Changes Since the Rejection of the Last Offer
December 13, 2017

1. **3rd party doctor issue**-Medical officer has absolute authority.
   Article IX – Leave of Absence, Rev. 10a
   Section 1 – Qualification and Reinstatement
   D. Dispute
   Language was changed to provide a path forward on how to address disputes using other doctors and experts. It does not eliminate the authority of the medical officer, however provides us a path to grieve and address the dispute including involving upper management in the areas of accommodation.

2. **Money** – the offer of original 1.75% was moved to 2% annual raise on base hourly rate. No COLA change.

3. **New hires lesser pay** – no change from last offer. An example on how pay is implemented through the progression process.

4. **Security clearance 1 year**-If DOE's fault, then the employee is made whole. – no change.

5. **10 year recall issue** – Article VIII Seniority – company's last offer was 5 years on recall, was changed to 8 years recall.

6. **Mandatory overtime language** – Article X-Hours of Work, Section 4 – Overtime Opportunity, A. Responsibility. – No mandatory obligations, but the commitment to establish back up overtime lists.

7. **Out of class pay should start immediately** – Article X Hours of Work, Section VII Overtime or Premium payments. Language was changed to state that …."in excess of thirty (30) cumulative days in any calendar year, in the same alternate classification."

8. **No enhanced 401k while on PTO** – no change from original contract.

9. **Grievance procedure vacation days exempted** – restored to original language.

10. **Benefits** – Article XVII Benefits, Rev. 6
    Section 6. FBP Short Term Disability Plan – original contract language restored
    Section 7. FBP Long Term Disability Plan – original contract language restored

11. **Grandfathered benefits** – Examples of pension calculations provided and also clarification questions provided.

12. **Short term disability** – Remain at 80% from original offer.

13. **Accommodation/FFD** – See number 1.

14. **Fire dept. FFD/movement** – to be negotiated at a future date.

❖ Example FBP Normal Retirement Calculation

(1)	Average Monthly Compensation	$	5,833	(based on $70,000/year)
(2)	Pension Multiplier		1.20%	
(3)	Years of Benefit Service		1.8	(22 months)
(4)	**Gross Monthly Benefit Amount**	**$**	**126.00**	

- **Average Monthly Compensation:** The greater of a) the average monthly pay for the highest 3 business years out of the last 10 years; or b) the average monthly pay of the last 36 months prior to retirement.
- **Pension Multiplier:** The amount of pension earned per year of Benefit Service expressed in percentage of salary.
- **Years of Benefit Service:** Completed years and months of employment with FBP starting from the effective date of the plan to the date of retirement. For this example 1.8 years used.
- **Gross Pension Benefit Amount:** Monthly amount to be paid to you starting at age 65 over your lifetime. This benefit may be reduced if you choose the benefit to be paid over you and your spouse's lifetimes. Also, may potentially be reduced if you start your benefit prior to age 65.

❖ ***Scenario: Retiree is age 62 with 1.8 years FBP Credited Service & 24.6 years prior USEC service with average annual salary of $70,000.***

❖ Example Wrap Benefit Retirement Calculation

Wrap Benefit is calculated based on the benefits from 62 to 65 but is paid as a single life annuity until death.

Wrap Benefit Components	Monthly Benefits Age 62	Monthly Benefits Age 63	Monthly Benefits Age 64	Monthly Benefits Age 65+
FBP Pension Plan Normal Benefit	$ 126.00	$ 126.00	$ 126.00	$ 126.00
FBP Wrap Benefit Calculation	$ 344.40	$ 344.40	$ 344.40	$ 344.40
SUBTOTAL - FBP USW Career Pension Benefit	**$ 470.40**	**$ 470.40**	**$ 470.40**	**$ 470.40**
USEC Pension Plan Benefit	*$ 1,377.60*	*$ 1,377.60*	*$ 1,377.60*	*$ 1,377.60*
TOTAL Retirement Benefit	***$ 1,848.00***	***$ 1,848.00***	***$ 1,848.00***	***$ 1,848.00***

❖ ***Scenario: Retiree is age 62 with 1.8 years FBP Credited Service & 24.6 years prior USEC service with average annual salary of $70,000.***

ONE PAGE

- The FBP Wrap Benefit is based on whether the employee was eligible for a Normal Retirement Benefit under USEC's plan - which required either a combined Age + Service of 85 or the employee's age to be 65.
- Therefore, FBP **must use the age and service dates recognized by USEC for their retirement plan administration**- not only what time was specifically in the USW, site-wide service date, or any other adjusted/"corrected" service date.

- Starting at the bottom - in the 1st column:
  - $1,848 is what FBP's actuary calculates based on the formula contained in the plan document to estimate USEC pension differential. There is a specific calculation to determine this amount that uses prior USEC service.
  - Then you subtract what FBP believes the person is receiving from USEC based on when they left USEC employment – in this example, that gives you the $470.40.
  - FBP then calculates its Normal Retirement Benefit - and the Wrap Benefit is the difference.

- FBP can only calculate its Wrap Benefit based on USEC's age and service records it uses in administration of its plan; and what it actuarily estimates to be the benefit received from USEC if they had achieved Normal Retirement with USEC.
- Therefore, any questions regarding age or service records at USEC and the calculated benefit USEC provides must be appealed by the individually employee directly with USEC.
- Only after USEC would agree to any change of records and resulting possible change in benefits can FBP define any impact on participation in or benefits provided by its plans.

Herman Potter

From: Herman Potter <uswpres@horizonview.net>
Sent: Thursday, November 30, 2017 1:47 PM
To: 'Jeanne Cisco'; 'Mark Veach'; 'Debbie Thomas'; 'uswdiv2@horizonview.net'; 'uswdiv1@horizonview.net'
Subject: FW: Follow-up

Fyi

herman

From: [redacted]
Sent: Thursday, November 30, 2017 12:51 PM
To: Herman Potter <uswpres@horizonview.net>
Subject: Follow-up

Herman,

Here are the answers I got from Kelly for the questions you asked the other day when we were discussing the wrap benefit and HRA plan:

Question: Can the HRA stipend could be used to reimburse the cost of a Spouse's group plan on which an individual is carried as a dependent?

Answer: No, the stipend cannot be used to offset another group plan to include a Spouse's group plan.

Question: In our original slides on the Wrap Benefit Calculation, does the phrase "Monthly Benefits Age 65+) mean they kept getting that amount after age 65?

Answer: If this employee retires under the specific example in the slides, he/she would receive the monthly wrap benefit amount of $ 344.40 for the remainder of his/her life (less any reductions for spousal benefit). This amount does not change when the employee reaches age 65.

Kelly reviewed some changes I made to the slides to make the example on the Wrap Benefit Calculation easier to understand however, she really wants Roy to review and ensure that the language is accurate and he has been out of his office. I know this is just to use as an aid in answering question, etc., but I want it right, too! Sorry for the delay. I'll forward as soon as I can. Thanks

[redacted]

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Janitor 'B' Hypothetical Examples

Janitor 'B' Pay - Example 1 - Stays in Janitor

Date	Increase	Wage Rate	Increase Type
6/11/2018		$ 14.566	Start Rate
9/10/2018	$ 1.040	$ 15.606	13 Week Rate Increase
6/10/2019	$ 2.267	$ 17.873	1st yr anniversary increase
6/8/2020	$ 2.267	$ 20.140	2nd yr anniversary increase
6/7/2021	$ 2.266	$ 22.406	3rd yr - top Janitor rate 2021*
	-	$ 12.520	COLA (estimated for example)
8/1/2021	$ 0.100	$ 12.620	COLA (estimated for example)
11/1/2021	$ 0.050	$ 12.670	COLA (estimated for example)
2/1/2022	$ 0.080	$ 12.750	COLA (estimated for example)
4/1/2022	2.0%	$ 22.854	Gen Wage Increase @ 2.0% est.
5/1/2022	$ 0.070	$ 12.820	COLA (estimated for example)

Janitor B Rates		
Start	$ 14.566	2018
13 wk	$ 15.606	
Start	$ 14.857	2019
13 wk	$ 15.918	
Start	$ 15.154	2020
13 wk	$ 16.236	

***Assumption: GWI for years 2021 and beyond is estimated at 2% annually**

Janitor Rates		
$ 21.114	2018	2.0%
$ 21.536	2019	2.0%
$ 21.967	2020	2.0%
$ 22.406	2021	2.0%*
$ 22.854	2022	2.0%*

$ 22.406	2021 top rate
$ 15.606	13 wk prog rate - 2018
$ 6.800	Difference
$ 2.267	1/3 of difference = annual increase

Janitor 'B' Pay - Example 2 - Bids to Proj. Worker

Date	Increase	Wage Rate	Increase Type
6/11/2018		$ 14.566	Start Rate
9/10/2018	$ 1.040	$ 15.606	13 Week Rate Increase
6/10/2019	$ 2.267	$ 17.873	1st yr anniversary increase
12/15/2019	$ 10.869	$ 28.742	Awarded Project Wrker Bid
	-	$ 12.150	COLA (estimated for example)
2/1/2020	$ 0.040	$ 12.190	COLA (estimated for example)
4/1/2020	2.0%	$ 29.317	Gen Wage Increase @ 2.0%
5/1/2020	$ 0.090	$ 12.280	COLA (estimated for example)
8/1/2020	$ 0.020	$ 12.300	COLA (estimated for example)
11/1/2020	$ 0.070	$ 12.370	COLA (estimated for example)
2/1/2021	$ 0.050	$ 12.420	COLA (estimated for example)

27.637	2019 Proj Wrkr
$ 28.742	104% Proj Wrkr
28.189	2020 Proj Wrkr
$ 29.317	104% Proj Wrkr

Janitor 'B' Pay - Example 3 - Bids to Proj Wrkr then Bumps

Date	Increase	Wage Rate	Increase Type
6/11/2018		$ 14.566	Start Rate
9/10/2018	$ 1.040	$ 15.606	13 Week Rate Increase
6/10/2019	$ 2.267	$ 17.873	1st yr anniversary increase
12/15/2019	$ 10.869	$ 28.742	Awarded Project Wrker Bid
	-	$ 12.150	COLA (estimated for example)
2/1/2020	$ 0.040	$ 12.190	COLA (estimated for example)
4/1/2020	2.0%	$ 29.317	Gen Wage Increase @ 2.0%
5/1/2020	$ 0.090	$ 12.280	COLA (estimated for example)
8/1/2020	$ 0.020	$ 12.300	COLA (estimated for example)
9/30/2020	$ (7.350)	$ 21.967	Layoff - Bump Back to Janitor
11/1/2020	$ 0.070	$ 12.370	COLA (estimated for example)
2/1/2021	$ 0.050	$ 12.420	COLA (estimated for example)
4/1/2021	2.0%	$ 22.406	Gen Wage Increase @ 2.0% est.
5/1/2021	$ 0.100	$ 12.520	COLA (estimated for example)
8/1/2021	$ 0.100	$ 12.620	COLA (estimated for example)
11/1/2021	$ 0.050	$ 12.670	COLA (estimated for example)
2/1/2022	$ 0.080	$ 12.750	COLA (estimated for example)

27.637	2019 Proj Wrkr
$ 28.742	104% Proj Wrkr
28.189	2020 Proj Wrkr
$ 29.317	104% Proj Wrkr

Janitor 2020 top rate	21.967
Janitor 2021 top rate	22.406 estimated

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FBP-USW D&D Unit Negotiations

Company's Best and Final Offer
December 12, 2017

Confirming all prior discussions between FBP (Company) and the USW, Local 689 (Union), the Company offers the following Best and Final Offer (BAFO) for the D&D Unit collective bargaining agreement. This offer addresses all remaining issues and confirms the Union's commitment to put this Best and Final offer to a ratification vote, with a recommendation to ratify endorsement by the Union Committee to the Unit membership, on or before December 21, 2017. This offer is summarized below and includes reference to all the tentatively agreed upon Articles by version and other specific conditions exclusive to this Best and Final Offer and may change if not ratified. It is duly noted that the provisions identified in item 2 below are conditions of this Best and Final offer that are exclusive to this offer and not guaranteed in any potential future offers if not ratified.

1. The Company and the Union agree to a plan for a joint concerted effort to eliminate or greatly reduce the current grievance backlog.

2. For this Best and Final Offer, the wages as noted in Appendix A – Wage Schedule, the general wage increases will be increased from 1.75% to 2.0% annually and be effective retroactive to March 28, 2016 – expiration date of the last CBA, and on that week each year thereafter.

3. All MOU's and MOA's agreed upon during the course of these negotiations, and since the last contract ratification, have been either implemented as a result of this final offer and incorporated within or are of no further effect as a result of this contract ratification.

4. The Parties agree to enter into a Memorandum of Agreement (MOA) to implement the FBP Fire Protection Services Fitness Qualification Program Plan; and to engage in effects bargaining on this subject within 30 days of ratification of the Agreement.

5. The final offer includes the following Articles and their respective revisions to be incorporated into the ratified collective bargaining agreement:

    - Contract Introduction
    - Article I – Contract Scope, Rev. 2a, as amended 12/6
    - Article II – Recognition, Rev. 1
    - Article III – Union Security & Deduction of Dues, Rev. 2
    - Article IV – Management Clause, Rev. 2
    - Article V – Continuity of Operation, Rev. 1
    - Article VI – Protective Security, Rev. 2
    - Article VII – Grievance Procedure, Rev. 4
    - Article VIII – Seniority, Rev. 5e, as amended 12/6, and Section 5, Rev. 7
    - Article IX – Leave of Absence, Rev. 10a as amended 12/6/17
    - Article X – Hours of Work, Rev. 5 as amended 11/16/17
    - Article XI – Wages, Rev. 4
    - Article XII – Layoff Allowance, Rev. 1
    - Article XIII – Paid Time Off (PTO), Rev.3
    - Article XIV – Health & Safety, Rev. 4b as amended 11/16/17
    - Article XV – Job Descriptions, Rev. 3
    - Article XVI – Miscellaneous, Rev. 5
    - Article XVII – Benefits, Rev. 6 as amended 11/16/17
    - Article XVI – Term of Agreement, Rev.1
    - Appendix A – Wage Schedule as amended by BAFO

- Appendix B – Shift Schedules, Rev. 1
- Appendix C – Cost of Living Allowance (COLA), Rev. 2

December 12, 2017
Fluor-BWXT Portsmouth, LLC

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

December 12, 2017
USW, Local 689

Herman Potter, President, Local 689
United Steelworkers International Union

Fluor-BWXT | Portsmouth

UNITED STEELWORKERS

USW

UNITY AND STRENGTH FOR WORKERS

CONTRACT

Between
FLUOR-B&W PORTSMOUTH LLC
PORTSMOUTH GASEOUS DIFFUSION PLANT
and
UNITED STEELWORKERS, AFL-CIO
On behalf of USW LOCAL NO. 689

Effective: 12:01 A.M. – March 29, 2016
Expiration: 11:59 P.M. – March 28, 2021

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CONTRACT INTRODUCTION

Parties -- This project-specific Contract is made and entered into by and between Fluor-B&W Portsmouth LLC, which is managing, integrating and executing remediation and/or decontamination and decommissioning services at the U.S. Department of Energy's (DOE) Portsmouth Gaseous Diffusion Plant (PORTS), Piketon, Ohio, under DOE contract No. DE-AC30-10CC40017, hereinafter referred to as the "Company"; and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO, and its affiliated Local Union No. 689, hereinafter referred to as the "Union" or "USW." The "Company" shall consist of the bidding entity, including teaming partners and pre-selected subcontractors signatory to the Contract; successors to the bidding entity; successors to teaming partners or subcontractors signatory to the Contract, in the event part, or all, of the Contract is assigned or transferred to other entities to perform work under this contract.

The Company and the Union desire to establish satisfactory wages, hours, working conditions, and conditions of employment for the employees of the Company covered by the terms of the Contract, and further, to encourage cooperation and understanding between the Company and the Union to the end that a mutually satisfactory, continuous, and harmonious relationship may exist between the parties to this Contract.

ARTICLE I - CONTRACT SCOPE, Rev. 2a

Section 1 - General

This Contract shall constitute the complete agreement between the parties hereto with references to wages, hours, working conditions, and conditions of employment. Any additions, waivers, deletions, changes, amendments, memorandum of understanding, or modifications that may be made to this Contract shall be effected through the collective bargaining process between authorized representatives of the Company and the **United Steelworkers, AFL-CIO on behalf of the USW Local 689 subject to ratification by the membership** who is employed by Fluor-BWXT Portsmouth, LLC. All other written or verbal understandings between the parties, not incorporated herein by reference at the effective date of this Contract, are hereby terminated. Any application, interpretation, or alleged violation of this Contract or of amendments thereto can be a proper subject for the grievance procedure.

Section 2 - Scope of Work

This scope of work has been developed to reflect a changing mission as defined by the DOE contract with Fluor-B&W Portsmouth LLC and shall cover all non-construction operations at the Portsmouth facility.

The statement of work described below in this Section serves as a more complete understanding of the work to be assigned to the USW-represented workforce. Nothing in this statement of work should be construed as an obligation on the part of the Company to assign an element of scope to the USW for performance in accordance with this section.

Work covered by the Agreement shall consist of non-construction activities that may require process knowledge of and experience with gaseous diffusion technology. These work activities include but are not limited to the following:

1. Process equipment operations such as converter, compressor operations and process support facility operations.
2. Auxiliary process equipment operations such as seal exhaust system operation.
3. Non process equipment operations such as steam, nitrogen, cooling water, fire water in support of the process equipment operations.
4. Utility Operations in support of site services such as sanitary water, sewer, site steam, power, ground water pump and treat.
5. Surveillance and maintenance of site facilities and equipment.
6. Surveillance and maintenance of shutdown and deactivated facilities and equipment prior to turn over for demolition.

7. Facility stabilization to prepare a facility for demolition, such as removal of hazardous materials including lighting ballast and hazardous waste oils.
8. Primary utility isolation to facilities and equipment as part of facility shut down such as air gapping of power and water lines as required.
9. Specialized site services such as laundry distribution, equipment calibration, transportation, rigging in support of general operational activities prior to facility turnover for demolition.
10. Salvageable equipment, specified equipment, and material removal, prior to determination of acceptability for onsite disposal and/or prior to facility demolition such as converters and compressors.
11. Radioactive decontamination of facility components or equipment, as specified, prior to facility turnover for demolition such as removal of loose contamination or fixed contamination to a desired level for DOT shipping requirements, or Waste Acceptance Criteria for **On Site Waste Disposal Facility (OSWDF)** disposal.
12. Nuclear material holdup removal in facility components and/or equipment, as required, to achieve regulatory or shipping requirements prior to facility turnover for demolition such as removal of uranium holdup material to a level that meets DOT shipping requirements for offsite disposal or Waste Acceptance Criteria for **(OSWDF)** disposal.
13. Cell housing panel removal, as required, for access to compressors and converters for which a determination for onsite disposal has not been made.
14. Process equipment removal, as specified, prior to determination of acceptability for onsite disposal and /or, in preparation for facility demolition such as cut, cap, rig and remove converters and compressors.
15. Non-process equipment removal, as specified, prior to determination of acceptability for onsite disposal and /or, prior to facility turnover for demolition.
16. Nuclear material handling and disposition such as uranium product packaging, shipping and cylinder management.
17. Waste handling, packaging, and onsite transportation for offsite disposition such as handling and packaging of waste for offsite shipment via commercial truck or rail to Nevada Test Site, commercial disposal facility, or recycler. This includes pickup of containerized waste from facility demolition project boundaries destined for offsite disposition. This does not include waste/debris handling from the demolition site **or excavation site** to an On-Site Waste Disposal Facility (OSWDF) staging area, the preparation of equipment, components, or waste for placement in the OSWDF, and placement into the OSWDF during its construction **and through its closure**.
18. Limited asbestos containing material removal such as cell housing panel removal, removal for routine maintenance activities, removal for access to locations to perform work as set forth in this paragraph. Note: This activity is for small-scale maintenance work as defined by Ohio law and does not imply that large-scale asbestos removal or abatement is intended under this agreement.

The scope of work covered by this Agreement will be limited to non-construction activities as set forth above. This Agreement does not cover construction or construction related work including but not limited to the following:

1. Demolition or removal of any structures, equipment, and utilities remaining after a facility, portion of a facility, or physical area has been turned over from operations as ready for demolition.
2. Installation and management of utilities within a construction or demolition activity boundary such as management of temporary lighting or water within a construction or large scale abatement area.
3. Decontamination and cleaning of facility components, equipment, and construction tools and equipment after the facility, portion of a facility, or physical area has been turned over from operations as ready for demolition.
4. OSWDF construction and waste/debris handling from a demolition site to a waste preparation area and waste placement into the OSWDF during its construction
5. Soils, landfill, or waste pit remediation.
6. Site re-grading, seeding and refurbishment after demolition or soil remediation activities
7. Large scale asbestos removal/abatement or handling.
8. Construction, alteration or repair work not subject to the Service Contract Act.

ARTICLE II – RECOGNITION, Rev. 1

Section 1 - Establishment and Limitation

In conformity with the Labor-Management Relations Act of 1947, as amended, the Company recognizes the Union as the sole and exclusive bargaining agent for those hourly employees within this bargaining unit, excluding Police and salaried personnel, included in the National Labor Relations Board Certification No 9-RC-2361 with respect to rates of pay, wages, hours of employment, and other conditions of employment. The Company shall bargain with no other Union for the representation of employees within this bargaining unit during the life of this Contract.

Section 2 - Definition of Employee

The term "employee" as used herein shall mean any person represented by the Union as set forth in Article II, Section 1 of this Contract.

Section 3 - Distribution

As a means of informing all employees as to their rights, privileges, and obligations under this Contract, the Company agrees to furnish a copy of this Contract to each employee covered by this Contract.

Section 4 - Noninterference

The Company agrees not to interfere with the right of employees to join or belong to the

Union and the Union agrees not to intimidate or to coerce employees to join the Union. The Company further agrees not to discriminate against any employee due to Union membership or Union activity. The Union agrees neither to solicit for membership nor to collect Union funds on Company time.

ARTICLE III – UNION SECURITY AND DEDUCTION OF DUES, Rev. 2

Section 1 - Dues Requirements

All employees within the Bargaining Unit who are members of the Union upon the execution of this Contract shall, as a condition of employment, maintain their membership to the extent of tendering the periodic dues uniformly required as a condition of retaining membership. All employees in the Bargaining Unit who are not members of the Union upon the execution of this Contract, but who later elect to join the Union, shall at all times thereafter maintain their membership in the Union as a condition of employment, as set forth above. All employees hired after the execution of this Contract shall, as a condition of employment, become members of the Union not later than thirty-one (31) days after the date upon which they were hired, and shall thereafter maintain their membership in the Union as a condition of employment, as set forth above.

The Union agrees that it shall indemnify the Company and save it harmless from any and all claims which may be made against it on any account or amounts deducted from wages as provided in this Article.

Section 2. Delinquency of Dues

Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay delinquent dues. If the employee fails to pay the delinquent dues, the Union shall then notify the Company of the delinquency. Upon receipt of such notice in writing, the Company shall then notify the employee to pay the delinquent dues and if such dues are tendered within one (1) calendar week after receipt of this notification from the Company, dismissal under this Article shall not be required.

Section 3. Deduction of Dues

For the convenience of the Union and its members, the Company, during the life of this Contract, shall deduct an initiation fee and regular monthly dues from the paychecks of each employee who individually and voluntarily executes and delivers to the Company an Authorization and Assignment **on the authorization form provided by the Union. The Company will check off monthly dues or service charges, including where applicable, initiation fees and assessments, each in amounts designated by the International Union Secretary-Treasurer. The Company shall remit any and all amounts so deducted to the International Secretary-Treasurer with a completed summary on USW Form R-115 or its equivalent.** An Authorization must be delivered to the Company at least seven (7) days before the payday of the month in which the first **weekly** deduction is to be made.

Section 4. Authorization of Deduction

An Authorization and Assignment shall be irrevocable for a period of one (1) year from the date thereof or until termination of this Contract, whichever occurs sooner, and shall automatically

renew itself for successive irrevocable annual periods unless the employee who signed it gives notice to the contrary in writing by registered mail to both the Company and the Union no less than two (2) days and no more than seventeen (17) days before the expiration of the Authorization or before the expiration of any annual renewal period as the case may be.

Section 5. Make-Up Dues

Upon receipt from the Union, of Union members' names and amounts of dues that have been missed through payroll deductions, the Company shall deduct the make-up dues in the following payroll period, or in subsequent payroll periods as the money becomes available, and forward to the **International Secretary-Treasurer** of the Union, in accordance with Section 3 of this Article.

Section 6. Termination of Deduction

No deductions under this Article shall be made from paychecks from Union members who have terminated their employment or transferred out of the Bargaining Unit prior to the **first** payday of the month, unless they have worked or received paychecks equivalent to five (5) workdays or more in that month.

ARTICLE IV – MANAGEMENT CLAUSE, Rev. 2

The management of the Company and the authority to execute all of the various functions and responsibilities incidental thereto, are vested in the Company. The direction of the workforce, the establishment of plant policies, the determination of the processes and means of work execution, the units of personnel and work schedules required to perform such processes, **assignment of overtime** and other responsibilities incidental to the operation of the plant are vested in the Company. Such duties, functions, and responsibilities shall also include hiring, retirement, disciplining, evaluating the qualifications of employees, and promotions. The exercise of such authority shall not conflict with the rights of the Union under the terms of this Contract.

ARTICLE V – CONTINUITY OF OPERATION, Rev. 1

There shall be no strikes, lockouts, work stoppages, picket lines, slowdowns, secondary boycotts, or disturbances. The Union agrees to support the Company fully in maintaining operations in every way.

Participation by any employee or employees in an act violating this provision in any way shall be cause for discharge by the Company. Any discipline imposed shall be applied equally and indiscriminately to all employees according to the degree of involvement.

ARTICLE VI - PROTECTIVE SECURITY, Rev. 2

It is recognized that all members of the Union and the Company are required to comply with all protective security measures now in effect. If the Company is notified by DOE that this Contract in any way violates security measures which are now in effect, or which may be put into effect later, the Company shall in turn immediately notify the Union in writing of the need to renegotiate the section or sections of the Contract for the purpose of making the required changes.

The Company and the Union have agreed that members of the Bargaining Unit will act as security escorts for other Bargaining Unit members, both new hires and present members, when requested to do so by supervision.

The Company will give preferential consideration for filling part-time, non-USW Assignment Specialist (Escort) positions to laid-off USW employees on the recall list or USW employees who have received notification of their pending layoff. Wages, benefits, and work conditions for these part-time positions will be in accordance with those policies already established under salaried guidelines.

Laid-off USW employees who accept these part-time opportunities will still be considered laid-off from their hourly positions for purposes of the collective bargaining agreement and remain eligible for recall to an hourly position and maintain any associated severance. Since these positions will require an L and/or Q clearance to perform the job, the USW member's security clearance will be maintained or reactivated **consistent with the DOE security clearance program.**

ARTICLE VII – GRIEVANCE PROCEDURE, Rev. 4

Section 1 - Intent and Distribution of Answers

The parties to this Contract recognize that grievances should be settled promptly and as close to their source as possible. Further, both parties shall endeavor to present all the facts relating to the grievance at the first step of the grievance procedure in order that an equitable solution may be achieved. Copies of written responses to grievances shall be distributed or mailed to the Local Union Hall.

The Company shall recognize a union grievance committee, not to exceed five (5) representatives. The Union grievance committee will function at Step 2 of the grievance procedure. The grievance procedure shall be used for the purpose of settling claims and disputes on all matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims or disputes involve the interpretation or application of this Agreement.

Section 2 - Union Representatives

A. Number of Representatives

The Company shall recognize the following number of properly certified Union representatives in the plant for the purpose of representing employees in the manner specified in this Grievance Procedure:

1. The Local Union President or designated representative.
2. The General Grievance Committee consisting of the Vice-President of the Local Union who shall serve as Chairperson, and three (3) Committeepersons.
3. One (1) Steward for each thirty (30) Union members. The number may be adjusted as mutually agreed by the parties as the need arises.

When a properly certified Union representative is unavailable for any reason, the Company shall recognize an alternate certified by the Union. It is understood that only one, the Steward or the alternate, will be recognized for each incident.

B. Steward Districts

The Company will recognize Union Steward Districts as defined by the Union, but not to exceed the number specified per Article VII, Section 2(A)(3). The Union will provide the Company with a current listing, as changes occur, of recognized stewards and alternates and the districts which each represents.

C. Grievance Investigation

Certified Union representatives shall be excused from work for reasonable periods of time during their scheduled working hours when handling grievances in the appropriate steps of this Grievance Procedure, excluding arbitration, without loss of pay. These representatives shall be paid upon

presentation of a form approved by the Company.

D. Joint CBA Training Committee

After ratification of the **2017 Agreement** between FBP and USW, a Joint Training Committee will be established for the purpose of providing an overview of the new labor agreement. The dates for training shall be mutually decided by the committee. The Joint Training Committee shall have two (2) members appointed by each party.

The parties shall periodically reconvene for the purpose of reviewing issues that may be communicated and inform Union Committeepersons, Stewards and management representatives.

Section 3 - Disciplinary Cases

It is recognized that the maintenance of discipline is essential to the orderly operation of the plant and also that the invoking of disciplinary action should be designed to correct the conduct of the employees involved rather than to punish.

In the great majority of infractions of rules, termination of employment for disciplinary reasons is justified only after the employee has been given the opportunity to correct his/her behavior and has failed to respond to disciplinary measures. Suspension of employees with or without pay for various lengths of time as determined by the Company is recognized as a legitimate method of discipline under the terms of this Contract

A. Discussions

When an employee is called into a discussion which may result in disciplinary documentation, including reprimand, suspension or discharge, or being sent home, the employee shall be fully informed that a Union representative may be brought into the discussion. Any of the above can be a proper subject for the grievance procedure.

The decision to terminate an employee will not be made until at least two (2) full working days have elapsed from the infraction. During this time, thorough consideration will be given to all facts and circumstances which are relevant to the matter. At the request of the Union, Company representatives will meet with Union representatives during the two (2)-day period to discuss such relevant facts and circumstances.

B. Record Review

Written records of past documented disciplinary discussions, written reminders, or suspensions which have been placed in the employee's file, exclusive of actions resulting from any future violation of Article V, shall be reviewed by the end of one (1) year by the employee's supervision and the employee to determine whether they should be removed from all files and destroyed or retained up to a maximum period of two (2) years

C. Initiation of Grievances - Step 2

If the employee or the Union files a written grievance protesting a suspension or discharge within ten (10) days, such grievance shall be initiated at Step 2 of the grievance procedure. If such discharge or suspension is found to have been unjustified, the employee shall be reinstated to his/her former job and shall be compensated for all earnings lost, less pay for any penalty time decided upon, if any

D. **Security Clearance Requirement [moved this Section to the Seniority Article]**

Section 4 - General Grievances

Controversies may arise of a nature so general as to directly affect the majority of employees in a classification or department, or the majority of all employees. It is agreed that issues of this nature need not be subjected to the entire grievance procedure but may be initiated at Step 2.

Attendance at Grievance Hearings initiated at Step 2 may include members of both negotiating committees.

Section 5 - Time Limits

A. Extension
Any grievance not taken up with an employee's immediate supervision within ten (10) days after the employee, or a certified Union representative has knowledge of the occurrence of the incident from which the grievance arose, cannot be processed through the grievance procedure. The employee or a certified union representative may request an extension of five (5) days to investigate the grievance. Such requests shall be received by the Company within the first five (5) day period. Such extension requests should be in written form (email or letter).

B. Withdrawn-Settled
A grievance shall be considered settled or withdrawn if the decision of the Company is not appealed to the next higher step in the grievance procedure within ten (10) days after a decision has been rendered by the Company, unless this period is extended by mutual agreement between the parties.

C. Answer
Any grievance not answered within the specified time limit may be immediately taken to the next higher step of the grievance procedure.

D. Calculation of Time
In the calculation of time limits under the grievance provisions, including arbitration, "days" shall mean calendar days excluding Saturdays, Sundays, **and** Holidays.

E. Postponement-Hearing

A hearing at Step 1 may be postponed by mutual agreement of the Division Committee person and the department supervisor involved. A hearing at Step 2 may be postponed by mutual agreement between the Local Union Vice-President and the ~~HR/~~Labor Relations Manager or his/her designated representative.

Section 6 - Grievance Steps

Pre-Grievance Discussion: An employee who feels that he/she has a grievance may, as soon as reasonably possible, discuss it with his/her immediate supervisor and union steward. The employee's immediate manager shall answer the grievance as soon as possible, but no later than at the end of the next scheduled work shift of the aggrieved employee. Settlements made in this step of the grievance procedure shall have no precedent value.

Step 1: If the grievance has not been disposed of or settled satisfactorily in the Pre-Grievance discussion, it shall be reduced to writing by the steward or respective committee chairperson who shall file it with the Company. The steward or committee chairperson will provide the union with a copy. Within ten (10) days a meeting shall be held with the employee, steward, and the employee's immediate manager, and a labor relations representative to address the matter. The manager will give a reply in writing within three (3) working days after such meeting. Copies of grievance answers at Step 1 will be delivered or faxed to the Union by the Labor Relations representative within five 5) calendar days after being signed by both parties.

Step 2: If the grievance is not settled satisfactorily at Step 1, it may be appealed at the option of the Union to Step 2. If appealed to Step 2, the written grievance shall be referred to the Union Grievance Committee, which will schedule a meeting on a monthly basis for discussion of unresolved grievances with company representatives. The Union shall advise the Company of the grievance to be presented at least five (5) days before the meeting. The employer shall fax its answer to the Union and forward a copy of its answer within ten (10) days after the completion of discussions of any grievance.

A portion of time during Step 2 grievance meetings may be utilized for the discussion of other outstanding issues.

The attendance at Step 2 meetings shall include the Union Grievance Committee and the HR/Labor Relations Manager or his/her designated representative.

If no agreement is reached, the dispute may be referred to arbitration. If the arbitrability of the dispute is in question, the arbitrator shall first decide this issue by bench decision before hearing the rest of the dispute.

Section 7 - Monetary Settlements

Any money due an employee as a result of the settlement of a grievance shall be paid within two (2) weeks following the settlement; **unless a time is mutually agreed upon between the Union and the Company.** Written notification will be given to the Vice-President of the Union to this effect

Section 8 - Arbitration

A. Submission Procedure

1. Controversies which may arise concerning the reprimand, discharge, or suspension of employees; or controversies concerning the application, interpretation, or alleged violation of this Contract, which cannot be amicably settled in previous steps in the grievance procedure, may be submitted for settlement to an Impartial Arbitrator. The Company will date stamp and deliver a copy of the final Step **2** answer to the Union Vice-President, or designated representative. A grievance shall be considered withdrawn unless the Union appeals the grievance to arbitration within 45 days from the date of stamp.

2. The arbitrator shall not have the authority to review, revoke, modify or enter into any award with respect to:
    a. The discharge of an employee within their probationary period.
    b. Discharge removals made at the direction of the Department of Energy (DOE) under the terms of the Prime Contract with DOE.

B. Arbitration Selection Process

1. Within 45 days after either party notifies the other of its desire for Arbitration, as provided herein, either party may request the Federal Mediation and Conciliation Service (FMCS), or its successor, in writing, to submit a list of either five (5) or seven (7) arbitrators from which the Union and the Company shall strike off the names on the list who are not acceptable and shall indicate an order of preference of those remaining. In the event all names are stricken from the list, the Union and the Company shall within ten (10) days of such action request the FMCS, or its successor, to provide a second list containing the names of five (5) or seven (7) arbitrators. The parties will then strike the names of the arbitrators until one (1) arbitrator remains that will then be designated to hear the dispute.

2. Grievances processed through Step 2 of the grievance procedure normally will be presented to the Arbitrator in the order that they are filed; however, the Union may indicate cases of high priority to be heard by the arbitrator out of normal order.

3. In the event a dispute should arise involving any classified information, the arbitrators must have a security clearance as required by DOE.

4. Cost of official transcripts of arbitration proceedings shall be **split between the parties, and both provided a copy.**

5. Should one of the above arbitrators die, become incapacitated, or refuse to act, the parties thereto shall mutually agree upon a successor to the panel.

C. Stipulation of Issues

The Company and the Union may stipulate the nature of the dispute and the issues involved jointly in one (1) stipulation or singly in separate stipulations. In the event that the parties stipulate the nature and issues of the dispute singly, a copy of such stipulation shall be furnished to the other party at the same time the stipulation is submitted to the arbitrator.

D. Hearing Date

It is agreed by the parties to this Contract that arbitration cases shall be heard as soon as possible. On a date agreeable to both parties, the date to be set in conformity therewith by the arbitrator, the parties, or their designated representatives, shall at the time and place appointed by the arbitrator, appear and present either a written or oral statement of the issues involved for consideration by the impartial arbitrator. Any written statement of issues shall be furnished to the other party at the arbitration hearing. In designation of the place, the arbitrator shall be restricted to the area in which the plant is situated unless otherwise agreed upon. The arbitrator shall schedule hearings of grievances in the order in which such grievances are submitted, unless the Company and the Union agree upon a different order for hearing.

E. Decision-Time Limit

The Arbitrator shall render a decision on every grievance which has been submitted within thirty (30) calendar days from the date of hearing, unless additional time is requested by the arbitrator and is mutually agreed upon between the Company and the Union.

F. Implementation of Decision

The decision of the arbitrator shall be final and binding upon both parties and shall invoke immediate compliance by the parties. Any money due an employee, as a result of such decision shall be paid not later than two (2) weeks following the receipt of a written decision to this effect; **unless a time is mutually agreed upon between the Union and the Company.** It is recognized by the parties that certain rights of appeal of decisions exist.

G. Cost

The general hearing expenses and the expense and compensation of the arbitrator shall be borne by and divided equally between the Union and the Company.

H. Attendance at Hearing

In all proceedings under this section, the Company shall release from work the following employees (if they are Fluor-BWXT Portsmouth LLC employees) when deemed necessary by the Union for a fair and reasonable presentation of its case before the arbitrator without loss of earnings:

1. President
2. **A** member of the General Grievance Committee **or** a Steward
3. Not more than two (2) aggrieved employees

Additional Fluor-BWXT Portsmouth LLC employees will be released upon request, without pay, provided that supervision can make arrangements to efficiently continue the work.

I. Power of Arbitrator

The impartial arbitrator shall not have the power to make any award which changes, amends, or adds to the provisions of this contract.

ARTICLE VIII – SENIORITY, Rev. 5e & Section 5, Rev. 7

Section 1 - Definitions

A. Permanent Vacancy

An addition of an employee in a classification for a period in excess of thirty (30) days shall constitute a permanent vacancy, to be filled under provisions of this Article. When the addition is a new hire, the posting procedures of this Article will be initiated upon the employee's arrival in the department or within thirty (30) days of hire, whichever comes first.

When the Company determines that the absence of an employee who was replaced under Section 6(D)3 will exceed thirty (30) accumulated days the opening shall be posted or the temporary assignment discontinued.

B. Bargaining Unit

Bargaining Unit for purposes of this Agreement refers to the hourly employees represented by USW performing work for the Company within the scope of work set forth in this Agreement (as amended from time to time).

C. 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.

The seniority of each employee is his or her relative position with respect to other employees. In the event two or more employees have identical bargaining unit seniority, seniority will be ordered based on the greater seniority being given to the person with greater site-wide seniority. In the event that multiple employees have identical site-wide seniority, then seniority will be ordered based on the greater seniority being given to the earlier(est) birth date (mm/dd/yy).

D. Classification Seniority

Classification Seniority is the total length of allowable time an employee has spent in the classification of a USW represented position. The classification seniority of each employee is his or her position relative to said classification. In the event two or more employees have identical classification seniority, seniority will be ordered based on bargaining unit seniority. Thereafter, the rules of ordering seniority as described above will apply.

E. Site-Wide Seniority

Site-wide Seniority is the total length of time an employee has been employed in a USW represented position by a Portsmouth site employer. In the event that multiple employees have identical site-wide

seniority, then seniority will be ordered based on the greater seniority being given to the earlier(est) birth date (mm/dd/yy).

F. 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.

G. 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 Company job classification and does not continue active employment with the Company. The list shall rank employees by classification in order of classification seniority. Individuals may be on more than one classification recall list. Individuals shall remain on this list for no longer than **eight (8)** years from the date of layoff. This list is jointly maintained by the Company and the Union.

H. Site-Wide Recall List
The Site-Wide Recall List is defined as that list on which an employee is placed at the time that he or she is either voluntary or involuntarily laid off from a position with other DOE site contractors and does not continue active employment with any of those entities. Individuals shall remain on this list for no longer than **eight (8)** years from the date of layoff. This list is maintained by the Union.

Section 2 - Company Service Credit

Employees shall receive previous company service credit earned at the Portsmouth Site while employed with other DOE Portsmouth 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 on 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:

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. Public Office for the duration of a single term of office only;

3. Non-occupational Disability;
4. Union official on full-time international status;
5. Educational Exit

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 **eight (8)** 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 **eight (8)** 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

All new employees 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

A. 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.

B. 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.

C. 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.

D. Surplus Options

If further reductions are required, an equivalent number of senior employees will be permitted to take voluntary lay-off as stipulated in the following:

1. Voluntary Layoff Options

   a. Voluntary Layoff with Recall Rights

      Any employee within the classification having more seniority than the employees who are scheduled to be laid-off may accept a voluntary layoff as described below. The employee will be placed on the recall list of the classification from which he/she is laid-off.

      Employees electing to take voluntary layoff will be paid a layoff allowance on a weekly basis up to the eligibility shown in Article XII.

   b. Voluntary Layoff Without Recall Rights

      Any employee within the classification having more seniority than the employees who are scheduled to be laid off may accept a voluntary layoff without recall rights to thereby reduce the personnel units otherwise scheduled to be laid-off provided the procedure in paragraph (3) below is followed. Employees accepting a voluntary layoff without recall rights will be paid a lump sum layoff allowance consistent with Article XII.

   c. Voluntary Layoff Application Procedure

      1. Written application must be made to the Human Resources Department. This application must be presented during the first half of the period between the date of announcement of the reduction in force and the effective date of the layoff.
      2. "Acknowledgment of the Conditions of Layoff," will be signed by employees electing to take voluntary layoff.
      3. The senior employees permitted to accept a voluntary layoff from any classification shall not exceed the number scheduled to be laid-off from such classification.

Section 5 - Filling Vacancies/Bidding Process (White Bid)

A. Filling Permanent Vacancies

1. When a vacancy exists, the vacancy will first 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. The Company shall provide notice as provided in Section 7 of this Article. 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 **active** FBP USW employees the opportunity to bid for this job opening. The Company shall post a notice designating the job classification, qualifications, and pay rates for seven (7) calendar days on the Company bulletin boards. An FBP USW employee may sign the posting indicating their intent to be considered for the opening. The Company employee with the most bargaining unit seniority who qualifies and who has signed the posting shall be moved into the vacancy.

   Classification seniority begins the date of the award of the White Bid.

   An employee who has been awarded a permanent vacancy shall be transferred as soon as possible, but no later than **ninety (90)** days after the vacancy posting period has been completed. **If the transfer exceeds ninety (90) days the awardee will be paid out of class pay at double the higher base hourly rate, plus COLA.**

   An employee who has been awarded a permanent vacancy shall be required to accept the vacancy.

3. If a vacancy is not filled under subsections 1 or 2 of this Section, then the Company shall provide an offer to USW represented individuals, in order of bargaining unit seniority, who are laid-off from the Company from classifications other than the classification in which the vacancy exists. Such employees must be qualified for the vacancy and have proof of such qualification in their records at the time the vacancy is being filled.

4. **During the 7-day posting period in Step 2 all interested volunteers from two other PORTS Site employers, MCS or PMA, will notify the USW Union Hall of their desire to be considered as candidates for the USW openings posted on the FBP in-house monitors and at the Union Hall. The Union will provide a list of potential candidates from those who notify the Union during the one-time 7-day open bid period, ranked in site wide seniority order to FBP Labor Relations, for consideration. FBP Labor Relations will make two attempts to contact the individuals via telephone as in Step 3, and request a resume citing qualifications which will be reviewed prior to arranging for an interview.**

5. **Additionally during the same 7-day posting period identified in Step 2, FBP Labor Relations will review the current Site-Wide Recall list, from MCS and/or PMA, as provided by the Union, ranked in order of site-wide seniority. The qualifications of employees on this list will be reviewed and if qualified, contacted regarding their interest in the opening(s) in order of site-wide seniority.**

The most senior candidates will be contacted as in the previous steps 3 and 4; no more than two telephone calls from Labor Relations will be the mechanism of notification, followed by a letter confirming the individual's acceptance for scheduling of an interview or declination of the offering. Depending upon the individual's response, the letter of declination may also note whether the individual desires future contacts for such openings, prefers only to be contacted for openings in their classification, or does not want to be contacted again for any openings in the future. Step 5 is the last Step which permits USW-represented employees to bid on the opening(s).

6. If no qualified employees can be obtained in a timely manner from the aforementioned sources, then the Company may hire qualified employees from any source **in accordance with all required preferences and provisions required by law.**

7. The parties will mutually maintain **D&D Bargaining Unit** seniority and recall lists. Each three (3) months, 16 current copies of seniority lists, and each month 16 supplemental lists of new employees, shall be furnished the Union General Grievance Committee.

Section 6 - Addition to an Existing Classification with FBP

A. Orange Bid Process

1. When the Company determines employee(s) are to be added to a classification, the Company shall post a notice designating the groups(s) needing an increase in employees, which may be signed by an employee in that classification. The posting shall be for seven (7) calendar days on the Department Bulletin Boards of those departments to which employees in the classification are assigned.

2. The employee(s) with the most classification seniority who has/have signed the posting shall be moved into the designated group. The employee(s) who has/have been awarded shall be transferred as soon as possible, but no later than **thirty (30)** days after the posting period has been completed.

3. The Company shall post again as in Item 1, and accomplish the second movement as in Item 2.

4. Regardless of classification seniority, the added employee in the classification shall move into the group from which the employee in Item (3) moved. However, when more than one employee is being recalled to more than one group at the same time, the recalled employees shall be canvassed in order of classification seniority to determine preference among such group.

5. These movements resulting from any posting under Item 1 shall be accomplished not later than the second Monday following the determination of the moving employees under Items 2, 3, and 4.

6. Not more than **two (2)** permanent movements within a classification shall result from each posting under Item 1.

B. Returning to a Classification

1. When an employee returns to a classification under Section 4(A) Reduction in Force, Section 2(A) Leave of Absence, or Section 2 (B) Military Service, the returning employee shall return to the group which he/she left. Should this create an excess in that group, procedures outlined in Section 6(C-3) shall be followed.

C. Permanent Movements Within a Classification

1. When the Company determines that there is a need to increase the number of employee(s) in a group and to decrease the number of employee(s) in another group within the same classification, for a period in excess of thirty (30) days, the Company shall post a notice designating the groups involved which may be signed by any employee in that classification.

2. The employee with the most classification seniority, who has signed the posting, shall be moved to the group in which the Company indicated there is a need.

3. The group in which the Company determined there is an excess number shall be canvassed to determine if an employee desires to fill the vacancy created in Item (2). If no employee elects to accept the vacancy, then the least senior employee in the excess group shall move to any group where the employee can displace an employee with less classification seniority. The least senior employee in such group which has been displaced shall be permitted to bump to any group in the classification where he/she can displace a less senior employee. This procedure will continue until the need is filled, but not for more than **two** bumps. If the need has not been filled after **two** bumps have occurred, the employee displaced by the **second** bump shall be assigned to the remaining opening.

4. In the event that no one bids for the posted vacancy under Section6(C)1 above of this Article VIII and that no movement results under Section 6(C)(2) above of this Article VIII, then the excess group is canvassed to determine if anyone desires to fill the vacancy. If no employee elects this option, then the least senior employee in the excess group shall move to any group where he/she can displace a less senior employee. The least senior employee in the group which is displaced by the movement out of the excess group shall be permitted to bump to any group in the classification where he/she can displace a less senior employee. This procedure will continue until the need is filled, but not for more than **two** bumps. If the need has not been filled after **two** bumps have occurred, the employee displaced by the **second** bump shall be assigned to the remaining opening.

5. **An informal realignment process may be utilized in order to limit impact to work provided the seniority rights of the employees are protected.**

D. Temporary Movement Within a Classification

The following procedures are established which shall give consideration to seniority in temporarily assigning employees among groups within each classification:

1. When assignments between established groups are to be made for periods in excess of a **full workweek**, the selection of employees for these assignments shall be made as follows:

   The employees within the group(s) from which supervision determines the assignment(s) can be made, but only those who are then working, shall be canvassed in order of their classification seniority. If no one desires to accept such temporary assignment, the least senior employee(s) canvassed in each such group shall be temporarily assigned.

2. This procedure does not apply to any group(s) where the practice has been to make daily assignments of work. However, groups shall be identified or established to minimize the necessity for temporary assignment between groups. A one-time realignment will be conducted when an existing group is re-designated for this purpose. New group(s) established for this purpose will be filled under procedures in Section 6 (C) of this Article.

3. An employee on a temporary assignment shall be returned to his/her group when the temporary assignment is completed or the need is permanently filled as provided elsewhere in Section 6.

4. In order to minimize temporary transfer between groups, and to appropriately recognize seniority, specific groups for such purpose shall be established where they do not exist and are needed. It is understood that:
   a. Within said group(s) no canvass shall be conducted for assignment.
   b. Size of such group(s) to be as reasonably needed.
   c. Assignments for the purpose of covering absences for any reason shall not exceed 30 days per incident.
   d. Assignments to accomplish peak workloads shall not exceed 30 days.
   e. These groups may have routine basic functions.

Section 7 - 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. Once these notification time frames are exceeded all recall rights are extinguished.

C. When an individual is temporarily totally disabled (occupational) at the time of recall, he/she will be bypassed. When able to return to work, the employee can return and displace the least senior person in the classification, provided that he/she has more seniority. Seniority will begin the date he/she would have been recalled had he/she not been temporarily totally disabled at the time of original recall. The intent is for the individual not to gain or lose seniority while on occupational disability and lay off.

Section 8 - Returning to Bargaining Unit (after taking a supervisor's position)

Employees who leave the Bargaining Unit for a non-Bargaining Unit position following the adoption of this agreement have thirty (30) calendar days within which to choose to return to the Bargaining Unit. Such employees do not earn seniority for any day worked during that thirty (30) day period. After the thirty (30) calendar days, the employee has no option to return to the Bargaining Unit.

Section 9 - Re-alignment

A. Determination
In January, the employees within each classification may have a re-alignment. The Union shall determine whether 50% of employees within a classification prefer re-alignment. Such determination will be reviewed with the Company.

B. Effective Date
1. If the employee(s) within the classification prefers a re-alignment, it will become effective the first full week in March. The Union shall initiate a canvass of all employees in the classification in order of their classification seniority to record their preference for assignment among the groups within the classification.

2. The Company shall furnish to the Union the necessary canvass sheets one week prior to the start of the canvass.

3. Employees who are on official Leave of Absence or who are not in the classification the Monday of the first full week of the canvass shall not realign.

4. To allow time for training that may result from re-alignment movement, canvassing for mutually agreed upon classifications will commence no later than December 1, and be completed within thirty (30) calendar days. No employee shall be moved to a new job until he/she has been

adequately trained. Until trained for the new position, an employee will not be placed on the overtime list for the new position. The Company may assign employees for training for up to 40 hours prior to movement to a new position.

5. Unless mutually agreed, the effective date of the re-alignment shall be in accordance with paragraph (1) above.

C. Canvass Sheet Designations

The classification re-alignment canvass sheets shall list and identify all the groups within the classification and their respective department, shift, immediate supervision, and current working schedule.

If there is a change in department, shift, general work content, or current working schedule of the above groups as determined by the Company, the employees in the affected group(s) shall be permitted a bump, then the procedure outlined in Section 6(c)4 of this Article will be followed. If there is a disagreement over whether there is a change in the above, a grievance may be initiated at Step 2 as outlined in Article VII. The committeeperson will notify the affected supervisor of employees who desire to exercise a bump.

Section 10 - Placement of Occupationally Disabled Employees

When the Company determines that an occupationally disabled employee cannot perform duties in his/her classification, the Division Committee person and respective manager shall agree upon a group within the employee's classification in which such disabled employee shall be placed consistent with medical restrictions as established by the Company Medical Provider. When such medical restrictions are removed by the Company Medical Provider, the employee shall be returned to the group he/she left.

If agreement cannot be reached, the employee may be placed consistent with his/her medical restriction. An employee placed consistent with this provision will suffer no reduction in his/her rate as a result of his/her placement.

Section 11 - Physical Examinations

The Company and Union agree to the following in relationship to Physical Examinations, except as provided for in Article VIII, Section 10.

All physical exams, or portions thereof, that are required by the Company as a condition of an employees' continued employment, or rate retention will apply.

The following provisions shall apply when an employee is removed from his/her job because of a medical restriction due to the above:

A. The Division Committee person and respective supervisor or manager shall agree upon the duties within the employee's classification in which such restricted employee shall be able to perform

consistent with medical restrictions and seniority. Should this create an excess, the least senior employee shall be excessed.

B. If the restricted employee is not placed according to one (1) above, for permanent restriction, then the Human Resources Department will give written notification to the Union and employee as to what classifications the medically restricted employee is able to work. The employee will be paid at his/her current rate while assigned to another classification. Rate retention does not apply when placed as a result of a non-occupational injury.

The employee on permanent restriction shall utilize his/her Fluor-BWXT Portsmouth LLC seniority to move to any classification for which he/she is qualified. An employee returning to a base classification may use his/her Fluor-BWXT Portsmouth seniority to exercise bumping privileges. An employee not returning to a base classification will start accruing seniority for job preference effective the date of transfer to that classification.

C. The temporarily restricted employee not placed in one (1) above shall have rate retention when placed in another classification. Rate retention does not apply when placed as a result of a non-occupational injury

D. The employee will accrue classification seniority in both the classification he/she bumped to, as well as the classification he/she left, as long as the employee is restricted. Once an employee returns to the classification from which he/she was restricted, seniority in the temporary classification is lost.

E. In the event of a surplus in the classification the restricted employee is working, the employee shall have, for the purpose of reduction-in-force only, classification seniority equal to his/her Fluor-BWXT Portsmouth LLC seniority.

F. When the medical restriction is removed, an employee will return to the job from which he/she was restricted. If the job is no longer in existence, the employee shall exercise his/her classification seniority to move to any job in the classification his/her seniority permits. Once the medical restriction is removed, rate retention no longer applies.

Section 12 - Permanent Movement - Reduction In Force: Assistant Boiler Operator, Boiler Operator, Stationary Engineer

A. The Stationary Engineer (SE), Boiler Operator (BO), and Assistant Boiler Operator (ABO) classifications are separate classifications, non-related by automatic progression. Due to the similar nature of the tasks performed by these classifications, should a permanent vacancy be declared in the SE, BO, or ABO classifications, the following steps will apply:

1. Qualified employees on recall to each of the classifications above will be recalled in order of classification seniority.

2. When a permanent vacancy cannot be filled by the procedure in #1 above, it shall be posted at the Steam Plant for qualified ABO's, BO's, and SE's to bid on.

3. When a permanent vacancy cannot be filled by procedure #1 or #2 above, Article VIII, Section 5(A)(2) will apply.

B. Should a reduction in force be declared in the SE, BO, or ABO, the following shall apply:

1. In accordance with Article VIII, Section 4(D), Surplus Options, an ABO, BO, or SE can, in addition, elect to use his/her ABO, BO, and/or SE classification seniority and combine the time spent in each classification (total steam plant seniority) to transfer to the ABO, BO, or SE classifications and displace an ABO, BO, or SE having less combined classification seniority.

   However, the ABO, BO, and/or SE utilizing their combined steam plant seniority to transfer to another classification, must have a Stationary Engineer License and be willing to be trained and become qualified in the classification transferred to.

2. If a surplused ABO, BO, or SE does not have sufficient seniority to displace an ABO, BO, or SE under item #1, then the normal surplus options would apply.

3. Assistant Boiler Operators, Boiler Operators, or Stationary Engineers exercising option #1 above will be paid the maximum hourly rate for ABO, BO, or SE (whichever applies) as listed in the wage Appendix of this Contract.

4. In the event of a layoff at the Steam Plant, if an ABO, BO, or SE doesn't have sufficient steam plant seniority to hold a job at the steam plant, their Stationary Engineer License will be considered to be the equivalent of the four (4) required college courses for operators, enabling them to bid on Operator-in-Training postings.

Section 13 – Qualification

An employee is expected to qualify when awarded or placed in any position within a reasonable period of time. This time shall not exceed one (1) year provided the Company has provided the necessary training for the employee to become qualified within that period.

Section 14 – Security Clearance Requirement **[Moved from Grievance Procedure Article]**

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.

ARTICLE IX – LEAVE OF ABSENCE, Rev. 10a

Section 1 - Qualification and Reinstatement

A. Personal Reasons

Except as stated in Section 1(E) of this Article, an employee may be granted a leave of absence for personal reasons without pay up to fifteen (15) days upon application to the Company in writing, provided the employee presents evidence acceptable to the Company that such leave of absence is for a reasonable purpose and provided further that such leave of absence shall not unreasonably interfere with operations. Such leave may be extended where necessary upon application for extension in writing and upon presentation of evidence satisfactory to the Company that such extension is necessary, provided such extension does not unreasonably interfere with operations.

B. Occupational Disability

An employee shall be granted a leave of absence for the period of an occupational disability upon approval of the Company Medical Officer. An employee who returns to work after a leave of absence for an occupational disability shall be reinstated in the classification from which he/she left provided he/she first obtains clearance from the Company Medical Officer.

C. Non-Occupational Disability

An employee shall be granted a leave of absence for the period of a non-occupational disability but not to exceed two (2) years upon presentation of evidence satisfactory to the Company. An employee who returns to work after a leave of absence for a non-occupational disability shall be reinstated in the classification, from which he/she left, provided medical clearance is obtained from the Company Medical Officer first. However, an employee who is cleared for work within a two-year period, but is unable to perform the work in the classification due to a medical restriction as determined by the Company Medical Officer **and no reasonable accommodation can be made in the classification in which he/she left; the employee** shall exercise bargaining unit seniority to move into any classification which the medical restriction permits, provided he/she is qualified. However, if he/she elects not to exercise bargaining unit seniority to move, he/she may be terminated. An employee who is not cleared to return to work upon the expiration of a leave of absence for non-occupational disability may be terminated after two (2) years.

D. Dispute

The Company Medical Officer is the certified Company representative responsible and accountable for providing initial and continuing assessments of employee's fitness for duty. Medical assessments may be made with collaborative consultation with physician specialists (for example, Psychiatrists) and family doctors and may include referrals to such physicians. However, the Company Medical Officer is responsible for making the final determination of the individual's physical capacity to

perform work and return to duty, with or without temporary or permanent work limitations or restrictions.

To help assure the Company Medical Officer is accurately apprised regarding Fitness for Duty evaluations the FBP Occupational Safety staff will coordinate with the designated USW Health and Safety Representative Lead to review the job-specific Fitness for Duty evaluation input *"Job Content Work Sheet/Essential Functions"* forms to confirm they properly reflect the requirements for the respective USW D&D Unit positions. Union recommended changes from this review will be provided to line management for validation and those updates agreed to by management will be made to the forms. Future joint reviews of the forms are planned to be conducted each year or at another agreed upon frequency based upon indicators of a need for the review.

When an employee is released to return to work by his/her physician, without restriction or with limited restrictions, but the Company's Occupational Medical Provider places temporary medical restrictions upon the returning employee that interfere with the employee's ability to perform his/her job, the USW President or designee will meet with a Labor Relations representative and the Site Project Director to discuss potential paths forward to identify work assignments/activities which might be safely performed by the employee. If the USW President or designee, the Labor Relations representative and the Site Project Director cannot agree with regard to work assignment/activities for the employee, the Site Project Director will make the final determination in accordance with laws, regulations, and other provisions of the CBA.

When an employee with a disability returns to work and is placed on restrictions based on a disability that interferes with the returning employee's ability to perform the essential functions of their position, the Company's Americans with Disabilities Act (ADA) Committee will meet and discuss possible accommodations. The employee will also be consulted to determine whether the employee can propose a reasonable accommodation. The Company will make reasonable accommodations as required by the ADA.

For occupational and non-occupational illness/injuries the Company's Occupational Medical Provider and the employee, through his/her personal physician(s) shall provide supporting documentation in a timely manner to the respective insurance carrier to aid justification of STD or LTD, if medical restrictions and the accommodations process results in preventing the employee from returning to work.

In order to resolve issues and expedite providing documentation to support timely payment of STD and LTD payments, the Company's Benefits representative and the USW Benefits representative shall meet with the affected individual and the carrier, with proper releases authorized by the employee, to ensure proper documentation has been provided.

E. Educational Exit

An employee may leave the employment of the Company after completion of one (1) year continuous service and upon approval of the Company in order to attend an accredited college or university, or a

recognized trade or vocational school and shall be reinstated upon application provided he/she can qualify under the seniority rules, is physically capable of performing the work required, is granted a clearance and applies for reemployment within thirty (30) days after leaving the college, university, or school. Trade or vocational school, for purposes of this clause, is one which provides training or a course of study related to jobs performed **at** the Company. The employee upon reinstatement shall be given the service he/she had when he/she left the Company, plus time spent in school, not to exceed four (4) years. The employee shall notify the employer, in writing, of the name of the school, the date of entry, and the expected length of the course of study. He/she shall confirm the continuation of his/her school attendance at annual intervals thereafter, subject to quarterly review. It is understood the employee will not be eligible for any Company benefits while on an educational exit. The employee must return to the active payroll before becoming eligible for benefits.

F. Personal Leave Beyond FMLA Eligibility

In the event an employee, due to personal illness/**injury** meeting the qualifying conditions for FMLA, completely exhausts his/her FMLA 12 week eligibility and subsequent to this event experiences a situation whereby a qualifying family member becomes ill or has another situation which meets the qualifying conditions for the employee to be granted FMLA, that said employee will be granted Personal Leave Without Pay for a period of up to 12 weeks to care for the family member.

In the case where the employee has partially used their FMLA eligibility due to personal illness and then has a family member become ill meeting the conditions that would qualify the employee for FMLA, said employee will be granted a combination of his/her remaining FMLA eligibility and Personal Leave Without Pay for a period of up to 12 weeks to care for the family member.

Section 2 - Union or Government Official

A. Union Official--Full Time

Upon written request to the Company made by the Union, a reasonable period in advance, an employee certified by the Union to be a full-time Union official shall be granted a leave of absence without pay to engage in work pertaining to the business of the Union. The number of employees granted such leaves of absence shall not exceed four (4) at any time.

B. Length of Leave

Each such leave of absence shall be for a period no less than seven (7) days and no longer than one (1) year, and shall be granted only at such times as shall not unreasonably interfere with operations. Such leaves of absence shall be automatically renewable from year to year until the parties mutually agree to end the leave.

C. Elected Official--Full Time

Upon written request to the Company, an employee shall be granted a leave of absence to serve full-time in an elected or appointed Federal, State, or Local government position for the duration of a single term of office only.

D. Security Identification

An employee granted such leave of absence must return all security identification issued and shall be issued appropriate identification.

Section 3 - Absence Notification

A. Responsibility

An employee is responsible for notifying the Company, in advance, if possible, when unable to report for work as scheduled, including the reason thereof.

B. Failure to Notify

An employee who is absent from work for five (5) successive scheduled workdays without notifying the Company, shall be considered to have resigned voluntarily.

Section 4 - Failure to Report on Expiration

An employee who does not return to work by the fourth scheduled workday following the expiration of a leave of absence or any extension thereof without notifying the Company, shall be considered to have resigned voluntarily.

ARTICLE X – HOURS OF WORK, Rev. 5

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.
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.

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 – 06:30 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. Full day vacations will be paid and charged in ten (10) 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.**

4. **[per MOU 12-15-15] 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 (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.

   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.~~ **Moved to 1c.**

5. 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.

~~7.~~ **Moved to 1d.**

E. 12-Hour Shifts

1. In order to allow for 12-hour 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. 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. 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. During the 40-hour workweek, the employee may choose to work the last 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. 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. 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.

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

8. 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 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.

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.)

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),

15. For working 12 hours on a day observed as a holiday, employees will receive a base hourly rate plus COLA and applicable shift differential for the first four (4) hours and two and one half (2½) times their base hourly rate plus COLA and two and one-half (2½) times applicable shift differential for the remaining eight (8) hours.

16. If any of the observed holidays fall on an employee's scheduled day off, his/her first succeeding scheduled work day 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.

F. 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. 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. Shift Overlap [from MOU]

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

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(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 - When Assigned as Alarm Room Operator

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 12-hour shifts if so determined by the Company.

Section 4 - Overtime Opportunity

A. Responsibility

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. Overtime offerings are not considered optional in most cases as the work must be accomplished. 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.

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** paragraphs of this section.

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).

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.

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.

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.

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.

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.

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.

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.

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.

Supervision will verify the overtime worked and arrange for payment.

B. Crediting of Hours

1. Jury duty time, vacation, funeral absence, schedule change, holiday 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.)

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 shall be paid at the rate of two and one-half (2½) times their base hourly rate plus COLA and at the rate of two and one-half (2½) times any applicable shift differential for:

1. All hours worked on a day observed as a holiday.

D. Holiday Call-in

An employee who is required to work on a holiday that was scheduled as a day off shall be paid eight (8) hours at their base hourly rate plus COLA, and 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(c) of this Article.

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.)

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 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 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 flags 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 flags 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 be will be re-canvassed for those employees by-passed initially, with request for exceeding hours of work processed, as required, through PSS.

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.

H. Overtime Opportunity Guidelines for 12-Hour 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 opportunities of four (4), 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.

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

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

9. All four (4) hour opportunities shall be offered as follows:
   a. To employees on their scheduled shifts off, excluding employees who worked 16 hours the previous day.
   b. 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. Eleven Holidays

The following holidays shall be observed: New Year's Day, Good Friday, Memorial Day, 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. 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 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
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.

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.

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
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.

ARTICLE XI – WAGES, Rev. 4

Section 1 - Base Hourly Rates

A. The base hourly rates and job classifications are set forth in Appendix A which have been fixed on a permanent basis and shall remain in effect for the duration of this Contract, unless revised by the Joint Classification Committee.

B. **New Hires. Employees hired into the D&D Bargaining Unit in the following classifications, after the ratification date of this 2017 Agreement, will be paid at the Level B rate per the revised schedule in Appendix A and do not receive any COLA initially. After their first 13-week increase, these employees will progress with three (3) wage increases equivalent to approximately 1/3 of the difference of their 13-week rate and the top rate in 3 years on their hire anniversary date until they reach their third (3rd) year anniversary date, at which time they will have attained the top rate in the classification, be entitled to COLA, and then be noted in the classification roster without the 'B' rate designation. Subsequent wage and COLA increases for these new hires, after their third year anniversary date, will then be paid on the annual General Wage Increase and COLA increase dates with the rest of the D&D Unit.**

- **Janitor B**
- **Laborer B**
- **Laundry Worker B**
- **Material B**

The 'B' rate designation does not affect the employee's seniority or bidding rights within the classification. Should an employee in one of the 'B' rate categories become a successful bidder in another classification from those listed above or the new Taxi Driver classification, the employee will be awarded the position at the rate of pay per Section 3 of this Article, with COLA. Movement of these new hire employees between the four classifications listed above and the new Taxi Driver classification however, will result in the employee being maintained at the 'B' rate for the classification until his/her third year anniversary.

C. **Taxi Driver. In addition to the above classifications, for which new hires will carry the 'B' wage rate designation as described, a new classification will be established entitled Taxi Driver. This new classification will be paid at the rate reflected in the wage rate table in Appendix A, and the new hires, designated as Taxi Driver 'B' on the classification roster, will progress to the top of the rate in the same manner as the four classifications noted above. New hire Taxi Drivers will reach the top of the classification rate on their third anniversary. Incumbent D&D Unit employees who bid or are bumped into the Taxi Driver classification assume the rate per the provisions of Section 3 of this Article.**

Section 2 - Rate Changes

An employee shall receive automatic rate increases from the starting rate to and including the maximum rate of the progression scale in the amount and at the completion of each period of service indicated in Wage and Classification Appendix, except as provided below:

A. Time Excluded
Period of service shall exclude any absence for which a leave of absence is granted.

B. Withheld
Unsatisfactory work performance may be cause for withholding an automatic increase. Facts concerning such action shall be furnished in writing to the employee affected. The withholding of an automatic increase can be a proper subject for the Grievance Procedure.

C. Advanced
Supervision may approve increases before the completion of any period of service or to the next step rate within the pay scale as indicated in Wage and Classification Appendix.

D. Progression Period
Each increase starts a new period of service for progression to the next step rate within the pay scale, measured from the effective date of such increase.

E. Effective Date
Automatic rate changes shall become effective on Monday of the week in which the new rate is established.

Section 3 - Classification Change

A. Higher Pay Scale
An employee who moves to a classification having a higher pay scale shall begin at the starting rate of the higher pay scale. However, if such starting rate is the same as or less than the existing rate, he/she shall begin at the next step rate of the higher hourly rate above the existing rate, but not to exceed the maximum.

An employee who returns to a higher classification under the following conditions:

1. Previously held and had obtained maximum rate for that classification,
2. Returned by job bid, shall assume the current maximum rate for that classification. However, should the employee be unable to perform the job during an acclamation period because of lack of job expertise or knowledge from not working in the classification for a period of time, the employee may have his/her rate reduced and applied in accordance with Article XI, Section 3(a), unless supervision determines otherwise.

B. Same Hourly rate
An employee who moves to another classification within the same hourly rate shall retain his/her existing rate and maintain credit for service for progression in that same hourly rate without reduction.

C. Lower Hourly rate

An employee who moves to a classification having a lower hourly rate shall begin at the maximum rate of the lower hourly rate or his/her existing rate, whichever is lower.

1. Rate changes shall become effective on the first day of work in the new classification.
2. An employee awarded a vacancy in a trainee or 2nd Class classification that, in the opinion of the Company, is capable of performing the duties of the next higher classification, may become eligible for transfer to that classification in less than one (1) year.

Section 4 - Recall to Classification

An employee recalled to a classification shall assume a rate at the same relative position in the rate range as established when placed on the recall list for such classification.

ARTICLE XII – LAYOFF ALLOWANCE, Rev. 1

Section 1 - Eligibility

A. Employees who are laid-off by the Company on account of a reduction-in-force shall be paid a layoff allowance in accordance with the eligibility schedule in paragraph (c) below.
B. Employees terminated for medical reasons or who are laid-off without recall rights shall be paid a termination allowance in accordance with the eligibility schedule.
C. Layoff Allowance Eligibility Schedule

CONTINUOUS SERVICE ALLOWANCE

Less than 3 months	No allowance
3 months but less than 1 year	1 week (or 40 hours)
1 year but less than 3 years	1½ weeks (or 60 hours)
3 years but less than 5 years	2¼ weeks (or 90 hours)
5 years but less than 7 years	3 weeks (or 120 hours)
7 years but less than 10 years	7 weeks (or 280 hours)
10 years but less than 11 years	8 weeks (or 320 hours)
11 years but less than 13 years	9 weeks (or 360 hours)
13 years but less than 15 years	10 weeks (or 400 hours)
15 years but less than 17 years	11 weeks (or 440 hours)
17 years but less than 18 years	11½ weeks (or 460 hours)
18 years or more	Same as for 17 years plus 1/2 week (20 hours) for each added year of service

Section 2 - Occupational Disability

An employee who is terminated by the Company on account of reduction-in-force, who during the course of employment has suffered an occupational disability (as defined in Article XVII, Section 5) for which the Industrial Commission of Ohio has awarded a permanent partial disability of 50% or more prior to the time of termination, shall receive an additional layoff allowance equal to the schedule in Section 1 of this Article. Such employee shall be deemed to have no right to further employment with the Company.

Section 3 - Payments

Calculation of payments under Section 1 of this Article shall be based on the employee's base hourly rate plus COLA at the time of layoff.

Section 4 - Recall Eligibility

An employee on layoff who is recalled and subsequently laid-off will have his/her layoff allowance computed based on his/her most recent recall date plus any unused portion previously earned.

ARTICLE XIII – PAID TIME OFF (PTO), Rev. 3

A. Policy

Paid Time Off (PTO) is provided to eligible employees for leisure time off, personal time off, time lost from work due to illness or injury, family emergencies, or medical/dental appointments.

B. Definitions

1. Eligible Employee is a regular full-time employee that is represented by the USW.
2. Paid Time Off (PTO) is hours taken off which will be paid at the employee's base hourly rate plus COLA.
3. Accrual is based on the employee's recognized service credit and is accrued on a weekly basis. The accrual rate is based on the following schedule:

Annual Hours		Weekly Hours
New employee thru 4 years of service	85	1.63
5 - 9 years of service	127.5	2.45
10 – 19 years of service	170	3.27
20 – 29 years of service	212.5	4.08
30 years+ of service	255	4.91

4. Accrual rates change when an employee begins an anniversary or 'tier' year.
5. USW represented employees who were covered by the USW CBA on April 1, 1996 are entitled to receive PTO at the (thirty) 30 year rate after 25 years of continuous service.

C. PTO Guidelines

1. Normally, PTO is approved in advance by the employee's supervisor. In cases of absences due to accident, illness or emergencies, notification of supervisors is required as soon as possible.
2. **PTO shall not be taken in increments of less thirty (30) minutes or 0.5 hours.**
3. The progress of the work must be considered in granting any PTO request. This consideration may result in the denying of a PTO request or limiting the number of personnel on a crew or on a shift that can be off at one time.
4. **Employees may choose to utillze PTO during their Short Term Disability waiting period in lieu of unpaid time and may also choose to utilize PTO during any FMLA or qualifying event.**
5. The Employer may require that PTO for illness or accidents be supported by proper medical evidence.

D. Return to Work After PTO Due to Illness or Injury

An employee whose illness or injury requires hospitalization, or lasts more than (five) 5 consecutive calendar days, cannot return to work without a work clearance by the **Company** Medical **Officer.**

E. PTO "Rollover Hours"

A maximum of 255 PTO hours may be rolled over to the following calendar year. Any hours in excess of 255 as of the end of the **accounting** calendar year will be compensated before the end of January of the following year at the employee's base hourly rate of pay plus COLA in effect at the last calendar day of the year.

F. Other Provisions

1. PTO hours accrued at the time of separation from the Company will be paid upon the employee's separation. Separation is defined as when the employee is laid-off, released, resigns, retires, dies, or is discharged.
2. All PTO hours accrued will be paid out at the base hourly rate plus COLA at the time of separation.
3. PTO will accrue for hours actually worked and paid time off. There shall be no PTO hours accrued for any unpaid time off, **with the exception of Short Term Disability.**
4. PTO hours shall **not** be considered as hours worked **for determining the NEC 401k benefit per Article XVII Benefits, Section 6A, but will be considered as hours worked for the purposes of overtime eligibility as noted in Article X, Hours of Work, Section 5B.**

ARTICLE XIV – HEALTH AND SAFETY, Rev.4b

The Union and the Company jointly commit to an approach to safety which is based on Integrated Safety Management System (ISMS) principles. A basic tenant of these principles is worker involvement.

Section 1 - Health and Safety Program

A. The parties agree that health and safety is of the highest priority. The Union and Company recognize the importance of maintaining a safe and healthful work environment and shall cooperate to further improve the health and safety programs and to require employees to follow safety policies and procedures as established in order to achieve these objectives. The Company will maintain a Health and Safety program. The Company has adopted and will maintain an ongoing ALARA program.

B. The Company is responsible for maintaining a safe and healthful work place. The present practice of providing the Union with copies of monitoring reports shall be continued. Results of such surveys will be made available to employees who request such information through their supervision.

C. Employee(s) may present to appropriate supervision or through the suggestion system, their recommendations in writing on matters relative to safe, sanitary, and healthful working conditions. They will be advised in writing of the disposition of such written recommendations and may discuss such written recommendations with appropriate Safety Representatives.

D. Authority to suspend work is extended to all Fluor-BWXT Portsmouth LLC employees. Employees are encouraged to approach all work with a high degree of inquisitiveness. The Company empowers all employees to refuse to perform work that they believe to be unsafe, without fear of reprisal. Work that is suspected or shown to place workers, the public, or the environment at risk shall be immediately suspended until it can be demonstrated that it is safe to proceed with the work.

E. All employees shall be given Health and Safety training appropriate to their work environment and responsibilities.

Section 2 - Executive Safety Council

The FBP Executive Safety Council was established to provide leadership and direction for the FBP Safety Program. Council membership includes the Site Project Director, Deputy Site Project Director, Project Support and Execution Directors, and the Presidents of the Unions representing the FBP work force. Meetings are held monthly or as determined by the ECS Chair (Site Project Director) and minutes are taken and made available to all employees via the FBP webpage. Council-sponsored subordinate committees include but are not limited to the ALARA Committee, the Plant Operations Review Committee, the Operations Committee, the Training Advisory Committee, the Company Employee Safety Team, and the Corrective Action Review Board.

Other Safety Committees and working groups which include USW-represented worker involvement include but are not limited to the Safety Work Groups and Safety Advocates, all of which work together as parts of the integrated ISMS program to foster a safe work environment for the FBP work force.

Section 3 - Safety Equipment and Devices

A. Clothing

The Company shall continue to make provisions for the safety and health of employees while at work. The Company shall continue its practice of providing safety equipment, devices, and clothing (including shoes) which the Company requires employees to wear. The term "requires" as used herein does not imply that the present policy of making clothes available on certain specified jobs shall be changed. It is intended, however, that the present policy shall remain flexible to meet changing conditions.

B. Prescription Glasses

The Company shall continue to furnish prescription safety glasses (tinted or otherwise) to employees as required by job assignment with a prescription approved by an ophthalmologist.

C. Lockers Provided

Employees shall be provided with adequate locker(s) as required.

Section 4 - Medical

A. Records

Records relating to the occupational exposure of employees to chemical, radiological and physical hazards shall be maintained by the Company. Such records shall be made available to the employee upon written request, or as required by DOE regulations or any other regulatory oversight.

B. Physical Examination

1. Employees shall be scheduled for routine physical examinations with the Fluor-BWXT Portsmouth LLC Medical Provider annually. Because of work assignment, some employees may be scheduled for required physical examinations more often if deemed necessary by the Medical Provider and/or the Company. The employee shall be verbally informed of the results of such examinations by the Medical Provider. Upon a written request by the employee, the results of an examination shall be provided to the employee.

2. If the required periodic comprehensive physical examination discloses a medical disability (other than one caused by a non-occupational injury) which is disqualifying, in the opinion of the Medical Provider as to the job then held by the employee, but not as to some other job or jobs, the employee may be transferred to a job consistent with his/her medical restrictions and consistent with his/her bargaining unit seniority. Such employee must be qualified for the job prior to being transferred into it.

3. While in such other job, the employee's rate of pay shall be the applicable rate of the job held by him/her at the time of disqualification, **or the rate of the job to which he/she has been transferred, whichever is higher.**

4. Should the disability be determined by the Medical Provider, on the basis of the finding of the employee's private physician, i.e., should such a finding be accepted by the Medical Provider in lieu of undertaking its own required periodic comprehensive physical examination, the rate-retention provisions set forth above shall apply equally to that disability.

5. When, in the judgment of the Medical Provider, the employee's medical disqualification no longer exists, the employee shall be reassigned to a job consistent with his/her seniority rights, and the above specified rate protection shall no longer apply

Section 5 - USW Health and Safety Representatives

Fluor-BWXT (FBP) is committed to partnering with the USW in the area of worker health and safety. Worker safety is the common ground that FBP and the USW agree to work together for the betterment of the Portsmouth D&D Project. A key to this partnership is worker involvement at a level that incorporates ownership of the site safety program.

The Safety Representative is a classification for rate and assignment purposes only and it is an assignment limited in time.

A. Fluor-BWXT (FBP) will provide for seven (7) full-time USW Safety Representatives as a part of the safety program. NOTE: One (1) Safety Representative designated as "O" Shift Safety Representative will be **elected** to a three (3) year term. The remaining six (6) Safety Representatives shall be appointed. These latter appointed Safety Representatives shall also serve ~~to~~ a three (3) year term. A United Steelworkers official will submit the names **and qualifications/resumes,** of these individuals, both **elected and potential appointees** to the FBP **Site Project Director for approval. These Safety Representatives** will function as full-time Safety Representatives with the following general duties:
    1. Be an active participant in incident investigations and safety assessments and implement corrective actions.
    2. Foster communications on safety matters such as Lessons Learned, safety requirements, injury and event information with USW members.
    3. Assist management in the development, preparation, implementation, and improvement of safety initiatives/programs such as ISMS, VPP, and Rewards and Recognition.
    4. Participate in Safety Councils as appropriate.
    5. Assist in the development of appropriate training material and processes for work activities.
    6. Participate as necessary in field safety support including participation in hazard reviews, field walk-downs, and work package reviews.
    7. Attend pre-job and post-job briefings by attending the meetings, encouraging participation and interaction, identifying and resolving issues, and providing mentoring to improve the meetings.
    8. Assists in implementing and improving the safety and health programs at the Fluor-BWXT site.
    9. Assists in implementation of employee safety concern programs.
    10. Assists in developing and presenting material to be used in Safety Meetings.
    11. Participates and assists with implementing a Wellness Program.
    12. Encourages and mentors others to foster Worker Involvement.

B. FBP is committed to ongoing safety training for these Safety Representatives. Attendance at appropriate conferences at the regional and national level is supported, as funding permits.

C. Attendance and participation in USW sponsored training is also supported and will be approved based on applicability to the Portsmouth Project. Individual requests to attend will be reviewed with the FBP Program Manager.

D. Safety Representatives will be eligible to realign or bid on plant-wide (white bids/additions) postings, or internal (orange) postings **without displacement of any employees until the end of their term as Safety Representatives.** The employee(s) will transfer at a date not later than 30 days from the end of their term or as mutually agreed.

E. Safety Representatives will operate as a balance pool assigned to "O" shift schedules and will be on their own overtime list which could be to cover back shifts.

F. The base hourly rate for Safety Representatives will be pursuant to the highest paid classification, increased by 4% plus the appropriate COLA as amended. The assignment of the employee as a Safety Representative will in no way affect their seniority within their permanent classification.

G. If problems arise with the worker fulfilling their duties or the worker requests to leave the position as a Safety Representative, Fluor-BWXT and USW will mutually agree to a resolution. If a worker leaves the Safety Representative position under these circumstances, they will no longer be eligible to fill this position.

Section 6 – Drug Control Program [from MOU pg 75-77]

The items listed below describe the basic terms, but not all details of the program ~~to be~~ implemented for the control of drugs in the work place.

(1) Pursuant to 10 CFR 707.7(B)(3), as amended on January 23, 2008, employees that currently have security clearances ("Q" or "L") and all other hourly employees will considered to be designated positions subject to random drug testing at a rate equal to thirty percent (30%) of the total number of employees in testing designated positions for each 12 month period.

(2) USW represented employees randomly tested for drugs will be tested in accordance with the parameters of the 10 CFR 707 Workplace Substance Abuse Programs at DOE Sites. It is understood that this MOU only describes the basic terms and conditions but not all of the details of the random drug testing program. All other Policies and Procedures regarding an "alcohol – and drug-free workplace" will be utilized in administering the random drug testing program.

(3) Currently, random drug tests will be administered in a manner that will provide for at least 30% of the total number of employees in testing designated positions within a 12 month period. Further, the parties agree to amend the percentage to be tested as needed in order to remain compliant with future revisions to 10 CFR 707 Workplace Substance Abuse Program at DOE Sites.

(4) Testing is by urinalysis and is performed in two (2) stages by an independent laboratory. In the first state, EMIT immunoassay is used to screen urine specimens for classes of drugs. EMIT immunoassay is an analytical technique which utilizes an antibody that is specific for a drug. Actual quantitation is based on the measurement of enzyme activity which is proportional to the amount of drug present. In the second stage, if positive results are found in the first stage, portions of the same specimen will be tested using the tandem technique of gas chromatography/mass spectrometry (GC/MS) which positively identifies and quantitates the presence of a specific drug. No tests results will be reported by the independent laboratory as a positive drug test unless both the initial test and the confirming test are positive.

(5) Random testing will be conducted at least once per quarter to meet the annual random testing requirements. Individuals are selected for testing using a random selection generator. The Human Resources (HR) Department is responsible for identifying individuals selected for random testing. HR will afford a USW Union Local representative the opportunity to be present during the random selection/identification process. Once identified, HR will notify the employee's Manager (or designee) of the selection. If a selected person is not at work the day the random testing is conducted, the employee shall not be notified of their selection, and the appropriate manager will schedule the employee for testing immediately upon the employees return to work. An individual may be selected for random testing in any quarter and previously being randomly tested is not a basis for non-selection in any quarter. Once randomly selected, the employee will have up to two (2) hours to report to the designated testing facility for the drug screen.

(6) Employees who manufacture, use, possess, or traffic in illegal drugs, **including marijuana**, whether on or off the job or Company premises subject themselves to disciplinary action up to and including termination, even for a first offense. An employee will not be retained on the payroll following a second offense.

(7) If an employee has a drug problem and voluntarily seeks the help of the Medical Facility to overcome the problem, the services of the Medical Facility are available to the employee. Medical may refer the employee to outside groups for special assistance when appropriate. An employee's decision to seek medical assistance will not be used by the Company as a basis for disciplinary action, nor will it be a defense to or a mitigating factor in the imposition of appropriate disciplinary action, including termination, where facts indicating a violation of this policy are obtained independent of the employee's consultations with the Medical Facility.

(8) Where there is reasonable suspicion to believe that an employee may have used an illegal drug, including work-related accidents and unusual occurrences, or when the employee returns to work after an extended absence (180 calendar days or greater) the Company may require the employee to submit to a drug test. The Manager of Human Resources will inform the employee in writing of the basis for the reasonable suspicion. An employee's refusal to consent to drug testing under these circumstances will be considered to be cause for disciplinary action, up to and including termination, even for a first refusal.

(9) The medical staff will collect and process samples from employees for the purpose of drug testing. They will closely monitor the sample collection and establish a chain of custody by receipts documentation for the packaging of samples and their delivery to the independent laboratory that conducts the testing, pursuant to 10 CFR 707.13.

(10) An employee found to have used an illegal drug, if not terminated, will be required to enter and successfully complete an appropriate rehabilitation program and be issued a decision making leave (DML), with all its requirements and consequences. The employee is thereafter required to provide the Medical Facility with urine samples at intervals and over a period of time as recommended by the Company for follow-up drug testing, in additional to further possible random selections.

(11) A positive result from a confirmed drug test will be promptly reported to the Department of Energy.

(12) Employees are required to notify the Human Resources Department of their conviction of any criminal drug offense occurring in the workplace or while conducting Company business off Company premises within five (5) days following the conviction. Such convictions will be reported immediately or in any case within ten (10) days to the Department of Energy.

Within thirty (30) days of receiving notice of the employee's conviction, the Company will take appropriate disciplinary action up to and including termination and/or will require the employee to satisfactorily participate in an approved rehabilitation program.

(13) As a condition of employment, employees must abide by the terms of this policy

ARTICLE XV – JOB DESCRIPTIONS, Rev. 3

Section 1 - Agreement

The agreed upon job descriptions are a part of this Contract. They describe in general terms, the core duties, responsibilities, and job content of each of the classifications established in this Contract.

Section 2 - Joint Classification Committee

A Joint Classification Committee composed of three (3) members each from the Company and the Union is established. This Committee shall evaluate and approve new classifications, modifications, and deletions to classifications during the term of this Contract.

A joint classification committee will review and approve job descriptions, job consolidation, and **make** rate evaluations **recommendations**, as well as defining the assignment of unlisted tasks to the appropriate classification or classifications.

New classifications or changes in classification will not be implemented without the approval of two (2) members representing each party.

Section 3 - Project Worker

Project Worker is a classification for rate and assignment purposes only and it is an assignment limited in time by the parameters of the specific project bid. The "Project Workers'" classification will provide the company the flexibility and need to transition and support deactivation, decontamination and decommissioning, and other projects as needs arise. The consolidation of job functions and/or work jurisdictions will be outlined in the Project bids.

A. Filling Positions

The Company will notify USW representatives of upcoming project work and hold discussions with the representatives regarding the project work scope. When the Company determines a need to fill Project Worker positions, a posting identifying the number of Project Workers required and the basic scope of the Project will be posted. The postings will be within the current parameters for a bid posting. However, the posting will be on a purple form indicating that it is a plant-wide posting, but has seniority considerations that differ from a "white" bid posting. Specifically, an employee who becomes a Project Worker via this process will retain and accrue seniority in their core classification while on the Project Worker assignment.

If the requisite number of employees, with specific skill sets do not successfully bid, Management will then determine if employees who do not possess the requisite skill sets may be task trained, in a short time period, to perform a variety of tasks to support the project. If a point is reached where specific openings exist and no qualified employees have bid on the openings, then Management will declare a specific need. If an excess exists in the appropriate core classification, Management will utilize the provisions of Article VIII, Section 6(C)(3) to fill the required need.

If it is determined that no such excess exists, and if Management determines to fill the opening by means of hiring a new employee, such new hire will be recruited and hired to the core classification that possess the required skill sets.

When an employee is assigned as a Project Worker, their hourly rate will be changed, for administrative purposes only, for the duration of the Project. **Project durations shall be specified in the respective bid postings with listed possible extensions in up to six (6) month increments.** Their seniority in their core classification will not be affected.

Project Worker positions shall be awarded to employees (a) Who have the most site-wide seniority, (b) Who are qualified, and (c) Who have signed the bid sheets.

1. The Company retains its right to determine the number and core classification(s) of Project Workers needed and the duration of the project.

2. Project Workers will not be eligible to bid out **due** to **annual re-alignment,** plant-wide (white bids/additions) postings or internal (orange) postings. Six months prior to the original posted project completion date, Project Workers will be eligible to sign postings. Such bid(s) shall be awarded to the most senior qualified employee. The employee(s) will transfer at a date not later than 30
days from the original posted completion date of the project or as mutually agreed.

3. The Company may fill the white bid on a temporary basis until the Project Worker is transferred. The Company shall assign newly hired employees to a core classification then to a particular Project Worker position.

B. Project Worker Training

The Company shall provide all necessary training for project work, with the exception that if it is required, the Union shall provide HAZWOPER training. The Company shall provide where necessary, specialized equipment training and/or applicable hoisting and rigging training.

C. Overlap of Project Worker Assignments

All employees will be expected to safely perform tasks associated with a project. Accordingly, all employees assigned to a project will be task qualified to perform the required tasks to which they are assigned. The Parties clearly recognize the unique skill sets each employee brings to the project, therefore, Management will endeavor to assign employees to tasks that best utilize their skills while also challenging them to develop additional skills.

D. Dispute Resolution

No work jurisdiction grievances shall be raised by and between existing classifications/bid groups and/or the Project Workers until the disputed work is submitted before a Company/Union Joint Classification Committee. Grievances will not be processed by the union when work is assigned:

1. In accordance to the original project posting work scope, and
2. To USW employees of the company that results in retention of the work, and within the divisional jurisdictions as defined by the Parties for each individual project.

Only jurisdiction disputes that are not resolved as stated above shall be subject to the grievance process.

E. Compensation

The base hourly rate for Project Workers will be pursuant to the highest paid classification, increased by 4% plus the appropriate COLA as amended. The assignment of the employee as a Project Worker will in no way affect their seniority within their permanent classification.

F. Filing of Overtime or Temporary Needs

Temporary assignments (or overtime if utilized) can be made to the Project Worker groups **to meet project requirements and schedules.**

However, the employee(s) performing in this capacity would be eligible for the 4% increase in base pay while assigned to the Project Worker position, but not eligible for an increase in classification. They would not be required to remain in the Project Worker position for the duration of the assignment/overtime. In addition, the employee would be utilized in performing work only in the classification they currently hold. Temporary assignment provisions of Article X Section 7(f) shall apply.

G. Reduction-in-Force

In the event of a reduction-in-force within the Project Worker group, the appropriate employees, based upon plant-wide seniority and required skill sets, will be returned to their core classification. Further reductions will be pursuant to Article VII, Section 5[1] of this collective bargaining agreement.

H. If a Project Worker performs work outside the project scope but within the duties of the CORE classification, there will be no out-of-class or temporary assignment pay. If the duties are outside of the project scope AND outside the duties of their CORE classification, the worker will be paid according to the out-of-class and/or temporary assignment pay, whichever is applicable.

Note[1]: If a surplus is declared in a core classification, the surplus employees shall test their site-wide seniority with employees assigned as project workers, prior to layoff.

ARTICLE XVI – MISCELLANEOUS, Rev. 5

Section 1 - Work by Non-Bargaining Unit Personnel

A. Definition
Non-bargaining unit personnel shall consist of any individual in the employ of Fluor-BWXT Portsmouth LLC who is not represented by USW Local 689.

B. Emergency--Instructional
Non-bargaining unit personnel shall not do work normally performed by the bargaining unit. This does not prevent such non-bargaining unit personnel from performing necessary functions such as operating equipment or processes in emergencies or from instructing employees.

C. Experimental
Development personnel engaged in work of a developmental or experimental nature may perform manual work provided that such work does not deprive bargaining unit employees of work normally done by bargaining unit employees.

Section 2 - Payday

Weekly paychecks or direct deposit advice statements will be delivered to employees by U.S. Mail. The Company shall continue to permit employees whose vacations are scheduled not less than two weeks in advance to be paid their vacation pay on their last scheduled workday prior to the start of such vacation.

Section 3 - Bulletin Boards

The Union shall be permitted the use of a sufficient number of designated Company bulletin boards for notices and announcements of official business. All such notices and announcements shall be submitted to the Company for approval and posting. **(Includes electronic screens/boards)**

Section 4 - Union Representatives - Plant Supervision

The Union agrees to furnish the Company with a current list of its accredited representatives. The Company agrees to furnish the Union with a current list of supervision concerned with the administration of the provisions of Article VII. Revisions to such lists are to be furnished as changes are made by either party.

Section 5 - Working Shift - Union Representatives

The Company agrees to allow the Local Union President and the members of the General Grievance Committee to work on day shift, as long as each is serving in such representative capacity.

Section 6 - Non-Discrimination

No employee shall be discriminated against by reason of race, religion, color, national origin, sex, age, handicap, or veteran status.

Section 7 - Written Notice - Policy Changes

The Company shall give the Union prior written notice, where practicable, of changes in policies which directly affect employees of the bargaining unit.

Section 8 - Auxiliary Emergency Squad

Should the Company choose to reinstitute the Auxiliary Emergency Squad in the future, FBP will follow the process outlined herein to repopulate the squad.

Twelve (12) employees on each of the rotating shifts may be selected from among volunteers to assist the employees of the Fire Department in emergencies. If an insufficient number of employees volunteer on any shift, the Company may assign employees with the least plant-wide seniority from that shift to such duty. Certain jobs, however, must have coverage at all times and assignment or volunteers from these groups must be totally or partially excluded. The type and frequency of preparatory training for such assistance shall be at the discretion of the Company.

The Company and the Union agree to the following in regard to employees with work restrictions assigned to the Auxiliary Emergency Squad (AES).

A. Action
   1. An employee with a permanent work restriction should be removed from the AES.
   2. An employee with a temporary work restriction should not be permitted to serve on the AES for the duration of the restriction.

B. Procedure
   1. The Manager, Plant Shift Superintendents will notify the Medical Facility of the name, department, and badge number of current AES members and inform them of any change in the current list.
   2. The Medical Facility will flag medical records to identify employees serving on the AES.
   3. Employees on the AES will be scheduled for annual mandatory physical examinations.
   4. The Medical Facility will notify the Plant Shift Superintendent whenever work restrictions are imposed or removed for a member of the AES.
   5. In accordance with past practice, current AES members will be afforded (two) 2 days off with pay. The days off will be scheduled in accordance with current practice.

Section 9 - Rope Rescue Group

The parties agree to the following conditions pertaining to the establishment of a trained Rope Rescue group within the Fire Protection classification at the Portsmouth Gaseous Diffusion Plant:

A. Training and the training process will include a joint Company/Union committee. This Committee will mutually agree on the application and implementation of training for Rope Rescue. This will include but is not limited to, initial training, annual training, refresher training, number of drills performed annually and the training provided by outside groups such as vendors, colleges, and training agencies as needed.

One representative from each shift (AA, BB, CC, DD, II) will be selected to serve on a Rope Rescue Advisory Committee (RRAC), for the Rope Rescue training process.

This offer supersedes any offer made in the past.

Ground support training will be provided to all Fire Department personnel, both EMT-A and non-EMT. All Fire Department personnel will take part in the training and drills, and will serve as either ground crew and/or as the "in-the-air" rescuer. It is understood that they will rely on each other as a team to ensure safety of both the victim(s) and the emergency responder.

Adequate shift coverage will be maintained during training sessions involving "in-the-air" strategy and tactic evolutions. The concept currently utilized to maintain adequate shift coverage and personnel safety during live fire training evolutions would also apply to rope rescue "in-the-air" training sessions.

B. A minimum of ten (10) "in-the-air" volunteers from the entire Fire Department (fire fighters) will be requested. Everyone who volunteers will be accepted, conditional upon passing the performance criteria (training), established by the RRAC.

Failure to successfully pass performance criteria (training) established by RRAC and/or volunteer for "in-the-air" rope rescue will not disqualify any one from the fire department.

C. All Fire Protection bargaining unit personnel will have the option to work 12 hours on their assigned Roll-Out Day. The employee(s) will not be canvassed or charged on the overtime list for this 8 hour overtime opportunity. Accepting the 8 hour option requires working the entire 12-hour shift. "II" Shift shall choose one day in each month to have the option to roll out.

D. All Fire Protection bargaining unit personnel who participate in the Rope Rescue Training program will receive one (1) 12-hour day of excused absence with pay per calendar year.

E. For the purpose of compensation volunteers for "in-the-air" status, and as an incentive to maintain a minimum of ten (10) departmental "in-the-air personnel" will receive one additional 12-hour day of excused absence with pay per calendar year.

F. For the purpose of transferring information from off-going shift personnel to on-coming shift personnel, the parties agree to a 12-minute overlap, to be prior to the shift Payment. The 12-minute overlap period will be at double time, payable to all Fire Department personnel.

The 12-hour day(s) of excused absence with pay may be sold back at the end of each calendar year by the Fire Department personnel volunteers at 12 hours base hourly rate, plus COLA, if they so elect.

NOTE: A pager system will be established to contact off-duty Fire Protection personnel when needed in an emergency only, ("in-the-air personnel" or general emergency personnel needed), to ensure the quickest response to any situation that may arise. Pagers for "in-the-air" personnel are mandatory. Off-duty personnel who are called in on an emergency shall receive not less than four (4) hours pay at base hourly rate or pay at one and one-half (1-1/2) times base hourly rate plus one and on-half (1-1/2) times applicable shift differential.

In the event the Company experiences difficulty in obtaining and/or maintaining the minimum level of "in-the-air" volunteers necessary to support a Rope Rescue cadre within the department, upon notification to the Union, the Company reserves the right to null and void this agreement.

Section 10 - Educational Assistance

The Company shall provide financial assistance to eligible employees who, while still employed and outside of their regular working schedule, satisfactorily complete approved courses in accordance with educational assistance programs as established by the Company.

Section 11 - Definition -- Days

The term "days," as used in this Contract, shall mean consecutive calendar days except as otherwise indicated.

Section 12 - Utilization of Work Force – Subcontracting Work

A. The Company recognizes a responsibility to utilize all its employees and will not subcontract work normally performed by the bargaining unit employees without giving full consideration to the classification that normally performs the work. The bargaining unit employees will perform the work that they normally perform
    1. where time limits for job completion will permit
    2. where sufficient qualified personnel are present and
    3. where resources are available

B. If the work load exceeds the staffing or skills of the work normally performed by the employees present within a job classification, work may be subcontracted to supplement the work force within the classification

C. It is understood that bargaining unit employees who normally perform the work in question shall not be displaced or laid-off as a direct result of work being subcontracted.

D. If it is necessary to subcontract work normally performed by the bargaining unit, the Company shall inform the Local Union President. Upon request, the Company shall meet with the Local President to

give an explanation of the nature of the work, approximate dates, contractor, and the reasons for the Company's decision to subcontract such work.

Section 13 - Escorts

The Company and the Union have agreed that members of the bargaining unit will act as security escorts for other USW bargaining unit members, both new hires and present members, when requested to do so by supervision.

Section 14 - Pay for Union Officers

The company agrees to pay 40 hours pay weekly for the designated Union officials to perform the duties of their office. The paid Union officials considered under this section include: the President, Vice President, and three (3) committee members. In addition, the Company agrees to provide four (4) days per week for the USW benefits representative to support the company employees.

Section 15 – Temporary Front Line Manager

A Temporary Front Line Manager (FLM) is responsible for taking the lead and providing direction to other workers in the group while performing the same duties as performed by the work group. Duties to include instructing members of the group, as well as doing specific assigned duties such as keeping records, canvassing for overtime, controlling processes or projects in a manner outlined by management. The need for a Temporary FLM and the duration in which the employee is classified as a Temporary FLM will be dependent upon the work to be performed. Management will have the sole responsibility to determine if the work to be performed requires a Temporary FLM and the number of Temporary FLMs. Job functions include utilizing appropriate safety precautions at all times, including good housekeeping, and is responsible for functionally directing the work group. The employee(s) to be selected and to be retained in this job classification must demonstrate overall job and plant knowledge and have the added ability to lead and direct other employees.

Temporary FLMs will be paid ten percent (10%) above the employee's current classification rate of pay.

The Temporary FLM classification is not treated as a higher classification for purposes of seniority. Employees who are promoted to Temporary FLM will continue to accumulate seniority in their former seniority group provided that the employee does not exceed six (6) cumulative months outside the bargaining unit in any 24 month period. Should the employee exceed six (6) cumulative months outside the bargaining unit in a 24 month period, the employee's seniority shall be extinguished unless Fluor-B&W and the United Steelworkers' Representative mutually agree to extend the six (6) month time limit.

Section 16 – Commercial Driver's License [from MOU pg 72-74]

In order to assure a sufficient number of bargaining unit employees are in compliance with DOT regulations to operate vehicles subject to DOT regulations, the Company and the Union agree:

(1) This Agreement shall not apply to employees who may be required by future DOT regulations to have a CDL while operating certain classes of vehicles for the Company, but who are not required by DOT regulations to be drug tested, unless the Company and the Union so agree after further discussions.

(2) For the purpose of this Agreement, an employee shall be qualified to operate a vehicle requiring a Commercial Driver's License (CDL), only if employed as a Truck Driver or if employed in a work group designated by the Company to include employees qualified to operate vehicles requiring a CDL, and if:

(a) the employee has current CDL issued by the State of Ohio or the employee's state of residence, with all endorsements required by the Company;

(b) the employee has a current medical card issued by the Company Medical Facility;

(c) the employee's DOT drivers file maintained by the Company Transportation Department is complete and the employee is enrolled in the Company's random sampling pool; and

(d) the employee is otherwise in compliance with DOT regulations.

An employee presently accepted by the Company as qualified to operate vehicles requiring a CDL (see attached list) will not be disqualified because his/her current medical card may not have been issued by the Company Medical Facility.

(3) Employees who become qualified to operate vehicles for the Company requiring a CDL after the effective date of this agreement shall be reimbursed for their initial CDL license fee and the CDL license fees that become due while they remain qualified. Employees on the attached list shall be reimbursed for their current CDL license fee, if not previously reimbursed.

(4) All Truck Drivers shall be required to become qualified to operate vehicles requiring a CDL.

(5) The Company will designate other work groups in which some employees will be required to become qualified to operate vehicles requiring a CDL. The Company will designate the minimum number of employees in each designated work group who must become qualified. Once the Company designates these work groups and the minimum number of employees in each designated group required to be qualified it will not change the designated work groups or the minimum number of employees in each designated work group without prior discussion with the Union.

(6) All employees in each designated work group will be canvassed and allowed to become qualified to operate vehicles requiring a CDL. Should the canvass fail to produce a sufficient number to achieve the minimum number set by the Company for a designated work group, the least senior employees in the designated work group will be required to become qualified to

operate vehicles requiring a CDL, so that the minimum number for the designated work group is achieved.

(7) Employees presently accepted by the Company as qualified to operate vehicles requiring a CDL and employees who become qualified hereafter (except Truck Drivers), will be relieved from driving requiring a CDL upon request and upon replacement by another qualified employee, if necessary, to maintain the minimum number of qualified drivers in the work group. Upon being relieved from driving duties, such employees will no longer be deemed qualified to operate vehicles requiring a CDL.

(8) All employees employed as Truck Drivers and all employees employed in a designated work group who elect or are required to become qualified to operate vehicles requiring a CDL will be offered, as is necessary, on-site training and will be allowed to take required drug tests, medical examinations, road tests and written tests required to qualify without loss of pay. These employees shall be allowed up to three attempts to pass the written tests and road tests for issuance of a CDL.

(9) All medical examinations and drug testing required by DOT regulations for CDL licensing and operation of commercial motor vehicles, including initial licensing, random, reasonable suspicion and post-accident drug testing will be conducted as follows:

(a) By DOT regulations will be conducted by the Company Medical Facility;

(b) Collection of the urine sample for drug testing will be conducted by the Company Medical Facility. Split samples will be used.

(c) The urine samples will be analyzed by NPL for a period of one year after which either the Company or the Union may request selection of another mutually agreed upon laboratory;

(d) The analysis of the urine sample will be forwarded to an independent Medical Review Officer (MRO). The MRO shall be mutually selected by the Company and the Union, under contract to the Company, and certified by the American Association of MRO's or the American Academy of Occupational and Environmental Medicine. The MRO will report his/her findings to the Company Medical Facility. The Company Medical Facility will issue medical cards, if justified, based on the results of the medical examination and the MRO's findings provided. However,

(e) Should the MRO determine the Laboratory analysis is positive prescribed by DOT regulations the tested employee will be disqualified from operating vehicles for the Company and subjected to other consequences as requested by the DOT regulations, Company rules on a Drug Control Program that may hereafter be negotiated by the Company and the Union.

(10) Employees in a designated work group who are not qualified to operate a vehicle requiring a CDL, shall be deemed not qualified to perform work of their classification requiring a CDL, and, if by-passed for an overtime opportunity, will be charged and not paid for the by-passed overtime. Likewise, those employees who had the opportunity to become CDL qualified and either chose not to, or failed to become certified will also be charged and not paid for the overtime opportunity. However, those employees in the group who were not afforded the opportunity to receive the CDL training will be bypassed, charged and not paid only enough hours to keep the list in balance.

(11) The Company will test employees required to have a CDL as per DOT Regulations on alcohol use.

(12) The Company will provide a "CDL" premium of $0.25 per hour for employees who are required to maintain a Commercial Driver's License as part of their jobs.

Section 17 – Hourly Technical Trainer [from MOU pg 78-80]

Hourly Technical Trainer position(s) will be responsible for assisting the Company Training Organization in the Implementation of technical training programs using a Systems Approach to Training (SAT) and Non-SAT guidelines.

Successful completion of the Classroom Instructor Program will be an initial prerequisite to any posting award of an Hourly Technical Trainer.

A. Qualifications – Technical Trainer

(1) Individual(s) must have effective presentation and communication skills; understand questioning techniques, and be able to apply learning principles in classroom and on-the-job learning environments.

(2) Minimum of five (5) years of present site experience within the relevant classification as designated on respective job postings.

(3) Possess basic computer skills.

(4) Successful completion of the Classroom Instructor Program.

B. Job Description - Trainer

(1) Present relevant classification training (classroom and on-the-job training environments) and / or other training related activities as needed.

(2) Schedule and plan training sessions.

(3) Complete all necessary administrative forms, checklists and training related evaluations as needed to qualify individuals in respective classification.

E. Selection Criteria

Selected applicants will be required to complete a one (1) day Instructor Training course that will focus on three objectives.

(1) Applying learning principles

(2) Using effective presentation and facilitation skills

(3) Using effective questioning techniques

Applicants must successfully complete a practical exercise performance evaluation. The practical exercise shall be evaluated by an independent Joint Review Team consisting of one member appointed by each party of this Memorandum and shall require respective joint concurrence to deem any individual employee initially qualified regarding Hourly Technical Trainer postings. Each party will be responsible for appointing their respective impartial or independent review person and associated or related expenses. It is understood such training will be made available as soon as possible and conducted during normal working hours. Based upon the evaluation results of the Independent Joint Review team, the most senior qualified individual will be awarded the posting.

F. Awards

(1) Hourly Technical Trainer(s) position(s) will be filled via purple bid process regarding Project Workers, and shall be awarded to the employee that has signed the applicable posting and who is deemed as the most senior qualified employee based on the evaluation results noted in Selection Criteria listed above.

(2) While assigned as an Hourly Technical Trainer, the employee will continue to accrue seniority within their respective classification.

(3) USW represented employees awarded a posting as Hourly Technical Trainer will report to the designated Management of the Training Organization.

(4) Employees awarded Hourly Technical Trainer positions will not be eligible to bid out due to annual re-alignment, or any other posting until the employee has completed one (1) year of service as an Hourly Technical Trainer. Postings will be awarded based on Article VIII, Section 6(C) of the USW collective bargaining agreement. However, if the posting is awarded to an employee who has not fulfilled one (1) year of service as an Hourly Technical Trainer, the Company can choose to fill the white posting on a temporary basis until the Hourly Technical Trainer awarded the posting has completed the applicable service time in the position based on the initial Hourly Technical Trainer posting award date. At the completion of that service, he/she would be eligible to transfer, or as is otherwise mutually agreed to among the Company, Union and the affected employee. It is understood that this process shall also apply to qualified Hourly Technical Trainer

employees offered recall to a classification. Rate changes, if any, shall become effective on the first day the employee would physically transfer to the newly awarded position and/or recalled classification.

G. Compensation

As it relates to rates paid, the base hourly rate as defined in Appendix B. of the USW collective bargaining agreement for the classification of the employee who is awarded the position of Hourly Technical Trainer shall be increased by 10% and paid pursuant to the employee's hourly rate plus applicable costs of living allowances (COLA). The percentage identified in this section will be applicable only to employees performing as an Hourly Technical Trainer. USW employees who accept assignments for temporary Instructors and who may have been eligible to receive a 9% increase to their base hourly rate while performing in that capacity will be ineligible for the additional 1% increase to the base hourly rate.

H. Overtime List Applicability

USW represented employees awarded a posting for Hourly Technical Trainer will be placed on the Training Organization Group overtime List and will be offered overtime when it is deemed necessary by Management, under the provisions of Article X, Section 4 of the USW collective bargaining agreement. While performing in the position of Hourly Technical Training, the employee will be deemed a Non-TSR worker.

I. Dispute Resolution

No grievances pertaining to this Section shall be raised by and/or between existing classifications and/or any bid groups until the dispute is submitted before a Company/Union Joint Classification committee. Disputes that are not resolved by this Committee shall be subject to step **two (2)** of the grievance procedure.

Section 18 – Overlap of De Minimis Job Duties [from MOU pg 83-84]

The term "de minimis work activities" shall refer to minor work functions that are not related to the core work of a classification and may be performed by any qualified employee as demonstrated in the examples listed below. This list is not comprehensive and may be changed by mutual agreement of the parties from time to time. USW-represented bargaining unit employees may be required to perform de minimis work activities without the necessity of making temporary work assignment under Article X, Section 7(F) of this Contract, which shall remain the procedure under which employees in one classification can be temporarily assigned to perform the core work of another classification.

The following are examples of de minimis work tasks in which specified qualified hourly employees shall perform:

(1) Instruments resetting the Criticality Accident Alarm system light during performance of an integrity test.

(2) Mechanics remove and reinstall the probe on the temperature control valve on the autoclaves.

(3) Instruments unplug/plug-in a chart recorder or display device during work on the instrumentation (not hard wired).

(4) Replace an exhaust elbow on an Air Pal.

(5) Electricians valve off nitrogen bottles during horns and lights test.

(6) Any Maintenance craft remove small amount of non-asbestos insulation to allow access to job. Any asbestos-trained employee may remove small amounts of asbestos containing material (ACM) as needed to perform assigned.

(7) Remove small covers or panels by the craft needing access to what's underneath.

(8) Mechanics disconnect/reconnect the airline on the air clutch on washers in the X-705 laundry as part of doing mechanical repairs.

(9) Replacing a weed eater head and/or detangling weed eater string in the field.

(10) Any qualified hourly operator to operate any forklift, with the exception of a Construction forklift that requires special training, during the performance of their job.

(11) Equipment owner to unpack his/her own crates or wooden boxes after delivery from Stores.

(12) Any Maintenance craft bench grinding associated with performance of other work.

(13) Truck Driver picks up trash around a dumpster that is spilled during emptying or bags left by Janitors outside dumpster for disposal.

(14) Sharpen chain saws.

(15) Movement involving setting of small hand tools, respirators or boxes, across a contamination boundary if no decontamination is required and the applicable craft is not present.

(16) When no Chemical Operators are present, perform the "good radiological practice" of dry wiping off his/her own hand tools or small hand equipment (e.g. meters) if there is no visible uranium contamination and no liquids will be generated to carry out decontamination (dry wipe only).

(17) Allow hourly to assist planning/parts as needed.

(18) User performs visual inspection of chokers and slings, and prepares documentation, and applies stickers on chokers and slings

(19) Responsible work groups are permitted to erect/set up temporary work control boundaries in all their work areas, including but not limited to general safety, radiological, asbestos, light, electrical flash boundaries, etc. and as approved by Rad Control and Industrial Hygiene per JHA requirements, if any. Temporary boundaries are identified as those necessary to be in place to initiate and complete a specific work scope evolution. Removal and de-posting of the temporary boundaries is also governed by the concurrence respective Rad Control or IH requirements per the JHA, if any.

Section 19 – Savings Clause

Should any part or provision of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

Section 20 – Fire Services and EMTA/Paramedic [from MOU pg 85 10/18/10]

Seniority shall be as stated per the current language in Article VIII, Section 1, E, F, and G

Under current operating conditions, there shall be a minimum of two (2) Paramedics assigned per rotating shift. At least one Paramedic will be scheduled as part of the minimum staffing for each shift. If conditions warrant a change, that change will be communicated immediately to the parties.

Vacation (PTO) time off shall be granted in accordance with Article VIII – Vacations and current department policy.

Paramedics shall receive two (2) 97P (Paramedic PORTS Fire Dept.) days per year and shall be taken in accordance with Article XIII – Vacations and current department policy.

Under current operating conditions, all Fire Protection EMTA/Paramedics shall sign shift vacancies per this CBA. Articles VIII, Section 10, Seniority shall be followed for paramedic vacancies until all paramedic vacancies are filled.

ARTICLE XVII – BENEFITS, Rev. 6

The following benefits plans and programs shall be maintained for the bargaining unit employees subject to the terms and conditions contained in the respective Plan documents. All Plan documents and applicable amendments are incorporated in this Contract by reference and are provided to the USW. The Company will provide the USW employees with an overview and summary of benefits coverages annually 30 days prior to the annual enrollment period. Not all employees are eligible for every plan. Plan documents define specific eligibility requirements for each and all Plan provisions. In the case of a discrepancy between this Agreement and the Plans, the Plan documents will prevail.

Notwithstanding provisions contained in any benefit plan documents or certificates, the Company shall not eliminate any benefit plans or programs, nor shall they provide less than substantially equivalent benefit levels, subject to availability of such plans or programs or changes in law and regulations, unless the Company notifies and bargains with the Union in accordance with applicable federal and state law.

Section 1 - Benefit Plans

A. Employee Health & Welfare Plans
   1. Multiple Employer Welfare Plan (MEWA), **Plan C**
   2. **Multiple Employer Welfare Arrangement (MEWA) Retiree Health Care Plan**
   3. FBP Medical Plans
   4. FBP Dental Plan
   5. FBP Vision Plan
   6. **FBP Short Term Disability Plan**
   7. **FBP Long Term Disability Plan**
   8. FBP Basic Life & AD&D
   9. FBP Supplement Life & AD&D
   10. FBP Flexible Spending Accounts
   11. FBP Business Travel Accident Plan
   12. FBP Employee Assistance Plan (EAP)
   13. **FBP Critical Care Health Insurance**

B. **Retirement Plans**
   1. **FBP Defined Contribution Savings 401k Plan – Matched and NEC**
   2. **Fluor-BWXT Portsmouth USW Career Pension Plan**
   3. **Fluor-BWXT Portsmouth USW Career Health Reimbursement Account (HRA)**
   4. **Multi-Employer Pension Plan (MEPP)**

In an effort to control costs in Health benefits and provide flexibility during the course of this Agreement, the parties agree in the spirit of partnership to:

- **Establish quarterly Benefits Review Meetings to review the Health and Welfare plans' recent cost experience. The 401k Plan and Plan funds' performance will also be discussed.**
- **Make no changes to the FBP Health plans in 2017.**
- **Establish an optional annual re-opener to this Agreement, exclusively for the purpose of discussing Medical Plan options, including cost share, should the total Plan premiums be projected to increase over 12% in the upcoming year, or should the Plan exceed the Patient Protection and Affordable Act (PPACA) thresholds that would trigger excise tax payments. Agreement on the revised Plan(s) shall be completed to permit adequate time for enrollment. Under no circumstances will the Plans be of such design to incur any PPACA excise tax.**

C. Benefit Programs for "Grandfathered" Employees

The benefit programs offered by the Company to grandfathered employees will include the Multi-Employer Welfare Arrangement (MEWA), **the Multi-Employer Pension Plan (MEPP), Multiple Employer Welfare Arrangement (MEWA) Retiree Health Care Plan,** flexible spending accounts, business travel, EAP, and long term disability. "Grandfathered" employees are individuals who meet the definition of grandfathered, as described in the URS|CH2M Oak Ridge LLC (UCOR) Multiple Employer Pension Plan. UCOR currently administers the **MEPP/**MEWA plans **and changes thereto; however, individual employers may assume responsibility for these plans or plans replacing them in the future. The Union will be advised in advance of planned changes. The premium cost share for grandfathered employee plans remains at 25%.**

Section 2 - FBP Health Benefits Programs

The Company will provide comprehensive medical, dental, and vision benefit plans for non-grandfathered employees.

1. **A PPO medical plan will be offered to full-time employees. The Incumbent Plan, ~~and~~ the Basic Plan, and the high deductible options are currently in place for 2017. The Company reserves the right to modify the Plans, provided modifications do not provide less than substantially equivalent benefit levels, subject to availability of such plans or programs or changes in law and regulations, unless the Company notifies and bargains with the Union in accordance with applicable federal and state law.**

2. Eligibility for the medical benefit programs will be full time employees, covered the first of the month after hire, **and must have worked at least one day. The employee premium share shall be 25%.**

3. A Dental Plan will be offered to full-time employees. **The employee premium share shall be 25%.**

4. A Vision Plan will be offered to full-time employees. **The employee premium share shall be 25%.**

5. The Company reserves the option of bundling or unbundling the medical, dental and vision plans, (offering them together or separately)

6. **Continuation of health benefits for employees on leave of absence or upon termination of employment shall be in accordance with the terms and conditions set forth in the Plan document and COBRA will be offered when required by law.**

7. The Company has the right to provide alternatives and plan modifications to the current health plans throughout the term of this agreement, **in addition to the annual optional re-opener**, for business reasons. In such instances, the Company will notify the Union at least 30 days in advance of the annual benefit open enrollment period and will provide the new plan details to demonstrate that similar, **substantially equivalent,** or better coverage is still being provided **at premium rates below projected PPACA tax thresholds.**

8. **The Company will offer an employee-paid Critical Care Health Insurance option.**

Section 3 - Life Insurances

The Company shall maintain a group plan of life insurance and accidental death and dismemberment (AD&D) insurance and will offer non-grandfathered employees an opportunity to purchase optional supplemental life insurance at their own expense.

A. Basic Group Life/AD&D

1. The Company will purchase basic Life and AD&D coverage of one (1) times annual base earnings to a maximum of $200,000. Coverage amount may be reduced beginning at age **70** and may be further reduced at later ages, based on policy in place.
2. Accidental death and accidental dismemberment benefits will be provided based on carrier schedule.
3. Eligibility for the Basic Life, AD&D programs will **include non-grandfathered full-time employees,** covered the first of the month after hire, **and require the employee to be active at work the first day of coverage**.
4. **Continuation of coverage while on leave of absence or upon termination of employment shall be in accordance with the terms and conditions set forth in the Group Life Insurance Certificate.**

B. Optional Supplemental Life

1. The Company will contract with a vendor to offer optional supplemental life insurance coverage.
2. Eligibility for the optional supplemental life programs will include non-grandfathered full-time employees, covered the first of the month after hire, **and require the employee to be active at work the first day of coverage**.

Section 4 - Short Term Disability – Non Occupational Disability

A. Eligibility

Provided the Conditions of Payment outlined are met, an hourly paid employee shall receive weekly, non-occupational disability payments if he or she:

1. Is active at work the first of the month after hire and is a full-time employee
2. Provides the Carrier with a doctor's certificate and all required paperwork to certify that absence was due to a legitimate non-occupational disability. The Carrier makes the determination of eligibility of absence. Definition of disability is employee is limited from performing the material and substantial duties of their regular occupations due to sickness or injury and there is a 20% of more loss in weekly earnings (base with shift differential) due to the same sickness or injury.
3. Provides a release to the carrier to share pertinent information with the Company
4. Reports the absence and the cause of the absence to immediate supervision and Human Resources at a time of absence. Failure to timely report absence, outside of circumstances outside of employee's control, may result in disciplinary action due to unreported absence.
5. Is absent in excess five (5) calendar days. The employee may use paid time off to offset unpaid waiting period.
6. Short Term Disability period will run concurrently with Family Medical Leave.
7. Health Insurance coverage continues as long as employee contributions are received timely – either through payroll deductions or by check received by first of month for the month. COBRA will be offered after termination. Life insurance will follow the policy certificate.

B. Conditions of Payment

1. Exclusions

   Non-occupational disability payments shall not be made for any disabilities caused by, contributed to by, or resulting from:

   a. Any period of incapacity during which the employee is not under treatment by a licensed or practicing physician.
   b. Any period of incapacity during which the employee fails to timely supply requested and required paperwork to Carrier for determination of disability.
   c. Occupational sickness or injury
   d. Intentional, self-inflicted injuries
   e. Active participation in a riot
   f. Loss of professional license, occupational license or certification
   g. Commission of a crime for which you have been convicted
   h. War, declared or undeclared
   i. Any period for which the claimant is incarcerated

2. Limitations

   Payments under this plan shall be made only to employees whose absence is due to a non-occupational disability and shall not be paid to employees who are absent for other reasons

   If an employee was continuously insured and a recurrent disability occurs within 14 consecutive days or less from the end of that claim, the disability will be treated as par of the prior claim

C. Payment

1. Waiting Period
   No payments shall be made for the first five (5) days of absence for any certified non-occupational disability.

   The Company and Union agree that an employee may at his/her option utilize his/her paid time off to offset any portion of the five (5) day waiting period.

2. Payment Period
   Following the five (5) day waiting period, payments for any one period of non-occupational disability shall be made for a period of time as follows.

6th day – 12th week of disability	**80%**
13th – 26th week of disability	60%

D. Amount of Pay
Excluding the five (5) day waiting period, the amount of the payments shall be ~~85~~ **80%** or 60% (as described above) of the base hourly rate plus COLA. Not to exceed eight (8) hours of workday (40 hours/week). Benefits will be paid by a combination of insurance through the Company's short term disability carrier and salary continuation. An employee on short term disability leave will revert to an 8/hr day 40/hr/wk schedule during the leave

All disability payments provided for in this Contract shall be reduced by the amount or amounts of any other benefits which might be provided through state or feral legislation for the same type of disability and for the same period of absence

Above sets forth major provisions of the coverage. The plan certificate provides coverage details and guidance and is binding. The Company shall not eliminate nor shall they provide less than substantially equivalent benefits, subject to availability of such plan, unless they notify the Union in accordance with applicable federal and state law.

Section 5 - Long-Term Disability Plan

A. The Company agree to contract with an insurance carrier to provide a Long-Term Disability plan substantially equivalent to provisions outlined below:
   1. Eligibility is full-time employee effective 1st day of the month after hire, must be actively at work.
   2. 180 day elimination period, benefits begin after elimination period or STD benefits are completed
   3. Provides certification of disability to carrier's standard
   4. Pays 60% of monthly base earnings plus COLA to maximum benefit of $7500.
   5. Maximum period of benefits up to age 65. Reduced period if disability commences age 60 or above as long as employee remains certified disabled.

6. Benefits for disabilities due to mental illness and self-reported symptoms will be limited to an accumulative 24 month lifetime period.
7. Exclusions are disabilities caused by, contributed by or resulting from intentionally self-inflicted injuries , active participation in a riot, loss of a professional license, occupational license, or certification, pre-existing condition, war – declared or undeclared; any period of incarceration while disabled.
8. Recurrent disability is defined as a current disability as part of a prior claim if claimant was continuously insured and the recurrent disability occurs within 6 months from end of the prior claim.
9. Offsets include any amounts received from workers' compensation law/occupational disease law/law with similar intent; any other disability payments, Title 46 pension payments, and social security.
10. Company Service ceases upon LTD initiation. If the employee is medically cleared to return to work prior to termination of employment and remains at work (no subsequent leave) for a period of 1 year, prior company service will be reinstated. Non-grandfathered employees shall be terminated two (2) years after commencement of disability.
11. Health Insurance coverage continues as long as employee contributions are received time – by first of month for that month COBRA will be offered after termination. Life insurance will follow the policy certificate.

Above sets forth major provisions of the coverage. The plan certificate provides coverage details and guidance and is binding. The company shall not eliminate nor shall they provide less than substantially equivalent benefits, subject to availability of such plan, unless they notify the Union in accordance with applicable federal and state law.

Section 6 - Retirement Plans

A. Portsmouth D&D 401k Defined Contribution Savings Plan

1. Matching Portion. All employees are eligible to participate in the Company matching contribution portion of the 401k Savings Program as of the first of the month after date of hire. The plan is to be identical to the current 401k Plan of salaried employees; to include: percentage of eligible income that a bargaining employee can contribute; the formula for Company matching contributions, the investment options, and all other administrative aspects of the Savings Program.

1. Non-Discretionary Company Contribution (NEC) Non-Grandfathered Employees, those not participating in the Multiple Employer Pension Plan and the USW Career DB Pension Plan, may be eligible for the non-discretionary company contribution of 5.8% based on applicable hourly wage and COLA for every hour worked to include overtime. Paid time off, lump sum payments, fringe benefits, bonuses, and similar compensation will not be considered eligible compensation. The vesting for this enhanced contribution will be a two (2) year cliff with 100% vesting on second service anniversary. The investment options and all administrative aspects of the 401k Plan shall be identical to the current savings program of the salaried employees

B. Fluor-BWXT Portsmouth USW Career Pension Plan for Appendix A USW-Represented Employees (Pension Plan)

This new Pension Plan will be a "single employer plan" with a benefit accrual rate (multiplier) equal to 1.2% for each year of benefit service.

Benefit service is defined as service from plan entry, set once the non-elective contribution in the defined contribution (FBP 401k) plan ends.

Key provisions include:

- **Pension Benefit:** **1.2% Accrual Factor applied to future benefits**
- **Pension Eligible Compensation: Compensation is defined in the Plan document as the straight-time portion of remuneration (including shift differential or shift premium and hourly COLA), and received from the Participating Employer for the established regular working schedule of the Participant, determined prior to any reduction in such rate of remuneration for any contribution made on behalf of such Employee to a 401(k) plan or a cafeteria plan (within the meaning of Code Section 125) maintained by a Participating Employer.**
- **Benefits Formula:** **The monthly benefits annuity amount is calculated as follows: the average monthly compensation based on the highest 36 months available (during the ten full business years preceding the date of retirement) multiplied by the number years of benefits service multiplied by the benefit accrual factor of 1.2%.**

1. Pension Plan Eligibility

The Pension Plan coverage will be for any former United States Enrichment Corporation (USEC) USW-represented employee hired by USEC prior to March 31, 1998 and continuously employed by FBP in a USW-represented position from the date of contract transition (March 29, 2011) until the date of ratification of the new collective bargaining agreement between FBP and USW. Participants in the ETTP MEPP, administered by UCOR, are not eligible for participation in this plan.

The establishment of the new Pension Plan, if ratified, is considered an "all or none" benefit meaning all eligible individuals must participate in that plan and that those individuals are no longer eligible to participate in the non-elective contribution portion of the defined contribution plan. Once pension benefits begin to accrue under this Pension Plan the non-elective contributions will cease.

2. Wrap Around Provision

This Pension Plan contains a wrap around early retirement option which pays over three (3) years, available only to employees who, at the time of retirement, are between the ages of 62 and 65, and who meet the Rule of 85 (Years of service plus age totaling 85).

3. Vesting Provision
   The only Employees who are eligible to participate for purposes of accruing a benefit under this Plan are USW-Represented Employees who work in Covered Employment for a Participating Employer and are therefore fully vested at the inception of this Plan.

4. General Forms of Benefit Payments
   Normal/Life Only – Participant receives a monthly pension payment continuing through the month in which the Participant dies

   Joint & Survivor Annuity – reduced pension payments payable to and during the lifetime of the retired Participant, and upon Participants death, an adjusted pension (75% or 50%) shall be paid to Participant's spouse, dependent child or dependent parent.

C. Fluor-BWXT Portsmouth USW Career Health Reimbursement Account (HRA) for Appendix A USW-Represented Employees

The new HRA Plan for certain United Steel Workers (USW) employed by Fluor-BWXT Portsmouth LLC (FBP) who were former United States Enrichment Corporation (USEC) USW-represented employees will include the following provisions subject to employee eligibility.

1. Eligibility Provision
   The HRA Plan coverage will be for any former USW represented USEC employees hired before April 1, 2005 and continuously employed by FBP in a USW-represented position from the date of contract transition (March 29, 2011) until the date of ratification of the new Collective Bargaining Agreement between FBP and USW. Those eligible employees will receive a one-time opportunity to enroll in this new HRA Plan and are not eligible if they are participating in any other group plan.

2. Plan Provisions
   - **Pre-65 Retiree - this Plan will provide retirement benefits delivered in the form of a Health Reimbursement Account (HRA). The Company's contribution to the HRA would be approximately equivalent to the per retiree company contribution to the FBP Basic Medical and Dental Plans. The plan sponsor will engage a third party to administer these plans per guidelines established by the plan sponsor.**
   - **Post-65 Retiree - retired participants eligible and participating in Medicare will receive a stipend to purchase Medicare Supplemental coverage. The proposed initial stipend is tentatively set at $200 per month for an individual retiree or spouse and $400 per month if both retiree and spouse are enrolled in Medicare.**

D. Multiple Employer Pension Plan (MEPP)
The benefit programs offered by the Company to grandfathered employees will include the ETTP MEPP as described in the UCOR Multiple Employer Pension Plan. UCOR currently administers the MEPP plan.

All Plan documents and applicable amendments are incorporated in the Contract by reference. Notwithstanding provisions contained in any benefit plan documents or notices, the Company shall

not eliminate any benefit plans or programs, nor shall they provide less than substantially equivalent benefit levels, subject to availability of such plans or provisions changed by law and regulation, unless they notify and bargain with the Union, in accordance with applicable federal and state law.

Section 7 - Occupational Disability Pay

A. Any employee who is absent from work because of an occupational disability arising out of and in the course of employment, unless purposely self-inflicted, or due to willful misconduct, violation of plant rules, or refusal to use safety appliances, shall be granted a leave of absence in accordance with Article IX. When properly approved by the Company, an employee shall be paid an amount equal to the difference between his/her base hourly rate **plus COLA** and any payments received from Workers' Compensation **or FBP**. When there is no question concerning the occupational nature of the disability, an estimate may be made of the amount of this difference and payment may be made before Workers' Compensation claim has been approved. An adjustment may be necessary after payments are being made on a regular basis. Such payment shall cease when the employee is determined to be permanently disabled, or when the Company's doctor finds the employee is able to return to work.

1. An employee who is scheduled for layoff because of reduction in force while receiving occupational disability make-up payments under this section will have such payments extended to, but not beyond, the date the individual either becomes able to work, reaches maximum (predictable) possible recovery, or six (6) months after the scheduled layoff date due to reduction in force, whichever of these first occurs. Occupational disability make-up pay will not be extended beyond layoff except to those cases and to the extent described in this Subsection.

2. An employee on occupational disability at the time of layoff will be paid layoff allowance in a lump sum.

3. The Company will make a determination as to whether a claim for Worker's Compensation weekly benefits, in whole or part, will be accepted or rejected within five (5) work days of receipt of medical documentation. The Company will make the initial benefit payment within fifteen (15) work days after determination to accept the claim is made. The Company will continue to periodically examine employees to determine if the occupational leave and supplemental pay is to be continued. The Company will continue the employee's present choice of medical providers to the extent permitted by law.

4. Occupational Disability period will run concurrently with Family Medical Leave.

A. Basis of Payment

All disability payments provided for in this Contract shall be reduced by the amount or amounts of any other benefits which might be provided through state or federal legislation for the same type of disability and for the same period of absence.

C. Rate of Pay

Occupational disability payments shall be based on the straight time hourly base rate the employee was receiving upon disability.

~~D.~~ Request for Medical Information [Moved to STD Section 4E]

D. Scheduling Follow-Up Medical Treatment for Employees with Occupational Injuries

The Company will pay employees for up to 2 hours per visit who request to be released from work for medical appointments resulting from occupational injuries including employees required to schedule follow-up medical treatment for occupational injuries incurred prior to their transition to FBP employment. Employees will receive their current base hour rate + COLA for up to 2 hours per medical appointment. Employees, in turn, must work with supervision to schedule such appointments so as to minimize the need for loss of work time. They must provide as much notice of the need to be released from work as possible. The Company will notify the Union of individual cases of employee non-cooperation, requests resulting in special operational problems, or questions of excessive use of release time.

Section 8 - Clarification Regarding Eligibility, Participation, Retroactive Service Credit Grants, *or Changes* to the MEPP, MEWA or Associated Retiree Plans

A. Nothing in Article XVII – Benefits – shall be construed as an imposition upon, or an agreement by, the Parties to adopt any former bargaining unit transition agreement (BUTA) for which no employment deadline is specified that is either included in any former labor agreement between LATA/Parallax and USW or USEC and the USW; or signed as a Memorandum of Understanding or Agreement between LATA/Parallax or USEC and the USW; or any other related agreements between LATA/Parallax or USEC and the USW.

B. With regard to any employee covered by this Agreement who was not a USW member performing services under the applicable DOE contract at the Portsmouth Gaseous Diffusion Plant on or before March 29, 2010, nothing in this Agreement shall be construed to allow or provide for any eligibility, participation, or retroactive service credit grants to such employee under the UCOR Pension Plan for Grandfathered Employees (MEPP), the Health and Welfare Benefit Plan for Employees of UCOR and Select DOE con-tractors (MEWA), or associated retiree plans in addition to that which exists immediately prior to the date of employment by Fluor-B&W Portsmouth unless the MEPP, the MEWA, or associated retiree plans are specifically amended to provide for additional eligibility, participation or retroactive service credit grants after the date of employment by Fluor B&W Portsmouth.

C. The Parties further agree that if the UCOR Pension Plan for Grandfathered Employees (MEPP), the Health and Welfare Benefit Plan for Employees of UCOR and Select DOE Contractors (MEWA), or associated retiree plans in addition to that which exists immediately prior to the date of employment by Fluor-B&W Portsmouth are specifically amended to provide for additional

eligibility, participation, retroactive service credit grants, **or changes – including termination and/or replacement of the MEPP and MEWA, or associated retiree plans,** after the date of employment by Fluor B&W Portsmouth, the bargaining agreement shall be implemented consistent with the amended provisions, the terms and conditions of FBP's Contract with the DOE, and any related agreements that may be agreed to as part of this collective bargaining agreement.

ARTICLE XVIII – TERM OF CONTRACT, Rev. 1

Section 1 – Effective Date

This Contract shall continue in effect from **12:01 AM March 29, 2016** until **11:59 pm, March 28, 2021**, and shall automatically be renewed thereafter from year to year unless written notice is given by either party; sixty (60) days prior to the expiration date that it is desired to terminate or amend the Contract.

Section 2 – Renegotiation Notice

Both notice of request for renegotiation and lists of items to be amended shall be sent by registered mail to the following:

To the Union:

USW
60 Blvd. of the Allies
Pittsburgh, PA 15222

And

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

Appendix A - Wage Schedule

Pay scale effective March 28, 2016

2016 Classifications	2015 Wage Rates						2016 Rates reflect a 2.0% Increase						2017 Rates reflect a 2.0% Increase					
	Maximum Rate	Starting Rate 2015	2015 13 Wks	2015 26 Wks	2015 39 Wks	2015 52 Wks	Maximum Rate	Starting Rate 2016	2016 13 Wks	2016 26 Wks	2016 39 Wks	2016 52 Wks	Maximum Rate	Starting Rate 2017	2017 13 Wks	2017 26 Wks	2017 39 Wks	2017 52 Wks
Assistant Boiler Operator	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22.448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194
Boiler Operator	$ 23.806	22.574	23.192	23.806			$ 24.282	$ 23.025	$ 23.656	$ 24.282			$ 24.768	$ 23.486	$ 24.129	$ 24.768		
Carpenter	$ 24.333	23.010	23.610	24.333			$ 24.820	$ 23.470	$ 24.082	$ 24.820			$ 25.316	$ 23.940	$ 24.564	$ 25.316		
CDM Operator / GWTF	$ 25.315	23.648		24.653		25.315	$ 25.821	$ 24.120		$ 25.146		$ 25.822	$ 26.338	$ 24.603		$ 25.649		$ 26.338
Chemical Operator	$ 24.715	23.097	23.731	24.433	24.575	24.715	$ 25.209	$ 23.559	$ 24.206	$ 24.922	$ 25.067	$ 25.209	$ 25.713	$ 24.030	$ 24.690	$ 25.421	$ 25.568	$ 25.713
Chemical Operator-in-Training	$ 21.365	19.640	20.392	20.881	21.365		$ 21.792	$ 20.033	$ 20.800	$ 21.298	$ 21.792		$ 22.228	$ 20.433	$ 21.216	$ 21.724	$ 22.228	
Coal Handling Machine Operator	$ 21.365	19.640	20.392	20.881	21.365		$ 21.792	$ 20.033	$ 20.800	$ 21.298	$ 21.792		$ 22.228	$ 20.433	$ 21.216	$ 21.724	$ 22.228	
D & D I	$ 25.532	24.127		24.801		25.532	$ 26.043	$ 24.610		$ 25.297		$ 26.043	$ 26.563	$ 25.102		$ 25.803		$ 26.564
D & D II	$ 25.532	24.127		24.801		25.532	$ 26.043	$ 24.610		$ 25.297		$ 26.043	$ 26.563	$ 25.102		$ 25.803		$ 26.564
Distribution & Inspection Operator	$ 24.715	23.097	23 731	24.433	24.575	24.715	$ 25.209	$ 23.559	$ 24.206	$ 24.922	$ 25.067	$ 25.209	$ 25.713	$ 24.030	$ 24.690	$ 25.421	$ 25.568	$ 25.713
Electrician - 1st Class	$ 25.338	23.956		24.607		25.338	$ 25.845	$ 24.435		$ 25.099		$ 25 845	$ 26.362	$ 24.924		$ 25.601		$ 26.362
Electrician - 2nd Class	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22.448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194
Electronic Mechanic - 1st Class	$ 24.893	23.563	24.208	24.893			$ 25.391	$ 24.034	$ 24.693	$ 25.391			$ 25.899	$ 24.515	$ 25.186	$ 25.898		
Electronic Mechanic - 2nd Class	$ 22.625	21.209	21.678	22.008	22.263	22.625	$ 23.078	$ 21.633	$ 22.112	$ 22.448	$ 22.708	$ 23.078	$ 23.539	$ 22.065	$ 22.554	$ 22.897	$ 23.162	$ 23.539
Fire Protection EMTA/Paramedic	$ 23.480	22.228	22.785	23.480			$ 23.950	$ 22.672	$ 23.241	$ 23.949			$ 24.429	$ 23.126	$ 23.706	$ 24.428		
HVAC Mechanic	$ 24.905	24.905					$ 25.403	$ 25.403					$ 25.911	$ 25.911				
Instrument Mechanic - 1st Class	$ 25.487	24.150		24.801		25.487	$ 25.997	$ 24.633		$ 25.297		$ 25.997	$ 26.517	$ 25.126		$ 25.803		$ 26.517
Instrument Mechanic - 2nd Class	$ 22.625	21.209	21.678	22.008	22.263	22.625	$ 23.078	$ 21.633	$ 22.112	$ 22.448	$ 22.708	$ 23.078	$ 23.539	$ 22.065	$ 22.554	$ 22.897	$ 23.162	$ 23.539
Janitor	$ 19.896	18.682	19.896				$ 20.294	$ 19.055	$ 20.294				$ 20.700	$ 19.436	$ 20.700			
Janitor B*							$ 15 000	14 000	15 000				$ 15 300	$ 14 280	$ 15.300			
Laborer	$ 19.986	18.937	19.986				$ 20.386	$ 19.316	$ 20.386				$ 20.793	$ 19.703	$ 20.794			
Laborer B*							$ 15 000	14 000	15 000				$ 15 300	$ 14 280	$ 15.300			
Laundry Worker	$ 20.436	19.342	20.436				$ 20.845	$ 19.729	$ 20.845				$ 21.262	$ 20.123	$ 21.262			
Laundry Worker B*							$ 15 000	14 000	15 000				$ 15 300	$ 14 280	$ 15.300			
Lubricator (Garage)	$ 21.453	20.176	20.795	21.453			$ 21.882	$ 20.579	$ 21.211	$ 21.882			$ 22.320	$ 20.991	$ 21.635	$ 22.320		
Machinist AA	$ 24.721	23.381	24.025	24.721			$ 25.215	$ 23.849	$ 24.505	$ 25.216			$ 25.720	$ 24.326	$ 24.995	$ 25.720		
Machinist - 2nd Class	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22.448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194
Maintenance Mechanic - 1st Class	$ 25.338	23.956		24.607		25.338	$ 25.845	$ 24.435		$ 25.099		$ 25.845	$ 26.362	$ 24.924		$ 25.601		$ 26.362
Maintenance Mechanic - 2nd Class	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22.448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194
Mason	$ 24.721	23.381	24.025	24.721			$ 25.215	$ 23.849	$ 24.505	$ 25.216			$ 25.720	$ 24.326	$ 24.995	$ 25.720		
Materials	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22.448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194
Materials B*							$ 17 000	16 000	17 000				$ 17.340	$ 16 320	$ 17.340			
Mobile Equipment Mechanic	$ 24.333	23.010	23.610	24.333			$ 24.820	$ 23.470	$ 24.082	$ 24.820			$ 25.316	$ 23.940	$ 24.564	$ 25.316		
Painter - 1st Class	$ 23.480	22.228	22.785	23.480			$ 23.950	$ 22.672	$ 23.241	$ 23.949			$ 24.429	$ 23.126	$ 23.706	$ 24.428		
Painter - 2nd Class	$ 21.453	20.176	20.795	21.453			$ 21.882	$ 20.579	$ 21.211	$ 21.882			$ 22.320	$ 20.991	$ 21.635	$ 22.320		
Power Operator - 1st Class	$ 24.715	23.097	23.731	24.433	24.575	24.715	$ 25.209	$ 23.559	$ 24.206	$ 24.922	$ 25.067	$ 25.209	$ 25.713	$ 24.030	$ 24.690	$ 25.421	$ 25.568	$ 25.713
Power Operator -2nd class	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22 448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194
Production Process Operator	$ 24.715	23.097	23.731	24.433	24.575	24.715	$ 25.209	$ 23.559	$ 24.206	$ 24.922	$ 25.067	$ 25.209	$ 25.713	$ 24.030	$ 24.690	$ 25.421	$ 25.568	$ 25.713
Production Process Optr-in-Training	$ 21.365	19.640	20.392	20.881	21.365		$ 21.792	$ 20.033	$ 20.800	$ 21.298	$ 21.792		$ 22.228	$ 20.433	$ 21.216	$ 21.724	$ 22.228	
Project Worker**	$ 25.532	25.532					$ 26.043	$ 26.043					$ 26.563	$ 26.564				
Sheet Metal Mechanic - 1st Class	$ 24.721	23.381	24.025	24.721			$ 25.215	$ 23.849	$ 24.505	$ 25.216			$ 25.720	$ 24.326	$ 24.995	$ 25.720		
Sheet Metal Mechanic - 2nd Class	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22.448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194
Sign Painter	$ 23.806	22.574	23.192	23.806			$ 24.282	$ 23.025	$ 23.656	$ 24.282			$ 24.768	$ 23.486	$ 24.129	$ 24.768		
Stationary Engineer - Steam Plant	$ 24.713	23.113	23.842	24.713			$ 25.207	$ 23.575	$ 24.319	$ 25.208			$ 25.711	$ 24.047	$ 24 805	$ 25.712		
Truck Driver	$ 21.531	19.801	20.560	21.044	21.531		$ 21.962	$ 20.197	$ 20.971	$ 21.465	$ 21.961		$ 22.401	$ 20.601	$ 21.390	$ 21.894	$ 22.401	
Taxi Driver							$ 20.794	19 680	20 794				$ 21.210	$ 20.074	$ 21.210			
Taxi Driver B*							$ 15.000	14.000	15 000				$ 15.300	$ 14.280	$ 15 300			
Uranium Material Handler	$ 24.715	23.097	23.731	24.433	24.575	24.715	$ 25.209	$ 23.559	$ 24.206	$ 24.922	$ 25.067	$ 25.209	$ 25.713	$ 24.030	$ 24.690	$ 25.421	$ 25.568	$ 25.713
Uranium Material Hander-in-Training	$ 21.365	19.640	20.392	20.881	21.365		$ 21.792	$ 20.033	$ 20.800	$ 21.298	$ 21.792		$ 22.228	$ 20.433	$ 21.216	$ 21.724	$ 22.228	
Utilities Operator	$ 24.715	23.097	23.731	24.433	24.575	24.715	$ 25.209	$ 23.559	$ 24.206	$ 24.922	$ 25.067	$ 25.209	$ 25.713	$ 24.030	$ 24.690	$ 25.421	$ 25.568	$ 25.713
Utilities Operator-In-Training	$ 21.365	19.640	20.392	20.881	21.365		$ 21.792	$ 20.033	$ 20.800	$ 21.298	$ 21.792		$ 22.228	$ 20.433	$ 21.216	$ 21.724	$ 22.228	
Utility Distribution Operator	$ 24.715	23.097	23.731	24.433	24.575	24.715	$ 25.209	$ 23.559	$ 24.206	$ 24.922	$ 25.067	$ 25.209	$ 25.713	$ 24.030	$ 24.690	$ 25.421	$ 25.568	$ 25.713
Welder - 1st Class	$ 24.721	23.381	24.025	24.721			$ 25.215	$ 23.849	$ 24.505	$ 25.216			$ 25.720	$ 24.326	$ 24.995	$ 25.720		
Welder - 2nd Class	$ 22.294	20.975	21.453	21.705	22.008	22.294	$ 22.740	$ 21.395	$ 21.882	$ 22.140	$ 22.448	$ 22.740	$ 23.195	$ 21.823	$ 22.320	$ 22.582	$ 22.897	$ 23.194

* Employees hired after 2017 CBA ratification

** Project Worker base does not include 4%

Appendix A - Wage Schedule
Pay scale effective March 28, 2016

2016 Classifications	2018 Rates reflect a 2.0% increase						2019 Rates reflect a 2.0% increase						2020 Rates reflect a 2.0% increase					
	Maximum Rate	Starting Rate 2018	2018 13 Wks	2018 26 Wks	2018 39 Wks	2018 52 Wks	Maximum Rate	Starting Rate 2019	2019 13 Wks	2019 26 Wks	2019 39 Wks	2019 52 Wks	Maximum Rate	Starting Rate 2020	2020 13 Wks	2020 26 Wks	2020 39 Wks	2020 52 Wks
Assistant Boiler Operator	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614
Boiler Operator	$ 25.263	$ 23.955	$ 24.611	$ 25.263			$ 25.768	$ 24.434	$ 25.103	$ 25.769			$ 26.284	$ 24.923	$ 25.606	$ 26.284		
Carpenter	$ 25.822	$ 24.418	$ 25.055	$ 25.822			$ 26.339	$ 24.907	$ 25.556	$ 26.339			$ 26.866	$ 25.405	$ 26.067	$ 26.866		
CDM Operator / GWTF	$ 26.864	$ 25.095		$ 26.162		$ 26.865	$ 27.402	$ 25.597		$ 26.685		$ 27.402	$ 27.950	$ 26.109		$ 27.219		$ 27.950
Chemical Operator	$ 26.228	$ 24.511	$ 25.183	$ 25.929	$ 26.079	$ 26.227	$ 26.752	$ 25.001	$ 25.687	$ 26.448	$ 26.601	$ 26.752	$ 27.287	$ 25.501	$ 26.201	$ 26.977	$ 27.133	$ 27.287
Chemical Operator-in-Training	$ 22.673	$ 20.842	$ 21.640	$ 22.159	$ 22.673		$ 23.126	$ 21.259	$ 22.073	$ 22.602	$ 23.126		$ 23.589	$ 21.684	$ 22.514	$ 23.054	$ 23.589	
Coal Handling Machine Operator	$ 22.673	$ 20.842	$ 21.640	$ 22.159	$ 22.673		$ 23.126	$ 21.259	$ 22.073	$ 22.602	$ 23.126		$ 23.589	$ 21.684	$ 22.514	$ 23.054	$ 23.589	
D & D I	$ 27.095	$ 25.604		$ 26.319		$ 27.095	$ 27.637	$ 26.116		$ 26.846		$ 27.637	$ 28.189	$ 26.639		$ 27.383		$ 28.190
D & D II	$ 27.095	$ 25.604		$ 26.319		$ 27.095	$ 27.637	$ 26.116		$ 26.846		$ 27.637	$ 28.189	$ 26.639		$ 27.383		$ 28.190
Distribution & Inspection Operator	$ 26.228	$ 24.511	$ 25.183	$ 25.929	$ 26.079	$ 26.227	$ 26.752	$ 25.001	$ 25.687	$ 26.448	$ 26.601	$ 26.752	$ 27.287	$ 25.501	$ 26.201	$ 26.977	$ 27.133	$ 27.287
Electrician - 1st Class	$ 26.889	$ 25.422		$ 26.113		$ 26.889	$ 27.427	$ 25.931		$ 26.635		$ 27.427	$ 27.975	$ 26.449		$ 27.168		$ 27.975
Electrician - 2nd Class	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614
Electronic Mechanic - 1st Class	$ 26.417	$ 25.005	$ 25.690	$ 26.416			$ 26.945	$ 25.505	$ 26.204	$ 26.945			$ 27.484	$ 26.015	$ 26.728	$ 27.484		
Electronic Mechanic - 2nd Class	$ 24.010	$ 22.507	$ 23.005	$ 23.355	$ 23.626	$ 24.010	$ 24.490	$ 22.957	$ 23.465	$ 23.822	$ 24.098	$ 24.490	$ 24.980	$ 23.416	$ 23.934	$ 24.299	$ 24.580	$ 24.980
Fire Protection EMTA/Paramedic	$ 24.917	$ 23.588	$ 24.180	$ 24.917			$ 25.416	$ 24.060	$ 24.663	$ 25.415			$ 25.924	$ 24.541	$ 25.156	$ 25.923		
HVAC Mechanic	$ 26.429	$ 26.430					$ 26.958	$ 26.958					$ 27.497	$ 27.497				
Instrument Mechanic - 1st Class	$ 27.047	$ 25.628		$ 26.319		$ 27.047	$ 27.588	$ 26.141		$ 26.845		$ 27.588	$ 28.140	$ 26.664		$ 27.382		$ 28.140
Instrument Mechanic - 2nd Class	$ 24.010	$ 22.507	$ 23.005	$ 23.355	$ 23.626	$ 24.010	$ 24.490	$ 22.957	$ 23.465	$ 23.822	$ 24.098	$ 24.490	$ 24.980	$ 23.416	$ 23.934	$ 24.299	$ 24.580	$ 24.980
Janitor	$ 21.114	$ 19.825	$ 21.114				$ 21.536	$ 20.221	$ 21.536				$ 21.967	$ 20.626	$ 21.967			
Janitor B*	$ 15.606	$ 14.566	$ 15.606				$ 15.918	$ 14.857	$ 15.918				$ 16.236	$ 15.154	$ 16.236			
Laborer	$ 21.209	$ 20.097	$ 21.209				$ 21.633	$ 20.498	$ 21.634				$ 22.066	$ 20.908	$ 22.066			
Laborer B*	$ 15.606	$ 14.566	$ 15.606				$ 15.918	$ 14.857	$ 15.918				$ 16.236	$ 15.154	$ 16.236			
Laundry Worker	$ 21.687	$ 20.526	$ 21.687				$ 22.121	$ 20.936	$ 22.121				$ 22.563	$ 21.355	$ 22.563			
Laundry Worker B*	$ 15.606	$ 14.566	$ 15.606				$ 15.918	$ 14.857	$ 15.918				$ 16.236	$ 15.154	$ 16.236			
Lubricator (Garage)	$ 22.766	$ 21.411	$ 22.068	$ 22.766			$ 23.221	$ 21.839	$ 22.509	$ 23.221			$ 23.686	$ 22.276	$ 22.959	$ 23.686		
Machinist AA	$ 26.234	$ 24.812	$ 25.495	$ 26.235			$ 26.759	$ 25.309	$ 26.005	$ 26.759			$ 27.294	$ 25.815	$ 26.525	$ 27.294		
Machinist - 2nd Class	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614
Maintenance Mechanic - 1st Class	$ 26.889	$ 25.422		$ 26.113		$ 26.889	$ 27.427	$ 25.931		$ 26.635		$ 27.427	$ 27.975	$ 26.449		$ 27.168		$ 27.975
Maintenance Mechanic - 2nd Class	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614
Mason	$ 26.234	$ 24.812	$ 25.495	$ 26.235			$ 26.759	$ 25.309	$ 26.005	$ 26.759			$ 27.294	$ 25.815	$ 26.525	$ 27.294		
Materials	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614
Materials B*	$ 17.687	$ 16.645	$ 17.687				$ 18.041	$ 16.979	$ 18.041				$ 18.401	$ 17.319	$ 18.401			
Mobile Equipment Mechanic	$ 25.822	$ 24.418	$ 25.055	$ 25.822			$ 26.339	$ 24.907	$ 25.556	$ 26.339			$ 26.866	$ 25.405	$ 26.067	$ 26.866		
Painter - 1st Class	$ 24.917	$ 23.588	$ 24.180	$ 24.917			$ 25.416	$ 24.060	$ 24.663	$ 25.415			$ 25.924	$ 24.541	$ 25.156	$ 25.923		
Painter - 2nd Class	$ 22.766	$ 21.411	$ 22.068	$ 22.766			$ 23.221	$ 21.839	$ 22.509	$ 23.221			$ 23.686	$ 22.276	$ 22.959	$ 23.686		
Power Operator - 1st Class	$ 26.228	$ 24.511	$ 25.183	$ 25.929	$ 26.079	$ 26.227	$ 26.752	$ 25.001	$ 25.687	$ 26.448	$ 26.601	$ 26.752	$ 27.287	$ 25.501	$ 26.201	$ 26.977	$ 27.133	$ 27.287
Power Operator -2nd class	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614
Production Process Operator	$ 26.228	$ 24.511	$ 25.183	$ 25.929	$ 26.079	$ 26.227	$ 26.752	$ 25.001	$ 25.687	$ 26.448	$ 26.601	$ 26.752	$ 27.287	$ 25.501	$ 26.201	$ 26.977	$ 27.133	$ 27.287
Production Process Optr-in-Training	$ 22.673	$ 20.842	$ 21.640	$ 22.159	$ 22.673		$ 23.126	$ 21.259	$ 22.073	$ 22.602	$ 23.126		$ 23.589	$ 21.684	$ 22.514	$ 23.054	$ 23.589	
Project Worker**	$ 27.095	$ 27.095					$ 27.637	$ 27.637					$ 28.189	$ 28.190				
Sheet Metal Mechanic - 1st Class	$ 26.234	$ 24.812	$ 25.495	$ 26.235			$ 26.759	$ 25.309	$ 26.005	$ 26.759			$ 27.294	$ 25.815	$ 26.525	$ 27.294		
Sheet Metal Mechanic - 2nd Class	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614
Sign Painter	$ 25.263	$ 23.955	$ 24.611	$ 25.263			$ 25.768	$ 24.434	$ 25.103	$ 25.769			$ 26.284	$ 24.923	$ 25.606	$ 26.284		
Stationary Engineer - Steam Plant	$ 26.226	$ 24.528	$ 25.301	$ 26.226			$ 26.750	$ 25.018	$ 25.807	$ 26.751			$ 27.285	$ 25.518	$ 26.323	$ 27.286		
Truck Driver	$ 22.849	$ 21.013	$ 21.818	$ 22.332	$ 22.849		$ 23.306	$ 21.433	$ 22.254	$ 22.779	$ 23.305		$ 23.772	$ 21.862	$ 22.699	$ 23.234	$ 23.772	
Taxi Driver	$ 21.634	$ 20.475	$ 21.634				$ 22.066	$ 20.885	$ 22.067				$ 22.508	$ 21.303	$ 22.508			
Taxi Driver B*	$ 15.606	$ 14.566	$ 15.606				$ 15.918	$ 14.857	$ 15.918				$ 16.236	$ 15.154	$ 16.236			
Uranium Material Handler	$ 26.228	$ 24.511	$ 25.183	$ 25.929	$ 26.079	$ 26.227	$ 26.752	$ 25.001	$ 25.687	$ 26.448	$ 26.601	$ 26.752	$ 27.287	$ 25.501	$ 26.201	$ 26.977	$ 27.133	$ 27.287
Uranium Material Hander-in-Training	$ 22.673	$ 20.842	$ 21.640	$ 22.159	$ 22.673		$ 23.126	$ 21.259	$ 22.073	$ 22.602	$ 23.126		$ 23.589	$ 21.684	$ 22.514	$ 23.054	$ 23.589	
Utilities Operator	$ 26.228	$ 24.511	$ 25.183	$ 25.929	$ 26.079	$ 26.227	$ 26.752	$ 25.001	$ 25.687	$ 26.448	$ 26.601	$ 26.752	$ 27.287	$ 25.501	$ 26.201	$ 26.977	$ 27.133	$ 27.287
Utilities Operator-in-Training	$ 22.673	$ 20.842	$ 21.640	$ 22.159	$ 22.673		$ 23.126	$ 21.259	$ 22.073	$ 22.602	$ 23.126		$ 23.589	$ 21.684	$ 22.514	$ 23.054	$ 23.589	
Utility Distribution Operator	$ 26.228	$ 24.511	$ 25.183	$ 25.929	$ 26.079	$ 26.227	$ 26.752	$ 25.001	$ 25.687	$ 26.448	$ 26.601	$ 26.752	$ 27.287	$ 25.501	$ 26.201	$ 26.977	$ 27.133	$ 27.287
Welder - 1st Class	$ 26.234	$ 24.812	$ 25.495	$ 26.235			$ 26.759	$ 25.309	$ 26.005	$ 26.759			$ 27.294	$ 25.815	$ 26.525	$ 27.294		
Welder - 2nd Class	$ 23.659	$ 22.259	$ 22.766	$ 23.034	$ 23.355	$ 23.658	$ 24.132	$ 22.705	$ 23.221	$ 23.495	$ 23.822	$ 24.132	$ 24.614	$ 23.159	$ 23.686	$ 23.965	$ 24.299	$ 24.614

* Employees hired after 2017 CBA ratification

** Project Worker base does not include 4%

Appendix B – FBP USW Shift Schedule Code Descriptions, Rev. 1

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)	6:48am-7:00pm	6.8-19.0 (12.2.hrs)	Monday-Thursday
C	12 Hour Nights w/Shift Overlap (Rotating)	6:48pm-7:00am	18.8-7.0 (12.2 hrs)	Monday-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
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	
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

APPENDIX C – Cost of Living Allowance (COLA), Rev. 2

New hires into D&D Bargaining Unit in the Janitor B, Laborer B, Taxi Driver B, Materials B, and Laundry Worker B wage rate categories will not be paid any COLA, should they remain in one of these categories during their first three (3) years in these wage categories, subject to the provisions of Article XI - Wages.

1) In addition to the wage increases **for all other positions (non-'B') within the D&D Bargaining Unit**, the Company will grant Cost of Living Allowances (COLA) as follows:

   The COLA, if any, will be determined in accordance with changes in the Consumer Price Index – United States City Average for Urban Wage Earners and Clerical Workers (CPI-W) (1967=100), as amended for the month of January 2004 and subsequent months, here-in-after referred to as the CPI-W.

Based on Three-Month Average CPI-W for:	Adjustment Date:
Jan., Feb, March 2016	5/2/16
April, May, June 2016	8/1/16
July, Aug., Sept. 2016	11/7/16
Oct., Nov., Dec. 2016	2/6/17
Jan., Feb, March 2017	5/1/17
April, May, June 2017	8/7/17
July, Aug., Sept. 2017	11/6/17
Oct., Nov., Dec. 2017	2/5/18
Jan., Feb, March 2018	5/7/18
April, May, June 2018	8/6/18
July, Aug., Sept. 2018	11/5/18
Oct., Nov., Dec. 2018	2/4/19

Based on Three-Month Average CPI-W for:	Adjustment Date:
Jan., Feb, March 2019	5/6/19
April, May, June 2019	8/5/19
July, Aug., Sept. 2019	11/4/19
Oct., Nov., Dec. 2019	2/3/20
Jan., Feb, March 2020	5/4/20
April, May, June 2020	8/3/20
July, Aug., Sept. 2020	11/2/20
Oct., Nov., Dec. 2020	2/1/21

The amount of the COLA payable on the effective dates of adjustments will be determined by comparing the three-month average CPI-W for the adjustment period to the Base. $.01 per hour for each full .3 of a point change that the three-month CPI-W for the adjustment period exceeds the Base will be added to any COLA payable as indicated above.

The COLA will be payable as a separate rate per hour for all hours for which employees receive pay from the Company and will be paid weekly.

2) In determining the three-month average of the CPI-W for a specified period the computed average shall be rounded to the nearest 0.1 Index Point.

3) In the even the Bureau of Labor Statistics does not issue the appropriate CPI-W on or before effective date of adjustment, the COLA required by such appropriate index shall be effective at the beginning of the first pay period after receipt of the index.

4) No adjustment, retroactive or otherwise, shall be made in pay or benefits as a result of any revision which later may be made in the published figures for the Index for any month on the basis of which the COLA calculation shall have been determined.

5) The COLA allowances are dependent upon the availability of the BLS CPI-W in its present form. In the event the Bureau of Labor Statistics changes the form or the basis of calculating the CPI-W, the Company and the Union agree to request the Bureau to make available for the life of this Contract a CPI-W in its present form.

In no event will a decline in the CPI-W be cause to reduce any Cost-of-Living Allowances that have been made prior to such decline.