

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

***NOTES:***

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

**Effective Monday, August 21, 2023**

**Expiration Midnight, Sunday, August 23, 2026**

TENTATIVE AGREEMENT

**Article 1**  
**RECOGNITION**

**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.
- e) ~~In referring to employees, the masculine gender is used for convenience only and will refer to both males and females.\*~~

*\*Administrative change only*

**Article 2**  
**NO DISCRIMINATION**

**Section 1 – No Discrimination:**

- a) Neither BIW nor the Union will discriminate against you or any applicant for employment because of race, ~~religion~~, color, ~~sex~~~~gender~~, sexual orientation ***or gender identity***, age, ~~national origin~~, ~~marital status~~, ***physical or mental*** disability, ***religion, age, ancestry, national origin, familial status, genetic information***, 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**

**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.

~~\*The Company and the Union agree to jointly develop criteria to be used to determine merit increases within forty five (45) days of the ratification of this contract. Should the Trade Superintendent and trade shop stewards not reach agreement, the matter shall be referred to the Vice President of Operations and Chief Steward.~~

**Section 2 – Union Rights:**

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:**

- Re-scope work\*
- Subcontract\*
- New job classifications\*
- Reasonable rules and regulations\*
- Special shift hours\*
- New technology\*
- Transfer plans\*
- Joint Union/Management Safety and Health Committee
- *Develop Merit Raise Criteria\**

(\* ) 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**

**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.

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- 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**

**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 *and committee member, as identified in Section 2 of this Article*, shall notify and obtain authorization from ~~his~~ *their*\* supervisor or another member of management in the immediate area before leaving ~~his~~ *their*\* 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~~ *their*\* designee.

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**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     | g) Women’s Committee†               |
| b) Benefits Committee*          | h) Veterans Committee†              |
| c) Grievance Committee(s)       | i) Education Committee†             |
| d) Human Rights Committee       | j) <i>Young Machinist Committee</i> |
| e) Negotiating Committee        |                                     |
| f) Safety and Health Committee* |                                     |

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

\* Paid by ~~DM~~\* Order

Paid by ~~DM~~\* 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.

*\*Administrative change only*

**Article 6**

**UNION REPRESENTATIVE PAY**

**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~~ *their*\* 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 Structural Fabrication, the General Steward on second and third shifts at the Main Plant, and twenty (20) hours per week for a General Steward at Outfit Fabrication.

In accounting for daily time charging, all Union representatives will *follow the requirements of Article 5* ~~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.~~

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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~~ *their*\* regular shift where the Union requested ~~his~~ *their*\* presence on the off shift. The Union will reimburse BIW under the Paying Agent agreement for such overtime.

*\*Administrative change only*

### **Article 7** **CLASSIFICATIONS**

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

**NOTE:** Apprentices, A06, fall within parent classification.

**Section 4 – 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 ~~man~~hours\* being worked by the loaned Local S6 members exceed 30% of the ~~man~~hours\* 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 ~~man~~hours\* being worked by Local S6 members loaned into another classification exceed 20% of the total ~~man~~hours\* 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 ~~man~~hours\* being worked by Local S6 members loaned into another classification exceed 35% of the total ~~man~~hours\* 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.



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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.

Short term loans may be facility wide.

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

The number of short term loans is restricted to 300 occurrences per year *which will be jointly tracked by the Company and the Union.*

An occurrence shall be any day that one trade is loaned under this section *by area.*

**Examples:**

- 1.) If S40s from P02 are loaned for five days to the Assembly Building as E02s, the loan will count as 5 occurrences.
- 2.) If S40s, E02s, T04s and P18s from Ultra are loaned for one day to a hull as P10s, the loans will count as 4 occurrences.
- 3.) *If S40s from Ultra, PO2, and 5 Skids are loaned for one day to the AB as P10s this will count as 3 occurrences.*

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

b) **Long Term Loans**

For loans of more than five (5) days, 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.

Skill and/or ability may be used when selecting employees for long term loans, and is determined at the time of assignment. This may be used to select an employee based on skill and/or ability, and also used to pass over an employee whose skill is needed in their current job assignment. Employees selected in this fashion may still perform other tasks unrelated to the skill.

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~~To the extent that the Company and the Union cannot reach agreement, the Federal Mediation and Conciliation Services (FMCS) will assist the parties in reaching resolution.\*~~

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

### c) **General Rules**

Notification will be provided to Local S6 no later than one (1) hour following the start of any loan.

Loans may be within and between all facilities.

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

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

There shall be no loans into a classification on layoff.

There shall be no long term loans into a classification that has employees loaned out long term.

There shall be no Long Term loans out of a classification that is hiring, unless the newly hired employees have not completed new-hire training, or the employees being loaned are volunteers.

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

***The MOU dtd. 23 January 2023 containing additional rules for the administration of loans is incorporated by reference into this Article.***

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

***\*Administrative change only***

**Article 8**  
**APPRENTICES**

**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, *except L40*.

**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 *six (6)* ~~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 *shall* consist of ~~two (2) 4000 hour programs, Basic and Advanced. The Basic Program is a prerequisite for admission into the Advanced Program. be an 8,000 hour program.~~

*Apprentices graduating from the Apprenticeship Program shall receive an Associate's Degree from the Maine Maritime Academy, a certificate of completion from the State of Maine, and a diploma from Bath Iron Works. The program shall have a labor history course.*

~~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)~~ *two (2)* year, ~~eight four thousand (4,000)~~ *(8000)* hour *basic* 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~~

~~and any basic graduate apprentices may voluntarily apply to switch to the Basic~~ *continue with the eight thousand (8,000) hour* Program by submitting a written application *notice* 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~~ *Apprenticeship* 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.

**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**

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**

**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 most senior volunteers to other shifts for limited durations with a specified end date, not to exceed three (3) months. The Company may poll outside of seniority on a case by case basis with Chief Steward approval. 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 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 after their initial training period.

**Section 2 – Shift Assignment Volunteers:**

In identifying volunteers for shift assignment at each facility, 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 volunteer list may not displace an employee who has already been advised of their assignment. Standing lists will be available and maintained by the Craft Administration area.

**Article 11**  
**OVERTIME**

**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)**

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

**Normal Work Week**

Offer on prior Friday for Monday overtime
Offer on Monday for Tuesday through Friday overtime

**Monday Holiday**

Offer on prior Friday for Monday and/or Tuesday overtime
Offer on Tuesday for Wednesday through Friday overtime

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**Friday Holiday**

Offer on prior Thursday for Monday overtime
Offer on Monday for Tuesday through Friday overtime

**Thursday and Friday Holiday**

Offer on prior Wednesday for Monday overtime
Offer on Monday for Tuesday through Friday overtime

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

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

**Normal Work Week**

Poll for interest in working weekend overtime on Wednesday
Assign on Thursday for Saturday and/or Sunday overtime

**Thursday Holiday**

Poll for interest in working weekend overtime on Tuesday
Assign 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.~~
- e) *d)* Assignment notification may be provided by phone call or text message to the employee’s number on file, or in person if they do not respond and are present at work at the time of assignment.

**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 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 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 provided electronically to the Union no later than **Tuesday** ~~the close of business on Monday~~ for the previous weeks’ weekday and weekend 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 by notifying your supervisor\*~~ ***In the event you choose to cancel your overtime assignment you must call the overtime cancellation line at 1-800-243-9747 or, if local, 442-1444\*\**** 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, ~~or three (3) days prior to shutdown, for shutdown overtime.~~

You may declare that you have no interest in working overtime at all by notifying your Craft Administrator. Should you choose to do so, you will not be offered any overtime. It is the employee's responsibility to add or remove their name from this list.

~~\*Once it is available, notification of cancellation must be provided by calling the overtime cancellation line at (1 800 243 9747) or, if local, 442 1444.\*\*~~

***\*\*Clarification Only***

**NOTES:**

- 1.) Once assigned and past the cancellation period, you are expected to complete the overtime assignment.
- 2.) 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~~ ***their***\* 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.) Area Ownership (PO2, Ultra Hall, Outfit Hall Building, Panel Line, Assembly Building, Aluminum Shop, 5-Skids, Blast and Paint, Machine Shop, Bath Service Shops, Structural Fabrication, Outfit Fabrication, CW, Read Street 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, Structural Fabrication, Outfit Fabrication) 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.

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. Weekend and Holiday durations may be extended if mutually agreed between management and Chief Steward. Durations for special events as defined in Article 31 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.

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**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 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**

**Section 1 – Eligibility:**

- a) If you are assigned to the second or third shift, you will be paid a shift premium of ~~\$1.35~~ **\$1.75** 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**

**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**

**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:**

- 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**

**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**

**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 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 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.

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- 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~~*Department*\* 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 ~~Year~~*BIW’s*\* Medical ~~Director~~*Department*\*. 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:

<u>Years Service</u>	<u>Healthcare Coverage Beyond Month of Layoff</u>
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~~ *their*\* 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.

*\*Administrative change only*

**Article 17**  
**HOLIDAYS**

**Section 1 – Holiday Schedule:**

You will be entitled to the following holidays:

**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)  
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)

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**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)  
Memorial Day (Monday, May 29, 2023)  
Independence Day (Tuesday, July 4, 2023)~~

**2023**

*Labor Day (Monday, September 4, 2023)  
Thanksgiving (Thursday, November 23, 2023)  
Day After Thanksgiving (Friday, November 24, 2023)  
Christmas (Monday, December 25, 2023)*

*You will have one (1) floating holiday which can be used at your discretion in a full day increment with five (5) days' notice.*

**2024**

*New Year's Day (Monday, January 1, 2024)  
President's Day (Monday, February 19, 2024)  
Memorial Day (Monday, May 27, 2024)  
Independence Day (Thursday, July 4, 2024)  
Labor Day (Monday, September 2, 2024)  
Thanksgiving (Thursday, November 28, 2024)  
Day After Thanksgiving (Friday, November 29, 2024)  
Christmas (Wednesday, December 25, 2024)*

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*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.*

**2025**

*New Year's Day (Wednesday, January 1, 2025)*

*President's Day (Monday, February 17, 2025)*

*Memorial Day (Monday, May 26, 2025)*

*Independence Day (Friday, July 4, 2025)*

*Labor Day (Monday, September 1, 2025)*

*Thanksgiving (Thursday, November 27, 2025)*

*Day After Thanksgiving (Friday, November 28, 2025)*

*Christmas (Thursday, December 25, 2025)*

*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.*

**2026**

*New Year's Day (Thursday, January 1, 2026)*

*President's Day (Monday, February 16, 2026)*

*Memorial Day (Monday, May 25, 2026)*

*Day Before Independence Day (Friday, July 3, 2026)*

*You will have two (2) floating holidays which can be used at your discretion in a full day increment with five (5) days' notice.*

**NOTE:** *Floating holidays may be rolled over into the following calendar year, and will be converted to Banked Holidays (BHLs). Banked holidays must be used by March 31 of the following calendar 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.

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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**

**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 (In Hours)</b>	<b>Monthly Accrual (In Hours)</b>
0-1	24	2.0**
01-2	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 un-accrued 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:**

Once present at work compensated time is taken at the convenience and the discretion of the Company with due regard for your wishes and will not be unreasonably withheld.

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. *It is recognized that emergencies or unforeseen circumstances may arise requiring an employee to be absent from work. Therefore, an employee may take their CTO allowance in one hour increments, when necessary, without notice. It is expected that each employee will act responsibly and provide as much advanced notice of plans to take CTO as possible in order to facilitate the planning of work.* ~~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:** ~~The following is required in the C70, S18, and Y02 classifications only:~~

- ~~• All CTO taken on Fridays must be scheduled by noon Thursday.~~
- ~~• Notification must be provided via a dedicated call in line, once available.~~
- ~~• Employees in this category will be allowed an exception to this rule five times per calendar year, or as approved by the respective Trade Superintendent.~~
- ~~• Employees in these classifications will be eligible for a \$2.00 per hour while assigned rate while at work on 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
  - (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.



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**Article 19**  
**COMPENSATION**

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

This new labor agreement begins Monday, August 24 ~~21, 2020~~ **2023** and expires at midnight, Sunday, August ~~23, 2023~~ **2026**.

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

~~If the contract is ratified by Midnight, August 23, 2020, a ratification bonus of one thousand two hundred dollars (\$1,200) subject to applicable withholdings will be paid on the September 17, 2020 pay date to all employees on the active payroll effective September 8, 2020, and those employees who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between September 8, 2020 and September 10, 2021, and who remain on the active payroll for four (4) full 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**

<i>Grade</i>	<i>Rates as of</i> <i>August 21, 2023</i>	<i>Rates as of</i> <i>August 26, 2024</i>	<i>Rates as of</i> <i>August 25, 2025</i>
<i>AA (Specialist)</i>	<i>36.40</i>	<i>\$38.22</i>	<i>\$39.75</i>
<i>A (Specialist)</i>	<i>33.15</i>	<i>\$34.81</i>	<i>\$36.20</i>
<i>B (Specialist)</i>	<i>32.20</i>	<i>\$33.81</i>	<i>\$35.16</i>
<i>C (Specialist)</i>	<i>31.20</i>	<i>\$32.76</i>	<i>\$34.07</i>
<i>10</i>	<i>30.90</i>	<i>\$32.45</i>	<i>\$33.75</i>
<i>9</i>	<i>30.55</i>	<i>\$32.08</i>	<i>\$33.36</i>
<i>8</i>	<i>28.55</i>	<i>\$29.98</i>	<i>\$31.18</i>
<i>7</i>	<i>27.50</i>	<i>\$28.88</i>	<i>\$30.04</i>
<i>6</i>	<i>27.00</i>	<i>\$28.35</i>	<i>\$29.48</i>
<i>5</i>	<i>26.50</i>	<i>\$27.83</i>	<i>\$28.94</i>
<i>4</i>	<i>26.00</i>	<i>\$27.30</i>	<i>\$28.39</i>
<i>3</i>	<i>25.50</i>	<i>\$26.78</i>	<i>\$27.85</i>
<i>2</i>	<i>25.00</i>	<i>\$26.25</i>	<i>\$27.30</i>
<i>1</i>	<i>24.50</i>	<i>\$25.73</i>	<i>\$26.76</i>

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	<b>Rates as of</b>	<b>Rates as of</b>	<b>Rates as of</b>
<b>Grade</b>	<b>May 18, 2020</b>	<b>August 23, 2021</b>	<b>August 22, 2022</b>
<b>AA (Specialist)</b>	\$32.02	\$32.98	\$33.97
<b>A (Specialist)</b>	\$28.77	\$29.63	\$30.52
<b>B (Specialist)</b>	\$27.94	\$28.78	\$29.64
<b>C (Specialist)</b>	\$27.10	\$27.91	\$28.75
<b>10</b>	\$26.57	\$27.37	\$28.19
<b>9</b>	\$26.28	\$27.07	\$27.88
<b>8</b>	\$25.05	\$25.80	\$26.57
<b>7</b>	\$23.82	\$24.53	\$25.27
<b>6</b>	\$22.59	\$23.27	\$23.97
<b>5</b>	\$21.35	\$21.99	\$22.65
<b>4</b>	\$20.14	\$20.74	\$21.36
<b>3</b>	\$18.91	\$19.48	\$20.06
<b>2</b>	\$17.66	\$18.19	\$18.74
<b>1</b>	\$16.45	\$16.94	\$17.45

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, **T04, S40**

Trades with Grade A Specialists: C70, E02, H18, M04, M20, M21, O04, P18, W12, **T04, S40**

Trades with Grade B Specialists: E02, H18, M04, M20, M21, O04, P06, P18, S06, T12, W12, **T04, S40**

Trades with Grade C Specialists: E02, H18, M04, M20, M21, O04, P18, W12, **T04, S40**

Going forward, ~~t~~The following trades ~~will be~~**are** 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.

**The following trades are allowed to progress to pay grade 8: A06.**

**The following trades are allowed to progress to pay grade 5: L40, M03.**

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**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~~ ***October 5, 2020.***

**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.

**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~~ ***upon ratification of the contract.***

**NOTE 11:** ~~S40 wage chart incorporated below in accordance with Memorandum of Agreement dated June 13, 2019.~~ ***progression to AA specialist will be in accordance with Memorandum of Agreement dated January 11, 2023.***

**NOTE 12:** ***T04 progression to AA specialist will be in accordance with Memorandum of Agreement dated January 11, 2023.***

**NOTE 13:** ***Upon ratification of the contract, Grades 1 through 7 will automatically be advanced to the next applicable pay grade in the following trades: T04, S40, and W12.***

**NOTE 14:** ***Upon ratification of the contract, M03s will change grades as follows: grades 5 and below will move to grade 1, grade 6 will move to grade 2, grade 7 will move to grade 3, grade 8 will move to grade 4, and grade 9 will move to grade 5.***

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

-	Rates as of	Rates as of	Rates as of
Grade	May 18, 2020	August 23, 2021	August 22, 2022
<b>First Class When Receiving Specialty Task W.A.R.</b>	\$28.10	\$28.93	\$29.78
<b>First Class</b>	\$27.60	\$28.43	\$29.28
<b>10</b>	\$27.09	\$27.90	\$28.74
<b>9</b>	\$26.79	\$27.59	\$28.42
<b>8</b>	\$25.56	\$26.33	\$27.12
<b>7</b>	\$24.85	\$25.60	\$26.37
<b>6</b>	\$23.62	\$24.33	\$25.06
<b>5</b>	\$22.38	\$23.05	\$23.74
<b>4</b>	\$21.68	\$22.33	\$23.00
<b>3</b>	\$20.46	\$21.07	\$21.70
<b>2</b>	\$19.21	\$19.79	\$20.38
<b>1</b>	\$17.99	\$18.53	\$19.09

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%~~

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

-	<b>Rates as of</b>	<b>Rates as of</b>	<b>Rates as of</b>
<b>Grade</b>	<b>May 18, 2020</b>	<b>August 23, 2021</b>	<b>August 22, 2022</b>
<b>9</b>	\$21.04	\$21.67	\$22.32
<b>8</b>	\$20.05	\$20.65	\$21.27
<b>7</b>	\$19.07	\$19.64	\$20.23
<b>6</b>	\$18.09	\$18.63	\$19.19
<b>5</b>	\$17.11	\$17.62	\$18.15
<b>4</b>	\$16.12	\$16.60	\$17.10
<b>3</b>	\$15.14	\$15.59	\$16.06
<b>2</b>	\$14.14	\$14.56	\$15.00
<b>1</b>	\$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>Rates as of</b>	<b>Rates as of</b>
-	-	<b>May 18, 2020</b>	<b>August 23, 2021</b>	<b>August 22, 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%~~

**Article 20**  
**WELLNESS PROGRAM**

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**

**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

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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, ~~2020~~**2023**, will continue unchanged through December 31, ~~2020~~**2023**. Beginning on January 1, ~~2021~~**2024**, 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 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.

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.

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	<b>Through 12/31/2124</b>	<b>After 12/31/2124</b>
Preventive Care Office Visit	\$-0-	\$-0-
Office Visits (PCP)	\$35	\$3545
Office Visits (Specialist)	\$100/50	\$100/50-110/55
Cardiac Rehabilitation	\$-0-	\$-0-
Physical Therapy Office Visit	\$50	\$5055
Chiropractic Office Visit	\$50	\$5055
Allergy Shots Office Visit	office visit	office visit
Prescription Drugs		
Retail (30-day supply)	\$10/5060/120130	\$10/60/130
Mail Order (90-day supply)	\$20/100110/240250	\$20/110/250
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>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Per Person</b>	\$600 <b>\$800</b>	\$600 <b>\$800</b>	\$800 <b>\$1,200</b>	\$800 <b>\$1,200</b>
<b>Maximum Per Family</b>	\$1,200 <b>\$1,600</b>	\$1,200 <b>\$1,600</b>	\$1,600 <b>\$2,400</b>	\$1,600 <b>\$2,400</b>

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

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>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Per Person</b>	\$1,900 <b>\$2,500</b>	\$1,900 <b>\$2,500</b>	\$2,500 <b>\$3,600</b>	\$2,500 <b>\$3,600</b>
<b>Maximum Per Family</b>	\$3,800 <b>\$5,000</b>	\$3,800 <b>\$5,000</b>	\$5,000 <b>\$7,200</b>	\$5,000 <b>\$7,200</b>

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

POA	2020		2021		2022		2023	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$11.33	\$16.99	\$11.78	\$17.67	\$12.13	\$18.20	\$12.49	\$18.75
Employee & Spouse	\$20.76	\$32.64	\$21.59	\$33.95	\$22.24	\$34.97	\$22.91	\$36.02
Employee & Child(ren)	\$20.76	\$32.64	\$21.59	\$33.95	\$22.24	\$34.97	\$22.91	\$36.02
Employee & Family	\$32.09	\$49.59	\$33.37	\$51.57	\$34.37	\$53.12	\$35.40	\$54.71

POA	2023		2024		2025		2026	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$12.49	\$18.75	\$12.99	\$19.50	\$13.51	\$20.28	\$14.05	\$21.09
Employee & Spouse	\$22.91	\$36.02	\$23.83	\$37.46	\$24.78	\$38.96	\$25.77	\$40.52
Employee & Child(ren)	\$22.91	\$36.02	\$23.83	\$37.46	\$24.78	\$38.96	\$25.77	\$40.52
Employee & Family	\$35.40	\$54.71	\$36.82	\$56.90	\$38.29	\$59.18	\$39.82	\$61.55

**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 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 12/31/2124</b>	<b>After 12/31/2124</b>
Preventive Care Office Visit	\$-0-	\$-0-
Office Visits (PCP)	\$25	<del>\$25</del> \$30
Office Visit (Specialist)	\$60/30	<del>\$60/30</del> \$70/35
Cardiac Rehabilitation	\$-0-	\$-0-
Physical Therapy Office Visit	\$30	<del>\$30</del> \$35
Chiropractic Office Visit	\$30	<del>\$30</del> \$35
Allergy Shots Office Visit	office visit	office visit
Prescription Drugs		
Retail (30-day supply)	\$10/40/50/100/110	\$10/50/110
Mail Order (90-day supply)	<del>\$20/80/90/200</del> 210	\$20/90/210
X-rays, Labs, Diagnostics	20%	20%
	Coinsurance (annual max: \$475/person \$950/family)	Coinsurance (annual max: \$475/person \$950/family)
Emergency Room	\$200	<del>\$200</del> \$350
Inpatient Hospital Stay	\$500	\$500
Outpatient Surgery	\$250	\$250

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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:

Year	2020	2021	2022	2023
	2023	2024	2025	2026
Per Person	\$150	\$150	\$250	\$250
	<b>\$250</b>	<b>\$250</b>	<b>\$600</b>	<b>\$600</b>
Maximum Per Family	\$300	\$300	\$500	\$500
	<b>\$500</b>	<b>\$500</b>	<b>\$1,200</b>	<b>\$1,200</b>

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

PCPS	2020		2021		2022		2023	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$21.55	\$27.22	\$22.41	\$28.31	\$23.08	\$29.16	\$23.77	\$30.03
Employee & Spouse	\$44.85	\$56.18	\$46.64	\$58.43	\$48.04	\$60.18	\$49.48	\$61.99
Employee & Child(ren)	\$44.85	\$56.18	\$46.64	\$58.43	\$48.04	\$60.18	\$49.48	\$61.99
Employee & Family	\$64.65	\$80.79	\$67.24	\$84.02	\$69.26	\$86.54	\$71.34	\$89.14

PCPS	2023		2024		2025		2026	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$23.77	\$30.03	\$24.72	\$31.23	\$25.71	\$32.48	\$26.74	\$33.78
Employee & Spouse	\$49.48	\$61.99	\$51.46	\$64.47	\$53.52	\$67.05	\$55.66	\$69.73
Employee & Child(ren)	\$49.48	\$61.99	\$51.46	\$64.47	\$53.52	\$67.05	\$55.66	\$69.73
Employee & Family	\$71.34	\$89.14	\$74.19	\$92.71	\$77.16	\$96.42	\$80.25	\$100.28

**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.

Coverage Level	Deductible	Out-of-pocket Maximum
Employee Only	\$1,500	\$2,000
Employee & Spouse Employee & Child(ren) Employee & Family	\$3,000	\$4,000

Year	2023		2024		2025-2026	
Coverage Level	Deductible	Out-of-pocket Maximum	Deductible	Out-of-pocket Maximum	Deductible	Out-of-pocket Maximum
Employee Only	\$1,500	\$2,000	<b>\$1,600</b>	\$2,000	<b>\$1,800</b>	<b>\$2,800</b>
Employee & Spouse Employee & Child(ren) Employee & Family	\$3,000	\$4,000	<b>\$3,200</b>	\$4,000	<b>\$3,600</b>	<b>\$5,600</b>

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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, Physical Therapy, Cardiac Rehab, etc.)	10% after deductible
Prescription Drugs (Retail and Mail Order)	10% after deductible
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>PHAP</b>	<b>2020-2023</b>	
	<b>Non-Smoker</b>	<b>Smoker</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

<b>PHAP</b>	<b>2023</b>		<b>2024</b>		<b>2025</b>		<b>2026</b>	
	<b>Non-Smoker</b>	<b>Smoker</b>	<b>Non-Smoker</b>	<b>Smoker</b>	<b>Non-Smoker</b>	<b>Smoker</b>	<b>Non-Smoker</b>	<b>Smoker</b>
<b>Employee Only</b>	\$3.62	\$8.28	\$3.76	\$8.61	\$3.91	\$8.95	\$4.07	\$9.31
<b>Employee &amp; Spouse</b>	\$6.53	\$16.42	\$6.79	\$17.08	\$7.06	\$17.76	\$7.34	\$18.47
<b>Employee &amp; Child(ren)</b>	\$6.53	\$16.42	\$6.79	\$17.08	\$7.06	\$17.76	\$7.34	\$18.47
<b>Employee &amp; Family</b>	\$10.27	\$24.67	\$10.68	\$25.66	\$11.11	\$26.69	\$11.55	\$27.76

Employees that elect the PHAP in any year ~~2021-2023~~ **2024-2026** will be eligible for a seed deposited into their HSA. The seed will be deposited in ~~2024~~, ~~2025~~, and ~~2026~~ for employees enrolled in the PHAP in those years. The amount of the seed will be ~~\$600~~ **\$300** ~~\$600~~ for Employee Only coverage and ~~\$1,200~~ **\$600** ~~\$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

## TENTATIVE AGREEMENT

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.

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~~**\$570** for use in the following year. Any amount beyond ~~\$500~~**\$570** 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 August 24 20, 2020 2023 in the weekly benefit amount of ~~two hundred and fifty dollars (\$250)~~ *two hundred and seventy-five (\$275)*, ~~will be increased to two hundred and seventy five (\$275)~~ *will remain at that level for the duration of this Agreement.*

**Section 5 – Life Insurance Coverage:**

**a) Basic Life Insurance:**

For eligible employees, the Basic Life Insurance coverage in effect on August 24 20, 2020 2023 in the amount of \$50,000 will remain at that level for the duration of this Agreement.

## TENTATIVE 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 ~~nine (9)~~ **eleven (11)**\* 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 the annual amount of your base wage rate.
- Coverage at two times (2X) the annual amount of your base wage rate.
- Coverage at three times (3X) the annual amount of your base wage rate.
- Coverage at four times (4X) the annual amount of your base wage rate.
- Coverage at 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.
- **Coverage at nine times (9X) the annual amount of your base wage rate.\***
- **Coverage at ten times (10X) 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.

***\*Administrative change only***

**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. *There are two plan options, Basic and Premium, This plan which* 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.

*\*Administrative change only*

**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.

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**

**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 August 24, 2020-20, 2023 of \$2.85 per employee per hour of service as defined in the Standard Contract Language will 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>Hourly Contribution Rate/Multiplier*</u></b>	<b><u>Additional Contribution Required by Preferred Schedule</u></b>	<b><u>Total BIW Contribution Per Hour:</u></b>
<b>August 24, 2020</b>	<b>\$2.85</b>	<b>\$0.22</b>	<b><del>\$2.92</del>-\$3.07</b>
<b><del>June 21, 2021</del> August 24, 2023</b>	<b>\$2.85</b>	<b>\$0.30</b>	<b><del>\$2.99</del>-\$3.15</b>
<b><del>22-Jun-22</del> August 24, 2024</b>	<b>\$2.85</b>	<b>\$0.37</b>	<b><del>\$3.07</del>-\$3.22</b>
<b>August 24, 2025</b>	<b>\$2.85</b>	<b>\$0.46</b>	<b>\$3.31</b>

*\*The hourly contribution rate, or multiplier, determines the amount of future service benefit.*

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

BIW and the Union agree, effective August 24, 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**

**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~~ *their*\* 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.

*\*Administrative change only*

**Article 24**  
**GRIEVANCE PROCEDURE**

**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 – (Pre-Arbitration Grievance Resolution):**

*The Union or the Company may request a meeting to attempt resolution of any outstanding grievance prior to arbitration. After the meeting the Company shall have five (5) working days to provide the Union with a final answer regarding disposition and/or resolution. The meeting will include at minimum, the Chief Steward, two (2) Grievance Committee members, the Director of Labor Relations and the Superintendent of the impacted trade.*

**Section 45 – (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~~ *they*\* shall have no power to alter or modify the terms of this Agreement.

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

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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.

By mutual agreement the parties may elect to use an arbitrator through the Federal Mediation and Conciliation Services (FMCS) rather than the American Arbitration Association.

### **Section 56 – 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~~ *their*\* 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~~ *their*\* 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.



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- The arbitrator will have ten (10) days to render his/her decision unless mutual agreement is reached.
- 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 67 – 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 78 – 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 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 twenty (20) workday period, will not begin until conditions end. Timeframes can only be extended by mutual agreement.

### **Section 89 – Administration:**

Any checks cut in settlement of a grievance will be reviewed by the Union's President or ~~his~~ *their*\* 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 910 – 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 1011 – Discharges:**

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

*\*Administrative change only*

**Article 25**  
**NO STRIKE/NO LOCKOUT**

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**

**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

## TENTATIVE AGREEMENT

- classification, within the facility to which you were last assigned, unless that facility has *undergone a staffing reduction\** ~~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 *undergone a staffing reduction\** ~~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:
    - 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.

*\*Administrative change only*

## **Article 27 WHILE ASSIGNED RATES**

### **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.

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- 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).
- d) *M03 classification emptying needle disposal units.*

### **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 *are* of ~~\$75.00~~**\$100.00** and ~~\$50.00~~**10.00** per hour in accordance with MOA dated ~~April 22, 2010~~**November 10, 2021**.

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

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

**Section 15 – Street Sweeper:**

*The M03 classification will receive a While Assigned Rate (WAR) of \$2.00 per hour when operating.*

**Article 28**

**JURY/MILITARY/WITNESS PAY**

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:

- Jury:** Unlimited number of days.
- Witness:** Maximum three days per year.
- Military:** Up to ~~ten~~ **fifteen** days (two additional days for advance training requirements).\*

*\*The company shall comply will all legal requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA).*

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**

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, <i>stepchild</i> , 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, <del>stepson, stepdaughter,</del> stepbrother, stepsister, <i>grandfather, grandmother</i> , legal guardian, or grandchild	Three days

~~Grandfather, grandmother, s~~Spouse's  
grandparents, brother-in-law, sister-in-law,  
*son-in-law, or daughter-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**

#### **Section 1 – Subcontracting:**

Subcontracting falls into two 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.
- **Work normally assigned to bargaining unit members:** The joint agreement process will apply to this category of subcontracting 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, 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.

### **Article 31** **SPECIAL EVENTS**

#### **Section 1 – Special Events:**

- a) Special events of launchings, inclining events, drydock evolutions, dock-trials, pier-side ship system demonstrations in support of trials, ammo loads, storm watches, and ship-movements 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) will be staffed in the customary manner and in accordance with this Labor Agreement.

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- c) Any other activities which may be considered a special event must be approved in advance by the Chief Steward.
- d) *The Director of Labor Relations or designee and the Chief Steward agree to work together in good faith to ensure appropriate staffing for public events e.g., open houses, christenings.*

**Article 32**  
**AT SEA ASSIGNMENTS**

**Section 1 – Classification Assignments:**

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

- Assignments to Trials/Tows:

O04, E02, P18, T04, P10, C02, S40, W12, ***H18***

Or any other classifications as required by event.

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 to support trial events. In addition, non-watchstanders may be assigned look-outs and door watches.

Trade Superintendents and Shop Stewards will work together in advance of trials to agree on sea trial assignments and training plans to meet qualifications to ensure safe and successful sea trials.

- 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**

**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.) 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**

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)**

The BIW matching contribution in SSIP in effect on August ~~2420~~, 2020~~23~~ 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~~ ***December 31, 2024. Effective with the first paycheck in January 2025, BIW's matching contribution on every dollar you defer to the first 5% of straight time will be increased to \$0.40. Effective with the first paycheck in January 2026, BIW's matching contribution on every dollar you defer to the first 5% of straight time will be increased to \$0.45 and remain at that level for the duration of this agreement.***

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

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*Effective with plan year beginning January 1, 2024, employees will have the option to contribute to a 401(k) Roth.*

All new hires and rehires will be automatically enrolled with a default deferral of 5% of straight time pay invested in the default investment~~\*~~-fund *selected by the Plan Administrator for auto enrollment under the Plan.* .

~~\*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**

**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**

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**

**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.
  - 4.) *Transfers from L5257 represented positions will have their seniority date fixed from the date of transfer back to Local S6.\**

**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 layoff status or transfer yard wide, provided they have been in their current trade for more than one (1) year, unless the employee is applying to return to the trade they were in prior.
- e) Transfer yard wide (non-Local S6)
- f) New hire.

**NOTE:** A Trade Superintendent may delay the transfer of any employee under d) above up to 120 days. If a transfer is delayed more than fifteen (15) days in this fashion, the employee will be paid an additional \$4.00 per hour until the transfer is executed.

**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.

***\*Administrative change only***

**Article 39**  
**JOINT AGREEMENT PROCESS**

**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 fifteen (15) 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 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**

**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**

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**

**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**

**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~~ **they have\*** worked in the regressed-to trade for ~~six (6) months~~ **one year**.
  - Should a regressed Front Line Supervisor work in ~~his~~ **their\*** previous classification for six (6) months succeeding ~~his~~ **their\*** regression, ~~he~~ **they\*** will recover ~~his~~ **their\*** 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) Local S6 members performing back-up supervisor functions will be paid a while-assigned rate of \$5.00 per hour.

*\*Administrative change only*

**Article 44**  
**MANNING/DEMANNINGSTAFFING/DE-STAFFING\***

**Section 1 – Manning/DemanningStaffing/De-staffing\* Facilities:**

- a) Assignments between the Main Plant, Outfit Fabrication (**which includes Fairpoint\***), Structural Fabrication (**which includes Sweetser\***), and Consolidated Warehouse (which includes ~~Bissons~~ **West Bath Warehouses**), **Read Street Warehouse\***, will be as follows:
- 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



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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.

Skill and/or ability may be used when selecting employees for assignments between facilities, and is determined at the time of assignment. This may be used to select an employee based on skill and/or ability, and also used to pass over an employee whose skill is needed in their current job assignment. Employees selected in this fashion may still perform other tasks unrelated to the skill.

To the extent that the Company and the Union cannot reach agreement, the Federal Mediation and Conciliation Services (FMCS) will assist the parties in reaching resolution.

### **Section 2 – Temporary Assignments:**

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 ten (10) days assigned within any calendar month by trade per facility absent Chief Steward approval.
- c) 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).
- d) Temporary employees will be ~~demaned~~ **de-staffed**\* first regardless of their classification seniority.
- e) Transportation will be provided to employees on temporary assignment if the employee chooses not to drive him/herself.
- f) The Company agrees that it shall not attempt to deliberately circumvent the ~~manning~~ **staffing**\*/~~demaning~~ **de-staffing**\* 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 ~~demanne~~*de-staffed*\* first regardless of their classification seniority.
- e) *d*)\* The Company agrees that it shall not attempt to deliberately circumvent the ~~manning~~*staffing*\*/~~demanning~~*de-staffing*\* requirements of this Article by use of temporary assignments.
- d) *e*)\* 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:**

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 ~~demanne~~*de-staffed*\* beyond ~~his~~ *their*\* seniority date. Absences include, but are not limited to, occupational and non-occupational injuries/illnesses.\*

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

*\*Administrative changes only*

**Article 45**  
**SUPER SENIORITY**

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**

**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**

**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 Superintendent and the LS6 President or ~~his~~ *their*\* 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~~**100**%
  - “B” reimbursed at ~~60~~**90**%
  - “C” reimbursed at ~~50~~**80**%
  - Non-degree courses (Pass/Fail): “Pass” reimbursed at ~~70~~**100**%
  - *Licenses – (i.e. FE/PE) exam cost will be reimbursed at 100%*
  - Total annual reimbursement cannot exceed \$5,250

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

- \$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.

***Reimbursement will be offset by any educational assistance from any other source (i.e. VA GI bill, Federal/State/Private grants, scholarships). Employees must list all other sources of funding on reimbursement application.***

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 Superintendent or designee.

### **Section 5 – ~~After Hours Training Employee Eligibility:~~**

~~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.~~

***Employees who have requested and been placed on a voluntary leave of absence (excluding protected leaves) will not be eligible for reimbursement for courses taken during that time period. Employees who have been placed on involuntary lay off will be eligible to receive reimbursement for the completion of courses taken during that time period.***

***Courses must not negatively impact the employee's ability to perform their job responsibilities.***

### **Section 6 – ~~Basic Skills Training Termination of Employment:~~**

~~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 56 and management.~~

***An employee who has been terminated for cause or resigns is not eligible for reimbursement. An employee who resigns within two years of receiving reimbursement shall be obligated to repay the company the full amount on a prorated basis.***

**Article 48**  
**JOINT UNION/MANAGEMENT SAFETY AND HEALTH COMMITTEE**

**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:

- a) Raingear – one set only for the duration of the contract for employees assigned to the outside crews (S18, S02, Y02, *and offsite H18s*).
- b) Rubber boots – two pair per year for the following:
  - M04s straightening at Structural Fabrication.
  - *Y02s at 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 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.

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**Article 49**  
**ATTENDANCE AT WORK**

**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	*21	Elected Officials***
* 03	Company excused	*15L	Compensated time off, FML
*4D	Death in family	16	Leave of absence granted by Employee Health
*4DP	Death in family paid	*17	Jury duty
<b>06M</b>	<b>Medical Pass-Outs</b>	*18	Military duty
<b>06X</b>	<b>Personal Business, Department Excused</b>	*18F	Military – Family
*7W	Weather	*20	Split shift
**09	Yard injury	*22	Company paid witness duty
*09L	Yard injury, FML	*23	On-call fireman
*10	No work in area (Outfit Fabrication, Structural Fabrication, Bath Fab, Pre-Outfit, LLTF and by Ship on Water)	*24	FML uncompensated time off
11X	Grace Late	*25	Other Excused Time Off as Required by Law
12	Suspension	*26	Accident and Sickness
*13	Union business unpaid	*26L	Accident and Sickness, FML
*14	Scheduled day off	*44	Company paid Union business
*15	Compensated time off	27	Overtime <b>Commitment Call In</b>
*6FH	Floating Holiday		

\*\* 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).

***A grace period of 1/2 hour one time per month for lates will be excused.***

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

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

(M) = Excused by Medical

**Section 3 – Unexcused Absences Codes:**

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

e) ~~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:**

*Notification for all attendance disciplinary actions will be sent via mail and text message to the employee's address and phone number on file, and take effect immediately. The employee's supervisor will be notified at each disciplinary step and will notify the employee as soon as possible.*

You will receive progressive discipline for unexcused absences as follows:

**First Offense: First Written Warning**

- If you have more than ~~five (5)~~ **fourteen (14)** unexcused absences in any ~~six (6)~~ consecutive calendar *year* months.
- If you have unexcused absences in excess of ~~twenty four (24)~~ **sixty (60)** hours in any ~~six (6)~~ consecutive calendar *year* months.

**Second Offense: Second Final Written Warning**

- *If you have any additional unexcused absences after being issued a first written warning.*
- ~~If you have more than one (1) unexcused absence in any six (6) consecutive calendar months.~~

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- ~~If you have unexcused absences in excess of eight (8) hours in any six (6) consecutive calendar months.~~

**Third Offense: Discharge**

- *If you have any additional unexcused absences after being issued a final written warning.*

***NOTE: The company will provide the Union with a list of employees due for discharge under this Article daily. Discharges will not go into effect until three days following the list being sent to the Union.***

- ~~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 issued under this article will expire on the first day of the following year, except for discharge.*
- ~~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 2 March 2018 \_\_\_\_\_, as modified.~~
- ~~Your discipline will be reduced by correcting your attendance as follows:~~

<u>Consecutive Months Of No Unexcused Absences</u>	<u>Months Reduction in Discipline Remaining On Your Record</u>
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:~~

## TENTATIVE AGREEMENT

- ~~• 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 mail (with copy to Local S6 President).~~
- ~~• Discipline through the mail shall be issued in accordance with the Memorandum of Agreement dated 2 March 2018, as modified.~~
- The appropriate Trade Shop Steward will be notified and will arrange a meeting with management in a timely manner ~~for~~ *after* 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 *or more* due to illness or injuries will be excusable if you *report to the Medical Department and provide a valid BIW Employee Return to Work Certification Form (or Cardiac Return to Work form):*.

- ~~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 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.)~~
- e) If your note *certification form* is found to be unacceptable *incomplete*, 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 *the medical department will work with the employee and the Union Benefits Committee to ensure they understand what is incomplete. The employee may be put to work through the return to work, stay at work process or placed on unpaid administrative leave pending evaluation of their medical and employment status.*

~~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.~~

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~~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:**

- 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

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available, the web-based system within one (1) hour following the start of your shift or sooner if circumstances permit or call your supervisor of the occurrence.

- Should the Call-In Center be malfunctioning, please call your Craft Administrator.
- *In the event you fail to meet the call-in requirements you will be subject to discipline under Article 50, Section 1, Rule C.*

**Article 50**  
**RULES OF CONDUCT**

**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:**

- 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.

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A. Repeatedly Neglecting to Clock In or Out.

You are required to clock in/out, (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 when passing through the gate during working times.

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 one hour 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.)



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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.

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.~~

~~KL.~~ 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.

~~LM.~~ Solicitation

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

~~MN.~~ 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.

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### 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

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~~ *they*\* may exercise ~~his~~ *their*\* right to remain silent.)

### B. Sleeping

All employees are required to stay awake while at work.

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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            -----

*(To Include Marijuana)*

D. Negligent Disregard of Instructions

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.

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**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**~~

~~Employees absent for five consecutive workdays without satisfactory excuse.~~

**EF. 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.

**FG. Drugs/Alcohol**

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

**GH. Immoral Conduct/Indecency**

Immoral or indecent conduct at work is unacceptable behavior.

**HI. 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.

**IJ. Habitual Offender**

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

**JK. 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**

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 August 24, ~~2020~~**2021, 2023** and ending August 20, ~~2023~~**2023, 2026**.

At the request of either party on or before January 15, ~~2023~~**2026** 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 August 24, ~~2020~~**2021, 2023**-to August 20, ~~2023~~**2023, 2026**.

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**

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.

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**Schedule A**  
**IAM NATIONAL PENSION FUND**

***[Placeholder]***

TENTATIVE AGREEMENT

**Schedule B**  
**HOURS OF WORK**

	<b><u>Main Plant</u></b> And all facilities beginning 4 January 2021*	<b><u>Structural</u></b> <b><u>Fabrication/Sweetser</u></b> Through 3 January 2021*
<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/Read St.</u></b> Through 3 January 2021*	<b><u>Outfit Fabrication</u></b> Through 3 January 2021*	<b><u>CROF</u></b> Through 3 January 2021*
<b>1<sup>st</sup> Shift</b>			
Start	6:24 a.m.	6:18 a.m.	7:00 a.m.
Break	9:00-9:10 a.m.	9:00-9:10 a.m.	N/A
Lunch	11:30 a.m.-12 Noon	11:30 a.m.-12 Noon	12 Noon-12:30 p.m.
End	2:54 p.m.	2:48 p.m.	3:30 p.m.
<b>2<sup>nd</sup> Shift</b>			
Start	3:00 p.m.	3:30 p.m.	3:30 p.m.
Lunch	7:30-7:50 p.m.	8:00-8:20 p.m.	8:00-8:20 p.m.
End	11:00 p.m.	11:30 p.m.	11:30 p.m.
<b>3<sup>rd</sup> Shift</b>			
Start	10:30 p.m.	10:30 p.m.	11:00 p.m.
Lunch	3:00-3:20 a.m.	3:00-3:20 a.m.	3:30-3:50 a.m.
End	6:30 a.m.	6:30 a.m.	7:00 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.

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	<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.



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**Maintenance Custodian**

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

Start 7:00 a.m.  
 Break 9:30-9:40 a.m.  
 Lunch 11:30 a.m.-12 Noon  
 End 3:30 p.m.

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

Start 3:30 p.m.  
 Lunch 8:00 p.m.-8:20 p.m.  
 End 11:30 p.m.

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

Start 10:00 p.m.  
 Lunch 3:30 a.m.-3:50 a.m.  
 End 6:00 a.m.

**Sandblast Building Hours**

And all facilities beginning 4 January 2021\*

Shift	Start	Suitup/Report to Job Site	Blast Time	Cleanup & Lunch	Blast Time	End
1st	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.

**Structural Fabrication Sandblast Hours**

Through 3 January 2021\*

Shift	Start	Blast Time	Cleanup & Lunch	Blast Time	End
1st	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 a.m.	3:20 a.m.	4:00 – 6:10 a.m.	6:30 a.m.

**Outfit Fabrication Sandblast Hours**

Through 3 January 2021\*

Shift	Start	Blast Time	Cleanup & Lunch	Blast Time	End
1st	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 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.

*\*Administrative change only*

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**Schedule C**  
**WEEKEND OVERTIME HOURS**

**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.

**SANDBLAST BUILDING OVERTIME HOURS (ALL FACILITIES)**

Shift	Start	Suitup/Report to Job Site/Set Up	Blast Time	Cleanup	End
1 <sup>st</sup>	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.
2 <sup>nd</sup>	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.
3 <sup>rd</sup>	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.
Void	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:**

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.

TENTATIVE AGREEMENT

**Schedule D**  
**SUBCONTRACTING STANDING LIST**

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 Gas monitoring systems Meter calibration Scales Straight Edges
Certifications	Boilers annual state inspection Cranes Elevators Fire alarms Rigging gear inspections Sprinklers
Cleaning	Jet snake drain line Vacuum and large sweeper trucks- condo assistance by Department 20
Dredging	Dredging/soundings/dolphins/hauling spoils
Environmental	<p align="center"><b><u>COLLECTION DOES NOT ALTER CURRENT PRACTICE</u></b></p> Changing fluids and maintenance of parts wash machines Collection and disposal of daily refuse Collection and disposal of special waste, contaminated metals, grit, wood, soil Collection and disposal of spent caustic bernite solution Collection and recycling of scrap paper and fiber material Collection and transportation and disposal of batteries Collection, transportation and disposal of bulk waste and emergency response Collection, transportation and disposal of drummed hazardous and non-hazardous Collection, transportation and disposal of medical waste Collection, transportation and recycling of AO, blast grit, road sand, garnet, black beauty, asphalt, and steel shot Collection, transportation and recycling of fluorescent tubes and ballasts Collection, transportation and recycling of scrap metal Collection, transportation and refurbish damages pallets Collection, transportation and waste wood recycling Provide professional laboratory and analytical services Sewer pump truck Underground tank inspections Water sampling

TENTATIVE AGREEMENT

CATEGORY	SERVICE DESCRIPTION
Excavation	Demolition and grading <i>*does not include equipment that will be salvaged or reused</i> Hot top/ trenching/ haul dredging/ excavating Field mowing
Excavation (contd.)	Pier and fender repairs Pile driving repairs Snow removal including hand shoveling at CROF and James Building Snow removal from the shipyard Snow plowing for all facilities
Repairs	Adjust ADA door closures Computer room on liebert units Curved glass replacement Elevator repairs when license required Front end alignment Motor, CMP transformer work, and starter repair/ rewind Oil samplings and replacement by vendor Outboard motor repairs Overhaul of hydraulic cylinders PM saws by saw blade supplier Pressure grouting Propane burners Rebuilt leaf springs, when heat treat and bending required Repairs to communication equipment, i.e. radios Repairs to critical equipment requiring technical assistance Repairs to magnets/coil Security systems repairs and PM Tire repair split ring rim only
Service	Blade sharpening, cold cut and shear Compressor overhaul- continue current practice to assist vendors Fence post driving Keys pad, electronic locks License pest control Oil burner service Pump concrete Remove and install rubber roofing Remove, repair, and install carpet greater than 400 square feet Ordering, distribution, stocking of consumables and rolling inventory Asbestos abatement Fence installation Dive Operations, when BIW team is not able or available to perform Tree cutting and removal near buildings, power lines, and other hazards Mobile crane service at non-production facilities with assistance by D20 Use of mobile crane and operator to support 11 crane wire rope lubrication
Warranty	All warranty/ factory recalls Vendor owned equipment

TENTATIVE AGREEMENT

<b>CATEGORY</b>	<b>SERVICE DESCRIPTION</b>
Structure	Stripping structural extrusions Removal and installation of structural concrete Core drill of four inch or greater with assistance by D20
Capital Projects	Crane support for painting the Number 11 crane New Construction of Buildings over 1,000 square feet
License Required	Elevator Installations Engineering Dive Studies- where Degree/ License is required

# **CLASSIFICATION TASK** **LISTS**

**Each mechanic shall perform his/her tasks in accordance with the Classification Task Lists**

**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.**

**VERSATILITY TASKS**

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:

- 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)

TENTATIVE AGREEMENT

- 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, **S06**)
- 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 Outfit Fabrication. (E02, L40, M04, P10, P18, S06, T04, W12)
- 23.) Use of come-alongs, including straps and attachments (E02, O04, P18, T04)



TENTATIVE AGREEMENT

**CLASSIFICATIONS**

C02	CARPENTER	P06	SIGN PAINTER
C70	CRANE OPERATOR	P10	PRESERVATION TECHNICIAN
E02	ELECTRICIAN	P18	PIPEFITTER
H18	MATERIAL HANDLER	S02	SAFETY INSPECTOR <i>TECHNICIAN</i>
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

## TENTATIVE AGREEMENT

### 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.
- *Use of plastisol dip tanks.*

**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.

## TENTATIVE AGREEMENT

### 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.
- 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.

TENTATIVE AGREEMENT

**E02 TASK LIST (Continued)**

- Understand and work trial cards, I&As, RNs, ESS, SPMs, QPLs, test procedures, drawings, and similar documentation.
- Activate and test.
- Troubleshoot and repair.
- Repair and calibrate.
- Hang signs for Rad-Haz.
- Maintain ATW.
- Sort E02 material.
- Safe use of cable straps and jack stands.
- Safe use of come-alongs for adjustments to equipment and cable.
- 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.

## TENTATIVE AGREEMENT

### 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 Outfit Fabrication 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.

TENTATIVE AGREEMENT

**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.



## TENTATIVE AGREEMENT

### 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.
- 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).
- 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

TENTATIVE AGREEMENT

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:** *Working in a lead/cadmium blast environment includes voluntary participation in a medical surveillance program, if required.*

TENTATIVE AGREEMENT

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.

## TENTATIVE AGREEMENT

### 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 (Structural Fabrication Bending Floor).
- Spray weld (Machine Shop) (need Navy certification).
- Shaft spark test.
- Fits and assembles machined parts into complete units (Bath and Structural Fabrication only).
- Operation of electric/pneumatic hand tools.
- Operation of oxy-fuel equipment - Structural Fabrication and Machine Shop (heating torches).
- Handle own material.
- Furnace work (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 toolant used).
- Operate barcode scanners.
- Use of burning machine
- Move material among machines at Outfit Fabrication
- Perform machine operation minor repairs and daily maintenance (e.g., repair of a guard, fluid level), not including scheduled preventative maintenance
- Snow and ice removal in way of own job.

TENTATIVE AGREEMENT

**MACHINES SORTED BY TYPE**

Machines	Type	Function	Location			
			Machine	Structural Fab	Outfit Fab	Service Shop
Band Saw	1	Saw	Machine	Structural Fab	Outfit Fab	Service Shop
Blacksmith	1	Bend		Structural Fab		
Cut Off Saw	1	Saw	Machine	Structural Fab	Outfit Fab	Service Shop
Cutter Grinder	1	Sharpen	Machine		Outfit Fab	
Gear Cutter	1	Cut Gears	Machine			
Post Drill Press	1	Drill	Machine	Structural Fab	Outfit Fab	Service Shop
Pull-Max Beveler	1	Bevel		Structural Fab		
Shear	1	Cut			Outfit Fab	Service Shop
Coping Machine	2	Cut		Structural Fab	Outfit Fab	
Bending Floor	2	Straighten		Structural Fab	Outfit Fab	
Blanchard Grinder	2	Grind Flats	Machine			
8 Ft. Rolls	2	Roll			Outfit Fab	
Greenerd 75-Ton Punch Press	2	Form/Punch			Outfit Fab	
Horizontal Press	2	Form		Structural Fab	Outfit Fab	
Iron Worker	2	Cut/Punch		Structural Fab	Outfit Fab	Service Shop
Strippit Super AG Punch	2	Cut/Shape			Outfit Fab	
Surface Grinder	2	Grind Flat	Machine		Outfit Fab	
Time Saver	2	Surface Prep			Outfit Fab	
Door Edge Shaper	3	Roll			Outfit Fab	
Frame Bender	3	Bend		Structural Fab		
Mattison Grinder	3	Grind Flat	Machine			
Radial Drill	3	Drill	Machine	Structural Fab		
Thermal Basic Furnace	3	Heat Treat	Machine	Structural Fab	Outfit Fab	
Vertical Rolls	3	Roll		Structural Fab	Outfit Fab	Service Shop
Blast and Paint Building	4	Surface Prep		Structural Fab		
Brake	4	Bend		Structural Fab	Outfit Fab	Service Shop
32 Ft. Rolls	4	Roll		Structural Fab		
Engine Lathe	4	Tum	Machine	Structural Fab	Outfit Fab	
Milling Machine	5	Mill	Machine	Structural Fab	Outfit Fab	
Pipe Bender	5	Bend			Outfit Fab	
Vertical Press	5	Form		Structural Fab	Outfit Fab	

Hi-Tech Operating CNC Lathes  
 Hi-Tech Operating CNC Milling Machine  
 Hi-Tech Operating Vertical Boring Mills 4A, 4B  
 Hi-Tech Operating CNC Vertical Lathe  
 Hi-Tech Operating 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

TENTATIVE AGREEMENT

Hi-Tech Waterjets

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TENTATIVE AGREEMENT

**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.
- 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.



TENTATIVE AGREEMENT

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.

TENTATIVE AGREEMENT

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.

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.
- 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.
- Kit parts needed for each valve run.
- Templates and layout.
- Equipment troubleshooting and repair.
- Sets up and operates flushing gear, pumps, hoses, etc.
- 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).
- Snow and ice removal in way of own job.
- Apply zinc molybdate to liners and shims.

## TENTATIVE AGREEMENT

### O04 TASK LIST (Continued)

- 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), not including scheduled preventative maintenance
- ***Shipboard Valve Repair.***

TENTATIVE AGREEMENT

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.

## TENTATIVE AGREEMENT

### 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).
- 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.
- ***Tent building***
- ***Use of plastisol dip tanks (hand wheels only)***

**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.

## TENTATIVE AGREEMENT

### 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.).
- 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., ~~Pyelok~~ **Lok-Ring, Mega press**).
- 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.

TENTATIVE AGREEMENT

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).



TENTATIVE AGREEMENT

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.

TENTATIVE AGREEMENT

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 Outfit Fabrication and Structural Fabrication
- 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

**NOTE:** Working in a lead/cadmium blast environment includes voluntary participation in a medical surveillance program, if required.

TENTATIVE AGREEMENT

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
- Install wooden covers for fall protection.

## TENTATIVE AGREEMENT

### 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.
- 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.

## TENTATIVE AGREEMENT

### 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 Structural Fabrication for prepping material.
- Operate barcode scanners.
- Safe setup and operation of burning equipment.
- Safe use of chain falls (straight lifts) (Y02 install and remove rigging).

TENTATIVE AGREEMENT

T04 TASK LIST

**Tasks to include but not limited to the following:**

- Come-along and jack usage.
- 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.

## TENTATIVE AGREEMENT

- Rack and bin installation/removal.

**T04 TASK LIST (Continued)**

- 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.
- 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.
- 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.



TENTATIVE AGREEMENT

TENTATIVE AGREEMENT

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.

TENTATIVE AGREEMENT

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).
- 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 W12.
- 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).~~ ***Mechanized 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.

TENTATIVE AGREEMENT

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 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.