

2023 ADDENDUM TO THE USW PTU CBA Rev. 1

The following changes are proposed for incorporation into the 2023 Addendum to the current USW PTU collective bargaining agreement pursuant to the extension of that agreement until January 31, 2025.

1. Amendment to ARTICLE XVI – TERM OF CONTRACT

Section 1 – Effective Date

This Contract shall continue in effect from **12:01 AM August 22, 2023** until **11:59 pm, January 31, 2025**.

Conditions governing a labor agreement beyond this date are subject to the DOE contract work scope and performance requirements of the next Piketon Site contract award provisions, in concert with the requirements of the National Labor Relations Act and other regulatory requirements.

Notwithstanding the above, this Agreement shall be terminable by the Company in the event the Company shall cease operations at the Portsmouth Plant under Contract DE-AC3010CC40017, as amended. Such termination shall be effective immediately upon the giving of written notice thereof to the Union.

Section 2 – Copies of the Final Ratified Agreement shall be sent to the following:

To the Union:

USW
60 Blvd. of the Allies
Pittsburgh, PA 15222

USW
Sub-District 5, Director
United Steelworkers, District 1
13 Triangle Park – Suite 1301
Cincinnati, OH 45246

To the Company:

Fluor-BWXT Portsmouth, LLC
P.O. Box 548
Piketon, Ohio 45661

- 3. Amendment to Article IX- Seniority is attached.**
- 4. Amendment to Article XVII- Wage Rate and Progression is attached.**
- 5. Amendment to Appendix A – Annual Standard Wage Schedule is reflected in the schedules for 2023 and 2024.**

Agreed this date: / /2023

For the Company

For the Union



DATE:

ARTICLE: **ARTICLE IX – SENIORITY**

Section 1 - Definitions

A. Bargaining Unit

Bargaining Unit for purposes of this Agreement refers to the full time, salaried exempt and non-exempt technical and professional employees represented by USW as set forth in Article II, Section 1 of this Contract.

B. Bargaining Unit/ Base Seniority

Bargaining Unit/ Base Seniority is the total length of allowable time an employee has spent in the Bargaining Unit while fulfilling a USW represented position, without regard to classification.

C. Classification Seniority

Classification Seniority is the total length of allowable time an employee has spent in the classification of a technical or professional represented position at the time of organizing vote and continues on as a represented employee. The classification seniority of each employee is his or her position relative to said classification.

Except for those identified by the Site Project Director as being part of a 'mission critical' classification, an employee in the Professional and Technical (P&T) Unit may bid on positions in the hourly D&D bargaining unit but not until the employee has spent at least one year in the classification in which he/she was hired - unless waived by the respective Division Director. Successful bidders will not be released to the new position until the Company has hired a qualified replacement to replace the employee, or up to six (6) months after award, unless an agreement is made between the Company and the Union.

Groups identified as 'mission critical' will be barred from movement. Should the 'mission critical' designation be required, for a new group, the Company will meet to discuss specific provisions and requirements prior to implementation.

Mission Critical Designation for all groups will be suspended through January 31, 2025.

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If an employee in the P&T unit successfully bids to a position in the hourly D&D bargaining unit, his/her core classification becomes the first one occupied in the D&D unit and cannot bid back to the P&T Unit for a period of 1 year. Upon return to the P&T Unit, the employee shall revert to P&T Unit classification seniority attained prior to their departure.

In the event two or more employees have identical bargaining unit seniority, then seniority will be ordered based on the greater seniority being given to the earlier (est.) birth date (mm/dd/yy).

D. Laid Off

An employee is said to be laid off when he or she leaves the Company because of a voluntary or involuntary reduction in force and does not continue active employment with the Company.

E. Classification Recall List

The Classification Recall List is defined as that list on which an employee is placed at the time he or she is either voluntarily or involuntarily laid-off from a classification and does not continue active employment with the Company. The list shall rank employees by classification in order of classification seniority. Individuals shall remain on this list for no longer than three (3) years from the date of layoff. This list is jointly maintained by the Company and the Union.

Section 2 - Company Service Credit

Employees shall receive previous company service credit earned at the Portsmouth Site while employed with other DOE site contractors including, but not limited to, Bechtel Jacobs, Goodyear, Martin Marietta, Lockheed Martin Energy Systems, USEC, LPP, TPMC, WEMS, and UDS for purposes of severance and vacation, provided that such service credit is in effect at the time of a formal Company offer of employment. If any benefit has been liquidated, based upon such former service, that service shall not be allowed as credited service by the Company for purposes of severance or vacation. Company Service Credit as defined and described in this article and section does not apply to pension eligibility. Pension eligibility is dealt with in the pension plan documents.

An employee's continuous service with the Company shall consist of the time actually spent on the payroll, plus properly approved absences from work, to be determined under the following rules:

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A. Leave of Absence

When an employee is on a leave of absence granted by the Company, his/her service shall be considered as continuous without any deductions if the absence does not exceed one year. However, service shall be considered as continuous without any deductions for employees on leave of absence for:

1. Occupational Disability;
2. Non-occupational Disability;
3. Union official on full-time international status;

B. Military Service

An employee who leaves the employment of the Company to enter military service, either by voluntary enlistment or by induction under the Selective Service System, shall be reinstated under the provisions of applicable Federal Statutes, upon application within the designated period of time following honorable or general discharge, provided he/she qualifies under the seniority rules and is physically capable of performing the work required. Upon reinstatement, such employee shall be given credit for continuous service from the time he/she left the employment of the Company to enter military service to the date of reinstatement.

C. Laid-Off: Service Credited

A laid-off employee shall accumulate service for a period of time equal to his/her continuous service at the time of layoff, but not to exceed two (2) years for any single period of layoff. A laid-off employee will have recall rights for three (3) years. If a laid-off employee is recalled, he/she shall be credited with the accumulated service.

D. Loss of Service

An employee shall lose continuous service when he/she is discharged, released, resigns, retires, accepts layoff without recall rights, is on continuous layoff for more than three (3) years from date of layoff, or when he/she is on the recall listing, but not on the active payroll and declines or fails to report or make satisfactory arrangements within fourteen (14) calendar days after being notified of a recall. If such employee is later rehired, he/she shall be considered a new employee and continuous service shall date from the date of most recent hire.

Section 3 - Probationary Period

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A non-FBP employee new to the classification shall be considered a probationary employee for the first 180 calendar days and at the end of that period, if he/she is retained, the employee's name will be placed on the Seniority List and the employee's seniority shall reflect all allowable seniority as defined in this Contract. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.

Section 4 - Reduction in Force/Recall

When a reduction-in-force is to be made in a job classification, the employee having the least amount of classification seniority within the affected job classification shall be laid-off first. However, if the displaced employee has classification seniority, then such employee may bump back to his/her base classification provided that they have more classification seniority than other employees in that classification.

In the event of a layoff, the Union will be notified prior to the layoff and will be given a list of names of employees who are to be laid-off.

The Company and Union will establish a recall listing of laid-off employees in each job classification. Recall shall be in seniority order of those laid off from the classification in which the vacancy exists.

Section 5 - Filling Vacancies/Bidding Process

A. Filling Permanent Vacancies (Within P&T Unit)

1. When a vacancy exists, the vacancy first will be offered to Fluor-BWXT Portsmouth LLC USW-represented employees laid off from the job classification in which the vacancy exists and who are on the Classification Recall List for the job classification in which the vacancy exists. Recall shall be in order of classification seniority.
2. If a vacancy is not filled under subsection (1) of this Section, then FBP shall offer FBP USW-represented employees the opportunity to bid for this job opening. The Company shall post a notice designating the job classification, qualification, and pay rates for seven (7) calendar days of the Company bulletin boards. An FBP USW-represented employee may sign the posting indicating their intent to be considered for the opening. The most senior qualified employee, as determined by the Company, and who has signed the posting shall be moved into the vacancy.
3. An employee who has been awarded a permanent vacancy shall be transferred as soon as possible.
4. An employee who has been awarded a permanent vacancy shall be required to accept the vacancy.

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5. If the company determines that there are no qualified candidates for the vacancy, then the vacancy may be filled with an external fulltime hire or augment the existing staff with a subcontract employee.
6. If the successful bidder, from subsection 1 or 2 of this Section, fails to qualify after 180 days, per the evaluation by the cognizant supervisor, he/she will return to his/her former classification and be excluded from future bids to the new classification.

Section 6 - Notification for Recall

- A. An employee shall be considered to be notified of a recall opportunity when an offer of recall has been sent by the Company via registered mail or overnight express mail to the most recent address as recorded in the HR/Labor Relations Department. Individuals shall be responsible for informing the HR/Labor Relations Department of their current address. Failure to inform the HR/Labor Relations Department will relieve the Company from any responsibility if notification is not received due to an improper address. Copies of letters to recalled individuals will be mailed to the Union President at the same time such notice of recall opportunity was sent by registered mail or overnight express mail to recalled individuals.
- B. Individuals shall respond to and make mutually satisfactory arrangements within fourteen (14) calendar days after the first attempt of the delivery of such a recall opportunity letter. In the event that a recall opportunity notice is delivered, but no response is received within fourteen (14) calendar days, the Union shall be notified by the Company and provided three (3) additional calendar days to assist in making contact with such individual.

Section 7 – Security Clearance Requirement

As a Federal DOE contractor FBP has a responsibility to properly and efficiently submit for processing DOE security clearance applications for FBP positions requiring clearances. Obtaining a DOE security clearance within one year and maintaining that clearance to work in these positions is a condition of employment. The employee must provide all the clearance application paperwork per the prescribed time frames to assure timely approval. If an employee is unable to acquire a DOE security clearance in one year, or has a security clearance suspended by DOE, he/she may be temporarily reassigned for up to six (6) months, if a position is available. If no positions are available, the employee will be placed on an unpaid suspension of up to one (1) year to permit time to pursue an appeals process or otherwise have the issue successfully resolved. If the security clearance is obtained or reinstated during that period the employee shall return to his/her former position, if it still exists. If the security clearance situation is not resolved, i.e. obtained or reinstated, within one year FBP may terminate the employment of the individual.

The Company shall provide assistance to ensure that the worker is provided every opportunity to use the DOE security clearance appeals process.

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DATE:

ARTICLE: **ARTICLE XVII – WAGE RATE AND PROGRESSION**

Section 1 – Wage Rates

The classification wage rate tables are contained in Appendix A for each classification in the P&T Unit. For completeness, annual classification rates in addition to the corresponding hourly rates, rounded to two decimal places are listed for all established classifications, even though there may not be an incumbent in the classification.

Section 2 –Annual General Wage Increase (GWI)

Incumbent employees, as of the respective annual effectivity dates, shall receive the annual percentage increases per the following schedule under the following conditions:

- ~~Employees may not receive any combination of wage increase/lump sum, and/or promotional increase amount totaling more than \$10,000 in any calendar year.~~
- Those employees who are at or above the rate for their classification, are considered “red-circled”, and will receive a lump sum payment, not added to base hourly rate, equal to the GWI percentage of their current salary until they are below the classification rate and eligible for an annual GWI to their base hourly rate.
- In cases where an employee is below, but near the classification rate, he/she will receive a portion of the annual increase added to their base annual rate to reach the annual classification rate, and the remainder in the form of a lump sum payment.
- ~~The GWI for the Unit standard rates for 2022 will be 4%, for all classifications excluding the Environmental Science Technicians, retroactive to August 21, 2022.~~
- ~~Provisions for wage increases – Environmental Science Technician job family
 - ~~Since this newly accreted group was recognized in 2022, after the FY22 annual merit increases, only group members currently below the established 2022 standard rate will receive an equity increase bringing them to the standard rate.~~~~

Section 3 –Promotion to a Higher Classification

There is no automatic movement to a higher classification within the job family based upon seniority. Promotion to the next level is contingent upon successful completion and demonstration of competency/qualification for the next level. Competency standards are defined by management in specified qual plans for the specific classification, and summarized in Appendices B, C, D, E, F, and G of this Agreement.

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Section 4 – Promotional Increases

Promotional increases will be paid at the time of promotion and increase the base wage rate.

No promotional increases will be made to employees who are above the classification wage rate to which they are being promoted. There will be no lump sum promotional increases.

Employees promoted in some classifications/job families may receive multiple promotional increase payment increments before reaching the full rate for the classification due to the annual increase limit of \$10,000. In such cases the subsequent promotional increase payments will be made annually on the anniversary date of the promotion.

For promotional increases spanning more than the year of the promotion due to the \$10,000 limit, the GWI will first be calculated based upon the current year's classification salary and then supplemented by the remaining promotional increase payment increments up to the annual limit in years after the promotion.

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DATE: Company Proposal Rev. 1
10/24/2023 Company Proposal Rev. 0

APPENDIX A – ANNUAL STANDARD WAGE SCHEDULE

APPENDIX A – P&T UNIT ANNUAL WAGE SCHEDULE

CLASSIFICATION	Annual Standard Wage Rates by Classification ¹			
	2021	2022	2023	2024
Buyer I	58,284	60,615	63,646	66,828
Buyer II	65,141	67,747	71,134	74,691
Buyer, Sr.	70,611	73,435	77,107	80,962
IH Respirator Tech	48,491	50,431	52,953	55,600
IH Tech, Jr.	53,362	55,497	58,272	61,185
IH Tech, Sr.	59,636	62,021	65,122	68,378
IH Tech, Lead	65,909	68,545	71,972	75,571
IH Associate	72,436	75,333	79,100	83,055
NDA Tech	54,570	56,753	59,591	62,570
NDA Tech Sr.	66,306	68,958	72,406	76,026
NDA Tech, Lead	71,281	74,132	77,839	81,731
NDA Specialist I	68,864	71,619	75,200	78,960
NDA Specialist II	74,603	77,587	81,466	85,540
NDA Specialist III	80,342	83,556	87,734	92,120
NDA Specialist, Sr.	86,080	89,523	93,999	98,699
NDA Specialist, Lead	91,817	95,490	100,265	105,278
Rad Control Tech, Jr.	49,189	51,157	53,715	56,401
Rad Control Tech, Sr.	68,318	71,051	74,604	78,334
Rad Control Tech, Lead	78,046	81,168	85,226	89,488
Work Control Planner I	65,944	68,582	72,011	75,612
Work Control Planner II	78,796	81,948	86,045	90,348
Work Control Planner III	89,140	92,706	97,341	102,208
Env Science Technician I	N/A	43,628	45,809	48,100
Env Science Technician II	N/A	54,674	57,408	60,278
Env Science Technician III	N/A	61,360	64,428	67,649

¹ No combination of an individual's annual wage increase/lump sum plus promotional increase may exceed \$10,000 in one calendar year. Therefore promotions in some classifications/job families may result in multiple annual increases before reaching the new higher rate. Promotional increase payments spanning more than one year will be paid annually on the anniversary date of the promotion. Employees exceeding the annual standard rate for their specific classification will be paid



5% of their current salary in a Lump Sum. Env Science Techs below the 2022 standard rate in the table will receive an equity increase to that rate in 2022. no increases will be paid to Env Science Techs above the 2022 standard rate.

APPENDIX A – P&T UNIT HOURLY RATE WAGE SCHEDULE				
CLASSIFICATION	Hourly Wage Rates by Classification¹			
	2021	2022	2023	2024
Buyer I	28.02	29.14	30.60	32.13
Buyer II	31.32	32.57	34.20	35.91
Buyer, Sr.	33.95	35.31	37.07	38.92
IH Respirator Tech	23.31	24.25	25.46	26.73
IH Tech, Jr.	25.66	26.68	28.02	29.42
IH Tech, Sr.	28.67	29.82	31.31	32.87
IH Tech, Lead	31.69	32.95	34.60	36.33
IH Associate	34.83	36.22	38.03	39.93
NDA Tech	26.24	27.29	28.65	30.08
NDA Tech Sr.	31.88	33.15	34.81	36.55
NDA Tech, Lead	34.27	35.64	37.42	39.29
NDA Specialist I	33.11	34.43	36.15	37.96
NDA Specialist II	35.87	37.3	39.17	41.12
NDA Specialist III	38.63	40.17	42.18	44.29
NDA Specialist, Sr.	41.38	43.04	45.19	47.45
NDA Specialist, Lead	44.14	45.91	48.20	50.61
Rad Control Tech, Jr.	23.65	24.59	25.82	27.12
Rad Control Tech, Sr.	32.85	34.16	35.87	37.66
Rad Control Tech, Lead	37.52	39.02	40.97	43.02
Work Control Planner I	31.70	32.97	34.62	36.35
Work Control Planner II	37.88	39.4	41.37	43.44
Work Control Planner III	42.86	44.57	46.80	49.14
Env Science Technician I	N/A	20.98	22.02	23.12
Env Science Technician II	N/A	26.29	27.60	28.98
Env Science Technician III	N/A	29.50	30.98	32.52

¹ Hourly rates rounded to 2 digits

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