

Hanford Concerns Council
Charter
Effective June 1, 2008

1.0 Roles and Scope

1.1 Purpose: The Hanford Concerns Council (hereinafter “the Council”) is established to investigate and to seek full, fair, and final resolution of significant employee concerns that involve issues of health, safety, or environmental protection, as well as employee concerns about inappropriate management response to such issues, such as alleged harassment or retaliation; and to provide advice or to assist in early identification or other review of such concerns, their causes, or related trends. When acting in its case mediation role, the Council uses an alternative mediation approach that is intended to operate in conformance with and under the umbrella of RCW 7.07.030, Mediation -- Disclosure -- Testimony.

1.1.1 To seek full, fair, and final resolution of significant employee concerns, the Council shall, through its alternative mediation approach and by consensus, identify and recommend appropriate actions to be presumptively implemented under the terms of this charter and shall confirm follow-through on its recommendations.

1.1.2 The Council may also serve periodically in an advisory role, e.g., regarding trends and emerging employee concerns or work environment issues.

1.2 Scope

1.2.1 Within the Council’s scope are significant employee concerns that raise complex or controversial technical issues in the substantive areas defined in paragraph 1.1 and which are alleged to have the potential to cause injury or illness to workers or to have onsite or offsite impact; or which are alleged to violate safety, health, or environmental requirements or practices at the site; or which allege inappropriate management response to such issues, such as harassment or retaliation; and which appear to be difficult to resolve through other avenues.

1.2.2 Outside the Council’s scope are concerns or portions thereof that: (1) involve personnel management issues (such as compensation, job assignment, job grade, or appraisal ratings) unless they arise from complex or controversial technical issues as described in Section 1.2.1 or from management reactions when such concerns are raised; (2) require access to classified information; (3) allege fraud, waste, or abuse and have been accepted for investigation by the Inspector General; (4) allege criminal misconduct; (5) involve matters currently in litigation, unless with the concurrence of the parties; or (6) do not involve the participating companies’ Hanford Site activities as employers or as U.S. Department of Energy (DOE) contractors.

1.2.3 The Council will not interfere with or intrude upon established collective bargaining rights and relationships. The Council has no jurisdiction over matters involving the proper interpretation of collective bargaining agreements.

1.2.4 The Council will provide a "triage" function for matters brought to its attention, making an initial and timely (normally within 30 days) assessment of whether or not the

- matter is a significant employee concern within the Council's scope. The Council will also evaluate the potential severity of the problem, make a preliminary determination of the most effective and appropriate means for addressing it, and, by consensus, recommend to the participating company provisions for the immediate stabilization of the situation and any steps needed to prevent further polarization or potentially prejudicial activities from occurring.
- 1.3 Eligibility: The Council is established to provide a forum for any employee working on Hanford Site activities of a participating company or its designated subcontractors to bring forward concerns that he or she believes do not or will not receive appropriate or timely attention, and to seek protection from retaliation in doing so. The Council recognizes that employee concerns should, wherever possible, be resolved in the workplace and, where appropriate, will provide the parties to any dispute the necessary assistance to return the issue to the workplace for continued resolution. Nonetheless, this objective shall not preclude the Council from taking cases that members agree are in need of assistance and staying involved in the issue until full, fair, and final resolution.
- 1.4 Participating companies: The Council includes companies, subsidiaries, and subcontractors that agree to abide by and participate under this charter and which have been approved by the Council's board of directors. Unless a designated subcontractor has separately become a participating company with representatives on the Council, or unless otherwise agreed, company representation during case deliberations, resolution, and implementation regarding subcontractor employees will be handled by the representatives of the participating companies. Members representing participating companies are responsible for ensuring the appropriate handling and follow-through of company responsibilities on case work and implementation that involve its designated subcontractor employees.
- 1.5 Companies may become participating companies after mutual assessment of the potential value to the company seeking membership and to the Council. The interested company may join upon agreement by the Council and its board of directors, and upon the commitment of the interested company to abide by the provisions of this charter. This agreement may be signified by the president's signature on the charter itself, or by a letter or memorandum signed by the presidents of participating companies and the Chair of the Council.

2.0 Authorities

- 2.1 The Council continues subject to the availability of appropriated funds, DOE and participating company cooperation, and continued agreement by the board of directors. The Council is an independent entity and operates under this charter agreement or successor charter agreements.
- 2.2 The Council operates as a nonprofit organization, independent of Hanford Challenge, participating companies or other site contractors, and the Department of Energy, so that it can carry out independent and objective evaluation and mediation of concerns.
- 2.3 As needed, DOE will support continuation of the Council through subsequent contract specifications, renewals, or other processes.
- 2.4 The Council shall purchase professional liability insurance for the Council and its members.

- 2.5 Outside independent legal advice for the Council may be obtained by the Chair.
- 2.6 The Council will forward consensus decisions on concerns cases to the presidents of the affected participating companies for review and presumptive implementation.
- 2.6.1 The presidents of participating companies will be provided with periodic briefings by company representatives on the Council as the Council is working on a case. However, any president is bound, as is the member, by the conditions of confidentiality required of mediation and in accordance with the provisions of Paragraph 1.1 and Section 5 of this charter.
- 2.6.2 Consensus case decisions of the Council shall be forwarded to the president of the affected participating company and shall be promptly reviewed by the president in consultation with DOE relative to the matters set forth in paragraph 2.6.6 below. Any advice, input or approval will be obtained and a decision rendered, in most instances, within ten (10) business days, or sooner if possible, recognizing the value of prompt resolutions.
- 2.6.3 Consensus case decisions of the Council will be reviewed by the president of the affected participating company. This review is not anticipated to be a review of the merits of the Council's decision, but to consider possible exceptions as set forth in paragraph 2.6.6 below, and to protect against commitments or liabilities that are unintended by the Council's case decision itself.
- 2.6.4 In the president's review, reliance will be placed on the Council's consensus decision. Any advice, input or approval will be given recognizing that the Council, in working on its mediation and developing its decision, will have had access to significant information and context about the dispute, much of it confidential. Because of the confidentiality of mediation and the importance of resolving the issue constructively, the Council and its members will present only a summary rationale for the Council's decision.
- 2.6.5 Care shall be taken in the president's review to protect confidentiality by limiting the number and scope of individuals involved in any discussions about the pending case, and by other means deemed appropriate for protecting the confidentiality of the case.
- 2.6.5.1 Attorneys for the participating companies shall be governed by the rules of confidentiality applicable to the mediation processes under Washington and Federal law, as well as the professional rules of ethics applicable to the conduct of the mediation process. As set forth in these rules, any matters, documents, or information acquired during, prepared for, or generated during the mediation process may not be sought for use in any subsequent litigation if the matter is not resolved.
- 2.6.5.2 The president shall recognize the unique nature of the Council's process in which its participating members will be privy to facts and information that cannot be shared beyond the Council. The president will ensure that members are protected from situations in which they may be requested to or feel compelled to disclose confidential information. Any such situations shall be disclosed by the member to the Chair, who will immediately confer with the president to resolve the situation.

2.6.6 Following the president's review, consensus case decisions that have been forwarded by the Council will presumptively be implemented by the presidents of the affected participating companies unless they are inconsistent with responsibilities of the participating companies as DOE contractors or as employers; contrary to company by-laws; or in violation of company fiduciary or safety responsibilities. It is primarily to check for these possible exceptions that the review process and period are provided. Note: DOE may determine that all or a portion of the costs of implementing the Council's decision are not reimbursable under the participating company's contract with DOE. However, lack of DOE reimbursement does not preclude a participating company from choosing to implement the Council's decision.

2.6.7 In the event barriers to presumptive implementation are identified during the review, the president of the participating company shall advise the Council in writing of the reasons for not presumptively implementing any consensus decisions. The president will consider any formal written rebuttal from the Council in advance of taking any alternative action.

2.7. The Council shall have access to information and materials.

2.7.1 The Council may request access to information and records needed to resolve concerns from participating companies, as well as access to persons on-site who may have information or perspective to contribute. Companies shall provide the Council with required information and access to persons relevant to concerns being considered by the Council to the extent permitted by legal, contractual or other requirements. Representatives of participating companies will arrange for such access with due regard for privacy, confidentiality, and avoidance of disruption to the workflow. In the event of a disagreement, there will be a full discussion between the Council and the participating companies. Final determination rests with the president of the participating company. Any information received or reviewed by the Council shall be used exclusively for resolution of concerns and safeguarded in accordance with the provisions of Section 5 of this charter.

2.7.2 The Council may request access to information and records needed to resolve concerns from DOE, as well as access to persons on-site who may have information or perspective to contribute. DOE will provide the Council with required information and access to persons relevant to concerns being considered by the Council to the extent permitted by legal, contractual, or other requirements. In the event DOE refuses to provide such access, there will be a full discussion between the Council and DOE. Final determination rests with the Manager of DOE. Any information received or reviewed by the Council shall be used exclusively for resolution of concerns and safeguarded in accordance with the provisions of Section 5 of this charter.

3.0 Chairperson

3.1 The Council shall be under the management and leadership of a Chair, who shall function as the chief executive officer of the Council.

3.2 To assure objectivity and neutrality, the Chair shall be unaffiliated with any organization employing, financially supporting, or legally advising any Council member or directly affected by employee concerns likely to come before the Council. Additionally, the Chair shall not have made, or represented a party in, a formal complaint against the signatories or

other participating companies or entities to a federal or state agency or any court. If the Chair becomes involved in such an action, the Chair shall resign immediately.

3.3 The Chair shall be appointed by consensus of the Hanford Concerns Council board of directors.

3.3.1 The Chair shall serve for a fixed term of three (3) years and may be reappointed.

3.3.2 The Chair is a part-time paid position remunerated at a rate established as part of the annual budget each year.

3.4 The Chair or his or her designee shall be the spokesperson for the Council.

3.5 The Chair, in consultation with Council members, shall hire staff; manage the budget, contracts, and case flow; and assign staff and members to cases and other duties.

4.0 Membership

4.1 The Council shall have a minimum of nine (9) members and the Chair. In addition DOE will assign an ex-officio member, who shall not be a voting member. Members will be committed to the objective evaluation of employee concerns; to the development of constructive, workable resolutions; and to the prevention and mitigation of employee concerns.

4.2 Members will represent the following perspectives and experience at a minimum.

4.2.1 The perspective of the participating companies will be represented by one (1) to three (3) members, as agreed, from each participating company. The number of members will be determined by agreement of participating companies and the Chair, with advice of the Council and board of directors. Company members will be senior managers with broad perspective and the full confidence of and access to the president, as well as the authority to commit resources and to make other changes in response to concerns handled by the Council. Company membership shall collectively provide a strong background in technical matters, knowledge of the site, and a record of effective human resources management.

4.2.2 The neutral perspective will be represented by three (3) respected leaders with experience in industry, government, or the non-profit sector, who have experience in collaborative problem solving, mediation, and alternative dispute resolution, and who are not currently affiliated with contractors, DOE, unions or other advocacy groups involved with the site or nuclear issues.

4.2.3 The employee advocacy perspective will be represented by three (3) representatives from an employee safety and health advocacy perspective, who are familiar with Hanford or similar workplaces. Unless declined by Hanford Challenge, this representation shall include representation from that organization.

4.3 A representative from each of the DOE functions that has a participating company on the Council will serve as ex-officio member(s) of the Council to support the success and development of effective problem resolution through the Council. The DOE member(s) will be from senior management in their respective organizations with access to the respective Managers and involvement in operational activities.

- 4.3.1 The DOE member(s) will not participate in case activities or deliberations nor be part of a quorum for consensus. To the extent that the confidentiality provisions set forth in Section 5 do not conflict with contractual or legal obligations of an employee of DOE, this member shall be available for advice and input and shall be apprised of trends and directions of the Council's work.
- 4.3.2 The DOE member(s) will assist the Council in its work, including helping to coordinate information and access needs related to case work, keeping the Council abreast of relevant policy and other developments affecting the site, and facilitating resolutions arrived at by the Council.
- 4.3.3 The DOE member(s) will be bound by the confidentiality and discretion requirements set forth in Section 5 of this charter and by the principles of RCW 7.07.030. The DOE member(s) and the Council will remain vigilant to avoid creating a conflict between the obligation of the DOE member(s) to confidentiality and discretion requirements under this charter, and their legal and contractual obligations as employee(s) of the Department of Energy. In the event of the need to involve the DOE member(s) in case activity or discussions, the DOE member(s), and the Chair (with advice from other Council members as appropriate) shall identify any implications for potential conflicts with the Council's confidentiality policy relative to a case or project. In the event that such a conflict arises, the affected DOE member(s) will cooperate with the Council in taking actions to protect confidentiality and the obligations of the DOE member(s) and to limit the impact of any conflicts. The Chair, in consultation with the Council, shall determine the appropriate role of the ex-officio member in each case, within the general policy governing the participation of the DOE member as discussed in 4.3.2 above.
- 4.4 In consultation with the Council, the Chair may appoint one alternate for each of the three perspectives, company, employee advocacy, and neutral, for terms of up to two (2) years. The Chair may also appoint a vice-chair for a term of two (2) years as vice-chair.
- 4.5 All members, alternates, the vice-chair, and ex-officio member(s) are appointed by the Chair. Company members will be nominated by the presidents of participating companies in consultation with the Chair. Members who represent the employee advocacy perspective will be nominated by Hanford Challenge in consultation with the Chair. The Chair will seek and receive nominations for neutral members from a variety of sources. The ex-officio member(s) from DOE will be nominated by the Manager(s) of their respective functions in consultation with the Chair. The vice-chair shall be appointed from among the neutral members. As vacancies occur, the Chair shall consult with members regarding the present and upcoming needs of the Council.
- 4.6 Members shall serve staggered three-year terms. Members may be reappointed.

5.0 Confidentiality and Discretion

- 5.1 The Council and the participating companies and organizations affirm the importance of confidentiality to case resolution of employee concerns undertaken by the Council and to its alternative mediation approach.
- 5.2 Council members and the Council agree to safeguard information received or generated during its proceedings. The parties agree that Council case work and related information

- and records shall, to the extent possible, be treated as mediation work done under the Washington State mediation statute, RCW 7.07.030. All parties, Council members, and institutions participating in the Council processes agree not to use or to disclose to third parties outside the mediation process information or records or the content of such information or records produced and used in the mediation process and further agree not to disclose the Council's mediation deliberations. Any such disclosures may constitute good cause for dismissal from the Council. Allegations of such disclosures shall be reported to the Chair who will investigate, reach a conclusion, and, if appropriate, make a recommendation for dismissal of the member to the board of directors of the Hanford Concerns Council. All parties further agree not to subpoena or compel another party to Council cases to testify regarding any portion of the mediation proceedings or any of the Council's work on a dispute that is or has been before the Council.
- 5.3 Members shall not discuss, disclose, or use in any other forum information they acquire as a result of Council case actions, except in carrying out the Council mandate, or as required by law or a court of competent authority, or with consensus approval of the Council.
- 5.4 It is understood that the work of the Council requires discretion, and that the ability to resolve issues requires that not only members, but also others who make use of or are expected to rely on judgments of the Council must feel trustful of how the Council and those related to it handle information. Therefore, the members shall take care not to characterize to others the views of other members, even on non-case matters, and shall observe high standards of discretion, recognizing the sensitivity of the information they deal with and the functions of the Council.
- 5.5 In recognition and support of the above commitments, the Council shall have a confidentiality agreement signed by all parties to a dispute undertaken by the Council when commencing formal case activity and settlement negotiations, thereby ensuring that all parties understand and agree to the confidentiality of Council proceedings.
- 5.6 Confidentiality Procedures: The Council shall develop procedures to protect confidentiality.
- 5.6.1 Limitations will be placed on the availability and storage of files and other information. All files, including notes, related to Council activity are the property of the Council and shall be maintained in a secure fashion, with access limited by Council procedures to authorized Council members, staff, the Chair, or otherwise as required by contract or law.
- 5.6.2 Provisions for storage of case files and other files and information will be made at the Council's offices to avoid storage elsewhere and to preclude copying other than for authorized purposes. Provisions will be made to ensure return of all files for storage or disposal when a case or activity is completed.
- 5.6.3 Documents otherwise available through other sources are not made confidential by the fact of the Council's possession of a copy. This does not change the restriction set forth in section 2.6.5.1 regarding such documents and copies held by the Council. The Council will not accept original company or government documents.

- 5.6.4 Provisions will be made for the notification and training of those who have a need to know about the Council's involvement in a case during its assessment and decision-making processes or for implementation and other necessary purposes.
- 5.6.5 The Council shall retain such records as are necessary to meet its obligations; e.g., copies of settlement agreements or information to assess implementation or to carry out follow-up activities.
- 5.6.6 In the event the Council learns of inappropriate disclosure of case information or records bearing on a case, the normal practice will be for the Council, at a minimum, to notify any affected party of the disclosure. The Council may also take other action it deems appropriate.
- 5.7 Notwithstanding the above provisions, the Council and its members shall have an obligation to report through appropriate channels, including notification of the affected company, violations of law and/or immediate threats to safety and health, and other information required to be reported in accordance with contract and subcontract requirements. Whenever possible, the Council shall discuss such observations in order to ascertain their accuracy and the most appropriate way to provide notice.
- 6.0 Conflict of Interest, Attendance, Reimbursement and Remuneration
- 6.1 Conflict of Interest and Attendance
- 6.1.1 Members shall disclose any real or potential conflict of interest with regard to a case or other matters before the Council.
- 6.1.2 The Chair will require that a member recuse himself or herself from any discussions where the Chair determines there is an actual conflict of interest or a material appearance thereof that would interfere with the member's effectiveness or credibility on the case. Such determination may be at the motion of the Chair or upon consideration of a request from a member of the Council or of a party before the Council.
- 6.1.3 Regular attendance and engagement at Council meetings and for case work is expected of all members.
- 6.2 Reimbursement and Remuneration
- 6.2.1 Members for whom participation on the Council is not a part of their regular employment or responsibilities (typically, the advocacy and neutral members) shall be eligible for compensation and reimbursement of expenses incurred in attending meetings of the Council and undertaking the work of the Council.
- 6.2.2 Compensation shall be established each year at a daily rate. Based on assignments by the Chair and related projections for a case or project, the Council administrator shall ensure that members are paid according to this policy. The daily rate will be pro-rated by the administrator to reflect partial days down to a quarter-day.
- 6.2.3 Actual and reasonable costs for travel and related expenses shall be reimbursed at prevailing federal rates and rules for the area, in accordance with Council administrative procedures.

7.0 Operations

- 7.1 The Council will operate by consensus in its case activities and in selecting and pursuing advisory activities. Administrative activities and decisions, including hiring, day-to-day operations, administration and oversight of the budget, and assignments of members to cases, are at the discretion of the Chair. In addition, the Chair shall have the responsibility to manage and oversee implementation of Council decisions and policies.
- 7.1.1 When multiple companies are represented on the Council, the Chair shall determine which company member(s) in addition to those of the affected companies, if any, are eligible to participate in consensus case decision.
- 7.1.2 The Council may develop procedures or further definitions to guide the Chair's determinations under this section.
- 7.2 The Council may receive referrals or notice of concerns from any source, including from other site programs. Participating companies agree to cooperate in notifying employees of the availability of the Council's services; and, if the Council requests, facilitate providing information on a website or in other venues in cooperation with the Council.
- 7.3 Upon receipt of a concern, the Council will perform a "triage" examination in order to determine whether or not the concern is within the Council's jurisdiction and whether the Council believes it can be of assistance. The Council may or may not take a case, its decision being based on priorities it may develop from time to time or on resource constraints or other factors.
- 7.4. The Council will determine the most effective way to notify the participating company officials, consistent with the confidentiality and discretion required, in accordance with the provisions of Section 5 of this charter, and consistent with the practicalities of working on the case.
- 7.5 If the Council believes that actions are necessary to stabilize the situation and to prevent further escalation or misunderstanding, the Chair, or an affected participating company member at the request of the Chair, shall notify the president of the affected participating company or otherwise make recommendations for the needed stabilization to be carried out by management.
- 7.5.1 The Council shall have broad discretion in such recommendations, and affected participating companies agree to respond in a timely manner. Council recommendations for stabilization shall be implemented unless they unreasonably interfere with ongoing business needs, in which case the Council and affected participating companies shall cooperate in attempting to find alternative arrangements that meet the stabilization objectives. These may include temporary transfer, changed office location, delay of scheduled evaluation or proposed personnel action, or other temporary alterations in circumstances. The Chair shall be responsible, with the cooperation of affected participating companies, for implementing the intent of the Council's recommendations concerning stabilization consistent with this charter.
- 7.5.2 Where management is required for reasonable business purposes to take action affecting an employee whose case is before the Council, participating companies shall not be precluded from making reasonable job assignments or taking disciplinary action

during the pendency of the matter before the Council. However, it shall, through the president or designee, consult with the Council on a way to achieve the needed business purpose without exacerbating the situation or prejudicing the interest of either side in the case.

- 7.6 The Council may refer employees with concerns to existing processes and provide guidance or resources, but not representation, to assist the employee in making effective use of those processes.
- 7.7 Case management procedures will be developed and maintained as necessary by the Council. These procedures will provide for receiving, addressing, and/or referring significant employee concerns and will include input, triage, assessment, dispute settlement, employee protections, confidentiality safeguards, assistance in implementation, record keeping, and related functions.
- 7.8 Following implementation of the Council's recommendations in each case, the Chair shall schedule a "lessons learned" briefing with the president of the participating company to review with appropriate members and staff the effectiveness of the case resolution process and issues of relevance to the completed case.
- 7.9 The Council shall establish performance indicators related to its purpose and scope and shall periodically conduct a self-assessment in order to improve its effectiveness. Such self-assessment shall be shared with the board of directors.

8.0 Notification and Public Reports

- 8.1 An effective plan for publicizing and familiarizing employees with the Council and its procedures will be developed by the Council, reviewed from time to time, and implemented by the Chair.
- 8.2 The Chair, in consultation with the Council, shall prepare and distribute an annual public report describing the major activities and insights of the previous year.
- 8.3 Employees bringing concerns to the Council will be provided with information specifically describing Council procedures and their rights and obligations under those procedures.
- 8.4 In the interest of effective progress and problem solving, the Chair and a member representing the advocacy perspective shall meet with the presidents of participating companies and Manager(s) of the participating DOE functions at least twice per year to review progress in Council activities and discuss issues and conditions at the site.

9.0 Funding and Other Financial Matters

- 9.1 Resources shall be made available sufficient to carry out the provisions of this charter in a manner that protects the fact and appearance of independence, neutrality, and confidentiality of the Council.

9.1.1 Participating companies will make available designated funds for carrying out the purposes and activities described in this charter and make appropriate arrangements to ensure funds are available to support Council activities. DOE will support participating companies by determining those costs that are allowable under their contracts with DOE.

- 9.1.2 Budgeting, funding, and mechanisms for control of operations expenditures will be developed that ensure the independence of the Council and the confidentiality of Council information and actions, as well as provide for accountability of funds disbursement and compliance with federal requirements.
- 9.1.3 An annual budget for operations and expenses will be prepared by the Chair and approved by the Council. In addition to salary and expenses for the Chair and compensation and expenses for members, the budget may provide, but is not limited to, funding for independent staff, consultants, and legal advice; office space; office equipment; insurance; telecommunications equipment and services; outreach; expenses related to preparation of periodic reports; bookkeeping, accounting, and audits as specified below; travel and other expenses related to case operations; or other work within the scope of the Council.
- 9.1.4 Participating companies may, at the discretion of the Council, provide equipment and furniture.
- 9.1.5 The Council may request supplemental funds where required to fulfill its responsibilities. Such requests will be received and considered in a timely and cooperative manner.
- 9.1.6 The Council may request that participating companies form technical panels and investigative teams or make technical or other personnel available to assist the Council in its work.
- 9.1.7 The Employee Concerns Programs (ECPs) of the participating companies shall assist the Council, to the extent legally permissible and within the constraints of their charters, company policies and contract requirements, in obtaining information, support, and resources from the participating companies, if requested by the Council. The Council will work with the ECPs to develop guidelines for such interactions.
- 9.2 The Council will obtain an annual independent audit from a reputable firm and, in a timely manner, forward it to participating companies, Hanford Challenge and DOE. External audits will be initiated by participating companies or DOE only in the case of allegations of financial wrongdoing by the Council, a member, or staff. In such case, all expenses related to the audit will be an allowable cost, including for the time of staff, members, and the Chair, as well as for any assistance by outside experts or consultants. Confidentiality of case information shall be protected in such instances in accordance with the provisions of Section 5 of this charter.
- 9.3 The Council shall seek continuous improvement in cost and quality of service, consistent with Council mandates and the related requirements of effective case resolution. The Council shall receive an annual briefing on operations and expenses against the budget from the Chair.

10.0 Extension or Termination of the Council

- 10.1 The Council shall operate from the initial effective date of this charter (June 2005) and may be extended by mutual agreement of DOE, participating companies, and Hanford Challenge, who shall mutually review its prospective value. Upon extension, agreed-upon

alterations to this charter may be made. In the event extension is not agreed upon, an orderly transition, respectful of existing cases and ensuring their completion and respectful of staff commitments shall take place.

- 10.2 Unless otherwise agreed, the Council shall be established in contract to operate and be funded, subject to the availability of appropriated funds, eighteen (18) months beyond the discussions with successor contractors. DOE will assist the Council in arranging for initial discussions with successor contractors and will discuss the history and potential benefits of the Council with the successor contractor.
- 10.3 The Council, participating companies, and DOE shall make mutually agreeable arrangements to ensure that employees or those who assist the Council with information on a case are not subject to retaliation in the event the Council ceases to exist.
- 10.3.1 Unless otherwise agreed, such arrangements will include the right of such employees or others referred to in paragraph 10.3 above to trigger the establishment of an arbitration panel to adjudicate any such case that arises within three (3) years of the termination of the Council.
- 10.3.2 Unless otherwise agreed, such arrangements shall include provision for the cost of such panel and the cost of any decision it may render to be reimbursed to the panel or to be provided as directed by the panel.
- 10.3.3 In the event the parties fail to agree on a specific means as contemplated in paragraph 10.3 above, such employees and others referred to in 10.3 above may trigger the arbitration review by notifying the most recent past Chair of the Council, or if the Chair is not available, the neutral member with the longest service at the time of the termination of the Council. Said Chair or, in his or her absence, senior neutral member will carry out the provisions of paragraph 10.3, generally in the manner of this Council's operation, and shall provide a decision within ninety (90) days to be forwarded to DOE. The decision, including reasonable expenses and fees of the panel, will be funded by DOE upon receipt of the decision and an invoice from the Chair or senior neutral member.
- 10.4 In the event of dissolution of the Council, arrangements shall be made to 1) extend for a period of three (3) years professional liability insurance protection equivalent to that in place for Council members and staff during the active life of the Council to cover residual potential liability for actions that occurred during the active life of the Council, 2) to ensure ongoing continuing confidentiality of all information and files, and 3) to inform employees of the provisions regarding their protection and rights in section 10.3.
- 10.5 Nothing in this charter and nothing that results from DOE participation in Council activities shall be construed as a waiver by DOE of any of its contractual rights under its existing contracts or any succeeding contracts with participating companies, including, but not limited to, its right to determine whether costs incurred by participating companies are allowable under the Federal Acquisition Regulations and all applicable supplements thereto, such as the Department of Energy Acquisition Regulations (DEARs). DOE participation in this charter and activities resulting there from are subject to the availability of appropriated funds.

GLOSSARY

alternate member: A person appointed to the Council to assist with Council work, but who is not part of determining consensus or other activities, unless specifically appointed temporarily to do so by the Chair.

board of directors: The board of directors of the Hanford Concerns Council.

collective bargaining provisions: Contracts and practices, including the grievance process, that govern the relationship between the companies and the unions recognized to represent employees of those companies.

consensus: The unanimous agreement of Council members. In urgent or other situations in which it is not possible to convene or reach all or a majority of members eligible to participate in a case or other matter in a timely way, consensus will be defined by unanimous agreement of a quorum that consists of at least one representative from each of the following perspectives: each of the affected participating companies, the advocacy members, the neutral members, and the Chair.

DOE: The Department of Energy management presence at the Hanford Site. Currently, the DOE Office of River Protection (ORP) and Richland Operations Office (RL) are the functions. DOE participation is related to the involvement of one or more of their respective contractors. As participating companies change, the specific DOE function or functions having involvement could change.

designated subcontractors: Companies doing work for participating companies at the Hanford site that are designated to participate in the Hanford Concerns Council process.

eligible employees: Employees of participating companies, including employees of their designated subcontractors, which employees are performing work on Hanford contracts or subcontracts. Eligible employees shall be understood to include employees who have been recently terminated. Managers are included in this definition.

ex-officio members: Members, such as from DOE, who are not directly involved in case work or case decisions. Each DOE function at the site for which there is a contractor that is a participating company on the Hanford Concerns Council will have an ex-officio representative on the Council.

participating companies: The term includes Hanford site companies, subsidiaries, or subcontractors that agree to abide by and participate under this charter, and which have been approved by the Council's board of directors. The initially participating company is CH2M HILL Hanford Group (2005), later joined by Washington Closure Hanford (2008). The Council shall maintain a current list of participating companies.

president: The senior responsible leader of a participating company on the Hanford site, responsible for overseeing a contract or subcontract with DOE at Hanford, whether or not the corporate title is president or other senior title.

presumptive implementation: Participation of all parties in a case is premised upon the assumption that consensus decisions of the Council on employee concerns cases will be implemented by the affected participating companies, unless they are inconsistent with responsibilities of the participating companies as DOE contractors or as employers, contrary to company by-laws, or in violation of company fiduciary or safety responsibilities.

retaliation: An action (including intimidation, threats, restraint, coercion or similar action) taken by a contractor against an employee with respect to employment (e.g., discharge, demotion, or other negative action with respect to the employee's compensation, terms, conditions or privileges of employment) as a result of the employee's disclosure of information, participation in proceedings, or refusal to participate in activities described in § 708.5 of Title 10 of the Code of Federal Regulations.

stabilization: Actions taken to alleviate conditions which the concerned employee and/or involved management regard as threatening to their personal interests, or which in the opinion of the Council threaten to exacerbate the situation.

significant employee concerns: Those matters which raise complex, hard to resolve, or otherwise controversial technical issues; e.g. regarding health, safety, quality, or environmental protection; inappropriate management response to such issues, such as alleged harassment or retaliation; potential injury to workers; and/or potential onsite or offsite impacts.

triage: A means of assigning priorities and specific handling to employee concerns brought to the attention of the Council, based on urgency, relative significance, and such other criteria as may be defined.