



USW D&D-FBP CBA Negotiations

Company's Last, Best and Final Offer August 12, 2024

The Company hereby provides the following last, best, and final offer. The Company believes this offer addresses the issues and requires that this offer be supported by the full Union Committee and be put to a ratification vote on or before August 30, 2024.

Note that ALL the following provisions are conditioned upon ratification of the CBA on the first vote. Failure to gain ratification by that date will result in this offer being revised or withdrawn.

1. The existing collective bargaining agreement will be extended until March 27, 2026.
2. The wages, as noted in Appendix A – Wage Schedule of the CBA Addendum, will be increased 4% and will be effective upon ratification, retroactive to April 1, 2024. Additionally, a general wage increase of 1% will be effective March 24, 2025.
3. The final offer includes the following Articles and their respective revisions to be incorporated into the ratified collective bargaining agreement:
 - Contract Introduction- TA 8/8/24
 - Article I- Contract Scope- TA 8/8/24
 - Article II- Recognition- TA 8/8/24
 - Article III- Union Security and Deduction of Dues- TA 8/8/24
 - Article IV- Management Clause- TA 8/8/24
 - Article V- Continuity of Operation- TA 8/8/24
 - Article VI- Protective Security- TA 8/8/24
 - Article VII- Grievance Procedure- TA 8/8/24
 - Article VIII- Seniority- TA 8/8/24
 - Article IX- Leave of Absence- TA 8/8/24
 - Article X- Hours of Work, 8/12/24 R0, TA 8/12/24
 - Article XI- Wages- 8/12/24 R0, TA 8/12/24
 - Article XII- Layoff Allowance- TA 8/8/24
 - Article XIII- Paid Time Off- TA 8/8/24
 - Article XIV- Health and Safety- TA 8/8/24
 - Article XV- Job Descriptions- TA 8/8/24
 - Article XVI- Miscellaneous- TA 8/8/24
 - Article XVII- Benefits, 8/8/24 R0, TA 8/8/24
 - Article XVIII- Term of Contract- 8/12/24 R0, TA 8/12/24
 - Appendix A- Wage Schedule- 8/12/24 R2
 - Appendix B- USW Shift Scheduled Code Descriptions- 8/12/24 R1
 - Appendix C- COLA- 8/12/24 R0, TA 8/12/24



4. The parties agree the current MOAs/MOUs/Letter of Clarifications, agreed upon since the last ratification, have been incorporated into the CBA as follows:
 - Work Jurisdiction- Creation of CDM/Ground Water Treatment Operator 1st & 2nd Class dated 4/21/21- Appendix A, Wage Schedule
 - Memorandum of Agreement- Full Time Union Officers, Committeepersons, and Health & Safety Reps Returning to a Classification dated 8/14/19- Article VIII, Seniority, Section (6)(B)
 - Work Jurisdiction- Consolidation of Sign Painter & Painter Classifications into Two New Classifications dated 8/14/19- Appendix A, Wage Schedule
 - Joint Classification Committee- Combination of Carpenter and Mason dated 12/19/17- Appendix A, Wage Schedule

5. The parties agree the current MOAs/MOUs/Letter of Clarifications, agreed upon since the last ratification, will remain in effect as follows:
 - Letter of Clarification- D&D Unit Involuntary Reduction-In-Force Process dated 2/2/23
 - Letter of Clarification- Bidding Rights for Project Workers dated 1/17/22
 - Memorandum of Agreement- Fire Department 12 Hour Day Shift (II Shift) dated 3/19/2020
 - Letter of Clarification- Enhanced LWOP Policy Implementation dated 4/25/19
 - Memorandum of Agreement- Expanded Responsibilities and Conditions for USW Represented Employees Escorting Uncleared FBP & Subcontract Staff dated 5/7/18
 - Memorandum of Agreement- Fire Protection Services Fitness Qualification Program
 - Fire Protection Services Fitness Qualification Program dated 9/26/18

6. The parties agree to withdraw the following MOA/MOU(s):
 - Mandated COVID Vaccinations dated 11/3/21


7. The Company agrees to post Janitor white bids in response to the USW's 7/18/2024 request.

8. The Company and Union agree to discuss the terms and conditions of implementing a lump sum incentive, to be determined by the Company, for USW D&D Safety Advocates who participate in the program by leading a Safety Work Group via MOA.

9. A one-time signing bonus of \$1,000, less taxes, contingent upon immediate acceptance of this offer and ratification on the first vote but no later than August 30, 2024, will be provided to each active member of the Unit within 30 days of ratification, in appreciation of the good faith bargaining process that has resulted in this collective bargaining agreement for the Unit.

Agreed

August 12, 2024



Ron Lee, Sr. Director
Labor Relations
Fluor-BWXT
Portsmouth



Herman Potter,
President USW
Local 689



DATE: August 12, 2024- Company Proposal Rev 1
August 12, 2024- Company Proposal Rev 0

Appendix B – FBP USW Shift Schedule Code Descriptions

FBP USW Shift Code Descriptions				
Shift Code	Shift Description	Time	Military Time	Days
A	Days	6:30am-3:00pm	6.5-15.0	Monday-Friday
B	12 Hour Days w/Shift Overlap (Rotating with C shift, if applicable)	6:48am-7:00pm	6.8-19.0 (12.2 hrs)	Monday-Thursday
C	12 Hour Nights w/Shift Overlap (Rotating with B shift, if applicable)	6:48pm-7:00am	18.8-7.0 (12.2 hrs)	Monday (Sun Nite)-Thursday
B1	12 Hour Days No Shift Overlap (Rotating with C1 shift, if applicable)	7:00am-7:00pm	7.0-19.0	Monday-Thursday
C1	12 Hour Nights No Shift Overlap (Rotating with B1 shift, if applicable)	7:00pm-7:00am	19-7.0	Monday (Sun Nite)-Thursday
D	10 Hour Nights	10:00pm-8:30am	22.0-8.5	Monday (Sun Nite)-Thursday
E	Afternoons	4:00pm-Midnight	16.0-24.0	Monday-Friday
F	2 Afternoons / 2 Days	2:00pm-Midnight 7:00am- 5:00pm	14.0-24.0 7.0-17.0	Monday & Tuesday Saturday & Sunday
G	4-10-hour days	6:30am-5:00pm	6.5-17.0	Monday-Thursday
H	4-10-hour days	6:30am-5:00pm	6.5-17.0	Tuesday-Friday
I	Days w/ Shift Overlap	6:48am-3:00pm	6.8-15.0 (8.2 hrs)	Monday-Friday
J	12 Hour Days w/ Shift Overlap	6:48am-7:00pm	6.8-19.0 (12.2 hrs)	Tuesday-Friday
K	4-10 Hour Days	6:30am-5:00pm	6.5-17.0	Monday-Thursday or Tuesday-Friday (Alternates w/ L Shift)
L	4-10 Hour Days	6:30am-5:00pm	6.5-17.0	Monday-Thursday or Tuesday-Friday (Alternates w/ K Shift)
M	Days	8:00am-4:00pm	8.0-16.0	Monday-Friday
N	Midnights	12:00am-8:00am	0.0-8.0	Monday-Friday
O	Days	7:30am-4:00pm	7.5-16.0	Monday-Friday
P	Rotating (5/days/3 Shifts) w/ Shift Overlap (8.2hrs)	2:48am-11:00pm 6:48am-3:00pm 10:48pm-7:00am	14.8-23.0 6.8-15.0 22.8-7.0	Monday-Friday
Q	12 Hour Days	6:42am-7:18pm	6.7-19.3	Monday-Thursday
R	5 Days	8:00am-4:00pm	8.0-16.0	Tuesday-Saturday
S	5 Days W/ Shift Overlap	6:48am-3:00pm	6.8-15.0 (8.2 hrs)	Monday-Friday
T	Relief Shift (8 or 12 hrs)	7:00am-3:00pm	7.0-15.0	Monday-Friday
U	Days w/ Paid Lunch	7:00am-3:00pm	7.0-15.0	Monday-Friday
V	12 Hour Days	6:42am-7:18pm	6.7-19.3	Tuesday-Friday
W	Rotating (12 hr Shift) w/ shift and shower (12.6 hrs)	6:42am-7:18pm 6:42pm-7:18am	6.7-19.3 or 18.7-7.3	
X	Rotating (8 hr Shift)	8:00am-4:00pm 4:00pm-12:00am 12:00am-8:00am	8.0-16.0 16.0-24.0 0.0-8.0	Monday-Friday
Y	Rotating (8 hr Shift)	8:00am-4:00pm 4:00pm-12:00am 12:00am-8:00am	8.0-16.0 16.0-24.0 0.0-8.0	Monday-Friday

FOR THE COMPANY:

FOR THE UNION:

2024 FBP USW Negotiations- D&D Unit
Tentative Agreement



Z	Rotating (8 hr Shift)	8:00am-4:00pm 4:00pm-12:00am 12:00am-8:00am	8.0-16.0 16.0-24.0 0.0-8.0	Monday-Friday
0	AA – Rotating 12 Hour Shift Schedule -No Shift Overlap	7:00am-7:00pm 7:00pm-7:00am	7.0-19.0 or 19.0-7.0	
1	BB – Rotating 12 Hour Shift Schedule -No Shift Overlap	7:00am-7:00pm 7:00pm-7:00am	7.0-19.0 or 19.0-7.0	
2	CC – Rotating 12 Hour Shift Schedule -No Shift Overlap	7:00am-7:00pm 7:00pm-7:00am	7.0-19.0 or 19.0-7.0	
3	DD – Rotating 12 Hour Shift Schedule -No Shift Overlap	7:00am-7:00pm 7:00pm-7:00am	7.0-19.0 or 19.0-7.0	
4	AA – Rotating 12 Hour Shift Schedule w/ Shift Overlap	6:48am-7:00pm 6:48pm-7:00am	6.8-19.0 or 18.8-7.0	

Appendix B – FBP USW Shift Schedule Code Descriptions

Shift Code	Shift Description	Time	Military Time	Days
5	BB – Rotating 12 Hour Shift Schedule w/ Shift Overlap	6:48am-7:00pm 6:48pm-7:00am	6.8-19.0 or 18.8-7.0	
6	CC – Rotating 12 Hour Shift Schedule w/ Shift Overlap	6:48am-7:00pm 6:48pm-7:00am	6.8-19.0 or 18.8-7.0	
7	DD – Rotating 12 Hour Shift Schedule w/ Shift Overlap	6:48am-7:00pm 6:48pm-7:00am	6.8-19.0 or 18.8-7.0 (12.2 hrs)	
8	4-10 Hour Days	7:00am-5:30pm	7.0-17.5	Monday-Thursday
9	Days	7:00am-3:00pm	7.0-15.0	Monday-Wednesday, Saturday, Sunday
II	Fire Department Specific Shift: Monday thru Thursday Dayshift w/Shift Overlap	Three days 6:48am-7:00pm and one day with a schedule of 6:48am-11:00am	Three days: 6.8-19.0 and 6.8-11.0	Monday-Thursday

FOR THE COMPANY:

FOR THE UNION:

Classifications	2023 Rates reflect a 2% Increase					2024 Rates reflect a 3% Increase					2025 Rates reflect a 3.5% Increase				
	Rate 2023	Rate 2023	13 Wks	26 Wks	39 Wks	Rate 2024	Rate 2024	13 Wks	26 Wks	39 Wks	Rate 2025	Rate 2025	13 Wks	26 Wks	39 Wks
Assistant Boiler Operator	\$ 26,646	\$ 26,646	\$ 26,646	\$ 26,646	\$ 26,646	\$ 27,701	\$ 27,701	\$ 27,701	\$ 27,701	\$ 27,701	\$ 28,756	\$ 28,756	\$ 28,756	\$ 28,756	\$ 28,756
Boiler Operator	\$ 28,442	\$ 28,442	\$ 28,442	\$ 28,442	\$ 28,442	\$ 29,580	\$ 29,580	\$ 29,580	\$ 29,580	\$ 29,580	\$ 30,717	\$ 30,717	\$ 30,717	\$ 30,717	\$ 30,717
Boiler-Mechanic	\$ 29,072	\$ 29,072	\$ 29,072	\$ 29,072	\$ 29,072	\$ 30,235	\$ 30,235	\$ 30,235	\$ 30,235	\$ 30,235	\$ 31,398	\$ 31,398	\$ 31,398	\$ 31,398	\$ 31,398
CON Operator / GWT 1st Class	\$ 30,245	\$ 30,245	\$ 30,245	\$ 30,245	\$ 30,245	\$ 31,455	\$ 31,455	\$ 31,455	\$ 31,455	\$ 31,455	\$ 32,670	\$ 32,670	\$ 32,670	\$ 32,670	\$ 32,670
CON Operator / GWT 2nd Class	\$ 25,353	\$ 25,353	\$ 25,353	\$ 25,353	\$ 25,353	\$ 26,383	\$ 26,383	\$ 26,383	\$ 26,383	\$ 26,383	\$ 27,438	\$ 27,438	\$ 27,438	\$ 27,438	\$ 27,438
General Operator	\$ 29,328	\$ 29,328	\$ 29,328	\$ 29,328	\$ 29,328	\$ 30,709	\$ 30,709	\$ 30,709	\$ 30,709	\$ 30,709	\$ 32,080	\$ 32,080	\$ 32,080	\$ 32,080	\$ 32,080
General Operator Tr	\$ 25,526	\$ 25,526	\$ 25,526	\$ 25,526	\$ 25,526	\$ 26,547	\$ 26,547	\$ 26,547	\$ 26,547	\$ 26,547	\$ 27,568	\$ 27,568	\$ 27,568	\$ 27,568	\$ 27,568
Coal Handling Machine Operator	\$ 25,526	\$ 25,526	\$ 25,526	\$ 25,526	\$ 25,526	\$ 26,547	\$ 26,547	\$ 26,547	\$ 26,547	\$ 26,547	\$ 27,568	\$ 27,568	\$ 27,568	\$ 27,568	\$ 27,568
CON Worker I	\$ 30,505	\$ 30,505	\$ 30,505	\$ 30,505	\$ 30,505	\$ 31,725	\$ 31,725	\$ 31,725	\$ 31,725	\$ 31,725	\$ 32,945	\$ 32,945	\$ 32,945	\$ 32,945	\$ 32,945
CON Worker II	\$ 30,505	\$ 30,505	\$ 30,505	\$ 30,505	\$ 30,505	\$ 31,725	\$ 31,725	\$ 31,725	\$ 31,725	\$ 31,725	\$ 32,945	\$ 32,945	\$ 32,945	\$ 32,945	\$ 32,945
Distribution & Inspection Operator	\$ 29,528	\$ 29,528	\$ 29,528	\$ 29,528	\$ 29,528	\$ 30,709	\$ 30,709	\$ 30,709	\$ 30,709	\$ 30,709	\$ 31,890	\$ 31,890	\$ 31,890	\$ 31,890	\$ 31,890
Electrician 1st Class	\$ 30,272	\$ 30,272	\$ 30,272	\$ 30,272	\$ 30,272	\$ 31,493	\$ 31,493	\$ 31,493	\$ 31,493	\$ 31,493	\$ 32,714	\$ 32,714	\$ 32,714	\$ 32,714	\$ 32,714
Electrician 2nd Class	\$ 26,636	\$ 26,636	\$ 26,636	\$ 26,636	\$ 26,636	\$ 27,701	\$ 27,701	\$ 27,701	\$ 27,701	\$ 27,701	\$ 28,756	\$ 28,756	\$ 28,756	\$ 28,756	\$ 28,756
Electrician Mechanical 1st Class	\$ 29,740	\$ 29,740	\$ 29,740	\$ 29,740	\$ 29,740	\$ 30,930	\$ 30,930	\$ 30,930	\$ 30,930	\$ 30,930	\$ 32,120	\$ 32,120	\$ 32,120	\$ 32,120	\$ 32,120
Electrician Mechanical 2nd Class	\$ 27,031	\$ 27,031	\$ 27,031	\$ 27,031	\$ 27,031	\$ 28,112	\$ 28,112	\$ 28,112	\$ 28,112	\$ 28,112	\$ 29,193	\$ 29,193	\$ 29,193	\$ 29,193	\$ 29,193
Fire Protection EMT	\$ 28,052	\$ 28,052	\$ 28,052	\$ 28,052	\$ 28,052	\$ 29,174	\$ 29,174	\$ 29,174	\$ 29,174	\$ 29,174	\$ 30,296	\$ 30,296	\$ 30,296	\$ 30,296	\$ 30,296
Health & Safety Representative	\$ 31,725	\$ 31,725	\$ 31,725	\$ 31,725	\$ 31,725	\$ 32,994	\$ 32,994	\$ 32,994	\$ 32,994	\$ 32,994	\$ 34,263	\$ 34,263	\$ 34,263	\$ 34,263	\$ 34,263
Hydraulic Mechanic	\$ 29,755	\$ 29,755	\$ 29,755	\$ 29,755	\$ 29,755	\$ 30,945	\$ 30,945	\$ 30,945	\$ 30,945	\$ 30,945	\$ 32,135	\$ 32,135	\$ 32,135	\$ 32,135	\$ 32,135
Instrumentation 1st Class	\$ 30,450	\$ 30,450	\$ 30,450	\$ 30,450	\$ 30,450	\$ 31,668	\$ 31,668	\$ 31,668	\$ 31,668	\$ 31,668	\$ 32,886	\$ 32,886	\$ 32,886	\$ 32,886	\$ 32,886
Instrumentation Mechanical 2nd Class	\$ 27,031	\$ 27,031	\$ 27,031	\$ 27,031	\$ 27,031	\$ 28,112	\$ 28,112	\$ 28,112	\$ 28,112	\$ 28,112	\$ 29,193	\$ 29,193	\$ 29,193	\$ 29,193	\$ 29,193
Insulator	\$ 23,771	\$ 23,771	\$ 23,771	\$ 23,771	\$ 23,771	\$ 24,722	\$ 24,722	\$ 24,722	\$ 24,722	\$ 24,722	\$ 25,673	\$ 25,673	\$ 25,673	\$ 25,673	\$ 25,673
Insulator B*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator C*	\$ 13,878	\$ 13,878	\$ 13,878	\$ 13,878	\$ 13,878	\$ 14,273	\$ 14,273	\$ 14,273	\$ 14,273	\$ 14,273	\$ 14,668	\$ 14,668	\$ 14,668	\$ 14,668	\$ 14,668
Insulator D*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator E*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator F*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator G*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator H*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator I*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator J*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator K*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator L*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator M*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator N*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator O*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator P*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator Q*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator R*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator S*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator T*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator U*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator V*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator W*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator X*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974
Insulator Y*	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,398	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 16,793	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188	\$ 17,188
Insulator Z*	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 17,570	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,273	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974	\$ 18,974

* Employees hired after 2017 CBA ratification. See Article XI Section 1 B for yearly progressions.
 ** Project Worker - 3 Jaws not include 1%
 TENTATIVELY AGREED TO
 FOR THE COMPANY:
 FOR THE UNION:



DATE: August 12, 2024- Company Proposal Rev 0

ARTICLE X – 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 on 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. The normal hours for 12-hour rotating shift workers are 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM.
- F. The normal hours for "O" shift straight day workers are from 6:30 a.m. to 5:30 p.m., Monday through Friday. Other dayshifts may be established to allow for the efficient progress of work. Other dayshift hours are 7:00am to 3:30 pm and 8:00am to 4:30 pm.
- G. Management may establish shifts and assign employees to these shifts as necessary in terms, consistent with this Article. Each established shift will be individually identified in this Article and/or Appendix B- USW Shift Schedule Code Descriptions.
- H. The Company may stagger starting and stopping times within a shift for efficiency of operations. Each staggered shift will be individually identified.

Section 2 - Standard Workday - Workweek

A standard day's work shall consist of eight (8) hours worked within a workday. A standard week's work shall consist of five (5) standard day's work within a workweek amounting to a total of 40 hours.

Section 3 - Working Schedule

- A. X, Y, Z Shifts
Three-shift rotating operations, Monday through Friday, are to be manned by groups or crews of employees designated as X, Y, and Z shifts. Shift hours are recognized as: day shift (8:00 a.m. to 4:00 p.m.); afternoon shift (4:00 p.m. to 12:00 midnight); and night shift (12:00 midnight to 8:00 a.m.).
- B. Irregular Shift
An irregular shift is an eight-hour shift other than X, Y, Z or "O" Shifts. Irregular shifts may be established as required.
- C. "R" Shift
Except as otherwise required, "R" Shift is scheduled 8:00 a.m. to 4:00 p.m., Tuesday through Saturday.

ADD COMMENT
REMOVE OBJECT

FOR THE COMPANY:



FOR THE UNION:





D. 10-Hour Shifts

1. 10-Hour Day Shifts

- a) The starting time and quitting time for 10-hour day shifts will be decided by the Manager. However, starting times will not be earlier than 6:00 a.m. nor end past 6:00 p.m.
- b) The first ten (10) hours will be straight time, with no shift differential or meal allowance. Any time worked after the first ten (10) hours will be paid as the current Contract language provides
- c) The 10-hour shift will cover Monday through Friday, with no Saturday or Sunday coverage and will be designated as "L" Shift. Shifts other than "L" Shift, can be considered as mutually agreed to by the Company and the Union.
- d) "O" Shift employees with a non-paid ½ hour lunch period, who go to a ten (10) hour shift, will continue to have a non-paid ½ hour lunch period (i.e. 10½ hour shift).

2. 10-Hour Night Shift

- a) The shift hours for the 10-hour night 'D' shift are from 10:00 PM – 08:30 AM each day with an unpaid lunch, beginning Sunday night and ending Thursday morning.
- b) All overtime worked shall be paid in accordance with the current overtime provisions.
- c) Shift differential language and rates shall apply.

3. An employee who is required to work overtime and who works two or more continuous and successive hours, beyond the end of his/her regularly scheduled shift be paid a meal allowance of five dollars (\$5.00) which shall be included in their regular paycheck. An additional meal allowance shall be allowed for each four (4) hours of consecutive work performed thereafter.

~~3.4.~~ Full day vacations will be paid and charged in ten (10) hour increments (No intent to change vacation hour's entitlement.) PTO shall not be taken in increments of less thirty (30) minutes or 0.5 hours.

~~4.5.~~ When a week with a scheduled holiday occurs, those scheduled on a ten (10) hour shift work a new modified holiday schedule will be changed to ~~two three (23)~~ 10-hour shifts, ~~one (1) 12-hour shift~~ and ~~§10~~-hours holiday pay, all paid at straight time. *LEOV*

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) ~~120~~-hour shifts and two (2) ~~§10~~-hour holiday pay days, all paid at the straight time rate.

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "J. R. Lee", written over a horizontal line.



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 FPB Labor Relations one week prior to the affected holiday week.

For clarification, any overtime worked will be paid in accordance with the 10-hour provision including 6th and 7th day pay as currently outlined in the 10-hour shift language. Any work on the holiday(s) will be paid in accordance with the existing holiday pay language.

~~5.6.~~ The fifth (5th) day worked will be considered as the sixth (6th) consecutive day, and the sixth (6th) and seventh (7th) day worked will both be considered as the seventh (7th) consecutive day.

E. 12-Hour Rotating Shifts (AA-BB-CC-DD)

1. In order to allow for 12-hour rotating shift employees to review and respond to job posting vacancies, the notices will be posted on Tuesdays.

2. A workday means a 24-hour period beginning at 7:00 a.m.

~~2.3.~~ A work-week means the seven (7) day period beginning on Monday at 7:00 a.m. The starting time can be adjusted by mutual agreement of the Union and the Company.

~~3.4.~~ A standard day's work shall consist of 12 hours worked in a workday. A standard four (4) week rotating schedule will consist of one (1) 48-hour, one (1) 40-hour and two (2) 36-hour workweeks.

~~4.5.~~ During the 40-hour workweek, the employee may choose to work the first four (4) hours or roll-out for the entire 12 hours on the roll-out day. Supervision must be notified at least 24 hours in advance of that shift if the employee chooses to roll-out for the entire 12-hour shift. This advance notice applies only to the designated roll-out day.

~~5.6.~~ The following shift hours are recognized: Day Shift, 7:00 a.m. to 7:00 p.m. and Night Shift, 7:00 p.m. to 7:00 a.m. They will be designated as AA-BB-CC-DD shifts.

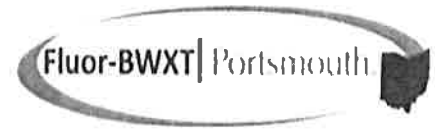
~~6.7.~~ An employee shall be paid at the rate of one and one-half (1½) times base hourly rate plus COLA and at one and one-half (1½) times any applicable shift differential for: All hours worked in excess of 12 hours in any 24-hour period or for all hours worked in excess of 40 hours within the workweek, whichever method of computation provides, at the end of the workweek, the greater total pay to the employee.

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "J. ...", written over a horizontal line.



~~7.8.~~ Weekend premium will be paid for all hours worked on Saturday and Sunday as follows:

a. Saturday hours: 7:00 a.m. Saturday to 7:00 a.m. Sunday; and Sunday hours - 7:00 a.m. Sunday to 7:00 a.m. Monday.

~~8.9.~~ A meal allowance will be paid after fourteen (14) hours of continuous and successive work.

~~9.10.~~ Jury Duty pay will be as the current Contract language allows. It is recognized that the employee shall be paid their base hourly rate for the time lost from the regularly scheduled 12-hour shift. Jury Duty scheduled on scheduled days of work will be credited as hours worked.

~~10.11.~~ Funeral Pay - An employee who is excused from work because of the death of a member of his/her immediate family shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled 12-hour workdays. Immediate family as defined in this Contract. (Refer to Article X, Section 14.)

~~11.12.~~ Vacation - Full day vacations will be paid and charged in 12-hour increments. (No intent to change vacation hour's entitlement.) Partial day vacations (PTO) shall not be charged in less than 30-minute (0.5 hour) increments.

~~12.13.~~ Night shift differential will be paid for hours worked between 7:00 p.m. and 7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.

~~13.14.~~ The first day worked, other than the scheduled workweek, will be considered the sixth (6th) consecutive day. All days worked after this would be considered the same as the seventh (7th) consecutive day, in accordance with the intent of Article X, Hours of Work, Section 7(e).

~~14.15.~~ For working 12 hours on a day observed as a holiday, employees will receive holiday pay at the straight time base hourly rate (BHR) plus COLA for hours amounting to his/her regularly scheduled shift. Additionally, employees will receive a straight time base hourly rate BHR plus COLA and applicable shift differential for the first four (4) hours and ~~two one and one half (2 1/2)~~ times their base hourly rate plus COLA and ~~two one and one-half (2 1/2)~~ times applicable shift differential for the remaining eight (8) hours.

FOR THE COMPANY:

FOR THE UNION:

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15-16. For those employees on rotating 12-hour shifts (i.e., AA-BB-CC-DD and "II"): If any of the observed holidays fall on an employee's scheduled day off, and/or rollout day, his/her first succeeding scheduled work day, excluding Saturday's and Sunday's, shall be recognized as the holiday except that where there are two (2) consecutive holiday days (July 4th and companion day, Thanksgiving and companion day, and Christmas Eve and Christmas). In this case, the first holiday will be recognized on the employee's last preceding scheduled work day and the second holiday will be recognized on the employee's first succeeding scheduled work day, excluding Saturday's and Sunday's.

F. 12-Hour Day and/or Night Shifts (B/C Shift)

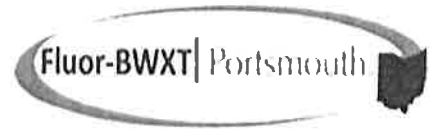
1. The normal hours for 12-hour shift workers are 7:00 AM to 7:00 PM for day shift and 7:00 PM to 7:00 AM for night shift.
2. A workday means a 24-hour period beginning at 7:00 a.m.
3. A workweek means the seven (7) day period beginning on Monday at 7:00 a.m. The starting time can be adjusted by mutual agreement of the Union and the Company.
4. A standard day's work consists of 12 hours worked in a workday.
5. The shifts will be designated as B and C shifts.
6. B and C shifts may rotate on an as needed basis.

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to read "John", written over a horizontal line.



7. An employee shall be paid at the rate of one and one-half (1½) times base hourly rate plus COLA and at one and one-half (1½) times any applicable shift differential for: All hours worked in excess of 12 hours in any 24-hour period or for all hours worked in excess of 40 hours within the workweek, whichever method of computation provides, at the end of the workweek, the greater total pay to the employee.
8. Weekend premium will be paid for all hours worked on Saturday and Sunday as follows:
 - a) Saturday hours: 7:00 a.m. Saturday to 7:00 a.m. Sunday; and Sunday hours - 7:00 a.m. Sunday to 7:00 a.m. Monday.
9. A meal allowance will be paid after fourteen (14) hours of continuous and successive work.
- ~~10.~~ Jury Duty pay will be paid as the current Contract language allows.
11. Funeral Pay - (Refer to Article X, Section 14.)
12. Vacation - Full day vacations will be paid and charged in 12-hour increments. (No intent to change vacation hour's entitlement.) Partial day vacations (PTO) shall not be charged in less than 30-minute (0.5 hour) increments.
13. Night shift differential will be paid for hours worked between 7:00 p.m. and 7:00 a.m. No shift differential will be paid for hours worked between 7:00 a.m. and 7:00 p.m.
- ~~14.~~ The first day worked, other than the scheduled workweek, will be considered the sixth (6th) consecutive day. All days worked after this would be considered the same as the seventh (7th) consecutive day, in accordance with the intent of Article X, Hours of Work, Section 7(e).

FOR THE COMPANY:

FOR THE UNION:

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15. When a week with a scheduled holiday occurs, those twelve (12) hour day and/or night shifts (B/C) may work a new modified holiday schedule, i.e.,: three (3) 12-hour shifts and 12-hours holiday pay

16. When a week with two (2) scheduled holidays occur, those twelve (12) hour day and/or night shifts (B/C) may work a new modified holiday schedule, i.e.,: two (2) 12-hour shifts and two (2) 12-hour holiday pay days

F.G. 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.

G.H. 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 meet operating conditions.

H.I. Shift Overlap

For the purpose of transferring information by off-going shift personnel with on-coming shift personnel, the parties agree to a 12-minute shift overlap to be prior to the shift. It is understood that Article X, Section 12(B) and (C) do not apply to this overlap period. It is also understood that this shift overlap period will not be deemed an extended work schedule as defined in Article XIII, Section 2. Payment for the 12-minute shift overlap period will be at double time.

The shift overlap will occur in the following areas:

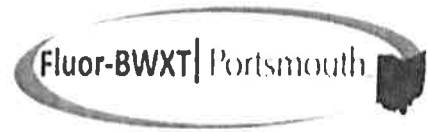
(1) Production Process Operators – AA BB CC DD - All
R, M, Balance Pool - As Relieving Basis

(2) Power Operators – AA BB CC DD – All
R - As Relieving Basis

FOR THE COMPANY:

FOR THE UNION:

Two handwritten signatures are present. The top signature is in black ink and appears to be 'R. L. ...'. The bottom signature is in blue ink and is more stylized. Both signatures are written over horizontal lines.



(3) Utility Operators

- a. D&I Operators - AA BB CC DD – All
R – As Relieving Basis
- b. Utility Operators - AA BB CC DD – All
R – As Relieving Basis
- c. Stationary Engineers - AA BB CC DD – All
R – As Relieving Basis
- d. Boiler Operators - AA BB CC DD – All
R – As Relieving Basis
- e. Assistant Boiler Operators - On Seasonal Basis Winter - AA BB CC DD - All
Summer - 1 Shift (3-11 only)

(4) Chemical Operations

- a. X-342/X-343 Feed Operators - AA BB CC DD - All
R - As Relieving Basis
- b. Uranium Recovery & Micro Filtration - XYZ - All
- c. X-700 Bio D - AA BB CC DD – All
R - As Relieving Basis (5)-Uranium Material Handling
- d. Autoclaves, X-344 - XYZ - All
- e. Miscellaneous - XYZ - As Relieving Basis

(5) Fire Department

- a. Fire Protection – Firefighter EMTA, Firefighter Paramedic

(6) CDM/Ground Water Treatment Operators

The Company may make additions or deletions to this list or may establish the shift overlap at the end of the shift based on operational considerations. In the event such a change is made, the affected employees will be provided at least one week's advance notice and the Union will be provided at least two week's advance notice. A shift overlap also may apply to ten (10) or twelve (12)-hour shifts if so determined by the Company.

Section 4 - Overtime Opportunity

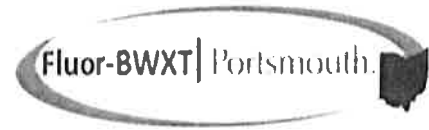
A. Responsibility

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be 'J. ...', written over a horizontal line.



Emergent or off-normal situations may arise for a number of reasons in work evolutions at any of the Project work sites within the FBP Project. In addition, workload perturbations may result in requirements for additional scheduled or unscheduled work to be completed in the workweek. In an effort to complete such work in a timely and efficient manner the overtime opportunities will be offered to the represented workers within the respective classifications responsible for the work scope execution. The Union commits to work with the Company to assure overtime opportunities are staffed.

When overtime canvassing in the respective group exhausts the applicable overtime list, the Company will canvas from qualified back up overtime list(s) to efficiently staff the work, for which at least one back up list, or mutually agreed upon alternate assignments to others qualified, may be made for each list, or through the implementation of special shifts as permitted in Article X – Hours of Work, Section 3.G Notification of Change, in order to ensure adequate coverage of work.

It shall be the responsibility of supervision to keep overtime lists by classification according to overtime worked. Lists will be arranged by seniority and overtime will be offered to the most senior low-hour employee, excluding those employees working in a temporary supervisory capacity. Deviations from this procedure - not more than 16 hours difference for those assigned to an eight (8) hour day schedule, 20 hours for those assigned to a ten (10) hour day schedule, and 24 for those assigned to a 12-hour day schedule - among employees that exist within an overtime list will be considered proper and equitable if there is good reason for such deviation. The method of offering and charging overtime opportunities will be the same. The overtime list(s) will be reviewed on a monthly basis to assure overtime is offered on a fair and equitable basis. If employees remain out of balance after 30 days, they will then be charged and paid. However, the parties of the agreement shall work together to help minimize any undue payment for non-work performance. Employees determined to be out of balance will be given the first opportunity for overtime within the terms of this article until they are back in balance.

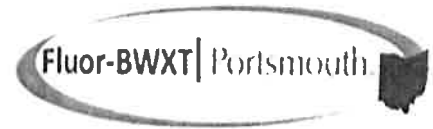
1. Applicable overtime lists which have been established shall be posted and kept up to date as overtime occurs. Lists shall be posted in an accessible location to enable employees to review.
2. When determined during a shift that additional employees are needed on the following shift, it shall be offered to those who are currently working on their regularly scheduled shift.
3. When determined during a working shift that additional employees are needed on that shift, it shall be offered to those who are normally scheduled to work on the oncoming shift.

FOR THE COMPANY:

A handwritten signature in black ink, appearing to be 'R. Lee', written over a horizontal line.

FOR THE UNION:

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.



4. When determined that overtime shall be utilized to supplement a regular weekly working schedule which cannot be offered according to Item 2 and Item 3 above, it shall be offered as established in the first ~~and second~~ three paragraphs of this section.

4.5. In offering overtime, it is understood that Section 4 A2 (off-going shift) or Section 4 A3 (on-coming shift) shall not take precedence over Section 4 A4 if applying Section 4A2 or Section 4 A3 shall result in exceeding the hour difference between employees as indicated above in (A).

5.6. New employees, employees who return to the Bargaining Unit, and employees who move from one classification to another, shall assume the maximum number of hours on the overtime list on which they have been placed.

6.7. Each calendar year, supervision may readjust the overtime list for easier administration by reducing the hours of the lowest-hour employees to zero (0) and reducing the remaining employees by the same number of hours.

7.8. Employees shall be contacted for overtime except for those on any type of authorized leave of absence, including jury duty and funeral leave. Employees who miss overtime because they are absent for any reason, or who refuse when offered, or who are not readily available by telephone, shall be charged overtime as having been offered the overtime. Employees on any type of authorized leave of absence, including jury duty and funeral leave, shall return from leave in the same relative position within the overtime list as when the absence began. If offering overtime to an employee would exceed the defined above hour limit due to the fact that the employee is working the shift on which the overtime is being worked, sufficient hours will be charged to keep the list in balance.

8.9. A minimum of 2.7 overtime hours shall be charged any time a pay minimum or guarantee of four (4) hours is involved. However, if no guarantee is involved, then actual hours and tenths of an hour shall be charged but not less than one (1) hour.

9.10. Each year an employee may request that his/her name be removed from the classification overtime list for call-in purposes only, and in addition, once each year at the option of the employee, have his/her name either added to or removed from the call-in overtime list by written application to supervision.

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "Justin", written over a horizontal line.



~~10.11.~~ In order to resolve disputes which may occur in the application of the overtime procedure, they shall first be reviewed by a joint Company-Union committee, made up of two (2) Company and two (2) Union representatives. The establishing, combining, or eliminating of overtime lists will also be subject to the Committee review. Failure to resolve the issue will then make it subject to the grievance procedure.

~~11.12.~~ Whenever overtime is to be offered, supervision has the option of consulting the Committee person or Steward and if agreement is reached or the Steward declines to participate in the review on who is to be contacted, the Company will not be liable for any misapplication, nor will any grievance be filed.

~~12.13.~~ All overtime opportunities shall be charged when offered [reference Section 4 A, 8 above]. If an overtime opportunity is cancelled, charged hours for that opportunity shall be removed. No more than a maximum of eight (8) shall be charged for any one eight (8) hour work period.

Section 5 - Overtime or Premium Hours

A. Duplication of Premium Hours

Overtime or premium payments shall not be duplicated for the same hours under any of the terms of this Contract. Hours that are compensated for as overtime or premium under one provision shall not be counted as hours worked in determining overtime or premium compensation under the same or any other provision, except as provided in Section 5(B) of this Article. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

The parties discussed the concern that rotating shift employees who work an overtime opportunity on their scheduled day off during a workweek in which Saturday and/or Sunday are scheduled holidays, can be subject to an apparent inequity which eliminates overtime pay for that day.

To eliminate this apparent inequity the parties agree that these employees will be paid one and one-half (1-1/2) times Base Hourly Rate plus COLA for all hours worked plus one and one-half (1-1/2) times for any applicable shift differential on the scheduled day off under the following conditions:

1. Saturday and/or Sunday are scheduled holidays;
2. Scheduled day off falls during current week;
3. Employee worked overtime on scheduled day off; and
4. Employee worked remaining week as scheduled.

FOR THE COMPANY:

A handwritten signature in black ink, appearing to be "Kelo", written over a horizontal line.

FOR THE UNION:

A handwritten signature in black ink, appearing to be "JRM", written over a horizontal line.



Supervision will verify the overtime worked and arrange for payment.

B. Crediting of Hours

1. Jury duty time, vacation (PTO), funeral absence, schedule change, holidays ~~paid worked~~, Reporting for Work (Section 12[A-1]), and sixth (6th) consecutive day worked, which are compensated for under other appropriate provisions of this Contract shall be credited as hours worked in computing overtime and in determining days worked for sixth (6th) and seventh (7th) consecutive day application, except that, to avoid duplication, there shall be credited only eight (8) hours for ~~any one calendar day. There shall be credited eight (8) hours~~ for an eight (8) hour shift, ten (10) hours for a ten (10) hour shift, and 12 hours for a 12-hour shift.
2. ~~Holiday not worked but paid shall be credited in the same manner.~~ (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

C. Offsetting Overtime Hours

An employee shall not be required to take off a corresponding amount of time before the end of his/her regular shift or in any subsequent scheduled workday in the same workweek to offset any overtime worked.

Section 6 -Transportation

The Company shall continue its practice of arranging transportation home for employees who work overtime without sufficient prior notice thereof.

Section 7 - Overtime or Premium Payments

A. Time and One-Half

An employee shall be paid at the rate of one and one-half (1½) times base hourly rate of pay plus COLA and at the rate of one and one-half (1½) times any applicable shift differential for:

1. All hours worked in excess of eight (8) hours in any 24-hour period or for all hours worked in excess of 40 hours within the workweek, whichever method of computation provides at the end of the workweek the greater total pay to the employee. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "John", written over a horizontal line.



2. All hours worked on the sixth (6th) day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding five (5) workdays of that workweek. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)
3. Schedule change: Payment for the first eight (8) hours worked on a new schedule except when such change is made at the request of or for the convenience of the employee or unless notified thereof in the preceding workweek of a change in an employee's working schedule from one shift to another, from one roll-out day to another, or in scheduled vacation.

B. Two Times

An employee shall be paid at the rate of two (2) times their base hourly rate of pay plus COLA and at the rate of two (2) times any applicable shift differential for:

1. All hours worked in excess of 16 continuous hours, exclusive of the non-paid lunch period for "O" Shift, and for all hours worked on the seventh (7th) consecutive day worked in a workweek, provided he/she has worked or is credited with a minimum of four (4) hours in each of the preceding six (6) workdays of that workweek. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)
2. Schedule change, if such change results in more than eight (8) hours worked in a 24-hour period or more than 40 hours worked in a workweek, except when such change is made at the request of or for the convenience of the employee.

C. Two and One-half Times

An employee on an eight (8) or ten (10)- hour shift shall be paid holiday pay at the straight timerate of two and one-half (2½) times their base hourly rate (BHR) plus COLA for hours amounting to his/her regularly scheduled shift (i.e., 8 hours holiday pay for 8-hour shift and 10-hours holiday pay for a 10-hour shift). Additionally, an 8 or 10-hour shift employee scheduled to work on a holiday will receive one and one half (1 ½) times their BHR plus COLA and at the rate of ~~two one~~ and one-half (2½) times any applicable shift differential for:

All hours worked on a day observed as a holiday up to his/her regularly scheduled shift. All hours worked beyond his/her regularly scheduled shift shall be paid two and one-half (2 ½) times BHR, plus COLA.

D. Holiday Call-in

An employee who is not scheduled to work and subsequently required called in to work on a holiday that was scheduled as a day off shall be paid eight

FOR THE COMPANY:

FOR THE UNION:



~~(8) holiday pay~~ hours at their base hourly rate plus COLA ~~for hours amounting to his/her regularly scheduled shift.~~ ~~and~~ Additionally, an employee shall be paid at the rate of two (2) times their base hourly rate plus COLA and two (2) times applicable shift differential for all hours actually worked up to and including eight (8) hours. All hours worked in excess of eight (8) shall be paid ~~under Section 7(e) of this Article~~ two and ½ (2 ½) times BHR, plus COLA.

E. Special Consideration - Credited Hours

As an exception to premium payment for hours not worked and for the express purpose of compensating an employee who works an overtime opportunity on his scheduled day(s) off and has pre-scheduled vacation, jury duty or funeral absence on the sixth (6th) or seventh (7th) workday of the workweek, all hours worked or credited over 40 hours will be paid in accordance with the sixth (6th) and seventh (7th) workday principle. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "J. S. C.", written over a horizontal line.



F. Temporary Work Assignments

An employee who at the request of the Company is temporarily required to work in a classification other than his/her own in excess of thirty (30) cumulative (full or partial) days in any calendar year, in the same alternate classification, shall be paid at the rate of one and one-half (1½) times of either the employee's rate of pay plus COLA, or the rate of the classification to which he/she is assigned, whichever is higher, and at the rate of one and one-half (1½) times any applicable shift differential for all time spent performing such work, except in those situations which have been established by long-standing past practice, in emergencies.

An employee assigned under long-standing past practice, in emergencies, or when the assigned classification is not available for call-in, shall suffer no reduction in rate of pay. When assigned temporarily to do work in a classification having a higher hourly rate, the employee shall be paid the maximum rate of the higher hourly rate.

G. 12-Hour Rotating Shift Overtime

The 12-hour shift employees will normally be assigned to work 12 hours on their assigned roll-out day, plus shift turnover where applicable. The employee(s) will not be canvassed or charged on the overtime list. Accepting the 8-hour option requires working the entire 12-hour roll-out day as part of their regular shift assignment.

The employee(s) must notify their FLM at least 24 hours in advance of their scheduled roll-out day if they choose not to work this 12-hour shift option, and may be asked on an annual basis for scheduling purposes.

The employee(s) choosing not to work their roll-out day option and/or their four (4) hours regularly scheduled, will not be canvassed for any overtime for dayshift on their roll-out day.

If an employee would exceed or flag for exceeding more than 16 continuous hours of work in the present on that overtime opportunity, the employee will be by-passed. If an employee would exceed or flag for exceeding 16 continuous hours of work in the future, on their regularly scheduled shift, the employee can't be by-passed and requests for exceedance need processed to assure such employee is fit for duty on the day of the respective shift and during any such work schedule involving more than 16 hours worked on a continuous basis, or as required through the PSS or applicable procedure / policy. If the overtime opportunity isn't filled on the first pass, then the list will be re-canvassed for those employees by-passed initially, with request for exceeding hours of work processed, as required, through PSS.

FOR THE COMPANY:

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FOR THE UNION:

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The appropriate manager and the PSS must give their approval for more than 16 continuous hours of work exceedance before the overtime can be worked.

If permission to exceed is not granted by the PSS for the overtime opportunity being offered canvassing will continue in the order stated above.

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "J. P. ...", written over a horizontal line.



- H. Overtime Opportunity Guidelines for 12-Hour Rotating Shifts and Safety Considerations Regarding Personnel Not Working More Than 16 hours in Any 24-Hour Period
1. Separated overtime lists shall consist of eligible AA, BB, CC, DD shifts and or other lists as identified (if applicable).
 2. Overtime shall typically be offered in opportunities of two (2), four (4), six (6), eight (8), and 12-hour blocks.
 3. All 12-hour opportunities shall be offered as in item 4 to employees on their scheduled shifts off, excluding employees who worked 16 hours the previous day with the following guidance. The Company will make every effort to fill a 12-hour opportunity; however, in the event that opportunity is not accepted, the Company may fill the 12-hour opportunity in two (2), four (4), six (6) and eight (8) hour blocks.
 4. Overtime for Monday dayshift should be offered as follows:
 - a. Canvas the shift off, which is the shift who is on their seven (7) day break, starting work on Thursday.
 - b. If that shift is exhausted, then canvass the shift that went off Monday mornings.
 - c. If that shift is exhausted, then canvas the shift that is coming on that evening.
 - d. If that is exhausted, then canvas 12-hour employees on vacation.
 5. Overtime for Monday nightshift should be offered as follows:
 - a. Canvas the shifts off, which is the shift that is on their seven (7) day break, starting work the following Thursday evening and the shift that just ended on Monday morning.
 - b. If that is exhausted, then canvas the 12-hour employees on vacation and employees rolling out on their drop day.
 6. Overtime for Thursday dayshift should be offered as follows:
 - a. Canvas the shift off, which is the shift who is starting work on Friday dayshift.
 - b. If that shift is exhausted, then canvas the shift that just ended Thursday morning.
 - c. If that shift is exhausted, then canvas the shift that starts work on Thursday night.
 - d. If that is exhausted, then canvas 12-hour employees on vacation.
 7. Overtime for Thursday nightshift should be offered as follows:
 - a. Canvas the shift that ended Thursday morning at 7:00 a.m.
 - b. Canvas the shift starting days on Friday.
 - c. If that canvas is exhausted, then canvas 12-hour employees rolling out on their drop day and employees on vacation
 8. All eight (8) hour opportunities shall be offered as follows:
 - a. To employees on their scheduled shifts off, excluding employees who worked 16 hours the previous day.

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "J. ...", written over a horizontal line.



- b. To employees working four (4) hour roll-out (if applicable).
- c. (If exhausted, offer to employees on scheduled shifts off, excluding employees who worked 16 hours the previous day).
- d. ~~To employee working four (4) hour roll-out (if applicable).~~
- e. ~~(If exhausted, offer to employees on scheduled shifts off, excluding employees who worked 16 hours the previous day).~~

FOR THE COMPANY:

A handwritten signature in cursive script, appearing to read "Kelvin", written over a horizontal line.

FOR THE UNION:

A handwritten signature in cursive script, appearing to read "S. V. A.", written over a horizontal line.



9. All, two (2), four (4), and six (6) hour opportunities shall be offered as follows:
 1. To employees on their scheduled shifts off, excluding employees who worked 16 hours the previous day.
 2. To employees working four (4) hour roll-out (if applicable). (If exhausted, to employees on scheduled shifts off excluding, employees who worked 16 hours the previous day)
10. Employees who perform nuclear safety functions are not to be charged more than they are limited to work, 16 hours in any 24-hour period. In the event of an emergency and the 16-hour limitation is waived, the hours charged will be hours worked.
11. Applicable shift differential will be paid from 7:00 PM to 7:00 AM.
12. Vacation for 12-hour shift employees will be scheduled separately from eight (8) hour shift Employees.

Section 8 - 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 eleventh holiday.

Designation of the holiday to be taken must be given to appropriate supervision by the end of December, preceding the calendar year during which holidays are to be observed. Martin Luther King, Jr.'s birthday is observed on the third Monday in January.

B. Saturday/Sunday

Should one of these holidays fall on a Sunday, the following Monday shall be observed as the holiday, and work on such Sunday shall not be compensated for under the holiday pay rules. Should one of these holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and work on such Saturday shall not be compensated for under the holiday pay rules. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

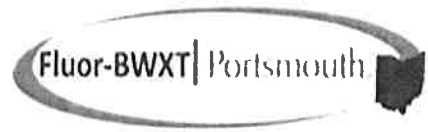
C. Worked

Any work performed on the scheduled holiday(s) will be paid in accordance with the existing Overtime or Premium Payments provisions described above in Article X.

FOR THE COMPANY:

FOR THE UNION:

Handwritten signatures for the company and union. The company signature is a cursive signature, and the union signature is a stylized signature.



C.D. Not Worked

An employee who is not scheduled to work on a day observed as a holiday or who is scheduled to work and reports off before the start of the shift due to illness shall be paid an amount equal to ~~eight (8) hours~~ his/her regularly scheduled shift at their base hourly rate plus COLA, provided he/she works a minimum of eight (8) hours in the week in which the holiday is observed or is absent because of funeral leave, jury duty, military leave, Union paid time (for negotiation meetings only), or on an approved vacation for any other day(s) of such week. However, duplicate payment shall not be made for holidays except as provided in Article X, Section 5. This provision does not apply to an employee who reports for work after being hired or recalled in the week of, but subsequent to, a holiday.

Section 9 - Shift Differential

A. Afternoon/Night

A shift differential of \$.40 per hour shall be paid for work performed between the hours of 4:00 p.m. and midnight. A shift differential of \$.70 per hour shall be paid for work performed between the hours of midnight and 8:00 a.m., exclusive of work performed on "O" Shift. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

B. Exclusion of Payment

Shift differential shall not be paid for hours paid for but not worked

Section 10 - Weekend Bonus

An employee who works Saturday and/or Sunday shall receive an additional \$.40 per hour for such hours worked on Saturday and \$.60 per hour for such hours worked on Sunday. In no case shall such payments be applied to hours not worked. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

Section 11 - Lunch Period

A. Non-paid Lunch Period

Employees working on shifts designated as "O" shall have a non-paid lunch period of thirty (30) minutes to begin not earlier than three and one-half (3½) hours or later than five (5) hours after the shift begins. For a lunch period outside these hours an additional thirty (30) minutes at base hourly rate shall be paid. If such employees are not permitted a lunch period during the "O" shift, they shall be paid at time and one-half (1½) their base hourly rate plus COLA, plus time and one-half (1½) applicable shift differential for the time worked in excess of eight (8) hours.

B. Paid Lunch Period

FOR THE COMPANY:

A handwritten signature in black ink, appearing to be "F. L. ...", written over a horizontal line.

FOR THE UNION:

A handwritten signature in black ink, appearing to be "J. ...", written over a horizontal line.



Employees working on shifts designated as "X", "Y", "Z", "R", "12-hour rotating" shifts or as irregular shifts shall have no time deducted for a lunch period, which shall be as short as possible.

C. Meal Allowance Premium

An employee who is required to work overtime and who works ten (10) or more continuous and successive hours (excluding the lunch period of an "O" shift worker) shall be paid a meal allowance of five dollars (\$5.00) which shall be included in their regular paycheck.

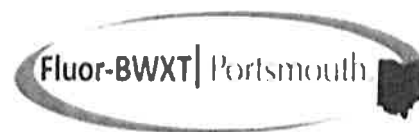
An additional meal allowance shall be allowed for each four (4) hours of consecutive work performed thereafter. (Refer to "10-Hour Shift" and "12-Hour Shift" rules in Section 3.)

No time shall be deducted for lunch periods during such overtime work; it is understood that they shall be made as short as possible.

FOR THE COMPANY:

FOR THE UNION:

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Section 12 - Minimum Guaranteed Work and Payments

A. Reporting for Work

1. An employee who reports for work at the start of his/her regular shift or at the time appointed by the Company without previously having been notified not to report, shall be given at least four (4) hours work and four (4) hours pay at base hourly rate plus COLA, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.
2. Failure on the part of an employee to keep the Company informed of a current address and telephone number shall relieve the Company of its responsibility under this section of the Contract.

B. Work Before Shift Start

An employee required to report for work before the regular scheduled starting time shall receive pay at one and one-half (1½) times their base hourly rate plus COLA, plus one and one-half (1½) times applicable shift differential as overtime pay for all work performed. This provision does not apply to shift turnovers.

C. Work After Shift Ends

1. An employee required to work overtime beyond the end of his/her scheduled shift shall receive pay at one and one-half (1½) times their base hourly rate plus COLA, plus one and one-half (1½) times applicable shift differential for all work performed.
2. It is understood that Section 12 C1 of this Article does not apply to an employee who may be required to remain on assignment due to the absence or tardiness of another employee who is scheduled to relieve him/her, or to an employee who is held on the job up to the end of the scheduled shift.

D. Emergency Call-In

An employee who has left the plant and is called in by the Company to perform work shall receive not less than four (4) hours pay at base hourly rate plus COLA, or pay at one and one-half (1½) times base hourly rate plus COLA as overtime pay for such work performed, whichever is greater. If the work is performed on a day observed as a holiday which the employee was not scheduled to work, this guarantee shall be in addition to holiday pay.

E. Required Training

An employee required to report to plant site or stay beyond his/her regularly scheduled shift for training purposes shall be paid the base hourly rate plus COLA for actual hours worked at one and one-half (1½) base hourly rate.

FOR THE COMPANY:

FOR THE UNION:

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Section 13 - Jury Duty Pay

Any employee who is required to serve on a municipal, county, federal, or grand jury, shall be paid the base hourly rate for the time lost from the regularly scheduled work shift by reason of such service subject to the following provisions:

A. Notification of Supervision

Employees must notify their supervision within (twenty-four) 24 hours after receipt of notice of selection for jury duty.

B. Eligibility

In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

Section 14 - Funeral Pay

An employee who is excused from work because of the death of a member of his/her immediate family shall be paid at base hourly rate for time missed up to a maximum of three (3) consecutive scheduled workdays. For the purpose of this section, the term "a member of the immediate family" shall be defined as and be limited to the following: spouse, children, stepchildren, parents, stepparents, grandparents, grandchildren, brothers, stepbrothers, sisters, stepsisters, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, parents-in-law of the employee, grandparents-in-law, and, if they reside in the employee's household, other dependent relatives.

Section 15 - Military Pay

An employee who has completed his/her probationary period, who is a member of a reserve component of the Armed Forces and who is required to enter upon active annual temporary training duty, or temporary special service, shall be paid the difference between the amount of base pay received from the Federal or State Government for such duty and the employee's base hourly rate for the time lost while on such duty up to a maximum period beginning with the first regularly scheduled workday missed of twenty-eight (28) calendar days per year. This includes one (1) weekend training period per calendar year subject to the maximum of twenty-eight (28) calendar days per year. Reimbursement is subject to the following provisions:

A. Orders

An employee must submit to supervision, as soon as possible after receipt, evidence of orders to report for training.

B. Statement of Service

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to read '...', is written over a horizontal line.



When the employee returns to work he/she must submit to supervision a statement supporting payment for such duty.

C. Hours not Credited

Time off from work paid for under this section shall not be counted as hours worked in the computation of overtime or premium pay.

D. Exclusions in Determining Payment

Such items as subsistence, rental, travel allowance and pay for non-scheduled workdays shall not be included in determining base pay received from Federal or State governments.

FOR THE COMPANY:

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FOR THE UNION:

A handwritten signature in black ink, appearing to be "J. H. ...", written over a horizontal line.