amendments Act of 1980 ("MEPPA") as long as said Employer is a construction industry employer within the meaning of 29 U.S.C. 1383(b) of ERISA and/or MEPPA. Furthermore, under this Agreement, Employer shall only be obligated to contribute to plans which primarily cover employees in the building and construction industry, or plans which have been amended to provide that the construction industry exemption of Sec. 4203 of ERISA applies.	Article XVIII	Executive Board	8/21/00

FOOTNOTES OF INTERPRETATIONS AND CLARIFICATION

**OF THE
INEEL SITE STABILIZATION AGREEMENT**

<u>NO.</u>	<u>ITEM</u>	<u>AGREE. SEC. PAGE NO.</u>	<u>SOURCE</u>	<u>DATE</u>
41.	<u>Computer Based Training</u>	Appendix A Work. Cond #17	Executive Board	10/24/00

Effective: November 1, 2000

Construction crafts that take the required training in advance of employment at the INEEL will be reimbursed, by their employer, according to the attached Computer Based Training Schedule, in the first payroll period of their employment.

INEEL Reimbursement Schedule for Computer Based Training

Effective November 1, 2000

Rev. 0

Course #	Course Title	Reimbursement Rate
TRN2	Construction Employee Orientation (Orange Card)	1 hour
TRN74	General Employee Radiological Training	1 hour
TRN150	Basic Respirator	1 hour
TRN151	Confined Space Refresher	1.5 hours
TRN152	Asbestos Awareness	1.5 hours
TRN246	INEEL Site Access for Construction Workers	1 hour
TRN501	Hand & Portable Power Tools (PRD-2015)	.5 hour
TRN502	Ladders (PRD-2003)	.5 hour
TRN504	Motor Vehicle Safety (PRD-2019)	.5 hour
TRN508	Aerial Lifts & Elevating Work Platforms (PRD-2006)	.5 hour
TRN510	Scaffolding (PRD-2004)	.5 hour
TRN511	Heat & Cold Stress (PRD-2107)	.5 hour
TRN512	Personal Protective Equipment (PRD-2001)	.5 hour
TRN514	Excavations & Surface Penetrations (PRD-2014)	.5 hour
TRN519	Disease Control (PRD-2102)	.5 hour
TRN521	Electrical Safety (PRD-2011)	.5 hour
TRN523	Walking and Working Surfaces (PRD-2005)	.5 hour
TRN550	Fall Protection (PRD-2002)	.5 hour
TRN666	Integrated Safety Management	.5 hour
TRN732	Performing Pre-Job Briefings and Post-Job Reviews (MCP-3003)	.5 hour

INEEL WORKPLACE SUBSTANCE ABUSE PROGRAM

I. Policy Statement

It is the policy of the Operating Contractor and all Construction Companies performing work at the INEEL to maintain a drug-free workplace. The illegal use of drugs, on or off duty, is inconsistent with law-abiding behavior expected of all citizens. The use of illegal drugs, or abuse of alcohol or prescription drugs may impair the ability of construction personnel to perform tasks that are critical to proper work performance. The result is an increase in accidents and failures which pose a serious threat to the safety of all employees, subcontractors, visitors and the general public. Impaired employees also tend to be less reliable and prove to have greater absenteeism resulting in the potential for increased cost and delays in the timely completion of construction contracts/projects.

Furthermore, employees have the right to work in a drug free environment and to work with persons free from the effects of drugs and alcohol. Employees who abuse alcohol or drugs are a danger to themselves and to other employees.

Therefore, the Operating Contractor and the Construction Contractors will not hire or retain employees who use, possess, or sell illegal substances. Additionally, we will not tolerate abuse of legal substances that adversely effect work productivity, safety, or an employee's overall performance.

II. Construction Companies

The requirements for the INEEL Workplace Substance Abuse Program are incorporated in the Operating Contractor's terms and conditions for all subcontractors. Construction companies will use the Operating Contractor's Occupational Medical Program (OMP) to implement the urine collection\testing requirements of this policy. If applicable, subcontractors must comply with the criteria outlined in 10 CFR 707 and DOT 49 CFR 40 and 49 CFR 382.

III. Testing Circumstances

1. Testing Designated Positions (TDPs) and DOT positions:

Those positions identified as TDPs as required by 10 CFR 707 or those identified for alcohol testing under DOT 49 CFR 40 and 49 CFR 382.

2. Pre-employment Testing:

Prior to the start of employment, prospective employees will be asked to provide a urine sample to test for the presence of Substance Abuse and Mental Health Services Administration (SAMHSA) five drug screen substances. Presence of one or more of these substances will be cause for rejection of employment. Applicants who test positive, or attempt to circumvent or falsify a substance abuse screening test, will be denied site access for a period of one year. Prospective employees who test positive but complies with Section VII of this program may work at the INEEL Site after 90 calendar days. Refusal to provide a sample for the test will be considered voluntary withdrawal of consideration for employment. If the medical facility cannot provide test results prior to the scheduled reporting date, employment will be considered probationary until the test results are known to Employer.

Once a pre-employment test is performed and the results are negative, a construction employee will be issued a "Clean Card" and may move from one construction company working at the INEEL Site to another without needing another pre-employment test as long as there is not more than a 90 calendar days lapse period working at the Site. If the individual has not worked at the Site for 90 calendar days or more, then a new pre-employment test will be required.

3 Reasonable Suspicion Testing:

Employees may be tested if their behavior creates the basis for reasonable suspicion of the use of drugs or alcohol. The concurrence of the employee's manager, Operating Contractor's Legal Department, and the INEEL Medical Director is required prior to testing someone for reasonable suspicion. Reasonable suspicion is a good faith belief that an employee is impaired in some way based on facts such as the following:

- (1) Direct observation of drug or substance abuse
- (2) The physical symptoms of being under the influence of a drug and/or alcohol
- (3) A pattern of abnormal conduct or erratic behavior consistent with substance/alcohol abuse
- (4) Arrest or conviction for a drug related offense
- (5) Identification of any employee as the focus of a drug related criminal investigation (e.g., illegal drug possession, use, or trafficking)
- (6) Evidence that the employee has tampered with a drug test

Evaluation of aberrant behavior should be referred to the INEEL OMP when that behavior effects the employee's job performance or the performance of other employees.

Inappropriate or unacceptable behavior in the workplace is failure to performs one's job, or the impairment of judgement or reliability needed to perform a job, in a secure and safe manner.

4. Occurrence Testing:

When there is an occurrence, especially those which are required to be reported to DOE-ID (DOE Order 5000.3B), it may be necessary to test an employee for the use of illegal drugs, and/or alcohol, if in the opinion of management such individual could have caused or contributed to the conditions which caused the occurrence. Testing may occur following serious or potentially serious accidents or incidents in which results in an personnel injury, safety precautions were violated, equipment or property was damaged, unusually careless acts were performed, or where the cause was due to an employee's or other person's failure to wear prescribed personal protective equipment or follow prescribed safety rules while working on Company premises or the property of a customer.

IV. Drug Testing

The INEEL OMP contracts with a SAMHSA certified drug testing laboratory to test the specimens collected. Specimens are currently tested in accordance with SAMHSA guidelines, for the following drugs: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine.

Consent by employees to submit to a screening test in accordance with this policy is a condition of employment. Employees who refuse to be tested or attempt to circumvent or falsify a substance abuse screening test will be suspended without pay pending final disciplinary action.

An employee suspected of being under the influence of a prohibited substance and/or alcohol may, for reasons of safety, be suspended without pay until test results are available. If the test proves negative, the employee will be reinstated with back pay.

An Employee being tested for either Reasonable Suspicion or for an Occurrence as outlined in Section III above, will have a split sample test conducted

The contractors reserves the right to test for any additional drugs listed in Schedules I and II of the Controlled Substance Act and for alcohol.

V. Positive Drug Test Confirmation and MRO Determination

A test result that is positive on an initial, FDA-approved pre-screen at a SAMHSA certified testing laboratory, and confirmed as positive by that laboratory, will be reviewed by the INEEL OMP Medical Review Officer (MRO). The MRO will determine if the test result is MRO positive (no legitimate medical reason for positive laboratory result), or MRO negative (those where a legitimate medical reason for the positive laboratory result exists).

The MRO will inform a person whose drug screen is found to be positive of the right to have the original sample retested. If the donor elects to have a retest performed, the donor will have the option to have the retest done at the original SAMSHA certified test laboratory, or at another SAMSHA certified laboratory at his/her expense. If the retest proves negative, the employee will be reinstated with appropriate back pay.

VI. Consequences of Possession, Sale, or Manufacture of Drugs

An employee who possesses, sells, or manufactures illegal drugs in the workplace will be grounds for termination.

VII. Consequences of a Positive Drug Test

After management verifies that all procedural requirements and considerations have been met, the employee will be placed on disciplinary time off without pay for not less than 30 calendar days and 90 calendar days for individuals testing positive under the pre-employment test. Under appropriate circumstances, disciplinary action up to and including termination may be administered.

If the results are the first positive drug screen for that employee and no other circumstances exist which warrant otherwise, the following sanctions will generally be applied.

- (1) Disciplinary time off without pay for not less than 30 calendar days for employee and 90 calendar days for individuals testing positive under the pre-employment test.
- (2) Provide evidence of successful completion of an approved OMP Employee Assistance Program (EAP) counseling and/or rehabilitation program.
- (3) Under go a urine drug test at the same cut-off levels required by SAMSHA, with a negative result.
- (4) Be evaluated by the Site OMP, to determine that the individual is sufficiently rehabilitated.
- (5) Provide monthly urine drug test results the first year and quarterly urine drug test results the second year following the positive test.
- (6) Signed acceptance of the terms of a rehabilitation plan by the employee as a condition of continued employment.

Violation of the terms of a rehabilitation plan or a second instance of a positive test for illegal substance or legal substance abuse will result in termination of employment. The individual will be denied access to work at the Site.

The Operating Contractor, or any other contractor, undertakes no obligation to pay for any rehabilitation, counseling, and/or treatment costs incurred by an individual under this policy.

An employee may contact the OMP's Employee Assistance Program for recommended counseling and/or treatment programs.

The Operating Contractor's Security organization will notify DOE-ID Security immediately of all MRO positive test results or other security concerns relating to an incumbent who holds, or is an applicant for, an access authorization.

VIII. Searches

A warrant-less search of an employee and his or her locker, work area, lunch box, personal belongings, or vehicle may be conducted at anytime, with or without reasonable suspicion, as a condition of entrance on the INEEL. The employee's refusal to cooperate is grounds for termination.

IX. Prescription Drugs

Employees using a prescription drug which may impair mental or motor functions shall inform their supervisor of such drug use prior to starting any work under such medication. If the Manager, in consultation with Medical, determines that such use does not pose any safety or product quality risk, the employee will be permitted to work.

X. Report of Drug Conviction

All employees must report to their supervisor and to the Personnel Security Supervisor, in writing, any arrest or conviction under a criminal substance abuse statute for violations occurring on or off Site. This report must be made within 10 calendar days of the incident.

XI. Records

Records related to illegal drug use shall be maintained with maximum confidentiality and shall be provided only to MRO, contractor and DOE personnel with a need to know. Release of such records to others shall only be as permitted or required by applicable law, following consultation with Operating Contractor's Legal Services.