

Return to Work Memorandum of Agreement

This Return to Work Memorandum of Agreement ("Agreement"), made this 13th day of August 2020, is between Bath Iron Works Corporation ("BIW" or "Company") and the International Association of Machinists & Aerospace Workers, District Lodge 4, Local Lodge S6 ("Local S6" or "Union").

WHEREAS, the Company and the Union were parties to a collective bargaining agreement ("CBA") that expired at 11:59 pm on June 21, 2020;

WHEREAS, the Union commenced a strike on June 22, 2020;

WHEREAS, the parties have bargained in good faith and the Union has agreed to submit the Tentative Agreement of August 7, 2020 ("TA") to a membership ratification vote by August 23, 2020;

WHEREAS, the Union has made an unconditional offer to return to work for all bargaining unit members upon ratification of the TA; and

WHEREAS, the parties have agreed to the following terms in the event the TA is ratified by the membership:

1. This Agreement shall apply to all employees covered by the CBA and become effective once the Union notifies the Company in writing that the membership has ratified the TA. Notification shall be provided to Jon Mason, VP of Human Resources, by e-mail.
2. The implementation of the following new CBA provisions shall be delayed as follows:
 - a. Article 11 (Overtime): The Company will implement the new language on 10/12/20.
 - b. Article 18 (CTO): The Company will implement the new language on 10/12/20.
 - c. Article 49 (Attendance): Employees shall be given a two (2) week grace period beginning August 24, 2020 with respect to the new requirement to call in for absences within one (1) hour from the start of the shift. Until that time, the prior Article 49 two (2) hour call-in requirement shall apply.

All other terms shall take effect on August 24, 2020 or as otherwise specifically provided for in the new CBA.

3. Employees will be assigned to return to work starting on August 24, 2020 ("Return to Work Date"). Employees normally assigned to Third Shift shall, however, report on their normal, staggered start times on August 23, 2020. As an alternative to the August 24 Return to Work Date, employees may elect to return on August 31, 2020 or

September 8, 2020 subject to the requirement for them to contact the call in center on or before August 24, 2020 and declare a start date of either August 31st or September 8th. Employees who fail to notify the company of an intention to report on either of the alternative dates will be treated as having a return to work date of August 24, 2020 and all attendance rules shall apply. Employees who elect to return on September 8, 2020 are not eligible for September 7, 2020 Holiday Pay.

4. Employees who have returned to work as outlined above in paragraph 3 and are on the active payroll as of September 8, 2020 will receive the contract ratification bonus on September 17, 2020.
5. All employees who return to work shall return to their previous job, on their previous shift, and at their previous facility. Employees assigned at the time the strike commenced to work at the Fairpoint facility in connection with the Puritan Project shall return to the job, shift, and facility they were working immediately prior to the Puritan Project.
6. Healthcare coverage for employees returning to work will be reinstated effective on the date the individual employee reports to work as outlined above in paragraph 3.
7. All employees may be required to follow existing return-to-work medical requirements, including COVID-19 testing and screening requirements if necessary to comply with CDC requirements, for employees who have traveled outside of Maine. In the event an employee who holds a Commercial Driver's License was randomly selected for testing and screening during the period of the strike, BIW will notify the employee and arrange for substitute testing.
8. Employees on approved leaves of absence, approved medial leaves, suspensions or scheduled vacations that are scheduled to extend beyond the Return to Work Date shall report to work following the expiration of such leaves, suspensions or vacations.
9. The Union will execute the Memorandum of Agreement provided on August 6, 2020, as modified with a phase-in period as presented to the other unions, concerning the wearing of face coverings in the shipyard.
10. The parties agree that there will be no tolerance for any form of harassment or retaliation related to employees who crossed a picket line. The Union shall abide by applicable law with respect to fines imposed at its own discretion on bargaining unit employees who crossed a picket line, whether pre- or post- resignation.
11. Disputes involving disciplinary actions that BIW has taken between June 22, 2020 and TA ratification are subject to the arbitration provisions in the CBA.
12. Subcontractors and other third parties engaged to support the Company's operations during the strike may be transitioned to provide services in the shipyard following the

strike, pursuant to and consistent with the terms of the Schedule Recovery MOA contained in the TA. This shall include both subcontractor and other third party personnel already in the shipyard, as well as those who were scheduled to provide strike related support at a future date. The parties agree that there will be no tolerance for any form of harassment or retaliation related to subcontractor or other third party personnel who worked during the strike or who subsequently come to work in the shipyard. The parties will take affirmative, good faith steps to ensure this is communicated and adhered to going forward.


13. The Union shall request the withdrawal, with prejudice, of all unfair labor practices charges pending before the NLRB arising from or related to collective bargaining negotiations or the strike. These charges include: 01-CA-261659 and 01-CA-262034. Such request shall be made within seventy-two (72) hours of the TA being ratified, with notification to the Region that the strike has been settled. The Union further agrees not to file any new or additional charges with regard to conduct arising from or relating to collective bargaining negotiations or the strike.
14. The Company agrees to request the withdrawal, with prejudice, of the unfair labor practice charge pending before the NLRB in 01-CB-262915. Such request shall be made within seventy-two (72) hours of the TA being ratified, with notification to the Region that the strike has been settled. The Company further agrees not to file any new or additional charges with regard to conduct arising from or relating to collective bargaining negotiations or the strike.
15. The parties agree that they have bargained in good faith regarding the new CBA and the settlement of the strike. The parties agree to mutually release each other from any and all claims under federal or state law, including the Maine anti-strikebreaker law (Me. Rev. Stat. Ann. tit. 26, §§ 851–856), that arose or may have arisen between 12:00 am on June 22, 2020 and TA ratification, arising out of or related to the strike, collective bargaining negotiations, or the use of subcontractors or other third parties to support operations during the strike. Such release does not apply, however, to an employee who is alleged to have engaged in misconduct during the strike that that occurred on July 31, 2020 and which remains subject to investigation and potential discipline by the Company.
16. The Union agrees that the following RFIs are satisfied and withdrawn: RFIs 290 – 307 and 310 – 325, and other requests for information made for purposes of bargaining for a new contract between May 26 and June 13 and for the August 7, 2020 TA.
17. Randy Johnson Jr. will be reinstated on August 24, 2020 without precedent or prejudice.
18. Due to the executive order preventing mass gatherings and COVID restrictions the Union was unable to vote on 8/9 or 8/16, therefore the Company will credit members with 40 hours of work for the month of August, so people returning on August 24th will have the opportunity to accrue vacation for that month.

19. Pending the ratification vote on the TA, and upon signing this Agreement, the Union will immediately withdraw all pickets. Immediately following ratification of the TA, the Union shall notify all employees it represents that the strike has been ended and advise employees to return to work pursuant to this Agreement. In addition, the parties recognize that certain aspects of the new CBA that could benefit from joint training. The parties agree to work in good faith following ratification of the TA to develop and deliver that training to management, union representatives, and others as appropriate.
20. Each term of this Agreement is a material term, and this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in it and supersedes any and all other agreements, either oral or written, between the parties with respect to these subject matters. Each party agrees that the other party has made no promises or agreements that are not expressly set forth in this Agreement regarding any subject matter of this Agreement. No modification, amendment, or alteration to any of the provisions of this Agreement shall be valid unless reduced to writing and signed by an authorized representative of the Company and the Union. In the event of a conflict between the terms of this Agreement and the terms of the new CBA, the terms of this Agreement shall apply.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound sign on the date first above written:

The COMPANY

By: _____



Jeff Kellum 8/19/20

The UNION

By: _____

