



Memorandum of Agreement

Extension of Current D&D Collective Bargaining Agreement

between

Fluor-BWXT Portsmouth LLC (FBP)

and

United Steelworkers, AFL-CIO Local No. 689 (USW)

The current D&D collective bargaining agreement (CBA) between the parties noted above was scheduled to expire on March 28, 2021. Negotiations were initiated on February 23, 2021 and have continued, with an extension to October 28, 2021. Negotiations concluded on October 13, 2021. The USW accepted the Company's final offer on that date and now must take the accepted offer to a ratification vote by the membership.

Both parties agree that the current CBA will be extended one final time not to exceed November 4, 2021, to permit time for the USW to conduct a ratification vote.

Agreed upon this 26 day of October, 2021

For the Company

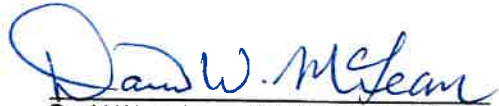


Ron Lee, FBP Sr. Director, Labor Relations

For the Union



Herman Potter, Union President USW Local 689



David W. McLean, USW International Union
District 1 Sub-District 5 Director



FBP-USW D&D Unit Negotiations

Final Offer

October 13, 2021 REV 1

Confirming all prior discussions between FBP (Company) and the USW, Local 689 (Union), the Company offers the following Final Offer for the extension of the current D&D Unit collective bargaining agreement with additional stipulations as listed. This offer addresses all remaining issues and confirms the Union's commitment to put this Final offer to a ratification vote, with a recommendation to ratify endorsement by the Union Committee to the Unit membership, on or before November 4, 2021.

This offer is summarized below and includes reference to all the tentatively agreed upon Articles by date and other specific conditions exclusive to this Final Offer and may change if not ratified.

1. The Company and the Union agree to the CBA Addendum, Rev.3 of October 13, 2021, in addition to the amended Articles as TA'd during the negotiations sessions.
2. The wages, as noted in Appendix A – Wage Schedule of the CBA Addendum Rev. 3, will be increased to 3.0% annually and be effective retroactive to March 29, 2021 through the end of the stated contract period March 31, 2023.
3. The Amended Articles agreed upon include:

• Article II – Recognition – Section 5	Dated: 3/29/2021
• Article VII – Seniority – Sections 2 and 3	Dated: 3/30/2021
• Article XIV - Health and Safety – Section 5	Dated: 8/12/2021
• Article XV- Job Descriptions	Dated: 9/16/2021
4. The Company agrees to recognize the 'Juneteenth' as a Federal Holiday, in accordance with President Biden's directive. Upon direction and guidance of the DOE, Article VIII – Hours of Work will be amended by adding Juneteenth to the listed holidays in subsection A and rename subsection A to Twelve Holidays.
5. The Company and the Union agree to continue to work together toward resolution regarding the "Reduction in Force" process. Upon agreement, the CBA shall be amended via MOA within 90 days of ratification.
6. FBP agrees to hold the following employees in Project P21-06 through the completion, cancellation or termination of Project P21-06:
 - ADAMS, JEFFERSON A (101025)
 - BOYD, TIMMY S (101095)
 - HINES, KEVIN S (101315)
 - HINTON, KYLE P (101316)
 - HORTON, THERESA L (101687)
 - MUSTARD, RICKY G (300163)
 - POTTER, HERMAN R (101494)
 - SHANKS, JAMES K (300149)
 - SHAW, DWIGHT A (300167)
 - TACKETT, CRYSTAL L (100820)
 - VALENTINE, CHARLES V (101642)
7. The USW agrees to resolve and withdraw Grievance FBP-GEN-0054-17 and any other grievances associated with Project P21-06 and preceding projects as part of the contract extension.



October 26, 2021
Fluor-BWXT Portsmouth, LLC

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

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

October 26, 2021
USW, Local 689

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

Herman Potter, President, Local 689
United Steelworkers International Union



FBP-USW D&D Unit Negotiations

Final Offer
October 13, 2021

Confirming all prior discussions between FBP (Company) and the USW, Local 689 (Union), the Company offers the following Final Offer for the extension of the current D&D Unit collective bargaining agreement with additional stipulations as listed. This offer addresses all remaining issues and confirms the Union's commitment to put this Final offer to a ratification vote, with a recommendation to ratify endorsement by the Union Committee to the Unit membership, on or before October 27, 2021.

This offer is summarized below and includes reference to all the tentatively agreed upon Articles by date and other specific conditions exclusive to this Final Offer and may change if not ratified.

1. The Company and the Union agree to the CBA Addendum, Rev.3 of October 13, 2021, in addition to the amended Articles as TA'd during the negotiations sessions.
2. The wages, as noted in Appendix A – Wage Schedule of the CBA Addendum Rev. 3, will be increased to 3.0% annually and be effective retroactive to March 29, 2021 through the end of the stated contract period March 31, 2023.
3. The Amended Articles agreed upon include:
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 - Article XV- Job Descriptions Dated: 9/16/2021
4. The Company agrees to recognize the 'Juneteenth' as a Federal Holiday, in accordance with President Biden's directive. Upon direction and guidance of the DOE, Article VIII – Hours of Work will be amended by adding Juneteenth to the listed holidays in subsection A and rename subsection A to Twelve Holidays.
5. The Company and the Union agree to continue to work together toward resolution regarding the "Reduction in Force" process. Upon agreement, the CBA shall be amended via MOA within 90 days of ratification.
6. FBP agrees to hold the following employees in Project P21-06 through the completion, cancellation or termination of Project P21-06:
 - ADAMS, JEFFERSON A (101025)
 - BOYD, TIMMY S (101095)
 - HINES, KEVIN S (101315)
 - HINTON, KYLE P (101316)
 - HORTON, THERESA L (101687)
 - MUSTARD, RICKY G (300163)
 - POTTER, HERMAN R (101494)
 - SHANKS, JAMES K (300149)
 - SHAW, DWIGHT A (300167)
 - TACKETT, CRYSTAL L (100820)
 - VALENTINE, CHARLES V (101642)
7. The USW agrees to resolve and withdraw Grievance FBP-GEN-0054-17 and any other grievances associated with Project P21-06 and preceding projects as part of the contract extension.



October 13, 2021
Fluor-BWXT Portsmouth, LLC

A handwritten signature in blue ink, appearing to read "Ron Lee, Sr.", written over a horizontal line.

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

October 13, 2021
USW, Local 689

A handwritten signature in blue ink, appearing to read "Herman Potter", written over a horizontal line.

Herman Potter, President, Local 689
~~United Steelworkers International Union~~

David W. McLean
USW Sub-District Director

2021 ADDENDUM TO THE 2017 USW CBA, Rev. 3

The following changes are proposed for incorporation into the 2021 Addendum to the currently 2017 D&D collective bargaining agreement pursuant to the extension of that agreement until March 28, 2023.

1. Amendment to APPENDIX C – Cost of Living Allowance (COLA)

The following addendum will be made to the table of Adjustment Dates for the COLA payments

<u>Based on Three-Month Average CPI-W for:</u>	<u>Adjustment Date:</u>
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
Jan., Feb, March 2021	5/3/21
April, May, June 2021	8/2/21
July, Aug., Sept. 2021	11/1/21
Oct., Nov., Dec. 2021	2/7/22
Jan., Feb, March 2022	5/2/22
April, May, June 2022	8/1/22
July, Aug., Sept. 2022	11/7/22
Oct., Nov., Dec. 2022	2/6/23

2. Amendment to ARTICLE XVIII – TERM OF CONTRACT

Section 1 – Effective Date

This Contract shall continue in effect from 12:01 AM March 29, 2021 until 11:59 pm, March 28, 2023.

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

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

To the Union:

USW
60 Blvd. of the Allies
Pittsburgh, PA 15222

And

2021 ADDENDUM TO THE 2017 USW CBA, Rev. 3

**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
Pikeston, Ohio 45661**

- 3. Amendment to Appendix A – Wage Schedule is reflected in the schedules for 2021 and 2022 on the following page.**

Agreed this date: / /2021

For the Company



For the Union



Appendix A - Wage Schedule
Pay scale effective 3/19/2021

Classifications	10/1/19 Rates reflect a 2% Increase				2011 Rates reflect a 3% Increase				2022 Rates reflect a 3% Increase									
	Maximum Rate	Starting Rate 2020	2020 13 Wks	2020 26 Wks	2020 39 Wks	2020 52 Wks	Maximum Rate	Starting Rate 2021	2021 13 Wks	2021 26 Wks	2021 39 Wks	2021 52 Wks	Maximum Rate	Starting Rate 2022	2022 13 Wks	2022 26 Wks	2022 39 Wks	2022 52 Wks
Asst. Boiler Operator	\$ 24,614	\$ 23,159	\$ 23,686	\$ 23,965	\$ 24,293	\$ 24,614	\$ 25,35	\$ 23,653	\$ 24,386	\$ 24,604	\$ 25,028	\$ 25,353	\$ 26,643	\$ 27,569	\$ 28,176	\$ 28,783	\$ 29,390	\$ 29,997
Boiler Operator	\$ 26,284	\$ 24,923	\$ 25,606	\$ 26,384	\$ 27,162	\$ 27,940	\$ 27,07	\$ 25,617	\$ 26,449	\$ 27,281	\$ 28,113	\$ 28,945	\$ 29,777	\$ 30,609	\$ 31,441	\$ 32,273	\$ 33,105	\$ 33,937
Boiler Operator / WHF	\$ 26,866	\$ 25,405	\$ 26,087	\$ 26,866	\$ 27,644	\$ 28,422	\$ 27,55	\$ 26,102	\$ 26,934	\$ 27,766	\$ 28,598	\$ 29,430	\$ 30,262	\$ 31,094	\$ 31,926	\$ 32,758	\$ 33,590	\$ 34,422
Chemical Operator	\$ 27,287	\$ 25,601	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Chemical Operator in Training	\$ 23,589	\$ 21,684	\$ 22,514	\$ 23,054	\$ 23,589	\$ 24,124	\$ 23,25	\$ 21,715	\$ 22,545	\$ 23,375	\$ 24,205	\$ 25,035	\$ 25,865	\$ 26,695	\$ 27,525	\$ 28,355	\$ 29,185	\$ 30,015
Coal Handling Machine Operator	\$ 28,190	\$ 26,639	\$ 27,383	\$ 28,127	\$ 28,871	\$ 29,615	\$ 28,74	\$ 27,287	\$ 28,117	\$ 28,947	\$ 29,777	\$ 30,607	\$ 31,437	\$ 32,267	\$ 33,097	\$ 33,927	\$ 34,757	\$ 35,587
D & O I	\$ 27,975	\$ 25,501	\$ 26,201	\$ 27,077	\$ 27,953	\$ 28,829	\$ 27,95	\$ 26,502	\$ 27,332	\$ 28,162	\$ 29,038	\$ 29,914	\$ 30,790	\$ 31,666	\$ 32,542	\$ 33,418	\$ 34,294	\$ 35,170
Electrician 1st Class	\$ 27,975	\$ 25,501	\$ 26,201	\$ 27,077	\$ 27,953	\$ 28,829	\$ 27,95	\$ 26,502	\$ 27,332	\$ 28,162	\$ 29,038	\$ 29,914	\$ 30,790	\$ 31,666	\$ 32,542	\$ 33,418	\$ 34,294	\$ 35,170
Electrician 2nd Class	\$ 24,614	\$ 23,159	\$ 23,686	\$ 23,965	\$ 24,293	\$ 24,614	\$ 25,35	\$ 23,653	\$ 24,386	\$ 24,604	\$ 25,028	\$ 25,353	\$ 26,643	\$ 27,569	\$ 28,176	\$ 28,783	\$ 29,390	\$ 29,997
Electrician Mechanic - 1st Class	\$ 27,484	\$ 26,015	\$ 26,728	\$ 27,441	\$ 28,154	\$ 28,867	\$ 27,99	\$ 26,532	\$ 27,362	\$ 28,192	\$ 29,022	\$ 29,852	\$ 30,682	\$ 31,512	\$ 32,342	\$ 33,172	\$ 34,002	\$ 34,832
Electrician Mechanic - 2nd Class	\$ 24,980	\$ 23,416	\$ 23,934	\$ 24,452	\$ 24,970	\$ 25,488	\$ 24,61	\$ 23,147	\$ 23,977	\$ 24,807	\$ 25,637	\$ 26,467	\$ 27,297	\$ 28,127	\$ 28,957	\$ 29,787	\$ 30,617	\$ 31,447
For Protection EHT/Powerline	\$ 25,923	\$ 24,541	\$ 25,156	\$ 25,923	\$ 26,738	\$ 27,553	\$ 26,67	\$ 25,210	\$ 26,040	\$ 26,870	\$ 27,700	\$ 28,530	\$ 29,360	\$ 30,190	\$ 31,020	\$ 31,850	\$ 32,680	\$ 33,510
HVAC Mechanic	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,49	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497	\$ 27,497
Instrument Mechanic - 1st Class	\$ 28,140	\$ 26,664	\$ 27,382	\$ 28,100	\$ 28,820	\$ 29,540	\$ 28,66	\$ 27,202	\$ 28,032	\$ 28,862	\$ 29,692	\$ 30,522	\$ 31,352	\$ 32,182	\$ 33,012	\$ 33,842	\$ 34,672	\$ 35,502
Instrument Mechanic - 2nd Class	\$ 24,980	\$ 23,416	\$ 23,934	\$ 24,452	\$ 24,970	\$ 25,488	\$ 24,61	\$ 23,147	\$ 23,977	\$ 24,807	\$ 25,637	\$ 26,467	\$ 27,297	\$ 28,127	\$ 28,957	\$ 29,787	\$ 30,617	\$ 31,447
Janitor	\$ 16,236	\$ 15,154	\$ 16,236	\$ 17,318	\$ 18,400	\$ 19,482	\$ 18,60	\$ 17,142	\$ 18,224	\$ 19,306	\$ 20,388	\$ 21,470	\$ 22,552	\$ 23,634	\$ 24,716	\$ 25,798	\$ 26,880	\$ 27,962
Laundry B*	\$ 22,066	\$ 20,908	\$ 21,866	\$ 22,824	\$ 23,782	\$ 24,740	\$ 23,86	\$ 22,402	\$ 23,262	\$ 24,122	\$ 24,982	\$ 25,842	\$ 26,702	\$ 27,562	\$ 28,422	\$ 29,282	\$ 30,142	\$ 31,002
Laundry Worker	\$ 16,236	\$ 15,154	\$ 16,236	\$ 17,318	\$ 18,400	\$ 19,482	\$ 18,60	\$ 17,142	\$ 18,224	\$ 19,306	\$ 20,388	\$ 21,470	\$ 22,552	\$ 23,634	\$ 24,716	\$ 25,798	\$ 26,880	\$ 27,962
Laundry Worker B*	\$ 16,236	\$ 15,154	\$ 16,236	\$ 17,318	\$ 18,400	\$ 19,482	\$ 18,60	\$ 17,142	\$ 18,224	\$ 19,306	\$ 20,388	\$ 21,470	\$ 22,552	\$ 23,634	\$ 24,716	\$ 25,798	\$ 26,880	\$ 27,962
Leadworker (Leadoff)	\$ 27,294	\$ 25,815	\$ 26,528	\$ 27,294	\$ 28,058	\$ 28,822	\$ 27,94	\$ 26,482	\$ 27,312	\$ 28,142	\$ 28,972	\$ 29,802	\$ 30,632	\$ 31,462	\$ 32,292	\$ 33,122	\$ 33,952	\$ 34,782
Mechanic 1st Class	\$ 24,614	\$ 23,159	\$ 23,686	\$ 23,965	\$ 24,293	\$ 24,614	\$ 25,35	\$ 23,653	\$ 24,386	\$ 24,604	\$ 25,028	\$ 25,353	\$ 26,643	\$ 27,569	\$ 28,176	\$ 28,783	\$ 29,390	\$ 29,997
Mechanic 2nd Class	\$ 27,975	\$ 25,405	\$ 26,087	\$ 26,866	\$ 27,644	\$ 28,422	\$ 27,55	\$ 26,102	\$ 26,934	\$ 27,766	\$ 28,598	\$ 29,430	\$ 30,262	\$ 31,094	\$ 31,926	\$ 32,758	\$ 33,590	\$ 34,422
Mechanic 3rd Class	\$ 24,614	\$ 23,159	\$ 23,686	\$ 23,965	\$ 24,293	\$ 24,614	\$ 25,35	\$ 23,653	\$ 24,386	\$ 24,604	\$ 25,028	\$ 25,353	\$ 26,643	\$ 27,569	\$ 28,176	\$ 28,783	\$ 29,390	\$ 29,997
Mechanics	\$ 18,401	\$ 17,319	\$ 18,401	\$ 19,483	\$ 20,565	\$ 21,647	\$ 20,76	\$ 19,308	\$ 20,390	\$ 21,472	\$ 22,554	\$ 23,636	\$ 24,718	\$ 25,800	\$ 26,882	\$ 27,964	\$ 29,046	\$ 30,128
Metal Equipment Mechanic	\$ 26,866	\$ 25,405	\$ 26,087	\$ 26,866	\$ 27,644	\$ 28,422	\$ 27,55	\$ 26,102	\$ 26,934	\$ 27,766	\$ 28,598	\$ 29,430	\$ 30,262	\$ 31,094	\$ 31,926	\$ 32,758	\$ 33,590	\$ 34,422
Painter 1st Class	\$ 23,686	\$ 22,376	\$ 23,159	\$ 23,942	\$ 24,725	\$ 25,508	\$ 24,62	\$ 23,164	\$ 23,947	\$ 24,730	\$ 25,513	\$ 26,296	\$ 27,079	\$ 27,862	\$ 28,645	\$ 29,428	\$ 30,211	\$ 30,994
Painter 2nd Class	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Power Operator 1st Class	\$ 24,614	\$ 23,159	\$ 23,686	\$ 23,965	\$ 24,293	\$ 24,614	\$ 25,35	\$ 23,653	\$ 24,386	\$ 24,604	\$ 25,028	\$ 25,353	\$ 26,643	\$ 27,569	\$ 28,176	\$ 28,783	\$ 29,390	\$ 29,997
Power Operator 2nd Class	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Production Process Operator	\$ 23,589	\$ 21,684	\$ 22,514	\$ 23,054	\$ 23,589	\$ 24,124	\$ 23,25	\$ 21,715	\$ 22,545	\$ 23,375	\$ 24,205	\$ 25,035	\$ 25,865	\$ 26,695	\$ 27,525	\$ 28,355	\$ 29,185	\$ 30,015
Production Process Operator in Training	\$ 28,189	\$ 26,180	\$ 27,209	\$ 28,229	\$ 29,249	\$ 30,269	\$ 29,38	\$ 27,930	\$ 28,760	\$ 29,590	\$ 30,420	\$ 31,250	\$ 32,080	\$ 32,910	\$ 33,740	\$ 34,570	\$ 35,400	\$ 36,230
Process Worker***	\$ 27,294	\$ 25,815	\$ 26,528	\$ 27,294	\$ 28,058	\$ 28,822	\$ 27,94	\$ 26,482	\$ 27,312	\$ 28,142	\$ 28,972	\$ 29,802	\$ 30,632	\$ 31,462	\$ 32,292	\$ 33,122	\$ 33,952	\$ 34,782
Steel Metal Mechanic - 1st Class	\$ 24,614	\$ 23,159	\$ 23,686	\$ 23,965	\$ 24,293	\$ 24,614	\$ 25,35	\$ 23,653	\$ 24,386	\$ 24,604	\$ 25,028	\$ 25,353	\$ 26,643	\$ 27,569	\$ 28,176	\$ 28,783	\$ 29,390	\$ 29,997
Steel Metal Mechanic - 2nd Class	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Structural Engineer - Steam Plant	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver	\$ 23,772	\$ 21,862	\$ 22,692	\$ 23,522	\$ 24,352	\$ 25,182	\$ 24,30	\$ 22,842	\$ 23,672	\$ 24,502	\$ 25,332	\$ 26,162	\$ 26,992	\$ 27,822	\$ 28,652	\$ 29,482	\$ 30,312	\$ 31,142
Truck Driver	\$ 26,236	\$ 24,303	\$ 25,133	\$ 25,963	\$ 26,793	\$ 27,623	\$ 26,74	\$ 25,284	\$ 26,114	\$ 26,944	\$ 27,774	\$ 28,604	\$ 29,434	\$ 30,264	\$ 31,094	\$ 31,924	\$ 32,754	\$ 33,584
Truck Driver B*	\$ 16,236	\$ 15,154	\$ 16,236	\$ 17,318	\$ 18,400	\$ 19,482	\$ 18,60	\$ 17,142	\$ 18,224	\$ 19,306	\$ 20,388	\$ 21,470	\$ 22,552	\$ 23,634	\$ 24,716	\$ 25,798	\$ 26,880	\$ 27,962
Truck Driver B*	\$ 23,589	\$ 21,684	\$ 22,514	\$ 23,054	\$ 23,589	\$ 24,124	\$ 23,25	\$ 21,715	\$ 22,545	\$ 23,375	\$ 24,205	\$ 25,035	\$ 25,865	\$ 26,695	\$ 27,525	\$ 28,355	\$ 29,185	\$ 30,015
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698	\$ 29,530	\$ 30,362	\$ 31,194	\$ 32,026	\$ 32,858	\$ 33,690	\$ 34,522
Truck Driver B*	\$ 27,287	\$ 25,501	\$ 26,201	\$ 26,977	\$ 27,753	\$ 28,529	\$ 27,65	\$ 26,202	\$ 27,034	\$ 27,866	\$ 28,698							



FBP-USW NEGOTIATIONS – HOURLY D&D UNIT
TENTATIVE AGREEMENT

DATE: September 16, 2021

ARTICLE: **ARTICLE XV – JOB DESCRIPTIONS, Rev. 5**

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 – Job Descriptions and Essential Functions

A. 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 evaluation 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.

B. Essential Functions

In addition to the job descriptions, the FBP Occupational Safety staff will coordinate with the designated USW Health and Safety Representative Lead and Local 689 Union President or designee from list of Union representatives officers per recognized in this Agreement, to review the job-specific Fitness for Duty Evaluation input "Job Content Worksheet/Essential Functions" forms to confirm they 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 review.



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. Employees bidding or assigned to the Project Worker classification will continue to accrue core classification seniority while a Project Worker. The consolidation of job functions and/or work jurisdictions will be outlined in the Project bids, as well as minimum numbers of task-trained assignments, if required.

A. Filling Positions

Filling Project positions for Project Workers may follow one or more routes to assure the needs of the Project staffing are met. These include Project Bids, Excesses in Core Classifications, Excesses in other Projects, and Direct Hiring into the Project from outside sources. One or more of these options may be required in order to meet the needs of one or more Projects. Pursuit of each option will be at the discretion of the Company. The Company retains its right to determine the number and core classification(s) qualifications of Project Workers needed and the duration of the project. To maintain Continuity of Operations within core classifications, the Company retains the right to limit the number of classifications and/or employees, by seniority, within a classification from being awarded a Project. Project re-bids are also possible and subject to the provisions of paragraph 5 in this sub-section.

When an employee is awarded or assigned a position as a Project Worker, their hourly rate will be changed at date of reporting to new assignment (non-bidders will not receive the 4% premium), for administrative purposes only, for the duration of the Project. An employee who has been awarded or assigned a Project Worker position shall be transferred as soon as possible, but no later than ninety (90) days after the 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. ~~their seniority in their core classification will not be affected.~~ Project durations shall be specified in the respective bid postings with listed possible extensions in up to six (6) month increments.

Project Workers who have signed bids 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; however, Project Workers in that **Project** 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. The Company may fill the white bid on a temporary basis until the Project Worker is transferred.

Within 30 days of the ratification of this Agreement, a one-time canvass shall be conducted for each Project Worker to choose whether: a) they will remain "locked in"



FBP-USW NEGOTIATIONS – HOURLY D&D UNIT
TENTATIVE AGREEMENT

to their current Project without bidding rights (other than provided by this Article) and retain the 4% premium pay; or b) they will retain bidding rights but not receive the 4% premium. Thereafter, the Project Worker's bidding rights and premium pay applicability will be in accordance with this Article.

1. Project Bid Awards

Management may decide to fill openings in Projects with a Project bid. This process may be used for the creation of new Projects and may be used to fill vacancies or add positions to existing Projects. Other than filling a vacancy, the Company will notify USW representatives of upcoming project work and hold discussions with the representatives regarding the project work scope. 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.

Project Worker positions shall be awarded to employees (a) Who have the most site-wide seniority, (b) Who are qualified – per the requirements of the purple bid, and (c) Who have signed the bid sheets. Movement to positions awarded resulting from bidding may extend up to 90 days so as not to unduly affect Project or core group schedules. Employees awaiting movement to positions awarded resulting from bidding will retain bidding rights until the date of reporting.

2. Excess from Core Classifications - Assignments

Management may declare a specific need and excess from a core classification group. 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. Employees assigned in this manner will continue to accrue classification seniority in their core classification. However, employees assigned by this excess process will receive the Project Worker base pay rate but not the 4% premium pay unless they sign the bid sheet. Employees assigned by this excess process but who do not sign the bid sheet may bid on other positions for which they are qualified. Movement to positions awarded resulting from such bidding may extend up to 90 days so as not to unduly affect Project schedules. Employees awaiting movement to positions awarded resulting from bidding will retain bidding rights until the date of reporting. Vacancies created by employees who bid out of the Project may be filled by any of the options identified in this Sub-Section A.

3. Excess in Projects

FBP-USW NEGOTIATIONS – HOURLY D&D UNIT
TENTATIVE AGREEMENT

a. Management may declare a need in one Project and an excess in another Project. Once Management has determined its intent to declare an excess in a Project and an offsetting need in another Project, the following process will take effect:

1) The Project workers in the established excess Project will be canvassed by site-wide seniority to determine if there are any volunteers to move from the excess Project to the Project in need.

2) Should needs still exist after Step A, all employees in the established excess Project will be listed in site-wide seniority order and the number of needed employees with the least amount of site-wide seniority will be offered the following options:

a) Accept the excess assignment to the Project in need and the process ends or;

b) Move to an available open position within their core classification, if any, or;

c) Test their classification seniority in their core:

1) Return to their core classification, if populated, and exercise their classification seniority rights to bump a junior employee, or a volunteer in that classification, to the established project in need.

2) If their core classification is non-populated, then the employee will be excessed to the Project in need. Employees assigned by this excess process will receive the Project Worker base pay rate but not the 4% premium pay unless they sign the bid sheet. These employees may sign the Project bid sheet at any time during the Project duration. Employees assigned by this excess process but who do not sign the bid sheet may bid on other positions for which they are qualified.

b. In the event of a declared excess or surplus within a Project Worker group, without a corresponding need in another Project, the appropriate employees, based upon site-wide seniority will be returned to their core classification. In the event of a reduction in force, reductions will be pursuant to Article VIII, Section 4 of this collective bargaining agreement.

4. Hiring Directly to Projects

Management may decide 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. The newly hired employee must sign the respective Project Worker bid sheet prior

FBP-USW NEGOTIATIONS – HOURLY D&D UNIT
TENTATIVE AGREEMENT

to assignment to the Project to receive Project Worker pay plus the 4% premium. If the newly hired employee does not sign the respective Project Worker bid sheet prior to assignment to the Project, he/she will not receive the 4% premium, but will retain bidding rights.

5. Project Re-bids

The Company maintains the right to re-bid any Project should it deem modifications are necessary. All employees who are assigned as Project Workers under the original Project, whether via bid or assignment, shall continue to work under the scope of the original Project until the revised Project has progressed through the re-bid process.

During the re-bid process, employees who were assigned as Project Workers under the original Project, whether through bid or assignment, shall have the opportunity to sign the re-bid or return to their respective core classifications, if populated, after the new Project has been awarded. Employees who hold an unpopulated core classification, and do not sign the Project re-bid, shall be assigned to any available open position for which management has deemed a need and the employee is qualified. If there is more than one open position for which the employee is qualified, the Company will canvass the affected employee(s) by site-wide seniority, who shall select their job position by seniority. Such assigned employee shall upon assignment assume the new classification rate of pay and begin earning classification seniority.

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. Project Worker Tasks

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. ~~Some Projects may have a minimum number of such task assignments for which Project Workers in that Project must be qualified to perform in order to be deemed qualified for the Project.~~ 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:

FBP-USW NEGOTIATIONS – HOURLY D&D UNIT
TENTATIVE AGREEMENT

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 who have signed the bid sheet 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. Project Workers assigned to the Project who do not sign the Project bid sheet, as discussed in paragraph A of this Section, will receive Project Worker base pay plus COLA, but no 4% premium.

F. Filling of Overtime or Temporary Needs

Temporary assignments (or overtime assignments, if utilized) may be made to the Project Worker groups from core classifications, to meet Project requirements and schedules.

However, the employee(s) performing in this capacity will be eligible for the 4% increase in core classification base pay while assigned to the Project Worker position, but not eligible for an increase in classification base pay to that of a Project Worker. They will be required to remain in the Project Worker position for the duration of the assignment/overtime. In addition, the employee will be utilized in performing work only in the classification they currently hold. Temporary assignment provisions of Article X Section 7(f) shall apply for these cases, should the assignment extend for more than 30 cumulative days in a calendar year.

If a Project Worker performs work outside their own Project scope but within the duties of the employee's 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 should the assignment exceed 30 cumulative days in any calendar year per Article X, Section 7F.

G. Reductions-in-Force

In the event of a major work force reduction in force or layoff, reductions will be pursuant to Article VIII, Section 4 of this Agreement.

TENTATIVELY AGREED TO ON 9/16/2021

FOR THE COMPANY: 

FOR THE UNION: 



FBP-USW NEGOTIATIONS – HOURLY D&D UNIT
TENTATIVE AGREEMENT

Company Final Counter to USW Proposal 9/27/2021

The following language is contingent upon mutual agreement between the Company and Union for Article XV- Job Descriptions.


Article XV Job Descriptions Section 3- Project Worker

H. Overtime within a Project

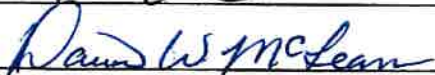
1. Management shall establish and maintain groups within the project. Each group shall have its own respective overtime list.
2. Any employee who refuses training and/or qualifications shall be bypassed and charged from overtime opportunities, which requires that specific training and/or qualifications.
3. A backup overtime group shall be established and maintained upon initial award. The joint Company-Union overtime committee (made up of two (2) Company and (2) union representatives) shall establish such backup overtime group(s).
4. Upon initial award of a new project, an informal realignment shall be conducted by site-wide seniority. The Company maintains flexibility to assign employees to perform work in any group within the project scope.

TENTATIVELY AGREED TO

FOR THE COMPANY:



FOR THE UNION:



ARTICLE II – RECOGNITION

Section 5 – Potential Merger of Professional & Technical Unit

Before or during the parties' negotiations for a successor CBA for the unit of professional and technical employees at FBP ("the P&T unit"), for which the current contract is to expire on August 21, 2022, the parties agree to discuss the option of combining both the D&D and P&T units within a single collective bargaining agreement.

~~During the renegotiation of this Agreement in 2021, the parties discussed the potential for combining the D&D and P&T Units was discussed, but no agreement was reached.~~

Rebecca
3/29/21

DM
3/29/21

ARTICLE VIII – SENIORITY

* * *

Section 2 – Company Service Credit

* * *

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

The Company will notify the Union in a timely manner when any bargaining unit employee goes on a leave of absence for any reason.

* * *

Section 3 – Probationary Period

~~Each~~ All new employees shall be considered a probationary employee for the first 180 ~~120~~ calendar days. The employee's name will be placed on the seniority list upon hiring and at the end of the at probationary period, if he/she is retained, the employee's name will be placed on the Seniority List and 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. In order to permit the Union to conduct orientation for new bargaining unit members, the Company will notify the Union President and Union office manager in a timely manner of all new hires into bargaining unit positions, including the employees name, job position and contact information.

* * *

The Union proposes to move the following from item 7 in Section 5, Filling Vacancies/Bidding Process (White Bid), to become item I in Section 1, Definitions, and to revise it as follows:

~~7. 7. I.~~ 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. The Company will provide an updated seniority list at the end of every calendar quarter, reflecting

Alca 3/30/21

DM 3/30/21

any changes since the previous list; the Union will notify the Company of any errors or discrepancies in a timely manner and the parties will work together to resolve the error or discrepancy.

The Company will notify the Union's President, ~~Unit President~~ and Union office manager in a timely manner of any change in any employees' status that would affect their placement on the seniority list, including:

- Movement to a new classification
- Promotion to a position with the bargaining unit
- Promotion to a position outside the bargaining unit
- Termination of employment through resignation, discharge or retirement.

ARTICLE XIV – HEALTH AND SAFETY

* * *

Section 5 - USW Health and Safety Representatives

* * *

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 "0" Shift Safety Representative will be elected to a three (3) year term. The remaining six (6) Safety Representatives shall be appointed. These latter~~ All seven appointed Safety Representatives shall be appointed by the Union President and shall also serve to a three-(3)-year terms. 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.~~

* * *

G. ~~If problems arise with a worker's performance 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 that resolution involves the removal of the worker from the Safety Representative position if a worker leaves the Safety Representative position under these circumstances, they will not longer be eligible to fill this position in the future. However, if a worker voluntarily resigns from a Safety Representative position, and in the absence of any stated concerns about the worker's performance, they will remain eligible to fill this position in the future.~~

TENTATIVELY AGREED TO

FOR THE COMPANY:

FOR THE UNION:



