

**USW Professional and Technical Unit**

November 21, 2024

Fluor-BWXT Portsmouth LLC and the USW, Local 689-06 (Union), agree as follows P&T Unit Collective Bargaining Agreement (CBA).

1. The parties agree to amend the P&T Unit Collective Bargaining Agreement as reflected on Exhibit 1, which will replace the existing Article XI- Hours of Work in the PTU Collective Bargaining Agreement.
2. The USW agrees to and hereby does withdraw the following grievances with prejudice:
  - P&T-GEN-0104-17- Removal of Telework for Buyers
  - P&T-GEN-0105-17- Change in Telework Policy for Buyers
3. The parties agree to withdraw the "Interpretation Standard Holiday Weeks for 10-Hour Shift P&T Unit Employees" letter dated 5/31/2018.

**CORY HICKS**  
**(Affiliate)**

Digitally signed by CORY  
HICKS (Affiliate)  
Date: 2024.11.21 15:28:50  
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Cory Hicks  
On behalf of Fluor BWXT Portsmouth LLC



Herman Potter, President  
USW Local 689

 11/25/24  
Creshanna Williams, Unit President  
USW Local 689

ARTICLE XI - HOURS OF WORK

**Section 1 - Definitions**

- A. Workday - The 24-hour period beginning at 00:00.
- B. Workweek - The 7-day period beginning at 00:00 Monday.
- C. Seventh (7th) Consecutive Day - The 7th consecutive workday in the workweek (i.e., the 24-hour period beginning at 12:00 midnight on Saturday).
- D. Working Schedule - The hours of shifts to be worked by employees and the day or days on which such shifts are to be worked.
- E. Common Shifts - Management may establish shifts and assign employees to these shifts as necessary in terms, consistent with this Article. The most common shifts for the bargaining unit employees will be consistent with providing the necessary support for the respective operating and project work units. These shifts include, but are not limited to:
  - 1. Normal 12 hour rotating shifts are 7AM to 7PM and 7PM to 7AM
  - 2. Normal day shift hours for 10 hours shifts include start and end times between 6:30 AM and 5:30 PM.
  - 3. Normal 8 hours shifts include 7 AM to 3:30 PM and 8 AM to 4:30 PM.

Additionally, management may assign employees to other shifts to meet operational or project needs. Employees will be notified consistent with the provisions of item G in this Article.

- F. Staggered Shifts - The Company may stagger starting and stopping times within a shift for efficiency of operations and project support.
- G. Notification of Change - The Union shall be notified in advance when possible, of any extended change in the present working schedule. However, the provisions of this Contract shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week or pay in lieu thereof, nor a limitation on, the maximum hours per day or per week which may be required to meeting required conditions except for item H in this Section
- H. Limitations of Hours. FBP employees are limited to work and be paid for no more than 16 hours in any 24-hour period, no more than 26 hours in any 48-hour period, and no more than 72 hours in any 7-day period, excluding shift turnover (except during an emergency).
- I. Wash-up/Clothes Change – All employees shall be ready to work at the start of their shift. Employees assigned to jobs where coveralls are required will be allowed sufficient time, in most cases not to exceed eighteen (18) minutes, for wash-up and/or clothes change activity to be taken at the end of the shift unless otherwise permitted.

**Section 2 - Standard Workday-Workweek**

A standard day's work may consist of eight (8), ten (10), or twelve (12) hours worked within a workday, depending upon the shift assigned. A standard week's work shall consist of a combination of standard day's work within a workweek amounting to a total of 40 hours.

- 1. The starting time and quitting time will be decided by the Manager.
- 2. The standard daily shift hours of 8, 10 or 12 hours will be straight time, with no shift differential or meal allowance. Any time worked after the day's standard shift hours will be paid in accordance with Section 3 of this Article.

3. Full day vacations will be paid and charged in eight (8), ten (10), or twelve (12) hour increments, depending upon scheduled days. (No intent to change vacation hour's entitlement.) Partial days vacations (PTO) may be taken in one-half (0.5) hour increments regardless of schedule.

4. When a week with a scheduled holiday occurs, each employee will be paid holiday pay, at the employee's regular straight time rate, based on the employee's established work schedule (for eight (8), ten (10), or twelve (12) hours) of holiday pay, depending upon their shift assigned. Those scheduled on a ten (10)-hour shift work a new modified holiday schedule will be changed to two (2) 10-hour shifts, one (1) 12-hour shift and 8-hours holiday pay, all paid at straight time.

When a week with two (2) scheduled holidays occur, those scheduled on a ten (10)-hour shift shall work a new modified holiday schedule which will be changed to two (2) 12-hour shifts and two (2) 8-hour holiday pay days, all paid at the straight time rate.

An employee working a regularly scheduled 12-hour shift on a holiday will receive a paid lunch.

Should there be an operational or maintenance need, the Company reserves the right to revert back to an eight (8) hour holiday schedule for which written notification will be provided to the USW from FBP Labor Relations one week prior to the affected holiday week.

- 4.5. Night shift differential will be paid for hours worked between 7:00 p.m. and 7:00 a.m. Monday through Friday. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m. Weekend shift differential is paid for Saturday and Sunday shifts but is not additive to the night shift differential.

### Section 3 - Overtime or Premium Payments

#### A. Overtime Compensation

1. Exempt. A salaried exempt technical or professional employee shall receive additional compensation for overtime hours worked beyond forty (40) hours a week and shall be paid at the straight time rate of one (1) times base hourly rate of pay.

When an employee works on a holiday, the employee will be paid at the employee's regular straight time rate of pay for the hours worked, in addition to the holiday pay provided in Section 2.4. Hours worked on a Holiday will be paid up to a maximum of 8 hours at straight time in addition to the normal Holiday pay.

For purposes of overtime payment, the hourly rate computation for salaried employees is derived by dividing the employee's annual salary by 2080 hours.

If a salaried exempt employee is unable to work their entire day according to their approved work schedule, they are expected to make up time during the same work week, when possible. This requires Supervisor's approval, must be work that is value-added, and supervision is provided, when needed. PTO should be used if hours cannot be made up.

2. Non-exempt. A non-exempt technical or professional employee shall be paid at the rate of one and one-half (1½) times base hourly rate of pay for all hours worked in excess of 40 hours within the workweek.

Once the employee has worked in excess of 40 hours within the workweek, Overtime hours worked on the 5<sup>th</sup> and 6<sup>th</sup> consecutive days in a work week will be paid at the one and one-half

(1 ½) time base rate. Overtime hours worked on the 7<sup>th</sup> consecutive day will be paid at two (2) times the base rate.

Hours worked on a holiday will be paid holiday pay at the straight time rate plus straight time pay for all hours worked up to his/her scheduled shift (i.e. eight (8), ten (10) or twelve (12) hours). Hours worked beyond the scheduled holiday shift hours will be paid at the straight time hourly rate until the weekly hours worked exceeds forty (40), which will invoke the time and one-half (1 1/2) hourly rate.

3. Exempt and Non-exempt. Overtime must be scheduled and approved in advance by management. Overtime worked without approval may result in disciplinary action.

For purposes of computing overtime hours, the following absences are considered as hours worked:

- Jury duty leave
- Holidays
- Travel during standard work hours
- Business travel hours outside of standard working hours by nonexempt employees is considered as time worked as defined by Fair Labor Standards Act (FLSA).
- Company-sponsored or required training programs where employee attendance is mandatory

For purposes of computing overtime hours, the following absences are not considered as hours worked:

- Paid Time Off
- Bereavement Leave
- Illness (e.g., hours on short-term/long-term disability)
- Facility closure days for natural and civil emergencies
- Other employee time that does not qualify as hours worked under the applicable local, state or federal laws

A meal allowance will be paid to employees working overtime 4 hours or more after their scheduled shift.

#### **Section 4 - Holidays**

##### **A. Twelve Holidays**

The following holidays shall be observed: New Year's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, an additional holiday which shall be the day related to Independence Day, Labor Day, Columbus Day, Thanksgiving, the day after Thanksgiving, Christmas, and a day related to Christmas. The additional holiday shall be observed on a day Monday through Friday as mutually determined. An employee may take either Martin Luther King, Jr.'s birthday or the holiday related to Independence Day as his/her twelfth holiday.

Designation of the holiday to be taken must be given to appropriate supervision by the end of December, proceeding the calendar year during which holidays are to be observed.

Martin Luther King, Jr.'s birthday is observed on the third Monday in January.