

# GENERAL DYNAMICS

Bath Iron Works

Jonathan P. Mason

Sr. Director, Human Resources

June 13, 2020

Mr. Jay Wadleigh  
Business Rep DL4  
IAMAW  
698 Lisbon Street  
Lisbon Falls, Maine 04252

Mr. Wadleigh,

This letter follows-up on the Company's and the Union's discussions at the conclusion of negotiations on June 12, 2020. Attached please find the following materials, which reflect the Company's Last, Best and Final Offer ("LBF") in our negotiations:

- Company Comprehensive Last, Best and Final offer dated 6/13/20 – This document summarizes the economic and non-economic aspects of the LBF.
- 2015-2020 Collective Bargaining Agreement in Legislative Format – This document reflects the proposed changes to the current collective bargaining agreement, with additions shown in bold italics and deletions shown with a strike-through. Note that the proposed changes include the items tentatively agreed-to by the parties during the course of negotiations.
- Summary of MOAs Discussed in Negotiations – This document summarizes the proposed disposition of MOAs discussed in negotiations. Where applicable, the Company has included its proposed mark-up of individual MOAs.
- MOA Negotiations Disposition Summary – This document reflects the agreements reached by the parties in the MOA negotiations process conducted beginning in April 2020 and completed prior to contract negotiations, and is being included for completeness.

As set forth in the materials, this is a comprehensive offer for a successor to the 2015-2020 collective bargaining agreement and is contingent on the ratification of the offer by Sunday, June 21, 2020. This LBF will expire as of 11:59pm on June 21. Following expiration of this offer, the Company reserves the right to introduce a new comprehensive offer with altered or modified terms for a successor collective bargaining agreement.

Please let me know if you have any questions or need any additional information. The Company remains available to discuss its LBF further prior to the ratification vote scheduled for June 19-21.

Sincerely,



Jon Mason

Attachments

700 Washington Street  
Bath, ME 04530  
Jonathan.mason@gdbiw.com

COMPANY LAST, BEST, AND FINAL OFFER 13 JUNE 2020

**GENERAL DYNAMICS BATH IRON WORKS & IAM LOCAL S6  
2020 CONTRACT NEGOTIATIONS**

**COMPANY COMPREHENSIVE LAST, BEST, AND FINAL OFFER**

*This is a comprehensive offer for a successor to the 2015-2020 collective bargaining agreement and is contingent on the ratification of the offer by Sunday, June 21, 2020. This offer will expire as of 11:59pm on June 21. Following expiration of this offer, the Company reserves the right to introduce a new comprehensive offer with altered or modified terms for a successor collective bargaining agreement.*

**BIW ECONOMIC OFFER SUMMARY**

|                                      |  |
|--------------------------------------|--|
| <b>Duration:</b>                     | 3 Years: 6/22/20 to 5/14/23  |
| <b>Ratification Bonus:</b>           | \$1,200  |
| <b>General Wage Increases (GWI):</b> | Year 1: 3.00% GWI retroactive to May 18, 2020<br>Year 2: 3.00% GWI effective May 17, 2021<br>Year 3: 3.00% GWI effective May 16, 2022  |
| <b>Shift Premiums:</b>               | Maintain current shift premium   |
| <b>Health Care:</b>                  | <b>PCPS &amp; POA:</b> Increase deductibles, Rx co-pays and Out of Pocket max in 2022. Employee contributions increase 5% annually in 2021-2023<br><br><b>PHAP:</b> Introduce HSA seed 2021-2023. No increase in employee contributions 2021-2023    |
| <b>Pension:</b>                      | Increase current contribution rate as follows, in accordance with the Preferred Schedule of Pension Fund's Rehabilitation Plan (from \$2.85 to \$3.07):<br>Effective June 2020: \$0.07<br>Effective June 2021: \$0.07<br>Effective June 2022: \$0.08 |
| <b>401(k):</b>                       | Maintain current Company match   |
| <b>Basic A&amp;S:</b>                | Increase \$25<br>(from \$250 to \$275)   |
| <b>Life Insurance:</b>               | <b>Basic:</b> Maintain current benefit<br><br><b>Supplemental:</b> Expand options for Employee life, introduce options for Spouse and Child life in 2021   |

# **AGREEMENT BETWEEN BATH IRON WORKS**

**AND**



## **LOCAL S6**

**Effective Monday, ~~December 14, 2015~~ *June 22,*  
*2020***

**Expiration Midnight, Sunday, ~~May 17, 2020~~  
*May 14, 2023***

# **AGREEMENT BETWEEN BATH IRON WORKS AND LOCAL S6**

***NOTES:***

1. Proposed deletions are in “~~striketrough~~”
2. Proposed new contract language appears in “***bold italics***”

**Effective Monday, ~~December 14, 2015~~ *June 22, 2020***

**Expiration Midnight, Sunday, ~~May 17, 2020~~ *May 14, 2023***

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

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**Article 1**

**RECOGNITION**

**(No Change - Tentatively Agreed To)**

**Section 1 – Recognition:**

Bath Iron Works recognizes the Union as the exclusive representative of all employees in respect to all rates of pay, wages, hours of employment, and all other conditions of employment for all employees in job classifications in the IAMAW, District Lodge #4, and Local S6.

**Section 2 – Definitions:**

- a) Unless otherwise specified, the term “days” will mean “working days.”
- b) The term “employee” will mean any employee included within the bargaining unit.
- c) In referring to employees, the masculine gender is used for convenience only and will refer to both males and females.

**Article 2**

**NO DISCRIMINATION**

**(No Change - Tentatively Agreed To)**

**Section 1 – No Discrimination:**

**a)** Neither BIW nor the Union will discriminate against you or any applicant for employment because of race, religion, color, gender, sexual orientation, age, national origin, marital status, disability, veteran status, or membership in any lawful organization.

**b)** BIW and the Union recognize the right of all employees to work in an environment free of sexual or other unlawful harassment.



**Article 3**  
**RESPONSIBILITIES**  
**(No Change)**

**Section 1 – Management Rights:**

Management rights as defined in this agreement. The Company agrees that it will not exercise its management rights in a manner which violates its obligation under this agreement. Management will be responsible for:

- Hire employees and set the standards for selection of employment.
- Determine the number of employees to be employed.
- Assign and direct the workforce.
- Monitor employee performance.
- Determine area assignments.
- Formulate overtime plans.
- Determine merit raises.
- Formulate a corporate training plan.
- Suspend, discharge, or otherwise discipline employees for just cause in accordance with Article 50 of the collective bargaining agreement.
- Make medical decisions.
- Administer the Family Medical Leave Act.
- Determine the method(s) of appropriate charging and time accounting.
- Make Yard closure decisions.
- Promote employees.
- Lay off and recall employees.
- Control and regulate the use of machinery, facilities, equipment, and other property of BIW.
- Make strategic business and marketing decisions.
- Establish recognition and rewards programs.
- Safety and health of employees.
- Provide company tools.
- Hardships.
- Healthcare carrier.

It is agreed that all management rights not specifically limited by the expressed provisions of this agreement or by Memoranda of Agreement executed during the term of this agreement or by prior arbitration decision construing any portion of the current agreement are reserved to BIW.

**NOTE:** The Company will not introduce any recognition and/or reward program that would incentivize employees not to report job-related injuries.

**Section 2 – Union Rights:**

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

Except as expressly limited in this agreement, the Union is responsible for enforcing its rights. IAMAW, District Lodge #4, Local S6 reserves any and all rights it is granted through the NLRB/NLRA, State, and/or Federal law.

### **Section 3 – Management, Union or Jointly Develop/Management Implement With Joint Agreement:**

- Rescope work\*
- Subcontract\*
- New job classifications\*
- Reasonable rules and regulations\*
- Special shift hours\*
- New technology\*
- Transfer plans\*
- Joint Union/Management Safety and Health Committee

(\*) Intentions to do the following will be communicated to Local S6 in a timely manner by BIW. The parties will work through the joint agreement process prior to implementation.

### **Section 4 – Healthcare Carrier:**

If the Company pursues a new Healthcare Provider the Company will recognize an equal number of Union Representatives from Local S6 to assist the Company in interviewing, reviewing, and selecting a new healthcare provider.

**Article 4**

**CHECKOFF**

**(No Change - Tentatively Agreed To)**

**Section 1 – Checkoff:**

a) Bath Iron Works agrees that you will not be retained unless you pay your periodic dues, initiation or reinstatement fees to the Union. Failure to pay these items by the 31<sup>st</sup> calendar day after the date of hire and any other delinquency of dues or initiation/reinstatement fees will be cause for discharge.

b) BIW will deduct dues in equal weekly installments on each payday. Initiation and reinstatement fees will also be deducted weekly.

c) Each new employee may sign a checkoff authorization and initiation authorization card when entering the employ of BIW. Employees returning from layoff may sign a checkoff authorization card.

d) BIW will provide Local S6 members a weekly checkoff for the Machinists Non-Partisan Political League with a monthly check to the Machinists Non-Partisan Political League forwarded to the appropriate Union office.

e) BIW will provide Local S6 members a weekly checkoff for Guide Dogs of America with a monthly check to the Guide Dogs of America forwarded to the appropriate Union office.

f) Upon receipt of checkoff authorization, a monthly check for the Local S6 Dental, Long Term Disability, and Supplemental Accident and Sickness Plans will be forwarded to the appropriate Plan Administrator.

**Article 5**  
**UNION REPRESENTATION/RECOGNIZED COMMITTEES**  
**(Modified - Tentatively Agreed To)**

**Section 1 – Union Representatives:**

The Union may name its representatives consistent with yard-wide ratios of 1:56. The number of Union representatives included within the yard-wide ratio includes only those Union representatives with super seniority under Article 45. Union representatives who are not conferring with management or using union paid time are required to perform work in their trade as assigned by Management.

Each steward shall notify and obtain authorization from his supervisor or another member of management in the immediate area before leaving his work assignment for the purpose of conducting union business. Such authorization shall be granted except where it creates an imminent danger situation should the union representative not remain on the job.

If you are elected or appointed to a full-time Union position within the IAMAW, AFL/CIO, IAMAW District Lodge 4 (up to a maximum of 8 employees), you may be granted a leave of absence, upon request of the President of Local S6, without pay during the term of your office. If you are elected or appointed to a full-time Union position within the IAMAW, AFL/CIO, IAMAW District Lodge 4, benefits to individuals on such leave of absence shall be limited to healthcare and pension under the terms of this agreement and in accordance with appropriate plans. In addition, anyone elected or appointed to a full-time position within Local S6 will be granted a leave of absence without pay during the term of your office to fill the position of President, Vice President, or Chief Steward in Bath on request of the President of Local S6.

You will be excused from work without pay while serving as a Union delegate.

The use of Union time (paid or unpaid) for official Union business must be authorized by the President of Local S6 or his designee.

**Section 2 – Recognized Committees:**

The following Local S6 Committees are recognized by this agreement having signoff privileges, which provide a service to our employees: (This list may be modified by mutual agreement.)

- |                             |                                 |
|-----------------------------|---------------------------------|
| a) Apprenticeship Committee | e) Negotiating Committee        |
| b) Benefits Committee*      | f) Safety and Health Committee* |
| c) Grievance Committee(s)   | g) <i>Women's Committee†</i>    |
| d) Human Rights Committee   | h) <i>Veterans Committee†</i>   |
|                             | i) <i>Education Committee†</i>  |

*†Recognized as having 8813 signoff privileges only. Any time spent conferring by these committees will require advanced approval from the Director of Labor Relations.*

COMPANY LAST, BEST, AND FINAL OFFER, **13 JUNE 2020**

\* Paid by D Order

Paid by D Order as approved in advance by the Director of Environmental, Health and Safety (Safety and Health Committee), the Director of Risk Management (Benefits Committee), and in the absence of the Director of Risk Management, the Director of Human Resource Services.

**Article 6**  
**UNION REPRESENTATIVE PAY**  
**(Modified - Tentatively Agreed To)**

**Section 1 – Union Representative Pay:**

Any Union representative, other than those full-time, conferring with management will be compensated for that time by Bath Iron Works at his base hourly wage rate. BIW will determine whether this time will be charged to direct or to overhead. Union representatives present at any formal step of the grievance process will be paid by the Company, in accordance with Article 24. Any time spent off the job investigating a grievance will be paid by the Union.

BIW will pay up to twenty four (24) hours per week for Union business conducted by the Vice President, Chief Stewards at Bath and ~~the Harding Plant~~ **Structural Fabrication, the General Steward on second and third shifts at the Main Plant**, and twenty (20) hours per week for a General Steward ~~on second and third shift at the Main Plant and a General Steward at EBMF Outfit Fabrication.~~

In accounting for daily time charging, all Union representatives will continue utilizing signoff books provided by BIW (except for the President, Vice President, Chief Stewards, and any union representatives that are on leave of absence). Union representatives will sign off when conferring (direct charge or overhead), investigating, or utilizing d-orders for recognized committee work.

To improve payroll efficiency, BIW will pay for all full-time Union Officials and Code 13 time for Union representatives in addition to any hours worked. Payment will occur weekly. Affected employees will receive one W-2 document annually. BIW will bill the Union monthly for all Union Officials and Code 13 labor charges, including FICA, tax deductions, and State and Federal unemployment.

If you are a second and third shift representative attending Company scheduled meetings not held on your shift, you will be compensated by BIW at your base hourly wage rate. Call-in pay, reporting-in pay and minimum pay are not applicable; however, representatives will be put to work upon their request to bridge shift and meeting times.

Any combination of Union and Company paid time outside your regular scheduled work shift will be compensated at the overtime rate. BIW will only be obligated to pay straight time for a Steward working on his regular shift where the Union requested his presence on the off shift. The Union will reimburse BIW under the Paying Agent agreement for such overtime.

**Article 7**  
**CLASSIFICATIONS**  
**(Modified)**

**Section 1 – Current Job Classifications:**

Job classifications shall be limited to those specified within this Article and made part of this Agreement. Furthermore, those same specified classifications shall be measured in relation to the established rates in Article 19 of this Agreement.

**Section 2 – New Job Classifications:**

In the event that BIW needs to create new job classifications within the duration of this Agreement, then BIW will negotiate with Local S6 to establish a mutual agreement. Upon mutual agreement, BIW may add new classifications that shall be measured in relation to established rates in Article 19 of this Agreement.

**Section 3 – Job Classifications:**

- |                                       |                                  |
|---------------------------------------|----------------------------------|
| • Carpenters (C02)                    | • Sign Painters (P06)            |
| • Crane Operators (C70)               | • Preservation Technicians (P10) |
| • Electricians (E02)                  | • Pipefitters (P18)              |
| • Material Handlers (H18)             | • Safety Inspectors (S02)        |
| • Insulators (I02)                    | • Sandblasters (S06)             |
| • General Laborers (L40)              | • Stage Builders (S18)           |
| • Maintenance Custodians (M03)        | • Shipfitters (S40)              |
| • Machinists (M04)                    | • Tinsmiths (T04)                |
| • Maintenance Mechanics (M20)         | • Tug Boat Operators (T12)       |
| • Maintenance Electric and HVAC (M21) | • Welders (W12)                  |
| • Outside Machinists (O04)            | • Yard Riggers (Y02)             |

**NOTES:**

1. Apprentices, A06, fall within parent classification.
2. ~~Both parties understand there will be issues pertaining to the establishment of the L40 classification. Both parties agree that disputes over this policy will be resolved between the Director of Trades and the Chief Steward(s). If resolution cannot be reached in a timely manner, the issue will be forwarded to the Vice President of Operations and the President of Local S6. (See L40 Task List and MOA)~~

**Section 4 – Reduction of Standby Time/Efficiency Gains/[Moved to Classification Task List]**

~~Notwithstanding any other provisions of this agreement, and in order to reduce standby time and gain efficiencies, an employee in the core of his/her regular job may be assigned the following items as listed to make their own job more efficient:~~

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

- ~~1.) Retrieve trade material post receipt (main yard) and/or post kit (off sites) by hand carry or use of rolling stock which mechanic is qualified/licensed to operate (C02, E02, I02, L40, M04, M20, M21, O04, P18, S40, T04)~~
- ~~2.) Route and hang temporary vent tubes, not to include initial setup or splicing. (C02, E02, I02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12, Y02)~~
- ~~3.) Turn on/off temporary ventilation within shop facility. (C02, E02, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S06, S18, S40, T04, W12)~~
- ~~4.) Obtain and store dry goods and appropriate tools without going through tool crib or paint issue station. (C02, E02, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)~~
- ~~5.) Remove and re install/attach deckplates, rubber matting, nomex and covers, including manhole covers. (C02, E02, I02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, T12, W12, Y02)~~
- ~~6.) Use of Silverado to support trades' work. (C02, E02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04)~~
- ~~7.) Rig material and gear (i.e. hook and unhook own loads, give direction to crane operator). (C02, H18, L40)~~
- ~~8.) Utilize pendant cranes if trained and licensed. (C02, E02, H18, L40, M04, O04, P18, S40, T04, W12, Y02)~~
- ~~9.) Change tooling attachments if appropriately trained. (C02, E02, I02, L40, M03, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12)~~
- ~~10.) Tack weld (C02, E02, L40, O04, P18, S18, S40, T04)~~
- ~~11.) Plug/Unplug power supply at or below 120v. (C02, E02, C70, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)~~
- ~~12.) Plug/Unplug power supply up to 480v, not to include initial setup. (C70, S40, W12)~~
- ~~13.) Install and hook up temporary lights, not to include initial setup. (C02, E02, I02, L40, O04, P10, P18, S06, S18, S40, T04, W12, Y02)~~
- ~~14.) Perform housekeeping duties in and around work area, including cleanup of personal and industrial debris. (C02, E02, C70, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)~~
- ~~15.) Strip Ship. (C02, E02, I02, L40, O04, P10, P18, S06, S18, S40, T04, W12, Y02)~~
- ~~16.) All associated grinding and de-spattering of own work. (C02, E02, I02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12)~~
- ~~17.) Fabricate and install tents for multiple trades' usage. (C02, E02, I02, L40, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12)~~
- ~~18.) Surface prep, including rust removal and incidental and in process paint and insulation removal (only as necessary to progress mechanic's own job not intended to enable production grinding of paint). (C02, E02, I02, L40, O04, P10, P18, S18, S40, T04, W12)~~
- ~~19.) Removal of attachments in way of own job. (C02, E02, I02, L40, O04, P18, S18, S40, T04)~~



- ~~20.) Verify completeness of work orders. (C02, E02, H18, I02, L40, M04, M20, O04, P10, P18, S40, T04)~~
- ~~21.) Care and protection of materials/equipment (excluding masking, except for P10). (C02, E02, C70, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)~~
- ~~22.) Move own material from own work area to next work station, including lane changes, at EBMF. (E02, L40, M04, P10, P18, S06, T04, W12)~~

**Section 54 – Intra-Bargaining Unit Loans:**

Due to the fluctuations in work it may become necessary to loan Local S6 members from their parent classification to another. In order to accomplish these loans, the following criteria shall be utilized.

The Company may loan Local S6 members from their parent classification into another Local S6 classification. When loaning into classifications that exceed 50 mechanics at the time of the loan notification, at no time shall the total manhours being worked by the loaned Local S6 members exceed 30% of the manhours worked by the Local S6 members in the loaned into classification in any one calendar month.

Additionally, when loaning into classifications that exceed 50 mechanics at the time of loan notification, at no time shall the total manhours being worked by Local S6 members loaned into another classification exceed 20% of the total manhours worked by regular members of loaned into classifications in any one calendar year. These limits may only be exceeded by agreement with Chief Steward or designee.

When loaning into classifications of 50 or less mechanics at the time of assignment, at no time shall the number of mechanics loaned into the classification exceed the number of twenty in any one calendar month. At no time shall the Local S6 members loaned into any one classification exceed 75% of the number of regular members of the loaned into classification. Nor shall the total manhours being worked by Local S6 members loaned into another classification exceed 35% of the total manhours worked by regular members of the loaned into classification in any one calendar year. These limits may only be exceeded by agreement with Chief Steward or designee.

**a) Short Term Loans**

Short terms loans are defined as loans equal to or less than five days.

Management may select the mechanics to loan for short term loans.

***Management shall not use consecutive short term loans for the purposes of avoiding a long term loan under this section.***

***Employees will not be placed on consecutive short term loans for more than ten (10) total days.***

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~~Short term loans may be facility wide.~~

~~The number of short term loans is restricted to 5 occurrences from any one area (defined by Article 11, Section 5(3)) per month.~~

~~An occurrence shall be any day that one trade is loaned under this section.~~

### **Examples:**

1.) ~~If S40s from P02/Ultra are loaned for five days to the Assembly Building as E02s, the loan will count as 5 occurrences for P02/Ultra.~~

2.) ~~If S40s, E02s, T04s and P18s from P02/Ultra are loaned for one day to a hull as P10s, the loans will count as 4 occurrences for P02/Ultra.~~

~~There is no limit to the number of mechanics from an area that can be loaned under an occurrence.~~

### **b) Long Term Loans**

For loans of more than five (5) days, *management may select employees for loans within the same shift, and will prefer senior qualified volunteers where business needs can accommodate.*

*For loans longer than four (4) weeks, non-volunteers may elect to take a voluntary layoff in lieu of being placed on loan. Voluntary layoff shall be for the duration of the loan.*

~~the people chosen to be loaned from one Local S6 classification into another Local S6 classification shall be chosen by volunteers by seniority senior to junior by shift within an area (Fabrication, Pre Outfit, Land Level, Ships Completion) or facility where fluctuation is needed. Non-voluntary assignment shall be done by junior to senior seniority order by shift by selected area or facility. Polling sheets will identify the location of loan and expected duration.~~

~~Loans between Maintenance classifications will be treated as a facility wide loan.~~

### **c) General Rules**

~~The loan may proceed as soon as the notification has been sent to Local S6.~~

*Notification will be provided to Local S6 no later than one (1) working day following the start of any loan, and the notification will identify:*

- *Name*
- *Badge number*
- *Trade loaned to*
- *Date and start time the loan began/will begin*

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- *Date and time the loan ended/is expected to end*

For Short Term loans, overtime will be with their core classification.

For Long Term loans, loaned employees may work overtime in loaned classifications.

*Loans may occur within and between any facility.*

There shall be no loans into a classification on *involuntary* layoff.

~~There shall be no loans into a classification that has employees loaned out absent Chief Steward agreement.~~

~~There shall be no Long Term loans out of a classification that is hiring absent Chief Steward agreement.~~

~~Long Term loans shall begin on the first day of the workweek and end on a Sunday.~~

Any deviation from *Section 4* ~~the above~~ requires joint agreement from the Chief Steward or his designee.

BIW and Local S6 have agreed to implement a “back-up” process for critical jobs such as crane operation, rigging, and machine operation, and third shift material support assigned to paint issue stations consistent with past practice.

~~Employees on loan are not eligible to be loaned.~~

**Article 8**  
**APPRENTICES**  
**(Modified – Tentatively Agreed To)**

**Section 1 – Joint Apprenticeship Committee:**

The Joint Apprenticeship Committee will manage and develop the apprenticeship program in compliance with the labor agreement. *The JAC will consist of 3 members from LS6, and 3 members of Management.*

**Section 2 – Apprenticeships:**

*BIW may post for openings into the Basic and Advanced four thousand (4,000) hour apprenticeship programs in any classification.*

~~Apprenticeships may be offered in the following job classifications:~~

|             |                   |             |
|-------------|-------------------|-------------|
| Electrician | Outside Machinist | Welder      |
| Tinsmith    | Machinist         | Maintenance |
| Carpenter   | Structural Fitter | Pipefitter  |

**Section 3 – Apprentice Seniority:**

Apprentices will not exceed 15% of mechanics in the classification. Apprentices are exempt from the seniority provisions after completion of the first ~~seven (7)~~ *twelve (12)* months of their apprenticeship until removal from the apprentice grade at which time they are given credit for time spent in the apprentice grade.

*An employee that switches from Local S7 to Local S6 to start the Basic or Advanced Program will be paid the wage rate on the Apprentice Wage Table in Article 19 Section 3 that is the closest to his/her current wage rate at the time of entry into the Program and shall progress in accordance with that table.*

**Section 4 – Apprenticeship Program:**

~~The Apprenticeship Program will be four years (8000 hours). A graduate may receive an associate degree from Maine Maritime Academy, as well as a certificate of completion from the state of Maine and a diploma from BIW. This program will have a labor history course.~~

*The apprenticeship program will consist of two (2) - 4000 hour programs, Basic and Advanced. The Basic Program is a prerequisite for admission into the Advanced Program.*

*Apprentices graduating from the Basic Program will receive a certificate of completion from BIW, the State of Maine, and an accredited educational institution. This program will have a labor history course.*

*Graduates of the Advanced Program will receive an Associate Degree from Maine Maritime Academy, a certificate of completion from the state of Maine and a diploma from BIW.*

*Apprentices enrolled in the existing four (4) year, eight thousand (8000) hour apprenticeship program as of June 21, 2020, shall remain in that program. These Apprentices will not receive the certificates offered under the Basic Program. These Apprentices may voluntarily apply to switch to the Basic Program by submitting a written application to the JAC.*

**Section 5 – Apprenticeship Qualifications:**

For Local S6 represented applicants, your rate of pay at entering the Apprenticeship Program will be your current base rate.

*Graduates of the Basic Program within the previous four (4) years will have equal consideration for admission into the Advanced Program. Applications submitted by graduates after the four (4) year period must be submitted in writing to the JAC and approved by the Trade Superintendent.*

*Management maintains the right to select candidates for the Advanced Program based on the applicant's Basic Program grade point average and trade rotation evaluations.*

*In the event applicants for the Basic Program have equal qualifications, first consideration will be given to the members of that bargaining unit, including laid-off employees with recall rights. Apprenticeships will not be offered in any classification where employees are laid-off involuntarily at the time of the posting.*

~~For purposes of a tiebreaker, given substantially equal qualifications, consideration shall first be given to members of the bargaining unit including those on layoff with recall rights when hiring Apprentices. Apprentices will not be hired into a classification where there are layoffs.~~

**Section 6 – Apprenticeship Restrictions:**

There will be no BMDA “hands on” apprentice rotation(s) into job classes represented by Local S6 that are on layoff.

*An external applicant who fails to complete their apprenticeship may be offered a position in a Local S6 classification, provided there is an open job requisition.*

**Article 9**  
**PROBATIONARY EMPLOYEE**  
**(No Change – Tentatively Agreed To)**

If you are hired into the bargaining unit and have not completed a Local S6 probationary period you will, for the first 480 hours, be considered a probationary employee. At least 240 hours of your probationary period will be on the job. You will be evaluated in writing on or before completing 240 and 360 hours of work. You and your steward will receive copies of your evaluation. If BIW decides to discontinue your employment during your probation period, that decision is grievable if the decision to discontinue such employment is discriminatory, arbitrary or capricious.

Trade management is encouraged to engage trade union stewards to attempt to correct attendance, engagement, job knowledge, safety and work practice, attitude, productivity, workmanship and/or skill/ability deficiencies when such deficiencies become apparent. Any unsatisfactory evaluation resulting in termination will be reviewable by the Trade Superintendent at the request of the employee's trade steward.

**Article 10**  
**SHIFT CHANGES**  
**(Modified)**

**Section 1 – Shift Changes:**

All shift changes will be done by volunteers by seniority (most senior first). Assignment to any shift, where insufficient volunteers exist, will be by direct assignment (least senior first) with no rotation.

Employees shall be given five (5) calendar days notice. All shift changes shall begin on the first day of the workweek.

Shift assignments will be as follows:

- a) Volunteers by seniority by classification (most senior).
- b) Assignment by seniority by classification (least senior).

Standing lists of volunteers for all shift changes shall be maintained by the Craft Administration. It is the employee's responsibility to add or remove his/her name from a standing list. The Company will poll all employees on a quarterly basis. Employees may add or remove their names from any standing list prior to a shift change assignment.

*The Company may poll for and assign volunteers to other shifts for limited durations with a specified end date, not to exceed three (3) months. To the extent there are more volunteers than positions, the Company will assign employees in seniority order. Employees will return to their original shift at the conclusion of the assignment, provided that shift has not been de-manned past their seniority date. The Company will provide LS6 with polling results and specific assignment dates. These documents will be electronically sent to the Local Lodge Executive Secretary.*

*Any senior volunteer assigned to another shift for up to three (3) months may receive Instructor Pay in conjunction with the MOA dated October 31, 2014.*

**NOTE:** At any time a classification has non-volunteers in effect to either second or third shift, all hiring within that classification will be to the ~~effect~~ *affected* shift. *In order to help develop skill, new hire shift assignments will be at the discretion of the Company for up to the first six (6) months of a new hire's employment. New hires will not have their shift involuntarily changed more than three (3) times during this period.*

**Section 2 – Shift Assignment Volunteers:**

In identifying volunteers for shift assignment at each facility, standing lists will be used as follows:

- a) Employees may add their name to, or remove their name from, the facility volunteer list at anytime prior to the assignment. An employee adding their name to the volunteer list may not displace an employee who has already been advised of their

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assignment. Standing lists will be available and maintained by the Craft Administration area.



**Article 11**  
**OVERTIME**  
**(Modified)**

**Section 1 – Purpose:**

This article will define management and employee responsibility in relation to overtime assignments.

**Section 2 – Goal:**

The goal of this policy is to define a method of assigning overtime in an efficient manner.

**Section 3 – Management Responsibility:**

Management will determine the need for overtime. Assignments will be based on the selection criteria listed below. Any skill (e.g., Tig welding) or ability (e.g., physical limitations) requirements that would preclude assignment based on the selection criteria will be identified up front pursuant to Article 42.

**a) Weekday Overtime Offering (Up to Crew Level)**

|                                 |   |
|---------------------------------|---|
| <del>1<sup>st</sup> Shift</del> | <del>Within first four (4) hours of shift start</del> |
| <del>2<sup>nd</sup> Shift</del> | <del>Within first four (4) hours of shift start</del> |
| <del>3<sup>rd</sup> Shift</del> | <del>Last four (4) hours of shift</del>               |

**Normal Work Week**

|  |
|--|
| <del>Offer on prior Friday for Monday <i>through Friday</i> overtime</del> |
| <del>Offer on Monday for Tuesday through Friday overtime</del>             |

**Monday Holiday**

|   |
|---|
| <del>Offer on prior Friday for Monday and/or Tuesday overtime</del> |
| <del>Offer on Tuesday for Wednesday through Friday overtime</del>   |

**Friday Holiday**

|  |
|--|
| <del>Offer on prior Thursday for Monday <i>through Friday</i> overtime</del> |
| <del>Offer on Monday for Tuesday through Friday overtime</del>               |

**Thursday and Friday Holiday**

|   |
|---|
| <del>Offer on prior Wednesday for Monday <i>through Friday</i> overtime</del> |
| <del>Offer on Monday for Tuesday through Friday overtime</del>                |

**b) Weekend Overtime Offering (Up to Crew Level)**

|                                 |   |
|---------------------------------|---|
| <del>1<sup>st</sup> Shift</del> | <del>Within first four (4) hours of shift start</del> |
| <del>2<sup>nd</sup> Shift</del> | <del>Within first four (4) hours of shift start</del> |
| <del>3<sup>rd</sup> Shift</del> | <del>Within first four (4) hours of shift start</del> |

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### Normal Work Week

Offer on Thursday for Saturday and/or Sunday overtime

### Thursday Holiday

Offer on Wednesday for Saturday and/or Sunday overtime

- c) In the event emergent and unforeseen overtime arises, Section 3 (a) (b) will not apply.
- d) ***Should the Company choose to offer overtime during the winter shutdown, the offer will be made five (5) working days prior to the start of shutdown.***

**NOTE:** Supervisors will be expected to complete a supplemental overtime tracking sheet to record ~~corrections outside the time limits under Article 11, Section 3 (a) and (b), as well as recording~~ employees asked to perform emergent work under Article 11, Section 3 (c).

**NOTE:** The parties agree that Management will have up until the end of the ~~employee's normal shift~~ ***prior to overtime*** to correct an oversight in offering overtime. Failure to correct an oversight ~~before the end of the employee's normal shift while present at work~~ ***within this timeframe*** will result in payment to the affected employee for all hours of eligible overtime that should have been offered for the overtime assignment in question. Oversights within a trade will be reviewable by the Union with the trade foreman, who will be expected to correct any abuse in meeting BIW's commitment to the timelines specified above.

Overtime records will be maintained by the Craft Administration area and ~~made available upon verbal request in a timely manner but~~ ***provided electronically to the Union*** no later than the close of business on Monday ~~following the overtime assignment for~~ ***the previous weeks' weekday and*** weekend overtime ~~and the close of business on Wednesday following the overtime assignment for weekday overtime.~~

### **Section 4 – Employee Responsibility:**

You are responsible for declaring your overtime availability when asked by your supervisor at the time of assignment and must be present to be eligible for an assignment.

You may cancel your overtime assignment ***in the case of an emergency*** by notifying your ***Trade Superintendent in accordance with Note 2 below*** ~~supervisor on or before the end of your shift the day prior to the day overtime is to be worked (weekday), by the end of lunch break Friday for Saturday overtime, or end of break Saturday for Sunday overtime.~~

### **NOTES:**

- 1.) Once assigned ~~and past the cancellation period~~, you are expected to complete the overtime assignment.
- 2.) ***Absences on overtime will be handled under Article 49, Sections 3 & 7. Requests for code 03 will be considered by management on a case by case basis and are not grievable. You can change your availability for weekend overtime up to four (4) hours into the shift on the day of assignment (up to crew level). In the event an***

~~employee changes his mind or reports to work after the offer has been made, management may offer the employee within the first four (4) hours of the shift without re-asking those employees who have rejected the offer.~~

**Section 5 – Selection Criteria:**

**1.) Job Ownership**

Offered to the employee working the job at the time the assignment is made that is to be worked on overtime.

**NOTE:** Classifications that currently do not utilize job ownership may continue to do so.

**2.) Crew Ownership**

Jobs where job owner(s) have been offered and refused or jobs that do not have a job owner at the time of assignment will be offered to other employees on that Front Line Supervisor's crew at the time of assignment, utilizing crew seniority rotation.

**3.) Beyond Crew Ownership**

*Management may offer overtime to any employee who declares their availability and possesses the skill and/or ability to complete the assignment. The company shall attempt to distribute all overtime work as equally and impartially as possible.*

**3.) Area Ownership (PO2/Ultra Hall, Outfit Hall Building, Panel Line, Assembly Building, Aluminum Shop, 5-Skids, Blast and Paint, Machine Shop, Bath Service Shops, Hardings, EBMF, CW and each separate hull)**

~~Offered to other employees on crews working the same shift within the area at the time the overtime assignment is made utilizing seniority rotation.~~

**4.) Area Ownership (Pre-Outfit, LLTF, Ships Completion, Bath Fabrication)**

~~Offered to other employees on crews working the same shift within the area at the time the overtime assignment is made, utilizing seniority rotation.~~

**5.) Facility Ownership**

~~Offered to other employees working the same shift within the facility (Bath) at the time the overtime assignment is made utilizing seniority rotation.~~

**6.) Facility Ownership (All Shifts)**

~~Offered to other employees working other shifts within the facility (Bath, Hardings, EBMF) at the time the overtime assignment is made utilizing seniority rotation. If insufficient volunteers exist, the employees working the overtime can be offered double shifts by seniority rotation.~~

**7.) Yard Ownership**

~~Offered to all employees within that classification on that shift utilizing seniority rotation.~~

**NOTE:** *For historical tracking and clarification purposes, small areas, large areas, and facilities are defined as follows:*

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***Small Area: PO2, Ultra Hall, Outfit Hall, Panel Line, Assembly Building, Shell Shop, 5-Skids, Blast & Paint, Machine Shop, Bath service shops, Structural Fabrication, Outfit Fabrication, warehouses, and each separate hull***

***Large Area: Pre-Outfit, Land Level, Ships' Completion, Bath fabrication***

***Facility: Bath, Structural Fabrication, Outfit Fabrication***

Nothing shall preclude the Trade Foreman and Shop Stewards from agreeing in writing to separate overtime selection criteria different from the criteria listed above for each classification during the term of the Agreement (with Chief Steward Agreement).

### **Section 6 – Application:**

All overtime is voluntary; your volunteer status is determined by your declaration of availability. The duration of each weekend, and holiday, ***and shutdown*** assignment will be 6 hours. ***Once all qualified employees in a classification on all shifts in a facility have been offered, double shifts may be offered.*** ~~Employees may pre-arrange to work three (3) hours at the beginning of the shift. Weekend durations may be extended if mutually agreed between management and Chief Steward. Holiday durations may be extended if mutually agreed between Management and the Chief Steward. Durations for special events *as defined in Article 31*, such as launches, translations, christenings, ship systems demonstrations, ship movements, drydockings, and ammo loads, will be based on job needs.~~

### **Section 7 – Overtime Rates:**

a) You will not receive weekend premium pay until after you have accumulated a total of 40 hours in a week between time worked and excused absence codes. In the event you have incurred an unexcused code (as defined by Article 49, Section 3) ***or suspension*** during the normal work week, you may still accept and work an overtime assignment but will not be paid the premium rate until the 40 hour threshold is reached. The 40 hour threshold applies to regular work weeks. Shortened work weeks have a proportionately shortened threshold prior to premium pay.

### **Examples:**

- 1.) An employee takes a personal business day on Monday (8.0 hours). The employee works the rest of the week and accepts and works an overtime offer for both Saturday and Sunday. The Employee would receive straight time pay for the 32 hours Tuesday through Friday, straight time pay for the 6 hours of overtime on Saturday, straight time pay for 2 hours on Sunday, and double time pay for the remaining 4 hours on Sunday.
- 2.) An employee takes FML on Monday (8.0 hours). The employee works the rest of the week and accepts and works an overtime offer for both Saturday and Sunday. The employee would receive straight time pay for the 32 hours

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Tuesday through Friday, time and one half for 6 hours on Saturday, and double time pay for 6 hours on Sunday.

b) Once you have satisfied the hours requirement of a) above, you will be paid overtime at the following rates:

| <b><u>Event</u></b>             | <b><u>Rate (times base hourly wage rate)</u></b> |
|---------------------------------|--|
| Time outside your regular shift | Time and one-half                                |
| Saturday                        | Time and one-half                                |
| Sunday *                        | Double time                                      |
| Holiday                         | Time and one-half plus holiday pay               |

\* Excluding third shift regular working hours.

### **Section 8 – Overtime Cancellation:**

a) BIW may cancel your overtime assignment prior to the start up time. You will be notified in advance by your supervisor. Where advance notice cannot be provided, your supervisor or another member of production management will personally notify you at the gate.

b) The Company reserves the right to cancel the overtime work at any time during the overtime shift. For cancellation of overtime work Monday through Friday, you will receive pay for actual hours worked. For cancellation of overtime on Saturday, Sunday or holiday, your pay will be determined by the “Reporting-In, Minimum Pay, Call Back Pay” section of Article 13.

c) Should overtime be cancelled by the Company, overtime rotation lists shall be reset as though overtime had not been offered (i.e., no employees skipped in rotation).

### **Section 9 – Electronic Overtime Polling:**

*In the event the company introduces an electronic polling process that requires modification of any previous sections of this Article, the Joint-Agreement Process will be followed as described in Article 39.*

**Article 12**  
**SECOND AND THIRD SHIFT PREMIUMS**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Eligibility:**

a) If you are assigned to the second or third shift, you will be paid a shift premium of \$1.35 for the hours worked on those shifts.

b) In addition, if you are assigned to the second or third shift, you will be eligible for shift premium for the following reasons:

- Chief/General Stewards/Shop Stewards pay;
- Injured employee pay;
- Holiday pay;
- Compensated time off pay;
- Jury/military/witness pay;
- Bereavement pay.

**Article 13**  
**REPORTING-IN PAY, MINIMUM PAY, CALL BACK PAY**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Reporting-In Pay:**

If you report to work as scheduled and then not put to work, you will receive four hours pay unless canceled in a timely manner by BIW.

**Section 2 – Minimum Pay:**

If you are put to work, you will not receive less than four hours pay unless you voluntarily quit or the work is suspended due to bad weather, machinery breakdown, or other causes beyond the control of BIW.

**Section 3 – Call Back Pay:**

If you are called back to work you will receive a minimum of four hours pay.

**NOTE:** For the singular purpose of defining Sections 1 and 2 above, the phrase “put to work” is understood to mean that the employee has been given a productive assignment and has actually begun working that assignment. It is also understood that this productive assignment is one that is reasonably believed can be accomplished at the time of assignment.

**Article 14**  
**INJURED EMPLOYEE**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Entitlement:**

You are eligible for injured employee pay when you are put out of work for the day at the direction of Employee Health for a yard injury/illness as follows:

- a) First day of injury which falls on a regular workday or a Saturday or Sunday when you report the injury to Employee Health that same day.
- b) Second day of injury where the injury/illness does not present itself fully until after you have left work for the day providing:
  - 1.) You report to Employee Health.
  - 2.) Employee Health determines you are unable to work, and
  - 3.) Employee Health determines the injury or sickness is related to the prior regular workday's events.
- c) Injured on a Saturday or Sunday with verification.

**Section 2 – Pay:**

If you are injured during a regular workday, you will be paid for the balance of that shift at straight time.

If you are injured on a Saturday or Sunday, you will be paid for the balance of that shift at the appropriate rate.

If you are injured on an overtime assignment during the regular workweek, you will be paid for the balance of the overtime shift at the overtime rate and your regular workday shift at straight time.

If your injury requires outside medical treatment beyond the end of your regular shift, you will continue to receive pay:

- a) Through the time of admission.
- b) Completion of outpatient care.
- c) Return to work to clock out.

**Section 3 – Definition of Work:**



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**a)** Should you be out of work, routine visits to Employee Health, the Workers Compensation Office, or Craft Administration will not be paid.

**b)** The Company will compensate you for time at BIW only if you are called in by Management.

**Article 15**  
**LAYOFF/RECALL**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Definitions:**

- a) “Involuntary layoff” means a termination of employment for more than five days.
- b) “Recall” means a return to employment from involuntary layoff for not less than thirty calendar days.
- c) “Voluntary layoff” means a voluntary termination of employment for more than five working days with an agreed upon return to work date.

**Section 2 – Involuntary Layoff:**

**a) Notice of Involuntary Layoff:**

(i) BIW will provide ten days notice to the Union and seven days notice to you. In the event you are absent on the day of notice, BIW will send you a certified letter of notice (copy to Local S6). The date of mailing will be the notice date.

(ii) The notice period begins with the next day following the notice.

**b) Date of Involuntary Layoff:**

Your date of involuntary layoff will be the expiration date of your notice or the date of accepting twenty-four (24) hours pay in lieu of work.

**c) Pay in Lieu of Work:**

You may accept twenty-four (24) hours pay in lieu of working your notice period. Should BIW elect to retain you for work during the notice period, you will receive twenty-four (24) hours pay in addition to your pay if involuntarily laid off.

**d) Notice of Involuntary Layoffs Beyond Control of BIW:**

No notice is required for involuntary layoffs for reasons beyond the control of BIW, such as power or machinery breakdown, fire, floods, and hurricanes or blizzards.

**e) Involuntary Layoff Process:**

Layoffs will occur within a job classification in seniority order on a yard-wide basis. If needed, a tiebreaker will be based on your last name at time of hire.

**Section 3 – Voluntary Layoff:**

Under circumstances mutually agreeable between BIW and Local S6, you may have the opportunity to participate in a voluntary layoff. These voluntary layoffs will be for an agreed upon length of time.

**Section 4 – Recall Process:**

**a) Rehire Questionnaire:**

You will be required to complete a rehire questionnaire at time of layoff. This important document will determine which jobs could become available to you during your involuntary layoff. You are encouraged not to list jobs on the rehire questionnaire that you have no intention of accepting. You shall have the right to decline only one job offer outside your core classification. If you choose to decline the job offer, you will only have recall rights back to your core classification.

**b) Eligibility of Notified Employees for Recall:**

An employee who is given notification of an impending layoff shall not be required to separate their employment and leave the shipyard in order to accept a recall into another classification provided that the employee:

- 1.) Is still working at the Company during the seven day notice period specified in 2(a), above,
- 2.) Provides the Company with notice in their Rehire Questionnaire, detailed in 4(a) above, that they will accept recall into another classification, and
- 3.) Meets all the seniority and eligibility requirements for the recall specified in this Article.

**c) Notice to Local S6:**

Local S6 will be notified in advance of any recall.

**d) Recall Process:**

Employees will be recalled by job classification in the reverse order of the layoff.

**e) Notice of Your Recall:**

Should we be unable to contact you by telephone for any job vacancy that may exist which you listed on your rehire questionnaire, BIW will certify mail (copy to Local S6) your recall notice to your address of record. Final notice of recall will be five working days from receipt or fourteen working days from date of mailing, whichever first occurs.

**f) Dual Recall:**

Should you be recalled from layoff into another job classification within this bargaining unit, you will maintain your full seniority rights. You will continue your recall rights back to your prior job classification. Should you subsequently be involuntarily laid off from the new job class, you will also have recall rights back to that job classification.

**Section 5 – Short-Term Recall Process:**

- Local S6 will be notified in advance of any short-term recall.
- Employees will be recalled by job classification in the reverse order of the layoff, within classification first, then by yard-wide seniority outside of the classification being recalled.
- Should you accept a short-term recall you will maintain your full seniority rights.
- Should you refuse a short-term recall you will maintain your full seniority rights.
- The short-term recall will be for a specified number of workdays not less than 10 nor greater than 30.
- At the end of the specified period, the employee will be separated without any pay in lieu of work benefits.
- If you are laid off from a short-term recall, your healthcare coverage will extend or continue for 2 months.
- To be eligible for a short-term recall, any employee must present himself for work within five workdays of notice.
- The recall process will be by telephone only, with a list of employees not contacted provided to Local S6 the same day. Notification to the Union shall be deemed sufficient.
- Employees offered short term recall to their core classification may be offered any length of recall less than 30 days.

**Article 16**  
**SENIORITY**  
**(Modified – Tentatively Agreed To)**

**Section 1 – Definition:**

Seniority means your length of service from date of hire, unless otherwise specified. For seniority driven assignments where employees have the same hiring date, the last name at the time of hire will be used for tie breaking purposes.

**Section 2 – Application:**

Seniority will be broken in all cases if:

- a) You quit.
- b) You are discharged.
- c)
  - ~~1.) — You went on an occupational leave of absence prior to May 21, 2012. The date upon which your seniority is or will be broken is your length of service or sixty (60) months from the leave of absence date, whichever is less.~~
  - 1.) You went or go on a non-occupational leave of absence on or after May 21, 2012. The date upon which seniority will be broken is your length of service or ~~twenty-seven (27)~~ **thirty (30)** months from the leave of absence date, whichever is less.
  - 2.) You went or go on an occupational leave of absence on or after May 21, 2012. The date on which seniority will be broken is your length of service or fifty-four (54) months from the leave of absence date, whichever is less.
- d) You fail to notify BIW of an address change while on involuntary layoff or leave of absence.
- e) Upon recall, you fail to report for work or provide reasonable excuse for failing to report for work to your regular job or any selected job on your rehire questionnaire within five (5) days from date of receipt of telephone or letter notification (fourteen [14] days from date of mailing), whichever occurs first.
- f) You are on involuntary layoff for a period longer than your length of service.

**Section 3 – Occupational or Non-Occupational LOA:**

a) BIW will continue healthcare for employees on an occupational or non-occupational leave of absence under the BIW Healthcare Program until such time as their seniority is broken as long as the employee:

- 1.) Pays the employee contribution in a timely manner (see Contributory Premiums for Employees under the Employee Benefit Program), and
- 2.) Applies for Social Security Disability coverage within twelve (12) months of the leave of absence, and

- 3.) Notifies the BIW benefits administrator regarding their eligibility for SSDI and/or Medicare.

b) An employee that is eligible for Medicare because of SSDI entitlement must provide documentation and a signed release form whenever requested by the BIW benefits administrator regarding continued eligibility for SSDI and/or Medicare. BIW will coordinate benefits under the BIW Healthcare Plan as a secondary payor to Medicare and reimburse the employee Medicare Part B premium. Any employee terminated as a result of Section 2c during the life of this agreement who is Medicare eligible will be reimbursed their Part B premium for a combined leave of absence and termination period equal to their prior length of service. An employee that does not qualify for SSDI and/or Medicare shall continue to be covered by healthcare in accordance with the healthcare terms of this agreement and Section 2c.

c) For a period equal to length of service, employees terminated as a result of Section 2c will be offered employment to a position within the bargaining unit with reinstated seniority upon release for work through medical certification from primary care physician. If BIW's Medical Director disagrees with the decision, a third party (medical physician) will be called in and selected by mutual agreement between the employee's medical primary care physician and Yard Medical Director. The third party physician will decide the issue.

#### **Section 4 – Years of Service Credit for Healthcare Coverage:**

If you are laid off, your healthcare coverage will continue as follows:

| <b><u>Years Service</u></b> | <b><u>Healthcare Coverage<br/>Beyond Month of Layoff</u></b> |
|-----------------------------|--|
| Less than 8                 | 3 months   |
| 8 or more                   | 6 months   |

#### **Section 5 – Leave of Absence:**

a) Your seniority will be fixed as of the first day of involuntary layoff. All time on involuntary layoff will accrue for seniority purposes upon your return to work.

b) Your seniority will be fixed as of the first day of leave of absence. All time on leave of absence will accrue for seniority purposes upon your return to work for a minimum of 30 hours of work within 15 working days of return to work from that medical LOA. New injuries or illnesses incurred during this time frame shall not preclude an employee from having his seniority accrue under this provision.

c) All leave of absence for sickness, injury or mental or physical disability will be granted with medical certification acceptable to BIW.

d) Seniority will be accumulated when you are elected to a Local (City council, town selectman position only), State, or Federal Government office that requires your full-time presence.

**Section 6 – Yard Injury:**

Should you incur a yard injury that prevents you from working within your job classification and accept work within your limits in another bargaining unit at BIW and be subsequently involuntarily laid off prior to linking up your full seniority, you will be transferred back into Local S6 to protect your seniority rights in your prior classification and rate of pay.

For purposes of determining occupational and non-occupational leave of absence time limits only, any controverted workers' compensation case being actively pursued by any employee who is covered by this agreement will be treated as occupational until such time as a formal decision is received.

If BIW prevails in controverting the claim, we will treat the entire time on leave of absence as non-occupational. If the employee prevails, it will continue as occupational. In the event that an employee files claims under both State and Federal law, the initial formal decision in either forum shall serve to determine whether seniority will be controlled by non-occupational or occupational time limits, subject to final determination.

**Article 17**  
**HOLIDAYS**  
**(Modified)**

**Section 1 – Holiday Schedule:**

You will be entitled to the following holidays:

**2015**

~~Christmas Day (Friday, December 25, 2015)~~

~~**NOTE:** December 28, 29, 30, and 31, 2015 will be scheduled workdays, with the option of Code 14 for the aforementioned dates. Employees will be expected to provide advanced notice to Supervision of their intent to take a Code 14 through a polling conducted and completed by Friday, December 18, 2015.~~

**2016**

~~New Year's Day (Friday, January 1, 2016)  
President's Day (Monday, February 15, 2016)  
Memorial Day (Monday, May 30, 2016)  
Independence Day (Monday, July 4, 2016)  
Labor Day (Monday, September 5, 2016)  
Thanksgiving (Thursday, November 24, 2016)  
Day After Thanksgiving (Friday, November 25, 2016)  
Day After Christmas (Monday, December 26, 2016)~~

~~**NOTE:** You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 27, 28, 29 and 30, 2016 will be unpaid winter shutdown days (employees may use CTO or floating holidays to cover these days).~~

**2017**

~~Day After New Year's Day (Monday, January 2, 2017)  
President's Day (Monday, February 20, 2017)  
Memorial Day (Monday, May 29, 2017)  
Independence Day (Tuesday, July 4, 2017)  
Labor Day (Monday, September 4, 2017)  
Thanksgiving (Thursday, November 23, 2017)  
Day After Thanksgiving (Friday, November 24, 2017)  
Christmas (Monday, December 25, 2017)~~

~~**NOTE:** You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 26, 27, 28 and 29, 2017 will be unpaid winter shutdown days (employees may use CTO or floating holidays to cover these days).~~

**2018**



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~~New Year's Day (Monday, January 1, 2018)~~  
~~President's Day (Monday, February 19, 2018)~~  
~~Memorial Day (Monday, May 28, 2018)~~  
~~Independence Day (Wednesday, July 4, 2018)~~  
~~Labor Day (Monday, September 3, 2018)~~  
~~Thanksgiving (Thursday, November 22, 2018)~~  
~~Day After Thanksgiving (Friday, November 23, 2018)~~  
~~Christmas (Tuesday, December 25, 2018)~~

**NOTE:** ~~You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 24, 26, 27 and 28, 2018 will be unpaid winter shutdown days (employees may use CTO or floating holidays to cover these days).~~

### **2019**

~~New Year's Day (Tuesday, January 1, 2019)~~  
~~President's Day (Monday, February 18, 2019)~~  
~~Memorial Day (Monday, May 27, 2019)~~  
~~Independence Day (Thursday, July 4, 2019)~~  
~~Labor Day (Monday, September 2, 2019)~~  
~~Thanksgiving (Thursday, November 28, 2019)~~  
~~Day After Thanksgiving (Friday, November 29, 2019)~~  
~~Christmas (Wednesday, December 25, 2019)~~

**NOTE:** ~~You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 26, 27, 30 and 31, 2019 will be unpaid winter shutdown days (employees may use CTO or floating holidays to cover these days).~~

### **2020**

~~New Year's Day (Wednesday, January 1, 2020)~~  
~~President's Day (Monday, February 17, 2020)~~

### **2020**

*Day Before Independence Day (Friday, July 3, 2020)*  
*Labor Day (Monday, September 7, 2020)*  
*Thanksgiving (Thursday, November 26, 2020)*  
*Day After Thanksgiving (Friday, November 27, 2020)*  
*Christmas (Friday, December 25, 2020)*

**NOTE:** *You will have one (1) floating holiday which can be used at your discretion in a full day increment with five (5) days' notice. Floating holiday may not be rolled over into the following year. December 28, 29, 30 and 31, 2020 will be unpaid winter shutdown days (employees may use CTO or floating holidays to cover these days).*

### **2021**

*New Year's Day (Friday, January 1, 2021)*

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*President's Day (Monday, February 15, 2021)*  
*Memorial Day (Monday, May 31, 2021)*  
*Day After Independence Day (Monday, July 5, 2021)*  
*Labor Day (Monday, September 6, 2021)*  
*Thanksgiving (Thursday, November 25, 2021)*  
*Day After Thanksgiving (Friday, November 26, 2021)*  
*Day Before Christmas (Friday, December 24, 2021)*

**NOTE:** *You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 27, 28, 29 and 30, 2021 will be unpaid winter shutdown days (employees may use CTO or floating holidays to cover these days).*

**2022**

*Day Before New Year's Day (Friday, December 31, 2021)*  
*President's Day (Monday, February 21, 2022)*  
*Memorial Day (Monday, May 30, 2022)*  
*Independence Day (Monday, July 4, 2022)*  
*Labor Day (Monday, September 5, 2022)*  
*Thanksgiving (Thursday, November 24, 2022)*  
*Day After Thanksgiving (Friday, November 25, 2022)*  
*Day After Christmas (Monday, December 26, 2022)*

**NOTE:** *You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 27, 28, 29 and 30, 2022 will be unpaid winter shutdown days (employees may use CTO or floating holidays to cover these days).*

**2023**

*Day After New Year's Day (Monday, January 2, 2023)*  
*President's Day (Monday, February 20, 2023)*

**NOTE:** *You will have one (1) floating holiday which can be used at your discretion in a full day increment with five (5) days' notice. Floating holiday may not be rolled over into the following year.*

**Section 2 – Entitlement:**

You are eligible for holiday pay if you are a full-time employee upon completing 360 work-hours of your probationary period commencing upon your date of hire.

If you are excused from work you will receive holiday pay if excused time started within fifteen (15) calendar days preceding a paid holiday.

In no cases will transfers into the bargaining unit receive greater than the number of holidays allocated to that calendar year (combination fixed and/or floating).

**Section 3 – Holiday Pay:**

Holiday pay will be paid at your current base hourly rate.

When a holiday falls on a workday while you are on Compensated Time Off, you will receive pay for the holiday.

If you work on a holiday you will receive time and one half for the hours worked in addition to the holiday pay.

**Section 4 – Working a Holiday:**

If your regular scheduled workday falls on a holiday, you will be eligible to take a day off later without pay within six (6) months at the convenience of you and your supervisor (i.e., Boiler Operator, Winter Pipe Patrol).

**Article 18**  
**COMPENSATED TIME OFF**  
**(Modified)**

**Section 1 – Entitlements:**

Compensated Time Off is for vacation and sick leave. Your annual Compensated Time Off allowance, which will be accrued monthly during the year, is as follows:

| <b>Years Service</b> | <b>Annual Allowance<br/>(In Hours)</b> | <b>Monthly Accrual<br/>(In Hours)</b> |
|----------------------|--|---------------------------------------|
| 0-1                  |  | 2.0**                                 |
| 1-2                  | 48                                     | 4.0**                                 |
| 2-3                  | 96                                     | 8.0                                   |
| 3-5                  | 112                                    | 9.33                                  |
| 5-10                 | 136                                    | 11.33                                 |
| 10-15                | 160                                    | 13.33                                 |
| 15-20                | 184                                    | 15.33                                 |
| 20-25                | 200                                    | 16.66                                 |
| 25-30                | 216                                    | 18.0                                  |
| 30 or more           | 280                                    | 23.33                                 |

\*\*Accrual begins after you have completed 360 work-hours of your probationary period.

**Section 2 –Accrual:**

The Compensated Time Off allowance accrues during any calendar month in which you received payroll compensation for 80 or more hours in that month. During the calendar year in which you complete a service anniversary that brings you to a higher allowance, you accrue Compensated Time Off at the higher rate for the entire year. Any unaccrued Compensated Time Off used during a calendar year will be debited from your allowance at the start of the next calendar year. Any hours not paid that are covered by an absentee code designated by an asterisk (\*) (refer to Article 49) those hours will be credited for the accrual of your compensated time.

**Section 3 – Usage:**

~~Beginning January 1, 2017, once~~ **Once** present at work compensated time ~~will be~~ **is** taken at the convenience and the discretion of the Company with due regard for your wishes and will not be unreasonably withheld.

~~Beginning January 1, 2017, for~~ **For** use of CTO for vacation five days or longer you must provide notice at least three (3) days in advance of the start of the CTO. In the event you encounter an unforeseen circumstance, and cannot provide the three days notification required, your supervisor may still approve your use of CTO based on the nature of the unforeseen circumstance. This decision shall not be grievable but is reviewable at the trade superintendent level.

**NOTE:** Employees may provide notice by calling the Call-In Center at either the toll free number (1-800-243-9747) or, if local, 442-1444, or by speaking directly with their supervisor, or, if it becomes available, by using the web based system.

You may use the following at any time during the calendar year: Accrued Compensated Time Off, Banked Compensated Time Off, and Accrued Compensated Time Off you anticipate for that year.

The minimum increment of Compensated Time Off permitted is 2 hours (i.e., 2, 4, 6, or 8 hours) with the exception that up to sixteen (16) hours may be used in any calendar year in one (1) hour increments.

**NOTE:** *Beginning January 1, 2021 the following may be required in the C70, S18, Y02, and H18 classifications only:*

- *Up to eighty (80) hours of an employee's annual CTO entitlement may be taken in accordance with the other provisions of this Agreement.*
- *Any annual CTO entitlement in excess of eighty (80) hours must be scheduled and approved in advance through an annual scheduling process.*
- *The annual CTO scheduling process shall be conducted in January of each year, at which time employees shall request CTO for the year.*
- *CTO requests will be granted in the scheduling process on a seniority basis, with the Company reserving the right to limit the number of employees who may be off on a given day taking into account both headcount and qualifications. Requests will be responded to by January 31.*
- *Once CTO requests are granted through the annual scheduling process, the Company may not require an employee to reschedule that CTO.*
- *Any CTO in excess of the eighty (80) hour threshold that is not requested and/or granted in the annual scheduling process may be taken, but is subject to Company approval. Whenever practical, these CTO request will be granted as requested by the employee.*
- *Employees in these classifications will receive a \$0.90 per hour while-assigned rate while at work on Mondays and Fridays.*

#### **Section 4 – Carryover:**

a) Any unused Compensated Time Off in a calendar year may be carried over for future use to a maximum of 720 hours. Your current banked sick leave and vacation hours will be rolled into the carryover hours.

b) You may request to sell back accrued and carried over Compensated Time Off from previous years' entitlements.

- (i) Sell back requests must be submitted to Human Resources by February 15 of each year
- (ii) Sell back requests must be a minimum of 40 hours and cannot exceed the total amount of accrued and carried over Compensated Time Off you have available at the time of the request

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- (iii) Once submitted to Human Resources, sell back requests may not be revoked
- (iv) Payments will be made in April and will be based on your regular base pay rate at that time
- (v) Payments will be subject to applicable withholding elections, state and federal regulations

### **Section 5 – Payment:**

You will receive payment for Compensated Time Off at your current base hourly wage rate.

In the event you separate employment from BIW, you will be paid for all your unused Accrued Compensated Time Off and Banked Compensated Time Off at your regular base rate. Any Compensated Time Off taken in excess of your Accrued Compensated Time Off and Banked Compensated Time Off will be deducted from your final paycheck. BIW reserves the right to pursue collection of the full amount owed if the final paycheck is insufficient to satisfy the amount owed.

Should you be laid off, in lieu of payment and upon receipt of your request to Payroll, your unused Accrued Compensated Time Off and Banked Compensated Time Off will be frozen pending your return to work. If you do not return to work by year-end, payment will occur at that time. In the interim you may request full payment of your unused Accrued Compensated Time Off and Banked Compensated Time Off. Payment will be made during the next regular pay period.

### **Section 6 – Other**

~~To the extent Executive Order 13706—Establishing Paid Sick Leave for Federal Contractors, September 7, 2015—requires changes to our leave policy for employees covered by this collective bargaining agreement, the parties agree to meet and negotiate in good faith to meet minimum requirements.~~

**Article 19**  
**COMPENSATION**  
**(Modified)**

**Section 1 – Effective Dates of New Agreement:**

This new labor agreement begins Monday, ~~December~~ *June 14 22, 2015 2020* and expires at midnight, Sunday, ~~May 17, 2020~~ *May 14, 2023*.

**Section 2 – Rates of Pay/Lump Sum:**

*If the contract is ratified by Midnight, June 21, 2020, a ratification bonus of one thousand two-hundred dollars (\$1,200) subject to applicable withholdings will be paid on the July 9, 2020 pay date to all employees on the active payroll effective June 29, 2020, and those employees who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between June 30, 2020 and June 28, 2021, and who remain on the active payroll for four (4) full consecutive weeks.*

~~A lump sum in lieu of a general wage increase (GWI) subject to applicable withholdings will be paid to all Local S6 employees according to the schedule below:~~

- ~~• Two thousand five hundred dollars (\$2,500) subject to applicable withholdings will be paid on December 24, 2015 pay date to all employees on the active payroll effective December 14, 2015 and those who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between December 14, 2015 and December 13, 2016, and who remain on the active payroll for four (4) consecutive weeks.~~
- ~~• Two thousand five hundred dollars (\$2,500) subject to applicable withholdings will be paid on December 15, 2016 pay date to all employees on the active payroll effective December 5, 2016 and those who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between December 5, 2016 and December 4, 2017, and who remain on the active payroll for four (4) consecutive weeks.~~
- ~~• Two thousand five hundred dollars (\$2,500) subject to applicable withholdings will be paid on December 14, 2017 pay date to all employees on the active payroll effective December 4, 2017 and those who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between December 4, 2017 and December 3, 2018, and who remain on the active payroll for four (4) consecutive weeks.~~
- ~~• Two thousand five hundred dollars (\$2,500) subject to applicable withholdings will be paid on December 13, 2018 pay date to all employees on the active payroll~~

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effective December 3, 2018 and those who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between December 3, 2018 and December 2, 2019, and who remain on the active payroll for four (4) consecutive weeks.

This pay shall be at your base hourly rate as identified and included in the table below:

**Wage Rate Chart**  
**All Classifications Except S40, M03 and Apprentices**

| -               | Rates as of       |
|-----------------|-------------------|
| Grade           | December 14, 2015 |
| AA (Specialist) | \$31.09           |
| A (Specialist)  | \$27.93           |
| B (Specialist)  | \$27.13           |
| C (Specialist)  | \$26.31           |
| 10              | \$25.80           |
| 9               | \$25.51           |
| 8               | \$24.32           |
| 7               | \$23.13           |
| 6               | \$21.93           |
| 5               | \$20.73           |
| 4               | \$19.55           |
| 3               | \$18.36           |
| 2               | \$17.15           |
| 1               | \$15.97           |

| Grade           | Rates as of<br>May 18, 2020 | Rates as of<br>May 17, 2021 | Rates as of<br>May 16, 2022 |
|-----------------|-----------------------------|-----------------------------|-----------------------------|
| AA (Specialist) | \$32.02                     | \$32.98                     | \$33.97                     |
| A (Specialist)  | \$28.77                     | \$29.63                     | \$30.52                     |
| B (Specialist)  | \$27.94                     | \$28.78                     | \$29.64                     |
| C (Specialist)  | \$27.10                     | \$27.91                     | \$28.75                     |
| 10              | \$26.57                     | \$27.37                     | \$28.19                     |
| 9               | \$26.28                     | \$27.07                     | \$27.88                     |
| 8               | \$25.05                     | \$25.80                     | \$26.57                     |
| 7               | \$23.82                     | \$24.53                     | \$25.27                     |
| 6               | \$22.59                     | \$23.27                     | \$23.97                     |
| 5               | \$21.35                     | \$21.99                     | \$22.65                     |
| 4               | \$20.14                     | \$20.74                     | \$21.36                     |
| 3               | \$18.91                     | \$19.48                     | \$20.06                     |
| 2               | \$17.66                     | \$18.19                     | \$18.74                     |
| 1               | \$16.45                     | \$16.94                     | \$17.45                     |



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*The wage rates for all grades above were determined based on the following General Wage Increases (GWIs):*

- ***Contract Year 1: 3.00%***
- ***Contract Year 2: 3.00%***
- ***Contract Year 3: 3.00%***

Trades with Grade AA Specialists: C70, E02, M04, M20, M21, O04, P18, W12

Trades with Grade A Specialists: C70, E02, H18, M04, M20, M21, O04, P18, W12

Trades with Grade B Specialists: E02, H18, M04, M20, M21, O04, P06, P18, S06, T12, W12

Trades with Grade C Specialists: E02, H18, M04, M20, M21, O04, P18, W12

Going forward, the following trades will be allowed to progress to pay grade 10: C02, E02, P18, S14, S40, T04 and Y02. In order to progress from pay grade 9 to pay grade 10, employees must meet the minimum qualifications for 1<sup>st</sup> Class mechanics in their trade. In addition, a mechanic must work at least 1,000 hours in grade 9 in that trade in order to be eligible for progression to pay grade 10.

**NOTE 1:** Employees in pay grade 1 through 8 will receive a pay increase to the next higher pay grade level effective the first pay period following the payment of every 1,000 hours on the job, provided the employee exhibits the skills required to achieve the next level.

**NOTE 2:** H18 Grades A, B or C Specialist rating will apply to certain rated truck drivers with commercial drivers licenses in accordance with the Memorandum of Agreement signed March 29, 2013.

**NOTE 3:** M20 progression to AA specialist in accordance with the Memorandum of Agreement signed May 9, 2016.

**NOTE 4:** C70 progression to AA specialist in accordance with the Memorandum of Agreement signed November 15, 2005.

**NOTE 5:** M21 progression to AA specialist in accordance with the Memorandum of Agreement signed May 9, 2016.

**NOTE 6:** E02 progression to AA specialist in accordance with Memorandums of Agreement dated June 2, 2003 and July 11, 2014.

**NOTE 7:** M04 progression to A specialist in accordance with Memorandum of Agreement dated September 28, 1998.

**NOTE 8:** O04 progression to AA specialist in accordance with Memorandums of Agreement dated March 13, 2008 and July 10, 2014.

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**NOTE 9:** P18 progression to AA specialist will be in accordance with Memorandum of Agreement dated October 3, 2002 and June 20, 2014.

**NOTE 10:** W12 progression to AA specialist will be in accordance with Memorandum of Agreement dated August 14, 2008.

**NOTE 11:** *S40 wage chart incorporated below in accordance with Memorandum of Agreement dated June 13, 2019.*

**Wage Rate Chart**  
**S40 Classification**

|   | <i>Rates as of</i>  | <i>Rates as of</i>  | <i>Rates as of</i>  |
|---|---------------------|---------------------|---------------------|
| <i>Grade</i>  | <i>May 18, 2020</i> | <i>May 17, 2021</i> | <i>May 16, 2022</i> |
| <i>First Class When Receiving<br/>Specialty Task W.A.R.</i> | <i>\$28.10</i>      | <i>\$28.93</i>      | <i>\$29.78</i>      |
| <i>First Class</i>  | <i>\$27.60</i>      | <i>\$28.43</i>      | <i>\$29.28</i>      |
| <i>10</i>   | <i>\$27.09</i>      | <i>\$27.90</i>      | <i>\$28.74</i>      |
| <i>9</i>  | <i>\$26.79</i>      | <i>\$27.59</i>      | <i>\$28.42</i>      |
| <i>8</i>  | <i>\$25.56</i>      | <i>\$26.33</i>      | <i>\$27.12</i>      |
| <i>7</i>  | <i>\$24.85</i>      | <i>\$25.60</i>      | <i>\$26.37</i>      |
| <i>6</i>  | <i>\$23.62</i>      | <i>\$24.33</i>      | <i>\$25.06</i>      |
| <i>5</i>  | <i>\$22.38</i>      | <i>\$23.05</i>      | <i>\$23.74</i>      |
| <i>4</i>  | <i>\$21.68</i>      | <i>\$22.33</i>      | <i>\$23.00</i>      |
| <i>3</i>  | <i>\$20.46</i>      | <i>\$21.07</i>      | <i>\$21.70</i>      |
| <i>2</i>  | <i>\$19.21</i>      | <i>\$19.79</i>      | <i>\$20.38</i>      |
| <i>1</i>  | <i>\$17.99</i>      | <i>\$18.53</i>      | <i>\$19.09</i>      |

*The wage rates for all S40 grades above were determined based on the following General Wage Increases (GWIs):*

- *Contract Year 1: 3.00%*
- *Contract Year 2: 3.00%*
- *Contract Year 3: 3.00%*

**Wage Rate Chart**  
**M03 Classification**

| -     | Rates as of       |
|-------|-------------------|
| Grade | December 14, 2015 |
| 9     | \$20.43           |
| 8     | \$19.47           |
| 7     | \$18.51           |
| 6     | \$17.56           |
| 5     | \$16.61           |
| 4     | \$15.65           |
| 3     | \$14.70           |
| 2     | \$13.73           |
| 1     | \$12.79           |

|       | Rates as of                                  | Rates as of  | Rates as of  |
|-------|--|--------------|--------------|
| Grade | <del>December 14, 2015</del><br>May 18, 2020 | May 17, 2021 | May 16, 2022 |
| 9     | \$21.04                                      | \$21.67      | \$22.32      |
| 8     | \$20.05                                      | \$20.65      | \$21.27      |
| 7     | \$19.07                                      | \$19.64      | \$20.23      |
| 6     | \$18.09                                      | \$18.63      | \$19.19      |
| 5     | \$17.11                                      | \$17.62      | \$18.15      |
| 4     | \$16.12                                      | \$16.60      | \$17.10      |
| 3     | \$15.14                                      | \$15.59      | \$16.06      |
| 2     | \$14.14                                      | \$14.56      | \$15.00      |
| 1     | \$13.17                                      | \$13.57      | \$13.98      |

*The wage rates for all M03 grades above were determined based on the following General Wage Increases (GWIs):*

- *Contract Year 1: 3.00%*
- *Contract Year 2: 3.00%*
- *Contract Year 3: 3.00%*

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**Section 3 – Apprentice Wage Rates:**

Apprentices will progress as follows:

| -        | -                      | <b>Rates as of</b>       |
|----------|------------------------|--------------------------|
| -        | -                      | <b>December 14, 2015</b> |
| <b>1</b> | <b>1st 1,000 Hours</b> | \$18.23                  |
| <b>2</b> | <b>2nd 1,000 Hours</b> | \$19.03                  |
| <b>3</b> | <b>3rd 1,000 Hours</b> | \$19.83                  |
| <b>4</b> | <b>4th 1,000 Hours</b> | \$20.66                  |
| <b>5</b> | <b>5th 1,000 Hours</b> | \$21.46                  |
| <b>6</b> | <b>6th 1,000 Hours</b> | \$22.28                  |
| <b>7</b> | <b>7th 1,000 Hours</b> | \$23.08                  |
| <b>8</b> | <b>8th 1,000 Hours</b> | \$23.89                  |

|          |                        | <b>Rates as of</b>  | <b>Rates as of</b>  | <b>Rates as of</b>  |
|----------|------------------------|---------------------|---------------------|---------------------|
|          |                        | <b>May 18, 2020</b> | <b>May 17, 2021</b> | <b>May 16, 2022</b> |
| <b>1</b> | <b>1st 1,000 Hours</b> | \$18.78             | \$19.34             | \$19.92             |
| <b>2</b> | <b>2nd 1,000 Hours</b> | \$19.60             | \$20.19             | \$20.80             |
| <b>3</b> | <b>3rd 1,000 Hours</b> | \$20.42             | \$21.03             | \$21.66             |
| <b>4</b> | <b>4th 1,000 Hours</b> | \$21.28             | \$21.92             | \$22.58             |
| <b>5</b> | <b>5th 1,000 Hours</b> | \$22.10             | \$22.76             | \$23.44             |
| <b>6</b> | <b>6th 1,000 Hours</b> | \$22.95             | \$23.64             | \$24.35             |
| <b>7</b> | <b>7th 1,000 Hours</b> | \$23.77             | \$24.48             | \$25.21             |
| <b>8</b> | <b>8th 1,000 Hours</b> | \$24.61             | \$25.35             | \$26.11             |

*All Apprentice wage rates above were determined based on the following General Wage Increases (GWIs):*

- *Contract Year 1: 3.00%*
- *Contract Year 2: 3.00%*
- *Contract Year 3: 3.00%*

**Section 4—Welder Qualification Tests: [Moved to Separate MOA]**

| TEST                                      | PROCESS               | POSITION                   | MATERIAL                             | INSPECTION |
|---|-----------------------|----------------------------|--------------------------------------|------------|
| Test 1<br><br>Grade 5                     | SMAW<br>(Stick)       | 3F<br>(Vert. Fillet)       | E10018, 3/8"<br>Plate                | VT & Break |
|   |                       | 4F<br>(Ovhd Fillet)        | E10018, 3/8"<br>Plate                | VT & Break |
|   | FCAW<br>(Flux Cored)  | 3F<br>(Vert. Fillet)       | E71T-1,<br>3/8" Plate                | VT & Break |
|   |                       | 4F<br>(Ovhd Fillet)        | E71T-1,<br>3/8" Plate                | VT & Break |
|   | GMAW-P<br>(Pulse Arc) | 2F<br>(Horiz. Fillet)      | E100S-1, 3/8"<br>Plate               | VT & Break |
|   |                       | 3F<br>(Vert. Up Fillet)    | E100S-1, 3/8"<br>Plate               | VT & Break |
|   |                       | 3FD<br>(Vert. Down Fillet) | E100s-1, 3/8"<br>Plate               | VT & Break |
|   |                       | 4F<br>(Ovhd Fillet)        | E100S-1, 3/8"<br>Plate               | VT & Break |
|   | GMAW<br>(Spray Arc)   | 2F<br>(Horiz. Fillet)      | E100S-1<br>3/8" Plate                | VT & Break |
| Test 2A<br><br>Grade 7                    | FCAW<br>(Flux Cored)  | 3G<br>(Vert. Groove)       | E71T-1,<br>3/4" Plate<br>w/Backgouge | VT & UT    |
|   |                       | 4G<br>(Ovhd Groove)        | E71T-1,<br>3/4" Plate<br>w/Backgouge | VT & UT    |
| Test 2B<br><br>Grade 8                    | GMAW-S<br>(Spray Arc) | 2G<br>(Horiz. Groove)      | E100S, 3/8"<br>Plate w/Ceramic       | VT & UT    |
| Test 3<br><br>Grade C<br><br>(See Note 1) | GMAW-P<br>(Pulse Arc) | 2G<br>(Horiz. Groove)      | E100S 3/8"<br>Plate w/Ceramic        | VT & UT    |
|   |                       | 3G<br>(Vert. Groove)       | E100S 3/8"<br>Plate w/Ceramic        | VT & UT    |
|   |                       | 3GD<br>(Vert Down Groove)  | E100S 1/4"<br>Plate w/Ceramic        | VT & UT    |
|   |                       | 4G<br>(Ovhd Groove)        | E100S 3/8"<br>Plate w/Ceramic        | VT & UT    |

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| <b>TEST</b>   | <b>PROCESS</b>  | <b>POSITION</b>  | <b>MATERIAL</b>             | <b>INSPECTION</b> |
|---|---|--|-----------------------------|-------------------|
| <b>Test 4</b><br><br><b>Grade-B</b><br><br># determined by<br>business needs<br><br>Senior<br>Qualified | P-2<br>GTAW<br>(Tig)<br>Fillets<br><br>Or<br>Tig<br>Aluminum<br>Fillets | 4F-restricted<br>(Ovhd)  | Cuni RN67<br>½" sch 10 pipe | VT/PT/Macro       |
|   |   | 5F-restricted<br>(Horizontal)                                      | Cuni RN67<br>½" sch 10 pipe | VT/PT/Macro       |
|   |   | 4F-restricted<br>(Ovhd)  | Cres 309<br>½" sch 10 pipe  | VT/PT/Macro       |
|   |   | 5F-restricted<br>(Horizontal)                                      | Cres 309<br>½" sch 10 pipe  | VT/PT/Macro       |
| <b>Test 5</b><br><br><b>Grade-A</b><br><br># determined by<br>business needs<br><br>Senior<br>Qualified | P-1<br>GTAW<br>(Tig)<br><br>Non-<br>Consumable                          | 2G-restricted<br>(Horiz. Fixed)                                    | Cres 347                    | VT & RT           |
|   |   |  | 5" sch 10 pipe              |                   |
|   |   | 5G-restricted<br>(Horiz. Fixed)                                    | Cres 347                    | VT & RT           |
|   |   |  | 5" sch 10 pipe              |                   |
|   |   | 6G-Cuni  | RN60<br>5" sch 80 pipe      | VT & RT           |
|   |   | 6G-Cuni  | RN67<br>5" Class 200        | VT & RT           |
|   | GTAW<br>P-1 Butt Welds  | 2G 5G-restricted<br>Fusion or<br>Consumable insert<br>or<br>FASTIG | Cres 347<br>5" sch 10 pipe  | VT & RT           |

**NOTE 1:** W12s in Pay Grade C and below performing either butts/seams in primary hull structure subject to UT/RT, and mechanized welding will receive \$0.50/hr while assigned rate.

**Article 20**  
**WELLNESS PROGRAM**  
**(No Change – Tentatively Agreed To)**

A comprehensive program is offered to employees and their spouses on a variety of programs to improve their health. These programs will respect employee privacy and personal choice.

**Article 21**  
**EMPLOYEES' BENEFITS**  
**(Modified)**

**Section 1 – Employees' Benefit Program:**

Your Benefits Program consists of plans that provide you financial security and policies that provide you paid time-off away from work.

Health and welfare plans include healthcare, accident and sickness (A&S) insurance, basic life insurance, supplemental life insurance, vision care, and business travel accident insurance. Retirement plans include pensions and 401(k). All of these plans require you to be a full-time employee. All of the health and welfare plans require you to complete 360 work-hours of your probationary period (not to exceed 90 days\*) from date of hire before you can participate. For the IAM National Pension Fund, that eligibility period is 60 calendar days from date of hire. The 401(k) plan does not have a service requirement for eligibility. BIW pays the full cost of your pensions, A&S insurance, basic life insurance and business travel accident insurance, and pays most of the cost of your healthcare. BIW also matches a portion of your contributions to your 401(k) account. These plans are ERISA plans and their terms and conditions are governed by plan documents and/or insurance contracts, all of which are available through the BIW Benefits Department. Therefore, the language contained in this Agreement for these plans is intended to represent only highlights of the plans. A summary plan description for each of these plans, which will give you further information in addition to these highlights, is available to you.

\*For clarification purposes only and to comply with PPACA requirements

In addition to the ERISA plans above, BIW sponsors a wellness program and will continue to offer a program where you can obtain insurance for personal property.

Policies that provide you paid time-off away from work include compensated time-off, bereavement, jury/military/witness pay, and holidays.

Additionally, LS6 sponsors a dental plan, a long-term disability plan, and an A&S plan which supplements the A&S that BIW sponsors for you. Each of these plans requires you to make contributions if you choose to participate in them. The language contained in this Agreement is limited to the terms and conditions that BIW and LS6 have agreed to so that if you elect to participate in them, your contributions to these plans will be deducted from your paycheck. To the extent permitted by law, your contributions for the dental plan will be deducted from your paycheck on a pre-tax basis. Your contributions for the supplemental A&S and long-term disability will be deducted on a post-tax basis. For information on the benefit provisions of these plans, contact the LS6 Union Hall. The Union agrees that it will provide the Director of Human Resources Services with a list of named employees by department and badge number participating in the Local S6-sponsored A&S supplemental plan upon request but no more than on a monthly basis. Such listing will be provided in a timely manner.



**Section 2 – Healthcare Program:**

The Healthcare Program in effect on January 1, ~~2016~~**2020**, will continue unchanged through December 31, ~~2016~~**2020**, ~~including but not limited to employee contributory premiums and plan co-payments. Effective~~**Beginning on** January 1, ~~2017~~**2021**, there will be changes to the Program. The highlights are described below.

**a) Choice:**

You are eligible for BIW's Healthcare Program once you have completed your probationary period. You have three healthcare options available to you and your eligible dependents:

- Physician Open Access (POA)
- Primary Care Physician Select (PCPS)
- Personal Health Account Plan (PHAP)

All options cover doctor visits, hospitalization, surgery, prescription drugs, mental health and substance abuse treatment, routine physical exams, child immunizations and check-ups, mammograms, and other services. The options differ in the amount you must contribute from your weekly paycheck and the amounts you pay when you obtain services.

Other options may be available to you if your primary residence is outside the Network Area.

**b) Enrolling in the Healthcare Program:**

You must have medical coverage through BIW, unless you are covered under another healthcare plan (such as your spouse's employer) in which case you would indicate that during your initial open enrollment process by the due date specified. If you are not waiving coverage as specified in the previous sentence, you will be enrolled in the Program as specified by you during your initial enrollment. If you fail to enroll, you will automatically be enrolled in the ~~POA~~**PHAP** Option with single coverage and a smoking status.

**c) Choosing Your Healthcare Option and Coverage Level:**

You will be able to choose the healthcare option you want to participate in and your coverage level each year through the annual open enrollment process. If you and your spouse are both employed by BIW, one of you can choose to cover your spouse and children, while the other can choose the no coverage option. You can each cover yourselves, but your spouse and/or dependents cannot have "double" coverage.

Annual enrollments provide you the opportunity to change your healthcare option, or coverage level, or smoking/non-smoking status. If you do not enroll by the due date specified,

you will automatically be re-enrolled in the same option and at the same coverage level and smoking/non-smoking status you had as of the last day of that calendar year.

**d) Contributory Premiums for Employees:**

Although BIW pays the majority of the cost of the Healthcare Program, you share in the cost through your employee contributions, which are deducted from your paycheck. To the extent permitted by law, these contributions will be deducted before taxes are withheld. If you are not receiving a paycheck, and are not placed on a leave of absence, your missed contributions will be deducted when you start receiving paychecks again. If you are not receiving a paycheck and are placed on a leave of absence, you will be responsible to make payment when billed. Failure to pay by the grace period, which is 60 calendar days, will result in termination of coverage.

The amount of your contribution will depend on the healthcare option and coverage level you select, and whether you or your covered family members are non-smokers and have the non-smoking discounts for that calendar year. Your spouse and children under the age of 26 are eligible dependents that you may enroll in the Program. Also, children who are totally disabled at the time that they would no longer be eligible for healthcare coverage because of the age limits, may be eligible for continued coverage under the Program. Weekly contributions for each coverage level for each healthcare option are shown in the last part of the section that explains that particular option.

**e) Eligibility for Non-Smoking Discount:**

Open Enrollment each year provides you with an opportunity to declare your smoking/non-smoking status for the following year. You are required to re-select your smoking/non-smoking status if it has changed.

You are eligible for the non-smoking discount if: 1) you and your covered dependents have not used tobacco products more than 3 times in the month before you complete the enrollment process, 2) you are committed to remaining smoke-free, and 3) you declare yourself and your dependents non-smokers.

You are not eligible for the non-smoking status if you and your dependents do not meet all three requirements stated in the paragraph above.

**f) Option 1: Physician Open Access (POA):**

The POA gives you “open access” to the doctor (or hospital) of your choice, without requiring a referral. Each time you need care, you decide which type of doctor to see and whether to receive services from an in-network provider (one who participates in the plan network) or from an out-of-network provider.

Even though you may seek care from any provider, it’s still important to review the extensive network of participating hospitals, doctors, and other providers. That’s because more of your out-of-pocket costs are covered when you use an in-network provider.

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You're free to receive care from any network provider to qualify for in-network benefits. When you do, office visits are covered at 100% after a co-payment. Preventive Care Office Visits are covered at 100%. Prescription drugs are covered at 100% after a co-payment that is determined based upon whether the drug is filled with a generic, preferred brand name, or non-preferred brand name. You can receive up to a 30-day supply through a retail pharmacy, and a 90-day supply through the mail-order program. Most other services are subject to an annual deductible, coinsurance, and an out-of-pocket maximum. Listed below is a summary of some fees for commonly used services from network providers.

|                               | <b>Through<br/><u>12/31/17</u></b> | <b>After<br/><u>12/31/17</u></b> |
|-------------------------------|------------------------------------|----------------------------------|
| Preventive Care Office Visit  | \$0-                               | \$0-                             |
| Office Visits (PCP)           | \$35                               | \$35                             |
| Office Visits (Specialist)    | \$100/50                           | \$100/50                         |
| Cardiac Rehabilitation        | \$0-                               | \$0-                             |
| Physical Therapy Office Visit | \$50                               | \$50                             |
| Chiropractic Office Visit     | \$50                               | \$50                             |
| Allergy Shots Office Visit    | office visit                       | office visit                     |
| Prescription Drugs            |                                    |                                  |
| Retail (30-day supply)        | \$10/30/70                         | \$15/50/65/120                   |
| Mail Order (90-day supply)    | \$20/60/100/140                    | \$30/100/130/240                 |
| X-rays, Labs, Diagnostics     | 20%; after deductible              | 20%; after deductible            |
| Emergency Room                | 20%; after deductible              | 20%; after deductible            |
| Inpatient Hospital Stay       | 20%; after deductible              | 20%; after deductible            |
| Outpatient Surgery            | 20%; after deductible              | 20%; after deductible            |

Here is how your share of the cost for care is determined for those services where coinsurance applies. (Co-payments for office visits and prescription drugs do not count toward the annual deductible and out-of-pocket maximum.)

Unless specifically stated above, you need to meet the annual deductible. For in-network care, the annual deductible is:

| <b>Year</b>               | <b><u>2016</u></b> | <b><u>2017</u></b> | <b><u>2018</u></b> | <b><u>2019</u></b> | <b><u>2020</u></b> |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Per Person</b>         | \$400              | \$400              | \$600              | \$600              | \$600              |
| <b>Maximum Per Family</b> | \$800              | \$800              | \$1,200            | \$1,200            | \$1,200            |

| <b>Year</b>               | <b><u>2020</u></b> | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>2023</u></b> |
|---------------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Per Person</b>         | \$600              | \$600              | \$800              | \$800              |
| <b>Maximum Per Family</b> | \$1,200            | \$1,200            | \$1,600            | \$1,600            |

Once you meet the annual deductible, you will begin to pay a percentage of covered services.

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After your deductible and share of coinsurance reaches the out-of-pocket maximum, then the plan pays the remainder of covered services (excluding co-payments) for the rest of the year. This means the plan pays 100% of the usual, customary and reasonable costs for covered services where coinsurance applies. The out-of-pocket maximum is:

| <b>Year</b>               | <b><u>2016</u></b> | <b><u>2017</u></b> | <b><u>2018</u></b> | <b><u>2019</u></b> | <b><u>2020</u></b> |
|---------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Per Person</b>         | \$1,700            | \$1,700            | \$1,900            | \$1,900            | \$1,900            |
| <b>Maximum Per Family</b> | \$3,400            | \$3,400            | \$3,800            | \$3,800            | \$3,800            |

| <b>Year</b>               | <b><u>2020</u></b> | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>2023</u></b> |
|---------------------------|--------------------|--------------------|--------------------|--------------------|
| <b>Per Person</b>         | \$1,900            | \$1,900            | \$2,500            | \$2,500            |
| <b>Maximum Per Family</b> | \$3,800            | \$3,800            | \$5,000            | \$5,000            |

To participate in the POA Option, the following contributions will be deducted from your weekly paycheck.

| <b><u>POA</u></b>                | <b><u>2016-2020</u></b>  |                      |
|----------------------------------|--------------------------|----------------------|
|                                  | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> |
| <b>Employee Only</b>             | \$11.33                  | \$16.99              |
| <b>Employee &amp; Spouse</b>     | \$20.76                  | \$32.64              |
| <b>Employee &amp; Child(ren)</b> | \$20.76                  | \$32.64              |
| <b>Employee &amp; Family</b>     | \$32.09                  | \$49.59              |

| <b><u>POA</u></b>                | <b><u>2020</u></b>       |                      | <b><u>2021</u></b>       |                      | <b><u>2022</u></b>       |                      | <b><u>2023</u></b>       |                      |
|----------------------------------|--------------------------|----------------------|--------------------------|----------------------|--------------------------|----------------------|--------------------------|----------------------|
|                                  | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> |
| <b>Employee Only</b>             | \$11.33                  | \$16.99              | \$11.90                  | \$17.84              | \$12.50                  | \$18.73              | \$13.13                  | \$19.67              |
| <b>Employee &amp; Spouse</b>     | \$20.76                  | \$32.64              | \$21.80                  | \$34.27              | \$22.89                  | \$35.98              | \$24.03                  | \$37.78              |
| <b>Employee &amp; Child(ren)</b> | \$20.76                  | \$32.64              | \$21.80                  | \$34.27              | \$22.89                  | \$35.98              | \$24.03                  | \$37.78              |
| <b>Employee &amp; Family</b>     | \$32.09                  | \$49.59              | \$33.69                  | \$52.07              | \$35.37                  | \$54.67              | \$37.14                  | \$57.40              |

### **g) Option 2: Primary Care Physician Select (PCPS):**

The PCPS plan is primarily a copay-based plan. If you select the PCPS you must receive your care from a specific network of doctors, hospitals, and other health care providers. Out-of-network care is not covered. Except for emergencies and services preapproved by the healthcare

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carrier, if you receive care from out-of-network providers, you will be responsible for the entire cost of the service.

Listed below is a summary of some fees for commonly used services from network providers:

|                               | <b>Through<br/><u>12/31/17</u></b>                                   | <b>After<br/><u>12/31/17</u></b>                       |
|-------------------------------|--|--|
| Preventive Care Office Visit  | \$0-   | \$0-   |
| Office Visits (PCP)           | \$25   | \$25   |
| Office Visit (Specialist)     | \$50/25  | \$60/30  |
| Cardiac Rehabilitation        | \$0-   | \$0-   |
| Physical Therapy Office Visit | \$25   | \$30   |
| Chiropractic Office Visit     | \$25   | \$30   |
| Allergy Shots Office Visit    | office visit   | office visit   |
| Prescription Drugs            |  |  |
| Retail (30-day supply)        | \$10/30  | \$15/40  |
| Mail Order (90-day supply)    | \$20/60  | \$30/80  |
| X-rays, Labs, Diagnostics     | 20%  | 20%  |
|                               | Coinsurance<br>(annual max: \$250<br>475/person \$500<br>950/family) | Coinsurance (annual max:<br>\$475/person \$950/family) |
| Emergency Room                | \$175  | \$200  |
| Inpatient Hospital Stay       | \$450  | \$500  |
| Outpatient Surgery            | \$225  | \$250  |

~~Beginning in 2018,~~ You will need to meet an annual deductible before the co-pays and coinsurance are applicable. Once you have met the annual deductible, you will then pay co-pays and/or coinsurance for healthcare services as outlined above. For in-network care, the annual deductible is:

| <b><u>Year</u></b>               | <b><u>2016</u></b> | <b><u>2017</u></b> | <b><u>2018</u></b> | <b><u>2019</u></b> | <b><u>2020</u></b> |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b><u>Per Person</u></b>         | NA                 | NA                 | \$150              | \$150              | \$150              |
| <b><u>Maximum Per Family</u></b> | NA                 | NA                 | \$300              | \$300              | \$300              |

| <b><u>Year</u></b>               | <b><u>2020</u></b> | <b><u>2021</u></b> | <b><u>2022</u></b> | <b><u>2023</u></b> |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|
| <b><u>Per Person</u></b>         | \$150              | \$150              | \$250              | \$250              |
| <b><u>Maximum Per Family</u></b> | \$300              | \$300              | \$500              | \$500              |

To participate in the PCPS option, the following contributions will be deducted from your weekly paycheck.

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| <b><u>PCPS</u></b><br>-          | <b><u>2016-2020</u></b>  |                      |
|----------------------------------|--------------------------|----------------------|
|                                  | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> |
| <b>Employee Only</b>             | \$21.55                  | \$27.22              |
| <b>Employee &amp; Spouse</b>     | \$44.85                  | \$56.18              |
| <b>Employee &amp; Child(ren)</b> | \$44.85                  | \$56.18              |
| <b>Employee &amp; Family</b>     | \$64.65                  | \$80.79              |

| <b><u>PCPS</u></b>               | <b><u>2020</u></b>       |                      | <b><u>2021</u></b>       |                      | <b><u>2022</u></b>       |                      | <b><u>2023</u></b>       |                      |
|----------------------------------|--------------------------|----------------------|--------------------------|----------------------|--------------------------|----------------------|--------------------------|----------------------|
|                                  | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> | <b><u>Non-Smoker</u></b> | <b><u>Smoker</u></b> |
| <b>Employee Only</b>             | \$21.55                  | \$27.22              | \$22.63                  | \$28.58              | \$23.76                  | \$30.01              | \$24.95                  | \$31.51              |
| <b>Employee &amp; Spouse</b>     | \$44.85                  | \$56.18              | \$47.09                  | \$58.99              | \$49.44                  | \$61.94              | \$51.91                  | \$65.04              |
| <b>Employee &amp; Child(ren)</b> | \$44.85                  | \$56.18              | \$47.09                  | \$58.99              | \$49.44                  | \$61.94              | \$51.91                  | \$65.04              |
| <b>Employee &amp; Family</b>     | \$64.65                  | \$80.79              | \$67.88                  | \$84.83              | \$71.27                  | \$89.07              | \$74.83                  | \$93.52              |

**h) Personal Health Account Plan (PHAP):**

The PHAP is designed to conform to IRS regulations and federal legislation associated with the use of a Health Savings Account (HSA). The PHAP covers preventive care at 100% with no deductible when you use in-network providers. For all other covered services, you must meet the annual deductible and then pay coinsurance until you meet your annual out-of-pocket limit. After meeting the annual out-of-pocket limit (which includes the deductible), all covered services are covered at 100% for the rest of the year.

| <b>Coverage Level</b>  | <b>Deductible</b> | <b>Out-of-pocket Maximum</b> |
|--|-------------------|------------------------------|
| <b>Employee Only</b>   | \$1,500           | \$2,000                      |
| <b>Employee &amp; Spouse<br/>Employee &amp; Child(ren)<br/>Employee &amp; Family</b> | \$3,000           | \$4,000                      |

You can use any health care provider you wish in the insurer's network and are encouraged to select and use a primary care doctor. If you use providers not in the network, you will have a higher deductible, coinsurance, and out-of-pocket maximum. Listed below are the coinsurances you would pay after meeting the deductible for commonly used services from network providers:

|  |                                |
|--|--------------------------------|
| Preventive Care  | Covered in full; no deductible |
| Office Visits (PCP, Specialists, Chiropractic,<br>Physical Therapy, Cardiac Rehab, etc.) | 10% after deductible           |
| Prescription Drugs (Retail and Mail Order)   | 10% after deductible           |

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|                                      |                      |
|--------------------------------------|----------------------|
| X-rays, Labs and Diagnostics         | 10% after deductible |
| Emergency Room                       | 10% after deductible |
| Hospitals (Inpatient and Outpatient) | 10% after deductible |

To participate in the PHAP Option, the following contributions will be deducted from your weekly paycheck.

| <b><u>PHAP</u></b>               | <b><u>2016 — 20202020-2023</u></b> |                      |
|----------------------------------|------------------------------------|----------------------|
|                                  | <b><u>Non-Smoker</u></b>           | <b><u>Smoker</u></b> |
| <b>Employee Only</b>             | \$3.62                             | \$8.28               |
| <b>Employee &amp; Spouse</b>     | \$6.53                             | \$16.42              |
| <b>Employee &amp; Child(ren)</b> | \$6.53                             | \$16.42              |
| <b>Employee &amp; Family</b>     | \$10.27                            | \$24.67              |

*Employees that elect the PHAP in any year 2021-2023 will be eligible for a seed deposited into their HSA. The seed will be deposited in 2021, 2022, and 2023 for employees enrolled in the PHAP in those years. The amount of the seed will be \$600 for Employee Only coverage and \$1,200 for all other tiers.*

### **i) Changes During the Year:**

You can only make changes in the Healthcare Program during the annual enrollment period, unless you have a life event or "qualifying change in status" that affects the type of coverage you need. You or your dependents can enroll in or change your level of coverage during the year, consistent with the legal requirements for a qualifying change in status, only if one of the following events occur and you and your dependents sign up within 31 days to reflect the life event. Life events and status changes are:

- Marriage, divorce, legal separation or annulment.
- Birth, adoption or placement for adoption of a child.
- Death of a covered dependent.
- Change in your dependent's eligibility status (for example, your child reaches an age when coverage stops).
- You lose coverage provided under another plan (for example, your spouse's plan is no longer offered).
- Change in location (that is, your current medical coverage is not available in your new location).
- Termination or start of employment by yourself, your spouse or your dependent.
- Change in your or your spouse's employment status that results in a gain or loss of benefits eligibility (for example, a change in work schedule, termination of employment, or new employment).

**j) Participation and Contributory Premiums for Employees on a Medical Leave of Absence:**

BIW will continue healthcare for employees on a medical LOA and their eligible dependents under the conditions specified in Article 16. Contributions equal to the active employee contribution will be required. Failure to pay these contributions in a timely manner (See Contributory Premiums for Employees), will result in termination of healthcare benefits.

**k) Participation and Contributory Premiums for Retirees:**

If you are eligible to retire under the Pension Plan directly from employee status for any reason and are under age 65, you may elect to participate in the Healthcare Program. Your monthly payment to participate will be equal to BIW's average cost for the coverage level you select.

**l) Participation for Eligible Dependents of Deceased Employees:**

An employee's spouse and/or eligible dependent children will be covered by the Healthcare Program for one full year from the end of the month of employee's death, with no contributory premiums required.

**m) Coordination of Benefits for SSDI/Medicare:**

BIW will coordinate benefits under the BIW Healthcare Plan as a secondary payor to Medicare for all subscribers who are Medicare eligible as a result of an SSDI award.

**n) Joint Committee on Healthcare Costs and Quality:**

BIW and LS6 are committed to ensuring that employees have access to cost effective, quality healthcare coverage. Because of their ongoing concern about the quality of healthcare and costs, the parties agree to a Joint Committee on Healthcare Costs and Quality. The Committee will have an equal number of representatives, including a co-chair, from each party. When appropriate, healthcare experts and representatives from BIW's health plans will be invited to attend Committee meetings. Each party may have their benefits consultants and advisors attend Committee meetings. The Committee also will meet with healthcare providers to express the parties' interest in obtaining quality healthcare at affordable prices.

In furtherance of these objectives, any savings on the annual cost of healthcare will be passed on to employees. If annual per capita costs for healthcare decline between July 1 and June 30 of the following year, then employee's weekly premiums will be reduced by 50% of the weekly equivalent decrease as of January 1. In a year or partial year where plan design changes occur, the claims experience incurred during the time frame that the previous plan design was in effect, will be actuarially adjusted to reflect the new plan design.



**o) Changes in Healthcare Plan Design:**

As healthcare information and tools to evaluate quality become available to BIW and Local S6, either party may propose using financial incentives or disincentives within the Healthcare Plans that will encourage members to use certain providers that have better outcomes. Proposals that reduce aggregate costs to both BIW and employees will be carefully evaluated by the other party for inclusion into existing plan design.

To the extent the plan design contained within this Agreement cannot be administered by the current or a future healthcare carrier, both BIW and Local S6 will work together in whole or in part in order to provide the health insurance coverage and benefits which are comparable as a whole to the coverages and benefits described in this Agreement.

The Parties understand that the Patient Protection and Affordable Care Act and other potential related legislation (ACA) have or will dramatically alter how health care is offered to employees. The Parties also recognize that many rules and regulations have not been fully completed, written or published. The parties, therefore, agree as follows:

- 1.) If the health benefits provided under this Article fail to meet the requirements of the ACA or subject the Company to penalties, taxes or fines, BIW will provide notice to Local S6. The Parties then will meet immediately to bargain over any changes necessary to ensure compliance and to avoid any penalties, taxes or fines. Absent agreement by the parties to re-open this Agreement, bargaining shall be limited to health care. Bargaining will occur for a period of up to sixty (60) days.
- 2.) If the parties are unable to reach agreement, BIW may unilaterally implement the minimum changes required to ensure compliance and to avoid any penalties, taxes or fines, subject to the Union's right to grieve and arbitrate the issue. Any changes that create additional costs may be offset by plan changes, including plan design and/or the implementation of employee contributions.
- 3.) If a dispute under this provision proceeds to arbitration, the arbitrator will be empowered to rule on the good faith efforts of both parties to reach agreement, whether BIW implemented only what it believed in good faith were the minimum changes necessary to ensure compliance and to avoid any penalties, taxes or fines, and BIW's efforts to minimize the impact on employees.

**Section 3 – Flexible Spending Accounts (FSA):**

**a) Health Care FSA:**

This is a special account where the money in the account may be used on a tax free basis for almost any un-reimbursed expense related to medical, dental, or vision coverage for you, your spouse, or your dependents. For example, you can use the money to be reimbursed for deductibles, co-insurance, and co-payments under an established plan (like the BIW healthcare program, or the LS6-sponsored union dental plan, or a plan through your spouse's employer), or for out-of-pocket expenses you have if you are not covered under an established plan. Contributions you make as a requirement to participate in a benefits plan, like payroll deductions for healthcare or dental coverage, are not eligible.

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You have access to either a full-use or limited-use FSA. A full-use FSA can be used to cover medical, dental, and vision expenses. However, you cannot elect a full-use FSA if you or your spouse has a Health Savings Account (HSA). A limited-use FSA can be used to cover dental and vision expenses and can be used in conjunction with an HSA.

You can establish your own account by setting aside a portion of your wages on a pre-tax basis during the annual open enrollment process conducted each Fall preceding the calendar year. If you elect to participate in this account, you must indicate so during the open enrollment and decide how much to contribute during that year. Contribution limits will be consistent with federal laws and regulations.

To make sure you put the right amount of money in your account during open enrollment, you need to estimate your expenses for the next year. To the extent you have money remaining in your FSA at the end of the year, you can carry-over up to \$500 for use in the following year. Any amount beyond \$500 will be forfeited; notwithstanding that you have ninety (90) days after the end of the year in which to file receipts for services that were rendered in that year. See the BIW Benefits Department for a complete list of eligible and ineligible expenses.

You can only make changes outside of the open enrollment process during the year under certain rules. For those rules, see the "Changes During The Year" section under the Healthcare Program.

### **b) Dependent Care FSA:**

This is a special account where you can be reimbursed dependent day care expenses that meet certain requirements on a tax-free basis.

An annual open enrollment process will be conducted each Fall preceding the calendar year. If you elect to participate in this account, you must indicate so during the open enrollment and decide how much to contribute during that year. Contribution limits will be consistent with federal laws and regulations.

To make sure you put the right amount of money in your account during open enrollment, you need to estimate your expenses for the next year. If you put more money into the account than you have expenses for, any money remaining in your account by the end of the year will be forfeited; notwithstanding that you have ninety (90) days after the end of the year in which to file receipts for services that were rendered in that year. See the BIW Benefits Department for a complete list of eligible and ineligible expenses.

You can only make changes outside of the open enrollment process during the year under certain rules. For those rules, see the "Changes During The Year" section under the Healthcare Program.

**c) Commuter FSA:**

*This is a special account where you can put aside money from your paycheck in a pre-tax account to pay for qualified commuting and parking expenses.*

*You can enroll in this benefit at any time during the plan year. You must enroll by the 10<sup>th</sup> of the month for the benefit start the following month. For example, if you want to utilize this benefit in April you will need to sign up by March 10<sup>th</sup>. There is no annual “use it or lose it” rule as long as you remain employed by GDBIW.*

**Section 4 – Basic Accident and Sickness:**

For eligible employees, the Basic Accident and Sickness Plan in effect on ~~December 14, 2015~~**June 21, 2020** in the weekly benefit amount of two-hundred and fifty dollars (\$250) will remain unchanged for the duration of this agreement ***be increased to two-hundred and seventy five (\$275).***

**Section 5 – Life Insurance Coverage:**

**a) Basic Life Insurance:**

For eligible employees, the Basic Life Insurance coverage in effect on ~~December 14, 2015~~**June 21, 2020** in the amount of \$50,000 will remain at that level for the duration of this Agreement.

If you are eligible to retire under the Pension Plan directly from employee status with BIW, you will be eligible for life insurance coverage during your retirement. Your benefit amount will be the same amount that was in effect prior to your retirement. Then, on the first anniversary date of your retirement, your life insurance benefit will be reduced by 10%. Thereafter, every year on the anniversary of your retirement, your benefit will be lowered by the same amount it was reduced on your first anniversary date. The minimum benefit paid to your surviving beneficiary is \$5,000.

**b) Supplemental Life Insurance:**

You are eligible for additional life insurance for yourself.

You will have ~~six (6)~~ ***nine (9)*** options to choose from each calendar year during the annual open enrollment process, which will be conducted each Fall preceding the calendar year. Your options will include:

- No Coverage.
- Coverage at ~~\$25,000~~ ***the annual amount of your base wage rate.***
- Coverage at ~~\$50,000~~ ***two times (2X) the annual amount of your base wage rate.***
- Coverage at ~~\$100,000~~ ***three times (3X) the annual amount of your base wage rate.***
- Coverage at ~~\$200,000~~ ***four times (4X) the annual amount of your base wage rate.***

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- Coverage at ~~\$300,000~~ *five times (5X) the annual amount of your base wage rate.*
- *Coverage at six times (6X) the annual amount of your base wage rate.*
- *Coverage at seven times (7X) the annual amount of your base wage rate.*
- *Coverage at eight times (8X) the annual amount of your base wage rate.*

Satisfactory proof of evidence of insurability is required for all increases.

If you elect supplemental life insurance, you will pay the full cost of the premium. This cost will be deducted from your paycheck on an after tax-basis. The cost can change each year and depends upon the coverage level you select and your age.

**c) Spousal Life Insurance:**

*You are eligible for life insurance for your spouse.*

*You will have six (6) options to choose from each calendar year during the annual open enrollment process, which will be conducted each Fall preceding the calendar year. Your options will include:*

- *No coverage.*
- *Coverage at \$10,000.*
- *Coverage at \$25,000.*
- *Coverage at \$50,000.*
- *Coverage at \$75,000.*
- *Coverage at \$100,000.*

*Satisfactory proof of evidence of insurability is required for all increases.*

*If you elect spousal life insurance, you will pay the full cost of the premium. This cost will be deducted from your paycheck on an after tax-basis. The cost can change each year and depends upon the coverage level you select and your spouse's age.*

**d) Child Life Insurance:**

*You are eligible for life insurance for your child(ren).*

*You will have six (6) options to choose from each calendar year during the annual open enrollment process, which will be conducted each Fall preceding the calendar year. Your options will include:*

- *No coverage.*
- *Coverage at \$5,000.*
- *Coverage at \$10,000.*
- *Coverage at \$15,000.*
- *Coverage at \$20,000.*
- *Coverage at \$25,000.*

*Satisfactory proof of evidence of insurability may be required for all increases.*

*If you elect child life insurance, you will pay the full cost of the premium. This cost will be deducted from your paycheck on an after tax-basis. The cost can change each year and depends upon the coverage level you select.*

You can only make changes *to b) through d) above* outside of the open enrollment process during the year under certain rules. For those rules, see the "Changes During The Year" section under the Healthcare Program.

#### **Section 6 – Business Travel Accident Insurance:**

If you die as a result of an accident while you are traveling on company business, your beneficiary will receive a lump sum benefit of four times your annual base pay.

#### **Section 7 – Vision Care Plan:**

You will be eligible to participate in a vision care plan. This plan provides coverage for eye examinations, lenses, frames, and contact lenses.

You will have five (5) options to choose from each calendar year during the annual open enrollment process, which will be conducted each Fall preceding the calendar year. Your options will include:

- No coverage.
- Employee Only.
- Employee and Spouse.
- Employee and Child(ren).
- Employee and Family.

If you elect coverage under the vision care plan, you will pay the full cost of the premium. To the extent permitted by law, these contributions will be deducted before taxes are withheld. The cost can change each year and depends upon the coverage level you select.

You can only make changes outside of the open enrollment process during the year under certain rules. For those rules, see the "Changes During The Year" section under the Healthcare Program.

#### **Section 8 – Personal Lines of Insurance:**

You are eligible to receive a free no-obligation rate quote from an insurance carrier that BIW chooses for several different types of personal insurance coverage (i.e., automobile, home). Each employee who chooses to apply and is accepted for one or more coverages would be individually underwritten and rated, and will also have the option to have premiums automatically deducted from paychecks in equal amounts each pay period.

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The insurance carrier reserves the right to not offer this Program in certain states, and may not underwrite certain high-risk individuals.

**Article 22**  
**PENSION PLAN**  
**(Modified)**

**Section 1 – Bath Iron Works Corporation Pension Plan for Hourly Employees:**

If you participated in this Plan prior to September 1, 1994, you are also vested to a monthly benefit at your normal retirement age (65) equal to \$16.50 multiplied by your years and months of credited service in this Plan as of August 31, 1994.

**Section 2 - IAM National Pension Fund:**

**BIW Contribution Rate:**

BIW became a Contributing Employer under the IAM National Pension Fund on September 1, 1994. BIW's contribution to the IAM Plan in effect on ~~December 14, 2015~~ **June 21, 2020** of ~~\$2.50~~ **\$2.85** per employee per hour of service as defined in the Standard Contract Language will increase to \$2.55 on May 23, 2016. ~~Effective May 22, 2017, the contribution will increase to \$2.60. Effective May 21, 2018, the contribution will increase to \$2.70. Effective May 20, 2019, the contribution will increase to \$2.85~~ **remain at this level for the duration of this agreement, subject to the annual contribution rate increases required under the "Preferred Schedule" of the Rehabilitation Plan set forth below in this Section 2. Those increases shall result in the following rates:**

| <b><u>Effective Date:</u></b> | <b><u>Contribution Rate:</u></b> |
|-------------------------------|----------------------------------|
| <b><i>June 22, 2020</i></b>   | <b><i>\$2.92</i></b>             |
| <b><i>June 21, 2021</i></b>   | <b><i>\$2.99</i></b>             |
| <b><i>June 22, 2022</i></b>   | <b><i>\$3.07</i></b>             |

**IAM National Pension Fund Rehabilitation Plan Schedule Adoption:**

***BIW and the Union agree, effective June 22, 2020, to adopt the "Preferred Schedule" contained within the Rehabilitation Plan adopted by the Board of Trustees of the IAM National Pension Fund on April 17, 2019. The Supplemental Agreement containing the Fund's recommended adoption language is included in Schedule A to this Agreement, along with the Fund's Standard Contract Language.***

**Pension Protection Act (PPA) Impact Avoidance:**

BIW and the Union agree, at the request of either party, to promptly meet mid-term to negotiate, in good faith, any modification of this agreement under a Funding Improvement Plan or Rehabilitation Plan recommended by the Plan Trustees as necessitated under the PPA.

**Article 23**  
**SUPERVISORS NOT TO WORK WITH THE TOOLS**  
**(No Change – Tentatively Agreed To)**

**Section 1:**

It is not the intent or desire of BIW that supervisors be permitted to perform work on any hourly-rated job except in the following situations.

- **Emergencies:** Supervisors will be allowed to give limited assistance to other employees where imminent danger to people or property exists or can alleviate an unsafe situation where no employee(s) are present in the immediate area to do the work.
- **Instruction of Employees:** Supervisors will be allowed to explain how to do a job verbally. This does not allow them to do the work.
- **Training:** If employees are assigned to a job with insufficient knowledge of how to do the work in question, a supervisor could demonstrate how to do the work in question in situations where no other employees are readily available.
- **Limited Assistance:** In situations where an employee is doing a job that could bring him harm, a supervisor could help in situations where no other employees are available.

**Section 2:**

Violations of this Article will not be tolerated. In cases of alleged chronic repeat violations by a supervisor, the Union President can request a meeting with the cognizant Vice President who will meet with the Union President or his designee(s) to review the cases and take whatever appropriate action the Vice President deems necessary to resolve the cases to the mutual satisfaction of both parties.



**Article 24**  
**GRIEVANCE PROCEDURE**  
**(Modified)**

**Section 1 – Definition:**

Wherever used in this agreement, the term “grievance” shall mean any disagreement, difference, or dispute raised by any employee(s) or the Union that the Company has violated subjects covered in this Agreement.

**Section 2 – (Lowest Level Resolution Process):**

Prior to filing a written grievance the appropriate employee, supervisor and Trade Shop Steward will have the ability to resolve the issue. If no resolution is reached then the Trade Foreman will meet with appropriate employee, supervisor and Trade Shop Steward to resolve the issue. If no resolution is reached within five (5) days then the Trade Shop Steward will file a grievance with Labor Relations. Settlement of issues prior to filing a grievance will be done on a non-precedent non prejudice basis

**Section 3 – (Grievance Hearing):**

If the grievance is not resolved as part of the discussions in section 2, above, the grievance shall be reduced to written form and presented to Labor Relations. The written grievance should set forth the facts giving rise to the grievance, and, where possible, should provide the remedy sought, and specify the sections of the Agreement alleged to be violated. Labor Relations must schedule a meeting between you (i.e., a represented employee), your Steward, Chief Steward, two members of the grievance committee, and witnesses that can testify directly about the facts in dispute (up to a maximum of three) within ten (10) days. Labor Relations will have five (5) days to answer your grievance after hearing it.

**NOTE:** In processing grievances through Grievance Hearings, BIW will only pay conferring to the Union representatives identified in these sections. Any other Union representative(s) present will be paid by the Union.

**Section 4 – (Arbitration):**

There will be one arbitrator/mediator selected in accordance with the procedures of the American Arbitration Association. A request for arbitration/mediation is to be submitted to the American Arbitration Association within ninety (90) work days from the date of the Section 3 grievance answer. The arbitrator/mediator shall follow the American Arbitration Rules for Arbitration.

The arbitrator’s decision shall be in writing and shall set forth what relief, if any, shall be granted. A decision of the arbitrator shall be final and binding, except that he shall have no power to alter or modify the terms of this Agreement.

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In any disputed matter, the records of BIW shall be deemed to be correct, unless other evidence shall be introduced.

The decision of the arbitrator shall be final and binding upon BIW and the Union for the duration of this Agreement unless mutually agreed.

The cost of the arbitrator/mediator and administrative costs of the arbitration shall be shared equally between the Company and the Union. Each party shall bear its own costs, including the cost of witnesses who shall be paid by the party who called them.

The Union or Company may, following the scheduling of a grievance for arbitration/mediation, that is then subsequently settled, substitute another grievance to be heard by an arbitrator/mediator by mutual agreement. In the event the parties disagree, and there are thirty (30) or more days remaining from the date of settlement before the scheduled date, LS6 will select the substitute grievance. When less than thirty (30) days exist from date of settlement and the parties disagree, the Company will pay the cancellation fee.

**NOTE:** Non-binding mediation of any dispute/grievance may occur upon the agreement of both parties. The selection of a mediator will be made by mutual agreement of the parties. The rules of mediation will be negotiated with the mediator on a case-by-case basis. Either party may terminate the mediation at any point without prejudice.

### **Section 5 – Accelerated Arbitration:**

BIW or the Union may institute accelerated arbitration proceedings as outlined elsewhere in this agreement. The Union and the Company will select ten (10) arbitrators by mutual agreement who will, by rotation, hear any accelerated case filed with the American Arbitration Association. The arbitrator will follow the American Arbitration Association Rules for Arbitration except for the provisions outlined below.

- The American Arbitration Association will advise the appropriate arbitrator, by alphabetical rotation, of his appointed case within five (5) days. The arbitrator will hear his/her appointed case within fifteen (15) days. If an arbitrator is unable to fulfill his appointment, the American Arbitration Association shall move to the next arbitrator on the list.
- If multiple days are needed, the Company, Union, and arbitrator will use the next available workday to complete the hearing.
- There will be no briefs, unless mutually agreed upon. Both sides will do closing arguments.
- The arbitrator will have ten (10) days to render his/her decision unless mutual agreement is reached.

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- The arbitrator will follow all other provisions outlined in the American Arbitration Association Rules for Arbitration that are not in conflict with this agreement. Where conflict exists, the agreement shall prevail.

### **Section 6 – Grievances Scheduled Outside of Your Shift:**

Second and third shift grievant(s), Steward(s), and Grievance Committee members will be paid overtime at the appropriate rate if their grievance is heard on off-shift time. The Company will make an effort to schedule second or third shift grievances at mutually convenient times on those respective shifts. An International Representative of the Union, President, Vice President, Chief Steward or the Chief Steward's designee may be present at any meeting provided for in this process. First shift mechanics, Stewards, and Grievance Committee members who attend a grievance outside their assigned shift will be compensated at the applicable overtime rate.

If there is a known need to cancel, either party will provide notice by 12 Noon for second shift grievances on the day they are scheduled to be heard. If the Company fails to notify the Union, the Grievance Committee members scheduled to present the grievance shall be compensated for one (1) hour at time and one-half for inconvenience.

### **Section 7 – Grievance Timeframes:**

If you have a problem or disagreement that cannot be resolved with your supervisor and/or steward, you have sixty-five (65) days to file a grievance from the date on which the fact or event giving rise to the grievance shall have existed or occurred, but only ~~fifteen (15)~~ **twenty (20)** days in case of discharge. Failure to file a grievance within this sixty-five (65) day period shall be deemed to be an abandonment of the grievance. For physical or mental incapacity, the sixty-five (65) workday period, or in the case of discharge the ~~fifteen (15)~~ **twenty (20)** workday period, will not begin until conditions end. Timeframes can only be extended by mutual agreement.

### **Section 8 – Administration:**

Any checks cut in settlement of a grievance will be reviewed by the Union's President or his designee and returned to Payroll for racking.

Financial settlements arising from a grievance settlement will be reimbursed to the affected employee(s) by separate check, providing the amount is equivalent to two (2) hours pay or greater.

### **Section 9 – Resolution of Prior Cases:**

Any grievance based upon facts and events which existed or occurred prior to the expiration date of the prior contract(s) which is still pending and not finally disposed of as of the date of the Agreement shall be handled in accordance with the terms of the applicable prior contract(s).

**Section 10 – Discharges:**

Discharge grievances shall be filed at the Grievance Hearing Step of this procedure.

**Section 11 – Pre-Arbitration Review**

On at least a quarterly basis as warranted by the volume of cases in the backlog, a District Lodge Representative and the Vice President of Human Resources shall meet for the purpose of reviewing and resolving cases moved to arbitration within that period and/or cases scheduled for arbitration. The parties will attempt to identify common fact patterns in pending cases so as to combine them into a single case presentation before an arbitrator when appropriate.

**Article 25**  
**NO STRIKE/NO LOCKOUT**  
**(No Change – Tentatively Agreed To)**

There shall be no strikes and no lockouts for the life of this agreement. BIW and Local S6 reserve their rights to seek all remedies under law if this provision is violated.

**Article 26**  
**RETURN TO WORK/STAY AT WORK PROCESS**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Our Commitment:**

Detailed processes dealing with keeping or returning injured/ill employees to productive employment have been developed. These include the Return to Work/Stay at Work and Job Opening Processes. These processes apply to occupational and non-occupational injured or ill employees. Issues requiring joint agreement will be resolved through the Joint Agreement Process.

**Section 2 – Initial Reporting of Injury/Illness:**

To comply with OSHA regulations, occupational injuries/illnesses must be reported to Employee Health. Employees shall report such illnesses/injuries to their supervisor who may send employees to Employee Health. Non-occupational injury/illness resulting in lost time must be reported to the call-in-center.

**Section 3 – Return to Work/Stay at Work Process:**

If you are injured/ill with some work capacity (limits) the Return to Work/Stay at Work Process will be utilized to identify productive work for you in the following manner.

- 1.) Present your Employee Health Status Form (or M1 Form) to the Employee Health Department.
- 2.) The Craft Administrative area working with the appropriate Shop Steward will attempt to identify productive work with or without reasonable accommodations in your classification, within the facility to which you were last assigned, unless that facility has been demanned past your seniority date.
- 3.) If no productive work within your work capacity is available within the facility to which you were last assigned, you may be assigned to another facility, unless that facility has been demanned past your seniority date.
- 4.) If no productive work within your work capacity is available in your classification your steward shall work with your Trade Foreman/Assistant Foreman and attempt to place you in another classification within the facility to which you were last assigned. Additionally, you may be placed in another classification in another facility or shift if there are insufficient volunteers.
- 5.) In determining whether productive work is available under this article, the parties will consider the following factors:

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- The extent to which the employee can safely perform the essential functions of the identified job;
- The amount of time the employee will remain fully engaged during the production shift performing the identified job; and,
- Whether the placement of an employee poses an undue hardship to the Company, including the extent to which limited training is required for the employee to perform the identified job

6.) Your Trade Foreman/Assistant Foreman, Shop Steward and a member of the Benefits Committee will review out of work employees on a quarterly basis for job availability.

**Section 4 – Process to Follow If You Are Out of Work to Comply with the Attendance at Work Policy:**

When limits change (increased work capacity); report in person to the Medical Department who will initiate the Return to Work/Stay at Work Process outlined in Section 3 above.

**Article 27**  
**WHILE ASSIGNED RATES**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Divers:**

- a) Divers/Standby Divers will receive \$50.00 per hour. Time starts when entering the water and ends when leaving the water. They shall receive a minimum of four hours pay.
- b) Dive tenders for tending on the dive station on site shall receive \$2.00 per hour over base rate.
- c) Sonar Dome Divers/Standby Sonar Dome Divers will receive \$50.00 per hour while working in a pressurized submerged sonar dome.

**Section 2 – Asbestos/Blood Spill Cleanup/Underground Sewage:**

While assigned to the following tasks you will receive \$5.00 per hour above your base rate:

- a) Ripout, install, and cleanup asbestos insulation, tape cloth or pads (excludes non-friable or bonded asbestos products).
- b) Work underground on sewer systems where exposure to sewage occurs.
- c) Blood cleanup (volunteers).

**Section 3 – Pneumatic/Vibratory Tools:**

A while assigned rate of \$4.00 per shift for the following classifications: P10, S40, L40, M20, M21, E02, P18, C02, M04, O04, W12 and T04 while using pneumatic/vibratory tools.

The Pneumatic/Vibratory Tools WAR shall be paid at Grade 10 or below. Any higher grade mechanic in the eligible classifications will continue to perform grinding functions in accordance with this section without receiving the WAR.

Robotic Grinding WAR of \$0.50 per hour in accordance with the Memorandum of Agreement dated November 19, 2013.

Issues resulting from this WAR will be handled in accordance with the provisions of Article 39, Joint Agreement.

**Section 4 – Height Pay:**

A while assigned rate of \$4.00 per shift for S18 while assigned to working above 20 feet.



**Section 5 – Dirty Work/Grit Pay/Superwool/High Solid Paint:**

S18s working in Blast Building after blast \$2.00 per shift, P10s shoveling grit \$2.00 per shift, P10s grinding in tanks/bilges \$2.00 per shift, P10s spraying or removing high solid paint \$2.00 per shift, I02s installing/removing Superwool/fiberglass \$2.00 per shift.

**Section 6 – Tooling Allowance:**

The following trade specialists will continue to receive a while assigned tooling allowance equivalent to \$0.15 per hour to their base rate: E02 and P18.

**Section 7 – P10 W.A.R.:**

- Conventional Spray Painting \$0.75/hour
- Airless Spray Painting \$0.75/hour
- Decking \$0.75/hour
- Wall Covering \$0.20/hour
- Stenciling \$0.25/hour
- Paint Repair Shop \$0.35/hour
- Application of Powder Coating (in accordance with MOA dated July 20, 2012)

**Section 8 – Lubrication and Inspection of the Number 11 Crane:**

A while assigned rate of \$5.00 per hour in accordance with MOA dated June 11, 2010.

**Section 9- Ship Hazardous Materials:**

A while assigned rate of \$5.00 per shift in accordance with MOA dated January 6, 2010.

**Section 10 – Heating and Forming Sonar Dome Plates:**

A while assigned rate of \$2.00 per hour in accordance with MOA dated March 19, 2013.

**Section 11 – Welding MAFO Doors:**

A while assigned rate of \$0.50 per hour in accordance with MOA dated November 5, 2013.

**Section 12 – Suspended Personnel Platform:**

A while assigned rate of \$4.00 per shift in accordance with MOA dated June 8, 2010.

**Section 13 – W12 Mechanized and Robotic WAR:**

A while assigned rate of \$0.50 per hour in accordance with MOAs dated August 23, 2010 and October 10, 2010.

**Section 14 – Ammo Load Outs:**

While assigned rates of \$75.00 and \$50.00 per hour in accordance with MOA dated April 22, 2010.

**Section 15 – Radio Remote Crane Operation:**

A while assigned rate of \$2.00 per hour when operating radio remote crane.

**Article 28**  
**JURY/MILITARY/WITNESS PAY**  
**(No Change – Tentatively Agreed To)**

Your daily base wage for each regular working day served on a jury, on active duty training, or as a witness on behalf of the State of Maine in a court of law not in contravention to Bath Iron Works' interests will be protected through payment by BIW of the differential in pay you receive for those services and eight hours at straight time as follows:

|                         |   |
|-------------------------|---|
| <b><u>Jury:</u></b>     | Unlimited number of days.   |
| <b><u>Witness:</u></b>  | Maximum three days per year.  |
| <b><u>Military:</u></b> | Up to ten days (two additional days for advance training requirements). |

Application forms may be obtained through Employee Records or your Craft Administrator. Evidence of service and pay received must be submitted with the application.

**Article 29**  
**BEREAVEMENT**  
**(No Change – Tentatively Agreed To)**

You will be compensated eight hours at straight time for each day's absence during the scheduled workweek as follows:

| <b><u>Relationship</u></b>   | <b><u>Paid Bereavement Day(s)</u></b> |
|--|---------------------------------------|
| Spouse, child, mother, father, domestic partner who has met the registration requirements of Title 22, Section 2710 of the Maine Revised Statutes    | Six days                              |
| Mother in law, father in law, sister, brother, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, or grandchild | Three days                            |
| Grandfather, grandmother, spouse's grandparents, brother in law, sister in law   | One day                               |

If you are on vacation at the time of the death in your family, you may call your Craft Administration Area to cancel your vacation and change it to bereavement pay.

**Article 30**  
**SUBCONTRACTING**  
**(Modified)**

**Section 1 – Subcontracting:**

Subcontracting falls into ~~two~~ **three** categories and will be managed in one of the following manners:

- **Production and Facilities work not normally assigned to bargaining unit members:**  
This type of work will be put on a jointly developed standing list. Implementation of items on this list needs no notification. Additions or deletions to the standing list require mutual agreement of both parties. Unresolved matters of concern may be forwarded to the joint agreement process.
- ***Production and Facilities ~~W~~work normally assigned to bargaining unit members: The use of bargaining unit employees and the protection of bargaining unit work are central to this Agreement, recognizing that accomplishing these objectives in the long-term may require the use of outside resources in certain circumstances.***

***The Company shall have the right to subcontract work or utilize third party temporary labor to overcome manning shortages, lack of equipment, or facilities. The Company agrees, however, that it will not subcontract work or utilize third party temporary labor in these instances for the purpose of subverting the provisions of this Agreement or to avoid hiring employees. The Company also shall not subcontract work or utilize third party temporary labor to overcome a manning shortage if there are involuntary layoffs in the relevant trade.***

The joint agreement process will apply to ~~this category~~ **other types** of subcontracting ***under this category*** and must be worked through in a timely manner prior to implementation to support the work in question. If an agreement cannot be reached, the Company may implement its decision which may be subject to the accelerated arbitration process where the arbitrator will be obligated to hand down a decision based on the requirements to meet or achieve a competitive position; ***or*** obtain new work; ~~overcome severe manning shortages, lack of equipment, or facilities.~~ The arbitrator shall also be empowered to rule on the Parties good faith efforts of either party to reach resolution under the joint agreement process in Article 39.

- ***Capital work: The Company shall have the right to subcontract capital improvement work, provided there are no involuntary layoffs in the relevant trade.***

**Article 31**  
**SPECIAL EVENTS**  
**(Modified)**

**Section 1 – Special Events:**

- a) Special events of launchings, *inclining events*, drydocking ~~ing~~ *evolutions*, *dock-trials*, *pier-side ship system demonstrations in support of trials*, *ammo loads*, storm watches, ~~and~~ ship-movements, *and other activities that the parties in the past have treated as special events*, will be staffed in the customary manner.
- b) Special events related to the Land Level Transfer Facility (i.e., ship translation, christening, docking, undocking, ship movement on Land Level, including unit moves with TTS *and SPMT* systems, *and other activities the parties in the past have treated as special events*) will be staffed in the customary manner and in accordance with this Labor Agreement.

**Article 32**  
**AT SEA ASSIGNMENTS**  
**(Modified)**

**Section 1 – Classification Assignments:**

Assignments to sea will include the following job classifications by event:

- Assignments to Trials/Tows:

O04, E02, P18, T04, P10, ~~S14~~**C02**, S40, W12

Or any other classifications as required by event.

*The Company shall have the right to identify and select employees, on a volunteer basis, to fill up to thirty (30) of the positions on a sea trial assignment made up of riders in the following trades: O04, E02, P18, T04, C02. Additional assignments will be made from volunteers by classification by seniority on a rotational basis. Skill or ability to be used on a need basis. No employee will work outside their job classification. While on trial, employees may be assigned incidental work that is unforeseen and emergent to support trial events. In addition, non-watchstanders may be assigned look-outs and door watches.*

- *The Company may select one additional sea trial rider from a lottery of employees with 30 or more years of seniority who have not been on a sea trial.*

**Section 2 – Sea Trial Pay:**

Employees shall receive pay for all time spent on sea trials, including premium pay, in accordance with the “Overtime Rates” section of this contract.

**Article 33**  
**EMERGENCY RESPONSE TEAM**  
**(Modified – Tentatively Agreed To)**

**Section 1 – Emergency Response Team:**

The Emergency Response Team (ERT) will be made up of 24 members. The maximum number of members to ride a sea trial will be 15 selected by seniority rotation. Employees who are assigned to sea trials in their core classification shall not be included in the (15) ERT members but shall receive the same training and be used to augment the ERT on sea trials. The following training will be considered mandatory to be an active member of the Team.

- 1.) Annual basic firefighting including hazardous material.
- 2.) Annual blood borne pathogens.
- 3.) Bi-annual CPR refresher training.
- 4.) Shipboard system training prior to trials.
- 5.) Participate in training during sea trials.
- ~~6.) Helo landing certification.~~
- 6.) Yearly PFT, annual physical, and respirator fit.

Members of the Emergency Response Team who fail to attend mandatory training will be removed from the Team.

**Section 2 – Problem Solving:**

The Local S6 President or designee and one member from Management will be designated to resolve any issues arising from this agreement.



**Article 34**

**PAYDAY**

**(No Change – Tentatively Agreed To)**

You will receive your regular weekly paycheck on each Thursday. A supplemental check will be provided to employees whose paycheck is in error for two hours or more, by the close of business Friday.

**Article 35**

**GENERAL DYNAMICS STOCK SAVINGS AND INVESTMENT PLAN (SSIP)**  
**(Modified – Tentatively Agreed To)**

The BIW matching contribution in SSIP in effect on ~~December 14, 2015~~ **June 21, 2020** of \$0.35 on every dollar you defer up to the first 5% of straight time pay will continue unchanged through the duration of this Agreement.

All matching contributions, both retrospective and prospective, are 100% vested.

All new hires and rehires will be automatically enrolled with a default deferral of ~~35%~~ of straight time pay invested in the ~~fixed-income~~ **default investment\*** fund.

***\*Incorporation of language from MOA originally dated November 15, 2012 titled “Article 35: General Dynamics Stock Savings and Investment Plan (SSIP)”***

BIW will defer pay for all hours in which you are paid, on a straight-time basis, up to a maximum of 2080 hours in a year.

**Article 36**  
**SCOPING**

**(No Change – Tentatively Agreed To)**

**Section 1 – Scoping:**

Scoping is the distribution or assignment of work on a new project or contract. BIW will continue the scoping of work consistent with past practice. Any requested variations in scoping will be subject to the joint agreement process at Article 39.

All the work scope will remain within the bargaining unit.

**Article 37**  
**RESCOPING**  
**(No Change – Tentatively Agreed To)**

Rescoping is moving work normally accomplished by one classification to another classification. The joint agreement process at Article 39 will apply to rescoping.

**Article 38**  
**TRANSFERS/JOB OPENING PROCESS**  
**(Modified)**

**Section 1 – Transfers:**

- a) If you are transferred into this bargaining unit your Company service will always be used to determine all applicable benefits.
- b) Should you be transferred within this bargaining unit from one job classification to another, your seniority date will not change.
- c) Transfers from one job classification to another or into Local S6, shall fall under the joint agreement process, and must be worked through in a timely manner prior to implementation. If an agreement cannot be reached within ten (10) days after notice of transfer, the Company may implement its decision, which may be subject to the accelerated arbitration process in Article 24 where the arbitrator will be obligated to hand down a decision based on the need to overcome manning overages/shortages. The arbitrator shall also be empowered to rule on the good faith efforts of either party to reach resolution.
- d) If you transfer (under Section 2(e) below) from another bargaining unit, the following will apply to any previously acquired seniority for purposes of involuntary layoff and all other seniority driven assignments:
  - 1.) Transfers from IGA represented positions will have their seniority date fixed from the date of transfer back to Local S6.
  - 2.) Transfers from Local S7 represented positions will regain all of their previous Local S6 bargaining unit seniority upon the date of transfer back to Local S6, provided their date of transfer to Local S7 is on or after December 13, 2015.
  - 3.) Transfers from BMDA represented positions will have their seniority date fixed from the date of transfer back to Local S6. However, for every year of seniority gained in Local S6 after the transfer, the transfer will regain one additional year of seniority earned while in the BMDA bargaining unit, until all seniority earned in the BMDA bargaining unit has been regained.

**Section 2 – Job Opening Process:**

When a position needs to be filled, the following steps will be followed in order of listing:

- a) Out of work within classification not on involuntary layoff (Most senior Local S6).
- b) Involuntary layoff within classification.
- c) Out of work yard wide (Most senior qualified Local S6).
- d) Most senior qualified Local S6 that is on ***involuntary*** layoff status or transfer yard wide ***with prior approval from the employee's current Trade Superintendent.***
- e) Transfer yard wide (non-Local S6)
- f) New hire.

**Section 3 – Administration:**

- a) Job openings may be posted internally and externally simultaneously.
- b) Job openings may be posted while the Company is in the process of reviewing potential employees under Section 2(a), (b), (c), and (d) above.
- c) Job requisitions may be cancelled or suspended due to business needs.
- d) Employees have the responsibility, when submitting applications for transfers, to include all relevant information as to their qualifications for that position. Employees will have up to the job posting closing date on the job requisition to amend their application and will be considered as a candidate at the level (internal or external) that the requisition is at when the amendment is completed, provided offers to fill the position have not already been made. Management is not required to consider information not included on the application.
- e) Once an internal applicant accepts a job opening, the transfer will begin within three weeks. Exceptions may be made on a case by case basis after a review and concurrence by the President of Local S6 or his/her designee and the Director of Human Resources Services or his/her designee.

**Article 39**  
**JOINT AGREEMENT PROCESS**  
**(Modified – Tentatively Agreed To)**

**Section 1 – Joint Agreement Process:**

Decisions requiring joint agreement will be handled on a priority basis based upon accomplishing the task, work or issue in the most efficient and economical manner possible, always acting in the best interest of BIW and Local S6. Should the parties not reach agreement after reasonable options have been explored (you cannot just say no to working the process), the Company can at that point implement its decision, which may be subject to the accelerated arbitration process in Article 24.

**Section 2 – Administration:**

The parties agree to schedule a meeting within ten (10) days of Management notifying the Union, in writing, of its intent to engage in the joint agreement process. The parties have up to ~~thirty (30)~~ **twenty (20)** days from the date of notification to resolve the issue(s). If the parties cannot resolve the issue(s), Management shall give five (5) days notice of its intent to implement its proposal. The Union may elect upon notification of implementation to refer the matter to the Union President and the controlling BIW Vice President, who shall have an additional ~~ten (10)~~ **five (5)** days from the notification of intent to implement to review the matter and resolve the issue(s) prior to implementation. The time frames cited above may be modified by mutual agreement in writing.

When the timeline above is not possible, the parties will conduct the joint agreement process within the available time frame.

**Article 40**  
**OUT OF TOWN WORK/OUT OF TOWN JOB ASSIGNMENTS**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Out of Town Work:**

BIW and Local S6 will work to establish terms and conditions, for employees asked to work out of town that meet the needs of the employees and allows us to continue to gain more out of town work.

**Section 2 – Out of Town Job Assignments:**

Out of town job assignments will be made utilizing a seniority list, by classification, maintained by the craft administrator. Assignments will be by seniority, by classification. Volunteers will be selected in seniority order, assuming skill or ability. Each person is solicited once and is not solicited again until every person has been solicited. Rotation on this list shall continue. Consideration may be given to skill or ability. Employees may be by-passed in cases where their skill or ability is not sufficient to complete the job in accordance with the Skill or Ability Article 42.

**Section 3 – Out of Town Rotation Lists:**

a) Volunteers shall be selected in seniority order assuming skill or ability from two lists, “A” and “B”, maintained by the Craft Administrator utilizing list “B” first. If the need is not filled, the Company shall use list “A” by seniority rotation, assuming skill or ability. Any employee skipped for not being at work will be placed on list “B” by seniority order.

b) The Company shall select by seniority order using the current list maintained by the Craft Administrator. Any employee skipped will be used to start list “B”. The second out of town trip and any following trips after May 18, 2008, the Company shall start the assignment using the new list “B”.

c) Employees may be called at home for out of town trip assignments in accordance with Memorandum of Agreement, dated September 19, 2002.

d) When the Company implements skill or ability on out of town job assignments in any trade on a continuing basis (more than three (3) consecutive out of town job assignments) the Company and the Union will meet to discuss and attempt to resolve the need for additional training subject to Article 42.

e) Nothing shall preclude the trade foreman and shop steward(s) (subject to Chief Steward(s) approval) from agreeing in writing to separate out of town rotation list methods, different from the criteria listed above, for each classification during the term of the agreement.



**Article 41**  
**PARKING**

**(No Change – Tentatively Agreed To)**

Whenever possible, BIW employees will have preference on assignment on proximity parking lots. The Company agrees to maintain parking lots in a satisfactory condition. Special parking areas for car poolers (4 or more employees in one vehicle) will be established. The Company will encourage car-pooling and has established a central location for information and assistance in establishing car pools in the Plant Protection Office. Parking in BIW lots shall be at the employee's own risk, including but not limited to overspray.

Management has the responsibility to notify the Union prior to spraying. BIW will keep signs in place at all times at all parking lots.

BIW will put flyers out every quarter or four times a year explaining condition of overspray in their parking lots.

BIW will make every possible effort to spray when the wind is not blowing at parking lots.

BIW will also make every effort to ensure that the overspray situation will be worked on to alleviate these problems.

**Article 42**

**SKILL OR ABILITY**

**(No Change – Tentatively Agreed To)**

**Section 1 - Skill or Ability:**

It is not the intention of BIW Management to utilize skill (e.g., Tig) and ability (e.g., physical limitations) for other than necessary business needs. Skill or ability will be handled on a need basis. Management will determine what skills are needed for an assignment and notify the Chief Steward in writing prior to assigning an employee with the skill or ability to accomplish the job. This notice shall identify:

- Which employees are being selected by management for a skill or ability assignment.
- The scope of work to be accomplished.

The most senior qualified person shall be used whenever skill or ability needs to be applied. BIW commits to train senior volunteers whenever feasible to alleviate the use of the skill or ability process.

**Section 2 – Employee Super Seniority:**

The Union agrees that BIW may designate up to 30 employees with super seniority provided that the number of designated employees under this Section may not exceed the number of Union representatives accorded with super seniority pursuant to Article 45 of this agreement. BIW will give a list of these people to the Union in January and July of each contract year.

**Article 43**  
**SUPERVISOR REGRESSION**  
**(Modified)**

**Section 1 – Supervisor Regression:**

a) BIW reserves the right to reassign a Front Line Supervisor back into his/her prior classification in the bargaining unit under the following conditions:

- Front Line Supervisors may not be regressed into a trade on layoff.
- Front Line Supervisors may only be regressed into the Local S6 classification that they worked in prior to leading.
- Regressed Front Line Supervisors are not eligible for transfer to any other Local S6 classification until he/she has worked in the regressed-to trade for six (6) months.
- Should a regressed Front Line Supervisor work in his previous classification for six (6) months succeeding his regression, he will recover his previous bargaining unit seniority for purposes of layoff, recall and all seniority driven assignments.

b) Front Line Supervisor means that the person is a supervisor as defined by the National Labor Relations Act.

c) *BIW will limit the use of back-up supervisors to forty-four (44) days per supervisor in the six-month periods from January through June and from July through December and will also similarly limit the use of any single Local S6 member during the six-month periods.*

d) *Local S6 members performing back-up supervisor functions will be paid a while-assigned rate of \$3.19 per hour.*

~~The parties understand that the elimination of back-up supervisors requires a change in administering supervisory outs. To that end, the Company may continue to utilize back-up supervisors while transitioning until May 22, 2016.~~

**Article 44**  
**MANNING/DEMANNING**  
**(Modified)**

**Section 1 – Manning/Demanning Facilities:**

a) Assignments between the Main Plant, ~~EBMF~~ *Outfit Fabrication*, ~~Harding Plant~~ *Structural Fabrication*, and Consolidated Warehouse (which includes Bissons) will be as follows *prior to 4 January 2021*:

- Volunteers by seniority by classification (most senior).
- Assignment by seniority by classification (least senior).

b) In identifying volunteers for assignment to all facilities, standing lists will be used as follows:

- Employees may add their name to, or remove their name from, the facility volunteer list at anytime prior to the assignment. An employee adding their name to the facility volunteer list may not displace an employee who has already been advised of their assignment to a facility. Facility assignments will not be made on shift preference.
- Shift assignments may be made prior to sending people between facilities by utilizing a separate standing list, provided both groups (volunteers and assignees) are treated as one group.

*Effective 4 January 2021 assignments between BIW facilities will be as follows:*

- *The Company may assign employees between BIW facilities.*
- *Employees shall be given five (5) calendar days' notice of a change in facility assignment. All facility changes shall begin on the first day of the workweek.*
- *The Company will consider volunteers, but maintains the right to select employees for facility assignments. The Company will not be required to maintain a standing list.*
- *Employees at off-site facilities as of the effective date of this agreement whose seniority date is prior to 1 January 2016 shall not be transferred from their current facility, unless they volunteer to do so, or the facility is de-manned past their seniority date. This shall not however preclude employees falling into this category from being temporarily assigned under Section 2 below. Employees falling into this category who voluntarily transfer from their current facility shall lose the transfer protections afforded in this paragraph.*

**Section 2 – Temporary Assignments:**

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When making temporary assignments from any facility to another facility, the following will apply for all trades except Maintenance Classifications:

- a) Assignment for five (5) days or less is considered temporary.
- ~~b) There shall be no more than five (5) days assigned within any calendar month by trade per facility absent Chief Steward approval.~~
- b) Management maintains the right to select the mechanic(s) for any temporary assignment after consideration of the standing list in a manner specified in Section 1 above (with the exception that temporary assignments will be made by shift). Deviations from the standing list will be made based on skill or ability on a need basis in accordance with Article 42 and in consideration of availability based on production needs.
- ~~c) Temporary employees will be demanned first regardless of their classification seniority.~~
- c) Transportation will be provided to employees on temporary assignment if the employee chooses not to drive him/herself.
- d) The Company agrees that it shall not attempt to deliberately circumvent the manning/demanning requirements of this Article by use of temporary assignments.

### **Section 3 – Temporary Assignments for Maintenance Classifications:**

When making temporary assignments from any facility to another facility, the following will apply for the Maintenance Classifications:

- a) Temporary assignments may last for the duration of the job assigned.
- b) Management maintains the right to select the mechanic(s) for any temporary assignment.
- ~~c) Temporary employees will be demanned first regardless of their classification seniority.~~
- c) The Company agrees that it shall not attempt to deliberately circumvent the manning/demanning requirements of this Article by use of temporary assignments.
- ~~d) There shall be no more than ten (10) days assigned within any calendar month by trade per facility absent Chief Steward approval.~~

### **Section 4 – Filling for Absences:**

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Assignments to fill an absence from work are considered temporary under Section 2, above, however, assignments to fill for an absence may continue for the duration of the absence. The absent employee maintains the position upon return providing the facility has not been demanned beyond his seniority date. Absences include, but are not limited to, occupational and non-occupational injuries/illnesses.\*

(\*Incorporation of accepted Grievance Answer dated 1/24/02)

**Article 45**

**SUPER SENIORITY**

**(No Change – Tentatively Agreed To)**

Super seniority will be granted to all shop stewards within classification. The President, Vice President, two (2) Chief Stewards, and two (2) Grievance Committees will also be granted super seniority, provided they have direct responsibility for representation of employees under this agreement. Seniority preference is President, Vice President, two (2) Chief Stewards, two (2) Grievance Committees and Shop Stewards.

**Article 46**  
**NEW TECHNOLOGY/PROCESS CHANGE**  
**(No Change – Tentatively Agreed To)**

**Section 1 – Purpose:**

We recognize that significant changes to our present manner of producing ships are required for us to become globally competitive and ensure jobs for our people at BIW. Together, through the Joint Agreement Process, we must seek out new technology in order to achieve maximum efficiency and the preservation of jobs. As we find better ways to accomplish our work, we will train the people affected so we can build ships more efficiently and broaden our horizons for the future.

**Section 2 – Definitions:**

New technology shall be defined as technologies not previously utilized at BIW that are significant modifications in the manner that BIW manufactures/maintains its products/property where the outcome would directly result in staffing reductions. Such modification may involve new or changed processes, equipment, machines, and facilities.

**Section 3 – Commitment/Training:**

We are committed to seeking out new technologies to achieve maximum efficiency in the interest of remaining competitive and preserving jobs for the long term. When the Company anticipates that new technologies may have an impact on the work performed by Union represented employees, the Company will, as early as possible, so advise the Union, and at the time describe the location and nature of such technological changes and the extent to which they may affect the work performed by represented employees. In the event it becomes necessary to train you to qualify for new technology or other available jobs, BIW will institute the necessary programs.

Any new technology or new process as defined under Section 2 above will be subject to the Joint Agreement process. The Company agrees to notify the Union President of any proposed new technology or new process change in writing.

**Section 4 – Technological Change Procedure:**

The Joint Agreement Process in Article 39 will apply to new technologies and must be worked through in a timely manner.

Issues that pertain to this article that are significant will be reviewed by the President of Local S6 and/or District Lodge #4 or its designee.



**Article 47**  
**EDUCATION AND TRAINING**  
**(Modified – Tentatively Agreed To)**

**Section 1 – Purpose:**

The education and training of our workforce to meet business and employee needs are key ingredients in the development of a highly skilled workforce. Through an investment in education and training we will build skill and prepare for new technologies so that all members have the opportunity to be the best in today's world and be prepared for tomorrow's.

**Section 2 – Safety Training:**

The BIW Training Plan will include provisions for safety training developed from input from the Safety Department, Local S6 Safety Committee, Safety Inspectors, and other relevant sources.

**Section 3 – Employee Training:**

The Company and the Union agree that training the workforce is critical to ensure safe work practices and productivity. To this end, the Company will offer a safety and classification skills training program based on the current and future needs of the Company with input from the Union. These training programs will be a combination of shop floor and classroom instruction along with on the job training. This may include new hire training, refresher training for existing employees, and skills advancement (specialty) training.

All assignments made utilizing Article 42 as it relates to skill, will be reviewed on a quarterly basis by trade by the Trade Foreman *Superintendent* and the LS6 President or his designee in an attempt to jointly develop and implement training plans in order to mitigate the impact on senior employees being denied equitable distribution of overtime assignments and/or selection to out-of-town assignments and sea trial assignments.

**Section 4 – Tuition Reimbursement:**

a) We encourage employees to enroll in job-related after hours courses by providing tuition reimbursement based upon grade as follows:

- “A” reimbursed at 70%
- “B” reimbursed at 60%
- “C” reimbursed at 50%
- Non-degree courses (Pass/Fail): “Pass” reimbursed at 70%
- Total annual reimbursement cannot exceed \$5,250

Upon completion of an accredited degree program only, you will receive a lump sum payout if you meet eligibility guidelines. Lump sum payouts:

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- \$3,000 – Masters Degree
- \$2,000 – Bachelors Degree
- \$1,000 – Associates Degree

Approval for course acceptance is required in advance by the functional area manager and the Training Department.

Further details regarding tuition reimbursement shall be determined pursuant to BIW standard procedure 02-09.

b) Employees will be reimbursed for job-related certification/license application and renewal fees when such certification/license is a requirement of an employee's job. All such reimbursements must be pre-approved by the discretion of the Trade Foreman *Superintendent* or designee.

### **Section 5 – After Hours Training:**

Where significant interest exists, BIW will have after hours training available for you. Second and third shift employees attending after hours training not available on their off shift may start work early to compensate for the excused training time.

### **Section 6 – Basic Skills Training:**

Help with improving basic skills in reading and math is available through volunteer tutors. Request confidential assistance by calling Tri-County Literacy 443-6384. GED pre-testing is also available. This program is fully supported by Local S6 and management.

**Article 48**  
**JOINT UNION/MANAGEMENT SAFETY AND HEALTH COMMITTEE**  
**(Modified – Tentatively Agreed To)**

**Section 1 – Purpose:**

Local S6 and BIW share in the common belief that the safety and health of all employees is the number one priority. Improving working conditions and having people remain healthy and safe at all times will improve everybody's quality of life. This will be accomplished through maintenance of safe working conditions, employee awareness and training and a strong commitment to resolve all safety and health problems as quickly as possible while maintaining and protecting the environment to the fullest. Through these efforts we will work together with a common goal to reduce hazards. Unsafe conditions and acts must be treated seriously and resolved with a sense of urgency. We urge you to read this Article and help us make BIW a better, safer place to work in the future.

**Section 2 – Commitment:**

The Company is committed to protect the safety and health of its employees. This goal shall be accomplished by developing and implementing, in conjunction with Local S6, new and innovative programs that will be a model for the entire industry. Management has assigned responsibility for carrying out the various aspects of the safety and health program and the Union shall actively participate in the Program's development and implementation with equal status.

**Section 3 – Management Commitment:**

The Company is committed to providing a safe and healthy work environment free of recognized hazards and encourages the active involvement and support of all employees. To achieve this end, the Company shall:

- Establish responsibilities at all levels of management and hold them accountable for implementing programs and procedures.
- Ensure through proper support and training that all employees are aware of recognized hazards and accept responsibility for working safely.
- Review operating procedures and programs.
- Design, construct, continuously improve and operate facilities in a manner that encourages the elimination of work-related injuries and illnesses.
- Ensure that all operations conduct business in compliance with applicable safety and health laws and regulations.

**Section 4 – Union Commitment:**

The Union will actively participate in all aspects of the safety and health program. The Union is committed to ensuring its members are provided a safe and healthy work environment free of recognized hazards. The Union encourages the active involvement of its members.

**Section 5 – Safety and Health Steering Committee:**

A Safety and Health Steering Committee shall be established to provide overall direction and leadership. The Committee will be made up of an equal number of Union members selected by the Union and Management members selected by the Company. The Union Safety Committee chairperson and the Director of Safety will co-chair the Committee. The Committee will meet on a regular basis, at least once every two weeks and minutes of the meeting shall be kept. The Committee shall review standards and rules regarding safety and health, review injuries and illnesses, review the use of hazardous materials, review major layout changes, significant machine modifications and new equipment for safety and health considerations, monitor the safety and health complaint procedure, participate in safety and health inspections in conjunction with a Safety Inspector (S02).

Union members of the Committee will be paid by the Company for time spent carrying out the duties of the Committee.

The responsibilities of the Committee will include but not be limited to:

- 1.) Review of injuries and illnesses to identify causes(s) and prevention.
- 2.) Review and provide input to changes in SPMs and policies governing workplace safety.
- 3.) Discuss/review the Safety and Health Complaint Procedure.
- 4.) Participate during inspections conducted by the Government with members of the S02 classification.
- 5.) Review the selection of hazardous materials prior to their use in the plant.
- 6.) Review and analyze OSHA 300, 300A, and 301 forms and medical visit data.
- 7.) Review and provide input to layout changes, machine modifications and new equipment and machinery to ensure that appropriate safety and health considerations have been addressed.
- 8.) Accompany members of the S02 classification on regular inspections/audits as agreed by the Committee and mock OSHA inspections.
- 9.) Review and provide input to programs such as Fall Prevention, Noise Abatement, Ergonomics, Toxic Material Reduction, Preventive Maintenance, Lockout, etc.
- 10.) Discuss problem areas and determine solutions to alleviate such issues.
- 11.) Review new standards and regulations and determine appropriate changes in the work environment and in safety procedures.
- 12.) Taking an active role in reviewing, determining and presenting safety education and information programs and employee job-related safety training (e.g., hazard communication, lockout, confined space, new employee orientation, etc.).
- 13.) Determine joint safety and health training for Steering Committee.
- 14.) Recommend training programs when deemed appropriate.
- 15.) Determine which subcommittees shall be formed and determine ground rules and functions of such subcommittees.
- 16.) Provide guidance and direction to the subcommittees

**Section 6 – Safety and Health Complaint Procedure:**

The parties agree that knowledge of safety and health hazards, good communication and prompt corrective action are fundamental to the success of this program. Supervisors, Safety Inspectors and Union stewards will be trained in safety and health and problem solving methods. Further, the Company will encourage employees to communicate concerns to their Supervisors who have both the authority and the responsibility to resolve safety related issues within the applicable State, Local, and Federal regulations as well as established Company safety rules.

In the event a safety and health issue cannot be resolved between the employee and Supervisor, the employee may file a safety and health complaint. The Supervisor and a Safety Inspector shall respond to the complaint within one work day. If the issue is not resolved, a Union and a Management member of the Safety and Health Steering Committee shall investigate the complaint and attempt to resolve the matter.

If the matter remains unresolved, it shall be submitted to the VP Operations or designee and the Local S6 President whom shall discuss the issue with the appropriate agencies and/or personnel. Failing resolution, the issue will be processed through the normal grievance procedure. This procedure applies to ergonomics as well as safety and health issues.

**Section 7 – Hazardous Material:**

Hazardous materials are evaluated and approved for use by the Environmental, Health and Safety (EHS) Department. Prior to use, the EHS Department will communicate with the Safety Committee on matters concerning the associated hazards, intended uses, and precautions needed to ensure the safety of our employees. Should the parties not reach agreement the matter shall be elevated to the Director of Safety and the Local S6 President for resolution prior to use.

**Section 8 – Ergonomics Committee:**

A subcommittee on ergonomics shall be established and shall consist of the following:

- Company representative for ergonomics, Medical Management representative, Trade Foreman, and Safety Engineer designated to perform job evaluations.
- IAM Committee representative, IAM representative for ergonomics, IAM Coordinator of Safety and Health, designated Union representative.
- The Director of Safety and the Union Safety Committee Chairperson shall co-chair the Committee. Shared minutes shall be kept of all meetings.

**Section 9 – Personal Protective Equipment:**

The Company will provide protective clothing and/or equipment to the following trades as indicated:

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

- a) Raingear – one set only for the duration of the contract for employees assigned to the outside crews (S18, S02, Y02).
- b) Rubber boots – two pair per year for the following:
  - M04s straightening at ~~Hardings~~ **Structural Fabrication**.
  - S40s straightening in Bath.
  - P10s spray painting, mixing, and tending.
  - S06s and S18s.
- c) Prescription glasses – should you damage or crack your prescription glasses while at work, your prescription glasses will be replaced at the BIW Main Store or ~~Hardings~~ **Structural Fabrication** Main Office, upon presentation of the damaged or cracked glasses to be replaced. There is no cost to you except for the prescription obtained from your optometrist for your glasses. This also covers prescription inserts for respirators, progressive lenses and transition lenses.
- d) Welders to have magnetic mirror holders and magnetic sucker tube holders provided as needed.
- e) Safety vests for H18 over-the-road drivers.

BIW shall provide all PPE as required by OSHA Federal Register 72:64341-64430 dated 11/15/07, as may be updated during this labor agreement.

### **Section 10 – Serious Incidents/Near Miss Investigations**

The Union Safety Committee Chairperson will be notified and given an opportunity to participate in serious incident/near miss investigations. The Chairperson may delegate participation to a Union Safety Committee Member or an S02.

**Article 49**  
**ATTENDANCE AT WORK**  
**(Modified)**

**Section 1 - Excused Absence Codes:**

We recognize that certain absences from work may be unavoidable. The following codes are used for excused absences:

|       |   |      |   |
|-------|---|------|---|
| * 01F | Employee Health passout   | *15L | Compensated time off, FML                   |
| * 03  | Company excused   | 16   | Leave of absence granted by Employee Health |
| *4D   | Death in family   | *17  | Jury duty                                   |
| *4DP  | Death in family paid  | *18  | Military duty                               |
| *7W   | Weather   | *18F | Military – Family                           |
| **09  | Yard injury   | *20  | Split shift                                 |
| *09L  | Yard injury, FML  | *22  | Company paid witness duty                   |
| *10   | No work in area ( <del>EBMF</del> <i>Outfit Fabrication, Hardings Structural Fabrication</i> , Bath Fab, Pre-Outfit, LLTF and by Ship on Water) | *23  | On-call fireman                             |
| 12    | Suspension  | *24  | FML uncompensated time off                  |
| *13   | Union business unpaid   | *25  | Other Excused Time Off as Required by Law   |
| *14   | Scheduled day off   | *26  | Accident and Sickness                       |
| *15   | Compensated time off  | *26L | Accident and Sickness, FML                  |
| *6FH  | Floating Holiday  | *44  | Company paid Union business                 |
| *21   | Elected Officials***  |      |   |

\*\* The first 680 hours of yard injury in any one calendar year will count towards accrual of Compensated Time Off.

\*\*\*Selectmen, City Council or State Representative - unpaid and for official business only, with prior approval from the Director of Labor Relations

**Section 2 – Notes:**

Codes designated by an asterisk (\*) will count towards the accrual of Compensated Time Off (refer to Article 18, Section 2).

Requests for Code 03 will be considered by management on a case by case basis and are not grievable.

Code 10M will not be held against you for up to two days per occurrence.

(M) = Excused by Medical

**Section 3 – Unexcused Absence Codes:**

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

- a) The following absences from work during your regular scheduled workweek will be considered unexcused.
  - 02 No Report
  - 06 Personal Business
  - 11 Late
- b) (X) – Excused by Department
- c) An (X) or an (M) designation will make any code excusable.
- d) For the months of November through April, grace period of ½ hour one time per month for lates will be excused.

### **Section 4 – Disciplinary Steps:**

You will receive progressive discipline for unexcused absences as follows:

#### **First Offense: First Written Warning**

- If you have more than five (5) unexcused absences in any six (6) consecutive calendar months.
- If you have unexcused absences in excess of twenty four (24) hours in any six (6) consecutive calendar months.

#### **Second Offense: Second Written Warning**

- If you have more than one (1) unexcused absence in any six (6) consecutive calendar months.
- If you have unexcused absences in excess of eight (8) hours in any six (6) consecutive calendar months.

#### **Third Offense: Discharge**

- If you have more than one (1) unexcused absence in any six (6) consecutive calendar months.
- If you have unexcused absences in excess of eight (8) hours in any six (6) consecutive calendar months.



**Section 5 – Administration:**

- Discipline will remain on your record for one year from date of issuance.
- Any discipline improperly issued will be dealt with in accordance with MOA dated ~~June 3, 2011~~ **2 March 2018, as modified.**
- Your discipline will be reduced by correcting your attendance as follows:

| <b><u>Consecutive Months<br/>Of No Unexcused Absences</u></b> | <b><u>Months Reduction in Discipline<br/>Remaining On Your Record</u></b> |
|---|---|
| 2   | 2   |
| 4   | 4   |
| 6   | 6   |

- If discipline is withdrawn from your records, all days/hours will be removed.
- Unexcused absences, which occur up to the date of a valid disciplinary step will be rolled into that disciplinary action.
- For unexcused absences that are less than five consecutive days where the employee fails to be present at work to be issued the proper discipline, the following will apply:
- If an employee has taken in excess of thirty-two (32) hours of unexcused time in twenty (20) consecutive days, BIW may issue the proper discipline through ~~certified~~ **the** mail (with copy to Local S6 President). ***The effective date of such discipline will be five (5) days after the postage date.***
- Discipline through the mail shall be issued in accordance with ~~contract compliance dated February 12, 2009~~ ***the Memorandum of Agreement dated 2 March 2018, as modified.***
- The appropriate Trade Shop Steward ***or General Steward*** will be notified and will arrange a meeting with management in a timely manner for each of the disciplinary steps. The Chief Steward will be notified if meetings cannot be arranged in a timely manner and for all suspensions and discharges.

**Section 6 – Medical Absences:**

Absences for five days due to illness or injuries will be excusable if you:

- a) Report to the Medical Department on your first day back to work.

- b) Provide a valid medical report which describes the illness, treatment, and verification that you were unable to work and what dates the illness kept you out of work. The medical report must be completed and written by a licensed board-certified physician or chiropractor or by a healthcare provider working under the license of a board-certified physician or chiropractor (physician assistant, nurse practitioner) based on their personal observations and treatment. (Non-occupational cases require a valid medical note describing dates of total incapacity, omitting diagnosis, and treatment.)
- c) If your note is found to be unacceptable, you will have five (5) days to provide a proper note. Should you not provide an acceptable note by the end of the five (5) day period, you will be terminated.

If you have an illness or injury requiring continuous medical treatment, you will not have such absence(s) count for disciplinary reasons providing the Yard Medical Director concurs with the absence(s).

If you are absent from work for five (5) consecutive days without satisfactory excuse you will be sent a certified letter (with a copy to the Local S6 President) requesting reasons for the absences. Failure to respond within five (5) days from receipt or refusal of the letter will result in a certified letter of discharge with a copy to the Local S6 President.

#### **Section 7 – Family Medical Leave (FML):**

- a) FML qualifying event(s) will be administered in accordance with the provisions of that law.
- b) Parental bonding as permitted under the FMLA will be used within a 12-week period either as block time or intermittent time as pre-scheduled by the eligible employee.
- c) Any request for a deviation to FML qualifying events based upon unusual or special circumstances will be discussed on a case-by-case basis and any granted deviation will be at the discretion of the Director of HR Services or his designee. Reasonable documentation from the employee for confirmation purposes may be required in considering such deviations.
- d) Employees who are certified under the FMLA for doctor visits need only notify their immediate supervisor and call the FMLA office in advance on the day of any such visit.
- e) FML qualifying events will be administered in accordance with the provision of the law. FMLA will be appropriately designated to run concurrent with other forms of qualifying leave. The concurrent designation may be retroactively waived, in whole or in part, by the Medical Department to permit an employee to provide FMLA qualifying care for a family member.

#### **Section 8 – Call-In/Report-In:**

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

- If you are on leave of absence you are required to call your Craft Administration Area at least once monthly to ask if work is available and provide the date of your next doctor's appointment.
- Should your limits change (increased work capacity) you must report in person to the Medical Department who will use the Return to Work/Stay at Work Process.

### **Section 9 – Call-In Process:**

- You are encouraged to provide advance notice of all absences to your supervisor where circumstances permit.
- You are required to provide notice to your supervisor or call the Call-In Center on either our toll free number (1-800-243-9747) or, if local, 442-1444, or, if it becomes available, the web-based system\*, ~~within two (2) hours following~~ **prior to** the start of your shift or sooner if circumstances permit or call your supervisor of the occurrence.

~~(\*Contingent on outcome of negotiations with Local S7.)~~

- Should the Call-In Center be malfunctioning, please call your Craft Administrator ~~on~~ Area at 442-3045.

**Article 50**  
**RULES OF CONDUCT**  
**(Modified)**

**Section 1 – Purpose:**

a) The primary purpose of BIW's disciplinary system is to serve as a corrective, not punitive tool; it is intended as a means to improve substandard performance or correct improper behavior. It is not intended for the purpose of building a record against any employee.

b) Discipline will not be imposed in an arbitrary, capricious or discriminatory manner, but will be applied with just cause and uniformly amongst all employees whose behavior or conduct warrants corrective action.

**Section 2 – Article Administration:**

- ~~• These rules become effective December 14, 2015.~~
- ~~• Any verbal warning, written warning or suspension on your record will be removed effective December 14, 2015.~~
- The appropriate Trade Shop Steward will be notified and will arrange a meeting with management in a timely manner for each of the disciplinary steps. The Chief Steward will be notified if meetings cannot be arranged in a timely manner and for all suspensions and discharges.
- Management reserves its right to put an end to inappropriate behavior and notify the employee(s) that further action may be taken.
- Any discipline issued will remain on your record for one year from date of issuance.

**Section 3 – Disciplinary Sections:**

- I. Counseling
- II. Written Warning
- III. Suspension
- IV. Discharge

**a) SECTION I – Counseling:**

The following offenses may result in formal counseling (not grievable). Second violation may result in written warning. Third violation may result in suspension up to three days. Subsequent violation may result in discharge. Formal counselings will be removed if not dated correctly.

A. Repeatedly Neglecting to Clock In or Out

You are required to clock in/out ~~at a TAS terminal~~, (in areas utilizing automated time accounting) at the beginning of shift and after the pick-up whistle. You are also required to egress and ingress, ~~on TAS~~, when passing through the gate during working times.

COMPANY LAST, BEST, AND FINAL OFFER, **13 JUNE 2020**

B. Entering a Restricted Area...

Employees are not to enter restricted areas without proper authorization.

C. No Report

Employees are required to report an absence through the Call-In process within two hours of the start of shift. For absences of five consecutive workdays, employees must communicate with their Craft Administration at least weekly.

D. Housekeeping/Hygiene

Employees are expected to maintain their worksite and maintain personal hygiene in a manner, which is non-offensive to other employees.

E. Smoking

The use of any smoking or tobacco product is strictly prohibited at any time on or within any Company-owned, leased, rented or controlled properties, including, without limitation, offices, warehouses, vehicles, parking lots, open spaces, and ships. (Except when allowed by the bridge on a ship underway at trials, and only in those areas designated by the bridge.)

F. Quality/Quantity of Work

Employees are expected to perform a reasonable day's work of high quality.

G. Off the Job/Wasting Time

Employees shall be prepared to start work at their job site or mustering site at the start of their shifts and following breaks, and shall remain productive until the break whistles and pick-up whistle blows. **NOTE:** After the pick-up whistle, you will muster with your supervisor, then proceed to the gate and remain inside the yard until the end of shift whistle. (This should not be interpreted that employees are required to start work, such as retrieving tools and equipment before the start of the shift without being compensated.)

H. Safety

Safety rules have been established for the well-being of all employees. Every employee must comply with these rules.

I. Horseplay

Horseplay, scuffling, running, throwing things, are all improper behavior for the work environment.

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

J. Physical Examination

Employees may be required to submit to a physical exam by the Company physician or the employee's physician as a matter of protection. Employees absent due to sickness or injury for five consecutive days or more will report to Employee Health prior to starting work on the day of return.

K. Intentionally left blank for tracking purposes.

L. *Intentionally left blank for tracking purposes.*

~~Overtime Commitment~~

~~Employees who are selected for overtime work are expected to fulfill that commitment. Habitual failure may result in disciplinary action under this section. (In excess of two occurrences in a twelve month period.) Late, no show, early departure.~~

M. Solicitation

Vending, soliciting, or collecting contributions for any purpose at any time on Company premises is prohibited, unless authorized by management.

N. Removal or Posting Material on BIW Bulletin Boards

Posting or removal of any material on BIW bulletin boards, or distributing written or printed matter of any description is prohibited on Company premises except where prior approval has been granted by the Director of Labor Relations.

**b) SECTION II – Written Warning:**

The following offenses may result in a written warning. Second violation may result in suspension up to five days. Subsequent violation may result in discharge.

A. Absenteeism

This is covered under Attendance at Work in the labor contract.

B. Others Tools/Company Tools

It is improper conduct to use other people's tools or tools signed out to other employees without first gaining their consent.

C. Negligent/Mistakes

Employees are expected to follow instructions and to exercise due diligence in the performance of their duties.

D. Malicious Statements

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

It is inappropriate conduct to make derogatory or malicious statements toward any employee or the Company.

### E. Misuse of Property

Employees are expected to use Company property or the property of another person for the purpose in which it was intended.

### F. Dozing

Employees are required to remain alert while on the job.

### G. Leaving Plant/Failure to Return

Employees who leave the plant during work hours or who are not returning from lunch break must have authorization.

## **c) SECTION III – Suspension:**

The following offenses may result in suspension up to five days. Subsequent violations may result in discharge.

### A. Refusal to Cooperate

Refusal to show badge or pass to any supervisor, management or plant protection or altering of badge or pass, or interfering with or refusal to cooperate with plant protection officers or supervisor in the performance of their duties. (However, when an employee is being investigated for possible discipline, he may exercise his right to remain silent.)

### B. Sleeping

All employees are required to stay awake while at work.

### C. Under the Influence

It is a violation of this rule to be on Company premises subject to the effects of alcohol, illegal drugs, or to refuse to submit to a test. Probable cause testing will be conducted by trained members of management and will include breathalyzer testing for alcohol and urine testing for illegal drugs. Permissible levels are:

- Alcohol                      0.04 for safety sensitive jobs  
   0.08 for all others.
- Illegal drugs                -----

### D. Negligent Disregard of Instructions

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

Negligent disregard of instructions which affect the safety of any person or result in damage to property or disregard for danger or do not enter barriers is a serious matter.

E. Creating a Disturbance

Employees must not provoke, create, instigate, or engage in a disturbance on Company premises.

F. Illegal Gambling

Illegal gambling on Company time or on Company premises is unacceptable conduct.

G. Insubordination

Refusal to comply with a reasonable assignment given by a member of supervision.

**d) SECTION IV – Discharge:**

The following offenses may result in discipline up to and including discharge.

A. Violent Conduct

Violence, threatened violence, including threatening, intimidating, fighting, assault, or attempted assault, or taking action that could result in injury on Company premises will not be tolerated.\*

\*Suspensions or discharges under this rule will be reviewed by the Legal Department.

B. Committing a Nuisance

A course of unreasonable conduct which interferes with the rights of other employees or impedes production, by causing annoyance or inconvenience to others or the Company will not be tolerated.

C. Fraud

Engaging in or knowingly benefiting from any activity for the purpose or with result of causing unearned or unwarranted payment or benefits to himself or any other person; unauthorized altering of any document, falsification of any record or intentional omission of fact will not be tolerated. (Includes deliberate and flagrant acts of avoiding work.)

D. Badges

Employees must not permit another person to use their Company badge or use another person's badge.

E. Employment Abandonment



## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

Employees absent for five consecutive workdays without satisfactory excuse.

### F. Unauthorized Possession

Firearms or explosives of any type or use or threat of use of firearms, explosives, or dangerous weapons on Company time or premises will not be tolerated. This section will be enforced consistent with state laws regarding guns in vehicles on Company premises.

### G. Drugs/Alcohol

Use, possession, distribution, sale or offering for sale narcotics, dangerous drugs (including marijuana), or alcoholic beverages on Company premises at any time.

### H. Immoral Conduct/Indecency

Immoral or indecent conduct at work is unacceptable behavior.

### I. Theft/Damage

Willful destruction or damage, sabotage of work, theft, or attempted theft, or removal from Company premises, without proper authorization of any property not belonging to you will not be tolerated.

### J. Habitual Offender

Accumulation of four or more disciplinary steps within a twelve month period (formal counseling is not a disciplinary step).

### K. Discrimination and/or Sexual Harassment

## **Section 4 – NOTES:**

- The Union and the Company reserve the right to negotiate a “last chance agreement” when it is deemed appropriate.

**Article 51**  
**DURATION OF AGREEMENT**  
**(Modified – Tentatively Agreed To)**

This agreement between Bath Iron Works and the Union, in respect to rates of pay, wages, hours of work and other conditions of employment of the employees in the bargaining unit, will remain in full force and effect beginning ~~December 14, 2015~~ **June 22, 2020** and ending ~~May 17, 2020~~ **May 14, 2023**.

At the request of either party on or before January 15, ~~2020~~ **2023** the parties agree to a contract review over a period not to exceed one calendar month regarding intervening economic, operational or competitive conditions and to negotiate in good faith, if requested by either party, to amend this agreement to incorporate any new or modified terms and conditions of employment agreed to during such contract review period and to expressly reaffirm the remaining terms and conditions set forth in the Agreement dated ~~December 14, 2015~~ **June 22, 2020** to ~~May 17, 2020~~ **May 14, 2023**.

Either party may, within the thirty calendar days preceding sixty calendar days prior to the expiration date of this Agreement, serve written notice upon the other of its desire to terminate or modify this agreement.

**Article 52**  
**NEW BUSINESS OPPORTUNITIES**  
**(No Change – Tentatively Agreed To)**

In exercising its responsibilities under Article 3 of this Agreement, the Company will continue to seek out new business opportunities. The Company agrees that if it decides to pursue new business opportunities for production work that would require changes in terms and conditions of employment to successfully bid and win the work in question, the Company will inform the Union as soon as practical but prior to bidding on the work. The parties agree that upon such notification they will promptly confer with respect to the terms and conditions of employment of the affected bargaining unit employees and to negotiate, if necessary, over any change to existing terms and conditions under the collective bargaining agreement including work practices.



## IAM NATIONAL PENSION FUND

### MODEL LANGUAGE FOR ADOPTING REHABILITATION PLAN PREFERRED SCHEDULE

#### SUPPLEMENTAL AGREEMENT BETWEEN

[ \_\_\_\_\_ ]

AND

[ \_\_\_\_\_ ]

This Supplemental Agreement between \_\_\_\_\_ (“Union”) and \_\_\_\_\_ (“Employer”) supplements the parties’ collective bargaining agreement (the “CBA”) dated from \_\_\_\_\_ through \_\_\_\_\_ or the Employer’s participation agreement with the IAM National Pension Fund (the “Fund”) dated \_\_\_\_\_. For this Supplemental Agreement, further references to the CBA include participation agreements.

Effective \_\_\_\_\_, 20\_\_ **[Date the Preferred Schedule is adopted by the bargaining parties] (“Adoption Date”)**, Employer will contribute to the Fund under the schedule of additional contribution rates required under the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 (the “2019 Rehabilitation Plan”), which is incorporated by reference into this Supplemental Agreement.

The Employer’s current contribution obligations under the CBA are:

| YEAR                                    | CONTRACTUAL CONTRIBUTION RATE |
|---|-------------------------------|
| Year Supplemental Agreement is adopted: |                               |
| Year 1: _____                           | \$_____ per                   |
| Year 2: _____                           | \$_____ per                   |
| Year 3: _____                           | \$_____ per                   |
| Year 4: _____                           | \$_____ per                   |
| Year 5: _____                           | \$_____ per                   |

- Effective on the Adoption Date, and on each Adoption Date anniversary, the Employer’s contribution rate otherwise obligated under the CBA will increase by a compounding 2.5% while the Rehabilitation Plan remains in effect.
- Additional Employer contributions per participant will be rounded to the nearest cent as follows: When rounding, one ½ cent and greater will be rounded up, less than one ½ cent will be rounded down.

All remaining provisions of the CBA remain in effect to the extent they are consistent with the 2019 Rehabilitation Plan.

AGREED TO this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between:

\_\_\_\_\_

Union

\_\_\_\_\_

Employer

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

**Schedule B**  
**HOURS OF WORK**  
**(Modified)**

|                             | <b><u>Main Plant</u></b><br><i>And all facilities beginning<br/>4 January 2021</i> | <b><u>Harding Plant Structural<br/>Fabrication</u></b><br><i>Through 3 January 2021</i> |
|-----------------------------|--|---|
| <b>1<sup>st</sup> Shift</b> |  |   |
| Start                       | 7:00 a.m.  | 6:30 a.m.   |
| Break                       | 9:30-9:40 a.m.   | 9:00-9:10 a.m.  |
| Lunch                       | 11:30 a.m.-12 Noon   | 11:30 a.m.-12 Noon  |
| End                         | 3:30 p.m.  | 3:00 p.m.   |
| <b>2<sup>nd</sup> Shift</b> |  |   |
| Start                       | 4:00 p.m.  | 3:00 p.m.   |
| Lunch                       | 8:30 p.m.-8:50 p.m.  | 7:30 p.m.-7:50 p.m.   |
| End                         | 12:00 a.m.   | 11:00 p.m.  |
| <b>3<sup>rd</sup> Shift</b> |  |   |
| Start                       | 11:00 p.m.   | 10:30 p.m.  |
| Lunch                       | 3:30 a.m.-3:50 a.m.  | 3:00 a.m.-3:20 a.m.   |
| End                         | 7:00 a.m.  | 6:30 a.m.   |
|                             | <b><u>CW/Bissons</u></b><br><i>Through 3 January 2021</i>                          | <b><u>EBME Outfit Fabrication</u></b><br><i>Through 3 January 2021</i>                  |
| <b>1<sup>st</sup> Shift</b> |  | <b><u>CROF</u></b><br><i>Through 3 January<br/>2021</i>                                 |
| Start                       | 6:24 a.m.  | 6:18 a.m.   |
| Break                       | 9:00-9:10 a.m.   | 9:00-9:10 a.m.  |
| Lunch                       | 11:30 a.m.-12 Noon   | 11:30 a.m.-12 Noon  |
| End                         | 2:54 p.m.  | 2:48 p.m.   |
| <b>2<sup>nd</sup> Shift</b> |  |   |
| Start                       | 3:00 p.m.  | 3:30 p.m.   |
| Lunch                       | 7:30-7:50 p.m.   | 8:00-8:20 p.m.  |
| End                         | 11:00 p.m.   | 11:30 p.m.  |
| <b>3<sup>rd</sup> Shift</b> |  |   |
| Start                       | 10:30 p.m.   | 10:30 p.m.  |
| Lunch                       | 3:00-3:20 a.m.   | 3:00-3:20 a.m.  |
| End                         | 6:30 a.m.  | 6:30 a.m.   |

**NOTES:**

- 1) Parking will be dedicated for 1<sup>st</sup> and 2<sup>nd</sup> shifts.
- 2) Second and Third Shift will have a 20 minute paid lunch, but must remain in the facility.

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|                             | <b><u>Boiler Operating</u></b>  | <b><u>Tank Testing</u></b>  | <b><u>Machine Shop</u></b>   |
|-----------------------------|---|---|--|
| <b>1<sup>st</sup> Shift</b> |   |   |  |
| Start                       | 7:00 a.m.   |   | 7:00 a.m.  |
| Break                       | 9:30-9:40 a.m.  |   | 9:30-9:40 a.m.   |
| Lunch                       | 11:30 a.m.-12 Noon  |   | 11:30 a.m.-12 Noon   |
| End                         | 3:00 p.m.   |   | 3:30 p.m.  |
| <b>2<sup>nd</sup> Shift</b> |   |   |  |
| Start                       | 3:00 p.m.   |   | 3:30 p.m.  |
| Break                       | 6:45-6:55 p.m.  |   |  |
| Lunch                       | 8:45-9:05 p.m.  |   | 8:00 p.m.-8:20 p.m.  |
| End                         | 11:00 p.m.  |   | 11:30 p.m.   |
| <b>3<sup>rd</sup> Shift</b> |   |   |  |
| Start                       | 11:00 p.m.  | 3:00 a.m.   | 11:00 p.m.   |
| Break                       | 2:00-2:10 a.m.  |   |  |
| Lunch                       | 4:00-4:20 a.m.  | 7:30 a.m.-7:50 a.m.   | 3:30-3:50 a.m.   |
| End                         | 7:00 a.m.   | 11:00 a.m.  | 7:00 a.m.  |
|                             | State Law requires Boilers be staffed continuously. Operators do not leave their job site for break or lunch. | Second and Third Shift will have a 20 minute paid lunch, but must remain in the facility. | To allow continuous machining operation. Second and Third Shift will have a 20 minute paid lunch, but must remain in the facility. |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

**Maintenance Custodian**

**Office Cleaning**

**1<sup>st</sup> Shift**

|       |                    |                               |
|-------|--------------------|-------------------------------|
| Start | 7:00 a.m.          | <del>7:00 a.m.</del>          |
| Break | 9:30-9:40 a.m.     | <del>9:30-9:40 a.m.</del>     |
| Lunch | 11:30 a.m.-12 Noon | <del>11:30 a.m.-12 Noon</del> |
| End   | 3:30 p.m.          | <del>3:30 p.m.</del>          |

**2<sup>nd</sup> Shift**

|       |                     |                                |
|-------|---------------------|--------------------------------|
| Start | 3:30 p.m.           | <del>3:30 p.m.</del>           |
| Lunch | 8:00 p.m.-8:20 p.m. | <del>8:00 p.m.-8:20 p.m.</del> |
| End   | 11:30 p.m.          | <del>11:30 p.m.</del>          |

**3<sup>rd</sup> Shift**

|       |                     |                                |
|-------|---------------------|--------------------------------|
| Start | 10:00 p.m.          | <del>10:00 p.m.</del>          |
| Lunch | 3:30 a.m.-3:50 a.m. | <del>3:30 a.m.-3:50 a.m.</del> |
| End   | 6:00 a.m.           | <del>6:00 a.m.</del>           |

**Sandblast Building Hours**

*And all facilities beginning 4 January 2021*

| <b><u>Shift</u></b> | <b><u>Start</u></b> | <b><u>Suitup/Report to<br/>Job Site</u></b> | <b><u>Blast Time</u></b> | <b><u>Cleanup &amp;<br/>Lunch</u></b> | <b><u>Blast Time</u></b> | <b><u>End</u></b> |
|---------------------|---------------------|---|--------------------------|---------------------------------------|--------------------------|-------------------|
| 1 <sup>st</sup>     | 7:00 a.m.           | 7:00-7:30 a.m.                              | 7:30-11:20 a.m.          | 11:20 a.m.                            | 12:00-2:10 p.m.          | 2:30 p.m.         |
| 2 <sup>nd</sup>     | 3:00 p.m.           | 3:00-3:30 p.m.                              | 3:30-7:20 p.m.           | 7:20 p.m.                             | 8:00-10:10 p.m.          | 10:30 p.m.        |
| 3 <sup>rd</sup>     | 11:00 p.m.          | 11:00-11:30 p.m.                            | 11:30 p.m. – 3:20 a.m.   | 3:20 a.m.                             | 4:00-6:10 a.m.           | 6:30 a.m.         |

**Hardings Structural Fabrication Sandblast Hours**

*Through 3 January 2021*

| <b><u>Shift</u></b> | <b><u>Start</u></b> | <b><u>Blast Time</u></b>  | <b><u>Cleanup &amp; Lunch</u></b> | <b><u>Blast Time</u></b> | <b><u>End</u></b> |
|---------------------|---------------------|---------------------------|-----------------------------------|--------------------------|-------------------|
| 1 <sup>st</sup>     | 6:30 am             | 7:00 – 11:20 a.m.         | 11:20 a.m.                        | 12:00 – 1:40 p.m.        | 2:00 p.m.         |
| 2 <sup>nd</sup>     | 3:00 p.m.           | 3:30 – 7:20 p.m.          | 7:20 p.m.                         | 8:00 – 10:10 p.m.        | 10:30 p.m.        |
| 3 <sup>rd</sup>     | 11:00 p.m.          | 11:30 p.m. – 3:20<br>a.m. | 3:20 a.m.                         | 4:00 – 6:10 a.m.         | 6:30 a.m.         |

**EBMF Outfit Fabrication Sandblast Hours**

*Through 3 January 2021*

| <b><u>Shift</u></b> | <b><u>Start</u></b> | <b><u>Blast Time</u></b>  | <b><u>Cleanup &amp; Lunch</u></b> | <b><u>Blast Time</u></b> | <b><u>End</u></b> |
|---------------------|---------------------|---------------------------|-----------------------------------|--------------------------|-------------------|
| 1 <sup>st</sup>     | 6:18 a.m.           | 6:45 – 11:20 a.m.         | 11:20 a.m.                        | 12:00 – 1:28 p.m.        | 1:48 p.m.         |
| 2 <sup>nd</sup>     | 3:30 p.m.           | 4:00 – 7:20 p.m.          | 7:20 p.m.                         | 8:00 – 10:40 p.m.        | 11:00 p.m.        |
| 3 <sup>rd</sup>     | 11:00 p.m.          | 11:30 p.m. – 3:20<br>a.m. | 3:20 a.m.                         | 4:00 – 6:10 a.m.         | 6:30 a.m.         |

**NOTE:** Second and Third Shift will have a 20 minute paid lunch, but must remain in the facility.

**Schedule C**  
**WEEKEND OVERTIME HOURS**  
**(Modified)**

**1<sup>st</sup> Shift**

|       |                   |
|-------|-------------------|
| Start | 6:00 a.m.         |
| Break | 9:00-9:20 a.m.    |
| End   | 12:00 p.m. (Noon) |

**2<sup>nd</sup> Shift**

|       |                   |
|-------|-------------------|
| Start | 12:00 p.m. (Noon) |
| Break | 3:00-3:20 p.m.    |
| End   | 6:00 p.m.         |

**3<sup>rd</sup> Shift**

**Bath (Main Shipyard)**  
***And all facilities beginning***  
***4 January 2021***

|       |                |
|-------|----------------|
| Start | 11:30 p.m.     |
| Break | 2:30-2:50 a.m. |
| End   | 5:30 a.m.      |

**All Other Facilities**  
***Through 3 January 2021***

|                       |
|-----------------------|
| 12:00 a.m. (Midnight) |
| 3:00-3:20 a.m.        |
| 6:00 a.m.             |

**Void Shift**

|       |                       |
|-------|-----------------------|
| Start | 6:00 p.m.             |
| Break | 9:00-9:20 p.m.        |
| End   | 12:00 a.m. (Midnight) |

Note: Void Shift will be manned utilizing all shifts by seniority per Departmental Overtime Policies

**NOTES:**

- 1.) Steam Patrol mechanics will work regular eight (8) hour shifts.
- 2.) Boiler Operators work a regular eight (8) hour shift.\*
- 3.) Those working in Maintenance Tool Cribs work a six and one-half (6 ½) hour shift.

\* Subject to the terms of the MOA dated 7/29/11

**SANDBLAST BUILDING OVERTIME HOURS (ALL FACILITIES)**

| <b><u>Shift</u></b>   | <b><u>Start</u></b> | <b><u>Suitup/Report to Job Site/Set Up</u></b> | <b><u>Blast Time</u></b> | <b><u>Cleanup</u></b> | <b><u>End</u></b> |
|-----------------------|---------------------|--|--------------------------|-----------------------|-------------------|
| <b>1<sup>st</sup></b> | 6:00 a.m.           | 6:00-6:30 a.m.                                 | 6:30-11:16 a.m.*         | 11:16-11:36 a.m.      | 11:36 a.m.        |
| <b>2<sup>nd</sup></b> | 12:00 p.m.          | 12:00-12:30 p.m.                               | 12:30-5:16 p.m.*         | 5:16-5:36 p.m.        | 5:36 p.m.         |
| <b>3<sup>rd</sup></b> | 12:00 a.m.          | 12:00-12:30 a.m.                               | 12:30-5:16 a.m.*         | 5:16-5:36 a.m.        | 5:36 a.m.         |
| <b>Void</b>           | 6:00 p.m.           | 6:00-6:30 p.m.                                 | 6:30-11:16 p.m.*         | 11:16-11:36 p.m.      | 11:36 p.m.        |

(\*Sandblasters may take breaks to hydrate during blast time)

**Note on Sandblasting Building Overtime Hours:**



COMPANY LAST, BEST, AND FINAL OFFER, **13 JUNE 2020**

In lieu of the scheduled twenty minute break during shift, S06s will work the overtime hours defined in the table above. Upon completion of their tasks and cleanup, the S06s may leave the shipyard at the end time shown above. S06s will be paid for a full six (6) hours of work.

**Schedule D**  
**SUBCONTRACTING STANDING LIST**  
**(Modified)**

Management will assign Local S6 members to accompany vendors as required, provided the assistance required adds value to BIW's customer. The Director of Facilities, or designee, will meet with the Vice President of Local S6, or designee, on at least a quarterly basis to review upcoming facilities vendor work, and will make a good faith effort to keep the Union apprised of ongoing work within the yard.

| <b>CATEGORY</b> | <b>SERVICE DESCRIPTION</b>  |
|-----------------|---|
| Calibration     | Boilers annual inspections<br>Gas monitoring systems<br>Meter calibration<br>Scales<br>Straight Edges   |
| Certifications  | Boilers annual state inspection<br>Cranes<br>Elevators<br>Fire alarms<br>Rigging gear inspections<br>Sprinklers   |
| Cleaning        | Jet snake drain line<br>Vacuum and large sweeper trucks- condo assistance by Department 20  |
| Dredging        | Dredging/soundings/dolphins/hauling spoils  |
| Environmental   | <b><u>COLLECTION DOES NOT ALTER CURRENT PRACTICE</u></b><br>Changing fluids and maintenance of parts wash machines<br>Collection and disposal of daily refuse<br>Collection and disposal of special waste, contaminated metals, grit, wood, soil<br>Collection and disposal of spent caustic bernite solution<br>Collection and recycling of scrap paper and fiber material<br>Collection and transportation and disposal of batteries<br>Collection, transportation and disposal of bulk waste and emergency response<br>Collection, transportation and disposal of drummed hazardous and non-hazardous<br>Collection, transportation and disposal of medical waste<br>Collection, transportation and recycling of AO, blast grit, road sand, garnet, black beauty, asphalt, and steel shot<br>Collection, transportation and recycling of fluorescent tubes and ballasts<br>Collection, transportation and recycling of scrap metal<br>Collection, transportation and refurbish damages pallets<br>Collection, transportation and waste wood recycling<br>Provide professional laboratory and analytical services<br>Sewer pump truck<br>Underground tank inspections<br>Water sampling |

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

| CATEGORY   | SERVICE DESCRIPTION  |
|------------|--|
| Excavation | Demolition and grading<br>Hot top/ trenching/ haul dredging/ excavating<br>Field mowing<br>Pier and fender repairs<br>Pile driving repairs<br>Snow removal including hand shoveling at CROF and James Building<br>Snow removal from the shipyard<br>Snow plowing for all facilities  |
| Repairs    | Adjust ADA door closures<br>Computer room on liebert units<br>Curved glass replacement<br>Elevator repairs when license required<br>Front end alignment<br>Motor, CMP transformer work, and starter repair/ rewind<br>Oil samplings and replacement by vendor<br>Outboard motor repairs<br>Overhaul of hydraulic cylinders<br>PM saws by saw blade supplier<br>Pressure grouting<br>Propane burners<br>Rebuilt leaf springs, when heat treat and bending required<br>Repairs to communication equipment, i.e. radios<br>Repairs to critical equipment requiring technical assistance<br>Repairs to magnets/coil<br>Security systems repairs and PM<br>Tire repair split ring rim only  |
| Service    | Blade sharpening, cold cut and shear<br>Compressor overhaul- continue current practice to assist vendors<br>Fence post driving<br>Keys pad, electronic locks<br>License pest control<br>Oil burner service<br>Pump concrete<br>Remove and install rubber roofing<br>Remove, repair, and install carpet greater than 400 square feet<br>Ordering, distribution, stocking of consumables and rolling inventory<br>Asbestos abatement<br>Fence installation<br><b><i>Dive Operations, when BIW team is not able or available to perform</i></b><br><b><i>Fuel deliveries to tanks of fifty (50) gallons or greater</i></b><br><b><i>Tree cutting and removal near buildings, power lines, and other objects</i></b><br><b><i>Mobile crane service at non-production facilities with assistance by D20</i></b><br><b><i>Use of mobile crane and operator to support 11 crane wire rope lubrication</i></b> |
| Warranty   | All warranty/ factory recalls<br>Vendor owned equipment  |

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

| <b>CATEGORY</b>                                     | <b>SERVICE DESCRIPTION</b>  |
|---|---|
| Structure   | Stripping structural extrusions<br><i>Removal and installation of structural concrete</i><br><i>Core drill of four inch or greater with assistance by D20</i> |
| Capital Projects                                    | Crane support for painting the Number 11 crane<br>New Construction of Buildings over 1,000 square feet  |
| License Required                                    | Elevator Installations<br>Engineering Dive Studies- where Degree/ License is required   |
| <b><i>Machinery<br/>Breakdown or<br/>Outage</i></b> | <b><i>Production work that would otherwise be performed on a specific machine during any planned or unplanned temporary outage of that machine.</i></b>       |

# **CLASSIFICATION TASK**

## **LISTS**

**~~"Each mechanic shall perform his/her tasks in accordance with the "Core Trade Descriptions," meaning the Classification Task Lists incorporated as part of the 2015-2020 collective bargaining agreement between the Company and the Union (the "Bluebook").~~**

**In addition, mechanics shall perform tasks in accordance with "Long Standing Practice" used in performing the job. For purposes of this section, the performance of these tasks shall be considered a "Long Standing Practice" if such tasks have been historically performed by a mechanic in his/her classification."**

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**VERSATILITY TASKS**

*[The following language has been moved from Article 7 Section 4, and all strikethroughs and additions relate to the language as it existed previously]*

Notwithstanding any other provisions of this agreement, and in order to reduce standby time and gain efficiencies, an employee in the ~~core~~ **course** of his/her ~~regular job~~ **core trades' work** may be assigned the following items as listed to make ~~their own job~~ **work** more efficient:

- 1.) Retrieve trade material post receipt (main yard) and/or post kit (off sites) by hand carry or use of rolling stock which mechanic is qualified/licensed to operate (C02, E02, I02, L40, M04, M20, M21, O04, P18, S40, T04)
- 2.) Route and hang temporary vent tubes, not to include initial setup or splicing. (C02, E02, I02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12, Y02)
- 3.) Turn on/off temporary ventilation within shops **and at off-site facilities**. (C02, E02, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S06, S18, S40, T04, W12)
- 4.) Obtain and store dry goods and appropriate tools without going through tool crib or paint issue station. (C02, E02, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)
- 5.) Remove and re-install/attach deckplates, rubber matting, nomex and covers, including manhole covers. (C02, E02, I02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, T12, W12, Y02)
- 6.) Use of Silverado to support trades' work. (C02, E02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04)
- 7.) Rig material and gear (i.e. hook and unhook own loads, give direction to crane operator). (C02, H18, L40, **S40**)
- 8.) Utilize pendant cranes if trained and licensed. (C02, E02, H18, L40, M04, O04, P18, S40, T04, W12, Y02)
- 9.) Change tooling attachments if appropriately trained. (C02, E02, I02, L40, M03, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12)
- 10.) Tack weld (C02, E02, L40, O04, P18, S18, S40, T04)
- 11.) Plug/Unplug power supply at or below 120v. (C02, E02, C70, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)
- 12.) Plug/Unplug power supply up to 480v, not to include initial setup. (C70, S40, W12, **E02, O04, T04**)
- 13.) Install and hook up temporary lights, not to include initial setup. (C02, E02, I02, L40, O04, P10, P18, S06, S18, S40, T04, W12, Y02)
- 14.) Perform housekeeping duties in and around work area, including cleanup of personal and industrial debris. (C02, E02, C70, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)
- 15.) Strip Ship/**Unit/Building**. (C02, E02, I02, L40, O04, P10, P18, S06, S18, S40, T04, W12, Y02, **M04**)

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- 16.) All associated grinding and de-spattering of own work. (C02, E02, I02, L40, M04, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12)
- 17.) Fabricate and install tents for multiple trades' usage. (C02, E02, I02, L40, M20, M21, O04, P10, P18, S06, S18, S40, T04, W12)
- 18.) Surface prep, including rust removal and incidental and in-process paint and insulation removal (only as necessary to progress mechanic's own job – not intended to enable production grinding of paint). (C02, E02, I02, L40, O04, P10, P18, S18, S40, T04, W12)
- 19.) Removal of attachments in way of own ~~job~~ **trades' work**. (C02, E02, I02, L40, O04, P18, S18, S40, T04)
- 20.) Verify completeness of **work and** work orders, **with name and/or badge number**. (C02, E02, H18, I02, L40, M04, M20, O04, P10, P18, S40, T04, **M21, M03, W12**)
- 21.) Care and protection of materials/equipment (excluding masking, except for P10). (C02, E02, C70, H18, I02, L40, M03, M04, M20, M21, O04, P06, P10, P18, S02, S06, S18, S40, T04, T12, W12, Y02)
- 22.) Move own material from own work area to next work station, including lane changes, at ~~EBMF~~ **Outfit Fabrication**. (E02, L40, M04, P10, P18, S06, T04, W12)

**CLASSIFICATIONS**

|     |                               |     |                         |
|-----|-------------------------------|-----|-------------------------|
| C02 | CARPENTER                     | P06 | SIGN PAINTER            |
| C70 | CRANE OPERATOR                | P10 | PRESERVATION TECHNICIAN |
| E02 | ELECTRICIAN                   | P18 | PIPEFITTER              |
| H18 | MATERIAL HANDLER              | S02 | SAFETY INSPECTOR        |
| I02 | INSULATOR                     | S06 | SANDBLASTER             |
| L40 | GENERAL LABORER               | S18 | STAGE BUILDER           |
| M03 | MAINTENANCE CUSTODIAN         | S40 | STRUCTURAL FITTER       |
| M04 | MACHINIST                     | T04 | TINSMITH                |
| M20 | MAINTENANCE MECHANIC          | T12 | TUG BOAT OPERATOR       |
| M21 | MAINTENANCE ELECTRIC AND HVAC | W12 | WELDER                  |
| 004 | OUTSIDE MACHINIST             | Y02 | YARD RIGGER             |



**C02 TASK LIST**

**Tasks to include but not limited to the following:**

- Install joiner doors and windows.
- Install foundations.
- Install furniture and hardware.
- Install weatherdeck outfit items.
- Install rat proofing.
- Loadout furniture items.
- Jacking, and leveling units.
- Install shoring and setting units.
- Setting centerline for keelblocking.
- Building and assembling launch cradle.
- Build ladders and sawhorses.
- Fabricate specialty carpentry items.
- Fabricate shipping crates.
- Build and install temporary false decking.
- Fabricate and install protective covering.
- Fabricate and install tents for multiple trade usage.
- Fabricate "doghouses."
- Operate shop power tools.
- Operate hand power tools.
- Operate pneumatic tools.
- Operate hydraulic jacks.
- Operate lugalls.
- Operate plasma equipment to cut and trim scribe lines on foundations and *cut and* trim out doors.
- Operate mobile equipment, i.e., personnel lifts, buggies, and cars/vans/pickups, etc.
- Operate chainsaws.
- Operate workboats.
- Fabricate miscellaneous foundations.
- Handle own material to and from work site
- Operate oxy-fuel gear, i.e., heating torches, burning torches
- Hook and unhook loads in the Carpenter Shop and during loadouts using straps, wires, and slings, in shop for all trade lifts.
- Hook up and run air hoses from manifold to job site.
- Hook up and run welding leads from power grid to job site.
- Snow and ice removal in way of own job.
- Fabricate and insulate reefer units.
- Install blast shielding.
- Install radiation shielding.
- Remove own temporary attachments.

**C02 TASK LIST (Continued)**

- Remove ship's ladders and rails in support of loadouts.
- Cut insulation to allow insertion of rat proofing.
- Line handling and dock trials.
- Light testing.
- Heavy testing.
- Install beam clamps, padeyes, etc., for performance of tests.
- Obtain and return test equipment.
- Fabricate ships gear.
- Splice rope and wire.
- Manufacture ships gear/hardware assemblies.
- Install ships gear.
- Operate deck machinery.
- Deck crew for trials/transits.
- Operate ships boats.
- Sew covers and miscellaneous gear.
- Rig material and gear, i.e., hook and unhook own loads, give direction to crane operator.
- Assemble, operate, and disassemble TTS equipment, to include assembling/disassembling hydraulic hoses and programming computers.
- Operate forklift at ACE, CW and Bissons Warehouses.
- ***Modifications to TTS beams required for assembly/disassembly (i.e. drilling, reaming, cutting, burning)***

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**C70 TASK LIST**

**Tasks to include but not limited to the following:**

- Operate bridge cranes (see note).
- Operate gantry cranes (see note).
- Operate mobile cranes (hydraulic and friction) (see note).
- Operate drott travel lift (see note).
- Operate diesel-locomotive crane (see note).
- Operate monorail crane (see note).
- Daily inspects crane for defective parts and notifies supervisor of defects or malfunctions.
- Inspects and compares weight of load with lifting capacity of crane to ensure against overloading crane.
- Observes load hook-up and determines safety or load.
- Perform Y02 tasks as required to meet operational needs.
- Snow and ice removal in way of own job.

**NOTE:** These items may require special licensing, certification, or excessive training. Special consideration of the business need versus the training requirements should be given prior to assigning these functions.

**NOTE:** ~~See Article 7, Section 4 — Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**E02 TASK LIST**

**Tasks to include but not limited to the following:**

- Safe use of personal tools.
- Safe use of power tools.
- Safe use of electric tools.
- Safe use of pneumatic tools.
- Safe use of test equipment.
- Safe operation of brazing process (i.e., voice tubes, silver solder plugs, EMP).
- Install temporary plastic enclosures within job site.
- Snow and ice removal in way of own job.
- Mobile equipment, i.e., condo lifts, scissors lifts, etc., license required.
- Fabricate foundations.
- Fabricate cable trays.
- Layout and install foundation.
- Remove foundations (~~tacked, not welded~~).
- Layout and install main cable ways attachments.
- Layout and install local cable runs attachments.
- Use TE-CWPO's to locate and install penetrations.
- Remove unused penetrations (tacked, not welded).
- Safe set up of leads and hoses from manifolds and equipment to include plasma and oxy fuel/burning.
- Drill out foundations.
- Install equipment.
- Handle material to include pick-up and transfer (employee's own job).
- Status of work.
- Safe use of stud gun per DOI.
- Install studs.
- Remove studs, of any size.
- Install main and local cables.
- Banding.
- Pack electrical penetrations.
- Cut in cables.
- Hook up equipment.
- Tagging (print and install).
- Perform and sign-off DOIs and QPs.
- Shim and conductive caulk.
- Bonding and grounding.
- Knowledge of and perform proper tempest bonding.
- Using the TE-SPEO-01 to order EMP, fabricate and install EMP.
- Install ground straps.

**E02 TASK LIST (Continued)**

- Understand and work trial cards, I&As, RNs, ESS, *SPMs, QPLs, test procedures, and drawings, and similar documentation.*
- Activate and test.
- Troubleshoot and repair.
- Repair and calibrate.
- Hang signs for Rad-Haz.
- Maintain ATW.
- Sort *and put away* E02 material.
- Safe use of cable straps and jack stands.
- Safe use of come-alongs for adjustments to equipment and cable, *including straps and attachments.*
- Safe use of chain falls (straight lifts) (Y02 install and remove rigging).
- Fabricate connectors.
- Ripout.
- Apply yellow chromite and acid wash to complete installation processes for your job only.

**NOTE:** — See Article 7, Section 4 — Reduction of Standby Time/Efficiency Gains (pages 9-11).

**H18 TASK LIST**

**Tasks to include but not limited to the following:**

- Transport, loading and unloading of production and non-production material, tools and equipment within and between facilities.
- Operate equipment over the road between facilities. (Operating equipment between CW and EBMF is not considered over the road.)
- Operate pick-up trucks.
- Operate medical vans.
- Small package deliveries from CW to all areas.
- Mail run/tab runs.
- Deliver overnight packages and hot packages to outlying areas and warehouses.
- Pick up BPOR material at local vendors.
- Operate trucks (see note).
- Operate tractor-trailer combinations (see note).
- Operate forklifts.
- Operate transporters (see note).
- Operate straddle-lift (Hyster 375).
- Operate mobile equipment
- Operate pendant cranes and rolling stock.
- Rigging, if trained.
- Dispatch BIW vehicles/maintain logs.
- Perform safety checks on equipment, i.e., top off fluids as needed.
- Maintain load invoices.
- Snow removal from flatbed trailers and rack body trucks.
- Receive material at warehouses and facilities.
- Issue material.
- Maintain inventory.
- Cycle counts.
- Handle and cut raw stock.
- Order material.
- Ship/deliver material.
- Track/status material using appropriate systems.
- Expedite/research lost damaged material.
- Respirator maintenance.
- Ship/loadout/binning.
- Operate hand tools (banders etc.).
- Discard scrap.
- Package deliveries.
- Hazardous material bills and shipping.
- Recycle materials.
- Process MDRs, shop requisitions, AFRs, replace requisitions, credit memos, etc.
- Man and issue material in slump trailers.
- Identify catalog items for warehouse return and issue.
- Color code material.

**H18 TASK LIST (Continued)**

- Operate barcode scanners.
- Snow and ice removal in way of own job.

(\*Mechanics of any trade may scan material to pallets within their own area)

**NOTE:** These items may require special licensing, certifications, or extensive training. Special consideration of the business need versus the training requirements should be given prior to assigning these functions.

**NOTE:** — See Article 7, Section 4 — ~~Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**I02 TASK LIST**

**Tasks to include but not limited to the following:**

- Insulation layout and installation.
- Insulation removal/replacement.
- Pin and stud layout and installation.
- ***Lag pipe***
- Lagging/taping application.
- Use pneumatic, power, and hand tools.
- Relocate materials (boxes of pins/insulation/glue/lagging).
- Setup of hoses/leads.
- Support C02s in ship moves and drydockings.
- Snow and ice removal in way of own job.
- Installation of vent covering, access covers, and portable flange covers.
- Installation of polynide foam covering (extensive training required).
- Installation of rubatex (extensive training required).
- Installation of exhaust covering.
- Installation of MDL coolers and acoustic vinyl coverings (extensive training required).
- Fabrication of fittings, flange shields, and pads.
- Installation of snap-on.
- Installation of flange shields.
- Installation of kaylo.
- Installation of RAM (Navy certification required).
- ~~Asbestos removal (state certification required)~~
- Installation of portable pads.
- Cover steam line connections for personnel protection.
- Fabrication of mylar bags and intake/uptake exhaust pieces.
- ***Maintain orderly I02 material storage areas***

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~



**L40 TASK LIST**

**Tasks to include but not limited to the following:**

- Production grinding.
- Chipping, when other means not possible.
- Production beveling, by pneumatics.
- Carbon gouging/oxy-fuel and plasma burning.
- Removal and flushing of temporary attachments.
- Removal and clean up of revisions (i.e., foundations, hangers, etc.).
- Safe use of pneumatic tools.
- Safe setup and operation of oxy-fuel (Production burning).
- Safe setup and operation of plasma equipment.
- Spatter removal grooming for inspection.
- Fire watching for another L40.
- Use of required personal tools.
- Take and retrieve gas lines, leads, harnesses, welding/plasma equipment to and from Maintenance Repair.
- Acquire from Tool Crib consumables for welding equipment and plasma equipment
- Add metal ends to sucker tubes
- Move welding leads, harnesses, lines and hoses as part of set-up
- Shoot studs and pins for strip heaters, set-up strip heater boxes and heat blankets
- Assist in mechanized weld set-up/sub arc process.
- Retrieve tools from Tool Crib
- Operate rolling stock as licensed
- Mobile equipment (personnel lifts).
- Plug and unplug 480v if properly trained (i.e. welding machines, stud gun/machine and plasma machine) in support of trades in the area (for own and other mechanics use) – not to include initial setup
- Snow and Ice Removal (not eligible for standing list OVT)
- Perform all tasks of classification to which assigned, as trained

**NOTE:** Structural items, which are to be reused requiring removal of weld by gouging, will be accomplished by the Welding Department.

**NOTE:** ~~See Article 7, Section 4 – Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**M03 TASK LIST**

**Tasks to include but not limited to the following:**

- Office cleaning.
- Operate shampooer.
- Spray buffing.
- Operate buffing machines.
- Stripping floors.
- Wax application.
- Street sweeper.
- Recycling.
- Lawn mowing (riding and walk behind).
- Hedge trimming and weed whacking.
- Burnbag run.
- Use of tools and equipment required to perform job functions.
- Snow and ice removal (everywhere) and hand shoveling.
- Landscaping.
- Groundskeeping.
- Paint bathroom graffiti.
- Handle material to include pickup and transfer.
- Bathroom/shower cleaning.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**M04 TASK LIST**

**Tasks to include but not limited to the following:**

- Set up own leads and hoses.
- Prep material or workpiece for machining.
- Precision measuring - special tools.
- Flame straightening (~~Hardings~~ **Structural Fabrication** Bending Floor).
- Spray weld (Machine Shop) (need Navy certification).
- Shaft spark test.
- Fits and assembles machined parts into complete units (Bath and ~~Hardings~~ **Structural Fabrication** only).
- Operation of electric/pneumatic hand tools.
- Operation of oxy-fuel equipment -~~Hardings~~ **Structural Fabrication** and Machine Shop (heating torches).
- Handle own material.
- Furnace work (~~Hardings~~ **Structural Fabrication** and Machine Shop).
- Fiberglassing (shafts) (Machine Shop).
- Valve repair and testing (Bath).
- Sharpen tools (Tool Room).
- Layout work.
- Assembly and floor work.
- Inspection area.
- Tool making (Machine Shop).
- Calibration, scope and inspection (Machine Shop).
- Operate Type 1 machines (see attached sheet).
- Operate Type 2 machines (see attached sheet).
- Operate Type 3 machines (see attached sheet).
- Operate Type 4 machines (see attached sheet).
- Operate Type 5 machines (see attached sheet).
- Operate Hi-Tech machines (see attached sheet).
- CNC machines (not to expand present role) (edit, speed, and feed no more than 10% unless new type of coolant used).
- Operate barcode scanners.
- Use of burning machine
- Move material among machines at EBMF
- ***Perform machine operation minor repairs and daily maintenance (e.g., repair of a guard, fluid level)***
- Snow and ice removal in way of own job.

**NOTE:** — See Article 7, Section 4 — Reduction of Standby Time/Efficiency Gains (pages 9-11).

**MACHINES SORTED BY TYPE**

| <b>MACHINES</b>             | <b>I</b> | <b>TYPE I FUNCTION</b> | <b>LOCATION</b> |          |      |
|-----------------------------|----------|------------------------|-----------------|----------|------|
| Band Saw                    | 1        | Saw                    | Machine         | Hardings | EBMF |
| Blacksmith                  | 1        | Bend                   |                 | Hardings |      |
| Cut Off Saw                 | 1        | Saw                    |                 | Hardings | EBMF |
| Cutter Grinder              | 1        | Sharpen                | Machine         |          |      |
| Gear Cutter                 | 1        | Cut Gears              | Machine         |          |      |
| Post Drill Press            | 1        | Drill                  | Machine         | Hardings | EBMF |
| Pull Max Beveler            | 1        | Bevel                  |                 | Hardings |      |
| Shear                       | 1        | Cut                    |                 | Hardings | EBMF |
| Spot Welder                 | 1        | Weld                   |                 |          | EBMF |
| Bending Floor               | 2        | Straighten             |                 | Hardings | EBMF |
| Blanchard Grinder           | 2        | Grind Flats            | Machine         |          |      |
| Cylindrical Grinder         | 2        | Grind Cyl              | Machine         |          |      |
| 8 Ft. Rolls                 | 2        | Roll                   |                 | Hardings |      |
| Greenerd 75-Ton Punch Press | 2        | Form/Punch             |                 |          | EBMF |
| Horizontal Press            | 2        | Form                   |                 | Hardings | EBMF |
| Iron Worker                 | 2        | Cut/Punch              | Machine         |          |      |
| Shaper                      | 2        | Cut/Shape              | Machine         |          |      |
| Strippet Super AG Punch     | 2        |                        |                 |          | EBMF |
| Surface Grinder             | 2        | Grind Flat             | Machine         |          |      |
| Time Saver                  | 2        | Surface Prep           |                 |          | EBMF |
| Cybo                        | 3        | Burn                   |                 |          | EBMF |
| Door Edge Shaper            | 3        | Roll                   |                 | Hardings |      |
| Frame Bender                | 3        | Bend                   |                 | Hardings |      |
| Mattison Grinder            | 3        | Grind Flat             | Machine         |          |      |
| Radial Drill                | 3        | Drill                  | Machine         | Hardings |      |
| Thermal Basic Furnace       | 3        | Heat Treat             |                 | Hardings |      |
| Vertical Rolls              | 3        | Roll                   |                 | Hardings | EBMF |
| Blast and Paint Building    | 4        | Surface Prep           |                 | Hardings |      |
| Brake                       | 4        | Bend                   |                 | Hardings | EBMF |
| Bullard                     | 4        | Turn                   | Machine         |          |      |
| 32 Ft. Rolls                | 4        | Roll                   |                 | Hardings |      |
| Turret Lathe                | 4        | Turn                   | Machine         |          |      |
| Engine Lathe                | 5        | Turn                   | Machine         | Hardings | EBMF |
| Milling Machine             | 5        | Mill                   | Machine         | Hardings | EBMF |
| Pipe Bender                 | 5        | Bend                   |                 | Hardings | EBMF |
| Vertical Press              | 5        | Form                   |                 | Hardings | EBMF |

| <i>Machines</i>          | <i>Type</i> | <i>Function</i>    | <i>Location</i> |                       |                   |                     |
|--------------------------|-------------|--------------------|-----------------|-----------------------|-------------------|---------------------|
| <i>Band Saw</i>          | <i>1</i>    | <i>Saw</i>         | <i>Machine</i>  | <i>Structural Fab</i> | <i>Outfit Fab</i> | <i>Service Shop</i> |
| <i>Blacksmith</i>        | <i>1</i>    | <i>Bend</i>        |                 | <i>Structural Fab</i> |                   |                     |
| <i>Cut Off Saw</i>       | <i>1</i>    | <i>Saw</i>         | <i>Machine</i>  | <i>Structural Fab</i> | <i>Outfit Fab</i> | <i>Service Shop</i> |
| <i>Cutter Grinder</i>    | <i>1</i>    | <i>Sharpen</i>     | <i>Machine</i>  |                       | <i>Outfit Fab</i> |                     |
| <i>Gear Cutter</i>       | <i>1</i>    | <i>Cut Gears</i>   | <i>Machine</i>  |                       |                   |                     |
| <i>Post Drill Press</i>  | <i>1</i>    | <i>Drill</i>       | <i>Machine</i>  | <i>Structural Fab</i> | <i>Outfit Fab</i> | <i>Service Shop</i> |
| <i>Pull-Max Beveler</i>  | <i>1</i>    | <i>Bevel</i>       |                 | <i>Structural Fab</i> |                   |                     |
| <i>Shear</i>             | <i>1</i>    | <i>Cut</i>         |                 |                       | <i>Outfit Fab</i> | <i>Service Shop</i> |
| <i>Coping Machine</i>    | <i>2</i>    | <i>Cut</i>         |                 | <i>Structural Fab</i> | <i>Outfit Fab</i> |                     |
| <i>Bending Floor</i>     | <i>2</i>    | <i>Straighten</i>  |                 | <i>Structural Fab</i> | <i>Outfit Fab</i> |                     |
| <i>Blanchard Grinder</i> | <i>2</i>    | <i>Grind Flats</i> | <i>Machine</i>  |                       |                   |                     |
| <i>8 Ft. Rolls</i>       | <i>2</i>    | <i>Roll</i>        |                 |                       | <i>Outfit Fab</i> |                     |

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|                                    |   |                     |                |                       |                   |                     |
|------------------------------------|---|---------------------|----------------|-----------------------|-------------------|---------------------|
| <i>Greenerd 75-Ton Punch Press</i> | 2 | <i>Form/Punch</i>   |                |                       | <i>Outfit Fab</i> |                     |
| <i>Horizontal Press</i>            | 2 | <i>Form</i>         |                | <i>Structural Fab</i> | <i>Outfit Fab</i> |                     |
| <i>Iron Worker</i>                 | 2 | <i>Cut/Punch</i>    |                | <i>Structural Fab</i> | <i>Outfit Fab</i> | <i>Service Shop</i> |
| <i>Strippit Super AG Punch</i>     | 2 | <i>Cut/Shape</i>    |                |                       | <i>Outfit Fab</i> |                     |
| <i>Surface Grinder</i>             | 2 | <i>Grind Flat</i>   | <i>Machine</i> |                       | <i>Outfit Fab</i> |                     |
| <i>Time Saver</i>                  | 2 | <i>Surface Prep</i> |                |                       | <i>Outfit Fab</i> |                     |
| <i>Door Edge Shaper</i>            | 3 | <i>Roll</i>         |                |                       | <i>Outfit Fab</i> |                     |
| <i>Frame Bender</i>                | 3 | <i>Bend</i>         |                | <i>Structural Fab</i> |                   |                     |
| <i>Mattison Grinder</i>            | 3 | <i>Grind Flat</i>   | <i>Machine</i> |                       |                   |                     |
| <i>Radial Drill</i>                | 3 | <i>Drill</i>        | <i>Machine</i> | <i>Structural Fab</i> |                   |                     |
| <i>Thermal Basic Furnace</i>       | 3 | <i>Heat Treat</i>   | <i>Machine</i> | <i>Structural Fab</i> | <i>Outfit Fab</i> |                     |
| <i>Vertical Rolls</i>              | 3 | <i>Roll</i>         |                | <i>Structural Fab</i> | <i>Outfit Fab</i> | <i>Service Shop</i> |
| <i>Blast and Paint Building</i>    | 4 | <i>Surface Prep</i> |                | <i>Structural Fab</i> |                   |                     |
| <i>Brake</i>                       | 4 | <i>Bend</i>         |                | <i>Structural Fab</i> | <i>Outfit Fab</i> | <i>Service Shop</i> |
| <i>32 Ft. Rolls</i>                | 4 | <i>Roll</i>         |                | <i>Structural Fab</i> |                   |                     |
| <i>Engine Lathe</i>                | 4 | <i>Tum</i>          | <i>Machine</i> | <i>Structural Fab</i> | <i>Outfit Fab</i> |                     |
| <i>Milling Machine</i>             | 5 | <i>Mill</i>         | <i>Machine</i> | <i>Structural Fab</i> | <i>Outfit Fab</i> |                     |
| <i>Pipe Bender</i>                 | 5 | <i>Bend</i>         |                |                       | <i>Outfit Fab</i> |                     |
| <i>Vertical Press</i>              | 5 | <i>Form</i>         |                | <i>Structural Fab</i> | <i>Outfit Fab</i> |                     |

Hi-Tech Operating CNC Turret Lathes  
~~Hi-Tech Operating ATL~~  
 Hi-Tech Operating CNC Milling Machine  
~~Hi-Tech Operating Miller Planer~~  
 Hi-Tech Operating Vertical Boring Mills 4A, 4B  
**Hi-Tech Operating CNC Vertical Lathe**  
~~Hi-Tech Operating Carlton Tape Drill~~  
 Hi-Tech Operating Horizontal Boring Mill  
~~Hi-Tech Operating NC Horizontal Boring Mill~~  
 Hi-Tech Operating Large Table Model HBM  
 Hi-Tech Operating Duplicating Lathe  
 Hi-Tech Tool Making  
 Hi-Tech Calibration and Scope Inspection  
 Hi-Tech Operating the Strippit  
 Hi-Tech CNC Burning Machine  
**Hi-Tech Lasers**  
 Hi-Tech Shafting Lathe  
**Hi-Tech Waterjets**

**M20 TASK LIST**

**Tasks to include but not limited to the following:**

- Bearing mounting.
- Pump/motor alignment.
- Machinery repair.
- Small engine repair.
- Hydraulic/pneumatic.
- Torch and hose repair.
- Wire rope inspections.
- Lathe/milling operations.
- Crane repair (mechanical).
- Welding Test 1 (trade specific).
- Blast Building operation.
- Tool/welding wire issue.
- Vehicle repair.
- Preventative maintenance.
- Auto body repair.
- Tool repair.
- Inventory requirements for tool cribs.
- Fabricating trade specific work.
- Safe use of oxy-fuel equipment.
- Safe use of plasma burning equipment.
- Brazing.
- Painting.
- Blueprint and related documentation.
- Use of tools and equipment required to perform job functions.
- Rigging to support trade work.
- Operate crane for maintenance purposes only (*including preventative maintenance, weight tests, wire rope inspections, and crane relocation*).
- Steel piping.
- Copper piping.
- Gas systems.
- Spence valve repair.
- Temporary pipe service.
- Energy Patrol.
- Boiler operating.
- Plastic Piping.
- Steam systems.
- Plumbing knowledge.
- Underground water systems.
- Sprinkler systems.

**M20 TASK LIST (Continued)**

- Fabrication.
- Rough framing.
- Finish carpentry.
- Floor coverings.
- Foundations.
- Masonry and concrete work.
- Cabinet making.
- Drywall.
- Painting.
- Roofing.
- Locksmith.
- Recycling.
- Pest control.
- Conference center support.
- Ceiling and application systems.
- Build rolling staging.
- Operate payloaders.
- Assemble, operate, and disassemble TTS equipment, to include assembling/disassembling hydraulic hoses and programming computers, to perform maintenance and/or service functions.
- Assemble, operate, and disassemble SPMT equipment, to perform maintenance and/or service functions.
- Operate oxy-fuel gear, i.e. heating torches, burning torches.
- Fill propane bottles.
- Within BIW facilities, retrieve trade's material or from outside vendors by hand carry or use of rolling stock which mechanic is qualified/licensed to operate.
- Snow and ice removal in way of own job.

***Beginning 4 January 2021, the following tasks are moved from the T04 classification to the M20 classification. Employees regularly assigned to this work in the T04 classification will be given a one-time opportunity to transfer to the M20 classification effective 4 January 2021.***

- ***Route, splice, hang temporary ventilation tubes.***
- ***Set up for ventilation spray jobs.***
- ***Set up voids.***
- ***Set up for ozone depleting areas.***
- ***Turn blowers on and off.***
- ***Clean debris screens.***
- ***Maintain blowers (includes cleaning of copus blower).***
- ***Maintain tubes.***
- ***Place blowers.***

**M20 TASK LIST (Continued)**

- *Disconnect and remove blowers.*

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~



**M21 TASK LIST**

**Tasks to include but not limited to the following:**

- Hardwiring (conduit).
- Read and use test equipment.
- Residential electrical.
- Industrial/commercial electrical.
- Motor control wiring.
- Motor repair.
- Communications wiring.
- Welding equipment repair.
- Transformer repair.
- 3-Phase usage.
- Temporary power hookup.
- Electrical tool repair.
- Computer system installation/repairs.
- Welding test 1 (trade specific).
- Lighting repair and hookup.
- Crane repair (electrical).
- Safe use of oxy-fuel equipment.
- Safe use of burning equipment.
- Plug/unplug welding and burning equipment.
- Soldering.
- Painting (trade specific).
- Blueprint and related documentation.
- Use of tools and equipment required to perform job functions.
- Strip ship.
- Energy patrol.
- Preventative maintenance.
- Rigging to support trade work.
- Operate cranes for maintenance purposes only.
- Install/maintain refrigerant tubing systems.
- Install/maintain glycol piping systems from last valve.
- Install/maintain liquid pressure piping systems.
- Install/maintain duct work and components systems.
- Install/maintain thermostats and controls for HVAC systems.
- Install/maintain motors in HVAC systems.
- Install/maintain exhaust fans in HVAC systems.
- Trouble shoot/repair/a modern refrigerant circuit systems.
- Charge refrigerant circuit to at least 80% efficiency.
- EMS.

**M21 TASK LIST (Continued)**

- Brazing.
- Operate oxy-fuel gear, i.e., heating torches, burning torches.
- Maintain ECUs systems.
- Within BIW facilities, retrieve trade's material or from outside vendors by hand carry or use of rolling stock which mechanic is qualified/licensed to operate.
- Snow and ice removal in way of own job.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**O04 TASK LIST**

**Tasks to include but not limited to the following:**

- Set up own leads and hoses.
- Mobile equipment, i.e., condo lifts, pendant cranes, etc. (licenses required).
- Drilling/reaming/spotfacing.
- Operating of electric/pneumatic hand tools.
- Equipment installation including auxiliary machinery, main propulsion, and ordnance equipment.
- Perform bolt torquing.
- Liner fits.
- Fabricates valve operating gear.
- Operation of plasma cutting machine (~~strut shop~~ ~~grating fabrication~~).
- Alignments of pumps.
- Use of optical tools, i.e., bore scope.
- Foundation preparation methods/portable milling machines.
- Operation of oxy-fuel equipment (rough burning - strut shop) (heating torches) (burning torches).
- Operating gear installation including fabrication and inspection.
- Handle material to and from job site, ***including delivery and retrieval of trade fixtures, jigs, tooling, etc.***
- Kit parts needed for each valve run.
- Templates and layout.
- Equipment troubleshooting and repair.
- Sets up and operates flushing gear, pumps, hoses, etc., ***including moving to and from job sites.***
- Sets up and operates shop machines, i.e., lathe, bandsaw, drill press, etc.
- Precision measuring - special tools.
- Boring.
- Chain falls (straight lifts) (Y02 install and remove rigging).
- Fabricate and install deck grating.
- Battery alignment/ordnance.
- PMs of required equipment.
- Maintain log in accordance with DOIs.
- Testing of all equipment (inspections, stages 2-7).
- Label plate fabrication and installation.
- Cleaning of equipment (power washing).
- Systems operations.
- Shoot studs.
- Care and protection of material/equipment.
- Operation of lugalls (come-alongs), ***including straps and attachments.***

**O04 TASK LIST (Continued)**

- Snow and ice removal in way of own job.
- Apply zinc molybdate to liners and shims.
- Spraylat resilient mounts.
- Remove preservatives on equipment, i.e., shafting, valve rods, etc.
- Braze ends of operating gear cables.
- Maintain boring and milling machines.
- Use of burning equipment, to include burning scallop holes.
- Clean up oil, and oil spills.
- Apply yellow chromite and acid wash to complete installation processes for your own job only.
- Complete machinery work for engine room (i.e. fabrication and install of grating, ladders, and kickplates.)
- Install windows (e.g., pilothouse)
- Operate oxy-fuel gear, i.e. heating torches, burning torches.
- ***Welding/Tacking up to 1" (grating)***
- ***Perform machine operation minor repairs and daily maintenance (e.g., repair of a guard, fluid level)***

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**P06 TASK LIST**

**Tasks to include but not limited to the following:**

- Layout all banners, insignias.
- Label hardhats, i.e., names, titles, etc.
- Paint banners (all types, sizes).
- Paint signs, e.g., safety, danger, warning, building, parking, roadway, no smoking.
- Paint a variety of "ship's requirements", e.g., commissioning banners, chain of command boards, deck insignias, Rad-Haz markers, life rings, anchor buoys, motto placard for exterior, station markers, insignia boards, browskirts, door insignias.
- Silk screenings.
- Snow and ice removal in way of own job.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

### **P10 TASK LIST**

#### **Tasks to include but not limited to the following:**

- Prep, prime and finish brush painting.
- Pre and spray painting – conventional, plural component, or airless (extensive training required).
- Decking installation, color flake "M", terrazzo, and electrical grade matting (extensive training required).
- Quarry tile installation (extensive training required).
- Dampening tile installation ***and removal*** (extensive training required).
- Wire sprayed aluminum application (extensive training required).
- Stenciling, cut or apply pipe/vent, bull's eye signs.
- Hazardous waste disposal (extensive training required).
- Production grinding - compartments, tanks, exterior.
- Oily water transfers.
- Blood recovery (special training required).
- Asbestos removal (state certification required).
- Uses pneumatic, power and hand tools.
- General cleaning of ships, dry-docks, buildings, etc. (to include deck wash/wax, snow shoveling, fine cleaning, grit removal, pumping of water, etc.)
- Oxy-fuel use for melting snow/ice and in conjunction with WSA.
- Service paint removal and brush painting.
- Setup of own hoses/leads.
- Maintains/repairs P10 equipment (that they are familiar with).
- Operates mobile equipment (condo lift, bobcat, forklift, etc.).
- Fire watch (see note).
- Tank cleaning.
- Wax removal.
- Masking.
- Cleaning and painting pipe joints.
- Powder epoxy station.
- Remove and re-install deck drains and remote operator connection in the way of the decking process
- Snow and ice removal - everywhere
- Care and protection of material/equipment to include masking.
- Apply sealant to bunk and locker foundations and subbase foundations
- Lag pipe
- Use backpack and suitcase blasters
- Operate paint issue stations, ***and maintain an orderly dry goods inventory.***
- Retrieve paint from paint issue stations.
- Perform housekeeping duties in and around work area, including clean-up of personal and industrial debris.

**P10 TASK LIST (Continued)**

**NOTE:** Fire watches where a hot work permit is required and a person is to be assigned specifically for fire watch duties only, shall be performed by a P10.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**P18 TASK LIST**

**Tasks to include but not limited to the following:**

- Care and protection of equipment, including blanking open ends.
- Use come-alongs, jacks to position pipe and components (valves, etc.), *including straps and attachments*.
- Tack welding pipe joints and attachments.
- Torch burning.
- Torch annealing and heating.
- Torch gas welding.
- Electrical tool usage
- Pneumatic tool usage.
- End prep machines.
- Mechanical joints (i.e., Pyplok).
- Shop machines, i.e., saws, threaders, rollers, manual benders, etc.
- Hand bending of pipe up to and including 1" NPS.
- P18 hand tools.
- Mobile equipment (personnel lifts, scissors lift, etc.)
- Recycle scrap.
- Set up and run leads and hoses from manifolds.
- Verify completeness of work orders, carry material to job site, move received material as necessary.
- Fabricate pipe.
- Bolt up hangers/flanges, etc.
- Hanger installation.
- Near-side back up structure installation (chocks and pads).
- Blast protection (rubber wrapping).
- Joint preparation.
- Filing.
- Sawing.
- Drilling.
- Fit and install pipe.
- Fabricate waveguide pipe systems.
- Install waveguide pipe systems.
- Test waveguide pipe systems.
- Take down pipe pieces.
- Reinstall pipe pieces.
- End prep.
- Fittings prep and installation.
- Take down pipe pieces.
- Joint cleaning, including cleaning brazed pipe joints to flux residue state with wet rag.



**P18 TASK LIST (Continued)**

- Brazing (requires certification).
- Hose fabrication/testing.
- Hose installation.
- Hose alignment.
- Joint repair.
- Test hook up.
- Charge and drain systems.
- Leak identification and repair.
- Fabricate hangers.
- Fit and install resilient hangers.
- Fit and install hot hangers.
- Foundation installation (some resilient and hot hangers).
- Operate and maintain A/C plants (requires certification).
- Operate and maintain AFFF systems.
- Operate and maintain armament sprinkling systems.
- Operate and maintain compartment and perimeter sprinkling systems.
- Joint repair and prep
- Know test procedures.
- Perform dry dock watch duties.
- Zander plug installation and maintenance (D/D).
- Install and maintain ship's drains (D/D).
- Snow and ice removal in way of own job.
- Use of burning equipment.
- Operate oxy-fuel gear, i.e., heating torches, burning torches.
- Pump and clean up all water associated with hydro-testing or leaks during testing and during repair.
- Removal of pipe insulation for valve repairs, or leaks on pipes.
- Safe use of stud gun.
- *Safe use of chain falls (straight lifts) (Y02 install and remove rigging).*

**NOTE:** — See Article 7, Section 4 — Reduction of Standby Time/Efficiency Gains (pages 9–11).

**S02 TASK LIST**

**Tasks to include but not limited to the following:**

- Use basic hand tools.
- Knowledge of SPM procedures.
- Conduct respirator fits.
- Conduct safety audits and inspections.
- Provide safety assistance for dock trials (see note).
- Provide safety assistance for ammo loads and off loads (see note).
- Provide safety assistance for docking and undocking of ships (see note).
- Provide safety assistance for launchings, commissionings, and special events (see note).
- Provide safety assistance for Rad-Haz events (see note).
- Ability to stop unsafe job or individual acts when imminent danger exists.
- Operation of safety boat in support of BIW activities.
- Inspection of emergency eyewash and shower stations.
- Maintain supply of eye wash bottles in assigned areas.
- Conduct life ring and medical evacuation box inspections as assigned.
- Training for mobile equipment, i.e. scissor lifts, condo lifts.
- Snow and ice removal in way of own job.

**NOTE:** Safety assistance for this purpose includes installation and monitoring of boundaries or control of foot or vehicular traffic.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**S06 TASK LIST**

**Tasks to include but not limited to the following:**

- Machine tending.
- Blast machine and hose repairs.
- Grit removal.
- Removing blast protection.
- Blow down heavy and light grit and dust.
- Fine cleaning (grit, dust, etc.).
- Sweep blasting.
- Vacuuming grit.
- Use of pneumatic tools.
- Fire watch.
- Set up hoses/leads.
- Set up breathing air.
- Operate mobile equipment.
- Any lead and cadmium work as it pertains to the blasting process.
- All sandblasting (i.e., black beauty, garnet, steel grit and shot, etc.).
- Dust collector operation.
- Portable equipment repair and operation (i.e., VB600, VB 1200).
- 6-ton key machine.
- Tent building.
- Removing blast protection.
- Set up breathing air.
- Operate mobile equipment.
- Deck blasting, equipment and repairs (vacuuming blasting).
- Cryogenic blasting (accomplished by O04s also).
- Set up lines/leads.
- Sweeping.
- Operate powder epoxy station.
- Blast ventilation machines DC5000.
- Hydro blast.
- Use and maintain Silverado.
- Adjust and move temporary ventilation and lights.
- Use Tumbler at EBMF and Hardings
- Use backpack and suitcase blasters
- Maintain, operate and repair blast equipment, i.e., hoses, triggers, blast pots.
- Install missing, damaged, **or incorrect** sandblast protection, including rubber wraps on pipes.
- Snow and ice removal - everywhere

**S06 TASK LIST (Continued)**

**NOTE:** Working in a lead/cadmium blast environment includes voluntary participation in a medical surveillance program, if required.

**NOTE:** ~~See Article 7, Section 4 — Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**S18 TASK LIST**

**Tasks to include but not limited to the following:**

- Layout pipe and clip staging.
- Assemble/disassemble pipe and clip staging.
- Repair pipe and clip staging.
- Layout kwikform staging.
- Assemble/disassemble kwikform staging.
- Repair kwikform staging.
- Layout superscaf staging.
- Assemble/disassemble superscaf staging.
- Repair superscaf staging.
- Install and repair ladders.
- Install and move utility platforms.
- Layout and install bracket staging.
- Layout, assemble, and disassemble dance floors.
- Inspect staging components.
- Handle material to and from job.
- Tag-out and discard unsafe staging.
- Operate shop power tools.
- Operate power hand tools.
- Operate chainsaws.
- Operate pneumatic tools, i.e., 5" sanders, impact wrenches.
- Tack weld ladder clips and staging clips.
- Operate mobile equipment, i.e., personnel lifts, buggies, forklifts and cars/vans/pickups, etc.
- Operate stud shooting gear for staging and cable and stanchion studs.
- Rig own material, i.e., hook and unhook staging material.
- Assemble and repair sawhorses on job.
- Cut and install plywood for staging.
- Snow and ice removal in way of own job.
- Maintain staging storage areas.
- Expedite own material, fill out shipping tags, etc.
- Clean and prep area in way of staging installation.
- Install and remove staging framework for temporary shelters.
- Hook-up and run air hoses from manifold to job.
- Hook-up and run welding leads from power grid to job.
- Install, remove and modify cable and stanchions used for fall protection.
- Perform light maintenance on equipment used for fall protection.
- Use basic hand tools

**S18 TASK LIST (Continued)**

- Install wooden covers for fall protection.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**S40 TASK LIST**

**Tasks to include but not limited to the following:**

- Snow and ice removal in way of own job.
- Sorting scrap material.
- Carry material to job site, after delivered to general work area.
- Safe setup and operation of tack welding equipment, ~~not including 480v/rectifier hookup.~~
- Safe setup of leads and hoses from manifold.
- Use of required personal tools.
- Safe use of pneumatic tools
- Safe use of jigs, fixtures, and attachments.
- Safe use of jacks.
- Safe use of electrical tools.
- Safe use of lugalls.
- Safe setup and operation of oxy-fuel (pre-heating and straightening).
- Safe setup and operation of oxy-fuel (burning) for own job.
- Safe setup and operation of stud gun equipment.
- Straightening/setup for and removal of water for alignment of structural doors/hatches/scuttle.
- Attachment removal, ***and weld repair of scars made during removal process.***
- Fire watching for another S40.
- Layout and piece marking.
- Fabricate plates and shapes.
- Fabricate miscellaneous outfit items.
- Fabricate miscellaneous structural items.
- Fabricate foundations.
- Install foundations.
- Fabricate bulkheads.
- Bulkhead assembly.
- Bulkhead installation.
- Fabricate deck assembly.
- Deck assembly.
- Deck assembly installation.
- Deck assembly regulation.
- Shell assembly
- Shell assembly regulation.
- Setting half breadth
- Installation of miscellaneous S40 structural items/assemblies.
- Installation of miscellaneous S40 outfit items/assemblies.
- Fairing and alignment of structural and outfit material.
- Unit joins/erection.

**S40 TASK LIST (Continued)**

- Make up of butts and seams.
- Removal/installation of temporary access.
- Door installation/repair.
- Tank testing.
- Compartment testing.
- Mobile equipment (personal lifts).
- Foaming the sonar dome.
- Grinding rubber (sonar dome).
- Remove attachments installed by own trade.
- S40s able to use bar blasting machine in Panel Line and at Harding's for prepping material.
- Operate barcode scanners.
- Safe setup and operation of burning equipment.
- *Gouging off foundations, structure, and attachments that will be re-used.*
- *Build burnt-paint tents to support shipfitting work.*
- *Safe use of chain falls (straight lifts) (Y02 install and remove rigging).*

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~



**T04 TASK LIST**

**Tasks to include but not limited to the following:**

- Come-along and jack usage, *including straps and attachments*.
- Safe use of chain falls (straight lifts) (Y02 install and remove rigging).
- Adjusting lift in proximity of job site.
- Collar plating.
- Torch heat.
- Electrical tool usage.
- Pneumatic tool usage.
- Shop machines to include LLTF, Water, PO2, etc.
- T04 hand tools.
- Mobile equipment.
- Set up and run leads and hoses from manifold.
- Move temporary ventilation
- Carry material to job.
- Snow and ice removal in way of own job.
- Relocate T04 material.
- Fabricate vent.
- Fabricate uptakes.
- Install spools.
- Install flanges.
- Install valves.
- Fit fabbed vent.
- Fit commercial vent.
- Install hangers and clips.
- Install heat tape.
- Install orifice plates.
- Install access covers.
- Install dampers.
- Install heaters.
- Install flex connections.
- Rivet and caulk vent.
- Take down vent.
- Reinstall vent.
- Bolt up vent.
- Replace destroyed galvanizing.
- Move vent.
- Vent testing.
- Fabricate hull outfit items.
- Fabricate custom fab items/furniture.
- Fabricate power panels.
- Miscellaneous foundation installation.

**T04 TASK LIST (Continued)**

- Rack and bin installation/removal.
- Furring installation.
- Sheathing installation.
- Commissary fabrication and installation.
- Buffing.
- Wrench stowage installation.
- Ceiling installation.
- Fabricate curtain plate/joiner pieces.
- Curtain plate installation.
- Deck shoe installation.
- Panels and joiner pieces installation.
- Rivet and cert nut installation.
- Install deflection cover and drops.
- Fabricate nomex deck panels.
- Fit and install deck panels.
- Remove, clean, and reinstall deck panels.
- Lay out (sugar scoops, spools, anchor rig, etc.).
- Bolt up process.
- Lifting prep.
- Air test.

***Beginning 4 January 2021, the following struck-through tasks are moved from the T04 classification to the M20 classification. Employees regularly assigned to this work in the T04 classification will be given a one-time opportunity to transfer to the M20 classification effective 4 January 2021.***

- ~~Route, splice, hang temporary ventilation tubes.~~
- ~~Set up for ventilation spray jobs.~~
- ~~Set up voids.~~
- ~~Set up for ozone depleting areas.~~
- ~~Turn blowers on and off.~~
- ~~Clean debris screens.~~
- ~~Maintain blowers (includes cleaning of copus blower).~~
- ~~Maintain tubes.~~
- ~~Place blowers.~~
- ~~Disconnect and remove blowers.~~
- Fabricate hull damping restraining plates.
- Layout and shoot studs.
- Layout templates.

**T04 TASK LIST (Continued)**

- Restraining layer installation.
- Bolt restraining layer.
- Install Mylar bags and intake/uptake exhaust pieces.
- Remove vent covering during PZ testing for vent repairs.
- Use of burning equipment, *including cutting through structure*.
- Prime vent.

**NOTE:** — See Article 7, Section 4 — Reduction of Standby Time/Efficiency Gains (pages 9-11).

**T12 TASK LIST**

**Tasks to include but not limited to the following:**

- Correct way to secure tug to barges.
- Correct way to secure barges to ships and docks.
- Understand current and eddies.
- Operate radar and other navigational equipment.
- Convert tides - Portland to Bath.
- Depth soundings.
- Line splicing.
- Painting (trade specific).
- Radio operation.
- Tugboat PM.
- Navigational skills.
- Chart reading.
- Whistle signals.
- Snow and ice removal in way of own job.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**W12 TASK LIST**

**Tasks to include but not limited to the following:**

- Snow and ice removal in way of own job.
- Mobile equipment (personal lifts).
- Safe use of pneumatic tools.
- Carry material to and from job site, including equipment in need of repair.
- Base material cleaning, after properly prepared by installing trade.
- Weld inspection and repair (pickup/scars, *including flush grinding and de-spattering*).
- De-spatter of own work.
- Safe setup and operation of oxy-fuel (heating).
- Handle, setup, and removal of strip heaters.
- Gouging.
- Fire watch for another W 12.
- Safe setup of leads and hoses from manifold.
- Welding equipment setup, *beyond own gear*.
- Plug/unplug power supply below 480 volts.
- SMAW (stick) fillet welding (see note).
- SMAW (stick) groove welding (see note).
- FCAW (fluxcore) fillet welding (see note).
- FCAW (fluxcore) groove welding (see note).
- GMAW-P (pulse) fillet welding (see note).
- GMAW-P (pulse) groove welding (see note).
- Sub arc machine welding (see note).
- Doodle bug machine welding (see note).
- GTAW (tig) welding ventilation fillets (see note).
- GTAW (tig) welding ventilation grooves (see note).
- GTAW (tig) welding pipe fillets (see note).
- GTAW (tig) welded pipe grooves (Specialist type work) (see note).
- Operate oxy-fuel gear, including heating torches.

**NOTE:** These items require special certification. On-the-job training at the fillet weld level may be required prior to receiving a Groove Certification.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

**Y02 TASK LIST**

**Tasks to include but not limited to the following:**

- Selects and assembles rigging gear (see note).
- Determine load capacities of gear (see note).
- Attaches and un-attaches loads to lifting gear.
- Gives direction to Crane Operators with hand signals or radio (see note).
- Operates radio controlled cranes (see note).
- Performs basic hand rigging.
- Performs service lifts (see note).
- Performs complex lifts (see note).
- Performs engineered lifts (see note).
- Drift loads (see note).
- Gives direction to Transporter Operator.
- Cleans own job site.
- Operate mobile equipment, i.e., personnel lifts, condo lifts, etc.
- Snow and ice removal in way of own job.
- Removal of temporary ~~wooden~~ ladders to perform rigging tasks.
- Remove insulation in way of rigging gear attachments.
- Inspects rigging gear daily.
- Perform C70 tasks as needed to meet operational needs.
- *Foot ladders for other Y02s*

**NOTE:** These items may require special licensing, certifications, or excessive training. Special consideration of the business need versus the training requirements should be given prior to assigning these functions.

**NOTE:** ~~See Article 7, Section 4 Reduction of Standby Time/Efficiency Gains (pages 9-11).~~

T/A. 6-12-20  
C.W

JPM  
6/12/20

**UNION COUNTER PROPOSAL #1  
MEMORANDUM OF AGREEMENT  
BETWEEN  
BATH IRON WORKS  
AND  
LOCAL S6, IAMAW**

**RE: Welder Qualification Tests**

The purpose of this MOA is to clarify the requirements for W12 progression from Grade 5 to Grade A as follows:

| TEST                                  | PROCESS               | POSITION  | MATERIAL                             | INSPECTION                                  |
|---------------------------------------|-----------------------|---|--------------------------------------|---|
| Test 1<br><br><br><br><br><br>Grade 5 | FCAW<br>(Flux Cored)  | 3F<br>(Vert. Fillet)  | E71T-1,<br>3/8" Plate                | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       |                       | 4F<br>(Ovhd Fillet)   | E71T-1,<br>3/8" Plate                | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       | GMAW-P<br>(Pulse-Arc) | 2F<br>(Horiz. Fillet)   | E100S-1,<br>3/8" Plate               | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       |                       | 3F<br>(Vert. Up Fillet)   | E100S-1,<br>3/8" Plate               | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       |                       | 3FD<br>(Vert. Down Fillet)  | E100S-1,<br>3/8" Plate               | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       |                       | 4F<br>(Ovhd Fillet)   | E100S-1,<br>3/8" Plate               | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       | FCAW<br>(Flux Cored)  | 1G<br>(Flat Groove)   | E71T-1,<br>3/8" Plate                | Per requirements of<br>S9074-AQ-GIB-010/248 |
| Test 2A<br><br>Grade 7                | FCAW<br>(Flux Cored)  | 2G/3G<br>Intersection Test<br>(See Note 1)                                  | E71T-1,<br>3/4" Plate<br>w/Backgouge | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       |                       | 4G<br>(Ovhd Groove)   | E71T-1,<br>3/4" Plate<br>w/Backgouge | Per requirements of<br>S9074-AQ-GIB-010/248 |
| Test 2B<br><br>Grade 8                | GMAW-P<br>(Pulse Arc) | 4G<br>Tee Joint<br>Single Bevel Groove<br>Fillet Reinforced<br>(See Note 2) | E100S, 3/4"<br>Plate w/Ceramic       | Per requirements of<br>S9074-AQ-GIB-010/248 |
| Test 3<br><br>Grade C                 | GMAW-P<br>(Pulse Arc) | 2G/3G<br>Intersection Test<br>(See Note 3)                                  | E100S, 3/4"<br>Plate w/Ceramic       | Per requirements of<br>S9074-AQ-GIB-010/248 |
|                                       |                       | 3GD<br>(Vert. Down Groove)  | E100S, 1/4"<br>Plate w/Ceramic       | Per requirements of<br>S9074-AQ-GIB-010/248 |

|              |  |                      |                                |   |
|--------------|--|----------------------|--------------------------------|---|
| (See Note 4) |  | 4G<br>(Ovhd. Groove) | E100S, 3/8"<br>Plate w/Ceramic | Per requirements of<br>S9074-AQ-GIB-010/248 |
|--------------|--|----------------------|--------------------------------|---|

| TEST  | PROCESS                         | POSITION                      | MATERIAL                                      | INSPECTION                                  |
|---|---------------------------------|-------------------------------|---|---|
| Test 4<br><br>Grade B**<br><br># determined by<br>business needs<br><br>Senior<br>Qualified | P-2<br>GTAW<br>(Tig)<br>Fillets | 4F restricted<br>(Ovhd)       | Cuni-RN67<br>1/2"sch 10 pipe                  | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   |                                 | 5F restricted<br>(Horizontal) | Cuni-RN67<br>1/2"sch 10 pipe                  | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   |                                 | 4F restricted<br>(Ovhd)       | Cres 309<br>1/2" sch 10 pipe                  | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   |                                 | 5F restricted<br>(Horizontal) | Cres 309<br>1/2" sch 10 pipe                  | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   |                                 | 4F restricted<br>(Ovhd)       | Steel – 70S-X<br>1/2" sch 10 pipe             | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   |                                 | 5F restricted<br>(Horizontal) | Steel – 70S-X<br>1/2" sch 10 pipe             | Per requirements of<br>S9074-AQ-GIB-010/248 |
| Test 5<br><br>Grade A**<br><br># determined by<br>business needs<br><br>Senior<br>Qualified | P-1<br>GTAW<br>(Tig)            | 2G restricted<br>(Fixed)      | ER316<br>5" sch 10<br>CRES 347 or 316<br>pipe | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   | Pipe Butt<br>Welds              | 5G restricted<br>(Fixed)      | ER316<br>5" sch 10<br>CRES 347 or 316<br>pipe | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   | P-2 Mod<br>Joint Design         | 6G restricted<br>(Fixed)      | RN67<br>5" Class 200<br>90/10 CuNi Pipe       | Per requirements of<br>S9074-AQ-GIB-010/248 |
|   | Fusion Root<br><br>Purged       | 6G restricted<br>(Fixed)      | ER70S<br>5" sch 80<br>Carbon Steel<br>Pipe    | Per requirements of<br>S9074-AQ-GIB-010/248 |

**\*\*Grade A and B see MOA "Grade A and B Specialist GTAW Assessment Timeline Run Rules" Dated 10/26/16**

**Grade AA qualification tests and timeline see MOA "Grade AA Specialist GTAW Assessment Timeline Run Rules" Dated 10/26/16**

**NOTE (S):**

1. WPQ#: 2D.03- Grade 7 -Shell Butt/Seam.
2. WPQ#: 5B.02- Grade 8 -T-Bar Groove.
3. WPQ#: 5B.02- Grade C -Shell Butt/Seam.
4. W12s in Pay Grade C and below\* performing either butts/seams in primary hull structure subject to UT/RT, and mechanized welding will receive \$0.50/hr while assigned rate.  
\* Grade "B" MOA needs to be altered to reflect changes to the proposed Grade "B" test.



AGREED to and APPROVED by the undersigned.

*for the Company*

*for the Union*

\_\_\_\_\_  
Evan Gilman                      Date

\_\_\_\_\_  
Name                              Date

\_\_\_\_\_  
Jeff Veilleux                      Date

\_\_\_\_\_  
Name                              Date

T/A 6-12-20  
CW  
JPM  
6/12/20

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BATH IRON WORKS  
AND  
LOCAL S6, IAMAW**

**RE: Grade A and B GTAW Training Timeline Run Rules**

| GTAW Training Timeline Run Rules for B and A Specialist – <b>Initial Test</b> |              |                                  |
|---|--------------|----------------------------------|
| Classification  | No. of Tests | Time Allowed For Testing Process |
| Grade B Specialist  | 6            | 6 weeks                          |
| Grade A Specialist  | 4            | 4 weeks                          |

| GTAW Training Timeline Run Rules for B and A Specialist – <b>Re-Test</b> |                                     |   |
|--|-------------------------------------|---|
| Classification   | Time Allowed for Re-Testing Process | Max number of re-test attempts (See Note 1) |
| Grade B Specialist   | 1 week per test                     | 3   |
| Grade A Specialist   | 1 week per test                     | 3   |

**Notes:**

1. Maximum number of re-test attempts = 3\*  
\*Any additional re-test attempts, beyond three (3), will be allowed at the sole discretion of the Welding Superintendent.

2.

| Re-Test Time Limits Matrix |               |
|----------------------------|---------------|
| No. of Re-Tests            | No. of Months |
| 1                          | 2             |
| 2                          | 4             |
| 3                          | 6             |
| 4                          | 8             |

3. All T.I.G. related welding “tests” are by most senior to least senior
4. All T.I.G. related re-tests are to be done per matrix on “Note 2”.
5. The MOA RE: Grade A and B GTAW Training Timeline Run Rules dated 10/26/16 is superseded by this MOA.

AGREED to and APPROVED by the undersigned.

for the Company

for the Union

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

\_\_\_\_\_  
Name Date

## Memorandums of Agreement Discussed During Contract Negotiations

The MOA dispositions agreed to by the parties in the MOA negotiations process that began in April 2020 and concluded prior to contract negotiations are incorporated by reference, as summarized in the attached.

| MOA Number | Date       | MOA Description   | Disposition        |
|------------|------------|---|--------------------|
| 20         | 3/21/2001  | Process of Implementing Safe Work Practices (Mandatory Safety Talks, etc.)                                    | Modify as Amended  |
| 42         | 12/31/2001 | Lagging Tasks Defined (P10)   | Modify as Amended  |
| 56         | 8/28/2002  | Defines Process for Using Code 10s  | Modify as Amended  |
| 62         | 9/27/2002  | Vacuum Issuance and Return (Settlement Agreement reached on 4/24/19 of 20 Hrs S.T. & this MOA remains active) | Carry Forward      |
| 65         | 10/9/2002  | Redefined weekend reduced overtime shift  | Delete             |
| 101        | 1/18/2005  | C70/ <del>M40</del> <b>M20</b> Split Work on C70 Operated Cranes  | Modify as Amended  |
| 142        | 1/13/2011  | Grievance # B0169-10 and B0043-10: Hook-up Crew Training  | Carry Forward      |
| 169        | 11/15/2012 | Re: Article 35 GD Stock Savings and Investment Plan (SSIP)  | Overcome by Events |
| 179        | 2/19/2013  | Overtime Assignment Policy for Temporary Lead People  | Overcome by Events |
| 223        | 8/21/2015  | <del>H18</del> <del>H03</del> Safety  | Delete             |
| 267        | 4/29/2016  | General Laborer (L40)   | Modify as Amended  |
| 288        | 7/18/2016  | S02 Trade Changes – Initial Overtime Policy (Trial period through Sept 2016)                                  | Delete             |
| 339        | 1/31/2017  | General Laborers (L40) Snow Removal Overtime Rights - Ship Board Shoveling                                    | Modify as Amended  |
| 442        | 3/2/2018   | Settlement Agreement of B0067-17, B0137-17, B0142-17<br>Pink Slip Clarification (Employee Warning Record)     | Modify as Amended  |
| 533        | 11/20/2018 | Split of Work on TTS Beams  | Modify as Amended  |

March 21, 2001

MEMORANDUM OF AGREEMENT  
BETWEEN  
BATH IRON WORKS CORPORATION  
AND  
IUMSWA, DISTRICT LODGE 4, IAMAW, LOCAL S6

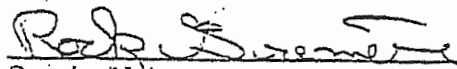
Re: Safe Work Practices

The Company is required by law to provide employees with instructions on the following safety and environmental topics, as well as other subjects, to ensure employees understand their responsibilities with Safe Work Practices:

- Pollution Prevention
- Hazard Communication Training Guide
- Storm Water Pollution Prevention Plan
- Best Management Practices
- Spill Prevention & Clean Up
- Confined Space
- Video Display Terminal
- Bloodborne Pathogens
- Access To Medical & Exposure Records
- Lockout/Tagout For "Affected" Employees
- Handling and Thinning of Paints (For P10's and M16's)
- Fire Extinguishers Yearly Review
- Hearing Conservation Training Guide

In order to ensure employees are receiving safety awareness, a record keeping process has been established.

The TAS System is the collection tool that will be utilized to collect the information. Employees must WAND the MPT to acknowledge their presence at each weekly safety instruction given to them by their supervisor. The intent of this Safety tracking process is not intended in any fashion to be used for disciplinary reasons. Employees are encouraged to actively participate in a positive manner to ensure the Safety discussions provide adequate instruction to ensure a safe work place.



For the Union



For the Company

**Modify with the following statement:**

**Wanding an MPT or badge reader to record completion of training is not exclusive to these mandatory safety talks.**

700 Washington Street  
Bath, ME 04530  
Tel (207) 442-4770  
Fax (207) 442-4222



LOCAL S/6, INDUSTRIAL UNION of MARINE &  
SHIPBUILDING WORKERS OF AMERICA / I.A.M.A.W.

722 Washington Street, Bath, Maine 04530 207-443-5566 207-442-9750 (fax)



Modify as shown below:

MEMORANDUM  
OF  
AGREEMENT

between

LOCAL S/6, IUMSWA/IAMAW

and

BATH IRON WORKS

*pm it*  
Re: ~~30-21~~ Lagging

I02

The ~~P16~~ classification is responsible for installing ~~30-21~~ lagging, when used for taping seams and joints.

The P10 and I02 classifications

The ~~P16~~ classification will be responsible for all other application of ~~30-21~~ lagging.

I02

This is clarification between the ~~P16~~ and P10 classification.

If any other disputes from other trades arise, the issues will be resolved on a case by case basis.

For the Union:

*Rob. S. Bennett*

For the Company:

*Paul E. Duff*

August 28, 2002

**Memorandum of Agreement**  
**Between**  
**Bath Iron Works**  
**And**  
**Local S6, IUMSWA, IAMAW**

Re: Code 10

The undersigned agree to the following in full and final settlement of all issues surrounding the administration of forced code 10 and/or voluntary code 10:

**Forced Code 10:**

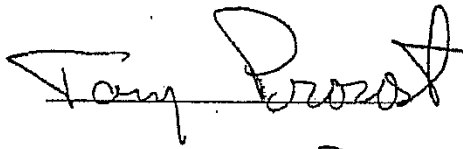
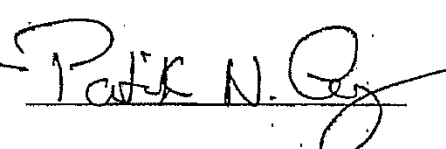
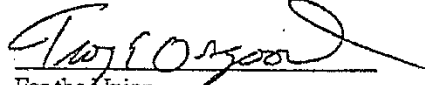
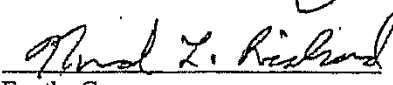
- Code 10 will be voluntary unless BIW must shut down operations on/in a ship, building, area or facility for reasons beyond the control of BIW (e.g., natural disasters, power outages, chemical spills that impact safety & health).
- In the event of a need for forced code 10 in an isolated location (i.e., ship, building, area or facility), all LS6-represented personnel in the impacted location shall be issued the code 10. The only exceptions to this rule shall be where all personnel in any specific classification can be reassigned to another ship, building, area or facility in lieu of a forced code 10 or where a limited number in a classification can be reassigned from the code 10 location by seniority.

**Voluntary Code 10:**

- Code 10 may be used in situations like ship movements, lack of material, equipment problems, workload fluctuations, weather, weather driven schedule changes.
- Code 14 will not be used for the above reasons in place of code 10.
- Volunteers will be by classification by ~~area~~ **small area**. Senior volunteers first.

**Settlement of Code 10 Grievances:**

- BIW will pay \$125,000.00 in full and final settlement of grievances BZ623-00, BZ649-00, PZ056-00, B319-99, B368-99, B374-99, B140-02, B152-02 and any other open grievance on forced code 10 filed prior to this date.

|   |  |
|---|--|
| <br>_____<br>For the Union | <br>_____<br>For the Company |
| <br>_____<br>For the Union | <br>_____<br>For the Company |

**Modify, as shown above.**

C70/M10 Split Work  
on C70 Operated  
Cranes.

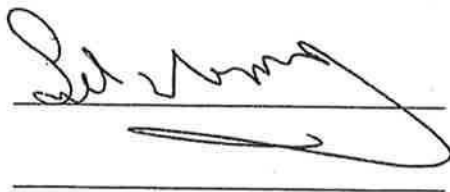
1/18/2005

MEMORANDUM OF AGREEMENT  
BETWEEN  
BATH IRON WORKS (COMPANY)  
AND  
IAMAW LOCAL S6 (UNION)

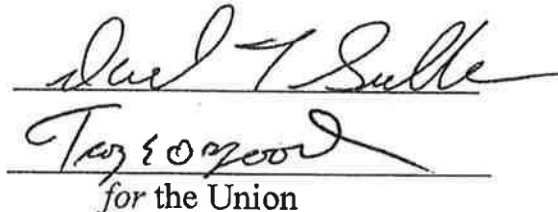
The Company and the Union hereby agree that any and all open issues and grievances relating to the C70/~~M10~~ split of work on C70 operated cranes arising prior to the last signature date on this MOA, are hereby resolved subject to the following terms and conditions:

- 1) The C70 classification will make all production lifts
- 2) The C70 classification will make all lifts for maintenance
- 3) The C70 classification will load test all cranes.
- 4) The C70 will operate all cranes used as a work platform.
- 5) The C70 will operate all cranes when changing wire rope or inspecting wire rope.
- 6) The C70 will operate cranes for all monthly PM's.
- M20** 7) The ~~M10~~ classification will be allowed to perform operational testing on bridge cranes after repairs to insure that maintenance repairs have been done properly
- M20** 8) The ~~M10~~ classification will perform PM's on the following 4 cranes: 1)
  - ◆ East wall, Machine Shop
  - ◆ North 25 ton, AB
  - ◆ South 25 ton, Aluminum Shop
  - ◆ Maganet crane, Panel line
- 9) This MOA only pertains to operation and maintenance of cranes at the Main Yard facility.

AGREED to and APPROVED by the undersigned



for Labor Relations



for the Union

1/18/05  
DATE

1/18/05  
DATE

**Modify:**

**Allow M20s that are properly trained to operate cranes for monthly PMs, wire rope inspections, weight tests, and crane moves that are performed during straight time.**



Modify as shown:

**MEMORANDUM OF AGREEMENT**  
**Between**  
**BATH IRON WORKS CORPORATION**  
**And**  
**LOCAL S6, IAMAW**

**Re: General Laborer (L40)**

The Company and the Union agree to the following terms and conditions regarding the establishment of the new classification of General Laborer (L40):

- 1) The L40 classification will be capped at a maximum of 3% of LS6 employees employed by Bath Iron Works through 2017 with management's option to increase the percentage up to 5% beginning January 1, 2018.
- 2) Manning of L40s between facilities will be per the CBA. ~~Temporary assignments between facilities, of up to ten (10) days, will be at management's discretion with transportation between facilities provided daily.~~ It is not the intent to utilize L40s in lieu of manning/demanning facilities.
- 3) Employees in the L40 classification may be assigned at management's discretion to any classification to which they are qualified and trained. It is not the intent of either party to use the L40 classification in lieu of hiring. L40 assignments to other classifications will be in full shift increments. (While assigned to another classification, L40s may perform their core functions of snow shoveling and plug and unplug 480v in addition to the functions of the trade to which they are assigned, not to include initial setup).
- 4) L40 overtime rights will be as follows:
  - a. L40 overtime will remain in the L40 classification for all core work starting at ~~area~~<sup>job</sup> level as defined in Article 11, ~~Section 5 (3)~~.
  - b. L40s assigned a job in another classification may be offered overtime in that classification only after all of the employees in that ~~classification (facility level)~~<sup>crew</sup> have been made an overtime offer.
- 5) After all employees of a classification on layoff have been offered a short term recall under Article 15, L40s may be assigned to classifications with involuntary layoffs for up to 9 days.
- 6) Compensation within the L40 trade will be capped at Grade 5.
- 7) The existing M40 classification will be eliminated and current M40s will be given the opportunity to accept other positions as available. Absent transfer to other classifications, current M40s will be transferred to L40 with seniority grandfathered. Wages for transferred M40s will be capped at current pay grade if greater than Grade 5.

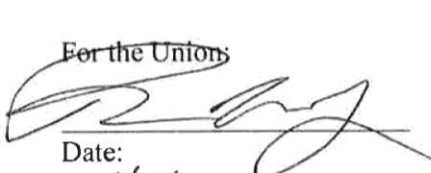


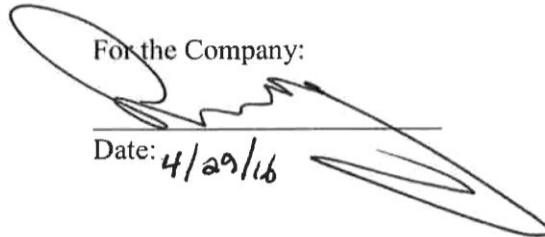
COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

- 8) The parties agree that the L40 classification will become a developmental pool for future skilled mechanics to transfer into skilled classifications as staffing and training requirements allow.
- 9) There shall be no loans into the L40 classification.
- 10) All other terms and conditions in the CBA shall apply to this classification.

**NOTE: Both parties understand there will be issues pertaining to the establishment of the L40 classification. Both parties agree that disputes over this policy will be resolved between the Director of Trades and the Chief Steward(s). If resolution cannot be reached in a timely manner, the issue will be forwarded to the Vice President of Operations and the President of Local S6. (See L40 Task List)**

AGREED to and APPROVED by the Undersigned.

For the Union:  
  
Date: 4/29/16

For the Company:  
  
Date: 4/29/16

**GENERAL DYNAMICS**  
Bath Iron Works

January 31, 2017

Modify as shown:


**Memorandum of Agreement  
Between  
Bath Iron Works  
And  
Local S6, IAMAW**

**Re: General Laborers (L40) snow removal overtime rights**

The Company and the Union hereby agree to following as clarification to the L40 Task List and MOA:

- crew
- 1.) The L40 Classification has ~~Hull~~ ownership overtime rights for regular scheduled snow removal overtime on-board ships in the water, on the LLTF and in the dry dock ~~All L40s assigned to the Hull, regardless of trade assignment, will be added to the P10 Hull rotation lists for snow removal on each Hull. If Management determines additional overtime needs for a Hull, the overtime will be filled by the Selection Criteria in Article 11 of the CBA.~~ when working as a P10 at the time overtime is offered. Once all P10s on a hull have been offered, L40s working on the hull outside the P10 classification may be offered.
  - 2.) The L40 Classification may volunteer for the non-core volunteer list under the Snow Removal Policy dated 1/13/16, but cannot be included in any other standing volunteer list overtime for snow removal.
  - 3.) This agreement in no way sets a precedent and may not be referred to by any party in any future action except to enforce its terms.

Agreed to and Approved by the undersigned.

  
for the Company      2/15/17  
Date

  
for the Union      2/9/17  
Date

**Modify as shown:**

**MEMORANDUM OF AGREEMENT  
BETWEEN  
BATH IRON WORKS (the “Company”)  
And  
LOCAL S6, IAMAW (the “Union”)**

**Settlement Agreement of ~~B0067-17, B0137-17, B0142-17~~  
Pink Slip Clarification (Employee Warning Record)**

The Company and the Union (hereinafter referred to as the “Parties”) hereby agree to the following **as it relates to Pink Slips:** ~~as a full and final resolution of any and all open, outstanding, or past issues, disputes, or grievances relating in any way to the following Grievances: B0067-17 (Bellefleur), B0137-17 (Miner) B0142-17 (Miner).~~

~~The Company agrees to pay the following as settlement: B0142-17 – (9) hours straight time, B0137-17 – (9) hours straight time, B0067-17 – (61) hours straight time.~~

~~The Parties agree to the following:~~

This Memorandum of Agreement (MOA) replaces **any prior Pink Slip agreements.** ~~the “Pink Slip Errors” MOA dated 6/3/2011 and the Discipline Through the Mail MOA dated 2/12/2009.~~

For the purposes of this agreement, the term “pink slip” refers to the disciplinary document entitled “Employee Warning Record.”

The pink slip will contain only the information below and will be removed if there is an error or omission in the completion of any of the following information

- Name
- Badge Number
- Date on which pink slip is being issued
- Contract provision / rule violated
- Level of discipline (written warning, suspension or discharge)
- Indication, as applicable, as to whether the employee has been warned of this violation before and, if so, the date of such warning and by whom the warning was issued (if no prior warning is active, this section of the pink slip will be deemed irrelevant **and left blank**).

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

- **Signature of** witness (anyone, Company or Union Representative, can serve as a witness). (or “RTS” Refuse to Sign if witness refuses to sign **or some version that expresses the witness chose not to sign**).
- Signature of Management
- Signature of employee (or “RTS” Refuse to Sign if employee refuses to sign **or some version that expresses the employee chose not to sign**). **Employees who inadvertently sign in the wrong signature space (ex: above line rather than below line) do not constitute a pink slip error.**

No written information describing circumstances of the discipline or agreements made between the parties will be documented in the “Level of Discipline” section of the pink slip.

“Time Served” and/or clarification of the length of discipline (e.g. 7 days +5.1 hours or 3.5 days) may be documented in the “Level of Discipline” section of the pink slip.

Any additional information written in the “Level of Discipline” section of the Employee Warning Record will be agreed to between the Parties and will be initialed by the Union and Management.

Once the pink slip is handed to the employee, errors identified on the pink slip after that point in time, will warrant the “tearing up” or removal of the pink slip. (There is no window by which the Company can contact the Union to correct an error on the pink slip.) For slips issued through the mail, see below “Discipline Through the Mail”.

Errors made on a pink slip, which was issued for a discharge, will result in the “tearing up” or removal of the slip only if the discharge is a result of:

- A violation of any rule in Sections I, II, III
- A violation of Section IV, D – Badges or Section IV, J – Habitual Offender

In the event a pink slip is written for a discharge due to a violation of the Habitual Offender rule, and an error is identified on that pink slip, the Habitual Offender discharge slip, as well as the pink slip associated with the most recent infraction which put the employee in a position to be discharge for Habitual Offender, will be removed.

Misspellings and errors in grammar do not constitute errors on a pink slip, provided that the identity or meaning of the writing in question can be discerned.

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

All violation claims, under the Jolicoeur agreement, must be raised within the 65 day contractual period allocated for the filing of a grievance or during the first step of the grievance process, otherwise, the claims will be deemed waived.

### **Discipline Through the Mail**

1. An employee who appears on the “due for discipline list” after triggering discipline under Article 49, Section 4, ~~will~~ **may** be disciplined through the mail when the employee exceeds the 32-hours rule under Section 5. ~~and has not reported for at least one full shift during the normal work week from the time he appeared on the “due for discipline list.”~~
2. ~~For the purpose of determining a “full shift” under Section 1 above, absences under Article 49, Section 3d will not be held against the affected employee~~
3. The “due for discipline list” will be provided to Local S/6 on a daily basis at the time it becomes available.
4. The parties mutually understand the importance of providing Union Representation when issuing discipline for attendance and the Union agrees that it will make every reasonable effort to provide such representation in a timely manner. The effective date of such Discipline through the Mail shall be the fourth day (excluding Sundays and BIW and Post Office Holidays) after the date sent from BIW.
  - a. Example: Discipline mailed on a Monday would be effective on Friday. Friday would count towards the next step discipline.
  - b. Example: Discipline mailed on a Friday would be effective the following Wednesday. Wednesday would count towards the next step of discipline.
  - c. Example: Discipline mailed on a Wednesday, Monday being a holiday, would be effective on the following Tuesday.
5. In the event there is a dispute as to the date the discipline was sent from BIW, the Post Office postmark date on the discipline letter shall be deemed to be the date the discipline letter was sent.

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**For Local S6,IAMAW**

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**For the Company**

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**For Local S6,IAMAW**

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**For the Company**

**GENERAL DYNAMICS**  
Bath Iron Works

November 20, 2018

Modify as shown:

**Memorandum of Agreement  
Between  
Bath Iron Works  
And  
Local S6, IAMAW**


**Re: Split of work on TTS beams**


The Company and the Union hereby agree to following:

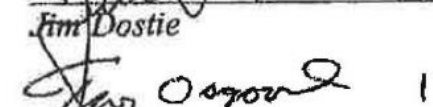
- 1.) M20s will be responsible for the complete fabrication of TTS beams in the shop.
- 2.) Any layout of TTS beams performed on the job will be performed by C02s.
- 3.) All bolting of TTS beams on the job will be performed by C02s.
- 4.) Any drilling into the **base** of TTS beams or modification of parts being bolted onto the **base** requiring drilling (including towers, keel blocks, braces etc.) will be performed by S40s **or** C02s.
- 5.) All other drilling (including towers, keel blocks, braces etc.) above the base but not attached to the base will be performed by M20s **or** C02s.

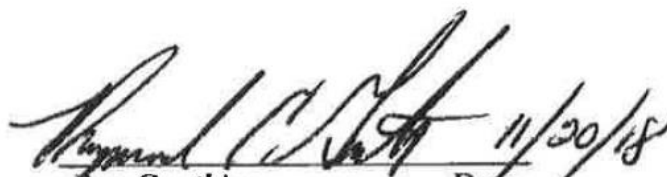
This agreement is made without precedent or prejudice and may not be referred to by any party in any future action except to enforce its terms.

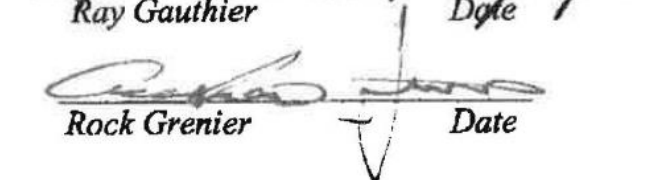
Agreed to and Approved by the undersigned.

  
Mike Duquesnoy  
Date 11/20/18

  
Jim Dostie  
Date 11-20-18

  
Troy Osgood  
Date 11/20/18

  
Ray Gauthier  
Date 11/20/18

  
Rock Grenier  
Date



**Memorandums of Agreement Negotiations Disposition Summary**

| <b>MOA Number</b> | <b>Date</b> | <b>MOA Description</b>  | <b>Disposition</b>         |
|-------------------|-------------|---|----------------------------|
| 1                 | 11/3/1988   | Claremont Warehouse Insulation / Vendor Storage   | Carry Forward - Historical |
| 2                 | 12/12/1989  | In House Van Service  | Carry Forward - Historical |
| 3                 | 3/8/1995    | PPE for Blasting  | Carry Forward              |
| 4                 | 1/30/1997   | Harding Plant “Cold Weather” Vehicle Procedure  | Carry Forward              |
| 5                 | 9/28/1998   | M04 Progression Models  | Carry Forward              |
| 6                 | 4/9/1999    | Grievance B023-98 Work Release  | Carry Forward              |
| 7                 | 5/7/1999    | Grievance Settlement B413-97 et al – Selection criteria in assigning overtime across shifts   | Overcome by Events         |
| 8                 | 8/13/1999   | Green Book  | Carry Forward              |
| 9                 | 8/19/1999   | Calling Employees at Home for Overtime  | Carry Forward              |
| 10                | 9/2/1999    | Label Plate Fabrication Fire Plug and Compartment ID  | Carry Forward              |
| 11                | 11/17/1999  | Union Official Comp Time Accrual  | Carry Forward              |
| 12                | 11/22/1999  | Flushing Process and Responsibilities P18/O04   | Carry Forward              |
| 13                | 1/3/2000    | B340-98 Merging Crews / 1 Supervisor covering 2 crews   | Carry Forward              |
| 14                | 3/1/2000    | B207-99 Material Box Cleaning   | Carry Forward - Historical |
| 15                | 3/16/2000   | Grievance B031-99 (Kanaris Settlement) Rights for Overtime  | Carry Forward              |
| 16                | 4/27/2000   | Sale of Items on Company Property   | Carry Forward - Historical |
| 17                | 5/12/2000   | Shipping Tags ( <del>M16</del> <b>H18</b> )   | Carry Forward              |
| 18                | 12/20/2000  | Timely Grievance Answers – Ramifications Defined  | Carry Forward              |
| 19                | 3/15/2001   | Ultra High Pressure Water (P10)   | Overcome by Events         |
| 21                | 3/21/2001   | Grievance B164-99 Andy Patrie PMR’s Material Process  | Carry Forward - Historical |
| 22                | 7/24/2001   | Grievances B038-00 & B043-00 Subcontracting Engines   | Carry Forward - Historical |
| 23                | 7/26/2001   | Grievances B277-01, B394-01, B407-01 Transfers into new job class – Decision cannot be reversed once work has begun in new classification | Carry Forward              |
| 24                | 7/26/2001   | Grievance BZ734-00 Testing Production Equipment requires Mechanic’s Support   | Carry Forward              |

COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

|    |            |  |                            |
|----|------------|--|----------------------------|
| 25 | 8/13/2001  | Shared use of the Di-Acro Machine (M04)  | Carry Forward - Historical |
| 26 | 8/20/2001  | Grievance B274-00 Establishes <b>H18 M16's</b> Role in Moving Material on the LLTF               | Carry Forward              |
| 27 | 9/19/2001  | Establishes BIW's Policies for Employees on Military Duty  | Carry Forward              |
| 28 | 11/15/2001 | Establishes Policy for Informing Employees of Obligations for Healthcare Continuation            | Carry Forward              |
| 29 | 12/6/2001  | Grievance B085-01 May Walk Hand Tools Back to Tool Crib ( <del>M10</del> <b>M20</b> )            | Carry Forward - Historical |
| 30 | 12/6/2001  | Tack Weld or Finish Tack Weld RG Nut Covers (O04)  | Carry Forward - Historical |
| 31 | 12/6/2001  | Unloading Vendor Trucks (C70)  | Overcome by Events         |
| 32 | 12/7/2001  | Bar Coding Remnants (M04)  | Carry Forward - Historical |
| 33 | 12/7/2001  | Grievance B0435-01 Rigging task list issue   | Carry Forward              |
| 34 | 12/7/2001  | Lifting off Truck from Pallet to Box is <b>H18 M16</b> . S40 Not to Load Lifting Pads Off Truck. | Overcome by Events         |
| 35 | 12/7/2001  | Remove False Deck (S40)  | Overcome by Events         |
| 36 | 12/7/2001  | Use of Suitcase Blaster (P10)  | Carry Forward - Historical |
| 37 | 12/12/2001 | Grievance B0420-00 Task List Violation   | Carry Forward - Historical |
| 38 | 12/14/2001 | Drifting Function When Working on Cranes ( <del>M10</del> <b>M20</b> )                           | Carry Forward              |
| 39 | 12/17/2001 | Grievance B0551-01 W-12 Task List Violation  | Carry Forward - Historical |
| 40 | 12/19/2001 | Handling and Moving Raw Stock (C70)  | Carry Forward - Historical |
| 41 | 12/31/2001 | Grievance B0198-01 Tack Welding grating  | Carry Forward - Historical |
| 43 | 1/11/2002  | Remove Hair Pins (Testing) S40   | Carry Forward - Historical |
| 44 | 1/23/2002  | Grievance B0142-01 <b>C02 S14</b> Finish Painting  | Carry Forward - Historical |
| 45 | 1/23/2002  | Mods to Removable or Fixed Handrails by <del>M10</del> <b>M20</b>                                | Carry Forward - Historical |
| 46 | 1/24/2002  | Vacuum Heavy Blast Grit (S06)  | Carry Forward - Historical |
| 47 | 5/6/2002   | Defines Roles and Assignment Process for Working on Asbestos Abatement Team                      | Overcome by Events         |
| 48 | 5/21/2002  | Tent Building ( <b>C02 S14</b> )   | Carry Forward - Historical |



COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

|    |            |   |                            |
|----|------------|---|----------------------------|
| 49 | 5/28/2002  | At Sea Assignments  | Overcome by Events         |
| 50 | 5/31/2002  | Defines Licensing Options for <del>H18s</del> <del>H03s</del>   | Carry Forward - Historical |
| 51 | 6/26/2002  | Defines Process for Inventorying Personal Tools   | Carry Forward              |
| 52 | 6/26/2002  | Process for Determining When BIW Replaces Stolen Personal Tools   | Carry Forward              |
| 53 | 7/12/2002  | Grievance B414-98 Process for reviewing pier work with Union to determine job scopes for Divers and Maintenance Employees | Carry Forward - Historical |
| 54 | 8/19/2002  | Shift Premium to Employees Assigned to Dock/Undock for Work Outside of First Shift  | Carry Forward              |
| 55 | 8/23/2002  | PSA Resource Plan Agreements  | Carry Forward - Historical |
| 57 | 9/9/2002   | Merit Raises Effective Dates  | Carry Forward              |
| 58 | 9/17/2002  | Allows pre-transfer training in the S06 trade to determine if employee can do essential job functions                     | Carry Forward              |
| 59 | 9/19/2002  | Establishes the Union Workers Benefits Trust  | Carry Forward              |
| 60 | 9/19/2002  | Out of Town (Call In)   | Carry Forward              |
| 61 | 9/26/2002  | GTAW Welding Quals for Welding Instructors  | Carry Forward              |
| 63 | 9/30/2002  | <del>M08</del> <del>M21</del> Scope of Work Supporting Welding  | Carry Forward - Historical |
| 64 | 10/3/2002  | Allows specialist rating for P18s   | Carry Forward              |
| 66 | 10/16/2002 | Grievance B0380-99 Early Paycheck Policy  | Carry Forward              |
| 67 | 10/28/2002 | LLTF Manning DD With S40  | Carry Forward - Historical |
| 68 | 10/29/2002 | M03 Functions in Production Areas   | Carry Forward              |
| 69 | 1/8/2003   | Production Work on the Shear is M04s. M04s or T04s can do walk in jobs  | Carry Forward              |
| 70 | 1/27/2003  | Gives S02s safety authority over subcontractors   | Carry Forward              |
| 71 | 2/3/2003   | Scoping Work on Barges  | Carry Forward              |
| 72 | 3/12/2003  | Issuance of Tools   | Carry Forward - Historical |
| 73 | 3/18/2003  | New Mocks, Fixtures, and Jigs   | Carry Forward              |
| 74 | 3/24/2003  | Union Representation  | Carry Forward - Historical |
| 75 | 4/9/2003   | Local S6 Members shall be utilized to support vent testing as described by MOA dated 7/6/93<br>See Grievance B0178-99     | Carry Forward              |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|    |            |   |                            |
|----|------------|---|----------------------------|
| 76 | 4/17/2003  | Energy and Steam Patrol   | Carry Forward - Historical |
| 77 | 4/21/2003  | <del>C02s S14s</del> Block, Set Stairs, Outriggers and Pedestals of Gangways                        | Overcome by Events         |
| 78 | 5/2/2003   | Computer Refresh CSC ( <del>M08 M21</del> )   | Carry Forward - Historical |
| 79 | 5/29/2003  | Scope of roles for Manufacturing and Maintenance employees for the drydock (refers to 10/29/02 MOA) | Carry Forward              |
| 80 | 5/30/2003  | E02 Specialist and Progression Model  | Carry Forward              |
| 81 | 7/23/2003  | Grievance B416-01 Sea Trials S40  | Carry Forward              |
| 82 | 7/28/2003  | To have same rights as others for loans, overtime, etc. (Benefits Committee)                        | Carry Forward              |
| 83 | 8/20/2003  | Work on Spy Array Carrier ( <del>M12 M20</del> ) (Modified 4/20/04 DClark TOsgood)                  | Carry Forward              |
| 84 | 8/25/2003  | Improves Material Handling Process for Raw Stock  | Carry Forward - Historical |
| 85 | 8/25/2003  | Improves Material Handling at EBMF  | Overcome by Events         |
| 86 | 12/19/2003 | C-Bay Small Bulkhead Assembly (S40)   | Carry Forward - Historical |
| 87 | 2/19/2004  | Y02/S40 Installation of Patches   | Carry Forward - Historical |
| 88 | 3/3/2004   | Blue Covers   | Overcome by Events         |
| 89 | 4/6/2004   | Training Power Test Specialists for Generator Watch   | Carry Forward              |
| 90 | 4/20/2004  | Split of Sewing <del>I02 P16, C02 S14</del>   | Carry Forward - Historical |
| 91 | 4/27/2004  | Arbitration Settlements   | Carry Forward - Historical |
| 92 | 4/27/2004  | Grievance Settlements   | Carry Forward - Historical |
| 93 | 5/12/2004  | Grievance Procedure Administration  | Carry Forward              |
| 94 | 5/21/2004  | Overtime Application  | Carry Forward              |
| 95 | 9/23/2004  | Grievance B444-01 On Board Training   | Carry Forward              |
| 96 | 10/11/2004 | Fire Extinguishers Tag and Inspection ( <del>H18 M16s</del> )                                       | Carry Forward - Historical |
| 97 | 11/4/2004  | Settlement Agreement Grievances BZ306-04 & BZ308-04 S06s on Loan to Other Trades-Hours of Work      | Carry Forward              |
| 98 | 12/2/2004  | Sign Shop Grievances B089-02, B326-02, B479-02, B599-02, B093-03                                    | Carry Forward              |
| 99 | 1/3/2005   | Grievance B0443-04 New Technology, Rescoping and Subcontracting                                     | Carry Forward              |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |   |                            |
|-----|------------|---|----------------------------|
| 100 | 1/5/2005   | Grievance H086-04 Hardings Cold Weather Vehicle Procedure (See Procedure in MOA 1/30/97)                              | Delete                     |
| 102 | 2/24/2005  | Grievance B0077-02 Bobcat Brushes   | Carry Forward              |
| 103 | 4/6/2005   | Boiler Operator Second and Third Shift Hours of Work Amendment to 1/28/05 MOA   | Carry Forward              |
| 104 | 4/8/2005   | Grievance B0419-03 Discharge Grievances and Workers' Compensation Settlement Agreements                               | Overcome by Events         |
| 105 | 5/23/2005  | Grievances B0135-02, B0154-02, B0602-01 Ship Departures for sea trials and overtime assignments                       | Carry Forward              |
| 106 | 6/23/2005  | Grievances B0501-02, B0237-02 Written warning and unexcused absences  | Carry Forward              |
| 107 | 8/23/2005  | Grievances H0044-05 and H0008-05 Bagged Slat <del>H18 H03</del> Funtion to Pick Up and Deliver from Vendor's Facility | Carry Forward              |
| 108 | 9/29/2005  | Transportation to and from the Airport on out of town assignments   | Carry Forward - Historical |
| 109 | 10/11/2005 | Boiler Operator Schedule  | Carry Forward              |
| 110 | 11/15/2005 | C70 Crane Operators from Grade A to Grade AA  | Overcome by Events         |
| 111 | 1/30/2006  | Grievance B0200-03 Main Stores Recycling Area   | Carry Forward              |
| 112 | 2/27/2006  | Grievances B0027-03 & B0564-02 E02 Power Test Crew  | Carry Forward              |
| 113 | 6/15/2006  | Securing New Work and Jobs (Teaming)  | Carry Forward              |
| 114 | 6/20/2006  | Grievance B0483-02 BMDA on PSA for testing, balancing and grooming a ventilation system                               | Carry Forward              |
| 115 | 6/28/2006  | Transporter Directors (Grade 9 to C)  | Carry Forward              |
| 116 | 9/8/2006   | B0560-02 Special Event Polling Amendment  | Carry Forward - Historical |
| 117 | 10/23/2006 | Back-up Mobile Crane Operators – WAR Grade A  | Carry Forward              |
| 118 | 5/29/2007  | Arbitration Case B0206-03 (Lead) FLOC   | Carry Forward              |
| 119 | 9/5/2007   | Aegis Test Team Testing Program   | Carry Forward              |
| 120 | 9/11/2007  | Grievance Settlement H0092-03 Use of Stockpicker  | Carry Forward              |
| 121 | 3/13/2008  | O04 Non-Operator Progression Model Package  | Carry Forward              |
| 122 | 8/14/2008  | Welder Progression  | Carry Forward              |
| 123 | 8/15/2008  | <del>I02/P16</del> Installation/Removal of Material under Article 27, Section 5 (WAR)                                 | Carry Forward              |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |   |                            |
|-----|------------|---|----------------------------|
| 124 | 10/29/2008 | Settlement Agreement H0081-03 Asbestos Abatement Team Transporting Team and Equipment | Overcome by Events         |
| 125 | 12/4/2008  | Lunch Time for Apprentices Scheduled for Back to Back Classes                         | Carry Forward - Historical |
| 126 | 2/12/2009  | Discipline Through the Mail – Supersedes MOA dated 07/24/2007                         | Overcome by Events         |
| 127 | 2/12/2009  | Mgmt Responsibility to Offer OT Within Time Limits Under Article 11, Section 3        | Overcome by Events         |
| 128 | 8/6/2009   | Manufacture or Subcontract of Welding Practice and Test Plates (H0116-03)             | Carry Forward              |
| 129 | 10/16/2009 | Tobacco-Free Workplace  | Carry Forward              |
| 130 | 10/29/2009 | Functions Associated with SPMT/TTS/Transporter Operation and Maintenance              | Carry Forward              |
| 131 | 1/6/2010   | While Assigned Rate for <del>H18 M16s</del> Assigned to Ship Hazardous Materials      | Overcome by Events         |
| 132 | 2/10/2010  | Spot Welders at EBMF  | Carry Forward              |
| 133 | 4/22/2010  | While Assigned Rates for Ammo Load-Outs   | Carry Forward              |
| 134 | 6/8/2010   | Suspended Personnel Platform While Assigned Rate (WARA 148)                           | Carry Forward - Historical |
| 135 | 6/11/2010  | Lubrication and Inspection of the Number 11 Crane – While Assigned Rate               | Carry Forward - Historical |
| 136 | 6/21/2010  | Article 15, Section 3 Voluntary Layoff  | Carry Forward - Historical |
| 137 | 6/22/2010  | Grievances B0467-09, B0466-09, B0453-09 Consumables of the BUSTEE Blast Machine       | Overcome by Events         |
| 138 | 7/21/2010  | O04 System Flushing Notice  | Overcome by Events         |
| 139 | 8/23/2010  | W12 Mechanized & Robotic WAR  | Carry Forward              |
| 140 | 9/7/2010   | Addendum to MOA dated 8-23-10 W12 Mechanized & Robotic WAR                            | Carry Forward              |
| 141 | 1/11/2011  | LS6 Grievance B0165-09, Training for New Welding Equipment                            | Carry Forward              |
| 143 | 1/27/2011  | Gas Tungsten Arc Welding Testing of W12 Apprentices and Specialist Pay                | Carry Forward              |
| 144 | 2/1/2011   | Grievance #'s B0349-10 and B0350-10 E02 Hook-up Crew                                  | Overcome by Events         |
| 145 | 2/11/2011  | Employee's hired into LS6 while on layoff from other BIW Bargaining Units             | Overcome by Events         |
| 146 | 3/7/2011   | Superwool Structogard   | Carry Forward - Historical |
| 147 | 4/19/2011  | Manning Agreement for Cleaning Watertables  | Overcome by Events         |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                               |
|-----|------------|--|-------------------------------|
| 148 | 4/26/2011  | Vendor Integration Testing Lab   | Carry Forward                 |
| 149 | 5/20/2011  | Rubber Roofing Material to Cover Vent Work   | Carry Forward                 |
| 150 | 6/3/2011   | Pink Slip Errors (Replaced by 3/2/2018 MOA)  | Overcome by Events            |
| 151 | 7/29/2011  | Natural Gas Installation in the Main Yard  | Overcome by Events            |
| 152 | 9/22/2011  | Maintenance Mechanics/Mechanized Welding   | Carry Forward -<br>Historical |
| 153 | 12/1/2011  | Manning Maintenance Tool Cribs   | Carry Forward                 |
| 154 | 3/23/2012  | Intra-Bargaining Unit Loans  | Carry Forward                 |
| 155 | 4/19/2012  | Install and Repair of Trash Can Lanyards<br>REVISED  | Carry Forward                 |
| 156 | 4/19/2012  | P & H Crane Over the Road Responsibility<br>REVISED  | Carry Forward -<br>Historical |
| 157 | 5/14/2012  | CTO for Union Representatives  | Carry Forward -<br>Historical |
| 158 | 5/18/2012  | Clarification of Kanaris Settlement<br>Job/Crew Ownership  | Carry Forward                 |
| 159 | 5/21/2012  | Cutting Keel Blocks  | Overcome by Events            |
| 160 | 6/8/2012   | Special Shift Temp Vent (Supersedes Special<br>Shift MOA 11/10/11)                                   | Carry Forward                 |
| 161 | 7/20/2012  | C70/Y02 Overtime Administration Policy for<br>Bath Facility  | Carry Forward                 |
| 162 | 7/20/2012  | Extension of P10 WAR Under Art 27 (s/Jen<br>Watkins)   | Carry Forward -<br>Historical |
| 163 | 8/22/2012  | Schedule C Grievances filed Prior to August 22,<br>2012 Settlement / Working Past Scheduled<br>Hours | Overcome by Events            |
| 164 | 9/6/2012   | Advancement of C70 Crane Operators from<br>Grade A to Grade AA                                       | Carry Forward                 |
| 165 | 10/30/2012 | Good Faith Effort – Grievance Settlements  | Overcome by Events            |
| 166 | 10/31/2012 | Snow Fence for Safety Net  | Carry Forward                 |
| 167 | 11/15/2012 | <del>H18 H03</del> at EBMF and CW  | Carry Forward                 |
| 168 | 11/15/2012 | <del>H18 H03</del> job classification task list amendment  | Carry Forward                 |
| 170 | 11/15/2012 | E02 Dry Dock Generator Watch Assignments   | Carry Forward                 |
| 171 | 11/27/2012 | Rubber Funnels BZ532-12  | Carry Forward -<br>Historical |
| 172 | 11/29/2012 | Minor Composite Repair Work  | Carry Forward                 |
| 173 | 11/29/2012 | 05-06 Grievance Settlement   | Carry Forward -<br>Historical |
| 174 | 1/9/2013   | Bottle and Other Rack Construction   | Carry Forward                 |

## COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020

|     |            |  |                            |
|-----|------------|--|----------------------------|
| 175 | 2/1/2013   | Griev BZ579-12 Randy Johnson Settlement Agreement                  | Overcome by Events         |
| 176 | 2/5/2013   | Operation of Shape Shop Overhead Crane(s) at the Harding Plant     | Carry Forward              |
| 177 | 2/11/2013  | Rescope of the “Grapple” from Y02s to <b>H18 M16s</b>              | Overcome by Events         |
| 178 | 2/15/2013  | Department 20 “C” Specialist Rate of Pay Qualification             | Overcome by Events         |
| 180 | 3/8/2013   | RTW SAW Settlement Agreement                                       | Overcome by Events         |
| 181 | 3/11/2013  | Out of Town Assignment for COSAL Loadout LCS-4                     | Overcome by Events         |
| 182 | 3/12/2013  | Performance Incentive Program                                      | Overcome by Events         |
| 183 | 3/15/2013  | M04s Scanning Material   | Carry Forward              |
| 184 | 3/19/2013  | M04s While Assigned Rate   | Carry Forward              |
| 185 | 3/29/2013  | H03 Specialist Rates Grade A or Grade B                            | Overcome by Events         |
| 186 | 4/17/2013  | Dance Floor Agreement S40 and S18                                  | Overcome by Events         |
| 187 | 5/2/2013   | O04 Special Shift M04's in Bath                                    | Overcome by Events         |
| 188 | 5/10/2013  | Welding Leathers   | Carry Forward - Historical |
| 189 | 5/13/2013  | CTO Usage for Alfred Thiboutot (B00294)                            | Overcome by Events         |
| 190 | 5/21/2013  | Fiber-Optic Cable Kitting Materials                                | Carry Forward              |
| 191 | 6/14/2013  | MK59 Decoy Launcher Platforms - DDG 62 S/A 82639                   | Overcome by Events         |
| 192 | 6/14/2013  | Remote Control Crane in Black Warehouse                            | Overcome by Events         |
| 193 | 7/2/2013   | Overtime Duration for T04s Working Temp Vent Holidays and Weekends | Carry Forward              |
| 194 | 8/8/2013   | Off-Ship DDG 1000 Class SGAS Testing                               | Overcome by Events         |
| 195 | 8/12/2013  | M06 Cold Patching  | Overcome by Events         |
| 196 | 8/12/2013  | Temp Vent Special Shift  | Carry Forward              |
| 197 | 10/1/2013  | DDG 1000 Program Deckhouse Lift                                    | Overcome by Events         |
| 198 | 10/1/2013  | Deckhouse Settlement   | Overcome by Events         |
| 199 | 10/8/2013  | <b>H18 M16/H03</b> Overtime Policy                                 | Overcome by Events         |
| 200 | 10/9/2013  | DDG 1000 Class Foat Off Selection Criteria for P18s                | Overcome by Events         |
| 201 | 10/11/2013 | T04 Overtime at EBMF   | Carry Forward              |
| 202 | 11/5/2013  | Welding MAFO Doors   | Overcome by Events         |
| 203 | 11/19/2013 | S40 Robotic Grinding WAR   | Carry Forward - Historical |
| 204 | 1/27/2014  | <b>H18 H03</b> Scanning Trailers                                   | Overcome by Events         |
| 205 | 4/24/2014  | Hardings B-Bay Upgrade   | Overcome by Events         |
| 206 | 5/2/2014   | Facilities Upgrade   | Overcome by Events         |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                            |
|-----|------------|--|----------------------------|
| 207 | 5/7/2014   | Settlement Agreement – Carpet Tiles (400 sq.ft.)                                     | Carry Forward - Historical |
| 208 | 6/20/2014  | Systems Watch Crew   | Carry Forward              |
| 209 | 6/23/2014  | T12 Tugboat Operator Position  | Overcome by Events         |
| 210 | 7/10/2014  | 09 Operating Crew Specialist   | Carry Forward              |
| 211 | 7/11/2014  | E02 Specialist Amendment   | Overcome by Events         |
| 212 | 8/4/2014   | Grade A and B GTAW Training Timeline Run Rules                                       | Overcome by Events         |
| 213 | 8/26/2014  | Grade AA, A and B GTAW Training Timeline Run Rules                                   | Overcome by Events         |
| 214 | 9/8/2014   | O04 Special Shits for D09OC and D09 System Flushes and Boring                        | Carry Forward              |
| 215 | 10/2/2014  | Weld Test Grade A  | Carry Forward              |
| 216 | 10/31/2014 | Instructor Pay   | Carry Forward              |
| 217 | 11/20/2014 | Brian Belknap (B12042)   | Overcome by Events         |
| 218 | 12/19/2014 | Machine Shop M04 Weekend Overtime Shift  | Overcome by Events         |
| 219 | 1/29/2015  | Working Leader   | Carry Forward              |
| 220 | 4/10/2015  | B0049-14 LS6 Divers, Settlement Agreement  | Overcome by Events         |
| 221 | 8/13/2015  | T12 Specialist Model Terms and Conditions  | Carry Forward              |
| 222 | 8/13/2015  | Dehumidification Blast 3   | Overcome by Events         |
| 224 | 9/3/2015   | Trade School   | Overcome by Events         |
| 225 | 9/23/2015  | Trailers and Stakebodies   | Carry Forward              |
| 226 | 9/23/2015  | <del>H18 H03</del> Transport of Employees  | Carry Forward              |
| 227 | 9/24/2015  | Condensate Tank  | Overcome by Events         |
| 228 | 9/24/2015  | Painting of Tool Crib P10, <del>M06</del> <b>M20</b>                                 | Overcome by Events         |
| 229 | 10/29/2015 | Gangway Repair   | Overcome by Events         |
| 230 | 10/30/2015 | <del>M40 L40</del> Resolution of NLRB Charge 01-CA-157264 and Outstanding Grievances | Overcome by Events         |
| 231 | 11/5/2015  | Pylon Fabrication  | Overcome by Events         |
| 232 | 11/12/2015 | Subcontracting – Shapes Machine Hardings Facility Installation                       | Overcome by Events         |
| 233 | 12/3/2015  | Facilities Upgrade Continuation  | Overcome by Events         |
| 234 | 12/16/2015 | EBMF M04s to Perform Hanger Sniping  | Carry Forward - Historical |
| 235 | 12/16/2015 | Muster Site Tool Cribs   | Carry Forward              |
| 236 | 12/16/2015 | No Paint Mark-up (Post compiled print implementation)                                | Carry Forward              |
| 237 | 12/16/2015 | DDG Tanks (P10/S06 May 4-Bolt Tank Covers)   | Carry Forward              |
| 238 | 12/17/2015 | Picking Material at EBMF   | Carry Forward              |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                            |
|-----|------------|--|----------------------------|
| 239 | 12/30/2015 | C70 Loan to O04 Extension (loan started 11/16/15, will end 2/14/16)                            | Overcome by Events         |
| 240 | 1/4/2016   | Postpone termination for Joshua Robbins  | Overcome by Events         |
| 241 | 1/5/2016   | Utilizing a Lull for Snow Removal  | Carry Forward - Historical |
| 242 | 1/11/2016  | Ann Dearborne Seniority - LOA  | Overcome by Events         |
| 243 | 1/13/2016  | Snow Removal Policy  | Overcome by Events         |
| 244 | 1/14/2016  | Machining H605 Steel Deckhouse   | Overcome by Events         |
| 245 | 1/15/2016  | 09OC Special Shift for Machinery Watch on Hull 601 (Jan 16,17, 2016)                           | Overcome by Events         |
| 246 | 1/19/2016  | Special Shift for Dispatching in the Bath Facility   | Carry Forward              |
| 247 | 1/21/2016  | 09OC Special Shift for Machinery Watch on Hull 601 (Jan 23,24, 2016)                           | Overcome by Events         |
| 248 | 1/25/2016  | Settlement Agreement for Ashley Summers  | Overcome by Events         |
| 249 | 1/28/2016  | E02 Loan into I02 (Ends April 3, 2016)   | Overcome by Events         |
| 250 | 2/4/2016   | Probation Extension for Nicholas Belanger (B21723)   | Overcome by Events         |
| 251 | 2/12/2016  | Special Shift for W12 Francis Arsenault for 2/13/16.   | Overcome by Events         |
| 252 | 2/18/2016  | D09 OC Watch   | Carry Forward              |
| 253 | 2/29/2016  | Settlement Agreement for Grievance Backlog H03s and suspensions                                | Overcome by Events         |
| 254 | 3/2/2016   | Probation Extension for Ann Dearborn (B21541)  | Overcome by Events         |
| 255 | 3/9/2016   | Subcontract Removal of Aft Poppet Side Towers  | Overcome by Events         |
| 256 | 3/10/2016  | System Watch Crew - Opt Out for George Morin Jr (B02506)                                       | Overcome by Events         |
| 257 | 3/11/2016  | Settlement Agreement Amendment to 1/21/16 Agreement for Ashley Summer's Reinstatement          | Overcome by Events         |
| 258 | 3/23/2016  | Dachmon Ruge (B21332) Suspension Agreement   | Overcome by Events         |
| 259 | 3/24/2016  | Settlnent of Grievance Backlog   | Overcome by Events         |
| 260 | 4/12/2016  | LS7 53PT Eric Dancer (B21462) to LS6 Dive Team   | Overcome by Events         |
| 261 | 4/13/2016  | Darien Lane (B21802) Not to refer to issue from 4/8/16.  | Overcome by Events         |
| 262 | 4/18/2016  | Allan Collins (B01900) Suspension  | Overcome by Events         |
| 263 | 4/19/2016  | Settlement Agreement for B0299-14 (Shooting electrical grounding studs belongs to E02) \$5,000 | Carry Forward - Historical |
| 264 | 4/19/2016  | Settlement Agreement for B0416-10 \$16,000   | Overcome by Events         |



**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |   |                            |
|-----|-----------|---|----------------------------|
| 265 | 4/22/2016 | Grievance Backlog Settlement  | Overcome by Events         |
| 266 | 4/28/2016 | Pipefitters with the Skill of Brazing Specialist Model  | Overcome by Events         |
| 268 | 4/29/2016 | BMDA Weld Footage Calculations (Beginning 5/2/16 for 6 wks)   | Overcome by Events         |
| 269 | 5/9/2016  | Management Maintenance Mechanic Specialist (M20)  | Overcome by Events         |
| 270 | 5/9/2016  | Management Maintenance Mechanic Specialist (M21)  | Overcome by Events         |
| 271 | 5/16/2016 | Settlement Agreement for David MacDonald (B52149)   | Overcome by Events         |
| 272 | 5/17/2016 | Settlement Agreement for Terrell Edgerton (B20499)  | Overcome by Events         |
| 273 | 5/18/2016 | O04 First Shift Training (May 19-22, 2016)  | Overcome by Events         |
| 274 | 5/19/2016 | Department 09 Sea Trials  | Carry Forward              |
| 275 | 5/19/2016 | O04 Specialist Model Addendum   | Carry Forward              |
| 276 | 5/19/2016 | Life Raft Launching System  | Carry Forward              |
| 277 | 5/20/2016 | Aqua Miser Model E25 High Pressures Wash Units - sent out for repair                                      | Overcome by Events         |
| 278 | 6/6/2016  | Tyler Mathieu's Reinstatement Agreement   | Overcome by Events         |
| 279 | 6/6/2016  | Terrance Gerow (B21182) ad Desmond Gagne (B21176) Reinstatement   | Overcome by Events         |
| 280 | 6/16/2016 | Distance Learning Accommodations for Electrical Apprentice John Fikus                                     | Overcome by Events         |
| 281 | 6/23/2016 | Settlement Agreement Regarding Richard Pye's Reinstatement  | Overcome by Events         |
| 282 | 6/27/2016 | T12 Tugboat Operator Position   | Carry Forward              |
| 283 | 6/30/2016 | Norman Robshaw (B04416) Transfer into T04   | Overcome by Events         |
| 284 | 7/1/2016  | Russell Estes (B07570) Written Warning in lieu of Suspension  | Overcome by Events         |
| 285 | 7/12/2016 | Addison Pipe Bender Waterjet Cutting System   | Carry Forward - Historical |
| 286 | 7/12/2016 | Settlement Agreement for Benjamin Pieciak   | Overcome by Events         |
| 287 | 7/18/2016 | S02 Trade Changes (Trial basis to be reviewed, revised as necessary and/or carried forward in Sept. 2016) | Carry Forward              |
| 289 | 7/20/2016 | Machinist (M04) Progression Model - Addendum  | Carry Forward              |
| 290 | 7/21/2016 | M04 to work at EBMF for One (1) Day to Train  | Overcome by Events         |
| 291 | 7/22/2016 | Y02 Brian Lagasse (B19547) & Y02 Jeremy Burgess (B19236) Special Shift                                    | Overcome by Events         |
| 292 | 8/8/2016  | Adam Ward (B16992)  | Overcome by Events         |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                    |
|-----|------------|--|--------------------|
| 293 | 8/11/2016  | E02 Specialist Progression Model Addendum  | Overcome by Events |
| 294 | 8/12/2016  | BMDA Weld Footage Calculations (Beginning 8/15/16 for 3 wks)   | Overcome by Events |
| 295 | 8/17/2016  | Grievance Extension for B0504-15   | Overcome by Events |
| 296 | 8/31/2016  | P18 Systems Watch  | Carry Forward      |
| 297 | 9/1/2016   | BMDA Weld Footage Calculations Extended  | Overcome by Events |
| 298 | 9/12/2016  | Aaron Davis Settlement Agreement for B0327-15  | Overcome by Events |
| 299 | 9/13/2016  | E02 Specialist Training (Davidson, Swimm) Beginning 9/13/16  | Overcome by Events |
| 300 | 9/16/2016  | Settlement Agreement B0063-15, B0510-14 (\$12,000)   | Overcome by Events |
| 301 | 9/20/2016  | E02 Specialist Training (Davidson, Swimm, Collins) Beginning 9/13/16   | Overcome by Events |
| 302 | 9/23/2016  | Site specific terms and conditions for LS6-represented employee performing work in Norfolk, Virginia, DDG 1000 | Overcome by Events |
| 303 | 9/27/2016  | Progression Matrix for New Members of the P18 Systems Watch Crew   | Carry Forward      |
| 304 | 9/28/2016  | Settlement of Grievances BZ138-16, B0095-15, B0502-14  | Overcome by Events |
| 305 | 9/28/2016  | Pre-Arb BPOR Settlement Agreement (AAA 01-14-0001-1142 and 01-15-0002-4447)                                    | Overcome by Events |
| 306 | 10/6/2016  | S06 Loan into I02  | Overcome by Events |
| 307 | 10/24/2016 | Hazardous Material Shipping  | Carry Forward      |
| 308 | 10/26/2016 | Grade AA Specialist GTAW Assessment Timeline Run Rules (Replaces 8/26/2014 MOA)                                | Carry Forward      |
| 309 | 10/26/2016 | Grade A and B GTAW Training Timeline Run Rules (Replaces 8/26/2014 MOA)  | Carry Forward      |
| 310 | 10/27/2016 | Lump Sum Payments for Employees on Voluntary Layoff (P18, O04, E02)  | Overcome by Events |
| 311 | 10/28/2016 | P18 Voluntary Layoff - Shawn Boyce   | Overcome by Events |
| 312 | 10/31/2016 | Grievance B0093-13   | Overcome by Events |
| 313 | 10/31/2016 | P18 Charles Leavitt (B19584) Voluntary Layoff (11/16/16 - 12/5/16)   | Overcome by Events |
| 314 | 11/2/2016  | S-GAS Lifting Pads Settlement Agreement  | Overcome by Events |
| 315 | 11/11/2016 | Class of 2017 Apprentices allowed to apply for PDP   | Overcome by Events |
| 316 | 11/16/2016 | Hull 507 Overtime for Saturday, November 19  | Overcome by Events |
| 317 | 11/17/2016 | Hull 507 Overtime for Sunday, November 20  | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |   |                            |
|-----|------------|---|----------------------------|
| 318 | 11/18/2016 | M03 and M21 Operating Pay Loader for Removal of Snow                        | Carry Forward              |
| 319 | 11/18/2016 | Grievances B0063-15 & B0510-14  | Overcome by Events         |
| 320 | 11/21/2016 | While Assigned Rate (WAR) Ultra High Solid Paint                            | Carry Forward              |
| 321 | 12/7/2016  | Addison Pipe Bending Work Subcontracting                                    | Overcome by Events         |
| 322 | 12/7/2016  | Code 10s for 2200 Unit in Ultra Hall  | Overcome by Events         |
| 323 | 12/7/2016  | Winter Shutdown 2016 Overtime Offer   | Overcome by Events         |
| 324 | 12/8/2016  | 09 OC Operating Crew DDG 1000   | Carry Forward - Historical |
| 325 | 12/8/2016  | Brian Gallant (B00304) Medicare Part B                                      | Carry Forward - Historical |
| 326 | 12/21/2016 | Loans Ending on December 25, 2016   | Overcome by Events         |
| 327 | 12/21/2016 | Extension of Voluntary Layoff   | Overcome by Events         |
| 328 | 12/22/2016 | 2016 winter Shutdown Overtime Offer Steam Patrol                            | Overcome by Events         |
| 329 | 1/4/2017   | Pre-Arb Settlement for Mike Brooks (B0579-15, AAA 01-16-0003-3074)          | Overcome by Events         |
| 330 | 1/6/2017   | Special Shift for one P18 to work both 1st & 2nd Shift on H603 (1/6-9/17)   | Overcome by Events         |
| 331 | 1/9/2017   | Special Shift for one P18 to work both 1st & 2nd Shift on H603 (1/10-13/17) | Overcome by Events         |
| 332 | 1/13/2017  | Special Shift for one P18 to work 1st shift (1/16-20/2017)                  | Overcome by Events         |
| 333 | 1/5/2017   | Overtime Shift for Incline Testing (for January 7, 2016)                    | Overcome by Events         |
| 334 | 1/19/2017  | Special Shift for one P18 to work 1st shift (1/21-22/17)                    | Overcome by Events         |
| 335 | 1/19/2017  | Special Shift Harding's Material Control Services                           | Overcome by Events         |
| 336 | 1/20/2017  | Special Shift for one P18 to work 1st shift (1/23-27/17)                    | Overcome by Events         |
| 337 | 1/25/2017  | Overtime Shift for Incline Test Hull 507                                    | Overcome by Events         |
| 338 | 1/26/2017  | Special Shift for one P18 to work 1st shift on H603 (1/28-2/3/17)           | Overcome by Events         |
| 340 | 2/2/2017   | Special Shift for one P18 to work 1st shift on H603 (2/4 & 2/5/17)          | Overcome by Events         |
| 341 | 2/3/2017   | Special Shift for one P18 to work 1st shift on H603 (2/6-2/10/17)           | Overcome by Events         |
| 342 | 2/23/2017  | Loan Agreement for LS7 53PTs Loaned into LS6 I02                            | Overcome by Events         |
| 343 | 2/24/2017  | B0435-14 Loadout of Vertical Launching System (VLS)                         | Carry Forward              |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |   |                    |
|-----|-----------|---|--------------------|
| 344 | 2/27/2017 | Settlement Agreement for John Upham (griev. B0539-15) \$1,000                             | Overcome by Events |
| 345 | 3/2/2017  | Special Shift for IVCF Mainframe Hook-UP  | Overcome by Events |
| 346 | 3/7/2017  | Arbitration Settlement (B0449-15 Randall Snow, et al.)                                    | Overcome by Events |
| 347 | 3/7/2017  | Special Shift for March 8, 2017 for Levi Benner (B17118) & William Parmenter (B07358)     | Overcome by Events |
| 348 | 3/20/2017 | Special Shift for March 23, 2017 (L Benner, W Parmenter)                                  | Overcome by Events |
| 349 | 3/29/2017 | Grievance No. BZ398-08 / Repairs to Temp Vent   | Carry Forward      |
| 350 | 3/29/2017 | Special Shift for Hull 603 for Snow Shoveling   | Overcome by Events |
| 351 | 3/29/2017 | Special Shift for Hull 508 for Aegis Light Off (April 1,2, 2017)                          | Overcome by Events |
| 352 | 4/5/2017  | Material Control Services   | Overcome by Events |
| 353 | 4/6/2017  | (20) Fire Hose Reels - Fabricated at Trade School   | Overcome by Events |
| 354 | 4/14/2017 | Eric Lane (B19383) Payroll Adjustment   | Overcome by Events |
| 355 | 4/17/2017 | Grievance H0061-11 (AAA# 112012000418)  | Overcome by Events |
| 356 | 4/19/2017 | One-Time E02 Alternate Specialist Eligibility Model                                       | Overcome by Events |
| 357 | 4/25/2017 | Extend Joseph Rushlau's (B22174) Probationary Period                                      | Overcome by Events |
| 358 | 5/1/2017  | Second Shift Respirator Room Second Shift Bath (H18s: Cunningham, Burnham)                | Overcome by Events |
| 359 | 5/1/2017  | Settlement Agreement / Grievance H0061-11   | Overcome by Events |
| 360 | 5/3/2017  | EBMF Welding School Bridge  | Carry Forward      |
| 361 | 5/3/2017  | Settlement Agreement for B0071-14 (AAA 01-14-0001-9879) \$7,150                           | Overcome by Events |
| 362 | 5/8/2017  | Extend Jacob Crane's (B22177) Probationary Period   | Overcome by Events |
| 363 | 5/10/2017 | Settlement Agreement for Charles Wright (B07421)  | Overcome by Events |
| 364 | 5/17/2017 | C70 Crane Operators Advancement to Grade A and Grade AA                                   | Carry Forward      |
| 365 | 6/5/2017  | (10) Pipe Segment Marker Jigs Fabricated at Trade School                                  | Overcome by Events |
| 366 | 6/23/2017 | LS6 Represented Employees Performing work in Everett WA on DDG92 Modernization and Repair | Overcome by Events |
| 367 | 6/26/2017 | Pipe Fitters with the Skill of Brazing Specialists Model                                  | Carry Forward      |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |  |                    |
|-----|-----------|--|--------------------|
| 368 | 7/12/2017 | E02 Pam Beaulieu (B20739) Voluntary Layoff (7/14/17 - 9/11/17)                                     | Overcome by Events |
| 369 | 7/12/2017 | E02 James Walton II (B21165) Voluntary layoff (7/14/17 - 8/14/17)                                  | Overcome by Events |
| 370 | 7/12/2017 | E02 Andrew Beck (B20798) Voluntary Layoff (7/14/17 - 9/11/17)                                      | Overcome by Events |
| 371 | 7/13/2017 | E02 Ken Veniot (B20050) Voluntary Layoff (7/14/17 - 8/14/2017)                                     | Overcome by Events |
| 372 | 7/13/2017 | E02 Ken Veniot (B20050) Voluntary Layoff (7/14/17 - 9/11/17)                                       | Overcome by Events |
| 373 | 7/13/2017 | E02 Nathan Lyons (B19956) Voluntary Layoff (7/14/17 - 8/14/2017)                                   | Overcome by Events |
| 374 | 7/13/2017 | E02 Brad Devoe (B20980) Voluntary Layoff (7/14/17 - 9/11/2017)                                     | Overcome by Events |
| 375 | 7/13/2017 | E02 Michael Fonseca (B20197) Voluntary Layoff (7/14/2017 - 9/11/2017)                              | Overcome by Events |
| 376 | 7/14/2017 | LS6 Employee Performing Work in Yokosuka, Japan / DDG 62, Fitzgerald                               | Overcome by Events |
| 377 | 7/14/2017 | Continuation Special Shift Harding's (ends 8/13/17)  | Overcome by Events |
| 378 | 7/14/2017 | E02 James Luce (B09491) Voluntary Layoff (7/14/17 - 9/11/17)                                       | Overcome by Events |
| 379 | 7/14/2017 | E02 Dylan Leeman (B20249) Voluntary Layoff (7/14/17 - 8/14/17)                                     | Overcome by Events |
| 380 | 7/24/2017 | Special Shift E02's (July 25 & 26, 2017)   | Overcome by Events |
| 381 | 7/25/2017 | Settlement Agreement for Ed Hill (B10562)  | Overcome by Events |
| 382 | 8/3/2017  | Work Order Identification on S-Glass Pieces  | Carry Forward      |
| 383 | 8/3/2017  | O04 Special Shift (H603) August 5,6, 2017  | Overcome by Events |
| 384 | 8/4/2017  | Extension of E02 Loans   | Overcome by Events |
| 385 | 8/8/2017  | Special Shift (H18s: Cunningham, Burnham, Osmond)  | Carry Forward      |
| 386 | 8/10/2017 | Electrician (E02) Voluntary Layoffs  | Overcome by Events |
| 387 | 8/11/2017 | Electrician (E02) Voluntary Layoff Extension   | Overcome by Events |
| 388 | 8/24/2017 | LS6 represented employee performing work in San Diego, California on the DDG 60, USS Paul Hamilton | Overcome by Events |
| 389 | 8/25/2017 | Settlement Agreement for 56 Pieces of Pipe Built by Houston Pipe Co.                               | Overcome by Events |
| 390 | 9/7/2017  | Mark Jones B19385  | Overcome by Events |
| 391 | 9/15/2017 | Special Shift E02 (Begins 9/21/17)   | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                            |
|-----|------------|--|----------------------------|
| 392 | 9/15/2017  | O04 Special Shift, H603 for Saturday, 9/16/17  | Overcome by Events         |
| 393 | 9/17/2017  | Special Overtime Shifts for H603   | Overcome by Events         |
| 394 | 9/17/2017  | Special Overtime Shifts for H508 Watch Standers  | Overcome by Events         |
| 395 | 9/17/2017  | Special Overtime Shifts for H508 090C  | Overcome by Events         |
| 396 | 9/22/2017  | LS6 represented employee attending identification Friend or Foe (IFF) system training at the Naval Air Warfare Center in St. Indigos, MD | Overcome by Events         |
| 397 | 9/22/2017  | LS6 represented employees attending training at Maine Maritime Academy(MMA) in Castine, Maine  | Overcome by Events         |
| 398 | 9/26/2017  | Sea Trials C02s  | Carry Forward              |
| 399 | 10/2/2017  | Building 1 & Building 3 Office Renovation Project  | Overcome by Events         |
| 400 | 10/17/2017 | S06 Tending at Hardings and EBMF   | Carry Forward              |
| 401 | 10/18/2017 | LS6 represented employee performing work in San Diego, California on the DDG 60, USS Paul Hamilton                                       | Overcome by Events         |
| 402 | 10/20/2017 | Maintenance Mechanic Specialist (M20)  | Carry Forward              |
| 403 | 10/20/2017 | Maintenance Mechanic Specialist (M21)  | Carry Forward              |
| 404 | 10/24/2017 | Large Purchased Tent Assembly and Disassembly on Ships   | Carry Forward              |
| 405 | 10/31/2017 | While Assigned Rate (WAR) for Titanium Welding   | Carry Forward              |
| 406 | 10/31/2017 | Overtime polling for 1st shift on Oct 31 due to plant shutdown on Oct 30, 2017   | Overcome by Events         |
| 407 | 11/3/2017  | 2017-2018 Snow Removal Policy  | Carry Forward - Historical |
| 408 | 11/10/2017 | Special Shift for November 12, 2017 Sewer Meter Job  | Overcome by Events         |
| 409 | 11/20/2017 | Two Person Welder Carrier  | Overcome by Events         |
| 410 | 11/21/2017 | Two Person 5 Gallon Bucket Carrier   | Overcome by Events         |
| 411 | 11/21/2017 | Overtime for 2017 Thanksgiving Weekend(Saturday and Sunday)  | Overcome by Events         |
| 412 | 11/21/2017 | Sharon Morton (B50775)/2017 Lump Sum   | Overcome by Events         |
| 413 | 11/22/2017 | Shuttle for Main Lot Paving Project  | Overcome by Events         |
| 414 | 11/28/2017 | Electrician (E02) Voluntary Layoffs  | Overcome by Events         |
| 415 | 11/29/2017 | Code 10s 12/4/2017 through 12/11/2017  | Overcome by Events         |
| 416 | 11/30/2017 | Sea Trial (Goes with carpenter shop sea trial)   | Carry Forward - Historical |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                    |
|-----|------------|--|--------------------|
| 417 | 12/4/2017  | 09 OC Watch During Trials  | Overcome by Events |
| 418 | 12/6/2017  | LS6 represented employees attending HFDAG/DMR training in St. Indigos, MD  | Overcome by Events |
| 419 | 12/7/2017  | W12 Additional AA Specialist Training  | Overcome by Events |
| 420 | 12/18/2017 | Snow Removal Local S6 Union Hall Parking Lot   | Overcome by Events |
| 421 | 12/21/2017 | LS6 Represented Employee Performing Work in Yokosuka, Japan, on DDG 56, McCain   | Overcome by Events |
| 422 | 12/22/2017 | Fairpoint Building Storage   | Overcome by Events |
| 423 | 1/3/2018   | Fairpoint Facility - Material Storage Only   | Overcome by Events |
| 424 | 1/3/2018   | LS6 Represented Employee Performing Work in Yokosuka, Japan, on DDG 56, McCain (Jan 6 - 12, 2018)  | Overcome by Events |
| 425 | 1/8/2018   | Addendum (2) to 9/26/17 CO2 Sea Trial MOA  | Overcome by Events |
| 426 | 1/11/2018  | Dept. 15 OC Support Prior to Hull 603 Trials   | Overcome by Events |
| 427 | 1/11/2018  | Dept. 15 OC Support H508 Chill Water Flush   | Overcome by Events |
| 428 | 1/12/2018  | Harding's/EBMF C70s / refresher training   | Overcome by Events |
| 429 | 1/18/2018  | LS6 represented employee attending MK41 Vertical Launching System(VLS) In-Service Engineering Agent(ISEA)/ Field Service Representative(FSR) Course in Port Hueneme California | Overcome by Events |
| 430 | 1/24/2018  | E02 Loan to M21  | Overcome by Events |
| 431 | 1/25/2018  | Dept. 15 OC Support H508 Chill Water Flush   | Overcome by Events |
| 432 | 1/29/2018  | Welder (W12) Training  | Overcome by Events |
| 433 | 1/30/2018  | H603 Pre Sea Trial Event   | Overcome by Events |
| 434 | 1/31/2018  | Dept. 09 Special Shift for Shaft Sights H604   | Overcome by Events |
| 435 | 2/2/2018   | Electrician (E02) Voluntary Layoffs  | Overcome by Events |
| 436 | 2/2/2018   | LS6 represented employees supporting HVAC Testing on USS Roosevelt, DDG-80 at Naval Station Mayport in Jacksonville, Florida   | Overcome by Events |
| 437 | 2/7/2018   | Insulator (I02) Voluntary Layoffs  | Overcome by Events |
| 438 | 2/22/2018  | Dept. 09 Special Shift for Shafting Evolution on H604  | Overcome by Events |
| 439 | 2/26/2018  | Not to Withhold any used and not accrued CTO from the next paycheck of Electricians who are being laid off on 2/23/2018 and returning to work in another trade                 | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |   |                    |
|-----|-----------|---|--------------------|
| 440 | 3/1/2018  | James Hanna (B06397)  | Overcome by Events |
| 441 | 3/1/2018  | AAA 01-17-0007-7116 (Grievance No. B0196-17), Michael Fonseca (B20197)  | Overcome by Events |
| 443 | 3/5/2018  | ERT Team - Sea Trials   | Carry Forward      |
| 444 | 3/9/2018  | withhold any used and not accrued compensated time off(CTO) from insulators who are being laid off on 3/9/2018  | Overcome by Events |
| 445 | 3/12/2018 | Electrician (E02) Voluntary Layoffs   | Overcome by Events |
| 446 | 3/15/2018 | Cordless Power Tools  | Carry Forward      |
| 447 | 3/15/2018 | Preservation Technician (P10) Voluntary Layoffs   | Overcome by Events |
| 448 | 3/22/2018 | Dept 15 OC (DC) Support Prior to Hull 508 Trials  | Overcome by Events |
| 449 | 3/26/2018 | Fire Hose Reels   | Overcome by Events |
| 450 | 4/2/2018  | Insulator(I02) Voluntary Layoffs  | Overcome by Events |
| 451 | 4/2/2018  | Electrician (E02) Voluntary Layoffs   | Overcome by Events |
| 452 | 4/3/2018  | Main Turbine Gear Change Out  | Overcome by Events |
| 453 | 4/3/2018  | Harding's Roofs and PO2 Roof Projects   | Overcome by Events |
| 454 | 4/4/2018  | Not to Withhold Any Used and Not Accrued CTO From Next Paycheck of P10 Being Laid Off on 4/13/2018 and Returning 4/23/2018 (Duplicate of 4/10/18 MOA) | Overcome by Events |
| 455 | 4/10/2018 | Clean Harbors work on the dry dock  | Overcome by Events |
| 456 | 4/10/2018 | P10 CTO (Duplicate of 4/4/18 MOA)   | Overcome by Events |
| 457 | 4/11/2018 | Use of Orion Training Center at Brunswick Landing   | Overcome by Events |
| 458 | 4/12/2018 | Use of Fairpoint Building   | Carry Forward      |
| 459 | 4/12/2018 | Training Center Work Bench and Burning Mock   | Overcome by Events |
| 460 | 4/16/2018 | P10 Layoff  | Overcome by Events |
| 461 | 4/24/2018 | Pilot Programs for gas line marking and unplugging  | Overcome by Events |
| 462 | 4/27/2018 | Y02 Loan into Maintenance   | Overcome by Events |
| 463 | 5/1/2018  | Preservation Technician (P10) Voluntary Layoffs   | Overcome by Events |
| 464 | 5/4/2018  | S40 Loan into Maintenance in Lieu of Subcontracting   | Overcome by Events |
| 465 | 5/9/2018  | Robbie Robbins (B19258) 20 day suspension   | Overcome by Events |



**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |   |                    |
|-----|-----------|---|--------------------|
| 466 | 5/10/2018 | Special Overtime Shift for Furnace Operations<br>Job #9509-F001 at the Harding Facility         | Overcome by Events |
| 467 | 5/14/2018 | Recall of E02s from Layoff  | Overcome by Events |
| 468 | 5/21/2018 | Settlement Agreement B0058-17 (W12<br>Performing L40 Work)                                      | Carry Forward      |
| 469 | 5/29/2018 | Settlement Agreement for P10's (Griev. B0020-<br>17) \$6,000                                    | Overcome by Events |
| 470 | 5/31/2018 | Recall of E02s from Layoff (Extension)  | Overcome by Events |
| 471 | 5/31/2018 | LS6 represented electricians performing repairs<br>on the USS John S. McCain in Yokosuka, Japan | Overcome by Events |
| 472 | 6/1/2018  | B0060-17 (AAA 01-17-0005-1587) Settlement<br>for Absence Codes (4DP, 15, 6FH, 15L, 17, 18)      | Carry Forward      |
| 473 | 6/5/2018  | TTS Controls / Power Trolley  | Overcome by Events |
| 474 | 6/5/2018  | Transporter   | Overcome by Events |
| 475 | 6/5/2018  | Kuraki Control Upgrade or Replacement   | Overcome by Events |
| 476 | 6/5/2018  | Electrical Sub-Stations   | Overcome by Events |
| 477 | 6/5/2018  | Press Brake EBMF  | Overcome by Events |
| 478 | 6/5/2018  | Lathe Machine Shop  | Overcome by Events |
| 479 | 6/6/2018  | Recall of E02s from Layoff  | Overcome by Events |
| 480 | 6/6/2018  | Power Outage Hull Support   | Overcome by Events |
| 481 | 6/8/2018  | Special Shift for Power Outage Support  | Overcome by Events |
| 482 | 6/8/2018  | LS6 represented electricians performing repairs<br>on the USS John S. McCain in Yokosuka, Japan | Overcome by Events |
| 483 | 6/11/2018 | S40 Loan into M04 at Harding Facility (loan<br>ended on 7/29/2018)                              | Overcome by Events |
| 484 | 6/11/2018 | P10 Loan into H18 at Consolidated Warehouse<br>(Jun 4 - Aug 5, 2018)                            | Overcome by Events |
| 485 | 6/11/2018 | Crane Controls Upgrade (#9,#10, #5) #19<br>Preservation   | Carry Forward      |
| 486 | 6/12/2018 | New Compressors and Compressor Room /<br>Replace Compressor in Blast 3                          | Carry Forward      |
| 487 | 6/14/2018 | Small Parts Burning   | Overcome by Events |
| 488 | 6/14/2018 | Steel Preservation Building and Steel<br>Preservation Conveyor System                           | Carry Forward      |
| 489 | 6/14/2018 | HGG Move  | Overcome by Events |
| 490 | 6/14/2018 | A-Bay Crane   | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |  |                    |
|-----|-----------|--|--------------------|
| 491 | 6/15/2018 | L40 Work Assignment / Settlement Agreement / Core Trade Work / Griev. B0026-17   | Carry Forward      |
| 492 | 6/18/2018 | LS6 represented employee attending MK41 Vertical Launching System(VLS) In-Service Engineering Agent(ISEA)/ Field Service Representative(FSR) Course in Port Hueneme California | Overcome by Events |
| 493 | 6/18/2018 | LS6 Represented Mechanics Performing Repairs on the USS Vela Gulf in Norfolk Virginia  | Overcome by Events |
| 494 | 6/21/2018 | Addendum to LS6 Represented Mechanics Performing Repairs on USS Vela Gulf in Norfolk, Virginia (Personal Vehicles)   | Overcome by Events |
| 495 | 6/25/2018 | Grievance Scheduling / Timeframes for the Week of July 2-8, 2018   | Overcome by Events |
| 496 | 6/25/2018 | Recall of P10s from Layoff   | Overcome by Events |
| 497 | 6/28/2018 | P18 Loan into M21 (July 2 - Sep 2, 2018)   | Overcome by Events |
| 498 | 7/11/2018 | Temporary Shower Trailer on the Dry Dock   | Overcome by Events |
| 499 | 7/12/2018 | P10 Loan into Maintenance (M21)  | Overcome by Events |
| 500 | 7/13/2018 | E02 Loan into Maintenance  | Overcome by Events |
| 501 | 7/16/2018 | S40 Loan into M04 at Harding Facility - Revision   | Overcome by Events |
| 502 | 7/18/2018 | M04 Road Trip to New Hampshire   | Overcome by Events |
| 503 | 7/23/2018 | Manufacturing of Sonar Dome Dies for the 500 Ton Press   | Overcome by Events |
| 504 | 7/29/2018 | End of S40 Loan into M04 at Harding  | Overcome by Events |
| 505 | 7/30/2018 | M04 & M20 Road Trip to Connecticut   | Overcome by Events |
| 506 | 8/7/2018  | LLTF Panzer Belts  | Carry Forward      |
| 507 | 8/7/2018  | M20 Specialist Model (Replaced by 7/12/2019 MOA)   | Overcome by Events |
| 508 | 8/20/2018 | Probation Extension for Joshua Ohrenberger (B22911)  | Overcome by Events |
| 509 | 8/28/2018 | AAA 01-18-0001-5943 (H0001-18) H18s  | Overcome by Events |
| 510 | 9/4/2018  | Probation Extension for Evelyn Underwood (B22774)  | Overcome by Events |
| 511 | 9/6/2018  | LS6 Represented Employees Attending Sonar Training in Chesapeake, Virginia   | Overcome by Events |
| 512 | 9/14/2018 | Turnstile Upgrades   | Carry Forward      |
| 513 | 9/25/2018 | Settlement Agreement for Robert McMillan (Griev. B0019-16) 28' S.T.  | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                    |
|-----|------------|--|--------------------|
| 514 | 9/28/2018  | Addendum to MOA dated 6/8/2018 - Represented Employees Performing Repairs on USS John McCain, Yokosuka, Japan      | Overcome by Events |
| 515 | 10/4/2018  | W12 Loans While Hiring (Loan w/end 10/28/18)   | Overcome by Events |
| 516 | 10/16/2018 | Settlement Agreement for Jon Mitchell Jr. (Griev. B0393-14) 50' S.T.   | Overcome by Events |
| 517 | 10/17/2018 | Removal of Aft Poppet Side Towers  | Overcome by Events |
| 518 | 10/19/2018 | P10 Loan to M20 (Oct 22, 18 - Feb 24, 2019)  | Overcome by Events |
| 519 | 10/22/2018 | Snow Removal for LS6 Union Hall 2018-2019 Winter Season  | Overcome by Events |
| 520 | 10/27/2018 | Lump Sum Payments for Employees on Voluntary Layoff (Exact duplicate of 10/27/2016 MOA - put in 2018 by mistake)   | Overcome by Events |
| 521 | 11/5/2018  | Shane Emery (22115) Defer of Academic Portion of Apprenticeship  | Overcome by Events |
| 522 | 11/6/2018  | Robotic Welder Disposition   | Overcome by Events |
| 523 | 11/7/2018  | Fair Point Build Industrialization Phase #1  | Carry Forward      |
| 524 | 11/8/2018  | Zinc Installation at EBMF (VCHT tanks)   | Carry Forward      |
| 525 | 11/8/2018  | Special Shift for S18s (11/9/18 - 11/11/18)  | Overcome by Events |
| 526 | 11/9/2018  | Operation of Off Shift Shuttle Van   | Carry Forward      |
| 527 | 11/9/2018  | STRB Aft Line Shaft Corrosion  | Overcome by Events |
| 528 | 11/9/2018  | Vacuuming the Assembly Building  | Overcome by Events |
| 529 | 11/12/2018 | Ultra High Pressure Water Blasting Hull 604 (NOT same as 12/6/18 MOA)  | Overcome by Events |
| 530 | 11/12/2018 | Grievance Scheduling/Timeframes for the Week of November 19-23, 2018   | Overcome by Events |
| 531 | 11/13/2018 | Clean Harbors Vacuuming Under Hull 604   | Overcome by Events |
| 532 | 11/16/2018 | Operation of Off Shift Shuttle Van - Clarification (Goes with MOA dated 11/9/18)                                   | Carry Forward      |
| 534 | 12/6/2018  | Ultra High Pressure Water Blasting Hull 604 (NOT same as 11/12/18 MOA)   | Overcome by Events |
| 535 | 12/12/2018 | Clarification of Grade B Test Assembly Requirements / W12  | Carry Forward      |
| 536 | 1/2/2019   | LS6 Represented Employees Performing Work in Norfolk, Virginia, at BAE Systems Ship Repair (Jan 5 - Jan 8, 2019)   | Overcome by Events |
| 537 | 1/3/2019   | Special Shift for M20Todd Mulherin (B00207)  | Overcome by Events |
| 538 | 1/8/2019   | LS6 Represented Employees Performing Work in Norfolk, Virginia, At BAE Systems Ship Repair (Jan 14 - Jan 15, 2019) | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |  |                    |
|-----|-----------|--|--------------------|
| 539 | 1/15/2019 | Merit Increase for Jesse Cournoyer (B22482)  | Overcome by Events |
| 540 | 1/16/2019 | Large ESAB Burning Machine Installation  | Overcome by Events |
| 541 | 1/17/2019 | Harding's Manufactured Parts   | Overcome by Events |
| 542 | 1/18/2019 | Overtime Application for Underwater Hull Spray Painting                                    | Carry Forward      |
| 543 | 1/18/2019 | Settlement B0168-13, P10s, et al.  | Overcome by Events |
| 544 | 1/25/2019 | Settlement B0085-18, Dachmon Ruge  | Overcome by Events |
| 545 | 1/29/2019 | Probation Extension for Jeraime Finnemore (B23140)   | Overcome by Events |
| 546 | 1/29/2019 | HVO Steps  | Overcome by Events |
| 547 | 1/31/2019 | Loan Exception for Foam Spray Job (H521)   | Overcome by Events |
| 548 | 1/31/2019 | P10 Loan to E02 While Hiring (Loan w/end by 2/24/19)                                       | Overcome by Events |
| 549 | 2/15/2019 | Loans Out of The O04 Classification  | Overcome by Events |
| 550 | 2/28/2019 | Probation Extension for Jason Stitham (B23484)   | Overcome by Events |
| 551 | 3/1/2019  | New Piping Between the Building 29 and 5-Skids   | Overcome by Events |
| 552 | 3/12/2019 | Use of the Orion Training Center at Brunswick Landing                                      | Overcome by Events |
| 553 | 3/12/2019 | EBMF Canopy Enclosure  | Overcome by Events |
| 554 | 3/12/2019 | LS6 Represented Employees Performing Work in Norfolk, Virginia, At BAE Systems Ship Repair | Overcome by Events |
| 555 | 3/12/2019 | Settlement Agreement for Dana Washburn (Griev. BZ043-16) 4 Hrs O.T.                        | Overcome by Events |
| 556 | 3/21/2019 | Platform Modifications for the ER#1, ER#2, AMR#1 and AMR#2 Mock Pilots for the DDG51s      | Overcome by Events |
| 557 | 3/21/2019 | Out of Town Trip to Springfield Massachusetts  | Overcome by Events |
| 558 | 3/21/2019 | Settlement Agreement S40's et al (Griev. B0100-17) 12Hrs S.T.                              | Overcome by Events |
| 559 | 3/27/2019 | Settlement Steven Hartley (B14354)   | Overcome by Events |
| 560 | 3/29/2019 | Special Shift for March 30, 19 for Ultra 2000 Unit Move                                    | Overcome by Events |
| 561 | 4/2/2019  | 48' Container Bathroom   | Overcome by Events |
| 562 | 4/2/2019  | W12 Hiring and Loans   | Overcome by Events |
| 563 | 4/12/2019 | Adjustable Spreader Bar-Harding Facility 2020 Project                                      | Overcome by Events |
| 564 | 4/12/2019 | Saw Horses   | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |   |                    |
|-----|-----------|---|--------------------|
| 565 | 4/18/2019 | Overtime Across Shifts  | Carry Forward      |
| 566 | 4/18/2019 | Dry Dock Upgrades   | Overcome by Events |
| 567 | 4/24/2019 | Shape Racks for the T-Cars - Harding Facility 2020 Project  | Overcome by Events |
| 568 | 4/24/2019 | Settlement Agreement for Vacuum Issuance (9/27/2002 MOA remains active) 20 Hrs S.T.                                     | Overcome by Events |
| 569 | 5/7/2019  | Settlement Agreement for E02 At Sea Assignments   | Overcome by Events |
| 570 | 5/20/2019 | Special Shift Notice for H520 Flushing of Systems on 5/20/2019.   | Overcome by Events |
| 571 | 5/28/2019 | Clean Harbors Power Washing Underwater Hull on 520  | Overcome by Events |
| 572 | 5/30/2019 | Twin ESAB Buring Machine Installation   | Overcome by Events |
| 573 | 5/30/2019 | Harding Black Warehouse Siding Installation   | Carry Forward      |
| 574 | 6/5/2019  | Settlement Agreement for Amy Segars (Griev. B0043-19)   | Overcome by Events |
| 575 | 6/13/2019 | S40 Temporary Volunteers to 2 <sup>nd</sup> and 3 <sup>rd</sup> Shift for Workleaders or Instructors (Expires 5/2/2020) | Overcome by Events |
| 576 | 6/13/2019 | S40 Retention & Development Model   | Carry Forward      |
| 577 | 6/13/2019 | Hairpin Safety Sign Brackets  | Overcome by Events |
| 578 | 6/13/2019 | W12 Loan to M20 While Hiring (Starts 6/17/19 for 4 months)  | Overcome by Events |
| 579 | 6/13/2019 | W12 Loan to E02 While Hiring (Starts 6/17/19 for 2 months)  | Overcome by Events |
| 580 | 6/19/2019 | S40 Loan into M20   | Overcome by Events |
| 581 | 6/24/2019 | Grievance Scheduling / Timeframes for the Week of July 1-5, 2019 Signed by Rob Jacobs                                   | Overcome by Events |
| 582 | 6/24/2019 | Grievance Scheduling / Timeframes for the Week of July 1-5, 2019 Signed by Rock Grenier                                 | Overcome by Events |
| 583 | 6/27/2019 | Suspension in Lieu of Discharge for Austin Schmidt (B23888)   | Overcome by Events |
| 584 | 6/27/2019 | Probation Extension for Zachary Bradford (B23547)   | Overcome by Events |
| 585 | 6/27/2019 | C70 Overtime Polling  | Overcome by Events |
| 586 | 7/1/2019  | Powder Coat Equipment Installation at the Fairpoint Building  | Carry Forward      |
| 587 | 7/1/2019  | (3) W12s Loaned into M20 (Lash, Perkins, Havlock)   | Overcome by Events |
| 588 | 7/2/2019  | Special Shift for Trevor Ward (B21307)  | Overcome by Events |
| 589 | 7/2/2019  | Breathe-Airline Locks   | Overcome by Events |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |   |                    |
|-----|------------|---|--------------------|
| 590 | 7/9/2019   | Settlement Agreement for William Jackson (B20692) Griev. B0072-18                   | Overcome by Events |
| 591 | 7/12/2019  | Pneumatic/Vibratory Tool WAR for First Class Shipfitters                            | Carry Forward      |
| 592 | 7/12/2019  | M20 Specialist Model (Replaced the 8/7/18 MOA)                                      | Carry Forward      |
| 593 | 7/17/2019  | Settlement Agreement for Adam Towle (B22459) Griev. B0197-17                        | Overcome by Events |
| 594 | 7/19/2019  | Special Shift for Airika Beaulieu (B23199)  | Carry Forward      |
| 595 | 7/19/2019  | Settlement Agreement for Andrew Wallace (Griev. B0162-17)                           | Overcome by Events |
| 596 | 7/25/2019  | Small Assembly, BUS-Bar and Secondary Operations Relocation                         | Carry Forward      |
| 597 | 7/30/2019  | Davil Campbell Time Coverage  | Overcome by Events |
| 598 | 8/2/2019   | LS6 Braziers Performing BMDA Jurisdictional Sil-Braze Training (Expires 3/20/2022)  | Carry Forward      |
| 599 | 8/13/2019  | New Hire Relocation Allowance   | Carry Forward      |
| 600 | 8/23/2019  | Settlement Agreement for Coley Strout (B21731) Griev. B0066-18                      | Overcome by Events |
| 601 | 8/26/2019  | Roger Willeford CTO (B21442)  | Overcome by Events |
| 602 | 9/10/2019  | Subcontact - Removal of Aft Poppet Side Towers                                      | Overcome by Events |
| 603 | 9/12/2019  | Suspension for Ethan Pelkey (B24679)  | Overcome by Events |
| 604 | 9/16/2019  | Settlement Agreement for John Anker (Griev. B0165-18)                               | Overcome by Events |
| 605 | 9/19/2019  | Pre-Arb Settlement Agreement for Grievance Backlog (AAA 01-17-0001-7515) \$4,030.58 | Overcome by Events |
| 606 | 9/26/2019  | Power Outage Support on Sept 28, 29, 2019.  | Overcome by Events |
| 607 | 9/30/2019  | Operation of Second Shift Shuttle Van   | Carry Forward      |
| 608 | 10/1/2019  | Career Fair Assistance from IAMAW   | Carry Forward      |
| 609 | 10/7/2019  | Employee Referral Program   | Carry Forward      |
| 610 | 10/16/2019 | E02 At Sea Assignments  | Carry Forward      |
| 611 | 10/21/2019 | H18 Specialist Rates  | Carry Forward      |
| 612 | 10/23/2019 | Probation Extension for Zaiga Gaug (B24804)   | Overcome by Events |
| 613 | 10/24/2019 | Probation Extension for David Lockard (B24557)                                      | Overcome by Events |
| 614 | 10/24/2019 | Shape Racks for T-Cars - Harding Facility 2020 Project                              | Overcome by Events |
| 615 | 10/24/2019 | I02 Temporary Volunteers to 2nd Shift for Work Leaders or Instructors               | Carry Forward      |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |  |                    |
|-----|------------|--|--------------------|
| 616 | 10/25/2019 | 100 ton Square Pylons  | Overcome by Events |
| 617 | 10/25/2019 | Substation #3  | Overcome by Events |
| 618 | 10/25/2019 | Office Annex VAVs and Heaters  | Overcome by Events |
| 619 | 10/31/2019 | Settlement Agreement for Griev. B0086-18 / 122 Hrs S.T.                | Overcome by Events |
| 620 | 11/1/2019  | Settlement Agreement for Richard Beane (B08988)                        | Overcome by Events |
| 621 | 11/6/2019  | Aegis Complex NG Boilers   | Overcome by Events |
| 622 | 11/8/2019  | Addendum to Richard Beane Agreement (B08988)                           | Overcome by Events |
| 623 | 11/8/2019  | I02 RAM Installation Special Shift                                     | Overcome by Events |
| 624 | 11/11/2019 | Probation Extension for Shawn Collins (B24357)                         | Overcome by Events |
| 625 | 11/12/2019 | Subcontact - Removal of Poppet Side Towers                             | Overcome by Events |
| 626 | 11/12/2019 | Settlement Agreement for B0071-18 / 57 Hrs S.T.                        | Overcome by Events |
| 627 | 11/12/2019 | Settlement Agreement for B0005-18                                      | Overcome by Events |
| 628 | 11/14/2019 | Settlement Agreement for B0183-17 / 2 Hrs S.T.                         | Overcome by Events |
| 629 | 11/18/2019 | Probation Extension for Joshua Waterman (B24929)                       | Overcome by Events |
| 630 | 11/19/2019 | Settlement agreement Regarding Weston Carver CTO                       | Overcome by Events |
| 631 | 11/21/2019 | Probation Extension for Alex Deschaine (B24940)                        | Overcome by Events |
| 632 | 11/21/2019 | Snow Removal Local S6 Union Hall Parking Lot                           | Overcome by Events |
| 633 | 11/22/2019 | Grievance Scheduling / Timeframes for the Week of November 25-29, 2019 | Overcome by Events |
| 634 | 11/25/2019 | Probation Extension for Bryan Dunning (B24773)                         | Overcome by Events |
| 635 | 11/25/2019 | Special Polling for Transporter Overtime                               | Overcome by Events |
| 636 | 11/27/2019 | Chris Boucher (B16124) Negative CTO balance                            | Overcome by Events |
| 637 | 12/3/2019  | Use of Training Academy at Brunswick Landing                           | Carry Forward      |
| 638 | 12/3/2019  | Chris Hand (B21210) Repay Negative CTO Balance of 39 Hours             | Overcome by Events |
| 639 | 12/3/2019  | Dry Dock Wing Wall Access Stairway                                     | Carry Forward      |
| 640 | 12/3/2019  | 5 Crane Trestle Repairs  | Overcome by Events |
| 641 | 12/5/2019  | Addition of 2020 Floating Holiday and Use in December 2019             | Carry Forward      |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |            |   |                                     |
|-----|------------|---|-------------------------------------|
| 642 | 12/5/2019  | Working During 2019 Shutdown Days                                     | Overcome by Events                  |
| 643 | 12/6/2019  | Small Assembly, BUS-Bar and Secondary Ops Relocation                  | Carry Forward                       |
| 644 | 12/6/2019  | Harding's Manufactured Parts - thru February 15, 2020                 | Overcome by Events                  |
| 645 | 12/9/2019  | Probation Extension for Anthony Troxwell (B24965)                     | Overcome by Events                  |
| 646 | 12/10/2019 | Retiree Rehire Program  | Carry Forward                       |
| 647 | 12/10/2019 | Settlement Agreement for Huey Morse / Brev. B0278-18 \$5,000          | Overcome by Events                  |
| 648 | 12/13/2019 | Polling for 2019 Shutdown   | Overcome by Events                  |
| 649 | 12/18/2019 | Settlement Agreement for Elwin Page (Griev. B0070-18)                 | Overcome by Events                  |
| 650 | 12/19/2019 | Modification to the 8-31-2016 P18 Systems Watch MOA                   | Carry Forward                       |
| 651 | 12/19/2019 | Probation Extension for John O'Leary (B23779)                         | Overcome by Events                  |
| 652 | 12/19/2019 | Special Shift for 12/21/19 Change Boom Rope on 5-Crane                | Overcome by Events                  |
| 653 | 12/20/2019 | Grievance Scheduling / Timeframes for the Week of Dec 23- Jan 3, 2019 | Overcome by Events                  |
| 654 | 12/20/2019 | 720 Hour CTO Carryover  | Carry Forward                       |
| 655 | 1/6/2020   | iiVec Ventilation Units   | Carry Forward                       |
| 656 | 1/9/2020   | Probation Extension for Bryce Detweiler (B24787)                      | Overcome by Events                  |
| 657 | 1/13/2020  | Settlement Agreement for Andrew Murray (B20253)                       | Overcome by Events                  |
| 658 | 1/20/2020  | Harding's Manufactured Parts - thru March 22, 2020                    | Overcome by Events                  |
| 659 | 1/20/2020  | Probation Extension for Tyler Curtis (B24877)                         | Overcome by Events                  |
| 660 | 1/21/2020  | Probation Extension for Connor Nicol (B25473)                         | Overcome by Events                  |
| 661 | 1/22/2020  | Probation Extension for Eric Tibbetts Jr. (B25016)                    | Overcome by Events                  |
| 662 | 1/22/2020  | Direct Charged Fabrication Work (M20s to S40 and to W12)              | Overcome by Events<br>as of 6/21/20 |
| 663 | 1/23/2020  | Probation Extension for Charles Coburn (B25109)                       | Overcome by Events                  |
| 664 | 1/24/2020  | Probation Extension for Tucker Barnett (B25488)                       | Overcome by Events                  |
| 665 | 1/24/2020  | Probation Extension for Brandon Gamble (B24576)                       | Carry Forward                       |
| 666 | 1/27/2020  | Probation Extension for Coale Frenchette (B25251)                     | Carry Forward                       |



**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |   |                    |
|-----|-----------|---|--------------------|
| 667 | 1/28/2020 | Probation Extension for Steven Tibbetts Meredith (B25282)   | Overcome by Events |
| 668 | 1/28/2020 | Special Shift for Terry Collins (B50993) for Jan. 28 & 29, 2019   | Overcome by Events |
| 669 | 2/3/2020  | Probation Extension for Jacob Fusco (B25539)  | Carry Forward      |
| 670 | 2/4/2020  | Harding's Manufactured Parts - thru April 23, 2020  | Carry Forward      |
| 671 | 2/4/2020  | Special Shift for Bob O'Leary & Joel MacNeil for Feb. 4, 2020.  | Overcome by Events |
| 672 | 2/5/2020  | Carpenter (C02) Sewing Ship's Curtains  | Carry Forward      |
| 673 | 2/5/2020  | Probation Extension for Nicole Chase (B25269)   | Carry Forward      |
| 674 | 2/6/2020  | Probation Extension for Samuel Morgan (B25590)  | Carry Forward      |
| 675 | 2/10/2020 | Settlement Agreement for H18's (Greiv. B0033-19)  | Overcome by Events |
| 676 | 2/11/2020 | Cameron VanBerg (B22966) 4D time adjustment   | Overcome by Events |
| 677 | 2/11/2020 | Probation Extension for Michael Grigsby (B25454)  | Carry Forward      |
| 678 | 2/12/2020 | Settlement Agreement for Kerry Goulet (Griev. B0163-19) \$6,500   | Overcome by Events |
| 679 | 2/24/2020 | Upgraded Spy Miller and Lmar Miller   | Carry Forward      |
| 680 | 2/25/2020 | Blaster Manning Commitment Trial  | Carry Forward      |
| 681 | 2/25/2020 | Probation Extension for Christian Eirby (B25381)  | Carry Forward      |
| 682 | 2/26/2020 | James Building Refurbishment  | Carry Forward      |
| 683 | 2/26/2020 | Probation Extension for Samuel Dubay (B25317)   | Carry Forward      |
| 684 | 2/26/2020 | Probation Extension for Christopher Rich (B25332)   | Carry Forward      |
| 685 | 3/2/2020  | Probation Extension for Charles Weisel (B25792)   | Carry Forward      |
| 686 | 3/2/2020  | Probation Extension for Logan Scott (B25294)  | Carry Forward      |
| 687 | 3/5/2020  | LS6 Represented Employees Performing Work in Everett Washington, working on Radar #2 (Mar 9 - 13, 2020) | Overcome by Events |
| 688 | 3/5/2020  | 3rd Shift Assignment for Robert Wyman (B23645) Wk of 3/9/20   | Overcome by Events |
| 689 | 3/5/2020  | Probation Extension for Andre Richards (B25566)   | Overcome by Events |
| 690 | 3/9/2020  | Bruce Deloge - CTO usage in 1-Hour Increments   | Carry Forward      |

**COMPANY LAST, BEST, AND FINAL OFFER, 13 JUNE 2020**

|     |           |   |                    |
|-----|-----------|---|--------------------|
| 691 | 3/12/2020 | S40 Loan into T04 While Hiring - Yard Wide beginning 3/16/20 for 3 mos.         | Carry Forward      |
| 692 | 3/12/2020 | Probation Extension for Zacharie Nochols (B25314)                               | Carry Forward      |
| 693 | 3/13/2020 | Loan S40s to T04 (3/16/20 - 6/14/20)  | Carry Forward      |
| 694 | 3/16/2020 | L40 Special Task Assignment for Special Cleaning due to Corona Virus (Covid-19) | Carry Forward      |
| 695 | 3/16/2020 | No Grievances Scheduled (March 16 - April 6, 2020)                              | Overcome by Events |
| 696 | 3/17/2020 | Probationary Employee Use of Accident and Sickness                              | Carry Forward      |
| 697 | 3/18/2020 | Probation Extension for P10 Andrew Dolan (B24551)                               | Carry Forward      |
| 698 | 3/20/2020 | Run Rules for MOA Negotiations  | Carry Forward      |
| 699 | 3/23/2020 | Bathroom Cleaning and COVID-19 Assignments                                      | Carry Forward      |
| 700 | 4/1/2020  | L40 Work Assignments (covid-19)   | Carry Forward      |
| 701 | 4/2/2020  | No Grievances Scheduled (March 16 - April 13, 2020)                             | Overcome by Events |
| 702 | 4/7/2020  | Carpenter & Insulators Sewing Face Masks  | Carry Forward      |