

# Collective Bargaining Agreement

WGS Nuclear Services, LLC (WGS) and United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International, AFL-CIO (herein after referred to as the “Union”) on behalf of United Steelworkers Local 689.

**EFFECTIVE JANUARY 23, 2021 TO DECEMBER 31, 2024**

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**Article 1**  
**Scope and Term of Contact**

This contract shall constitute the complete agreement between WGS Nuclear Services, LLC (hereinafter referred to as the “Company” or “WGS”) and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, AFL-CIO (hereinafter referred to as the ‘Union’) on behalf of USW Local 689 and collectively referred to as the ‘Parties’ hereto with reference to wages, hours, working conditions, and conditions of employment. Any additions, waivers, deletions, changes, amendments, memoranda 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 Union, and may also be subject to ratification by the membership of the Union who are employed or who are on the recall lists of the Company. All other written or verbal understandings between the parties not incorporated herein by reference at the effective date of this Contract are hereby terminated. This Contract thus contains the entire understanding, undertaking, and agreement of the parties hereto. Any application, interpretation or alleged violations of this Contract or of amendments thereto can be a proper subject for the grievance procedure. The terms and conditions of this contract apply to the work of the Jr. and Sr. RCTs employed by WGS under Contract # PO-0030128. It is expressly understood that these conditions will not apply to any other work performed by WGS on the Portsmouth site.

This Contract was developed by the Parties to support and accomplish the work of this project, and is effective from January 23, 2023 through December 31, 2024. This Agreement shall be terminable by the Employer prior to the expiration dates specified therein in the event that WGS shall cease operations at the Portsmouth/Piketon sites under contract number PO-0030128. Such termination shall be effective immediately upon the giving of written notice thereof.

The work scope shall be assigned and applied to the USW represented workforce without regards to the applicability of any labor standards (prevailing wage) determinations (e.g., Davis Bacon Act, Service Contract Act or Section 1804 of the Energy Policy Act of 1992), and no work shall be excluded from this scope based exclusively on a prevailing wage determination.

The Contract shall cover all functions and tasks normally and historically performed by the bargaining unit, as well as a true joint effort to acquire future work. Any work that is normally and historically performed by the bargaining unit, which cannot be performed in a safe, cost effective and in an efficient manner, may be considered for sub-contracting. However, it is the intent of the parties to retain as much work as possible for the bargaining unit. Any such contemplated sub-contracting of work normally and historically performed by the bargaining unit will be discussed accordingly in advance of such subcontract pursuant to procedures and agreements established regarding the sub-contracting of work.

In the event that any of the provisions of this Contract are found to be in conflict with any valid Federal or State law, or DOE or NRC regulation, now existing or hereinafter enacted, it is agreed that such law shall supersede the conflicting provisions without in any way affecting the remainder of these provisions.

## **Article 2**

### **Recognition**

#### **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, excluding salaried exempt and non-exempt 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.

#### **Definition of Incumbent Employee and Employee**

The term "incumbent employee" as used herein shall mean a person hired by BHI who was an employee of Advanced Technologies and Laboratories International, Inc. ("ATL"), the prior contractor, who transitioned to BHI on June 10, 2019 with no interruption of service, and who is now represented by the Union.

The term "employee" as used herein shall mean any person hired by the company, working in a bargaining unit position, and represented by the Union.

#### **Contract Distribution**

As a means of informing all employees as to their rights, privileges, and obligations under this Contract, the Company agrees to print and provide each employee with a copy or to provide each employee with an electronic copy of the contract via email.

#### **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 on account of Union membership or Union activity. The Union agrees neither to solicit for membership nor to collect Union funds on Company time.

## **Article 3**

### **Union Security and Deduction of Dues**

#### **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 sixty (60) 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.

### **Delinquency of Dues**

The employee 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 not tendered within one (1) calendar week after receipt of this notification from the Company, failure to do so could result in discharge from employment.

### **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 Assignment and Authorization form authorizing the company to make such deductions and payments to the Union. Those employed upon the execution of the Contract are exempt from paying "initiation" fees. 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 amounts designated by the International Union Secretary-Treasurer shall be provided by the Union in writing to the Company. The Company shall within ten (10) days remit any and all amounts so deducted to the International Union Secretary-Treasurer with a completed summary on USW Form R-115 or its equivalent. The USW Form R-115 or its equivalent shall be provided to the Company by the Union.

### **Authorization of Deduction**

An Authorization and Assignment form shall be irrevocable for a period of one 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.

### **Make-Up Dues**

Upon receipt, from the Treasurer of the Local 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 pay period or in subsequent pay periods as the money becomes available, and forward to the International Union Secretary-Treasurer.

### **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 second payday of the month unless they have worked or received paychecks equivalent to five (5) workdays or more in that month.

### **Indemnity Clause**

The Union shall indemnify and save the employer harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken by the employer in making payroll deductions of union membership dues and/or initiation fees as described in this Collective Bargaining Agreement.

### **Voluntary Check-off**

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 account of amounts deducted from wages as provided in this Article.

## **Article 4** **Management Clause**

The management of the business and the authority to execute the various functions and responsibilities incident thereto are vested in the Company. The direction of the workforce, the establishment of plant policies, the determination of the processes and means of manufacture, the personnel required to perform such processes, 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. Any changes to WGS policies will be discussed with the Union prior to implementation.

## **Article 5** **Continuity of Operation**

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 6** **Seniority**

Bargaining Unit Seniority is defined as length of continuous service in the USW-represented bargaining unit as a Junior, Senior or Lead RCT employee at the Portsmouth Gaseous Diffusion Plant. Bargaining Unit seniority will be calculated from the date the individual began work in the bargaining unit, until that person loses seniority as provided in this Article. Employees who entered the bargaining unit on the same date due to the certification or recognition of the Union as the employees' representative shall have their bargaining unit seniority determined by the employee's original hire date as an RCT at the Portsmouth Gaseous Diffusion Plant, with the earliest-hired being first on the seniority list.

In the event that two or more employees have the same start date, the last four (4) digits of their Social Security Number shall be used to determine placement on the seniority list. Those whose last four digits are the lower will be placed first on the seniority list. Therefore, a person with the last four digits of their Social Security Number being 0001 has greater seniority than a person hired on the same day with 0002 as the last four digits of their Social Security Number.

The bargaining unit job classifications are listed below, and the Work Groups will be as determined by management. **WGS** will recognize the continuous service date for SCA service credit as the original hire date of the employee's continuous service as an RCT without interruption of service at the Piketon site. Employees' continuous service date for purposes of vacation accrual is addressed in Article 11.

### **Classifications:**

Junior RCT  
Senior RCT  
Lead RCT

If management determines the need to increase the number of Work Groups, it will post the openings in the new Work Group in accord with all provisions of this Contract. If management determines the need to reduce the number of work groups, the employees from the group to be reduced will be reduced in accord with all Reduction in Force and/or Excess and Need provisions of this Contract. In either event, Management will inform the Union of its plan prior to the event.

**Probationary Employee** – A new employee shall be considered a probationary employee and shall have no seniority rights for the first thirty (30) calendar days of employment. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company for the first ninety (90) calendar days of employment.

**Task Qualified Assignment** – Management may assign a Bargaining Unit Employee who is task qualified to a specific assignment within the classification. Management will communicate the specific assignment and duration to the appropriate Steward.

**Reduction in Force** – When a reduction in force is to be made in a classification or work group, the employee having the least amount of bargaining unit seniority within that Classification or Work Group shall be the first to be reduced. If reduced from a Work Group, the reduced employee will test their seniority within the remaining Work Groups in the Classification and displace the employee with the least seniority. When the employee who is least senior in the classification is determined, that individual will be laid off.

**Layoff List** - In the event of a layoff, the Human Resources Organization shall mail a list of the names of the employees laid off to the Union.

**Voluntary Layoff Application Process** - Written application must be made to WGS requesting a voluntary layoff. This application must be presented during the two weeks following the date of announcement of the reduction in force.

The number of employees permitted to accept a voluntary layoff from any classification shall be determined at the discretion of the company and employees so notified by management.

**Loss of Seniority** - An employee shall lose Bargaining Unit when they are discharged, are released, resign, retire, decline a recall offer, do not respond to the Company's recall offer within 10 days of delivery, or attempted delivery, of the notice sent to the address of record for that individual (it is clearly the individual's responsibility to maintain current contact information with WGS), or have been on the layoff list for a period of time equal to the amount of continuous service the individual had at the time of layoff but not to exceed five (5) years.

If an individual is returned to work after a loss of seniority has occurred, they will be considered a new employee and their bargaining unit seniority date shall be the date of the most recent hire.

**Laid Off , Continuous Service Credit** - Individuals who have been laid off, other than those who accept a voluntary layoff, will continue to accumulate continuous service for a period of time equal to their continuous service at the time of their lay off, but not to exceed two (2) years for any single period of lay off.

**Recall** - An individual shall be considered to have been notified of a recall opportunity when the offer of recall letter has been sent to the individual's address of record by certified return receipt mail. The individual to be recalled must contact WGS, as indicated on the recall offer, within 10 calendar days of the date of the notice. If the recall offer is accepted, WGS will determine the time and date the individual is to report to work.

Copies of recall offers will be forwarded to the Union.

**Medical Exception** - An individual who is unable to report to work at the time of recall due to a verifiable medical reason will be bypassed until the next recall opportunity, up to the point that a loss of seniority occurs as defined above.

Recall shall be by seniority with the most senior individual in the Classification offered a recall opportunity first. Upon recall, the individual must re-acquire a Department of Energy Security Clearance pursuant to the applicable ACO policy.

**Leave of Absence** - When an employee is on a leave of absence granted by the Company, their service shall be considered as continuous without any loss of seniority if the absence does not exceed one year. Employees are required to return to work on the date designated. Failure to return to work on the designated date will result in disciplinary action. If an employee does not return to work by the fourth scheduled workday following the expiration of an approved leave of absence, he or she shall be considered to have resigned voluntarily.

### **Types of Leaves:**

**Occupational Disability**

**Non-Occupational Disability**

**Union Official** – see Article 8 for clarification.

**FMLA** - eligibility and time limits are governed by the Act.

**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.

### **Permanent Vacancies**

When the Company has determined a permanent vacancy exists in a classification, qualified employees on recall to that classification shall be recalled in order of seniority.

If management determines the need to fill the vacancy still exists, a form detailing the classification and work group shall be posted electronically on the company website and sent out to all employees by email.

Permanent vacancies shall be awarded to the qualified employee with the most bargaining unit seniority.

Thereafter, if management determines the opening still exists, a form detailing the classification and work group shall be posted on the company website and sent out to all employees by email. Employees within the bargaining unit and then applicants from outside the bargaining unit may apply for this opening. Management will award the position to the most qualified applicant. In the event two or more bargaining unit employees who are qualified apply, the most senior will be awarded the position. If a subsequent opening is created as a result of this process, management will determine the means to fill that opening.

Those people who wish to cancel their application must do so in writing prior to filling of the vacancy.

### **Excess and Need within a Classification**

When the Company determines that there is a need to increase the number of employees in a work Group and decrease the number of employees in another Work Group within the same classification, the Company shall notify the Classification Work Groups involved so that employees from the group with the excess may sign up to be moved to the Work Group in need. The employee(s) signed up with the most Seniority shall be moved to the Work Group in need.

In the event the need still exists after the sign-up list has been exhausted, the employee(s) with the least Seniority in the Work Group with the excess shall be moved to the Work Group in need.

## **Article 7** **Wage and Benefits**

### **(A) Wages**

For BHI active employees who are designated “Incumbent Employees,” BHI will pay the same hourly wage earned by the RCT when employed by ATL. Escalation will not be applied unless the incumbent’s wage is lower than the non-incumbent wage. For current wage rates, see Appendix A.

The parties acknowledge that, as of the time of ratification of this Agreement, two (2) incumbent employees who currently hold the job position of Senior RCT are being paid a wage rate above the applicable rate for a Lead RCT. In order to continue receiving the higher wage rate, those two individuals shall be required to become qualified Lead RCTs by passing the applicable oral board exam by March 1, 2021, or later if the date the exam is offered is after March 1, 2021, or if Fluor B&W Portsmouth as the customer agrees to a later date. If the incumbent employees in the Senior RCT classification who are making a wage rate above the Lead RCT rate become qualified Lead RCTs, they shall keep their current wage rate. If they do not become qualified Lead RCTs by the required date, they shall have their wage rate reduced to the wage for their applicable classification (Sr RCT) as of the required date (March 1, 2021, or later). This provision shall apply only to the two (2) individuals who are not yet in the Lead RCT position but who are currently being paid a wage rate above the applicable rate for a Lead RCT.

### **Base Hourly Rates**

The base hourly rates and the classifications, which are listed in Appendix A and have been fixed on a permanent basis, shall remain in effect for the duration of this Contract unless revised by mutual agreement.

### **Rate Changes**

All rate changes, including those resulting from a change of classification, shall be effective the first day of the pay cycle after the commencement date of the increase.

### **Overtime or Premium Hours**

**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.

**Crediting of Hours** - Jury duty time, PTO, and holidays, which are all compensated for under other provisions of this Contract, shall be credited as hours worked in computing overtime except that, to avoid duplication, there shall be credited only eight (8) hours for any one calendar day.

**Overtime or Premium Payments** - A technician shall be paid at the rate of one and one-half (1-1/2) times their base hourly rate of pay for all hours worked in excess of forty (40) hours within the workweek.

### **Minimum Guarantee Payments**

A technician who reports for work at the start of their 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, except that if work is unavailable as the result of causes beyond the control of the Company, it shall not be so obligated.

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.

### **Jury Duty Pay**

Any technician 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:

Notification of Supervision - Technicians must notify their supervision within 24 hours after receipt of notice of selection for jury duty.

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

The technician must reimburse ATL any payment received from the municipal, county, or federal courts associated with their jury service.

### **Funeral – Bereavement**

Employees will be granted three (3) days of paid bereavement leave in the case of a death in their immediate family, which is defined as a spouse, child(ren), parents (including in-laws), and siblings.

Employees must submit a leave request form to their supervisor indicating the family relation involved and may be required to provide proof, such as an obituary or funeral notice. Paid time off should be charged to “Compensated Leave” on an employee’s time sheet, with a comment stating “Bereavement Leave” in the note section of that day.

### **Military Pay**

A technician who has completed their 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:

**Orders** - A technician must submit to management, as soon as possible after receipt, evidence of orders to report for training.

**Statement of Service** - When the technician returns to work, he/she must submit to management a statement supporting payment for such duty.

**Hours not Credited** - Time off from work paid for pursuant to this Article shall not be counted as hours worked in the computation of overtime or premium pay. Except that if approved military duty occurs during an employee’s scheduled hours, it will count as time worked in determining if the technician is to be compensated at time and one half for all hours worked in excess of forty (40) hours within the applicable payroll week (this exception only is applicable to the hours the technician’s assigned shift is scheduled to work). Also, when a technician is excused for Union activity, hours will only be credited as time worked if pre-approved by BHI.

### **Sick Day**

Employees must use their PTO bank or Leave without Pay (LWOP) for non-work-related illnesses and injuries that prevent them from working. All work-related injuries and illnesses must be reported pursuant to Company policy. If the employee does not have PTO in their bank, they may request an advance of up to 16 hours.

### **Personal Day**

Employees must use their PTO bank or Leave without Pay (LWOP) for personal matters requiring time off work.

## **Pay Cycle**

The Company has a weekly pay cycle beginning on Monday at 12:00 a.m. through Sunday at 11:59 p.m. with paydays on Thursday of each week.

## **Twelve (12) Hour Shifts**

It is permissible for rotating shifts to work a twelve and one half (12.5)-hour shift rotating schedule. The parties further agree to the following deviations to accommodate the 12.5-hour shift schedule, any provision not specifically altered by these deviations apply as written elsewhere within this Agreement:

A workday shall mean a twenty-four (24)-hour period beginning at 7:00 a.m. Workweek shall mean 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 Unit Vice President and the affected Department Manager.

A standard work day shall consist of twelve (12) hours worked. A standard four-week rotating schedule will consist of one (1) forty-eight (48)-hour, one (1) forty (40)-hour and two (2) thirty-six (36)-hour workweeks.

**Shift Differential Pay** – Technicians assigned to the 12.5-hour shift schedule that begins after 5:00 pm shall receive shift differential pay of \$.50 per hour for each hour worked, effective upon ratification of this CBA.

**Jury Duty Pay** - A technician shall be paid their base hourly rate for the time lost from the regularly scheduled twelve (12)-hour shift. Jury Duty scheduled on scheduled days of work will be credited as hours worked.

**Holidays** - There will be twelve (12) paid holidays each year. Management will schedule any holiday that falls on a weekend to either Monday or Friday. A schedule of holidays will be posted at the beginning of each year. The recognized holidays are:

New Year's Day

Good Friday

Memorial Day

Independence Day

Independence Day Companion

Labor Day

Columbus Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

Juneteenth

If any of the observed holidays fall on a technician's scheduled day off, they will receive 8 hours of Holiday pay.

## **(B) Benefits**

**BHI Energy 401(K) Plan** – All technicians are allowed to contribute, up to the IRS allowed limit of their eligible compensation, on a pre-tax basis regardless of whether they

choose to waive or participate in BHI's benefits program. BHI will match 2% on up to ten thousand dollars (\$10,000.00) of annual earnings. The maximum matching contribution of BHI to the 401(K) Savings Plan of any individual employee is two hundred dollars (\$200.00) per calendar year.

Any changes to the BHI Energy 401(k) plan will apply to bargaining unit employees on the same basis as other BHI employees. BHI will notify the Union of any changes to the BHI Energy 401(k) plan.

### **Benefits Program – Plan Year 2023**

All regular full-time employees are eligible to participate in “all, some, or none” of the benefits offered by the Company. During open enrollment, each employee can elect to participate or not to participate.

Those employees that elect to participate in the offered benefits program will receive the following benefits:

**Life Insurance** – Life Insurance is a company-paid benefit offered to participating technicians up to one time their salary.

**Accidental Death and Dismemberment Insurance** – Participating technicians are offered Accidental Death and Dismemberment Insurance as a company-paid benefit.

**Long- and Short-Term Disability Insurance** – Participating technicians are offered long and short-term disability insurance as a company-paid benefit.

Those employees that elect to participate in BHI's benefits program will be given the option to enroll in the following benefits:

**Medical Insurance** – The Company currently provides participating technicians two Medical Plans as outlined in Appendix B. The employee share of the premiums for these plans is shown in Appendix B.

**Dental Insurance** – The Company will provide participating technicians Dental Insurance. The premiums for this plan are shown in Appendix B.

**Vision Insurance** – The Company will provide participating technicians Vision Insurance. The premiums for this plan are shown in Appendix B.

**Dependent Life Insurance** -will be available for purchase for the technician's spouse and children. The premiums for this plan are shown in Appendix B.

**Pre-tax** – All technician premiums for medical, dental and vision insurance will made with pre-tax contributions, thereby reducing taxable income.

**Change to Benefit Plans** – All the above stated plans and the appropriate plan documents are subject to change on an annual basis. They are hereby subject to this Agreement. Therefore, any significant plan change, other than premium rates and insurance providers, must be discussed and agreed to by parties prior to any plan change being enacted.

Benefit program documents will be made available at all times throughout the year. Enrollment information will be provided to the technicians upon initial hire and during annual open enrollment each year.

During open enrollment, the employee can elect not to participate in the benefits program. If an employee chooses not to participate in any of offered benefits, WGS will pay such employee a benefits allowance of \$4.19/hr. on every straight-time hour paid (not to exceed forty (40) hours per week), effective 01.23.2023, and will remain for the balance of the contract term.

## **Article 8**

### **Union Representation and the Grievance Process**

#### **Union Representatives**

The Company shall recognize the following number of properly certified Union Representatives from Local 689 for the purpose of representing employees in the manner specified in this Grievance Process:

- (1) The Local Union President.
- (2) The Grievance Committee consisting of the Vice-President of the Local Union who shall serve as Chairperson, Unit Vice President and three (3) Committeepersons, one (1) from each of the recognized Representation Divisions: Operations, Maintenance, and Health Physics.

#### **Grievance Investigation**

The appropriate Union Steward may be excused from work for reasonable periods of time during their scheduled working hours when handling grievances in the appropriate steps of this grievance process, excluding arbitration without loss of pay. The Union Steward shall report to and obtain permission from their immediate supervisor and the aggrieved employee's supervisor whenever it becomes necessary to leave their work for the purpose of handling grievances, and they shall report back to their immediate supervision at the time they return to work.

#### **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. Any formal discipline will remain active on the employees record for a period of one year provided there are no further related infractions that warrant disciplinary action. After a year has elapsed and the employee has no additional disciplinary action

issued, management will not consider the prior discipline for progressive disciplinary actions. This does not preclude the issuance of more severe discipline for serious infractions, up to and including discharge.

### **Discussions**

If an employee is called into a discussion with their supervisor or manager that may result in formal disciplinary action (up to and including discharge), the employee will be informed that a Union representative may be brought into the discussion, if they so choose. In any event, the Union shall be informed of any formal disciplinary action taken.

### **General Grievances**

Issues may arise of a nature so general as directly to 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 3 of the Grievance Procedure.

### **Time Limits**

#### **(A) Extension**

Any grievance not taken up with an employee's immediate supervision within ten (10) calendar 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 process and the matter is considered closed.

#### **(B) Withdrawn--Settled**

A grievance shall be considered withdrawn or settled if the decision of the Company is not appealed to the next higher step in the grievance procedure within ten (10) calendar 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.

### **Grievance Process**

A grievance is defined as any difference concerning the interpretation or application of any of the terms of this agreement. Grievances shall be settled in the following manner.

Step 1 Any employee who believes they have a grievance shall discuss it with their supervisor and if not resolved shall, within five (5) of the employee's scheduled working days after

the event giving rise to the grievance, present a written grievance indicating the facts upon which the grievance is based, the article of the contract allegedly violated, and the remedy sought, and discuss it with his or her supervisor, at which time a Union representative of the employee, if the employee desires, shall be present and they shall make an effort to settle such grievance. The supervisor shall give his or her answer within five (5) working days after receiving such grievance. Settlements made in this step of the grievance procedure shall have no precedent value.

Step 2 In the event such grievance is not settled, it shall be presented in writing by the employee and/or his or her Union representative within five (5) working days thereafter to the Company. The Company shall give their written answer within five (5) working days after receiving such grievance.

Cases involving discharge shall be presented initially in writing at the third step of the grievance procedure, no more than five (5) working days from the date of discharge.

Step 3 If the grievance is not settled by Step 2, it may be presented in writing by the Union representative with five (5) working days thereafter to the Labor Relations representative. On a day and time mutually agreed to by the parties, hearings shall be held on Step 3 grievances which have been delivered to the Labor Relations Representative. Hearings may be held by phone if mutually agreed. Attendance at this hearing shall, if mutually agreed upon, include the aggrieved employee or employees. The Company shall answer the grievance in writing as soon as reasonably possible.

### **Arbitration Procedure**

1. Any grievance which remains unsettled after having been fully processed pursuant to the Grievance Procedure may be taken to arbitration, by request of either party, within ten (10) days after the Step 3 answer has been rendered.
2. The Arbitrator shall not have the authority to add to, disregard, or to modify any of the terms of this Agreement, including salary rates, benefits plans, or job classifications. Additionally, the Arbitrator shall not have the authority to review, revoke, modify, or enter any award with respect to the discharge of an employee within their probationary period as specified in Article 6.
3. Within ten (10) 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, or its successor, in writing, to submit a list of not less than five (5) arbitrators from which the Union and the Company shall strike off the names on the list who are not acceptable and shall indicate the 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 Federal Mediation and Conciliation Service, or its successor, to submit a second list of not less than five (5) arbitrators and the above procedure shall be followed.
4. All time limits noted in this article are exclusive of Fridays, Saturdays, Sundays, and site closure days. They can be extended by mutual agreement of the parties.
5. Each party shall bear its respective expenses, and the expenses and fee of the arbitrator shall be shared equally by the Union and the Company.

6. In the event a dispute should arise involving any classified information, the arbitrators must have a security clearance as required by the Department of Energy.
7. It is understood that no information that is proprietary or business sensitive to the Employer will be utilized or disclosed in the arbitration process unless all persons, including arbitrators, involved in the arbitration process who are not employees of the Employer, have first agreed not to share proprietary information.
8. Cost of official transcripts of arbitration proceedings shall be at the expense of the requesting party, which shall include a copy furnished to the other party and the Arbitrator.

## **Article 9**

### **Overtime Process**

Overtime is offered to the person assigned to the particular project and job that requires overtime. Should that person decline the overtime, it is offered to the next employee who also works on that particular project and job and has the least amount of cumulative overtime. If that person declines the overtime, it is then offered to available technicians not working on that project and job, provided they are trained, qualified, and capable of performing the work. If the overtime requires a senior-level RCT, it will only be offered to those who are Senior RCTs that are trained, qualified, and capable.

A site-wide canvass list is utilized for reporting hours worked outside the technician's normal work schedule.

### **Process**

Management will determine when overtime is needed, the number of employees needed, and amount overtime needed. It is Management's right to assign the tasks during the overtime.

Technicians who do not meet all training and security requirements to complete the task(s) of their classification or work group shall not be offered overtime until such a time when they are fully qualified and cleared within that classification or work group. Any technician who does not meet training and/or security requirements for a specific task, but meets the general training and security requirements of the classification or work group, will not be canvassed.

When overtime is offered from the applicable Canvass List, that offer would be to the low hour employee (if two or more employees have the same hours, the most senior employee will be canvassed first) within that overtime group who is otherwise available and qualified to work the overtime. Once an overtime opportunity is accepted by a technician, that accepted opportunity is expected to be worked.

Those technicians on a Short Term, Long Term, Jury duty, or Military Leave of Absence, upon return from Leave, will be placed in the same relative position on the overtime list as they held immediately prior to their Leave

Contact calls can be made at any time.

Technicians will provide both a primary and secondary method of contact (land line, cell phone, pager, etc....). The supervisor will attempt contact via both provided means. If after 15 minutes the technician has not responded, the canvass will continue to the next technician.

If the technician establishes contact after the allotted 15 minutes and the offer has not yet been accepted by another technician, the technician may accept the offer.

However, if as a result of the preceding paragraph, any technician who was canvassed and refused the overtime opportunity will not be charged if they would not have been canvassed if the technician who accepts the final available overtime offer had less overtime hours than them.

Technicians may be placed on a 'Do Not Call' status at their request at the beginning of each year, and they remain on that list for the entire year.

Exceptions to the offer process defined above are:

- A hold over from the off-going shift or a call in from the oncoming shift if the opportunity is for less than a full shift, or
- A deviation authorized by the Work Group Manager or Work Group Supervisor. All such deviations must be communicated to the Union Unit Vice President as soon as possible.

Any technician assigned to a new Overtime List will be entered on the list with the same amount of overtime hours as the technician with the most of hours on that list.

Approval by the Work Group Manager or Work Group Supervisor is required to exceed sixteen (16) hours of continuous work.

All technicians canvassed will be charged the hours specified for the opportunity. If the number of hours worked differs from the canvassed amount of hours, those who worked will be charged the number of hours they worked and those who refused the overtime canvass will be charged equal to hours canvassed or hours worked, whichever is less. In any event, no overtime will be charged if the overtime opportunity is cancelled.

At the beginning of each calendar year, management may readjust the overtime lists for easier administration within a classification by reducing the hours of the low-hour employee on that list to zero (0) and reducing the remaining technicians on that overtime list by the same number of hours.

Any disputes that arise from the administration of this article must be discussed with the technician's immediate supervisor. Failing to reach resolution, then the dispute must be discussed between the Department Manager and Union Unit Vice President as soon as possible but no later than their scheduled next meeting. If the dispute is not resolved at that meeting, the subject dispute may be elevated to the Local Union President and the General Manager (or designee) for resolution. Thereafter, if not resolved the matter is subject to the grievance procedure.

## **Article 10** **Hours of Work**

Workday is defined as the 24-hour period beginning at 7:00 am. Workweek is defined as the 7-day period beginning at 7:00 am on Monday. Working Schedule is defined as the hours of shifts to be worked by employees and the day or days on which such shifts are to be worked.

### **Shift Code    Shift Description**

4	(AA) Rotating (12.5-Hour Shift with paid 0.5-hour lunch break and 0.5-hour turnover pay included) (0630-1900) (1830-0700)
5	(BB) Rotating (12.5-Hour Shift with paid 0.5-hour lunch break and 0.5-hour turnover pay included) (0630-1900) (1830-0700)
6	(CC) Rotating (12.5-Hour Shift with paid 0.5-hour lunch break and 0.5-hour turnover pay included) (0630-1900) (1830-0700)
7	(DD) Rotating (12.5-Hour Shift with paid 0.5-hour lunch break and 0.5-hour turnover pay included) (0630-1900) (1830-0700)
N	(G) Dayshift (10-Hour shift) (0630 to 1700) Monday-Thursday
X-344	Uranium Barter Processing Building rotates 1 technician each week (12.5-hour shift with 0.5-hour paid lunch and 0.5-hour turnover pay included (1830 to 0700) Monday-Thursday

**Wash-up/Clothes Change/Shift Turnover** – Employees who are required to perform and do perform shift turnover will be compensated at their regular base rate.

**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.

## **Article 11** **Vacation Time Off**

Vacation is based on the employee's continuous service under the Service Contract Act (SCA)(that is, the total length of time an employee has been employed in any capacity in the continuous service of any predecessor contractor(s) who carried out similar contract functions at the Portsmouth Gaseous Diffusions Plant). Employees will receive vacation pursuant to the schedule below:

Continuous Service	Hours of Vacation Earned and available
After 1 year of continuous service	80 hours

2-9 years of continuous service	80 hours
After 10 years of continuous service	120 hours
After 15 years of continuous service	160 hours
After 25 years of continuous service	200 hours

Request for vacation time off should be made as far in advance as possible.

Each employee is responsible for ensuring they have available vacation hours remaining to cover scheduled vacation time.

Each employee is responsible for ensuring sufficient vacation hours are scheduled and taken in accordance with company policy during the calendar year to avoid the potential of losing vacation due to limitations established for 'take or lose' vacation.

For all personnel transferring between classifications and work groups, all previously scheduled vacation will be honored.

Approved vacation is expected to be taken by the employee. Any change to pre-scheduled vacation must be approved in advance.

### **Scheduling**

The annual vacation scheduling process will be conducted for each work group or shift. The annual scheduling process will be conducted by Bargaining Unit Seniority. Refer to Article VI for tie breaker.

Each participating technician will be allowed one vacation selection before moving to the next technician in Bargaining Unit seniority. Selection will continue in the established order until all participants have selected their desired amount of vacation.

A vacation selection is defined as a consecutive number of days from 1 to 10.

The annual vacation scheduling process will be conducted each year during the month of December for the following year. All vacation selections shall be submitted by the first Monday of December. All vacation selections will be approved by the manager. The vacation selection period will be for the following calendar year.

Participation in the annual vacation scheduling process is voluntary.

Any vacation request made outside the vacation scheduling process defined above shall be granted on a 'first come, first serve' basis.

**Appendix A**  
**Classifications and Wage Rates**

	<u>Current</u>	<u>(*4.50%)</u>	<u>(**3.50%)</u>
Jr. RCT	<u>\$26.53</u>	<u>\$27.72</u>	<u>\$28.69</u>
Sr. RCT	<u>\$32.88</u>	<u>\$34.36</u>	<u>\$35.56</u>
<u>Lead RCT (To be determined by management)</u>	<u>\$37.72</u>	<u>\$39.42</u>	<u>\$40.80</u>

\*Effective January 23, 2023

\*\*Effective December 04, 2023

**Incumbent Employees:**

BHI will pay active incumbent employees that transitioned to BHI on June 10, 2019, the hourly wage they were earning from ATL on June 9, 2019. Each incumbent employee's hourly wage will be documented by providing a copy of their last paycheck stub from ATL.

Appendix B  
Benefit Costs

**Employee Medical/Vision/Dental Costs Effective Plan Year January 1, 2023**

These rates are the employee's weekly share of the plan premiums. BHI pays employees weekly and will deduct the amounts below from employee's weekly paychecks:

<b>Medical Coverage</b>	Employee Only	Employee + Spouse	Employee + Child(ren)	Family
PPO	\$41.47	\$113.67	\$139.48	\$235.02
HDHP	\$41.47	\$113.67	\$139.48	\$235.02
<b>Dental</b>	\$1.41	\$6.77	\$5.75	\$13.54
<b>Vision</b>	\$1.50	\$3.00	\$3.25	\$5.00

<b>Dependent Life Insurance-Spouse Age</b>	<b>Weekly Rate Per \$1,000 coverage</b>
Age 0-29	\$0.098
Age 30-34	\$0.102
Age 35-39	\$0.140
Age 40-44	\$0.201
Age 45-49	\$0.314
Age 50-54	\$0.490
Age 55-59	\$0.752
Age 60-64	\$1.285
Age 65-69	\$2.196
Age 70-74	\$3.911
Age 75-99	\$7.835
<b>Supplemental Child Life</b>	
All Ages	\$0.346

Open enrollment will begin in November.

Insurance coverages are negotiated annually. The Company will notify the union as soon as we know the cost of benefits in each subsequent benefit plan year.

**Appendix C**  
**RCT Progression Procedure**

Jr. RCTs will be considered for transition to a Sr. RCT role based on the following: the employee must have a minimum of 3 years of service as a Jr. RCT, including 1 year in the DOE/NNSA complex, and be proficient in the performance of the associated duties. The 3 years' service can be a combination of service in the position of an RCT, educational equivalence, and/or other applicable time. The time allowances are as follows:

Navy ELT	1:1
Shipyard RCT	1:1
NPP RCT	1:1
National Lab RCT	1:1
Fuel Facility RCT	1:1
NPP Dosimetry Tech	1:1 up to 6 months total
NPP Respiratory Tech	1:1 up to 6 months total
NPP Count Room Tech	1:1 up to 6 months total
NPP Control Point	1:1 up to 3 months total
NPP Laundry Monitor	1:1 up to 3 months total
NPP Decon	1:1 up to 3 months total
Work at other Radiological facilities	Case by case basis
Eastern Idaho VoTech Rad Program	9 months
Associates in Math, Science, Health, or related field	1 year
BS/MS in Math, Science, health, or related field	2 years
Pike County 240-hour course	6 weeks

If you feel you meet the above requirements, please contact BHI management who will assess your related experience and assist you in coordinating the Oral Board process. If this procedure changes, it will be discussed with the Union.

### **Letter of Agreement – 2022 Negotiations // CBA Reopener**

Consistent with the discussions at the 2022 collective bargaining negotiation meetings. The parties understand that the BHI Health Care Plan and 401k plan offerings will no longer be available after December 31, 2023. Therefore, the parties agree to reopen the collective bargaining agreement to specifically discuss the Health Care Benefits and 401k plan.

The opening of the collective bargaining for this purpose is limited to discussion of the Health Care Benefit Plan and 401k Plan. All other terms and conditions will remain without change and in full effect for the term of the agreement, December 31, 2024.

To ensure adequate opportunity for these discussions, the parties agree to begin the reopener discussions no earlier than July 01, 2023, which date coincides with the projected date of the full integration change from BHI | Power Services, LLC to WGS Nuclear Services, LLC.

**Article 12**  
**Approval**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WGS, NUCLEAR SERVICES, LLC

UNITED STEELWORKERS-USW  
AFL-CIO-CLC

\_\_\_\_\_  
Patrick Bocian  
Director of Labor Relations  
On behalf of WGS, Nuclear Services, LLC

\_\_\_\_\_  
Tom Conway  
International President

\_\_\_\_\_  
William Ferguson  
VP, Controller  
WGS, Nuclear Services, LLC

\_\_\_\_\_  
John E. Shinn  
International Secretary-Treasurer

\_\_\_\_\_  
D. R. McCall  
Int'l Vice President Administration

\_\_\_\_\_  
Kevin Mapp  
Int'l Vice President Human Affairs

\_\_\_\_\_  
Donald E. Blatt, District 1 Director

\_\_\_\_\_  
Jerrel Martin, Staff Representative

UNITED STEELWORKERS  
LOCAL 689-04

\_\_\_\_\_  
Herman Potter, Local President

\_\_\_\_\_  
Tom Lamerson, Local Vice President

\_\_\_\_\_  
Zack Uhrig, Div. 1 Committeeman

\_\_\_\_\_  
Mark Veach, Div. 2 Committeeman

\_\_\_\_\_  
Craig Conkel, Div. 3 Committeeman

\_\_\_\_\_  
Jeff Strange, Unit President