PROFESSIONAL AND TECHNICAL UNIT

CONTRACT

Between
FLUOR-BWXT PORTSMOUTH LLC
PORTSMOUTH GASEOUS DIFFUSION PLANT
and
UNITED STEELWORKERS, AFL-CIO
on behalf of USW LOCAL NO. 689

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ARTICLE I – CONTRACT SCOPE

Section 1 – General

This Project specific Labor Agreement is entered into by and between Fluor-BWXT Portsmouth LLC, hereinafter referred to as the Company and United Steelworkers, AFL-CIO,on behalf of USW Local 689 hereinafter referred to as the Union under the Company/U.S. Department of Energy (DOE) contract DE-AC3010CC40017 as amended for work at the DOE Portsmouth Gaseous Diffusion Plant in Piketon, Ohio by the Company's full-time employee workforce in the Work Control Planners, Radiological Control Technicians, Industrial Hygiene Associates, NDA Technicians and Specialists, and Systems Engineer, Sr. assigned to the NDA group, and Buyers Company Classifications. This Labor Agreement shall constitute the complete agreement between the parties. All other written or verbal understandings between the parties not incorporated herein by reference at the effective date of this Labor Agreement are hereby terminated and do not bind the parties.

This Labor Agreement shall be terminable by the Company in the event that the Company shall cease operations at the Portsmouth Plant under Contract DE-AC3010CC40017, as amended. Such termination shall be effective immediately upon the giving of written notice thereof to the Union.

ARTICLE II – RECOGNITION

Section 1 - Establishment and Limitation

The Company recognizes the Union as the sole and exclusive bargaining agent for those full-time, direct hire Company employees within the bargaining unit as defined in the National Labor Relations Board Certifications:

09-RC-107709
09-RC-113635
09-RC-118341
09-RC-123487
09-RC-133017

With respect to rates of pay, wages, hours of employment and other conditions of employment, and excluding all other employees, guards and supervisors as defined in the National Labor Relations Act.

The term "employee" as used herein shall mean any person represented by the Union as set forth in this Article and Section of this Agreement.

Section 2 - Distribution

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

Section 3 - Noninterference

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

ARTICLE III - UNION SECURITY AND DEDUCTION OF DUES

Section 1 - Dues Requirements

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

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

Section 2 - Delinquency of Dues

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

Section 3 - Deduction of Dues

For the convenience of the Union and its members, the Company, during the life of this Contract, shall deduct an initiation fee and regular monthly dues from the paychecks of each employee who individually and voluntarily executes and delivers to the Company an Authorization and Assignment on the authorization form provided them by the Union. Such deductions shall be forwarded monthly to the International Union with a listing showing the names of those employees, if any, whose paychecks were insufficient to cover the deductions. An Authorization must be delivered to the Company at least seven (7) days before the payday of the month in which the first weekly deduction is to be made.

Section 4 - Authorization of Deduction

An Authorization and Assignment shall be irrevocable for a period of one (1) year from the date thereof or until termination of this Contract, whichever occurs sooner, and shall automatically renew itself for successive irrevocable annual periods unless the employee who signed it gives notice to the contrary in writing by registered mail to both the Company and the Union no less than two (2) days and no more than seventeen (17) days before the expiration of the Authorization or before the expiration of any annual renewal period as the case may be.

Section 5 - Make-Up Dues

Upon receipt from the 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 payroll period, or in subsequent payroll periods as the money becomes available, and forward to the International Union, in accordance with Section 3 of this Article.

Section 6 - Termination of Deduction

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

ARTICLE IV - MANAGEMENT CLAUSE

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

ARTICLE V - PERFORMANCE EVALUATION

Section 1 - Performance Evaluation Process

A. The technical and professional employees shall receive periodic performance evaluation and career developmental coaching.

B. The performance evaluation and career developmental coaching process for employees.
    a. Be conducted over a 12 month period

b. Provide a documented means for evaluation and communicating actual performance against job expectations and standards
c. Enhance supervisor/employee communications regarding the employees development career goals, goal setting and objectives
d. Performance evaluations shall not be used for pay or wage increases or bonuses except for promotions.
e. Provide an objective, documented means for promotions.

Section 2 - Disciplinary Problems

The purpose of a performance evaluation is to review an employee's job performance. Problems of a disciplinary nature, such as a violation of company rules, shall be addressed through the established disciplinary process and will not be a proper subject of any performance evaluation.

ARTICLE VI – 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 VII – PROTECTIVE SECURITY

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

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 - Intent and Distribution of Answers

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

The grievance procedure shall be used for the purpose of settling claims and disputes on all matters subject to collective bargaining between the parties during the term of this Agreement, whether or not such claims or disputes involve the interpretation or application of this Agreement.

Section 2 – Union Representatives

Number of Representatives

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

1. The Local Union President or designated representative.
2. The Local Unit Vice-President (paid up to 20 hours per week to conduct Union business regarding this contract.
3. One (1) Steward for each thirty (30) Union members. The number may be adjusted as mutually agreed by the parties as the need arises.
4. The three above shall comprise the general grievance committee.

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

Section 3 - Disciplinary Cases

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

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

1. Discussions

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

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

2. Record Review

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

3. Initiation of Grievances – Step 2

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

Section 4 - General Grievances

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

Section 5 - Time Limits

A. Extension

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

B. Withdrawn - Settled

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

C. Answer

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

D. Calculation of Time

In the calculation of time limits under the grievance provisions, including arbitration, "days" shall mean calendar days excluding Saturdays, Sundays, Holidays, Vacations, and the scheduled days off of the aggrieved employee.

E. Postponement - Hearing

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

Section 6 - Grievance Steps

A. Pre-Grievance Discussion

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

B. Step 1

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

C. Step 2

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

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

The attendance at Step 2 meetings shall include the Local Unit Vice-President and the HR/Labor Relations Manager or his/her designated representative.

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

Section 7 - Monetary Settlements

Any money due an employee as a result of the settlement of a grievance shall be paid within two weeks following the settlement. Written notification will be given to the Local Unit Vice-President of the Union to this effect.

Section 8 - Arbitration

A. Submission Procedure

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

2. The arbitrator shall not have the authority to review, revoke, modify or enter into any award with respect to:

    a. The discharge of an employee within their probationary period.

    b. Discharge removals made at the direction of the Department of Energy (DOE) under the terms of the Prime Contract with DOE.

B. Arbitration Selection Process

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

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

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

4. Cost of official transcripts of arbitration proceedings shall be at the expense of the requesting party, which shall include a copy furnished to the other party and the arbitrator.

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

C. Arbitration Selection Process

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

D. Hearing Date

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

E. Decision - Time Limit

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

F. Implementation of Decision

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

G. Cost

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

H. Attendance at Hearing

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

1. Local Vice President
2. A Steward
3. Not more than two (2) aggrieved employees

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

I. Power of Arbitrator

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

ARTICLE IX – SENIORITY

Section 1 – Definitions

A. Bargaining Unit

Bargaining Unit for purposes of this Agreement refers to the full time, salaried exempt and non-exempt technical and professional employees represented by USW as set forth in Article II, Section 1 of this Contract.

B. Bargaining Unit/ Base Seniority

Bargaining Unit/ Base Seniority is the total length of allowable time an employee has spent in the Bargaining Unit while fulfilling a USW represented position, without regard to classification.

C. Classification Seniority

Classification Seniority is the total length of allowable time an employee has spent in the classification of a technical or professional represented position at the time of

organizing vote and continues on as a represented employee. The classification seniority of each employee is his or her position relative to said classification.

Except for those identified by the Site Project Director as being part of a '*mission critical'* classification, an employee in the Professional and Technical (P&T) Unit may bid on positions in the hourly D&D bargaining unit, but not until the employee has spent at least one year in the classification in which he/she was hired - unless waived by the respective Division Director. Successful bidders will not be released to the new position until the Company has hired a qualified replacement to replace the employee, or up to six (6) months after award, unless an agreement is made between the Company and the Union.

The NDA and RCT groups now identified as 'mission critical' will remain as designated no later than the end of August 2019 and barred from movement. Should the 'mission critical' designation be required beyond this date, or a new group identified, the Company will meet to discuss specific provisions and requirements prior to implementation.

If an employee in the P&T unit successfully bids to a position in the hourly D&D bargaining unit, his/her core classification becomes the first one occupied in the D&D unit and cannot bid back to the P&T Unit for a period of 2 years. Upon return to the P&T Unit, the employee shall revert to P&T Unit classification seniority attained prior to their departure.

In the event two or more employees have identical bargaining unit seniority, then seniority will be ordered based on the greater seniority being given to the earlier (est.) birth date (mm/dd/yy).

D. Laid Off

An employee is said to be laid off when he or she leaves the Company because of a voluntary or involuntary reduction in force and does not continue active employment with the Company.

E. Classification Recall List

The Classification Recall List is defined as that list on which an employee is placed at the time he or she is either voluntarily or involuntarily laid-off from a classification and does not continue active employment with the Company. The list shall rank employees by classification in order of classification seniority. Individuals shall remain on this list for no longer than three (3) years from the date of layoff. This list is jointly maintained by the Company and the Union.

Section 2 - Company Service Credit

Employees shall receive previous company service credit earned at the Portsmouth Site while employed with other DOE site contractors including, but not limited to, Bechtel Jacobs, Goodyear, Martin Marietta, Lockheed Martin Energy Systems, USEC, LPP, TPMC, WEMS, and UDS for purposes of severance and vacation, provided that such service credit is in effect at the time of a formal Company offer of employment. If any benefit has been liquidated, based upon such former service, that service shall not be allowed as credited service by the Company for purposes of severance or vacation. Company Service Credit as defined and described in this article and section does not apply to pension eligibility. Pension eligibility is dealt with in the pension plan documents.

An employee's continuous service with the Company shall consist of the time actually spent on the payroll, plus properly approved absences from work, to be determined under the following rules:

A. Leave of Absence

When an employee is on a leave of absence granted by the Company, his/her service shall be considered as continuous without any deductions if the absence does not exceed one year. However, service shall be considered as continuous without any deductions for employees on leave of absence for:

1. Occupational Disability;
2. Non-occupational Disability;
3. Union official on full-time international status;

B. Military Service

An employee who leaves the employment of the Company to enter military service, either by voluntary enlistment or by induction under the Selective Service System, shall be reinstated under the provisions of applicable Federal Statutes, upon application within the designated period of time following honorable or general discharge, provided he/she qualifies under the seniority rules and is physically capable of performing the work required. Upon reinstatement, such employee shall be given credit for continuous service from the time he/she left the employment of the Company to enter military service to the date of reinstatement.

C. Laid-Off: Service Credited

A laid-off employee shall accumulate service for a period of time equal to his/her continuous service at the time of layoff, but not to exceed two (2) years for any single period of layoff. A laid-off employee will have recall rights for three (3) years. If a laid-off employee is recalled, he/she shall be credited with the accumulated service.

D. Loss of Service

An employee shall lose continuous service when he/she is discharged, released, resigns, retires, accepts layoff without recall rights, is on continuous layoff for more than three (3) years from date of layoff, or when he/she is on the recall listing, but not on the active payroll and declines or fails to report or make satisfactory arrangements within fourteen (14) calendar days after being notified of a recall. If such employee is later rehired, he/she shall be considered a new employee and continuous service shall date from the date of most recent hire.

Section 3 - Probationary Period

A non-FBP employee new to the classification shall be considered a probationary employee for the first 180 calendar days and at the end of that period, if he/she is retained, the employee's name will be placed on the Seniority List and the employee's seniority shall reflect all allowable seniority as defined in this Contract. A probationary employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company.

Section 4 - Reduction in Force/Recall

When a reduction-in-force is to be made in a job classification, the employee having the least amount of classification seniority within the affected job classification shall be laid-off first. However, if the displaced employee has classification seniority, then such employee may bump back to his/her base classification provided that they have more classification seniority than other employees in that classification.

In the event of a layoff, the Union will be notified prior to the layoff and will be given a list of names of employees who are to be laid-off.

The Company and Union will establish a recall listing of laid-off employees in each job classification. Recall shall be in seniority order of those laid off from the classification in which the vacancy exists.

Section 5 - Filling Vacancies/Bidding Process

A. Filling Permanent Vacancies (Within P&T Unit)

1. When a vacancy exists, the vacancy first will be offered to Fluor-BWXT Portsmouth LLC USW-represented employees laid off from the job classification in which the vacancy exists and who are on the Classification Recall List for the job classification in which the vacancy exists. Recall shall be in order of classification seniority.
2. If a vacancy is not filled under subsection (1) of this Section, then FBP shall offer FBP USW-represented employees the opportunity to bid for this job opening. The Company shall post a notice designating the job classification, qualification, and pay rates for seven (7) calendar days of the Company bulletin boards. An FBP USW-represented employee may sign the posting indicating their intent to be considered for the opening. The most senior qualified employee, as determined by the Company, and who has signed the posting shall be moved into the vacancy.

3. An employee who has been awarded a permanent vacancy shall be transferred as soon as possible.
4. An employee who has been awarded a permanent vacancy shall be required to accept the vacancy.
5. If the company determines that there are no qualified candidates for the vacancy, then the vacancy may be filled with an external fulltime hire or augment the existing staff with a subcontract employee.
6. If the successful bidder, from subsection 1 or 2 of this Section, fails to qualify after 180 days, per the evaluation by the cognizant supervisor, he/she will return to his/her former classification and be excluded from future bids to the new classification.

Section 6 - Notification for Recall

A. An employee shall be considered to be notified of a recall opportunity when an offer of recall has been sent by the Company via registered mail or overnight express mail to the most recent address as recorded in the HR/Labor Relations Department. Individuals shall be responsible for informing the HR/Labor Relations Department of their current address. Failure to inform the HR/Labor Relations Department will relieve the Company from any responsibility if notification is not received due to an improper address. Copies of letters to recalled individuals will be mailed to the Union President at the same time such notice of recall opportunity was sent by registered mail or overnight express mail to recalled individuals.

B. Individuals shall respond to and make mutually satisfactory arrangements within fourteen (14) calendar days after the first attempt of the delivery of such a recall opportunity letter. In the event that a recall opportunity notice is delivered, but no response is received within fourteen (14) calendar days, the Union shall be notified by the Company and provided three (3) additional calendar days to assist in making contact with such individual.

Section 7 – Security Clearance Requirement

As a Federal DOE contractor FBP has a responsibility to properly and efficiently submit for processing DOE security clearance applications for FBP positions requiring clearances. Obtaining a DOE security clearance within one year and maintaining that clearance to work in these positions is a condition of employment. The employee must provide all the clearance application paperwork per the prescribed time frames to assure timely approval. If an employee is unable to acquire a DOE security clearance in one year, or has a security clearance suspended by DOE, he/she may be temporarily reassigned for up to six (6) months, if a position is available. If no positions are available, the employee will be placed on an unpaid suspension of up to one (1) year to permit time to pursue an appeals process or otherwise have the issue successfully resolved. If the security clearance is obtained or reinstated during that period the employee shall return to his/her former position, if it still exists. If the security clearance situation is not resolved, i.e. obtained or reinstated, within one year FBP may terminate the employment of the individual.

The Company shall provide assistance to ensure that the worker is provided every opportunity to use the DOE security clearance appeals process.

ARTICLE X - LEAVE OF ABSENCE

Section 1 – Purpose

A leave of absence is approved time away from the job. When on a leave of absence, the employee is not considered to be an active employee even if they are receiving PTO or supplemental pay related to the leave. Benefits (health, life, disability) will continue under conditions dependent on the type of leave. Continuous service and accrued benefits may be granted to employee while on leave of absence. Leaves of absences will not be granted for the sole purpose of extending an employee's continuous service through any internal Company dates that affect the employee's benefits, accruals or severance.

Section 2 – Types and Duration of Leave of Absences

A. Personal Leave of Absence

1. An employee may be granted a leave of absence for personal reasons not covered by disability leave, FMLA, or union official leave without pay up to fifteen (15) days during the life of this Agreement, upon written application to the Company; provided the employee has exhausted all PTO hours and the employee presents evidence acceptable to the Company that such leave of absence is for a reasonabe purpose and provided further that such leave of absence shall not unreasonably interfere with operations. Such leave may be extended when necessary upon application for extension in writing and upon presentation of evidence satisfactory to the Company that such extension is necessary, provided such extension does not unreasonably interfere with operations and will not exceed 90 days. Personal leave will only be granted if the employee intends to return to work. Personal leave cannot be used to extend credited service or delay termination. Each personal leave request must be approved by the employee's direct manager, division manager, and the HR Senior Manager.

2. PTO does not accrue during a personal leave of absence leave and cannot be cashed out during leave. Continuation of benefits for employees on leave of absence shall be in accordance with the terms and conditions set forth in plan documents and COBRA will be offered when required by law.

3. There is no guarantee that the employee's job will be available upon return from a personal leave of absence. The Company will place the employee into an open position within the employee's classification, if such a position is available. Should there be no opening, the employee may bump into classification that they have seniority in or is eligible and qualified for, and in which there exists a vacancy. If there is no position available, the returning employee shall be placed into a position within classification based on seniority. The junior employee with no open position to be placed in will be laid off.

B. Occupational Disability

1. An employee may be granted a leave of absence for the period of an occupational disability upon approval of the Company Medical Officer and Ohio Worker Compensation.

2. Disability leaves of absences must be coordinated through the appropriate company's disability management organization.

3. Family & Medical Leave will run concurrently with Occupational Disability.

4. A disability leave will begin on the first day of incapacitation from work. A disability leave will not ordinarily exceed one year. After such time, the employee may be terminated from the company; eligibility for worker compensation benefits may continue based on state laws, etc.

5. PTO does not accrue during an occupational disability leave of absence and cannot be cashed out during leave. Continuation of benefits for employees on leave shall be in accordance with the terms and conditions set forth in plan documents and COBRA will be offered when required by law. Eligibility for coverage will be reinstated when the employee returns to work. Health and Life coverage will remain in place as long as the employee pays their portion of their contributions. Failure to pay the contributions on at least a monthly basis will result in coverage being cancelled and COBRA will not be offered and upon return to active employment the employee will have to wait for open enrollment to re-enroll.

6. The employee must obtain a medical clearance from their personal physician/Worker Compensation physician and from the Company Medical Officer to return to work. The employee will be re-instated in the classification from which he/she left provided there is an open position. Should there be no opening, the employee may bump into classification that they have seniority in or is eligible and qualified for, based on seniority. The junior employee with no open position to be placed in will be laid off.

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

7. The Company Medical Officer is the certified Company representative solely responsible and accountable for providing initial and continuing assessments of employee's fitness for duty. Medical assessments may be made with collaborative consultation with physician specialists and family doctors and may include referrals to such physicians. However, the Company Medical Officer is responsible for making the final determination of the individual's physical and psychological capacity to perform work and return to duty, with or without temporary or permanent work limitations or restrictions.

C. <u>Non-occupational Disability</u>

1. An employee may be granted a leave of absence for the period of non- occupational disability upon approval of the short term disability carrier (see Benefits).

2. Family & Medical Leave will run concurrently with Non-Occupational Disability.

3. PTO does not accrue during a non-occupational disability leave of absence including the company paid disability payment period – the employee is considered on leave of absence and not active. PTO cannot be cashed out while on leave. Continuation of health benefits for employees on leave shall be in accordance with the terms and conditions set forth in the Plan documents. Eligibility for coverage will be reinstated when the employee returns to work.

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

   The Company Medical Officer is the certified Company representative solely responsible and accountable for providing initial and continuing assessments of employee's fitness for duty. Medical assessments may be made with collaborative consultation with physician specialists and family doctors and may include referrals to such physicians. However, the Company Medical Officer is responsible for making the final determination of the individual's physical and psychological capacity to perform work and return to duty, with or without temporary or permanent work limitations or restrictions.

5. There is no guarantee that the employee's job will be available upon return from non-occupational disability leave of absence (if outside of FMLA). The Company will place the employee into an open position within the employee's classification, if available. Should there be no opening, the employee may bump into classification that they have seniority in or is eligible and qualified for, based on seniority. The junior employee with no open position to be placed in will be laid off.

D. <u>Family & Medical Leave of Absence</u>

1. An employee may be granted an unpaid leave of absence under the Family & Medical Leave Act (FMLA) by meeting the eligibility requirements and requesting and supplying the required documentation to the Company within the required time periods as stated by the Act.

2. FMLA is an unpaid leave of absence. The employee may elect to use PTO during a FMLA leave. If the FMLA leave is concurrent with disability leave, the employee may receive disability payments.

3. PTO does not accrue during a FMLA leave of absence including if the employee is receiving PTO or disability payments – the employee is considered on leave of absence and not active. PTO cannot be cashed out during FMLA leave.

4. FMLA is 12 weeks of leave within a rolling 12 month period for purposes defined by the Act. Any time exceeding this 12-week period must be approved as a personal leave of absence.

5. Continuation of benefits for employees on leave of absence shall be in accordance with the terms and conditions set forth in Benefit Plan documents**.** COBRA will be offered when required by law.

6. Occupational and non-occupational disabilities will run concurrent with FMLA.

7. Employees approved for intermittent FMLA shall notify their supervisor prior to the leave or as soon as possible. Such FMLA time must be recorded on timesheets**.**

E. Military Leave

1. A leave of absence will be granted to an employee who voluntarily or involuntarily enters the military service. See HR Policy FBP-HR-POL-00041, Military Service, for specific details.

2. PTO does not accrue during a military leave of absence and PTO cannot be cashed out while on leave. Continuation of health benefits for employees on leave shall be in accordance with the terms and conditions set forth in Benefit Plan documents and Uniformed Services Employment and Reemployment Rights Act (USERRA). COBRA shall be offered when required by law.

3. An employee who returns from Military Leave as required by the USERRA will be placed in the position that he/she would have attained but for their Military service.

   However, there is no guarantee that the employee's position will be available upon return from Military leave of absence (outside of any legal protections). The Company will place the employee into an open position within the employee's classification. Should there be no opening, the returning employee may bump into a position within classification, if available, based on seniority. The junior employee with no open position to be placed in will be laid off.

F. Administrative Leave

1. An Employee may be placed by the Company on an administrative leave due to various issues to include: not meeting clearance requirements, certain disciplinary issues, and may be last step before termination.

2. Administrative Leave must be requested through Labor Relations and approved by the division manager and the Deputy Site Project Manager.

3. Administrative Leave shall not exceed one year. At one year, the employee shall be terminated from the company.

4. PTO does not accrue during an administrative leave and PTO cannot be cashed out during the leave. Continuation of benefits for employees on leave shall be in accordance with the terms and conditions set forth in the Plan documents and COBRA will be offered when required by law.

5. There is no guarantee that the employee's job will be available upon return from administrative leave of absence. The Company will place the employee into an open position within the employee's classification, if available. Should there be no opening, the employee may bump into a classification that they have seniority in or eligible and are qualified for. The junior employee with no open position to be placed will be laid off.

G. Union Official – Full Time Leave of Absence

1. Upon written request made by the Union to the Company in a reasonable period in advance, an employee certified by the Union to be a full-time Union official shall be granted a leave of absence without pay to engage in work pertaining to the business of the union. The number of employees granted such leaves of absences shall not exceed one (1) at any time.

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

3. PTO does not accrue during a Union Official leave of absence leave and PTO cannot be paid out. Health, life and disability insurance will remain in place to the end of the month following the month of the start of the leave providing the employee timely pays for their portion of their contributions. COBRA will be offered for medical, dental, vision and flexible spending providing the employee has kept the coverage in place. Life insurance conversion will be offered. If the employee is on COBRA, coverage will be put back into place upon return from leave or the employee will have to wait for open enrollment to re-enroll in medical, dental, vision and supplemental life coverages.

H. Funeral Leave

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

2. An employee may choose to take the maximum funeral leave through use of PTO, if sufficient balance is available, or time off without pay.

Section 3 – Absence Notification and Return to Work

A. Absence Notification

1. An employee is responsible for notifying the Company, in advance, if possible, when unable to report for work as scheduled, including the reason thereof. The employee is responsible to provide and submit any required paperwork to support and justify requested type of leave.

2. An employee who is absent from work for five (5) successive scheduled work days without notifying the Company and providing documentation shall be considered to have resigned voluntarily.

3. Employee on leave of absences that require documentation shall provide that documentation needed to validate the leave of absence. Failure to timely provide required documentation will result in delay of approval and possible denial of leave request. Undocumented absences will be reviewed per the discipline attendance policy.

B. Processing Out for Leave of Absence

Employees going out on a leave of absence may be scheduled for an exit interview with Human Resources on the employee's last day of work prior to commencing the leave. The objective of the exit interview is to give the employee a leave of absence letter, explain the status of benefits while on leave of absence, and ensure final timesheet is completed.

1. An employee on a leave of absence may be required to turn in all security identification.

C. Return to Work from a Leave of Absence.

1. An employee shall notify his/her supervisor and Labor Relations of their return from leave of absence as soon as date is known.

2. For disability leaves, the employee must obtain and provide to the STD provider (if non-occupational leave of absence) and FBP medical doctor a release to work from their physician and be cleared fit for duty to perform the essential functions of their job by the Company Medical Doctor.

3. Qualified or certified individuals must also be cleared by medical examination prior to returning to work following any illness or injury which keeps the person from performing their duties for a period exceeding one month. The employee is to notify HR, the Nuclear Operations Manager and the Training Manager prior to return to work for instructions.

4. When a qualified or certified individual has been absent from duties for greater than 3 months, but less than 12 months, selected retraining, including written and oral examinations and operational/performance evaluations, as deemed necessary; must be given prior to reassignment of duties. The qualification or certification based date remains the same as it was before the absence. The employee is to notify HR, their manager, and the Training Manager prior to returning to work.

5. When a qualified or certified individual has been absent for greater than 12 months, comprehensive written and oral examinations and operational/performance evaluations as required must be given to determine weak areas. Retraining and reexamination is required in areas of weakness, and upon successful completion, a new qualification or certification date may be established. The employee is to notify HR, their manager and the Training Manager prior to returning to work.

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

7. Any return to active employment is dependent upon work and the position being available. The Company will make every reasonable effort to place the employee in their former positions. Federal and/or state law may require that the employee be returned to their same or similar position upon return from leave.

8. If the former position is not available, the Company will attempt to place the employee in the classification in which he/she left. If a position is not available in which he/she left, the employee may bump into a classification that they have seniority in or eligible and are qualified for. The junior employee with no open position to be placed will be laid off**.**

   Where a reasonable accommodation is required by state or federal law and the former or equivalent position is not available, the Company will consider placing an employee returning from an authorized leave of absence in an open position other than the employee's former or equivalent position if they are qualified for the position.

ARTICLE XI - HOURS OF WORK

Section 1 – Definitions

A. Workday - The 24-hour period beginning at 00:00.

B. Workweek - The 7-day period beginning at 00:00 Monday.

C. Seventh (7th) Consecutive Day - The 7th consecutive workday in the workweek (i.e., the 24-hour period beginning at 12:00 midnight on Saturday).

D. Working Schedule - The hours of shifts to be worked by employees and the day or days on which such shifts are to be worked.

E. Common Shifts - Management may establish shifts and assign employees to these shifts as necessary in terms, consistent with this Article. The most common shifts for the bargaining unit employees will be consistent with providing the necessary support for the respective operating and project work units. These shifts include, but are not limited to:

   1. Normal 12 hour rotating shifts are 7AM to 7PM and 7PM to 7AM

   2. Normal day shift hours for 10 hours shifts include start and end times between 6:30 AM and 5:30 PM.

   3. Normal 8 hours shifts include 7 AM to 3:30 PM and 8 AM to 4:30 PM.

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

F. Staggered Shifts - The Company may stagger starting and stopping times within a shift for efficiency of operations and project support.

G. Notification of Change - The Union shall be notified in advance when possible, of any extended change in the present working schedule. However, the provisions of this Contract shall not be considered as a guarantee by the Company of a minimum number of hours per day or per week or pay in lieu thereof, nor a limitation on, the maximum hours per day or per week which may be required to meeting required conditions except for item H in this Section

H. Limitations of Hours. FBP employees are limited to work and be paid for no more than 16 hours in any 24 hour period, no more than 26 hours in any 48 hour period, and no more than 72 hours in any 7 day period, excluding shift turnover (except during an emergency).

I. Wash-up/Clothes Change – All employees shall be ready to work at the start of their shift. Employees assigned to jobs where coveralls are required will be allowed sufficient time, in most cases not to exceed eighteen (18) minutes, for wash-up and/or clothes change activity to be taken at the end of the shift unless otherwise permitted.

Section 2 - Standard Workday-Workweek

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

1. The starting time and quitting time will be decided by the Manager.

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

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

4. When a week with a scheduled holiday occurs, those scheduled on a ten (10) hour shift work a new modified holiday schedule will be changed to two (2) 10-hour shifts, one (1) 12-hour shift and 8-hours holiday pay, all paid at straight time.

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

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

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

Section 3 - Overtime or Premium Payments

A. Overtime Compensation

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

   Hours worked on a Holiday will be paid up to a maximum of 8 hours at straight time in addition to the normal Holiday pay.

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

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

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

   Overtime hours worked on the 5th and 6th consecutive days in a work week will be paid at the one and one-half (1 ½) time base rate. Overtime hours worked on the 7th consecutive day will be paid at two (2) times the base rate.

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

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

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

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

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

A meal allowance will be paid to employees working overtime 4 hours or more.

Section 4 – Holidays

A Eleven Holidays

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

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

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

ARTICLE XII – PAID TIME OFF (PTO)

Paid Time Off (PTO) is provided to eligible employees for leisure time off, personal time off, time off due to illness or injury not covered by disability leave (i.e. Short Term Disability (STD) or Worker's Compensation), family emergencies, medical/dental appointments, bereavement, and facility closure due to inclement weather or natural emergency conditions. Paid Time Off (PTO) can also be used to supplement pay during the waiting period of an approved STD waiting period, or prior to any approved personal unpaid leave of absence. Holidays are paid time off, as well, but are not counted as part of the accrual for PTO. Eligible employee is a regular full-time employee (40 hr. /wk.).

1. PTO is paid at the employee's base hourly rate.

2. PTO Accrual is based on the employee's recognized service credit date and is accrued on a weekly basis. The accrual rate is based on the following schedule.

Years of Continuous Service	PTO Accrual – Hour Per Week	PTO Accrual – Hours Per Year
Hire to 1st year Anniversary	2.31	120
1st year to 2nd Anniversary	2.6	135
2nd year to 3rd Anniversary	2.92	152
3rd year to 4th Anniversary	3.08	160
4th year to 5th Anniversary	3.28	171
5th year to 7th Anniversary	3.38	176
7th year to 10th Anniversary	3.54	184
10th year Plus	3.85	200

3. Accrual rates change the week following the employee's milestone anniversary as set forth in the schedule. For example: Anniversary date is March 15, 2013. The week following March 15, 2014, the employee's first anniversary, the accrual rate would change from 2.31 hours per week to 2.6 hours per week.

4. PTO accruals are based on hours actually worked. There shall be no PTO accrued for any unpaid time off or during periods of absence for Short Term Disability (STD) and Long Term Disability (LTD).

5. Salary paid as PTO is not considered eligible compensation for 401k Enhanced Contribution.

6. PTO does not count towards overtime.

7. PTO will not be advanced except during the first four months of employment. Within the first four months of employment, PTO may be advanced up to 40 hours with the approval of the employee's manager, the appropriate Director and a Manager of Human Resources & Labor Relations prior to the PTO being taken. Once approved, the appropriate forms will be submitted to Payroll. Employees who have been granted advance PTO must agree to repay FBP in the event they terminate employment prior to the accrual of sufficient PTO to offset the advance. The employee must complete and sign the *Advance PTO Request /Repayment Agreement* (FBP-HR-POL-00005-F01). Employees are not permitted to go into a negative PTO status after the first four months of employment. PTO taken in excess of the PTO accrued can result in progressive disciplinary action up to and including employment termination.

8. PTO may be taken in no less than one-half (0.5) hour increments.

9. Accrued PTO must first be used before unpaid time, including unpaid leave of absence, is granted with the exception of the short term disability waiting period.

10. PTO is to be requested and approved in advance by the employee's supervisor. In cases of absences due to accident, illness, or emergencies; notification to the employee's supervisor is required as soon as possible. Excessive absences, especially with little or no notice may cause disciplinary action to include termination.

11. The planning and progress of work and staffing must be considered in granting any PTO request. This consideration may result in the denying of a PTO request or limiting the number of personnel on a crew or on a shift that can be off at one time.

12. The Company may require that PTO for illness or accidents be supported by proper medical evidence.

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

14. A maximum of 240 PTO hours may be rolled over to the following calendar year. Any hours in excess of 240 as of the end of the December accounting month will be paid out before the end of January of the following year at the employee's base hourly rate of pay in effect at the last calendar day of the year.

15. All PTO hours accrued at the time of separation from the Company will be paid upon the employee's separation. Separation is defined as when the employee is laid off, released, resigns, retires, dies or is discharged.

16. Neither PTO nor holidays can be used to extend a termination date.

XIII – REDUCTION IN FORCE

Section 1 – Involuntary Reduction In Force

1. The Company may have reductions in force based on changes in budget and scope.

2. In addition, employees may be granted an involuntary reduction in force when returning from an approved eligible leave of absence and no positions are open after seniority review or if the employee cannot return from work due to a non-occupational or occupational illness or injury.

3. Severance shall be paid per the Severance Schedule below for involuntary layoffs on account of a reduction in force.

4. Severance shall be paid as a lump sum, unless employee opts for recall rights which will result in severance payments on a weekly basis.

Section 2 – Voluntary Reduction In Force

1. In an involuntary reduction of force, any employee within the classification having more seniority than the employees scheduled to be laid off may accept a voluntary layoff to thereby reduce the personnel units otherwise scheduled to be laid off. The employee shall submit request in writing and sign any required waivers and releases. An employee who accepts a voluntary layoff in this instance will be paid severance according to the schedule below.

2. Should more employees volunteer than the number of scheduled reductions, those employees having more seniority will be selected.

3. The number of employees permitted to accept a voluntary layoff from any classification shall not exceed the number scheduled to be laid-off from such classification.

4. A voluntary layoff may be with or without recall rights, at the employee's option.

5. The Company may also offer a Voluntary Separation Program (VSP) as part of an approved Workforce Restructuring Plan. If P&T classifications are identified for reduction, employees in those classifications may be eligible to participate in the VSP. The Company will notify the Union of the pending reduction in force and if a VSP will be offered and which classifications will be eligible to participate. Should a VSP be offered to the P&T Unit, the terms and conditions offered shall be as good as or better than the provisions specified in this Agreement.

6. The Company may offer an enhanced severance schedule through the VSP; this will be offered to employees who apply for and are approved for the VSP.

7. Employees wishing to volunteer under a VSP must receive and complete the written application and sign the Release and Waiver forms and any other forms required under the Program. Denial to sign the forms will negate participation in the VSP.

Section 3 – Severance Schedule

To be eligible for severance, the employee must be (1) involuntarily laid off with or without recall rights through a reduction in force, (2) accepting a voluntary layoff to thereby reduce the personnel units otherwise scheduled to be laid off, or (3) returning from an approved eligible leave of absence and no positions are open after seniority review or if the employee cannot return from work due to a non-occupational or occupational illness or injury.

1. Severance Schedule

Service	Allowance
3 months but less than 5 years	80 hours
5 years but less than 20 years	160 hours
20+ years	240 hours

2. Calculation of severance payment shall be based on the employee's base hourly rate at the time of layoff.

3. Severance payments are not eligible for 401k match or Enhanced Contribution. The time paid is not eligible for PTO accrual.

4. Employees must complete at least six months of accredited service in their final year of employment to receive severance pay for that year. Service shall be based on date held in the system; those employees who have transitioned from LPP or USEC or prior companies as stated in the Prime Contract shall have service credit based on the contractual terms. Paid Time-Off (PTO) may not be used to extend this period; and any PTO in an employee's account will be paid out after termination from the company.

5. Service credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE-reimbursed contract. An employee on layoff who is recalled and subsequently laid-off will have his/her layoff allowance computed based on his/her most recent recall date plus any unused portion of previously earned severance. An employee who was involuntarily laid off paid lump severance and subsequently recalled before end of the severance period shall pay back the severance representing weeks left in period.

6. Notice of impending involuntary termination on account of a reduction-in-force may be given up to two weeks in advance of the effective date of the termination.

ARTICLE XIV – BENEFITS

Section 1 - Employee Health & Welfare Benefit Plans

A. Employee Health & Welfare benefit plans shall include the following:
   1. Portsmouth D&D Health Plans, Incumbent and Basic
   2. Portsmouth D&D Dental Plan
   3. Portsmouth D&D Vision Plan
   4. Basic Life and AD&D Plan
   5. Short Term Disability Plan
   6. Long Term Disability Plan
   7. Supplemental Life Plan
   8. Flexible Spending Accounts
   9. Employee Assistance Plan (EAP)
   10. Business Travel
   11. ETTP Employer Welfare Plan A – Salaried (MEWA)
   12. Critical Care Health Insurance Plan

All Plan Documents and applicable amendments are incorporated in this Contract by reference. The following sections of this Article outline the primary provisions of the primary Plans, but the plan policy/certificates provide the coverage details and guidance and are binding. Notwithstanding provisions contained in any benefit plan document or certificates or actions by law; the Company shall not eliminate any benefit plans or programs subject to availability of such plans or programs or change in law and regulations, unless the Company notifies and bargains with the Union in accordance with applicable federal and state law.

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

- Establish quarterly Benefits Review Meetings to review the Health and Welfare plans' recent cost experience. The 401k Plan and Plan funds' performance will also be discussed.
- Make no changes to the Health Plans in 2017.
- Provide the same Health Plan options for this unit that are negotiated for the USW hourly D&D Unit, which may be bundled with Dental, Vison or other Plans, effective January 1, 2017 and beyond. All other benefits plans and options, if any, listed above will also be the same as for the USW D&D Unit except for the Short Term Disability Plan and Salaried MEWA. This includes only the benefits plans listed and options, if any, and does not include any other provisions addressed in this Agreement such as PTO accrual or other eligibility provisions covered specifically herein.
- Establish an optional annual re-opener to this Agreement, exclusively for the purpose of discussing Health Plan options should the total Plan premiums be projected to increase over 12% in the upcoming year, or should the Plan exceed the Patient Protection and Affordable Care Act (PPACA) thresholds that would trigger excise tax payments. Agreement on the revised Plan(s) shall be completed to permit adequate time for enrollment. Under no circumstances will the Health Plans be of such design to incur any PPACA excise tax.

The Company shall be allowed to change plan design features of the Life insurance, Short Term Disability, and Long-Term Disability Plans of equivalent actuarial benefit value levels. The Company shall notify the Union at least 30 days prior to the announcement of the plan changes in advance of the annual benefit open enrollment period and will provide the plan details and justification of the changes for informational use. Benefit plan changes or modifications are not subject to the grievance/arbitration procedure.

B. <u>Health Benefits Programs</u>

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

1. A PPO medical plan will be offered to full-time employees. The Incumbent Plan and the Basic plan option are currently in place for 2017. Employees shall share in the cost of the plans and shall follow the same premium share schedule as the salaried employees.

2. A Dental Plan will be offered to full-time employees. Employees shall share in the cost of the plans and shall follow the same schedule as the salaried employees.

3. A Vision Plan will be offered to full-time employees. Employees shall share in the cost of the plans and shall follow the same schedule as the salaried employees.

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

5. Eligibility for the health benefit programs will be full-time employees, covered the first of the month after hire, and must have worked at least one day.

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

C. Life Insurance

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

1. The Company will purchase, at the employer's expense Basic Life and AD&D coverage of one (1) times annual base earnings to a maximum of $200,000, through each plan. Coverage amount may be reduced beginning at age 70 and may be further reduced at later ages, based on policy in place.

2. Accidental Death & Dismemberment benefits will be provided based on the Carrier schedule.

3. Eligibility for the Basic Life, AD&D, and supplemental life programs will include non-grandfathered full-time employees, covered the first of the month after hire, and require the employee to be active at work the first day of coverage.

4. Continuation of coverage while on leave of absence or upon termination of employments shall be in accordance with the terms and conditions set forth in the Group Life Insurance Certificate.

D. Short Term Disability – Non-Occupational Disability

Short Term Disability (STD) benefits will be provided for non-occupational illnesses or injuries expected to last more than seven (7) days. The Company agrees to contract at its expense with an insurance Carrier to provide a short term disability plan substantially equivalent to provisions outlined below.

1. Eligibility for STD will include grandfathered and non-grandfathered full-time employees, covered the first of the month after hire, and require employees to have worked at least one day.

2. STD shall run concurrently with Family & Medical Leave (FMLA).

3. Written notice of a claim must be provided to the Carrier within 31 days, or as soon as reasonably possible and employee shall also provide Carrier with required documentation to certify the absence is due to a legitimate non-occupational illness/injury. Carrier is solely responsible for making determinations regarding employee qualification for benefits under this policy.

4. An employee will be considered disabled if, based solely upon illness or injury, he/she is unable to perform the material duties of his/her regular job and is unable to earn 80% or more of their covered earnings.

5. The employee is to provide a release to the Carrier to allow the Carrier to share pertinent information with the Company.

6. Non-occupational disability payments shall not be made for any disabilities caused by, contributed to by, or resulting from:
   a. Any period of incapacity during which the employee is not under treatment by a licensed or practicing physician.
   b. Any period of incapacity during which the employee fails to supply requested and required paperwork to the Carrier for determination of disability.
   c. Occupational illness or injury.
   d. Intentionally self-inflicted illness or injury.
   e. Active participation in a riot.
   f. Loss of a professional license, occupational license or certification
   g. Commission of a crime for which the employee is convicted
   h. War, declared or undeclared
   i. Any period for which the employee is incarcerated.

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

8. There will be a seven (7) day waiting period for any certified non-occupational disability, during which no payment shall be made.

9. The Company and the Union agree that an employee may at his/her option utilize his/her Paid Time Off (PTO) for any portion of the waiting period. The employee shall still be considered on a disability leave of absence and not active at work.

10. STD shall be in place up to 26 weeks as long as the illness/injury is a certified disability.

11. Excluding the seven (7) day waiting period, the amount of disability payments shall be:

8th day through 26th week of disability	The same as salaried employees but not less than 60% of base pay

12. The payment shall be based on the base hourly rate for base scheduled hours not to exceed eight (8) hours per workday – 40 hours/week. An employee on short disability leave will revert to an 8/hr. day 40/hr. week schedule during the leave.

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

14. Short term disability payments are not considered compensation for purposes of the 401k match or non-elective 401k, and employees do not accrue PTO while on short term disability.

15. Should the Carrier determine the disability no longer exists, the employee is expected to notify Human Resources and Medical of their ability to return and set up a fitness for duty exam. The employee is to provide the doctor release to work to Medical and Human Resources. Failure to notify the Company and return to work upon release of the Carrier and physician shall be considered an unreported absence subject to disciplinary action up to and including termination.

16. Any pay changes that would have occurred while on short term disability will become effective upon return to work.

E. Long Term Disability

The Company agrees to contract with an insurance Carrier to provide a Long-Term Disability plan substantially equivalent to provisions outlined below.

1. Eligibility is full-time employee, non-grandfathered and grandfathered, effective 1st day of the month after hire and requires the employee to be actively at work.

2. 180 day elimination (waiting) period, benefits begin after elimination period which is when STD benefits are concluded.

3. The employee must provide certification of disability to Carrier's standards.

4. Pays 60% of monthly base earnings, to maximum benefit of $7500.

5. Maximum period of benefits are up to age 65, reduced period if disability commences at age 60 or above, as long as employee remains certified as disabled, per terms of policy.

6. Benefits for disabilities due to mental illness and self-reported symptoms will be limited to an accumulative 24 month lifetime period.

7. Exclusions are disabilities caused by, contributed by, or resulting from intentionally self-inflicted injuries, active participation in a riot, loss of a professional license, occupational license, or certification; pre-existing condition; war – declared or undeclared; any period of incarceration while disabled.

8. Recurrent disability is defined as a current disability which can be attributed to a prior claim if claimant was continuously insured and the recurrent disability occurs within 6 months from end of the prior claim.

9. Offsets include any amounts received from workers' compensation law/occupational disease law/law with similar intent; any other disability payments, Title 46, pension payments, social security and other similar payments as described in policy.

10. Should the Carrier determine the disability claim based on a physician's documentation is complete, the employee is expected to notify Human Resources and Medical of their ability to return and set up a fitness for duty exam. The employee is to provide the doctor release to work to Medical and Human Resources. Failure to notify the Company and

return to work upon release of the Carrier and physician shall be considered an unreported absence subject to disciplinary action up to and including termination.

11. Company Service ceases upon LTD initiation, and PTO no longer accrues. If the employee is medically cleared to return to work prior to termination of employment and remains at work (no subsequent leave) for a period of 1 year, prior company service will be reinstated. Non-grandfathered employees shall be terminated two (2) years after commencement of disability (beginning of STD).

F. Other Benefit Programs

The Company shall offer Flexible Spending Accounts (as long as it is viable to offer due to participation levels), Business Travel coverage, and an Employee Assistance Program at levels determined by the Company or in accordance with applicable federal and state law or DOE directive. The Company may offer other voluntary benefit programs to employees; these plans will not be bargained, but may be available for participation by union employees.

G. Benefit Programs for "Grandfathered" Employees

"Grandfathered" employees are individuals who meet the definition of grandfathered as described in the East Tennessee Technology Park (ETTP) plan documents. UCOR currently administers the MEWA plans that include medical, dental, vision, basic life and supplemental life insurance. Grandfathered employees will participate in the ETTP Multiple Employer Welfare Arrangement (MEWA); Plan A. Grandfathered employees will participate in the Company's short term disability plan, long term disability plan, flexible spending accounts, employee assistance program, and business travel. Employees shall share in the cost of the plans and shall follow the same schedule as the salaried employees. Changes to the plans generally made to be compliant with federal and state law, to include the Patient Protection and Affordable Care Act (PPACA) or to be within Department of Energy established cost and value thresholds shall be directed by UCOR with DOE approval and will not be bargained. The Company shall notify the Union at least 30 days prior to the announcement of the plan changes and will provide the plan details.

Section 2 - Employee Retirement Plans

A. Employee Retirement plans shall include the following:

1. Portsmouth D&D 401k Savings Plan
2. ETTP Multiple Employer Pension Plan (MEPP)

All Plan Documents and applicable amendments are incorporated in this Contract by reference. Notwithstanding provisions contained in any retirement benefit plan document or certificates or actions by law; the Company shall not eliminate any retirement plans or programs subject to availability of such plans or programs or change in law and regulations, unless the Company notifies and bargains with the Union in accordance with applicable federal and state law.

The Company shall be allowed to change plan design features of the retirement plans in order to maintain consistent design with plans provided to FBP salaried employees, in order to maintain

equivalent actuarial benefit value levels, or to be compliant with federal and state law, or to be within Department of Energy established benefit cost and value thresholds without bargaining with the Union. The Company shall notify the Union at least 30 days prior to the announcement of the plan changes/in advance of the annual benefit open enrollment period and will provide the plan details.

B. 401k Savings Plan

All employees (grandfathered and non-grandfathered) are eligible to participate in the Company 401k plan. The Company, based on federal and state regulations, shall govern the plan design to include the amount an employee may contribute, the formula for Company matching contributions, the investment options and all other administrative aspects of the 401k Savings Plan. Eligibility shall be to full and part-time employees (excludes temporary, interns and co-ops) on the first of the month after hire date.

C. 401k Savings Plan Non-Discretionary (Enhanced) Contribution

Non-grandfathered employees, those not participating in the ETTP Multiple Employer Pension Plan (MEPP), will be eligible for non-discretionary company contribution of 5.8% based on applicable base hourly rate (no shift differential), on hours worked to include overtime hours. Paid Time Off, lump sum payments, holidays, fringe benefits, disability pay, bonuses, incentives, and similar compensation will not be considered eligible compensation. The contribution percentage/amount will be determined by the Company annually prior to the beginning of the calendar year and will be consistent with the contribution percentage provided to FBP non-grandfathered salaried employees. The decision of the amount will be based upon operational budget and available funds, and the Department of Energy established benefit cost and value thresholds. The Company intends to continue the contribution at a viable rate.

D. "Grandfathered" Employees – Multiple Employer Pension Plan (MEPP)

Grandfathered employees are individuals who meet the definition of grandfathered as described in the ETTP Multiple Employer Pension Plan (MEPP) Plan Document. Grandfathered employees will participate in the MEPP and be eligible for the employer matching portion of the Portsmouth D&D 401k Savings Plan. Grandfathered employees are not eligible for the Enhanced Contribution. UCOR currently administers the ETTP MEPP. Changes to the plans generally made to be compliant with federal and state law, or to be within Department of Energy established benefit cost and value thresholds shall be directed by UCOR with DOE approval and will not be bargained. The Company shall notify the Union at least 30 days prior to the announcement of the plan changes and will provide the new plan details.

Section 3 - Clarification Regarding Eligibility, Participation, or Retroactive Service Credit Grants under the MEPP, MEWA or Associated Retiree Plans

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

Understanding or Agreement between LATA/Parallax or USEC and the USW; or any other related agreements between LATA/Parallax or USEC and the USW.

2. Nothing in Article XIV Benefits – shall be construed as an imposition upon, or an agreement by, the Parties to implement a bargaining unit transition agreement (BUTA) for which no employment deadline is specified.

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

   The Parties further agree that if the ETTP Pension Plan for Grandfathered Employees (MEPP), the ETTP Health and Welfare Benefit Plan for Employees of UCOR and Select DOE Contractors (MEWA), or associated retiree plans in addition to that which exists immediately prior to the date of employment by Fluor-BWXT Portsmouth are specifically amended to provide for additional eligibility, participation or retroactive service credit grants after the date of employment by Fluor BWXT Portsmouth, or other benefit changes approved by UCOR or DOE, this bargaining agreement shall be implemented consistent with the amended provisions, the terms and conditions of FBP's Contract with the DOE, and any related agreements that may be agreed to as part of this collective bargaining agreement.

ARTICLE XV – MISCELLANEOUS

Section 1 - Payday

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

Section 2 - Non-Discrimination

All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, religion, color, national origin, status as a disabled or Vietnam era veteran, age, sex, marital status, sexual orientation, or the presence of a disability, except in those instances where age, sex, or the absence of a disability may constitute a bone fide occupational qualification. Administration and application of the agreement that is not a contravention of federal or state law shall not be considered discrimination under this Article.

Notwithstanding any other provisions of Article VIII, a grievance alleging a violation of this Article shall be subject to the grievance and arbitration procedure of Article VIII only if it is filed on behalf of and pertains to a single employee. Class grievance under this Article shall not be subject to the grievance and arbitration procedure under this Agreement.

Section 3 – Written Notice - Policy Changes

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

Section 4 – Educational Assistance

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

Section 5 – Definition - Days

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

Section 6 - Subcontracting Work - Contract Labor

The Company and the Union recognize that FBP Contract Labor personnel are a practical and flexible source of skilled labor that allows FBP to acquire professional and technical support in a timely manner to meet the needs of the changing requirements of Project work. The use of FBP Contract Labor permits rapid expansion and contraction of the workforce, and more timely access to certain critical skills. The parties recognize that requirements for experienced FBP Contract Labor must be balanced with the need to develop, build, and maintain the FBP experience base and to support a mutual objective of workforce stabilization by minimizing employee layoffs. The Company agrees that the number of direct hire employees in each of the represented groups in the Professional and Technical Unit shall not drop below the number of FBP employees at the time of ratification, as long as there are contract labor resources (CLR) employed in the respective groups.

Section 7 – Savings Clause

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

Section 8 – Job Descriptions

The job descriptions of the classifications listed in Appendix A which were in place on the respective dates of organization of each group by the USW are the agreed upon job descriptions for the P&T Unit. They describe in general terms, the core duties, responsibilities and job content of each classification.

A Joint Classification Committee composed of three (3) members each from the Company and the Union is established. This Committee shall evaluate and approve the following during the term of this Agreement:

- new classifications,
- modifications - including classification consolidation, additions or deletion of work scope/tasks to classifications, and
- rate evaluations - subject to final approval by management

New classifications or changes to existing classifications will require the approval of at least two (2) committee members representing each party.

Section 9 - Retention Incentive Plan

A. The Retention Incentive Plan (Plan) is designed to facilitate the retention of critical resources in times when FBP is experiencing difficulty recruiting and retaining the planned number of resources required to complete project work safely and efficiently. At the time of ratification of this Agreement, the Plan applies only to employees in FBP RCT and NDA classifications. The Plan is intended to apply to both incumbent employees in these classifications during the first four (4) years of the initial Agreement for the P&T Unit and new hires into these classifications during the first two (2) years of the Agreement. The implementation date of the Plan for a participating employee will be either the date of ratification of the Agreement (for incumbents) or the date of hire, whichever is later.

B. Employees hired during the first two years of the initial Agreement for the P&T Unit are eligible to participate in the Plan and will receive a prorated retention incentive value and retained payment based on date of hire. Employees hired after the first two years of the Agreement are not eligible to participate in the Plan.

C. In addition, the Plan is not continuous, i.e. assumed to automatically continue beyond the term of the initial Agreement for the P&T Unit. Continued implementation of the Plan beyond the term of the initial Agreement for the P&T Unit is subject to mutual agreement based upon the Company's determination that continuation of the Plan is required. Similarly, any implementation of the Plan for classifications other than FBP RCT and NDA classifications is subject to mutual agreement based on the Company's determination that it is experiencing difficulty recruiting and retaining the required number of resources in those specific classifications.

D. The Plan is designed to accrue a retention incentive of $1,250/year and provide a payout of $2,500 at the end of a two-year period. Participating employees will start accruing for a second two-year period after the initial payout.

E. The retention incentive value and the retained payment are determined as set forth in the table below. However, for employee hired during the first two years of the Agreement, the employee's first year incentive will be pro-rated on number of months he/she was employed during the year in which he/she was hired.

Retention Incentive Plan		
1. **Year #**	**2.** **Retention Incentive** **Value**	**3.** **Retained Retention Incentive** **Paid at End of Retention Period**
Year 1	**$1,250.00**	
Year 2	**$1,250.00**	**$2,500.00**
Year 3	**$1,250.00**	
Year 4	**$1,250.00**	**$2,500.00**
Total Incentive		**$5,000.00/person**

F. The retention incentive would be paid upon completion of each retention period. To receive payment of the retained Retention Incentive, the employee must have been employed by FBP continuously and be employed on the date the incentive is paid.

G. If the accumulated period of time that an employee is on an approved Leave of Absence exceeds 12 weeks within a Plan year, no incentive will be earned for that year, with the following exceptions:

- Extended periods of voluntary Leave without Pay as made available to employees in certain circumstances approved by the FBP Site Project Manager, will not negatively impact time accrued for purposes of calculating the retention incentive.

- The accumulated period of time that an employee is on an approved Leave of Absence for occupational disability will not negatively impact time accrued for purposes of calculating the retention incentive.

- The accumulated period of time that an employee is on approved FMLA leave will not negatively impact time accrued for purposed of calculating the retention incentive.

H. If the project requires staff reductions during the project and the employee's position is eliminated, his/her prorated accrued retained incentive will be paid. Specifically, if an employee participating in the Plan is involuntarily laid off as part of an approved Workforce Restructuring Plan prior to the completion of the current two-year incentive period, he/she will receive a payout of $1,250 at termination if he/she has accrued between 6-18 months of service in the period. If the employee has accrued more than 18 month's service in the period, he/she will receive a payout of $2,500 at termination. If the employee has accrued less than 6 month's service in the period, no payout will be made at the time of termination.

I. If the employee voluntarily quits or is terminated for cause, he/she is not entitled to receive, and FBP is not obligated to pay, any of the retained Retention Incentive amounts.

J. If an employee participating in the Retention Incentive Plan elects to participate in a Voluntary Separation Plan as part of an approved Workforce Restructuring Plan, no payout will be made at the time of termination.

K. If an employee participating in the Plan elects to retire, or is subject to a disability termination, no payout will be made at the time of termination.

L. The Plan payouts are considered as income in the calculation of both the 401(k) Match and the NEC, and subject to applicable taxes.

ARTICLE XVI – TERM OF CONTRACT

Section 1 – Effective Date

This contract shall become effective at 12:01 AM August 21, 2017 until 11:59 PM, August 21, 2022 and shall automatically be renewed thereafter from year to year unless written notice is given by either party; sixty (60) days prior to the expiration date that it is desired to terminate or amend the Contract.

Prior to engaging in formal negotiations for the follow-on CBA for the P&T Unit, the parties agree to discuss the option of aligning the contract expiration date with the USW D&D CBA and combining both units within a single collective bargaining agreement.

Notwithstanding the above, this Agreement shall be terminable by the Company in the event the Company shall cease operations at the Portsmouth Plant under Contract DE-AC3010CC40017, as amended. Such termination shall be effective immediately upon the giving of written notice thereof to the Union.

Section 2 – Renegotiation Notice

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

USW
60 Boulevard of the Allies
Pittsburgh, PA 15222

Fluor BWXT Portsmouth LLC
P. O. Box 548
Piketon, OH 45661

Any notification made by the Company should also be sent to the following address as well:

United Steelworkers of America
Sub-District Director 5
United Steelworkers, District 1
13 Triangle Park Drive, Suite 1301
Cincinnati, OH 45246

ARTICLE XVII – WAGE RATE AND PROGRESSION

Section 1 – Wage Rates

The classification wage rate tables are contained in Appendix A for each classification in the P&T Unit. For completeness, annual classification rates in addition to the corresponding hourly rates are listed for all established classifications, even though there may not be an incumbent in the classification.

Section 2 – Annual General Wage Increases (GWI)

Incumbent employees, as of the respective annual effectivity dates, shall receive the annual percentage increases per the following schedule under the following conditions:

- A number of adjustments were made in 2017 to bring all employees in the respective classifications to at least the 2017 classification wage rate. After 2017, employees may not receive any combination of wage increase/lump sum, and/or promotional increase amount totaling more than $10,000 in any calendar year.
- Those employees who are at or above the rate for their classification, are considered “red-circled”, and will receive a lump sum payment, not added to base hourly rate, equal to the GWI percentage of their current salary until they are below the classification rate and eligible for an annual GWI to their base hourly rate.
- In cases where an employee is below, but near the classification rate, he/she will receive a portion of the annual increase added to their base annual rate to reach the annual classification rate, and the remainder in the form of a lump sum payment.

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- 2017 2.25% wage increase 8/21/2017*
- 2018 2.25% wage increase 8/20/2018*
- 2019 2.25% wage increase 8/19/2019*
- 2020 2.25% wage increase 8/17/2020*
- 2021 2.25% wage increase 8/23/2021*

*Note that wage increases are actually effective as soon as practical after CBA ratification or as otherwise agreed upon, and annually on that week thereafter.

Section 3 – Promotion to a Higher Classification

There is no automatic movement to a higher classification within the job family based upon seniority. Promotion to the next level is contingent upon

1) satisfactory or above annual performance in the most recent performance appraisal and
2) successful completion and demonstration of competency/qualification for the next level. Competency standards are defined by management in specified qual plans for the specific classification, and summarized in Appendices B, C, D, and E of this Agreement.

Section 4 – Promotional Increases

Promotional increases will be paid at the time of promotion and increase the base wage rate.

No promotional increases will be made to employees who are above the classification wage rate to which they are being promoted. There will be no lump sum promotional increases.

Employees promoted in some classifications/job families may receive multiple promotional increase payment increments before reaching the full rate for the classification due to the annual increase limit of $10,000. In such cases the subsequent promotional increase payments will be made annually on the anniversary date of the promotion.

For promotional increases spanning more than the year of the promotion due to the $10,000 limit, the GWI will first be calculated based upon the current year's classification salary and then supplemented by the remaining promotional increase payment increments up to the annual limit in years after the promotion.

CONTRACT APPROVAL/SIGNATURE PAGE

This Agreement between the Company and the Union is subject ratification by the membership of Local No. 689 – P&T Unit and to the approval of the USW Workers International Union AFL-CIO and shall be effective only if so approved. These conditions have been satisfied.

IN WITNESS WHEREOF the chosen representatives of the parties to this Contract have hereunto set their hands this 7th day of September, 2017.

Fluor-BWXT Portsmouth, LLC

Dennis Carr, FBP Site Project Manager

Ron Lee, FBP Sr. Director, Labor Relations

Dave Armstrong, FBP Manager, Labor Relations

Jim LaCoste, Sr. Director, Industrial Relations, Fluor Corporation

Karen Bentley, FBP Labor Relations Principal

Tony Meade, FBP HR/LR Generalist Sr.

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers, International Union, Local 689

Leo W. Gerard, International President

Stan Johnson, International Sec-Treasurer

Thomas M. Conway, International V.P. Administration

Fred Redmond, International V.P. Human Affairs

David McCall, Director District 1

Dave McLean, Sub Director

Herman Potter, President Local 689

Mark Veach, Vice President, Local 689

Jeff Fannin, Division I Committeeperson Local 689

Evan Brown, Division II Committeeperson, Local 689

Debbie Thomas, Division III Committeeperson Local 689

APPENDIX A – ANNUAL WAGE SCHEDULE

APPENDIX A – P&T UNIT ANNUAL WAGE SCHEDULE					
CLASSIFICATION	Annual Wage Rates by Classification[1]				
	2017[4]	2018[4]	2019[4]	2020[4]	2021[4]
Buyer I	53,321	54,521	55,747	57,002	58,284
Buyer II	59,594	60,935	62,306	63,708	65,141
Buyer, Sr.	64,598	66,051	67,537	69,057	70,611
Ind. Hygiene Assoc.	66,286	67,778	69,303	70,862	72,436
NDA Tech	49,923	51,046	52,195	53,369	54,570
NDA Tech Sr.	60,660	62,025	63,420	64,847	66,306
NDA Tech, Lead	65,212	66,679	68,179	69,713	71,281
NDA Specialist I	63,000	64,418	65,867	67,349	68,864
NDA Specialist II	68,250	69,786	71,356	72,961	74,603
NDA Specialist III	73,500	75,154	76,845	78,574	80,342
NDA Specialist, Sr.	78,750	80,522	82,334	84,186	86,080
NDA Specialist, Lead	84,000	85,890	87,822	89,797	91,817
Systems Engr. Sr. (NDA)[2]	95,093	97,233	99,420	101,657	103,945
Rad Control Tech, Jr.	45,000	46,013	47,048	48,106	49,189
Rad Control Tech, Sr.	62,500	63,906	65,344	66,814	68,318
Rad Control Tech, Lead	71,400	73,007	74,649	76,329	78,046
Work Control Planner I[3]	60,328	61,685	63,073	64,492	65,944
Work Control Planner II[3]	72,086	73,708	75,367	77,062	78,796
Work Control Planner III[3]	81,549	83,384	85,260	87,178	89,140

[1] Note wage rates escalated by 2.25% annually for each classification after 2017 adjustments; however for years 2018-2021 no combination of an individual's annual wage increase/lump sum plus promotional increase may exceed $10,000 in one calendar year. Therefore promotions in some classifications/job families may result in multiple annual increases before reaching the new higher rate. Promotional increase payments spanning more than one year will be paid annually on the anniversary date of the promotion. Employees exceeding the annual rate will be paid 2.25% of their current salary in a Lump Sum until the annual classification rate is reached.

[2] Includes one Systems Engineer, Sr. assigned to NDA only

[3] Work Control Planner positions reduced from 5 to 3 classifications. Planner I – in training, Planner II -former Planner II, III, and Sr., Planner III – former Planner, Principal

[4] Annual increases/Lump Sums to be paid as soon as practical after ratification then each year thereafter

APPENDIX A – P&T UNIT HOURLY RATE WAGE SCHEDULE					
CLASSIFICATION	Hourly Wage Rates by Classification[1]				
	2017[4]	2018[4]	2019[4]	2020[4]	2021[4]
Buyer I	25.64	26.21	26.80	27.40	28.02
Buyer II	28.65	29.30	29.95	30.63	31.32
Buyer, Sr.	31.06	31.76	32.47	33.20	33.95
Ind. Hygiene Assoc.	31.87	32.59	33.32	34.07	34.83
NDA Tech	24.00	24.54	25.09	25.66	26.24
NDA Tech Sr.	29.16	29.82	30.49	31.18	31.88
NDA Tech, Lead	31.35	32.06	32.78	33.52	34.27
NDA Specialist I	30.29	30.97	31.67	32.38	33.11
NDA Specialist II	32.81	33.55	34.31	35.08	35.87
NDA Specialist III	35.34	36.13	36.94	37.78	38.63
NDA Specialist, Sr.	37.86	38.71	39.58	40.47	41.38
NDA Specialist, Lead	40.38	41.29	42.22	43.17	44.14
Systems Engr. Sr. (NDA)[2]	45.72	46.75	47.80	48.87	49.97
Rad Control Tech, Jr.	21.63	22.12	22.62	23.13	23.65
Rad Control Tech, Sr.	30.05	30.72	31.42	32.12	32.85
Rad Control Tech, Lead	34.33	35.10	35.89	36.70	37.52
Work Control Planner I[3]	29.00	29.66	30.32	31.01	31.70
Work Control Planner II[3]	34.66	35.44	36.23	37.05	37.88
Work Control Planner III[3]	39.21	40.09	40.99	41.91	42.86

[1] Note wage rates escalated by 2.25% annually for each classification after 2017 adjustments; however for years 2018-2021 no combination of an individual's annual wage increase/ lump sum plus promotional increase may exceed $10,000 in one calendar year. Therefore promotions in some classifications/job families may result in multiple annual increases before reaching the new higher rate. Promotional increase payments spanning more than one year will be paid annually on the anniversary date of the promotion. Employees exceeding the base hourly rate will be paid 2.25% of their current salary in a Lump Sum until the annual classification base hourly rate is reached. (Rates rounded to 2 decimal places.)

[2] Includes one Systems Engineer, Sr. assigned to NDA only

[3] Work Control Planner positions reduced from 5 to 3 classifications. Planner I – in training, Planner II -former Planner II, III, and Sr., Planner III – former Planner, Principal

[4] Annual increases/Lump Sums to be paid as soon as practical after ratification then each year thereafter

APPENDIX B – RCT Advancement Process

The Company and Union recognize the need to advance individuals employed as FBP Radiological Control Technician (RCT) Jr. to FBP RCT Sr., and individuals employed as FBP RCT Sr. to FBP RCT Lead positions in order to retain high quality resources and recognize continued development.

Due to the advanced educational and technical requirements in order to become and maintain qualified for RCT positions a qualification (qual) program and process exists for RCTs. The primary steps of the RCT advancement process is referenced here, but governed by the specific qual program documentation as maintained and periodically updated by Radiation Protection Management in order to maintain compliance with all regulatory and programmatic requirements.

1. There is no automatic advancement to a higher classification within the FBP RCT job family based solely upon seniority.

2. Advancement to the next level within the FBP RCT job family is contingent upon;
    a) achieving the required level of experience as defined in the job description of the position into which the individual may advance; and
    b) completion of and passing an Oral Board test administered by the FBP Radiological Protection (RP) Training group.

3. The FBP RP Training Supervisor reviews the individual's training and experience versus requirements and approves the individual to be scheduled for the Oral Board.

4. A three-member panel administers the Oral Board and the Oral Board Chair signs if the individual passes. The Oral Board Chair then forwards the board package result to the FBP Radiological Protection Manager (RPM).

5. The FBP RPM signs signifying that the individual is qualified for the position to which they have been tested to in accordance with FBP's Radiological Protection Program training and qualification process.

6. The FBP RPM or FBP RP Training forwards the record of successful completion (with signatures applied by the FBP RPM, FBP RP Training Supervisor, and the Oral Board Chair) to FBP Human Resources (HR) to complete a change in status.

7. FBP HR then completes the change in employee status related to title and compensation. The effective date of the change in title and compensation will be the beginning of the payroll period after the date of completion of the Oral Board.

8. The qualification standards, training, and testing protocols for each of the respective P&T Unit classifications will be reviewed with the P&T Unit Vice President and a senior qualified bargaining unit member of each of the respective groups to confirm they reflect fair and reasonable requirements for each position. Union recommended changes to such requirements will be provided to line management for validation and those agreed to by management will be incorporated. Periodic or required updates to each of the aforementioned shall be reviewed and evaluated in like manner.

APPENDIX C – NDA Advancement

The Company and Union recognize the need to advance individuals employed in the Non-Destructive Assay (NDA) Specialist positions and the NDA Technician positions in order to retain high quality resources and recognize continued development. Specific positions are as follows:

Table 1 NDA Specialist Ladder

Position Title	FLSA Status
NDA Specialist, Lead	Exempt
NDA Specialist, Senior	Exempt
NDA Specialist III	Exempt
NDA Specialist II	Exempt
NDA Specialist I	Exempt

Table 2 NDA Technician Ladder

Position Title	FLSA Status
NDA Technician, Lead	Non-Exempt
NDA Technician, Senior	Non-Exempt
NDA Technician	Non-Exempt

1. There is no automatic advancement to a higher classification within the FBP NDA job family based solely upon seniority for the positions listed in Table 1 and Table 2.

2. Advancement to the next level within the FBP NDA job family for positions listed in each Table follows:
   a. Table 1 is contingent upon
      (1) achieving the required level of experience as defined in the job description of the position into which the individual may advance;
      (2) meeting the minimum requirements of the latest revision of DOE Order 426.2[1] for "technical support personnel",
      (3) meeting the minimum requirements of the latest revision of the ASTM C1490[2] for "NDA Technical Specialist" and

[1] DOE O 426.2, *Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities*

[2] ASTM C1490, *Standard Guide for the Selection, Training and Qualification of Nondestructive Assay (NDA) Personnel*

(4) completion of and passing a qualification card specific to each increasing level of expertise as delineated in FBP-NDA-PDD-00002[3] and administered by the FBP NDA Training group and the NDA Technical Services Manager.

b. Table 2 is contingent upon

(1) achieving the required level of experience as defined in the job description of the position into which the individual may advance;

(2) meeting the minimum requirements of the latest revision of the ASTM C1490[2] for "Qualified Instrument Operator" and

(3) completion of and passing a qualification card specific to each increasing level of expertise as delineated in FBP-NDA-PDD-00002 and administered by the FBP NDA Training group and the NDA Operations Manager.

3. The FBP Human Resources organization will review the individual's training and experience and approve the individual to be scheduled for the next level qualification training.

4. The NDA Technical Services Manager (for Table 1 positions) will then forward the qualification package result to the FBP NDA Program Manager who will sign signifying that the individual is qualified for the position to which they have been tested to in accordance with FBP's NDA Program training and qualification process. The NDA Operations Manager (for Table 2 positions) forwards the qualification package to the FBP NDA Training organization.

5. The FBP NDA Training organization will forward the record of successful completion to FBP Human Resources (HR) to complete a change in status.

6. FBP HR will then complete the change in employee status related to title and compensation. The effective date of the change in title and/or compensation will be the beginning of the payroll period after the date of completion of the final signature on the qualification card.

7. An incumbent employee attempting to progress from one job group to another (e.g. Technician to Specialist) may attempt to qualify for a promotion to the next level twice before having to wait an additional 12 months before his/her third and each subsequent attempt to qualify.

8. The qualification standards, training, and testing protocols for each of the respective P&T Unit classifications will be reviewed with the P&T Unit Vice President and a senior qualified bargaining unit member of each of the respective groups to confirm they reflect fair and reasonable requirements for each position. Union recommended changes to such requirements will be provided to line management for validation and those agreed to by management will be incorporated. Periodic or required updates to each of the aforementioned shall be reviewed and evaluated in like manner.

[3] FBP-NDA-PDD-00002, *Nondestructive Assay (NDA) Training Program Plan*

APPENDIX D – Work Control Planners (WCP) Advancement Process

The Company and Union recognize the need to advance individuals employed as FBP Work Control Planner I to FBP Work Control Planner II, and FBP Work Control Planner II to FBP Work Control Planner III positions in order to retain high quality resources and recognize continued development.

The primary basis of the WCP advancement process is the number of years of related experience, as defined in the applicable Functional Job Description Overview for the WCP positions. There also are training and practical factor requirements that must be met by all WCPs to become qualified for and maintain qualifications for WCP positions.

The primary steps of the WCP advancement process are referenced here, but governed by the specific qualification card documentation and job descriptions as maintained and periodically updated by Work Control Planning Management in order to maintain compliance with all regulation and programmatic requirements

Advancement to the next level within the FBP WCP job family is contingent upon:

a. Completion of the number of years of related experience, as defined in the applicable Functional Job Description Overview for the WCP position.

b. Being considered fully qualified as a WCP based on completion of requirements defined in the Work Control Planner Qualification Card, as follows:

- WCPs must complete required training modules, required reading, and practical factor requirements within 90 days from date of employment in preparation for completion of an Oral Board exam; and completion of the Oral Board exam and any follow-up actions defined in a Development Plan to be considered initially qualified, as described in the Work Control Planner Qualification Card (Phase I).

- WCPs must complete additional required training modules and required reading within 120 days from date of employment to complete the training program and be considered fully qualified in the position, as described in the Work Control Planner Qualification Card (Phase II).

The qualification standards, training, and testing protocols for each of the respective P&T Unit classifications will be reviewed with the P&T Unit Vice President and a senior qualified bargaining unit member of each of the respective groups to confirm they reflect fair and reasonable requirements for each position. Union recommended changes to such requirements will be provided to line management for validation and those agreed to by management will be incorporated. Periodic or required updates to each of the aforementioned shall be reviewed and evaluated in like manner.

APPENDIX E – Buyer Advancement Process

The Company and Union recognize the need to advance individuals employed as FBP Buyer I, Buyer II, Buyer, Senior positions in order to retain high quality resources and recognize continued development. Specific positions are as follows:

Position Title	FLSA Status
Buyer, Senior	Exempt
Buyer II	Exempt
Buyer I	Exempt

The primary basis of the Buyer advancement process is the number of years of related experience, as defined in the applicable Functional Job Description Overview for the Buyer positions. There also are training and practical factor requirements that must be met by all Buyers to become qualified for and maintain qualifications for Buyer positions.

1. There is no automatic advancement to a higher classification within the FBP Buyer job family based solely upon seniority.
2. Advancement to the next level within the FBP Buyer job family is contingent upon:

    a. achieving the required level of experience as defined in the job description of the position into which the individual may advance; and

    b. completion of and passing an Oral Board test administered by the FBP Buyer Management Team.

3. An incumbent employee attempting to progress from one job level to another (e.g. Buyer I to Buyer II) may attempt to qualify for a promotion to the next level twice before having to wait an additional 12 months before his/her third and each subsequent attempt to qualify.
4. Buyer must complete required training, required reading, and practical factor requirements within 90 days from date of employment in preparation for completion of an Oral Board exam; and completion of the Oral Board exam and any follow-up actions as defined in a Development Plan to be considered initially qualified, as described in Buyer's Qualification Card (Phase I).

The qualification standards, training, and testing protocols for each of the respective P&T Unit classifications will be reviewed with the P&T Unit Vice President and a senior qualified bargaining unit member of each of the respective groups to confirm they reflect fair and reasonable requirements for each position. Union recommended changes to such requirements will be provided to line management for validation and those agreed to by management will be incorporated. Periodic or required updates to each of the aforementioned shall be reviewed and evaluated in like manner

APPENDIX F – Industrial Hygiene Job Family Advancement Process

The Company and Union recognize the need to advance individuals employed in IH Respiratory Tech; IH Technician, Junior; IH Technician, Senior; IH Technician Lead, and IH Associate positions in order to retain high quality resources and recognize continued development.

The represented IH job classification family positions include, in order of progression:

IH Respirator Tech
IH Tech, Jr.
IH Tech, Sr.
IH Tech, Lead
IH Associate
ESHQ Technologist, if established

The primary basis of the IH job family advancement process is the number of years of related experience and educational requirements, as defined in the applicable Functional Job Description Overview for the IH job family positions. There also are training and practical factor requirements that must be met by all IH job family employees to become qualified for and maintain qualifications for IH positions.

Employees assigned to the respirator facility who advance into higher classifications in the IH job family will not necessarily move out of the facility solely because of their advancement.

There is no automatic advancement to a higher classification within the FBP IH job family based solely upon seniority.

1. Advancement to the next level within the IH job family is contingent upon;
   a) achieving the required level of experience and education as defined in the job description of the position into which the individual may advance;

   b) successfully completing all applicable Job Performance Measures;

   c) satisfying the applicable IH Technician Qualification (for IH Technician, Jr. and IH Technician, Sr. positions), and applicable qualifications for IH Tech Lead and IH Associate as outlined in the respective job descriptions, and

   d) undergoing a Practical Factors/Verification of Competency Interview (for IH Technician, Jr. and IH Technician, Sr. positions)

2. The IH Supervisor will review and verify the individual's training, experience and qualifications as outlined in Paragraph 1 a-d in accordance with the applicable requirements and will forward the information to HR to process the individual's Advancement.

3. HR then completes the change in employee status related to title and compensation. The effective date of the change in title and compensation will be the beginning of the payroll period after the employee's successful completion of the qualifications for the next job position as outlined in Paragraph 1 a-d.

4. The qualification standards, training, and testing protocols for each of the respective P&T Unit classifications will be reviewed with the P&T Unit Vice President and a senior qualified bargaining unit member of each of the respective groups to confirm they reflect fair and reasonable requirements for each position. Union recommended changes to such requirements will be provided to line management for validation and those agreed to by management will be incorporated. Periodic or required updates to each of the aforementioned shall be reviewed and evaluated in like manner.

Appendix G- Intentionally Blank

APPENDIX H – Provisions for Incorporation of Industrial Hygiene Job Family Classifications into the Professional and Technical Unit

The following provisions amend the current Professional and Technical Unit (P&T Unit) of the collective bargaining agreement between Fluor-BWXT Portsmouth (FBP or the Company) and the USW International of behalf of USW Local 689-1 to cover newly organized IH job family classifications, and if established ESHQ Technologist positions (collectively, IH). The IH positions will be incorporated into the job family that includes the existing IH Associate position. The IH job family positions will include, in the following order of progression:

IH Respirator Tech
IH Tech, Jr.
IH Tech, Sr.
IH Tech, Lead
IH Associate - existing
ESHQ Technologist –if established

The parties acknowledge that the Company voluntarily recognized the Union as the bargaining representative for IH Respirator Tech, IH Tech, Jr., IH Tech, Sr., IH Tech Lead, and ESHQ Technologist positions by the Company via letter of stipulation signed by both parties on February 18, 2019.

The provisions of all Articles within the current P&T Unit are applicable for these newly added IH job family classifications, subject to the following clauses amending specific Articles. In addition, position advancement processes are defined in a new Appendix F for the IH job family positions.

Article II – Recognition

Is hereby amended to include the newly added classifications:

IH Respirator Tech
IH Tech, Jr.
IH Tech, Sr.
IH Tech, Lead
ESHQ Technologist – if established

Article XVII – Wage Rate and Progression

Is hereby amended to include the following in Section 2:

For 2020 and upon ratification, the standard rates in Appendix A, as amended by Appendix H will apply. Incumbent employees below the standard rate will have their rate adjusted to the standard rate. Those employees above the standard rate will be red-circled and receive a 2.25% lump sum payment. Rate increases will be effective retroactive to August 17, 2020 for current incumbents and new hires since that date.

For 2021 employees in IH job family positions whose rates exceed the proposed rates will continue to be red-circled and lump sum payments of 2.25% made annually until such time as their rates fall below the standard rates in Appendix A, as amended by Appendix H.

Is hereby amended to include reference to additional appendices in Section 3:

2) successful completion and demonstration of competency/qualification for the next level. Competency standards are defined by management in specified qual plans for the specific classification, and summarized in Appendices B, C, D, E, and F of this Agreement.

Appendix A – Annual Wage Schedule

Is hereby amended to include the addition of the newly added classifications to the P&T Unit with the following annual wage rates:

	2020	2021
IH Respirator Tech	$47,424.00	$48,491.04
IH Tech, Jr.	$52,187.20	$53,362.40
IH Tech, Sr.	$58,323.20	$59,635.68
IH Tech, Lead	$64,459.20	$65,908.96
ESHQ Technologist	-	-

Is hereby amended to include the addition of the newly added classifications to the P&T Unit with the following hourly rate schedule.

	2020	2021
IH Respirator Tech	$22.80	$23.313
IH Tech, Jr.	$25.09	$25.655
IH Tech, Sr.	$28.04	$28.671
IH Tech, Lead	$30.99	$31.687
ESHQ Technologist	-	-

Article XV – Miscellaneous

Is hereby amended to include this additional clause in the last sentence in Section 6, providing for subcontracting within the newly organized expansion of the IH Group:

...The Company agrees that the number of direct hire employees within each of the represented groups in the Professional and Technical Unit shall not drop below the number of FBP employees at the time of ratification or date of recognized accretion as long as there are contract labor resources (CLR) employed within the respective groups.

Fluor-BWXT | Portsmouth

UNITED STEELWORKERS
USW
UNITY AND STRENGTH FOR WORKERS

Memorandum of Understanding

Between
Fluor BWXT Portsmouth LLC (FBP)
and
United Steelworkers, AFL-CIO Local No. 689 (USW)
P&T Unit

The undersigned parties agree to the following provisions with regard to Mandated COVID Vaccinations.

1. Employees will be required to be Fully Vaccinated, by December 1, 2021, as defined in Company Policy FBP-HR-POL-00060.

2. Excluding employees already on approved Company leave (STD, LTD, FMLA, or military leave), there is no mechanism for an employee to take a leave of absence to avoid compliance with the vaccine mandate.

3. Employees who currently have, or have had, COVID-19 and were treated with monoclonal antibodies will receive a 90-day extension to become fully vaccinated. The 90-day period will be measured from the date of treatment. Employees who receive the monoclonal antibody treatment between October 26, 2021 and December 1, 2021 will be granted the same extension based on the recommendation of their personal health care provider. Employees who are granted this 90-day extension must begin the vaccine process within (2) working days of the end of such period, unless they have been granted a separate, legal exemption. Employees under this 90-day extension will be considered to be under accommodation until such time that they are fully vaccinated, and will be expected to adhere to the accommodation program established for them. These employees will further be required to provide documentation to the Human Resources Department as to the date when their final vaccination shot is required to be administered.

4. Employees must have submitted requests for medical/religious exemptions through the established process by October 18, 2021. Should an employee's request for exemption be denied, the employee will have a one (1) time option to appeal the decision. The appeal must be in writing and be delivered to FBP Human Resources within (2) working days of the Company's denial. Should an employee receive a Final Denial for an accommodation request, the employee will be given a choice to either be vaccinated, or be released from employment in accordance with (#6) below, or submit their resignation.

5. Employees whose exemptions are approved will generally be allowed to come to work. Employees will be required to comply with FBP's COVID-19 policies and procedures.

6. In the event an employee, not on a protected leave or legally exempt, fails to turn in proof of vaccination by November 18, 2021, the Company will place the employee on an unpaid suspension. Should the employee fail to be Fully Vaccinated by December 1, 2021, the Company will begin the release of employment process with an effective date of December 9, 2021.

7. The Company is willing to be flexible. Should an employee decide to become vaccinated prior to release from employment, the employee shall inform Human Resources as such. He/she will then be given a set period during which to become fully vaccinated. The employee will be required to remain away from work either on PTO or LWOP, or a combination thereof until the final vaccination shot. Once the final vaccination shot has been administered the employee may return to work but will be required to take COVID-19 tests each week until they are considered fully vaccinated. Said employee must present objective evidence of their vaccine by the date specified by Human Resources. If the employee fails to provide such objective evidence by the agreed date, the employee will be released from employment on that date. A release will not result in a negative employment reference and FBP will not dispute unemployment claims for those who are released. Any individuals rehired prior to June 1, 2022 with full vaccination or a valid legal exemption will retain all seniority held prior to being released from employment. However, reinstatement will not carry-over to impact eligibility for PTO accrual, severance benefits, or any other benefits.

8. Employees will be granted up to (8) hours paid leave for the following:

- To travel off site to obtain a COVID-19 vaccine
- Accompany a family member off site receiving the COVID-19 vaccine. Family members as defined in Policy FBP-HR-POL-00005.
- Employee(s) must request and receive approval prior to taking leave

9. Employees who experience side effects from receiving the COVID-19 vaccine may receive up to an additional (2) days of administrative leave.

- Must be used in the immediately following scheduled work days associated with the COVID-19 vaccine dose
- Max of (8) hours paid leave per day. Employees will have to use PTO or LWOP to make up remaining hours of scheduled shift(s)
- Employee must provide a valid doctor's note as justification of side effects. Employees whom fail to provide requested justification will not be eligible for the aforementioned paid leave and will be required to use PTO or LWOP for time missed

10. The aforementioned paid leaves are not retroactive prior to October 22, 2021 and will be paid at straight time rates. These paid leaves are not considered hours worked and do not count towards the calculation of overtime. Deductions will not be made should employees work in excess of his/her scheduled shift or forty (40) hours within the workweek. Overtime calculations will be based solely on hours worked.

11. Should the need arise to significantly change or implement new COVID-19 related policies, procedures, and protocols, the Company will notify the Union leadership and set up a meeting to discuss these changes.

12. No part of this agreement will be cited, referred to or relied upon by either party as precedent for any other matter, nor does it alter the Collective Bargaining Agreement.

13. This agreement represents the entire understanding of the parties with respect to its subject matter.

Signed this 28 day of October 2021.

_____, For the Company

Ronald E. Lee, Sr. Director - Labor Relations,

Fluor B&W Portsmouth LLC

_____, For the USW Local Union 689

Dave McLean, District 5 Sub Director

USW International

_____ For the Union

Creshanna Williams P&T Unit Vice President,

USW, Local 689

Memorandum of Agreement

2021 Juneteenth 'Holiday In-Lieu of' Recognition

Between

Fluor-BWXT Portsmouth LLC (FBP)

And

Both Units of the FBP United Steelworkers, AFL-CIO Local No. 689 (USW):

D&D Unit and P&T Unit

President Biden signed into law the creation of June 19 as "Juneteenth", a Federal Holiday, on June 17, 2021. Since the recognition of the holiday for DOE contractors was authorized after the holiday, a special day 'in-lieu of holiday' has been approved during the week of June 21, 2021. FBP management has determined that the date for the special 'in-lieu of holiday' for 2021 will be recognized on June 24, 2021.

Consistent with all other recognized holidays, Juneteenth will be an (8) hour paid holiday, paid at the straight time rate. Employees will be required to work or use supplemental hours from PTO or approved LWOP, if applicable, to fulfill 10-hour shift requirements. As Holidays are subjects of mandatory bargaining; the Company commits to negotiate, with the Union, the terms surrounding the potential future permanent addition of Juneteenth holiday. As discussed, the Company and the Union agree to work out any scheduling issues, which may occur during the one time recognition of the special 'in-lieu of holiday'.

The Company and Union agree to resolve any issues that arise from this 'in-lieu of holiday' recognition in Step 2 of the grievance procedure.

Agreed upon this 21st day of June, 2021.

For the Company

Ronald E. Lee, Director, Labor Relations
Fluor BWXT Portsmouth LLC

For the Union

Herman Potter, Union President
USW Local 689

Creshanna Williams, P&T Unit Vice President
USW Local 689

Memorandum of Agreement

Modification to P&T Unit CBA Provisions for Bereavement/Funeral Leave, Leave Without Pay (LWOP) and Paid Time Off (PTO) Provisions

between

Fluor-BWXT Portsmouth LLC (FBP)

and

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

This Memorandum of Agreement is hereby agreed upon between Fluor-BWXT Portsmouth LLC (FBP/ Company/Party) and United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (USW/Union/Party) Local 1-689. These modifications were effected as a result of discussions between the parties regarding recently approved changes to policies governing the above referenced employee leave provisions for the salaried work force. The USW Professional and Technical Unit (P&T Unit), being composed of represented salaried employees, have agreed with the Company that the following provisions shall be effected immediately in the respective employee leave areas.

Bereavement/Funeral Leave

The following language will replace the language and provisions in the currently effective collective bargaining agreement (CBA) between the parties, thereby amending **Article X Leave of Absence, paragraph H – Funeral Leave**:

1. Bereavement is charged separately and not included in, or to be deducted from PTO accrual.
2. Employees may receive up to three paid regularly scheduled work days off for the purpose of attending to matters concerning the death of a member of his or her immediate family.
3. Employees are required to provide documentation or obituary confirming the death or the hours will be deducted from the employee's PTO balance. This documentation is submitted to payroll.

4. A qualified family member* is defined as:
    a. The employee's spouse
    b. A parent, sibling, child (including by birth or legally adopted, stepchild, foster child, or a miscarried infant), step-parent, grandparent, grandchild, son-in-law, or daughter-in-law of the employee or the same of the employee's spouse. (NOTE: This includes brothers-in-law, sisters-in-law, parents-in-law, and grandparents-in-law among the others listed for the spouse.)
5. Up to four paid days will be granted to attend a funeral more than four hundred (400) miles from the PORTS site.
6. **IF** a death occurs in an employee's immediate family while he/she is on vacation, **THEN** he/she should promptly notify his/her manager. The employee will be permitted to cancel only those hours of vacation remaining after notification to his/her manager.
7. These excused absences are granted on the basis of the employee's need to be off work and must be exercised within a 14 consecutive calendar day period from the date of death. Total absences cannot exceed three work days. Specific justification (mourning, consoling other family members, handling estate matters, etc.) is not required for the employee's absence.

***Note:** Funerals for other dependent relatives that reside in the employee's household, may also be considered covered under these provisions, with the exception that the 3-4 day leave period must be covered by the use of the employee's accrued PTO account or LWOP.*

Personal Leave Without Pay

The personal leave without pay (LWOP) provisions, currently covered in **Article X – Leave of Absence** of the P&T Unit CBA, are hereby amended to include the following to the extent that they may provide for enhanced benefit to the employee:

1. An employee with one (1) or more years of service may take up to forty (40) hours of LWOP in a calendar year.
2. Employees must request approval from their supervisor at least one week prior to the need, except in emergency situations. Supervisor approvals are the only authorizations required.
3. The use of PTO is not required prior to request, approval, or use of LWOP.

Paid Time Off (PTO)

The paid time off provisions within the current P&T Unit CBA, covered in **Article XII – Paid Time Off**, are hereby amended to include the following enhanced provision for employees with less than one year of service.

> With the timely submission and approval of appropriate forms requesting PTO in advance of accrued benefits, employees may be extended up to forty (40) hours during their first year of service. (*This was formerly only available during the first four (4) months of service.*)

For the Company:

4/25/19

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

For the Union:

1/29/19

John Knauff, President Local 1-689
United Steelworkers

1/29/19

Creshanna Williams, Vice President
USW Professional & Technical Unit, Local 1-689
United Steelworkers

UNITED STEELWORKERS USW UNITY AND STRENGTH FOR WORKERS

Fluor-BWXT | Portsmouth

Memorandum of Agreement

MEWA Plan A Replacement for Active USW-Represented Exempt and Non-Exempt Grandfathered FBP Employees

between

Fluor-BWXT Portsmouth LLC (FBP)

and

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

With the approval of the URS/CH2M Oak Ridge LLC (UCOR) proposed benefits change to the Multiple Employer Welfare Arrangement (MEWA) health and welfare plans, including MEWA Plan A which covers active USW-represented exempt and non-exempt grandfathered FBP employees, the above parties have bargained the effects of this change as incorporated herein.

- This MOA affects only those active USW-represented grandfathered FBP employees now participating in the MEWA Plan A. The list of eligible employees is Attachment 1 of this MOA.
- The currently enrolled MEWA Plan A participants may enroll in any of the three current health plans being offered to FBP employees by Medial Mutual of Ohio. These include the High Deductible Plan (3000), the Basic Plan (1000), or the Incumbent Plan (250). The Incumbent Plan is a closed Plan but will be opened for a one-time opportunity for these employees to participate. The cost share for the plans is the same for all salaried (EX and NX) USW-represented participants.
- In addition to the health plans being offered, these employees will have the opportunity to enroll in the current FBP vision and dental plans, now provided by Anthem BC/BS. The cost share for the plans is the same for all salaried (EX and NX) USW-represented participants.
- The new Plan selections will be effective on January 1, 2019. New plan selections will be made during 2019 enrollment in the fall of 2018.

This MOA only applies to health care, vision and dental coverage for the active eligible employees now covered by MEWA Plan A and does not impact active employee life or disability benefits and does not impact any retiree welfare benefits, including medical, vision, or retiree life.

Agreed upon this 16 day of August, 2018.

For the Company

Ronald E. Lee, Director, Labor Relations
Fluor BWXT Portsmouth LLC

For the Union

John Knauff, Union President 8-16-18
USW Local 689

Charles W. Bearhs 8/16/18

Tamara L. Beckley 8/16/18

Elizabeth M. Henderson 8/16/18