

BWXT Nuclear Operations Group, Inc.'s

Ninth Offer

to

UAW Local Union #2262

BWXT Nuclear Operations Group, Inc. and UAW Local Union #2262, having met for the purpose of negotiating all mandatory subjects of bargaining, execute this full and final settlement of all terms and conditions of employment as follows:

1. Term: Five (5) year agreement effective upon ratification and expiring five (5) years thereafter, with modifications to the Agreement to reflect the new term.

2. Article 13- Wages:

Move the wage table for Employees hired after 2/1/1988 from Appendix A to Section 13.2.

Modify the new Section 13.2 to provide wages as follows:

	3.00%	3.50%	3.50%	5.00%	5.00%
	Upon Ratification	Ratification Plus 1 Year	Ratification Plus 2 Years	Ratification Plus 3 Years	Ratification Plus 4 Years
Level 15	\$ 47.36	\$ 49.02	\$ 50.73	\$ 53.27	\$ 55.93
Level 14	\$ 46.12	\$ 47.74	\$ 49.41	\$ 51.88	\$ 54.47
Level 13	\$ 44.89	\$ 46.46	\$ 48.08	\$ 50.49	\$ 53.01
Level 12	\$ 43.65	\$ 45.18	\$ 46.76	\$ 49.10	\$ 51.55
Level 11	\$ 42.70	\$ 44.20	\$ 45.75	\$ 48.03	\$ 50.43
Level 10	\$ 42.04	\$ 43.52	\$ 45.04	\$ 47.29	\$ 49.66
Level 9	\$ 41.14	\$ 42.58	\$ 44.07	\$ 46.27	\$ 48.59
Level 8	\$ 40.46	\$ 41.87	\$ 43.34	\$ 45.51	\$ 47.78
Level 7	\$ 38.88	\$ 40.24	\$ 41.65	\$ 43.73	\$ 45.92
Level 6	\$ 37.79	\$ 39.11	\$ 40.48	\$ 42.51	\$ 44.63
Level 5	\$ 36.64	\$ 37.92	\$ 39.25	\$ 41.21	\$ 43.27
Level 4	\$ 35.42	\$ 36.66	\$ 37.94	\$ 39.84	\$ 41.83
Level 3	\$ 34.36	\$ 35.56	\$ 36.81	\$ 38.65	\$ 40.58
Level 2	\$ 33.10	\$ 34.26	\$ 35.46	\$ 37.24	\$ 39.10
Level 1	\$ 31.66	\$ 32.77	\$ 33.92	\$ 35.61	\$ 37.39
Level 0	\$ 29.56	\$ 30.60	\$ 31.67	\$ 33.25	\$ 34.91

Delete Sections 13.3, 13.4 and 13.5.

Modify the language contained in Section 13.6 in pertinent part to read as follows:

SHIFT PREMIUM. An employee who is regularly scheduled to work on the designated second and third shifts shall be paid a night-shift premium in the following amounts per hour for time worked on the designated shifts:

Second Shift Premium is **a minimum of** \$1.00 per hour

Third Shift Premium is **a minimum** \$1.00 per hour

3. Article 18 – Benefit Coverage: Modify Article 18 in pertinent part as follows:

Modify Section 18.2 to read as follows:

The rates for the Basic Plan shall be as follows:

	Medical	Dental	Vision	Total
Single	\$ 21.35	\$ 2.92	\$ 0.73	\$ 25.00
Family	\$ 41.53	\$ 6.88	\$ 1.59	\$ 50.00

The rates for the Traditional Plan shall be as follows:

	Medical	Dental	Vision	Total
Single	\$ 86.36	\$ 2.92	\$ 0.73	\$ 90.00
Family	\$ 171.53	\$ 6.88	\$ 1.59	\$ 180.00

Employees may sign up for Medical, Dental, and/or Vision in any combination depending on their individual choices.

4. Tentative Agreements: In addition to the terms contained in 1-3 above, modify the CBA as necessary to reflect the Tentative Agreements contained in the Company's Seventh Offer.

5. Transition LOA: The Parties agree to execute the Transition Letter of Agreement contained in the Company's Seventh Offer.

6. Ratification Bonus: All Employees who are active at the time of ratification shall receive a one-time, lump sum gross ratification bonus of one thousand five hundred dollars (\$1,500.00) which is subject to all applicable taxes.

7. Other Terms: All other terms and conditions of employment not specifically identified in this offer shall remain unchanged during the new contract term.

8. Effective Date: The terms contained in this offer shall be in effect upon ratification. This offer shall be considered effectively withdrawn in the event of any work stoppage, slow down, strike, or concerted effort to disrupt the Company's business or the business of its customers.

BWXT NUCLEAR OPERATIONS GROUP, INC.

John A Mitchell
Labor Relations

UNITED AUTOWORKERS LOCAL UNION
2262

Aaron Shinaul
International Representative

The Company reserves the right to amend, add to, or subtract from, bundle, or withdraw its proposals and make counter proposals at any time prior to completion of negotiations. Unless identified in redline herein, existing language to remain unchanged by this proposal.

Modify Section 18.1 (b) to provide as follows:

18.1 HOURLY PENSION PLAN / SERVICE BASED CONTRIBUTION PLAN. The Company hourly pension plan, effective March 21, 1994, as amended, shall be continued in full force and effect during the life of this agreement. Pension benefits are summarized in Appendix B and Memorandum of Agreement to this agreement. The pension plan and other pension documents are a part of this agreement. The document shall be updated as required by law and this agreement and subject to Union review.

- (a) The Defined Benefit Pension Plan will continue to cover all current employees that are in the plan as of May 17, 2015.
- (b) Effective May 17, 2015, all future employees will receive company service based contributions to the 401k Plan. The Company will contribute a percentage of the employee's earnings each payroll period into the employee's account in the 401K Plan. The table below will determine the percentage contribution during any calendar year. Employees will be vested in these contributions in accordance with the same schedule as applies to company matching contributions to the 401k Plan, listed in paragraph (c).

Years of Service	% of Compensation
Up to 5 years	3%
5 years up to 10 years	4%
10 years up to 15 years	5%
15 years up to 20 years	6%
20 years up to 25 years	7%
25 years or more	8%

Appendix B - Retirement Age

Normal Retirement Age 65

Early Retirement Age

Early retirement permitted after age 55 for employees with 10 years but less than 20 years of TRW pension service as of 10/20/86, and whose combined TRW, Argo-Tech, Technautics and MMC service at retirement equals 30 or more years. Early retirement permitted at any age for employees with 20 years but less than 30 years TRW pension service as of 10/20/86, and whose combined TRW, Argo-Tech, Technautics and MMC service at retirement equals or exceeds 30 years.

Basic Benefit Formula

~~Effective May 17, 2023 \$51.75 per year of service~~
~~Effective May 17, 2024 \$53.25 per year of service~~
~~Effective May 17, 2025 \$54.75 per year of service~~

Effective May 17, 2026 \$57.00 per year of service

Effective May 17, 2027 \$58.00 per year of service

Effective May 17, 2028 \$59.00 per year of service

Effective May 17, 2029 \$60.00 per year of service

Effective May 17, 2030 \$61.00 per year of service

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Article 8 – Seniority – AP Procedure

Delete the language contained in Section 8.33 and replace it with the following:

This Article establishes the procedures for internal job application and selection for hourly employees after all recall and transfer obligations have been satisfied. The intent is to ensure a fair, equitable, and transparent process for all applicants.

Job Posting

- All job openings, including anticipated vacancies and currently available positions, shall be posted.
- Each posting shall remain open for three (3) working days.
- If a position remains unfilled sixty (60) days after the most recent posting, the job shall be reposted for internal consideration.
- Job postings shall clearly identify:
 - Job classification
 - Wage grade or code
 - Number of openings available

Eligibility to Apply

Employees are eligible to apply provided they:

- Have completed a minimum of twelve (12) months of plant seniority; and
- Have not successfully bid or applied for and been awarded a position within the preceding ~~twelve (12)~~ **six (6)** months.

Employees who have previously held the classification being posted may submit a Request to Transfer during the posting period. Eligible employees may apply for any posted job opening for which they meet the minimum qualifications.

Selection Criteria

- Applications shall be reviewed after the posting period has closed.
- Selection shall be based on seniority, provided the applicant possesses the required skills and abilities as outlined in the posted minimum qualifications.
- An employee shall be considered qualified if their education, training, or experience reasonably demonstrates the ability to perform the job satisfactorily within a reasonable period of time.
- An application shall not be rejected solely due to the presence of a written attendance warning; however, an active final attendance warning shall constitute sufficient grounds for disqualification.

Review and Notification

- Applications, including transfer requests, shall be reviewed in descending order of seniority, regardless of the type of movement (transfer, promotion, etc.).
- Transfer requests shall be evaluated prior to internal applications.
- The Company shall notify employees of any application denial.

Transfer and Pay Provisions

- Employees awarded a position shall be released for transfer within five (5) working days, unless otherwise mutually agreed.

- Transfers may be delayed for up to thirty (30) calendar days when necessary to complete critical work assignments or when the employee's replacement requires substantial training.
- For upgrades to a higher-rate position, the employee shall be paid at the higher rate beginning the first working day following fifteen (15) calendar days, provided all job-related requirements are met.
- Employees who are unable to accept an awarded position for any reason shall be ineligible to apply for other positions for a period of ~~twelve (12)~~ **six (6)** months.
- In the event of a downward move, the employee shall continue to be paid at the higher rate until the transfer is completed

Disqualification and Reapplication

- Employees disqualified from a position may not reapply for that position for ~~twelve (12)~~ **six (6)** months, unless:
 - Significant changes have been made to the job; or
 - The employee provides documentation of additional relevant training or qualifications.
- Applications submitted after the close of the three (3) working day posting period shall be rejected but may be resubmitted if the position is reposted.

Union Notification

If a position is filled prior to the completion of the three (3) working day posting period, the appropriate Union Representative shall be notified.

Article 16 – Vacation

Delete Paragraph 34 in Article 6 related to personal days.

Delete the MOU pertaining to Non-Scheduled Days and all other references to Non-Scheduled Days from the CBA. All time off, not related to Holidays, is now contained in Article 16 – Vacation.

Replace all references to Personal Days in the CBA with “Vacation”.

Replace the language contained in Article 16 with the following language:

16.1 GENERAL. All Employees are eligible to earn Vacation consistent with the terms contained in this article. Earned Vacation will be held in each Employee’s Vacation Bank.

16.2 ACCRUAL PROCEDURE. Employees will accrue their Annual Vacation Allotment each month, over the course of the calendar year on a prorated basis at the beginning of each month.

16.3 ACCRUAL SCHEDULE. Employees shall be eligible for an Annual Vacation Allotment in accordance with the following schedule:

Years of Company Service	Annual Vacation Allotment
Less than 1	Up to 80 hours
1, but less than 6	144 Hours
6, but less than 15	184 Hours
15 or more	224 Hours

16.4 BANK BALANCE. Accrued Vacation carries over from year-to-year and may continue to be accrued up to the Annual Vacation Allotment level applicable to Employees based on their Years of Company Service (“Maximum Accrual”). To the extent Employees accrue the Maximum Accrual, no additional Vacation will be accrued until such time as an Employee uses Vacation, thus dropping the Employee below his/her Maximum Accrual level. If an Employee has met his/her Maximum Accrual, and subsequently uses Vacation, the accrual of new Vacation will recommence effective the 1st of the following month. New Vacation will continue to accrue up to the Maximum Accrual level.

16.5 BORROWING. To accommodate Employees who would like to take a full week of Vacation, but who have only accrued a partial week in their Banks, they may “borrow” against the Vacation they expect to accrue over the course of the calendar year up to a maximum of forty (40) hours This borrowing will place them in a negative Vacation balance until such time as sufficient Vacation has been earned to satisfy their negative balance.

16.6 PAY IN LIEU. Employees may take pay in lieu of time off by indicating their desire on a company issued form. Pay in lieu will be included in the next regular pay cycle.

The Company reserves the right to amend, add to, or subtract from, bundle, or withdraw its proposals and make counter proposals at any time prior to completion of negotiations. Unless identified in redline herein, existing language to remain unchanged by this proposal.

16.7 VACATION PAY. Vacation will be paid at Employees' straight-time hourly rates and all applicable wage premiums at the time the Vacation is used.

16.8 SCHEDULING. Vacation shall be scheduled with, and approved by, the requesting Employee's supervisor, with due consideration given to the Employee's desires and the department's workload, ensuring the work group's efficiency will not be adversely affected. Vacation may be scheduled in one half (1/2) hour increments.

Article 6 - Holidays

Replace Paragraph 33 with the following language:

Employees shall be paid for twelve (12) holidays: New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. If any of these holidays fall on a Saturday, it shall be observed on the Friday before and if on a Sunday, it shall be observed on the Monday after the holiday.

Delete Section 6.2 and renumber subsequent sections.

Article 15 – Bereavement

Add the following paragraph at the end of Article 15.

Employees who wish to take time off for the death of an extended family member related by blood may request time off under Section 20.11 – Personal Leave.

Article 10 – Union Representation:

Add the following paragraph at the end of Article 10.

(136) 10.6 FUNCTIONS OF THE BARGAINING COMMITTEEMEN. THE FUNCTIONS OF THE BARGAINING COMMITTEE WILL BE TO REVIEW AND NEGOTIATE GRIEVANCES IN THE SECOND STAGE, TO PREPARE GRIEVANCES AND TO MEET WITH MANAGEMENT. INVESTIGATE, PREPARE AND NEGOTIATE GRIEVANCES AND MEET WITH MANAGEMENT. THE BARGAINING COMMITTEE WILL BE GIVEN ONE (1) DAY PER WEEK TO MEET, NOT TO EXCEED 90 MINUTES. UNION STEWARDS WILL BE ALLOWED TO ATTEND THE LAST HALF HOUR OF THESE MEETINGS. THIS DAY SHALL BE AGREED TO BY THE UNION AND COMPANY. THE BARGAINING COMMITTEE WILL HAVE REPRESENTATIVE JURISDICTION OVER ALL THE AREAS OF REPRESENTATION IN THE PLANT.

**Memorandum of Understanding
Time for Unit Chairman**

The Union & Company agree to give the Unit Chairman 22 days (8 – hour days) towards the preparation for contract negotiations. These 22 days may be taken (limit one per week) during the 6 months prior to the expiration of the contract. Three (3) days prior notice is required.

(137) 10.7 CONTRACT PREPARATION TIME FOR UNION BARGAINING COMMITTEE: THE UNIT CHAIRMAN AND VICE-CHAIRMAN SHALL EACH HAVE ONE (1) EIGHT (8) HOUR DAY PER WEEK TOWARDS THE PREPARATION FOR CONTRACT NEGOTIATIONS. THE REMAINING TWO (2) BARGAINING COMMITTEEMEN SHALL EACH HAVE ONE (1) FOUR (4) HOUR DAY PER WEEK. THIS DAY MAY BE TAKEN (LIMIT ONE PER WEEK UNLESS OTHERWISE AGREED UPON WITH THE COMPANY) DURING THE SIX (6) WEEKS PRIOR TO THE EXPIRATION OF THE CONTRACT. THREE DAYS PRIOR NOTICE IS REQUIRED.

General Housekeeping

1. Replace all mentions of “job opportunity board”. – No change
2. Replace all mentions of “Bargaining Committeemen” with “Bargaining Committee” – T/A
3. Remove Appendix C – Memoranda of Understanding
 - a. “Performance of Production...” and enter to article 17 – T/A.
 - b. “Vacations” and enter to article 16 – T/A
 - c. “Stock Crib Material...” and enter to paragraph 9 – T/A
 - d. “Minimum Qualifications” due to expiration – No change
 - e. “Manpower – Seniority” and enter to article 8 – T/A
 - f. “401-K Plan” add to article 18 – T/A
 - g. “Termination of Insurance” and enter to article 18 – T/A
 - h. “Deduction of Overpayment” and enter to article 13 – T/A
 - i. “Seniority Recalls...” and enter to article 8 – T/A
 - j. “Pension Plan” due to expiration of participation – Letter of Agreement
 - k. “Non-Scheduled...” and enter to paragraph 31, section 5.3 – T/A’d C-3
 - l. “Non-Scheduled...” and enter to paragraph 31, section 5.3 – T/A’d C-3
 - m. “Weekend and Weekly Inventory” due to expiration – T/A
 - n. “Bypassed Employees” and enter to article 5 – T/A
 - o. “Inclement Weather” and enter to article 7 – T/A
 - p. “Preferred Consideration” due to expiration – T/A.
 - q. “Maintenance Position” due to expiration – No change
 - r. “Retiring Employees”, representative is invited to all exit meetings (resignation, termination, and retirement) – T/A
 - s. “Seniority” and enter to article 8 – T/A.
 - t. “Farm Ins” no longer applicable – T/A
 - u. “Retiree Medical Alternative” due to expiration of participation and all references to medical with expiration of 9/9/2023 – Letter of Agreement
 - v. “Time for Unit Chairman” and enter to article 1 – T/A’d UN13 3/27/26
 - w. “New X-Ray Work” and enter to paragraph 9 – T/A
 - x. “CTI New Job Code” – T/A
 - y. “Universal Grind New Job Code” – T/A
 - z. “Issuance of Pay in Result of Error” enter to article 13 – T/A
4. Remove Amendment Agreement “Probationary Period” and enter to article – T/A
5. Remove Index and only have table of contents at the beginning – No change
6. Remove paragraphs 104 and 105 or clarify what they mean – No change paragraph 104. T/A paragraph 105
7. Remove paragraph 152 due to expiration of participation – No change
8. Remove I and J from paragraph 184 – Letter of Agreement
9. Remove paragraphs 184, as stated to do so in paragraph 184 18.2.3 – No change
10. Remove paragraph 185 due to expiration of participation – Letter of Agreement
12. Remove reference to bumpsheet in paragraph 99 – No change

Transition Letter of Agreement

During the negotiations to renew the 2023-2026 CBA, the Company made several proposals that require transitions, delayed implementation, or are one-time changes.

Vacation/Personal Days

The Company proposed to consolidate personal days, non-scheduled days, and vacation and into a combined vacation policy. This change is found in C-3. In order to effectuate a transition from the old vacation/personal day programs to the new vacation program, the Company will apply the following terms:

1. Any vacation accrued in 2025 under the 2023-2026 CBA has already been paid to Employees. The time off without pay will be used in CY 2026 and in the same manner as in 2025.
2. The earning caps contained in Section 16.4 will be increased by eighty (80) hours for 2027 unless otherwise accelerated by the Company.
3. Employees hired prior to 1986 will continue to receive five (5), unpaid non-scheduled days for each year of the Agreement starting in 2027. They have already been granted five (5) days for 2026 which they will retain. They will also continue to be granted three (3) personal days per year consistent with the terms of the 2023-2026 CBA.
4. The Company will modify the Attendance Policy pursuant to its management rights to reflect the following:
 - Full days of vacation will require a call-in prior to the start of the shift,
 - Late arrivals by the start of the shift,
 - And nonemergency early departures one hour prior to departure.

Healthcare

The Company proposed healthcare language changes which would allow Employees to elect medical, dental, and vision in any combination. That ability will take effect during the next open enrollment for 2027.

Miscellaneous

The Company will not modify its Attendance Policy for the life of the Agreement without bargaining the changes with the Union.

Wages

Remove the wage table for Employees hired before 2/1/1988 from Appendix A. Employees hired before 2/1/1988 will receive the same General Wage Increase percentages as Employees hired after 2/1/1988.