

**AGREEMENT
BETWEEN
BATH IRON WORKS
CORPORATION
AND
BATH MARINE
DRAFTSMEN'S
ASSOCIATION
LOCAL 3999, UAW**

EFFECTIVE: March 21, 2022

EXPIRING: March 23, 2026

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FOREWORD

The purpose of the within Agreement is to establish orderly means and procedures whereby the BATH IRON WORKS CORPORATION and the BATH MARINE DRAFTSMEN'S ASSOCIATION, Local 3999, United Automobile, Aerospace and Agricultural Implement Workers, of America (UAW) or its successor, may discuss rates of pay, wages, hours of employment, and other conditions of employment, matters, or problems of interest or benefit to either or both, and the settlement of differences which may arise between the parties.

THIS AGREEMENT made this, 21st day, March 2022, by and between the BATH IRON WORKS CORPORATION, a corporation organized and existing under the laws of the State of Maine, with its principal office in the City of Bath, in the County of Sagadahoc and State of Maine (hereinafter referred to as the "BIW"), and the BATH MARINE DRAFTSMEN'S ASSOCIATION, Local 3999, United Automobile, Aerospace and Agricultural Implement Workers, of America (UAW), or its successor, a voluntary association, also of said City of Bath, in the County of Sagadahoc and State of Maine (hereinafter referred to as the "BMDA").

ARTICLE I (1)

Recognition

Section 1. The BIW recognizes the BMDA as the exclusive bargaining representative of all employees and contract employees within the bargaining unit for the purpose of collective bargaining in respect to wages, hours and other terms and conditions of employment.

The bargaining unit shall include those employed by the BIW in the Engineering Division as of this date. Applicable classifications are those appearing under Article X, (Wage Schedule) and contract employees and collocated subcontractor employees as defined in Articles XXVII and XXXII. This includes employees engaged in the original development, revision, and maintenance of design models and plans, including development of functional drawings (as further described in Article XXI). The bargaining unit will also include those employed as designers in other departments and engaged in the original development, revision and maintenance of plans, and pipe sketchers as defined in the Memorandum of Agreement dated August 27, 1991, but excludes any other employee engaged in sketching or placing in a different form information already included on plans or other documents developed by the Engineering Division. Personnel performing nondestructive testing and technical and environmental laboratory technicians are also included. Excluded are secretaries, stenographers, typists, printing equipment operators, stenographic clerks, college students employed during academic vacations, engineers and supervisors within the meaning of the National Labor Relations Act as amended by Section 9(a) of the Labor Management Relations Act, 1947.

Section 2. Wherever the term “employee” is used in this Agreement, it shall mean any employee included within the bargaining unit.

Section 3. The conditions of employment provided for in this Agreement shall be applicable only to an employee who is on the active working rolls of BIW, except that any employee on layoff whose seniority with BIW has not been broken shall be entitled to their seniority rights, benefits as applicable and use of the grievance procedure in connection with such rights.

ARTICLE II (2)

No Discrimination

Neither the BIW nor the BMDA will discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, marital status, national origin, age, disability, veteran of the United States Armed Forces, or membership in any lawful organization, or because of any other basis prohibited by controlling law. The BIW will not discriminate against any employee by reason of their membership in the BMDA or by reason of any BMDA activity on the part of an employee not in contravention of any provision of this Agreement.

ARTICLE III (3)

Dues, Initiation Fees and Checkoff

Section 1. The BIW agrees that it will not retain as an employee any person in the bargaining unit unless they tender periodic dues and an initiation fee to the BMDA, commencing thirty-one (31) calendar days after the date of hiring. Failure of an employee to tender their periodic dues and the initiation fee to the BMDA shall be cause for discharge, after notice in writing has been given to the BIW by the BMDA.

Section 2. Upon assignment in writing from an employee in the bargaining unit, in a manner and substance agreed upon by the BIW and the BMDA, the BIW shall:

- (a) Deduct their initiation fee out of wages earned and due.
- (b) Deduct their periodic monthly dues out of wages earned in and due for the current month in the BIW's employ.
- (c) Transmit all monies so deducted to the BMDA, which will issue to the BIW its official receipt therefore when paid.

Section 3. For BMDA employees participating in any benefit plan offered through a Taft-Hartley Trust Agreement executed between BIW and the BMDA upon assignment in writing from an employee in the bargaining unit, in a manner and substance agreed upon by the BIW and the BMDA, the BIW shall:

- (a) Deduct their periodic premium(s) out of wages earned and due. To the extent permitted by law, these contributions will be deducted before taxes are withheld in accordance with Internal Revenue Code, Section 125.
- (b) Transmit all monies so deducted to the appropriate Plan Administrator.

Section 4. For BMDA employees voluntarily contributing to the UAW V-CAP fund, the Company shall:

- (a) Deduct their contribution out of wages earned and due.
- (b) Transmit all monies so deducted to the appropriate Plan Administrator on a monthly basis.

NOTE: To the extent permitted by law, BIW shall pay for all administrative costs associated with PAC deductions.

Section 5. For BMDA retirees voluntarily contributing to the UAW Retiree Fund, the Company shall:

- (a) Deduct their contribution from their pension earned and due.
- (b) Transmit all monies so deducted to the appropriate Plan Administrator on a monthly basis.

Section 6. Allow payroll deduction authorization for the purchase of BMDA Memorabilia.

ARTICLE IV (4)

Management Functions

The management of the BIW and the direction of the working forces, including the right to hire, classify, assign, transfer into or within the bargaining unit, promote, discipline or discharge for cause, decrease the force, require employees to observe the BIW's rules and regulations, and to regulate the use of equipment and other property of the BIW, are the prerogatives of the BIW. It is agreed that all management functions not specifically limited by the expressed provisions of this Agreement or by memoranda of understanding, grievance settlement agreements, or prior arbitration decisions construing any portion of the current Agreement are reserved to BIW.

ARTICLE V (5)

Grievances

Section 1. Wherever used in this Agreement, the term “grievance” shall mean any difference or dispute raised by an employee or by one (1) designated employee of a group of employees regarding the intent, interpretation or operation of any provision of this Agreement.

Employees should be encouraged to resolve issues with their immediate Supervisor prior to filing a grievance. Nothing shall preclude Union Representatives, with or without the employee from meeting and attempting to resolve the issue with the employee’s immediate Supervisor. Upon meeting with the Union Representatives, the Supervisor shall have two (2) working days to respond to the Union. If the Supervisor’s response is deemed unacceptable, the Union may elect to reduce the grievance to writing and enter into the grievance process. Nothing shall preclude the Union from pursuing a grievance directly to a Manager or Department Head in the case where reporting lines comport with this Section.

Section 2. Grievance Process (the time frames described in this section may be extended by mutual agreement which will be confirmed in writing):

BMDA Union Representatives will present the grievance at all steps of the process. The affected employee(s) may be present at any or all of the proceedings, if applicable. Prior to any grievance hearing the Union may submit a list of witnesses desired at the hearing and the Company will arrange to have such witnesses present at the hearing with the understanding that each witness can address the relevant facts and issues.

The written grievance will be provided by the BMDA and include the nature of the grievance, alleged articles of the labor agreement violated, and desired resolution.

Step 1: The Manager

- Upon receiving the grievance form, provided by the BMDA, the Manager shall conduct the grievance hearing within five (5) working days.
- The Manager shall have five (5) working days to advise the Union of their decision.
- The BMDA shall, within five (5) working days of the Manager’s decision, notify the Manager as to whether or not said determination is satisfactory.

Step 2: The Department Head

- Upon receiving the grievance form, the Department Head shall conduct the grievance hearing within seven (7) working days.
- The Department Head shall have five (5) working days to advise the Union of their decision.
- The BMDA shall, within five (5) working days of the Department Head’s decision, notify the Department Head as to whether or not said determination is satisfactory.

Step 3: Labor Relations

- If the grievance is not satisfactorily resolved by the Department Head involved, the BMDA shall file the grievance with the Labor Relations Department within thirty (30) working days of receipt of the Department Head's decision. The employee(s) and two (2) or more members of the Executive Committee of the BMDA shall take up the grievance with Labor Relations who shall conduct grievance meeting(s) within ten (10) working days from receipt of notification. The grievance hearing shall consist of open dialogue by both the Union and Management regarding pertinent facts relating to the issue in dispute.
- The Labor Relations representative, or their nominee(s), shall advise the Union of the decision in writing within ten (10) working days from date of the initial meeting.
- The BMDA shall, within ten (10) working days after receiving the determination, notify the Labor Relations representative, or their nominee, as to whether or not said determination is satisfactory. This notification shall provide BIW the specific reasons why the determination is unsatisfactory.

Section 3. At any time after Step 3 and prior to Arbitration, at the request of either party, representatives of the Local and/or the International Union shall meet with the Director of Labor Relations and the appropriate Vice President or their nominee and appropriate witnesses mutually agreed to by the parties in advance of the meeting to review the grievance in an attempt to reach a satisfactory resolution of the issue.

Non-binding mediation of any dispute/grievance may occur upon the agreement of both Parties. The selection of a mediator through the Federal Mediation and Conciliation Services (FMCS) 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 precedent or prejudice. The Parties agree that the timeline by which to file for arbitration shall be paused upon request of either Party to engage in mediation.

Section 4. A second or third shift employee shall be paid for actual time spent at grievance meetings or hearings if held during first shift work hours.

Section 5. If BIW contends that an alleged grievance is either not a proper subject for bargaining or is not arbitrable because a party did not comply with the time limits or procedures for filing or processing the alleged grievance, BIW shall notify the BMDA in writing of that defense when known prior to the arbitration hearing. After proper notification, the matter may be submitted and a decision obtained as to whether or not the alleged difference or dispute is a proper subject for arbitration under the Agreement.

Section 6. Any difference or dispute that has been processed in accordance with the provisions of the preceding sections of this Article and is not satisfactorily settled may be submitted to arbitration upon written request provided such written request is made within thirty (30) working days of receipt of the Labor Relations representative's decision. There will be one arbitrator/mediator selected in accordance with the procedures of the FMCS. The Arbitrator will

follow the FMCS Rules for arbitration. The Arbitrator shall make their own rules of procedure. Their 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 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. If other evidence shall be introduced, then the arbitrator shall view the whole of the evidence and weigh the same in such manner as shall, in their judgment, be wise.

The decision of the arbitrator shall be final and binding upon BIW and the BMDA for the duration of this Agreement, but it is understood and agreed that the refusal of either to alter any position it may take with respect to any arbitration decision in connection with the renewal of this Agreement or the making of a new agreement shall not be regarded as a refusal to bargain collectively and in good faith.

The cost of the arbitrator and administrative costs of the arbitration shall be shared equally between the BIW and BMDA. BIW and BMDA shall each bear their respective costs of those in attendance, except for three (3) BMDA officials who will be paid by BIW.

The Union and the Company may, following settlement of a grievance scheduled for arbitration, substitute another grievance to be heard by that arbitrator by mutual agreement.

Section 7. An employee of the BIW who wishes to present a grievance to the BIW must present such grievance at Step 3 within a period of seven (7) working days following their termination of employment from BIW, unless such grievance has been initiated by the employee as provided by Section 2 of this Article prior to such termination.

Section 8. Failure to file a grievance within three (3) months of the date the employee knew or should have known of the fact or event on which it is based, shall be construed and deemed to be an abandonment of the grievance except as otherwise herein limited in Section 7 of this Article, or when an employee is unable by reason of physical or mental incapacity to file a grievance within three (3) months from its occurrence or latest existence. The three (3) months' period shall not commence until the physical or mental incapacity of the employee ceases or ends.

Section 9. Unless otherwise agreed in writing, the grievance shall be considered waived at any step of the grievance procedure if it is not carried forward within the period of the time specified in the various steps of the grievance procedure.

Section 10. Failure of management to conduct a scheduled grievance meeting or hearing without proper notification to the BMDA, shall be cause for the BMDA to move the grievance to the next step of this procedure.

Section 11. Agreements made at any level may be of a non-precedent setting nature. All such agreements shall be made in the presence of the Union. Such agreements may not alter the labor

agreement. Non-precedent setting agreements are intended to facilitate immediate problem resolution based on applicable facts. They shall not be used for arguing disparate treatment.

ARTICLE VI (6)

Layoff and Separation

Section 1. Wherever the term “layoff” is used in this Agreement, it means a termination of employment by BIW for over ten (10) consecutive working days occasioned by lack of work. Wherever the term “recall” or “rehire” is used in this Agreement, it means a return to work at BIW for not less than thirty (30) calendar days of work.

Section 2. BIW will provide the BMDA with layoff notice fifteen (15) working days prior to any anticipated layoff. BIW will not transfer non-bargaining unit employees into bargaining unit classifications with employees on layoff for twelve (12) months from date of notice of layoff. With respect to any layoff, BIW and BMDA shall meet and discuss the layoff twelve (12) working days prior to the date of the anticipated layoff. Affected employees shall be given ten (10) working days' notice. The employee has the option of accepting forty (40) hours' pay or working the ten (10) day notice period, which will not affect the date of layoff for recall purposes.

Section 3. “Working days” notice means the period starting with and including the day after which notice is given by BIW to the BMDA or any affected employee. In the event an employee is absent from work on the day notice of layoff would otherwise be given, BIW shall provide notice by certified mail to the last known address on the employee's Personnel Record and the day of mailing shall be considered the day after which notice is given.

Section 4. In the event of layoffs for reasons beyond the control of BIW, such as those resulting from power or machinery breakdown, casualties, fires, floods, hurricanes, tornadoes, and blizzards, or due to suspensions or cancellation of contracts for work upon request of the owner or upon Government orders, BIW shall give seven (7) working days' notice to the BMDA and five (5) working days' notice to affected employees. However, BIW may opt to pay forty (40) hours in lieu of these notice requirements.

Section 5. No employee shall leave the employ of the BIW without first giving one (1) week's notice of their intention to leave. Less than one (1) week's notice may be accepted if satisfactory to the BIW.

Section 6. BIW shall give two (2) working days' notice to the BMDA with respect to any contemplated rehiring of any BMDA member on layoff.

Section 7. An employee who is laid off or retires shall be paid their full unused vacation entitlement (in accordance with Article XV) at the time of layoff or retirement. An employee being laid off may decline payment of such unused vacation entitlement until the end of the calendar year following layoff for use in case of recall. Payment will occur at the end of that year, absent recall. In the interim, the laid off employee may request full payment at any time. Payment will be made during the next regular pay period.

ARTICLE VII (7)

Seniority

Section 1. By “seniority” is meant the length of an employee's service with the BIW as of the day preceding the effective date of this Agreement and as accumulated thereafter. An employee shall not be entitled to any seniority until they have served their probationary period. Company-wide (“yard-wide”) seniority will be used for health and welfare benefits, vacation and sick leave.

Section 2. Seniority within work category shall be the determining factor in layoff and rehiring of employees after layoff, providing, however, that the employee with the greater seniority shall possess skill and ability to perform the available work relatively equal to or greater than that of the employee with less seniority. The Company will meet and confer with the BMDA president or designee prior to retaining or recalling any BMDA employee out of seniority by skill and ability. Layoffs and rehiring shall be processed through work categories on the following basis:

- (a) Associate Engineer.
- (b) Designer.
- (c) Laboratory Technician.
- (d) NDT Technician.
- (e) Technical Clerk.

Section 3. The seniority of any employee shall be broken and no prior period of their employment counted, except as otherwise specified herein, if:

- (a) They are discharged.
- (b) Such employee quits.
- (c) An employee with less than two (2) years’ seniority is laid off for a period exceeding one (1) year, or an employee with two (2) or more years, but less than three (3) years’ seniority, is laid off for a period exceeding three (3) years, or an employee with three (3) years or more seniority is laid off for a period exceeding four (4) years.
- (d) They are laid off and when recalled to their regular job or elected alternate jobs within the bargaining unit, fails to report for work within five (5) working days after such notification without reasonable excuse. A copy of such notification shall be given to the BMDA. Should BIW be unable to contact the employee by phone, BIW will certify mail (copy to BMDA) the employee’s recall notice to the employee’s address of record. Final notice of recall shall be five (5) working days from receipt or fourteen (14) working days from date of mailing, whichever first occurs.
- (e) An employee is on leave of absence for occupational reasons for a period exceeding five (5) years.

- (f) An employee is on a leave of absence for non-occupational reasons for a period exceeding their length of service or twenty four (24) months, whichever is less.
- (g) Prior to the separation of employees that are out of work on a non-occupational leave of absence, BIW shall provide at least two (2) weeks' notice by certified mail (copy to BMDA) of the planned termination to the employee's address of record.

Section 4. Seniority of any employee who is laid off for lack of work or placed on leave of absence shall be fixed as of the day of layoff or granting of leave of absence. Any employee who has been laid off or on leave of absence whose seniority has not been broken shall, upon return to work, be entitled to the same seniority they would have accrued if they had not been laid off or on leave of absence.

Section 5. If an employee is laid off for lack of work, the BIW will endeavor to place them on work elsewhere in the plant where their services may be needed, subject to Section 6, providing, in the opinion of BIW, they are qualified to perform the available work. An employee who refuses a placement offer outside of the bargaining unit shall not lose their recall rights.

Section 6. When a permanent job opening needs to be filled, the following process/preferences will be followed in order of listing:

- (a) Out of work within classification not on involuntary layoff.
- (b) Involuntary layoff within classification.
- (c) Out of work yard wide (senior qualified).
- (d) Involuntary layoff yard wide.
- (e) Transfer yard wide.
- (f) New hire.

Section 7. Elected officers of the BMDA, not exceeding nine (9) shall have top seniority rights in their respective work category for the purpose of layoff.

Section 8. Interruption of employment not exceeding the limitations in Section 3(e) due to a compensable yard injury or a compensable occupational disease suffered while in the employ of BIW shall not be deemed to forfeit an employee's seniority, and the employee shall accumulate seniority during such interruption of employment if such injury or disease shall be evidenced by a medical certificate acceptable to both parties.

Section 9. An employee who is transferred into this bargaining unit shall have their seniority date for purposes of layoff and rehire fixed as of the date of transfer but not until they have been continually employed as a member of the bargaining unit for one (1) year. At the end of the one (1) year period, they will be credited with any prior BMDA seniority and for every full year of BMDA seniority earned after the date of transfer, one (1) year of non-BMDA service will be restored. After March 20, 2022, such crediting of non-BMDA seniority shall be limited to only those transferring into the BMDA with five (5) or more years of non-BMDA seniority or a BIW graduate apprentice.

Section 10. Service as a contract employee or temporary employee shall not result in the accrual of any seniority under this Agreement.

Section 11. Interruption of employment for a period not exceeding the limitations of Section 3(f) from the original date of leave of absence when applied for and granted, due to sickness, injury or mental or physical disability, shall not be deemed to forfeit an employee's seniority with BIW, provided the same shall be evidenced by a doctor's certificate acceptable to both parties.

Section 12. The Union agrees that BIW may designate up to seven (7) employees with super seniority, who shall have top seniority rights in their respective work category for the purposes of layoff. BIW will give a list of these people to the Union quarterly.

ARTICLE VIII (8)

Work Assignment

Section 1. If at any time the Congress of the United States of America shall revise the Wage and Hour Law to change the now prevailing forty (40) hour week, it is agreed that any mention in this Agreement to the forty (40) hour week shall be automatically declared void and immediately rewritten to conform.

Section 2. Any changes in the hours of work as provided in Article XL will be discussed and agreed to between BIW and the BMDA prior to implementation.

Section 3. When employees are required by BIW to change from the shift they are presently working, the following guidelines shall be used:

- (a) Management will use volunteers whenever possible, but BIW retains the right to assign. Skill and ability assignments will be a consensus decision of the BIW Management and BMDA. Where skill levels and business needs permit, volunteers will be assigned, most senior first, by discipline and work category, by department within a facility. If there are an insufficient number of volunteers, then direct assignment will be on a rotation basis of up to three (3) months within a group by work category, by department within a facility, where skill levels and business needs permit, least senior first. An end date will be provided for the employee's return from this non-volunteer rotation.
- (b) Individuals who volunteer for shift reassignment will be asked to fill out a Shift Change Request Form, which will be kept on file at the department level. Management shall respond to the Shift Request Form within ten (10) working days.
- (c) Individuals who rescind their volunteer status shall do so with a Shift Change Request Form and will have up to three (3) months duration measured from the date of such re-submittal. Management shall respond to the Shift Change Request Form within ten (10) working days. An end date will be provided for the employee's return.
- (d) Ten (10) working days' notice will be given prior to a shift change taking place unless waived by the employee.
- (e) It is not intended for BIW to give up its right to assign employees to a different shift for short periods of time to suit unforeseen circumstances or emergencies. For these short-term shift changes, BIW may involuntarily assign employees for periods of eight (8) weeks or less in the absence of qualified volunteers. Any employee selected for such short-term assignment will only be subject to one such involuntary assignment per calendar year.

- (f) BIW will attempt to not place any undue hardship on an employee. Hardships will be a consensus decision between the Department Head and Union President or their designees.

Section 4. Any department head who is to be the recipient of an employee into a BMDA-represented position or is changing a BMDA employee’s work category, will notify the BMDA in accordance with the following table:

EMPLOYEE TRANSACTION	NOTICE REQUIREMENT	CONTRACT REFERENCE
Transfer to BMDA-represented position	On or before date of transfer	Article VIII, Section 4
Temporary employees (college students)	Upon decision to hire summer students	Article XXVII, Section 1
Contract employees (farm-ins)	Upon decision to hire farm-ins	Article XXVII, Section 2
New Hires	Within two (2) weeks of date of hire	Article VIII, Section 4
Change in work category	Within two (2) weeks of change	Article X
Loans	Upon decision to loan	Article XXVII, Sections 9 & 10

Section 5. Special shift requests initiated by BIW are based on a business need to have specific work performed during a period that is other than one of the regularly-established shifts.

A request for a special shift initiated by a BMDA-represented employee needs to be reviewed by Management to determine whether, given the business requirements of that work unit, the request can be accommodated. An employee may not work a Special Shift except if approved in writing. The Special Shift Approval process for such request is as follows:

- (a) Employees must submit a request to their supervisor for a Special Shift by completing the request form.
- (b) If the supervisor determines that business operations can accommodate the request, the supervisor will review the request with the Division VP or designee and Labor Relations for approval.
- (c) The employee requesting the Special Shift will be notified in writing if the request has been approved or denied. Denials shall include the rationale for the denial and a copy shall be provided to the BMDA.
- (d) If the request is approved, the employee may not deviate from the schedule until the employee has received written approval for a schedule modification to return to core hours.
- (e) Denials shall be grievable if the decision to deny the request is discriminatory, arbitrary, and/or capricious.

Special shifts, whether requested by the Company or an employee, do not have an infinite duration. Even long-duration requirements need to be resubmitted periodically for review and approval by both Management and the BMDA.

Section 6. For short-term/temporary same shift assignments between facilities, BIW retains the right of assignment in accordance with the Management Functions article of this Agreement. For these assignments, BIW will attempt to not place any undue hardship on an employee. Hardships will be a consensus decision between the Department Head and Union President or their designees.

Section 7. For long-term/permanent same shift assignments between facilities in Maine, the Company will provide five (5) working days’ notice prior to a facility change taking place unless waived by the employee. For these assignments, BIW will attempt to not place any undue hardship on an employee. Hardships will be a consensus decision between the Department Head and Union President or their designees.

Section 8. The Parties agree that Work From Home (WFH) shall be offered to BMDA employees in accordance with the governing MOA(s).

Section 9. The Parties agree that Part-Time Work shall be offered to BMDA employees in accordance with the governing MOA(s).

SHIFT CHANGE REQUEST FORM

NAME:	BADGE NO:	DEPT:
SHIFT CURRENTLY ASSIGNED:		SHIFT REQUESTED:
SIGNATURE:		DATE:

DATE RECEIVED IN DEPT:	DATE SHIFT WILL CHANGE:	
MANAGER SIGNATURE:		DATE:

Note: Individuals who rescind their request then change their mind will have the three (3) months measured from the point of resubmittal.

BMDA Special Shift Request Form

Employee Name	
Supervisor Name	
Manager Name	
VP Name	

Schedule Requested:

	Monday	Tuesday	Wednesday	Thursday	Friday
Start					
End					

Please give consideration to Holiday Weeks and submit an alternate schedule request for those weeks if necessary.

Requested Start Date: _____ **Requested End Date:** _____

Employee Need for Modified Schedule (filled out by employee, attach and number additional pages as needed)	
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This section should justify extenuating circumstances why employee cannot work the standard hours of work, per Article XL.

Supervisor assessment that company needs are met.	
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Supervisor must identify how company needs will still be met. This will include verifying that all critical tasks and skills can be covered by others during the standard hours of work.

By signing below you approve this deviation from core hours at your level of authority.

	Name	Signature	Date
Employee			
Supervisor			
Labor Relations			
Vice President			
BMDA			

ARTICLE IX (9)

Trial Crew Service

Section 1. It is mutually understood and agreed that service on trial crews shall be voluntary and that nothing in this Agreement shall be so construed as to limit or abridge the right of the BIW to make individual agreements with each member of the trial crews in respect to the terms of their employment as long as the terms are not in violation of this Agreement.

Section 2. Only BMDA employees shall be assigned those trial crew services that include BMDA work.

Section 3. Trial crew assignments will be made from within the BMDA on a rotating basis, so long as the individuals due for assignment possess the skill and ability to perform the tasks. Rotation is intended for the less complex trial tasks. It is understood that employees may be selected out of rotation where circumstances require individual skills, such as trials on a ship-to-ship basis, for first-of-a-class ship or where a ship has undergone major change.

Section 4. The BIW will furnish the BMDA a preliminary list of trial crew assignments and responsibilities at least five (5) working days prior to start of trials.

Section 5. Employees shall receive pay for all time spent on sea trials including shift premiums and overtime.

- (a) A sea trial begins at the time of raising the gangway immediately prior to ship departure and ends when the gangway is lowered immediately after the ship docks.

ARTICLE X (10)

Wage Schedule

Section 1. The wage rates contained in the following schedule of this Agreement shall remain in full force and effect for the periods specified in this Agreement.

Section 2. Classifications shall be limited to those specified in the following schedule that have been made a part of this Agreement. BIW and the BMDA may add classifications to this schedule through mutual agreement. In the event that the BMDA and BIW cannot reach agreement for a new classification, implementation by BIW shall be subject to the grievance and arbitration procedure as outlined in Article V.

Section 3. Advance vacation payments, and any other special payment representing thirty-two (32) hours or more of pay beyond the regular paycheck, shall be provided by separate payroll check. To the extent allowed by tax law, tax deductions for such separate payments shall be calculated separately from the regular paycheck.

Section 4. You will receive your regular weekly paycheck on each Thursday. A supplemental check will be provided upon request to employees whose paycheck is in error for a value equal to two (2) hours regular pay or more, by the close of business Friday. Corrections for discrepancies equal to a value less than two (2) hours' regular pay will be paid in the next paycheck.

All new employees will be automatically enrolled in direct deposit and electronic paystubs during new hire orientation. Employees may elect to opt-out of direct deposit and/or electronic paystubs and receive a paper check by completing a request through payroll. BIW will provide electronic access to paystub information with the ability to print at no cost to the employee.

Section 5. Employees assigned to local facilities outside the Main Plant in Bath who have a discrepancy in their paycheck and Payroll is unable to deliver a corrected check to the employee's Off-Site location by the end of their shift will be allowed to pick up their check during Payroll hours.

Section 6. New Hire Relocation Allowance

It is the intention of the Company and the Union that newly hired employees be provided with a relocation allowance for the sole purposes of covering the costs associated with the relocation.

- (a) All new employees that accept a permanent position as a BMDA-represented employee at Bath Iron Works and permanently relocate during the duration of the current labor contract will be provided with a one-time lump sum relocation allowance of \$5,000.00.
- (b) This \$5,000.00 payment is made subject to all applicable withholdings.

- (c) To be eligible for the relocation allowance the employee must satisfy the IRS requirement that the distance from the employee's home to the new job site must be more than 50 miles greater than the distance from the employee's home to their current job site.

For example: Prior to relocation, an employee lives in Portsmouth, New Hampshire, 5 miles from their current employer the Portsmouth Naval Shipyard. Taking into account the requirement that BIW must be more than 50 miles greater than the distance from the employee's home in Portsmouth to the Portsmouth Shipyard, the minimum distance an employee must relocate to receive the relocation allowance is 55 miles. Given that the BIW Main Facility is 85 miles from the Portsmouth area and exceeds 55 miles, the employee would qualify for the relocation allowance.

- (d) All employees who accept the relocation allowance will be required to sign an agreement obligating them to repay the full \$5,000.00 relocation allowance in the event they voluntarily leave BIW prior to one full year of employment.

Section 7. Definitions

(a) Work Leader

In addition to the core function within their classification, the Work Leader shall assist the Supervisor with any or all of their daily responsibilities. These activities include but are not limited to: coordinating the assignment, statusing, planning and scheduling of work within the team or group. The Work Leader may delegate, on a limited basis, elements of their tasks/functions to co-workers within the group in order to achieve maximum efficiencies. The Work Leader may attend meetings, provide input into co-worker evaluations and/or act in the Supervisor's stead at the discretion of management. The only function the Work Leader shall not be permitted to perform is invoking discipline.

(b) Instructor

An employee who, on a part- or full-time basis, is assigned the task of validating, documenting, and communicating processes and procedures. Is tool-oriented and instructs employees on its use.

-Or-

An employee who on a part- or full-time basis, is assigned to develop and/or teach a curriculum for one or more courses, in a group environment.

(c) Design Lead

An employee who, on a part- or full-time basis, is assigned as the primary design point of contact for the coordination, design development, or incorporation of a broad and/or particularly complex scope of work.

-Or-

An employee who, on a part- or full-time basis, is assigned the task of supporting employees with discipline specific technical knowledge.

(d) Expectations of all Represented Employees

In the interest of developing a proficient and educated workforce, it is expected that all employees will share job knowledge and experience with their fellow co-workers.

Section 8. Contract Ratification Bonus

If the contract is ratified by midnight, March 20, 2022, a ratification bonus of two-thousand dollars (\$2,000) subject to applicable withholdings will be paid on the March 31, 2022 pay date to all employees on the active payroll effective March 21, 2022, and those employees who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between March 22, 2022 and March 17, 2023, and who remain on the active payroll for four (4) full consecutive weeks.

Section 9. Cost of Living Adjustment (COLA)

- (a) This contract includes a potential COLA for the calendar years 2023, 2024, and 2025 which would be paid as a lump sum, equal to a percentage of the employee's base annual wage.
- (b) The COLA will be based on changes in the annual Consumer Price Index for Urban Wage Earners and Clerical Workers in New England (CPI-W New England). This index measures the average change in prices paid in our region for goods and services and is calculated and published by the U.S. Bureau of Labor Statistics, available via <https://data.bls.gov/PDQWeb/cw>
- (c) In order for this provision to take effect, the calendar year CPI-W, stated as a percentage increase, must exceed the value of the annual general wage increase in the same year as stated in Article X. The percentage actually paid out each year as a lump sum will be the difference between the CPI-W percentage increase less the general wage increase applicable in that same calendar year. For the duration of this contract, the annual amount paid out as a lump sum COLA will be capped at 3% above the general wage increase in each year identified.
- (d) The employee's base annual wage rate as of the end of the prior calendar year will be used as the basis for calculating these lump sum payments.
- (e) These payments, if required, would be paid in the first pay period of March 2024, 2025, and 2026 for each preceding year, to all employees on the active payroll, and those employees who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave within one calendar year from when the payment is made, and who remain on the active payroll for four (4) consecutive weeks.

Example 1:

The average percentage increase of CPI-W New England for January – December 2023 is calculated to be 4.2%. This will result in a 1.2% COLA Lump Sum being paid in March of 2024. (4.2% CPI-W New England Increase less 3.0% GWI = 1.2% difference)

Example 2:

The average percentage increase of CPI-W New England for January – December 2024 is calculated to be 6.7%. This will result in a 3.0% COLA Lump Sum being paid in March of 2025. (6.7% CPI-W New England Increase less 3.0% GWI = 3.7% difference but the COLA is capped at 3.0%)

Example 3:

The average percentage increase of CPI-W New England for January – December 2025 is calculated to be 2.3%. This will result in no COLA Lump Sum being paid in March of 2026. (2.3% CPI-W New England Increase less 3.0% GWI = -0.7% difference; no COLA is paid as the GWI for the year exceeds CPI-W New England Increase)

SCHEDULE OF WAGE RATES

All employees except NDT Tech and Lab Tech

3/17/2025 3.0% GWI	N/A	N/A	\$38.39	\$35.57	\$34.55	\$33.68	\$32.52	\$31.12	\$30.02	\$28.81	\$27.79	\$26.71	\$25.78	\$25.01	\$24.26	\$23.68	\$22.88	\$22.40	N/A	N/A
3/18/2024 3.0% GWI	N/A	N/A	\$37.27	\$34.53	\$33.54	\$32.70	\$31.57	\$30.21	\$29.15	\$27.97	\$26.98	\$25.93	\$25.03	\$24.28	\$23.55	\$22.99	\$22.21	\$21.75	N/A	N/A
3/20/2023 3.0% GWI	N/A	N/A	\$36.18	\$33.52	\$32.56	\$31.75	\$30.65	\$29.33	\$28.30	\$27.16	\$26.19	\$25.17	\$24.30	\$23.57	\$22.86	\$22.32	\$21.56	\$21.12	N/A	N/A
3/21/2022 3.0% GWI	N/A	N/A	\$35.13	\$32.54	\$31.61	\$30.83	\$29.76	\$28.48	\$27.48	\$26.37	\$25.43	\$24.44	\$23.59	\$22.88	\$22.19	\$21.67	\$20.93	\$20.50	N/A	N/A

Assoc. Engineer			AAA	AA	A	B	C	D	E											
Designer				1AA	1A	1B	1C	1D	1E	2A	2B	2C	3A	3B	3C	3D	3E	3F	1	2
Technical Clerk											1AA	1A	1B	1C	1D	2A	2B	2C	1	2

NDT Tech and Lab Tech

3/17/2025 3.0% GWI	\$44.29	\$42.57	\$40.93	\$37.89	\$36.82	\$35.93	\$34.67	\$33.18	\$32.01	\$30.70	\$29.62	\$28.48	\$27.47	\$26.64	\$25.84	\$25.24	\$24.38	N/A	N/A	N/A
3/18/2024 3.0% GWI	\$43.00	\$41.33	\$39.74	\$36.79	\$35.75	\$34.88	\$33.66	\$32.21	\$31.08	\$29.81	\$28.76	\$27.65	\$26.67	\$25.86	\$25.09	\$24.50	\$23.67	N/A	N/A	N/A
3/20/2023 3.0% GWI	\$41.75	\$40.13	\$38.58	\$35.72	\$34.71	\$33.86	\$32.68	\$31.27	\$30.17	\$28.94	\$27.92	\$26.84	\$25.89	\$25.11	\$24.36	\$23.79	\$22.98	N/A	N/A	N/A
3/21/2022 3.0% GWI	\$40.53	\$38.96	\$37.46	\$34.68	\$33.70	\$32.87	\$31.73	\$30.36	\$29.29	\$28.10	\$27.11	\$26.06	\$25.14	\$24.38	\$23.65	\$23.10	\$22.31	N/A	N/A	N/A

NDT Tech	NDT3	NDT2	NDT1	1AA	1A	1B	1C	1D	1E	2A	2B	2C	3A	3B	3C	3D	3E			
Lab Tech				1AA	1A	1B	1C	1D	1E	2A	2B	2C	3A	3B	3C	3D	3E			

NOTES:

1. Work Leader, Instructor, and Design Lead positions are of a temporary status and are available to those employees who are 2nd Class or higher within their classification. Employees in a 2nd class rate while performing the Work Leader, Instructor, or Design Lead function shall receive pay equal to the Designer 1E rate plus the appropriate “while assigned rate.”
2. Work Leaders shall receive a “while assigned rate” of three dollars (\$3.00) per hour.
3. Instructors and Design Leads shall receive a “while assigned rate” of two dollars (\$2.00) per hour.
4. Lab technicians shall receive a while-engaged rate of five dollars (\$5.00) per hour when testing or monitoring epoxy, asbestos or sewage.
5. NDT technicians shall receive a while-engaged rate of five dollars (\$5.00) per hour when handling (using) Iridium Number 192, Lorad X-ray Tube, Selenium 75 and Cesium 137.

ARTICLE XI (11)

Shift Premiums

Section 1. Any employee assigned to and working on the second or third shift shall be paid a shift premium of one dollar and fifty cents (\$1.50) on any such shift worked.

No shift premium shall be paid on any day to any employee who on that day was assigned to the first shift at the employee's request.

Shift premium shall be paid on any day if the employee agrees and is assigned to the first shift on that day at the Company's request.

If second/third shift overtime hours are not provided, then off shift employees working first shift hours will not suffer any loss of shift premium.

Section 2. In calculating paid benefits of employees assigned to and working on second or third shift, the shift premium shall be included. This includes employees absent due to:

- (a) Bereavement.
- (b) Jury duty.
- (c) Witness or military duty.
- (d) Vacation.
- (e) All sick leave entitlements.
- (f) Holidays.
- (g) Call-in reporting pay.
- (h) Second or third shift employees attending a grievance meeting on first shift.
- (i) Overtime calculations.
- (j) Injured employee (Article XVIII).
- (k) Worker's Compensation.

The premium will also be paid for all hours worked when the majority of hours worked are on such shift.

ARTICLE XII (12)

Overtime

Section 1. All work in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid for at the rate of time-and-one-half. All work performed on Saturday, shall be paid for at the rate of time-and-one-half except such work as is performed during a part of an employee's regularly scheduled second shift started in the preceding day, so long as that employee has worked 40 straight time hours within the week, or otherwise covered time with an excused absence, not to include absences for suspensions or suspension pending. All work performed on Sunday shall be paid for at the rate of double-time, so long as that employee has worked 40 straight time hours within the week, or otherwise covered time with an excused absence, not to include absences for suspensions or suspension pending.

Section 2. The BIW shall attempt to distribute all overtime work as equally and impartially as is possible. The Company shall maintain overtime records in each department and shall make such records available to the Union upon request. Refusal to accept an overtime assignment shall be treated as overtime worked for equal and impartial distribution purposes. Employees shall not be required to take time off because of overtime work. BIW will give each employee as much advance notice of overtime work assignments and cancellation of assignments as reasonably practicable. Preference for overtime shall be given to employees of the department requiring such overtime.

Section 3. Taking any compensated time during any current week of a calendar year will not be grounds for an employee being omitted from an overtime assignment.

Section 4. Make-up overtime is the preferred remedy for inadvertent or unintentional errors made in the administration of overtime policy. Make-up overtime (which is other than normal overtime) will be administered in a timely manner.

Section 5. There are no designated breaks during overtime assignments.

Section 6. If work is available on a plant closure day, an employee may volunteer. Such employees shall be paid at the time and one-half rate for all hours worked.

Section 7. In addition to the holiday pay, any employee working on such days will be paid at the rate of time and one-half.

ARTICLE XIII (13)

Call-in Pay, Reporting-in Pay and Minimum Pay

Section 1. An employee who is called for work on any day and reports at the time specified, or a regular employee who reports for work at the starting time of the normal hours of work, unless BIW shall have made an announcement by press, radio, television or other means of communication to the contrary, at least two (2) hours prior to the start of the employee's shift, who is not then put to work shall receive three (3) hours' pay on Monday through Friday and two (2) hours' pay on Saturday and Sunday unless within that two (2) hours the work is suspended due to machinery breakdown or other cause beyond the control of BIW.

Section 2.

- (a) An employee who is put to work on any shift shall receive not less than four (4) hours' pay, unless before they shall have worked four (4) hours they shall voluntarily quit or the work is suspended by reason of bad weather, breakdown of machinery or other cause beyond the control of BIW.
- (b) In the event of a breakdown in equipment, i.e., computer services etc., the downtime contingency plan for the applicable Engineering Division department will be implemented prior to sending employees home.

Section 3. Call-in pay, reporting-in pay, and minimum pay provided for in this Article shall be computed at the regular hourly rate of pay of the employee who shall be entitled thereto, except that if under any other provisions of this Agreement such employee would have been entitled to be paid at the overtime rate specified therein for work performed by them during such two (2) hours, three (3) hours, or four (4) hours, as the case may be, their call-in pay, reporting-in pay or minimum pay shall be computed at such overtime rate.

Section 4. An employee who is called back to work on the same day after the end of their regular shift, after having worked the whole or any part of their regular shift, shall receive a minimum of three (3) hours' pay if the work is completed in a shorter period of time.

Section 5. In calculating the rate of pay for the above for employees working the second and third shifts, the shift premium shall be included.

Section 6. An employee called in or called back to work shall receive appropriate call-in pay and shall be permitted to leave work if the specific job for which they were called in is completed in a shorter period of time.

Section 7. An employee who is contacted off shift by a member of management on a job-related matter, or who formally agrees to stand by in anticipation of such contact, shall receive two (2) hours' pay per shift (of stand-by status) at the applicable rate. In the event an employee is actually called into work, that employee shall receive such pay as prescribed by the Collective

Bargaining Agreement for that assignment. This pay is in addition to the two (2) hours' pay set forth above.

ARTICLE XIV (14)

Holidays

Section 1. An employee shall receive eight (8) hours' pay at their regular hourly base rate for the following holidays when they fall on a regular plant workday:

HOLIDAY SCHEDULE

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 one (1) floating holiday which can be used at your discretion in a full day increment (8 hours) where notice shall be provided prior to the end of shift on the preceding workday. Floating holidays may be used anytime in the calendar year. 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 elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.

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

NOTE: You will have two (2) floating holidays per year which can be used at your discretion in full day increments (8 hours) where notice shall be provided prior to the end of shift on the preceding workday. Floating holidays may be used anytime in the calendar year. Floating holidays may not be rolled over into the following year. December 26, 27, 28 and 29, 2023 will be unpaid winter shutdown days. Employees may elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.

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)

NOTE: You will have two (2) floating holidays per year which can be used at your discretion in full day increments (8 hours) where notice shall be provided prior to the end of shift on the preceding workday. Floating holidays may be used anytime in the calendar year. Floating holidays may not be rolled over into the following year. December 26, 27, 30 and 31, 2024 will be unpaid winter shutdown days. Employees may elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.

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)

NOTE: You will have two (2) floating holidays per year which can be used at your discretion in full day increments (8 hours) where notice shall be provided prior to the end of shift on the preceding workday. Floating holidays may be used anytime in the calendar year. Floating holidays may not be rolled over into the following year. December 26, 29, 30 and 31, 2025 will be unpaid winter shutdown days. Employees may elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.

2026

New Year's Day (Thursday, January 1, 2026)
President's Day (Monday, February 16, 2026)

NOTE: You will have one (1) floating holiday which can be used at your discretion in a full day increment (8 hours) where notice shall be provided prior to the end of shift on the preceding workday. Floating holidays may be used anytime in the calendar year. Floating holidays may not be rolled over into the following year.

Section 2. When a paid holiday falls on a workday while an employee is on vacation, they may receive pay for the holiday in addition to their vacation pay.

Section 3. Any employee who is excused from work by BIW for other than fully compensated benefit days for more than forty-five (45) consecutive calendar days immediately preceding a holiday shall not receive pay for such holiday.

Section 4. An employee must have been in the employ of BIW for a period of not less than thirty (30) calendar days prior to any holiday in order to receive the benefits of said holiday.

Section 5. Any employee who is discharged after a paid holiday in any workweek in which a paid holiday occurs shall be paid for such holiday.

Section 6. In calculating rate of pay for holiday purposes of employees assigned to and working on the second and third shift, the shift premium shall be included.

Section 7. For plant closure overtime see Article XII, Section 6.

Section 8. Beginning on March 21, 2022 and continuing through the end of this contract you will have the ability to earn Transferable Holidays each year during Special Workweeks for a maximum of three (3) Transferable Holidays in each year. This program provides you the opportunity to avoid using vacation days to cover the shut-down period between Christmas and New Year's. Once you have earned a Transferable Holiday, it may be used as described in Article XIV, Section 10, Transferable Holiday Ground Rules.

Special Holiday Workweeks 2022	Holiday <u>2022</u>	Number of Scheduled Work Days in Work Week
May 30-June 5	Memorial Day (5/30)	4
July 4-10	Independence Day (7/4)	4
September 5-11	Labor Day (9/5)	4

Special Holiday Workweeks 2023	Holiday <u>2023</u>	Number of Scheduled Work Days in Work Week
February 20-26	President's Day (2/20)	4
May 29-June 4	Memorial Day (5/29)	4
July 3-9	Independence Day (7/4)	4
September 4-10	Labor Day (9/4)	4

Special Holiday Workweeks 2024	Holiday <u>2024</u>	Number of Scheduled Work Days in Work Week
February 19-25	President's Day (2/19)	4
May 27-June 2	Memorial Day (5/27)	4
July 1-7	Independence Day (7/4)	4
September 2-8	Labor Day (9/2)	4

Special Holiday Workweeks 2025	Holiday 2025	Number of Scheduled Work Days in Work Week
February 17-23	President's Day (2/17)	4
May 26-June 1	Memorial Day (5/26)	4
June 30-July 6	Independence Day (7/4)	4
September 1-7	Labor Day (9/1)	4

Special Holiday Workweeks 2026	Holiday 2026	Number of Scheduled Work Days in Work Week
February 16-22	President's Day (2/16)	4

Section 9. Transferable Holiday Ground Rules

- (a) Up to three (3) Transferable Holidays annually can be earned in any of the special workweeks described in Section 8 of this Article.
- (b) Transferable Holidays can only be earned or used in whole day increments (8 hours).
- (c) Transferable Holidays, which have been earned, may be used anytime in the calendar year in which they were earned. All unused earned Transferable Holidays shall be banked for use in the following year but must be used by March 31 of that year.
- (d) Fulltime employees terminating employment for any reason will be paid for unused earned Transferable Holidays. Employees transferring to other pay groups with Transferable Holidays will be given the option to carry over or be paid for any unused earned Transferable Holidays. Employees transferring to other pay groups without Transferable Holidays will be paid for any unused earned Transferable Holidays.
- (e) To earn a Transferable Holiday during a Special Workweek, you must work and/or charge to a paid benefit forty (40) straight time hours during that week, excluding the eight (8) hours for the holiday itself. The forty (40) straight time hours can only be earned by working and/or charging to a paid benefit four (4) ten-hour days, excluding the holiday itself. The four (4) ten-hour days can only be worked during the normal workweek Monday through Friday, excluding the holiday itself, with the approval of the employee's immediate supervisor. The four (4) ten-hour days will be paid at straight time rates and are exempt from overtime. Management reserves the right to set the hours for the four (4) ten-hour day schedule in order to avoid shift overlap. Four (4) by ten (10) workweek provisions pursuant to all relevant sections under Article XXXVI shall apply.

- (f) Employees working on a holiday will be paid overtime holiday pay for the time worked. Such time will not count toward the Transferable Holiday.
- (g) The maximum vacation carryover rule applies (see Article XV, Section 5), regardless of Transferable Holidays accumulated.
- (h) Management will allow schedule flexibility when unavoidable events occur that impact an employee's ability to work and/or charge to a paid benefit for the entire shift required to earn a Transferable Holiday Monday through Friday excluding the holiday. For example: an employee who receives eight hours of jury pay during a special workweek will be allowed to make up the remaining hours required to achieve their scheduled shift during the remainder of the special workweek Monday through Friday excluding the holiday.
- (i) During the probationary period as outlined in Article XXIV, newly hired employees who meet the thirty (30) calendar day requirement as specified in Section 5 will be allowed to earn a Transferable Holiday as specified.
- (j) In the event an employee is on FML, Accident and Sickness or Workers' Compensation leave during the week between Christmas and New Year's, the employee shall bank ("float") the Transferable Holiday(s) to be used before the end of the following year.

ARTICLE XV (15)

Vacations

Section 1. All employees (including new employees once they have completed their probationary period) shall be eligible for vacation entitlement in accordance with the following schedule, with the exception of employees at twenty-nine (29) years of service on December 31, 2005 who will be eligible for thirty (30) days vacation. In no case will anyone on the payroll or on layoff with recall rights as of March 13, 2005 receive a lower entitlement than they had in 2005:

Less than 5 years	= 10 days = .83 day/mo.
5 years – less than 10 years	= 12 days = 1 day/mo.
10 years – less than 15 years	= 15 days = 1.25 days/mo.
15 years – less than 20 years	= 17 days = 1.42 days/mo.
20 years – less than 25 years	= 20 days = 1.67 days/mo.
25 years – less than 30 years	= 22 days = 1.83 days/mo.
30 years or more	= 25 days = 2.08 days/mo.

Section 2. An employee may take the full year's vacation allowance at any time during the year. The annual vacation allowance will be accrued monthly. The vacation allowance accrues during any calendar month in which an employee receives payroll compensation¹ for eighty (80) or more hours in that month. During the calendar year in which an employee completes a service anniversary that brings him to a higher allowance, the employee accrues vacation at the higher rate for the entire year (first year of service excluded). First year employees will accrue 6.67 hours of vacation for each calendar month in which they receive payroll compensation for eighty (80) or more hours in that month. Vacation may not be taken until employee has completed their probation.

Section 3. It is understood that vacation is to be taken at the convenience of the Company which approval shall not be unreasonably withheld.

Section 4. An employee may take their vacation in increments of one (1) day or more at the discretion of their supervisor. Notice shall be provided prior to the end of the shift on the preceding workday. For vacation requests of five (5) or more days, notice shall be provided by the end of the shift three (3) days prior to the first day of vacation. It is recognized that emergencies or unforeseen circumstances may arise requiring an employee to be absent from work. Therefore, an employee may take their vacation allowance in one-half (1/2) hour increments or more, when necessary without-notice. However, excessive lack of notice, may subject the employee to discipline under Article XXXV, Rule 22. The intent is to effect communication between the employee and the supervisor. It is expected that each employee will

¹ Including all hours charged to the following unpaid codes: unpaid death in family (Code 4D), company excused weather (Code 07W), no work in department (Code 10), unpaid union business (Code 13), scheduled day off (Code 14), military (Code 18), split shift (Code 20), on call firemen (Code 23), FML (Code 24), yard injury, FMLA (code 09L), crime leave act (code 25). The first 680 hours of yard injury (code 09) in any one calendar year will count towards accrual of vacation.

act responsibly and provide as much advance notice of plans to take vacation as possible in order to facilitate the planning of work. Employees who wish to leave early will verbally communicate to their supervisor or if unavailable, their designee.

Section 5. Employees are encouraged to use their vacation entitlement; however, one hundred percent (100%) of the employee's vacation time - to a maximum of seventy-five (75) vacation days - may be banked from year to year. At the beginning of the 4th quarter each calendar year, BIW will review unused vacation with employees in order to avoid loss of unused vacation which is not eligible for banking. Any decisions to buy back any portion of unused vacation will be done on an exception basis and agreed to by BIW and the employee.

You may request to sell back accrued and carried over vacation from previous years' entitlements.

- (a) Sell back requests must be submitted to Human Resources by February 15 of each year.
- (b) Sell back requests must be a minimum of 40 hours and cannot exceed the total amount of accrued and carried over vacation you have available at the time of the request.
- (c) Once submitted to Human Resources, sell back requests may not be revoked.
- (d) Payments will be made in April and will be based on your regular base pay rate at that time.
- (e) Payments will be subject to applicable withholding elections, state and federal regulations.

If an employee leaves the employ of BIW, any accrued and banked vacation time not used shall be compensated for at the employee's regular hourly base rate. If an employee leaves the employ of BIW (layoff excepted), any vacation taken in excess of their accrued entitlement, shall be deducted from the final paycheck. If the final paycheck is insufficient, the employee will be responsible to reimburse BIW. In the event of layoff, the employee shall have the opportunity to elect one of the following options upon rehire:

- (a) Reimburse BIW for the amount of vacation time taken in excess of their accrual entitlement prior to layoff.
- (b) Carry forward a debit equivalent of the unaccrued vacation taken prior to layoff to be subtracted from their accrual upon rehire.

If an employee leaves BIW due to a layoff, the employee has the option to bank unused vacation in accordance with Article VI, Section 7.

The employee may elect to withdraw in full-day increments any or all of the monetary value of the banked vacation at any time, such payment to be calculated at the hourly wage rate in effect at the time of withdrawal. Withdrawal requests will be processed and paid in the next regular pay period.

Section 6. An employee who is laid off for lack of work shall accrue vacation upon rehire in accordance with Sections 1 and 2 above in view of the requirements described in Article VII, Section 4.

Section 7. Effective with the date of this Agreement, an employee of BIW who is transferred into the bargaining unit shall be eligible for vacation in accordance with this Article. That employee may not carry over any vacation or compensated time off from their previous employment in excess of that they would have realized as a BMDA member (see Article XVI, Section 1 for clarification of policy concerning any compensated time off in excess of the BMDA entitlement).

Section 8. In calculating vacation pay of employees assigned to and working on the second and third shifts, the shift premium shall be included.

Section 9. Employees may elect to utilize vacation in order to receive compensation while on Family Medical Leave (FML).

- 1) Such utilization requires an active and approved certification for the employee.
- 2) Employees must specifically request paid FML in order to utilize this benefit.

In no case, shall an employee be required to use vacation prior to using FML.

Section 10. You may request to buy additional vacation from the company through payroll deduction pre-tax.

- a) Vacation purchase requests must be submitted to Human Resources by February 15th of each year. For 2022, requests must be submitted by June 15th.
- b) Purchase requests must be between eight (8) hours and forty (40) hours, in full day increments.
- c) Purchase request deductions must be in full day increments. You may choose to have the deductions taken over the course of one (1) to ten (10) pay periods.
- d) Once submitted to Human Resources, purchase requests may not be revoked.
- e) You will be credited with the additional vacation the week following the payment deduction.
- f) Vacation purchased under this section shall be administered in accordance with all other vacation provisions of this CBA.

ARTICLE XVI (16)

Sick Leave

Section 1. Regular Sick Leave

Sick leave is for bona fide non-occupational illnesses and injuries. Verification of absence from work may be required at management's discretion in cases of suspected abuse or pattern of absence. Management will provide advance notice of such requirement to the employee and the Union. Prior to providing advance notice, Management will provide the employee and the Union with an opportunity to discuss Management's grounds for suspected abuse or pattern of absence in an attempt to resolve any differences. BIW will pay a maximum of eight (8) days of regular sick leave in any one (1) calendar year. Regular sick leave must be utilized for the first incidents of absence from work due to personal illness or injury.

An employee who met the call-in requirements and requested paid sick leave may use vacation, if available, to fill in the remainder of their shift if their sick leave allotment was exhausted and thereby insufficient. Employees must recognize and request this change of code by close of business on the Friday of the second whole week after the absence occurred.

- (a) Employees hired will be credited with their regular sick leave for the balance of that calendar year, pro-rated for each of the months remaining, including the month of hire, upon completion of three hundred and sixty (360) hours worked (to include overtime as actual time worked) of their probationary period.
- (b) Employees transferred into the BMDA from other bargaining units will carry forward the unused remainder of their compensated time off in the following manner:
 - 1) Unused compensated time off will first be credited to an individual's vacation entitlement.
 - 2) Any compensated time off hours, in excess of the BMDA vacation entitlement, will first be credited to regular sick leave.
 - 3) Any such hours, in excess of the BMDA regular sick leave entitlement, will be banked for future use as banked sick leave.
- (c) Salaried employees transferred into the BMDA will be entitled to eight (8) days' regular sick leave less any prior sick leave taken during the year of their transfer.
- (d) An employee may use regular sick leave (Section 1) to cover absence due to illness or injury of an immediate family member.
- (e) Employees may elect to utilize Family Medical Leave (FML) or Accident and Sickness prior to using sick leave.
- (f) The annual sick leave entitlement may only be used in another calendar year where an absence extends into a new year and the employee cannot return to work. These

payments cannot exceed the previous year's entitlement. If an employee returns to work and relapses within five (5) working days, this shall be considered one (1) period of disability and the employee shall continue to receive the previous year's remaining benefit.

Section 2. Banked Sick Leave

Utilization

Banked sick leave may be utilized in the following manner:

- (a) Employees may elect to utilize existing banked sick leave in order to receive compensation while on FML when taking full day, partial day, or block FML.
 - 1) Such utilization requires an active and approved certification for the employee themselves or for the employee as a caregiver.
 - 2) Employees must specifically request paid FML at the time of the initial request in order to utilize this benefit.
- (b) In no event shall such payment exceed the employee's normal gross weekly (or daily) wage.
- (c) Employees may elect to utilize existing banked sick as a supplemental benefit to an approved Accident and Sickness or Worker's Compensation claim.
 - 1) Supplemental benefits will be paid in accordance with the Memorandum of Agreement dated September 11, 2013.
- (d) In the event an employee exhausts their annual regular sick leave entitlement, they will be permitted to utilize up to five (5) consecutive additional banked sick leave days for each of two (2) occurrences per calendar year if they suffer an illness or injury which their doctor certifies has prevented them from working for at least five (5) full consecutive workdays and which BIW's Medical Director or designee has authorized. Certification must be provided on the Employee Health Status Form which is to be submitted to the Medical Department within ten (10) working days from the first instance of absence or upon return to work, whichever is sooner.
 - 1) If the five (5) consecutive workday absence authorized by BIW's Medical Director extends into a new year, the employee will be able to access one of the previous year's occurrences of up to five (5) consecutive banked sick leave days to continue into the new year.

Note: In the event it is determined by the Medical Director or designee that such illness or injury is covered under the FMLA, the Company shall be permitted to designate the days in which banked sick leave is used as paid FML.

Banking

At the end of each calendar year, any unused portion of regular sick leave (Section 1) shall be banked for future use as banked sick leave. Such unused portion of regular sick leave will be-banked up to a maximum of two hundred forty (240) days.

- (a) Any employee who transfers from the bargaining unit shall have any unused portion of regular sick leave, as of the date of transfer, banked for them at the end of that calendar year. This is for use as banked sick leave if they return to the bargaining unit.
- (b) Persons on layoff or leave of absence at the end of a calendar year shall have that unused portion of sick leave, as of that date of layoff or leave of absence, banked for them. This is for future use as banked sick leave upon return from layoff or leave of absence. This shall apply if seniority has not been broken when returning from layoff or leave of absence.

Section 3. Appropriate shift premiums will be included when paying sick leave.

Section 4. An employee released to return to work from FML, Accident and Sickness, or Workers' Compensation, who cannot work full shifts immediately, may use available banked sick leave to cover the balance of their shift until released for full duty. This provision is intended to aid employees in their return to work and is not intended to provide for a long term part time employment. The Medical Director or designee retains the sole discretion to authorize such use of banked sick leave.

Section 5. Except as otherwise restricted in this Article, employees shall be eligible for current year benefits after working in the new year. Current year benefits shall in no event be paid retroactively for any absences that are required due to illness or accident carried into the new year.

Section 6. Utilization of sick leave for other than the purposes described in this Article will result in disciplinary action as required by Article XXXV.

Section 7. Family and Medical Leave

Family and Medical Leave qualifying event(s) will be administered in accordance with the provisions of law. Parental bonding as permitted under the FMLA will be used within a 12 week period either as a block of time or intermittent time as pre-scheduled by the eligible employee.

Section 8. Administration

- (a) Required Forms:
 - 1) Employee Health Status Form: This form must be filled out by the employee's doctor for any absence due to a personal illness or injury of at least five (5) full, consecutive workdays or for continuing Medical treatment under Article XXXIV, Section 4. It must cover the entire period of absence and state the number of visits. This form must be completed and submitted to the Medical Department prior to returning to work in the manner set forth in Article XXXV, Regulation VIII or as required by the Medical Department.

- 2) Accident & Sickness Form: This form is to be filled out by the employee's doctor. This form is a communication between the employee's physician and the Insurance Company to endorse payment of the Accident and Sickness benefit.
- (b) Responsibilities:
- 1) Employees have the responsibility to:
 - a. Report anticipated and unanticipated absences as early as is practicable to their supervisor or appropriate departmental representative.
 - b. Continue to fulfill all call-in requirements throughout their absences.
 - c. Provide the Medical Department an appropriate copy of the Employee Health Status form, for an extended absence of at least five (5) full, consecutive workdays within ten (10) working days of the first day of absence or upon return to work whichever is sooner. All Bath/Brunswick area employees must be cleared through the BIW Medical Department prior to returning to work. Employees outside the Bath/Brunswick area must confidentially fax these forms to the Medical Department at 207-442-3386.
 - d. Request excused time according to Article XXXIV, Section 4, and provide appropriate medical documentation to the Medical Department within three (3) working days of return to work.
 - e. If the employee is contacted by the BIW's Medical Director to discuss the employee's condition and/or medical records the employee has the right to Union representation.
 - f. To insure that you do not represent a safety risk to self or others, contact the Medical Department personnel when taking a prescription medication that can be sedating, example: narcotics.
 - 2) Supervisors have the responsibility to:
 - a. Report proper charging of employee absences to the section secretary and report FML absences to the Family and Medical Leave office.
 - 3) Section Secretaries have the responsibility to:
 - a. Post proper absentee charging on employee records.
 - b. Provide proper instruction regarding procedure to employees who provide notice of absence from work.
 - c. Ensure that proper forms are mailed to employees when necessary.
 - d. Maintain records related to attendance at work.
 - e. Serve as liaison for employees with Payroll and Employee Health questions.

- 4) The Medical Director or Designee has the responsibility to:
- a. Receive and review proper documentation and authorize return to work for employees who must return to work through the Medical Department after absences of five (5) or more days.
 - b. Refer employees who fail to produce proper documentation after extended absences to Labor Relations.
 - c. Coordinate administration of requests for excused absences under Article XXXIV, Section 4.
 - d. Determine whether to excuse absences from work for continuous medical treatment.
 - e. Review and authorize all banked sick leave compensated medical absences.
 - f. BIW's Medical Director may contact the employee's physician(s) when there is a dispute in order to make fully informed medical evaluations and/or decisions.
- 5) Labor Relations has the responsibility to:
- a. Resolve any issue/dispute which may arise in the administration of the Collective Bargaining Agreement, Company policy or the Rules and Regulations.

ARTICLE XVII (17)

Injured Employee Pay

Section 1: You are eligible for injured employee pay when you are put out of work for the day at the direction of the Occupational Medicine Clinic 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 the Occupational Medicine Clinic 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.
 - i. You report to the Occupational Medicine Clinic;
 - ii. The Occupational Medicine Clinic determines you are unable to work; and
 - iii. The Occupational Medicine Clinic 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: 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 regular workday with a scheduled overtime assignment, you will be paid for the balance of that shift at the straight time rate for remaining regular hours and the overtime rate for remaining overtime hours. If you are injured on a Saturday or Sunday, you will be paid for the balance of that shift at time-and-one-half and double time respectively.

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; or
- b) Completion of outpatient care; or
- c) Return to work to clock out.

Section 3: You will be provided transportation to and from treatment for occupational injuries or illnesses during normal working hours.

Section 4: Should you be out of work, routine visits to the Occupational Medicine Clinic, the Workers Compensation Office, or Craft Administration will not be paid. The Company will compensate you for time at BIW only if you are called in by Management.

ARTICLE XVIII (18)

Insurance Program

Note: Insurance Plans within the Employee Benefits Program contained in this article are subject to any change or modification therein by the insurers. This article provides details for insurance benefits offered through this Collective Bargaining Agreement. There may be additional benefits available to you through the BMDA and/or the Company.

The language contained in this Article is intended to represent only highlights of these Plans. All of the terms and conditions of the Insurance Plans, in their entirety, are governed by Plan Documents or Policies and summarized in a Summary Plan Description. These Documents are available on the intranet for employees to review.

Section 1. Health Care Program

The Healthcare Program in effect on March 20, 2022 will continue unchanged through December 31, 2022, including but not limited to employee contributory premiums and in-plan costs (e.g. co-payments, co-insurances, deductibles, out-of-pocket maximums). Effective January 1, 2023, there will be several changes to the Program. The highlights of this new Program are described below.

Choice:

You are eligible for BIW's Healthcare Program once you have completed three hundred and sixty (360) hours worked (to include overtime as actual hours worked) of your probationary period (not to exceed ninety (90) calendar days). Your options include:

- Physician Open Access (POA)
- Primary Care Physician Select (PCP Select)
- 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.

Enrolling in the Healthcare Program:

Once you have completed three hundred and sixty (360) hours worked (to include overtime as actual hours worked) of your probationary period, 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.

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.

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 unmarried 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.

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 three (3) times in the month before you complete the enrollment process, 2) you are committed to remaining tobacco-free, and 3) you declare yourself and your dependents non-smokers.

You are not eligible to declare non-smoking status at Open Enrollment if you and your dependents do not meet all three (3) requirements stated in the above paragraph.

As an alternative means to earn the non-smoking discount, employees and covered dependents that complete a BIW smoking cessation program during the plan year will pay the lower non-smoker premium retroactive to the start of the plan year once they have shared proof of completion with BIW Benefits. Please refer to your health plan's Summary Plan Description for details.

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, co-insurance, and an out-of-pocket maximum.

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

	<u>Through 12/31/22</u>	<u>After 12/31/22</u>
• Preventive Care Office Visit	\$-0-	\$-0-
• Office Visits (PCP)	\$35	\$35
• Office Visits (Specialist)	\$100/50	\$100/50
• Cardiac Rehabilitation	\$-0-	\$-0-
• Physical Therapy Office Visit	\$50	\$50
• Chiropractic Office Visit	\$50	\$50
• Allergy Shots Office Visit	Office Visit	Office Visit
• Prescription Drugs		
• Retail (30-day supply)	\$10/50/120	\$10/60/130
• Mail Order (90-day supply)	\$20/100/240	\$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

The following section describes how your share of the cost for care is determined for those services where co-insurance 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:

Year	2022	2023	2024	2025	2026
Per Person	\$600	\$800	\$800	\$800	\$800
Maximum Per Family	\$1,200	\$1,600	\$1,600	\$1,600	\$1,600

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

After your deductible and share of co-insurance 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 co-insurance applies. The out-of-pocket maximum is:

Year	2022	2023	2024	2025	2026
Per Person	\$1,900	\$2,500	\$2,500	\$2,500	\$2,500
Maximum Per Family	\$3,800	\$5,000	\$5,000	\$5,000	\$5,000

Your total out of pocket costs associated with all in-network, covered services shall not exceed the maximum amount allowed under Section 1302(c)(1) and (c)(2) of the Patient Protection and Affordable Care Act or related legislation (ACA).

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

<u>POA</u>	2022		2023-2026	
	<u>Non-Smoker</u>	<u>Smoker</u>	<u>Non-Smoker</u>	<u>Smoker</u>
Employee Only	\$12.69	\$19.02	\$13.45	\$20.16
Employee & Spouse	\$23.23	\$36.53	\$24.62	\$38.72
Employee & Child(ren)	\$23.23	\$36.53	\$24.62	\$38.72
Employee & Family	\$35.93	\$55.51	\$38.09	\$58.84

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:

	<u>Through 12/31/22</u>	<u>After 12/31/22</u>
• Preventive Care Office Visit	\$-0-	\$-0-
• Office Visits (PCP)	\$25	\$25
• Office Visit (Specialist)	\$60/30	\$60/30
• Cardiac Rehabilitation	\$-0-	\$-0-
• Physical Therapy Office Visit	\$30	\$30
• Chiropractic Office Visit	\$30	\$30
• Allergy Shots Office Visit	Office Visit	Office Visit
• Prescription Drugs		

• Retail (30-day supply)	\$10/40/100	\$10/50/110
• Mail Order (90-day supply)	\$20/80/200	\$20/90/210
• X-rays, Labs, Diagnostics	20% Coinsurance (annual max: \$475/person \$950/family)	20% Coinsurance (annual max: \$475/person \$950/family)
• Emergency Room	\$200	\$200
• Inpatient Hospital Stay	\$500	\$500
• Outpatient Surgery	\$250	\$250

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	2022	2023	2024	2025	2026
Per Person	\$150	\$250	\$250	\$250	\$250
Maximum Per Family	\$300	\$500	\$500	\$500	\$500

Your total out of pocket costs associated with all in-network, covered services shall not exceed the maximum amount allowed under Section 1302(c)(1) and (c)(2) of the Patient Protection and Affordable Care Act or related legislation (ACA).

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

<u>PCPS</u>	2022		2023-2026	
	<u>Non-Smoker</u>	<u>Smoker</u>	<u>Non-Smoker</u>	<u>Smoker</u>
Employee Only	\$28.14	\$34.46	\$29.83	\$36.53
Employee & Spouse	\$56.25	\$68.92	\$59.63	\$73.06
Employee & Child(ren)	\$56.25	\$68.92	\$59.63	\$73.06
Employee & Family	\$80.16	\$98.21	\$84.97	\$104.10

Option 3: 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 service you must

meet the annual deductible and then pay coinsurance until you meet your annual out-of-pocket maximum. After meeting the annual out-of-pocket maximum (which includes the deductible), all covered services are covered at 100% for the rest of the year.

Coverage Level	2022-2026	
	Deductible	Out-of-Pocket Maximum
Employee Only	\$1,700	\$2,200
Employee & Spouse Employee & Child(ren) Employee & Family	\$3,400	\$4,400

You can use any health care provider you wish in the health care carrier’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.

Coverage Level	2022-2026	
	Non Smoker	Smoker
Employee Only	\$7.26	\$14.42
Employee & Spouse	\$14.50	\$28.83
Employee & Child(ren)	\$14.50	\$28.83
Employee & Family	\$21.76	\$43.25

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

Through 2022, BIW will match all contributions you make to your HSA under the PHAP at a rate of \$0.50 for every \$1.00 you contribute up to a maximum match of \$300 for Employee Only coverage and \$600 for all other tiers.

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 (1) 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).

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 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 Insurance 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.

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 payer to Medicare and reimburse the employee Medicare Part B premium. Any employee on a medical leave of absence under Article VII, Section 3 subsections (e), (f), or (g) during the life of this agreement who is Medicare eligible will be

reimbursed their Part B premium. 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.

Participation and Contributory Premiums for Retirees:

If you are eligible to retire under the pension plan directly from employee status for any reason other than a disability as described in the next paragraph and are under age sixty-five (65), you may elect to participate in the healthcare program by making monthly payments equal to BIW's average cost for the coverage level you select.

If injury forces you to retire because of an industrial accident or occupational disease, BIW will continue your basic health insurance payments on the same basis as if you were at work, those payments to continue until Medicare payments for you become effective or until you have a determination from the Industrial Accident Commission or under the Longshoremen and Harbor Workers' Act, whichever event shall first occur. In no event will BIW be liable for basic health insurance payments for more than two (2) years following the date of retirement.

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 (1) full year from the end of the month of employee's death, with no contributory premiums required.

Coordination of Benefits for SSDI/Medicare:

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

Joint Committee on Healthcare Costs and Quality:

BIW and BMDA 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 participate in 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 timeframe that the previous plan design was in effect, will be actuarially adjusted to reflect the new plan design.

Changes in Healthcare Plan Design:

As healthcare information and tools to evaluate quality become available to BIW and BMDA, 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 BMDA 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. BIW will notify the BMDA as soon as possible regarding any Corporate-wide changes in benefits vendors. Furthermore, BIW will confer with the BMDA regarding any changes specific to administration of BIW benefit offerings.

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 the Union. The Parties then will meet immediately to bargain over any changes necessary to ensure compliance and to avoid any penalties, taxes or fines. Absent agreement by the parties to re-open this Agreement, bargaining shall be limited to health care. Bargaining will occur for a period of up to sixty (60) days.
- (2) If the parties are unable to reach agreement, BIW may unilaterally implement the minimum changes required to ensure compliance and to avoid any penalties, taxes or fines, subject to the Union's right to grieve and arbitrate the issue. Any changes that create additional costs may be offset by plan changes, including plan design and/or 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 2. Wellness Benefit

To ensure that members of the BMDA remain encouraged to adopt and maintain a healthy lifestyle, BIW will work together with BMDA to implement a health promotion incentive program that will provide monetary and/or material incentives to BMDA members for engaging in health promotion activities coordinated through the Fit for Life, or equivalent,

program. As appropriate and agreed upon by the parties, the program will leverage existing company and/or GD resources in order to encourage an integrated approach to engaging employees to learn about resources, engage in healthy behaviors, and take advantage of programs to improve their health.

The company will meet and confer with BMDA leadership to discuss any changes to design of the program in the first quarter of each year and at least 90 calendar days prior to implementation of such changes. The Company will in good faith consider any input brought forward by BMDA prior to implementation.

Section 3. Life Insurance

Basic Life Insurance:

The Basic Life Insurance coverage in effect on March 20, 2022 in the amount of \$60,000 will remain unchanged through December 31, 2022. Effective January 1, 2023, the Basic Life Insurance coverage in effect will move to one times (1X) of the employee's base wage and will continue unchanged through the duration of this agreement.

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

Supplemental Life Insurance:

You are eligible for additional life insurance for yourself.

You will have 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.

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.

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 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 4. Basic Accident and Sickness

The Basic Accident and Sickness Plan in effect on March 20, 2022, in the weekly benefit amount of four hundred dollars (\$400) will continue unchanged through December 31, 2022. Effective January 1, 2023, the Basic Accident and Sickness Plan will move to a weekly benefit amount of 50% of the employee’s base wage and will continue for the duration of this agreement. Employees shall not be eligible for accident and sickness benefit for any period for which they receive regular sick pay.

Section 5. Coverage for Laid Off Employees

An employee who is laid off shall be entitled to one (1) month of basic health coverage for each full year of seniority at time of layoff up to six (6) months’ maximum entitlement unless the laid-off employee shall be covered under another health insurance plan by another employer. Life insurance shall be extended to all employees for up to one (1) year while on layoff.

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 (4) times your annual base pay.

Section 7. Vision Care Plan

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

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

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

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

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

Section 8. Spending Accounts

Health Care Flexible Spending Account (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, dental, or vision programs, 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 for use in the following year. Any amount beyond \$500 will be forfeited; notwithstanding that you have ninety (90) days after the end of the year in which to file receipts for services that were rendered in that year. See the BIW Benefits Department for a complete list of eligible and ineligible expenses.

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

Dependent Care Flexible Spending Account (FSA):

This is a special account where you can be reimbursed dependent day care or elder 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.

Commuter Flexible Spending Account (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 tenth of the month for the benefit to start the following month. For example, if you want to utilize this benefit in April, you will need to sign up by March 10th. There is no annual "use it or lose it" rule as long as you remain employed by GDBIW.

Section 9. Dental Insurance

A dental insurance plan will be offered through the union payroll deduction in accordance with Section 3, Article III.

Section 10. 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 XIX (19)

Retirement

Section 1. Banked Sick Leave

- (a) Any employee retiring or resigning their employment from a BMDA represented position having attained age fifty-five (55) with ten (10) or more years of service shall receive compensation at their rate of pay in effect at that time for eighty percent (80%) of their banked sick leave banked as of January 1, 2013.
- (b) Any employee retiring or resigning their employment from a BMDA represented position having attained age fifty-five (55) with ten (10) or more years of service shall receive compensation at their rate of pay in effect at that time for 100% of their banked sick leave banked on or after January 1, 2014.
- (c) Any employee who is eligible to retire under subsection (a) and/or (b) above who dies before retiring, shall have their banked sick leave paid to their beneficiary in accordance with subsection (a) and/or (b).
- (d) If you are age 62 or older and voluntarily terminate employment on any date that falls between September 18, 2017 and March 31, 2019, you shall receive compensation equivalent to the provisions in (a) and/or (b) without regard to your years of service.

Section 2. Vacation

- (a) An employee will be entitled to receive all accrued vacation entitlements upon retirement in accordance with Article XV.
- (b) Any employee who is eligible to retire under this article who dies before retiring, shall have all accrued vacation and banked vacation entitlement paid to their beneficiary in accordance with Article XV.

Section 3. Insurance

An employee who retires directly from active service with at least fifty-five (55) years of age and ten (10) years of service will be eligible to purchase healthcare benefits until age 65 and be eligible for BIW paid life insurance (Refer to Article XVIII).

Section 4. Basic Pension Plan

- (a) Retirement:
 - 1) The employees' pension plan now in effect entitled "Bath Iron Works Corporation Pension Plan for Hourly Employees" shall be amended as follows:

- a. For employees retiring on or after March 16, 2013, the monthly normal pension payment shall be equal to the product of (I) fifty-four dollars (\$54.00) multiplied by (II) the number of years and tenths of a year of employee's credited service.
 - b. Effective January 1, 2002, employees who were represented by other BIW bargaining units and did not receive Past Credited Service in the International Association of Machinists Pension Plan shall receive the BMDA multiplier for their previous bargaining unit credited service.
 - c. The interest of employees of BIW who have five (5) or more full years of seniority as defined in Article VII shall be vested.
 - d. An employee shall be able to retire under the early retirement plan at age fifty-five (55) with a minimum of ten (10) years of service. The early retirement benefit will be reduced by 3.6% for each year (prorated for partial years) between age sixty-five (65) and the date the benefit begins.
 - e. Employees whose uninterrupted, continuous service began on or after January 1, 2014 are not eligible for the Pension Plan.
- 2) The pension plan as agreed to between BIW and BMDA shall be contingent upon continuing approval of the Internal Revenue Service as a qualified plan under the Internal Revenue Code and subject to being in compliance with all applicable provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and any other laws affecting qualified retirement plans and the regulations and orders issued pursuant to such laws. BIW shall make whatever amendments or changes to the pension plan and its operation necessary to assure continued compliance with the law and continuation as a tax qualified plan.
- (b) Total Incapacitation of Employee:
- 1) The employees' pension plan shall provide that an employee thirty-five (35) years of age or over with ten (10) or more years of service with BIW who is totally incapacitated from performing work in a shipyard or who has been determined to be totally incapacitated for Social Security purposes shall be eligible for full retirement benefits in accordance with the provisions of the plan, and that hours not worked but paid by BIW in accordance with the provisions of Articles XIV and XV will be allowed as actual hours worked for the purposes of determining the current service credit in any calendar year.
- (c) Premature Death of Employee:
- 1) Effective January 1, 1976, and not prior thereto, when an employee who has seniority rights under this Contract and who has ten (10) years or more of seniority under the provisions of this Contract dies before their normal retirement

age, survived by a spouse, such spouse shall, beginning the month following the month in which the employee dies, receive seventy-five percent (75%) of the monthly payment the deceased employee would have been entitled to receive if the deceased employee had been of retirement age at the time of death and had retired. Such payments to the spouse shall continue until the death or remarriage of the spouse, provided, however, that if the employee had attained the age of sixty (60) at the time of their death, remarriage of the spouse will result in no forfeiture of benefits to the spouse.

(d) Years of Service:

- 1) Years of continuous service for early retirement shall be ten (10).
- 2) Employees who are working beyond age sixty-five (65) will receive benefit accrual for such service.

ARTICLE XX (20)

Jury, Witness and Military Duty

Section 1. An employee shall be excused from work and paid an adjustment for each regular working day during the normal workweek they serve on a jury. The amount of the adjustment for each day they serve shall be the difference between their regular hourly base rate times eight (8) hours, less the payment they receive for jury duty. An employee will be entitled to an adjustment while serving on a jury only if they make application therefore to BIW and presents a statement in writing from the court as to the period of time served and the amount of payment made.

Section 2. An employee who is subpoenaed to appear in a Federal court or a State of Maine court as a witness in a criminal action in a matter as to which the Company has no adverse interest shall receive, for each day of service on which they otherwise would have worked not to exceed three (3) days in a calendar year, the difference between eight (8) times their regular hourly base rate of pay and the payment they receive as a subpoenaed witness. The employee must make application to BIW for such payment and provide evidence in writing from the court of the date(s) served and the amount of the witness fee received.

Section 3. An employee who is required to report for active duty training in the National Guard or an Armed Forces Reserve Unit shall receive the difference in pay between the gross amount received in pay and allowances (with the exception of mileage and receipted expenditures covered by allowances) for ten (10) days of such training and the amount they would have received for the corresponding ten (10) normal workdays at their normal rate; in the case of advance training requirements, the BIW will reimburse the difference for up to twelve (12) normal workdays. To be eligible to be paid under this provision, the employee must submit the record of service and pay completed by their commanding officer or other authorized person.

ARTICLE XXI (21)

Non-BMDA Personnel Performing BMDA Work

Section 1. The parties to this Agreement recognize that it is in the best interest of each to promote efficiency and productivity which in the long run will maximize jobs. The construction of this Article and subsequent interpretations are based on that premise. Work referenced in this Article does not exclude any current practices permitted by the Labor Agreement or by trade custom and usage. It is not the intent of the parties to have this Article be the reason or vehicle for transferring BMDA work to non-bargaining unit employees to erode the bargaining unit.

Section 2. Non-BMDA personnel shall not be permitted to perform work normally performed by BMDA employees except in the following types of situations:

- (a) In emergencies when BMDA employees are not readily available.
- (b) In the instruction, training, or assistance of employees. It is not intended that non-BMDA personnel will perform the BMDA work in this process.
- (c) In the selective checking and verifying of work.
- (d) Authorized employees may record small amounts of data incidental to witnessing a formal test procedure where there is no data analysis required during the test; accordingly, salaried engineers may operate automated data acquisition systems.
- (e) In performing work which is incidental to basic tasks, such as minor corrections to a sketch, minor editorial corrections to text, page numbers, and minor format corrections, so that the overall work is performed in the most productive and efficient manner.
- (f) Structural Fabrication, Department 50, will be allowed to develop templates and sketches to support lifting operations for fabrication of foundations and miscellaneous assemblies. These sketches and templates are informal for shop use on a one-time basis supplementing the basic drawing information.
- (g) To prevent duplication of effort, any employee will be allowed to identify a production design problem, reduce that identification to writing and provide readily-apparent recommended corrections (if known) to the appropriate design section.

Section 3. Computers, terminals, test equipment, other electronic equipment, and software programs such as Desktop Publishing, may be used by both BMDA and non-BMDA employees to perform their functions. Any such equipment introduced as a result of a technological change shall be introduced in accordance with the provisions of Article XXV.

Section 4. Annually, no more than eight (8) salaried engineers within their first year of BIW employment for purposes of yard training and experience may perform testing, design, or yard

liaison functions normally performed by BMDA-represented employees. Such work shall not exceed ten (10) working days in total for each employee. Such work shall not occur when there are BMDA-represented employees on layoff with the skill and the ability to perform the work. BMDA shall be given seven (7) calendar days' notice of each such assignment.

Section 5. As BIW continues to assume responsibility for engineering and functional design work for new contracts or for work previously accomplished by subcontractors, it is recognized that it may become necessary to utilize salaried engineers to develop original functional drawings and prepare associated data input forms, to make major changes to functional drawings, and to develop on-line calculation drawings. However, this does not include subsequent maintenance or revisions.

ARTICLE XXII (22)

Saving Clause

Should any part hereof, or any provision herein contained, be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, or by the decision of any authorized governmental agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation the parties agree to meet immediately and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE XXIII (23)

Governmental Regulations

The provisions of this Agreement shall be subject to all applicable laws, regulations and directive orders, Local, State and Federal, now or hereafter issued or enacted and the interpretation thereof by the appropriate governmental agency.

ARTICLE XXIV (24)

Probation Period

Section 1. Any person hired by BIW without seniority as determined by Article VII of this Agreement may be separated from the employ of BIW at any time within their probationary period of four hundred and eighty (480) hours worked (to include overtime as actual hours worked) if BIW desires to discontinue their employment.

There will be no probationary period for employees transferred into the BMDA unit who have previously completed a probationary period within BIW. Employees transferring into the BMDA during their BIW probation period shall have their previous hours worked taken into consideration towards completion of their BMDA probation.

There will be no probationary period for individuals who were a member of the BMDA as described in Article I for a continuous period of at least one (1) year during the five (5) year period immediately preceding their date of hire.

Section 2. You will be evaluated in writing according to the provisions of Article XXVI. You and your Union 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, and/or capricious.

Section 3. Management is encouraged to engage union representatives to attempt to correct attendance, engagement, job knowledge, safety, work practice, attitude, productivity, and/or quality deficiencies when such deficiencies become apparent. Any unsatisfactory evaluation resulting in termination will be reviewable by the Department Head at the request of the Union.

ARTICLE XXV (25)

Technological Changes

Section 1. The parties recognize that significant changes to our present manner of producing ships are required to become competitive. To accommodate these changes, adjustment of traditional jurisdictional lines may contribute to the successful implementation of new work processes. The purpose of this article is to allow the parties to successfully implement those technological changes which will make us competitive world-wide in the ship design/building market. It is not the intent to have this Article be the reason or vehicle for transferring BMDA work to other classifications in the BMDA or to non-bargaining unit employees.

Section 2. In the event of proposed “technological changes”, such as the introduction of automated machines, new processes, software, changed customer requirements, or changed processes which may impact work across jurisdictional lines, BIW agrees to meet and discuss such changes with the BMDA. Issues arising from impending technological changes shall be addressed by the Technological Change Committee. Should the committee be unable to resolve jurisdictional issues because they involve non-BMDA groups, these issues will become the subject of a memorandum of agreement mutually developed by BIW and the involved groups. It is agreed that work created by introduction of new technology or new processes will be developed to gain the most overall efficiency, cost and quality considerations. Redundancies and duplications will be eliminated wherever possible. The implementation of new business processes may require the use of multi-discipline teams to gain maximum efficiency and quality. Team members may include both hourly and salaried employees of different job classifications from different departments.

Section 3. Any work or jobs created by virtue of the new changes which are within the scope of the present bargaining unit will be filled by bargaining unit employees subject to meeting the intent and objectives of Section 2. In the event it becomes necessary to train employees to qualify for such jobs, BIW agrees to institute a training program as part of their assignment for the employees retained on the job. Any placements or displacements caused by such changes shall be made in conformity with the terms of this Agreement.

Section 4. The Technological Change Committee shall be formed and the meetings of the committee will be utilized to foster the communication and planning for the implementation of technological change in accordance with the intent of this Article. The committee’s membership will change, based on the topics being discussed, but will include the appropriate department head(s) and manager(s), and no less than two (2) BMDA officers. Additional management and BMDA members may be invited as necessary to participate in the discussions. The committee shall meet within five (5) days after notice to the appropriate division head by either party to discuss current and future technological advances and/or problems arising from such. At a minimum, the committee will meet bi-monthly to discuss the implementation of previous technological changes or other topics of similar nature.

ARTICLE XXVI (26)

Performance Evaluation

Section 1. The purpose of the performance evaluation is to evaluate employees in a fair and consistent manner, provide the basis for discussion of performance at regular intervals and provide the basis for promotion within the terms of this Contract. Each BMDA member, except those at the top rate within their classification, will be evaluated semi-annually, during the months of January and July with any adjustments resulting from the review effective on the second Monday of the following month.

Section 2. The employee shall receive their evaluation form at least three (3) days prior to the interview. Supervision will discuss each performance evaluation with the individual employee. A summary of the evaluation shall be in writing and furnished to the employee. The employee may write comments as a permanent part of their record. Interviews will be completed prior to any raise being placed into effect.

Section 3. Nothing in this Agreement shall be construed as restricting the right of BIW to make individual performance evaluations and/or merit increases at other times.

Section 4. All performance evaluations shall include consideration for attendance at work within the evaluation form and be a factor in the granting of any merit increase/promotion. In no event will any employee receive a merit increase where absentee discipline has been invoked. If a promotion was earned, the increase will not take effect until the disciplinary action expires.

Section 5. BMDA Performance Evaluation Procedure

1. ELIGIBILITY:

1.1 All BMDA-represented employees who have been employed by BIW six (6) months or longer will be eligible for performance evaluation in accordance with this procedure.

1.1.1 All employees who are at the top rate for their respective classification will not receive a formal Performance Evaluation unless they have received formal counseling in accordance with this article.

1.1.2 Employees who are at NDT 1AA or above will be progressed in accordance with the MOA dated 11/6/2019.

1.2 Employees who are disciplined for attendance in accordance with Article XXXV, Rule 13 of the BMDA contract, will not be eligible for merit promotion. A performance evaluation is still required. A note will be added to the supervisor's comments that "progression is withheld due to disciplinary action."

1.3 Employees who are laid off then recalled will get a performance evaluation following the recall in accordance with Section 4.6.

2. PERFORMANCE EVALUATION PERIOD AND SCHEDULE:

- 2.1 Semi-annual evaluations will be conducted for all employees during the months of January and July.
- 2.2 Probationary employees shall be evaluated in writing on, or before, completing three hundred and sixty (360) hours worked. This probationary evaluation shall not count toward progression/promotion. Upon completion of probation, the first performance evaluation for new employees progression/promotion will occur in accordance with Section 4.6.

3. EVALUATION CRITERIA:

- 3.1 The individual's performance will be judged against the expected levels of performance of the specific classification, level, and step. It is the intent of the Company to provide advancement opportunities so long as the employee has demonstrated capacity to perform more complex work.
- 3.2 Two (2) performance review factors shall be used to review an employee. Those factors are KNOWLEDGE (K) and PERFORMANCE ON TASKS (PT). The PT factor is the employee's overall performance considering all aspects, such as: quality, supervision, judgment, quantity, initiative, teaming, learning ability and application.
- 3.3 The factors shall be rated as Satisfactory or Unsatisfactory on the evaluation form.
- 3.4 The KNOWLEDGE factor is to be rated against the following general K factor criteria.
 - 3.4.1 Associate Engineers, Designers, Technicians and Technical Clerks in first class rates are expected to be proficient in original work of a creative/innovative nature, complex problem solving, or the review/check of other employee's work.
 - 3.4.2 Designers, Technicians and Technical Clerks in second class rates are expected to be proficient in moderate to moderately complex development work or problem solving, or review/check of other employee's work.
 - 3.4.3 Designers and Technicians in third class rates are expected to be proficient in work of a repetitive nature.
 - 3.4.4 Designers and Technical Clerks in the "number" rate are considered to be learners. The skill level of these employees is considered to be entry level or in development.
 - 3.4.5 Employees are required to meet the K factor criteria of the next higher level prior to promotion to that level. Example: employees at the top of the second class level need to meet the first class knowledge criteria prior to promotion to first class. Supervisors are expected to set detailed expectations to provide these employees with reasonable opportunity for advancement. These employees shall receive satisfactory rating in K factor providing they are making acceptable progress toward the next level.

- 3.5 Only work accomplished by the specific individual during the review period will be considered in rating the PERFORMANCE ON TASKS factor.
- 3.6 Satisfactory performance includes acceptable, average and above average performance.
- 3.7 Unsatisfactory performance is performance below the minimum expected for the employee's classification, level and step.
- 3.8 No employee will receive an Unsatisfactory rating without first having received documented counseling from their Supervisor during the rating period in accordance with the MOA on performance counseling dated July 19, 2000. An Unsatisfactory performance review shall make reference to the documented counseling in the supervisor comments area of the evaluation form.
- 3.9 An employee who receives Unsatisfactory ratings in both evaluation factors will be placed on a Performance Improvement Plan (PIP). The PIP shall be reviewed/updated bi-weekly or as needed in accordance with Section 5.6 of this Article. The normal PIP will be 3-6 months in length. Unsatisfactory progress on the PIP will result in application of Rule 21. Nothing in this Section shall preclude Management from disciplining under Rule 21 in day-to-day incidents of low production or poor quality of work.
- 3.10 Employees who are assigned to perform work content that is significantly different, such as discipline to discipline or manual design to CAD shall be afforded a one (1) year grace period on their evaluation assessment. The factor ratings for this period shall remain as assessed on the last prior evaluation. If, during the grace period, the assessed factor ratings are equal to or greater than the last prior assessed rating, the grace period shall be discontinued.
- 3.11 Failure to comply with the specifics of this evaluation process may be considered an arbitrable grievance under Article V of the BMDA contract agreement. Evaluation ratings and/or content shall not be subject to grievance or arbitration unless found to be discriminatory, arbitrary, and/or capricious.

4. PROGRESSION:

- 4.1 Employees will progress through the pay steps within a job classification providing they receive consecutive Satisfactory reviews in each review and factor period. Progression from pay step to pay step shall be as follows:
- 4.1.1 Every six (6) months – Designer 2 – 3A, NDT/Lab Tech. 3E – 3A, Technical Clerk 2 – 2A.
 - 4.1.2 Every twelve (12) months – Associate Engineer E – AA, Designer 2C – 1AA, NDT/Lab Tech. 2C – 1A, Technical Clerk 1D – 1AA.
 - 4.1.3 NDT 1AA – NDT 3 will be per MOA dated 11/6/2019.

- 4.2 Criteria and requirements for AE AAA are provided under separate MOA dated 8/20/2013.
- 4.3 An Unsatisfactory rating in either evaluation factor shall constitute an Unsatisfactory review.
- 4.4 When an employee has progressed through the pay steps of their classification level and has received the sufficient number of satisfactory reviews required for the next level, they shall be promoted to the lowest pay step of the next highest job classification level. Example: a 3A designer will need two (2) Satisfactory evaluations to progress to 2C designer.
- 4.5 Employees may be advanced more rapidly than the established time increments with Department Head approval.
- 4.6 Attendance during a performance period:
- 4.6.1 An employee who works seventy five percent (75%) or more of the scheduled production calendar hours (to include overtime as actual hours worked) during a 6-month review period shall receive a performance evaluation.
 - 4.6.2 An employee who works less than seventy five percent (75%) of the scheduled production calendar hours will have their evaluation deferred until the next scheduled 6-month review or until the employee has worked seven hundred fifty (750) hours since their last review whichever is sooner. Any adjustments resulting from this review will be effective the pay period six (6) weeks from achieving seven hundred fifty (750) hours worked.
 - 4.6.3 An employee who receives an evaluation partway through the performance period shall have the remainder of the performance period to work the seventy five percent (75%) of the scheduled production calendar hours (to include overtime as actual hours worked) in order to receive an evaluation for that period. In the event the employee does not work the required hours, their evaluation shall be deferred to the next scheduled performance period.

5. SUPERVISOR/MANAGER REVIEW:

- 5.1 The performance evaluation will be accomplished by the employee's direct supervisor. The supervisor shall complete the evaluation form two (2) weeks in advance of the due date, sign the form and forward to their immediate supervisor.
- 5.2 If an employee has had multiple supervisors during the rating period, each of the supervisors will participate in the evaluation. The supervisor comment block will indicate all supervisors who participated. The current supervisor has final decision authority.

- 5.3 All evaluations are to be reviewed and approved by the cognizant manager. The purpose of this review is to maintain overall consistency and fairness within the evaluation process. The manager will sign the evaluation form and forward to the Department Head for approval.
- 5.4 A formal face-to-face interview is to be held between the supervisor and employee during the two (2) weeks following the employee's receipt of the evaluation. The manager can be in attendance.
- 5.5 After the formal interview, the employee may make comments they feel are appropriate. Comments are to be included on the official record version of the evaluation verbatim without editing by the supervisor or the manager.
- 5.6 Employee counseling will be accomplished in a private setting and in accordance with the MOA on performance counseling dated July 19, 2000. The supervisor should indicate that counseling is being done in accordance with this procedure and specific details of problem performance should be provided. The employee should also be given constructive guidance on how to achieve a satisfactory performance rating. Formal counseling will be documented and placed in the employee's file. The BMDA Union office will be notified in advance of each formal counseling action taken. A BMDA Union Official will be present for each formal counseling action taken, unless the employee notifies the Union they decline the presence of a Union representative.

Page 1 of the Performance Evaluation

BMDA PERFORMANCE EVALUATION

WORK	
NAME	
BADGE	
DATE	
REVIEW PERIOD	to
PRESENT CLASSIFICATION/RATE	
RATING SUPERVISOR	
DATE LAST MERIT	
<input checked="" type="checkbox"/> Progress/Promote to next classification rate/level <input type="checkbox"/> Continue at present classification	
DISPOSITION	
(K) OVERALL JOB KNOWLEDGE	UNSATISFACTORY * <input type="checkbox"/> SATISFACTORY <input type="checkbox"/>
(PT) PERFORMANCE ON TASKS	UNSATISFACTORY * <input type="checkbox"/> SATISFACTORY <input type="checkbox"/>
SUPERVISOR COMMENTS (To include goals and objectives):	
SUPERVISOR SIGNATURE _____	DATE _____
EMPLOYEE COMMENTS:	
EMPLOYEE SIGNATURE _____	DATE _____
DATE INDICATES EMPLOYEE HAS SEEN THIS EVALUATION	

* Requires documented counseling during the review period.

Page 2 of the Performance Evaluation

NAME	<p>GOALS AND OBJECTIVES CONTINUATION SHEET:</p>
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ARTICLE XXVII (27)

Contract Employees and Temporary Employees

Section 1. Temporary Employees

BIW may employ college students on a temporary basis during the vacation months. Such students will not be considered employees within the scope of this Agreement and, therefore, are not included in the seniority provision of this Agreement. Such college students shall not be so employed or maintained in employment when there are regular employees on layoff who are available to perform the work. BIW will notify the BMDA when they decide to hire summer students.

Section 2. Contract Employees

BIW may employ contract employees up to ten percent (10%) of the number of regular employees in the bargaining unit when and only to the extent there are insufficient qualified regular employees, either actively employed or on layoff status, who are available and qualified to perform the work. Should BIW desire to hire contract employees in excess of ten percent (10%), BIW and the BMDA will discuss the matter and reach mutual agreement. Contract employees shall be subject to the provisions of Article III of this Agreement. BIW will notify the BMDA when they decide to hire contract employees. BIW will consider BMDA retirees as a source of contract labor pursuant to this Section.

Section 3. Wages, Fringes, Per Diem Allowance

Contract employees performing work in the Bath/Brunswick area shall receive wages equal to, but not in excess of, wages and fringe benefits costs (excluding administrative costs) provided to first-year employees in the same classification and skill levels under this Agreement, including:

- (a) Applicable Wage Rate.
- (b) Vacation.
- (c) Sick Leave.
- (d) Holidays.
- (e) Applicable retirement benefit.
- (f) Group Insurance.
- (g) Miscellaneous (jury, military, call-in, time paid not worked, bereavement, etc.).

In addition thereto, contract employees not hired from the local labor market shall receive a per diem allowance, not to exceed a figure mutually agreed upon from time to time by BIW and BMDA.

Wages for contract employees hired to work in any of the Off-Site offices shall be determined based on the competitive rate for designers in that particular area. In addition thereto, these contract employees may receive a per diem allowance not to exceed a figure mutually

agreed upon from time to time by BIW and BMDA. If BIW desires to hire contract employees outside of the rates provided for in Article X, (including applicable wage and fringe benefits costs) such offers will be discussed and agreed upon by BIW and the BMDA prior to contracting.

No contract employee shall receive any financial fringe benefits provided under this Agreement.

Section 4. Overtime Work

Contract and temporary employees may be granted overtime work when the overtime work involved relates specifically to their straight-time work assignments. Preference on overtime work shall be given to regular employees to the extent practicable.

Section 5. Length of Contract

Individual contract employees shall not be retained in the employ of BIW on a continuous basis for a period in excess of one (1) year, unless mutually agreed to. It is specifically understood that the terms of this section cannot be avoided through the granting of a Company-approved leave. The Vice President of Engineering and the Union President or their designees shall meet and discuss regularly, but no less than quarterly each year, the business need for contract employees and any contract employee approaching one (1) year of continuous contract employment.

Section 6. Contract Employees Hired as Regular Employees

BIW shall have the right to hire as regular employees current and future contract employees, and such contract employees shall have the right to apply for regular employment at BIW.

Section 7. Hiring, Discipline and Discharge

BIW shall have the exclusive right to hire, discipline or discharge for cause contract employees, which actions are not subject to the provisions of Article V.

Section 8. Loaning of Non-BMDA Employees

Employees from outside the bargaining unit may only be loaned into the BMDA by mutual agreement of BIW and BMDA.

Section 9. Loan Agreement

BIW may temporarily assign BMDA-represented employees who agree to perform work generally associated with other classifications within the bargaining unit for up to thirty (30) workdays, unless mutually extended by the parties, for purposes of peak workload leveling.

Section 10. Temporary Assignment of Injured Employees

BIW may temporarily assign injured or ill BMDA-represented employees who have work capacity to perform work generally associated with other classifications within the bargaining unit in order to keep them productively employed.

Section 11. Notification Requirements

BIW shall notify the BMDA (providing the following information: names, dates of service, where they are working and the work being performed) of on-loan employees before they start performing BMDA work. This Section applies to all personnel in this Article.

ARTICLE XXVIII (28)

Temporary Assignment to Off-Site Locations

Section 1. BIW and the BMDA recognize that it is necessary from time to time to assign BMDA-represented employees to business locations out-of-state. When assigning to out-of-state locations, BIW will only assign volunteers. BIW will keep polling records of all assignment requests.

BIW will provide advance notification to the BMDA of any pending change to the following standard procedures while the BMDA reserves the right to bargain over any change involving a term or condition of employment in the following Standard Procedures:

- SP 08-11: Business Travel Policy and Expense Reimbursement
- SP 02-20: Salaried Employee Temporary Expatriate Relocation
- SP 02-21: Salaried Employee Short-Term Temporary Offsite Relocation
- SP 02-22: Salaried Employee Long-Term Temporary Offsite Relocation

Section 2. For out-of-state work, an employee's workday shall commence and conclude at the job site. This provision excludes the initial day of travel to the out-of-state work area and the day of return travel to Maine. On the day of travel, the employee's time starts upon leaving their home and ends upon arriving at the hotel. On the day of return travel, the employee's time starts upon checkout from the hotel and ends upon their return to their home. If the employee reports to the worksite on the day of return travel, pay does not include interruptions in travel to the worksite for meals or other non-business related reasons.

Section 3. An employee traveling on a Saturday or Sunday shall receive no more than ten (10) hours' pay at their appropriate overtime rate.

Section 4. For employees assigned to out-of-state work, BIW will attempt to negotiate terms with its customers which will allow for single-occupancy accommodations. However, in order to support BIW's ability to be competitive, employees may be required to share accommodations. If it becomes necessary to double-occupy, BMDA employees will be given the option of receiving their accommodation allowance in cash and making their own accommodation arrangements. If BMDA employees are double-occupied, personal issues such as smoking versus non-smoking will be considered.

Section 5. Employees who volunteer for assignment to locations out-of-state, will be required to work the schedule of local custom. This may, for example, require revision to normal overtime payment policies. Such issues will be agreed to by the BIW and BMDA on a case basis. The BIW and BMDA agree to work together to establish necessary terms that meet the needs of the employee and allow us to be competitive.

ARTICLE XXIX (29)

Bereavement Pay

Section 1. An employee who is absent from work due to a death in their family which requires their absence from work on any regularly scheduled working day(s) during the normal workweek shall be paid a maximum of eight (8) times their regular hourly base rate for each day of absence from work, not necessarily consecutive. If an employee is on regularly-scheduled vacation at the time of the death, they will be allowed to change the vacation to bereavement pay.

Section 2. An employee who is absent due to the death of a spouse, Domestic Partner who has met the registration requirements of Title 22, Section 2710 of the Maine Revised Statutes, (step) parent, or (step) child shall be paid for a maximum of six (6) days' absence.

Section 3. An employee who is absent due to the death of a, (step) sister, (step) brother, grandparents, grandchildren, guardian or (step) parents of spouse shall be paid for a maximum of three (3) days' absence.

Section 4. An employee who is absent due to the death of a spouse's grandparent, brother-in-law, sister-in-law, son-in-law, or daughter-in-law shall be paid for one (1) day's absence.

Section 5. An employee shall receive pay for death-in-the-family benefits by notifying his supervisor who will obtain a form which will be signed by the department head and turned over to Payroll. Bereavement may be used within one (1) year from the date of death.

Section 6. An employee absent, as provided hereinabove, may elect to take up to four (4) consecutive additional days off (unpaid) as Code 04D with advance notice.

Employees may be granted more than four (4) additional days off (unpaid) upon request. Any additional time granted beyond four (4) days must be pre-approved by the Company. Approval will not be unreasonably withheld.

ARTICLE XXX (30)

Union Business

Section 1. BIW shall provide a charge of four thousand (4000) hours straight-time rate per year for use by BMDA officials, at the discretion of the BMDA, for the conduct of union business both on premises and off. Two (2) officers of the BMDA may work full time on union business, at the discretion of the BMDA, but the Company shall not be required to pay for more than four thousand (4000) hours per year to the BMDA. Meetings called at the request of BIW will not be charged against the above charge, but will have a separate charge. BIW will only be required to pay two (2) union representatives at any meeting between the parties, except for Division Head level grievance meetings and arbitration hearings (see Article V). A BMDA-authorized union official who is required to come in to work early or stay beyond the end of their regular shift to represent bargaining unit employees may charge the union business time to the union business charges, as applicable, at their straight-time regular hourly rate. Any overtime premium caused by union activities, other than Company called-meetings between the parties, will be paid by the BMDA. Any Union representative that works more than sixty percent (60%) of their time at work on Union business shall be assigned to a central point of contact for purposes of time accounting coordination.

Section 2. The BMDA President or authorized representative, upon leaving their job, shall first report to their supervisor or to the office of their department head and make notification to BIW that they are off their job. Immediately prior to returning to their job, they shall make notification to BIW in the same manner.

Section 3. An employee desiring to communicate with union officials during working hours shall first report to their immediate supervisor prior to leaving the assigned work place and upon return. Similarly, union officials that desire to pull employees off the job for discussions during working hours must first report to the employee's immediate supervisor. The employee shall report to the supervisor upon return to work.

Section 4. Any employee of BIW who is elected by the membership of BMDA as its President to a full-time Union position shall be granted a leave of absence without pay. Any employee granted such leave of absence by BIW shall, upon return to work, have the same seniority rights as they would have enjoyed if they had been at work within the bargaining unit during the period of such leave.

Section 5. Representatives of the International Union shall be allowed access to the shipyard with escort to support administration of the collective bargaining agreement. Nothing in this section shall be interpreted as limiting BIW's right to direct the workforce or regulate use of its equipment and property.

ARTICLE XXXI (31)

BMDA Apprentice Program

Section 1. It is the intent of the Company and the Union to have a BMDA Apprentice Program.

Section 2. The Parties agree that the Apprenticeship shall be administered in accordance with all governing MOAs and the Standards of Apprenticeship registered with the State of Maine. The Parties agree that the Standards of Apprenticeship registered with the State of Maine shall be treated as an MOA and subject to negotiation prior to any change(s).

Section 3. A Joint Apprenticeship Committee (JAC) shall consist of four (4) members from the BMDA and four (4) members from management for the purpose of administering the Apprenticeship program. The Committee shall meet at least quarterly. The Chairman of the Committee shall be the Manager of Training or appointed designee. In case of a tie vote, the Vice President of Engineering will have the deciding vote.

ARTICLE XXXII (32)

Subcontract Work

It is the intent of the Company to follow its historical practice with regard to subcontracting work. The Company shall utilize bargaining unit employees to accomplish work normally assigned to members of this bargaining unit to the maximum extent possible. The Company may, however, subcontract work which does not directly result in the layoff of any regular, full-time employee represented by the BMDA. Both parties recognize the need, on occasion, for the Company to subcontract work to outside agencies based on business needs related to cost, schedule or technical expertise, even when BMDA-represented employees may be on layoff. In the event that subcontracting becomes necessary, the Company will notify the BMDA by providing specific information regarding BMDA employees impacted, skills required for the subcontracted work, dates the subcontracting begins and ends, all types of work to be performed, and other relevant information, and discuss with the Union the appropriate specifics of the subcontracting proposal as early as practicable during the planning for such subcontracting.

Furthermore, if subcontractor representatives are to be collocated with BMDA-represented individuals, BIW and BMDA agree to mutually develop a Memorandum of Agreement addressing associated issues (e.g., location plans, physical set-up, hours of work, reporting structure, dues and initiation fees, etc.).

For the purposes of this agreement, collocation of subcontractors with BMDA-represented individuals is defined as an arrangement where subcontractor representatives are located within the same work areas as BMDA members, and are sharing the same work normally assigned to BMDA members.

Co-location does not refer to arrangements where subcontractor representatives are located on Company premises, but with physical separations such as walls, different floors, etc.

ARTICLE XXXIII (33)

General Dynamics 401(k) Plan

401(k) and 401(k) Roth

You are eligible for this Plan upon your hire date.

Currently you are eligible to defer up to 50% of your base pay, before Federal and State income taxes are withheld. This is subject to IRS and DOL maximum limits, including limits to “highly compensated employees.”

The BIW matching contribution in the 401(k) Plan of one dollar (\$1.00) on every dollar you defer up to the first 5% of straight time pay will continue unchanged through the end of December 31, 2022. Effective the first paycheck in January 2023, BIW’s matching contribution on every dollar you defer up to the first 6% of straight time pay will remain unchanged through the end of December 31, 2026.

Effective with plan year beginning January 1, 2023, employees will also have the option to contribute to a 401(k) Roth.

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 calendar year.

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

Through December 31, 2022, new hires and rehires will be auto enrolled with a contribution of 5% into the default investment fund selected by the Plan Administrator for auto enrollment under the Plan.

Effective January 1, 2023 new hires and rehires will be auto enrolled in the 401(k) with a contribution of 6% into the default investment fund selected by the Plan Administrator for auto enrollment under the Plan.

Non-Contributory Retirement Contribution (NCRC)

Effective with plan year beginning January 1, 2023, each year BIW will contribute an additional non-elective contribution to the 401(k) plan on behalf of BMDA covered employees who are not eligible to accrue credited service under the terms of the pension as defined in Article XIX (19).

BIW will contribute an amount equal to 1% of base pay earned while represented by the BMDA during calendar years 2023 - 2024. Beginning in January 2025, this amount will increase to 2% of base pay.

For the purposes of the NCRC, base pay will be defined as the first hours in which you are paid, on a straight time basis, up to a maximum of 2080 hours during a calendar year.

NCRC contributions made on your behalf to the General Dynamics 401(k) Plan will become 100% vested after you have completed three (3) years of continuous service from date of hire. To the extent you already have three (3) years of continuous service with the Company your NCRC will be vested upon deposit.

The NCRC contribution will be credited to your account in the next calendar year and the amount contributed to your account is not forfeited (at separation) provided you are vested. BIW will make contributions on your behalf no later than October 15 following the close of the calendar year, with the first contribution being made in 2024 for the 2023 401(k) Plan Year.

Eligible employees do not have to contribute to the Plan to receive the NCRC contribution.

ARTICLE XXXIV (34)

Attendance at Work

Section 1. The parties recognize that certain absences from work may be unavoidable. In this regard, certain absences are excused from discipline and listed in Table 1 below:

Table 1: Excused Absences

<u>Reason</u>	<u>Absence Code</u>
Holidays	
Earned Holiday Usage	EHL
Banked Holiday Usage	BHL
Floating Holiday	FHL
Employee Health Passout	1F
Compensated Sick Leave	1P
Compensated Sick Leave FMLA	1PL
Company Excused (Permitted at the sole discretion of Management, not subject to the provisions of Article V.)	03
Compensated Family Sick Leave	4P
Compensated Family Sick Leave FMLA	4PL
Family Death Unpaid	4D
Family Death Pay Expected	4DP
Personal Business (Excused by Medical)	06 (M)
Company Closed Weather Day	7W
Yard Injury	09
Yard Injury FMLA	09L
No Work in Department	10
One (1) Grace Period of One-Half (1/2) Hour each per Month for Late (for each of the months of November through April)	11
Suspension	12
Union Business	13
Scheduled Day Off	14
Vacation	15
Vacation FMLA	15L
Leave of Absence	16
Jury Duty	17
Military Duty	18
Family Military Leave	18F
Split Shift	20
Company Paid Witness Duty	22
On-Call Fireman	23
FMLA Uncompensated Time Off	24
FML, A&S, Workers' Compensation Banked Sick Leave Paid Supplement	1LP

<u>Reason</u>	<u>Absence Code</u>
Crime Leave Act	25
Accident & Sickness Covered Time	26
Accident & Sickness FMLA	26L
Company Paid Union Business	44
Unpaid Union Business	46
Late for reasons directly attributable to BIW-furnished bus transportation delays will be excusable	03
Elected Officials**	21

** Selectmen, City Counsel, or State Representative – unpaid and for official business only, with prior approval from the Director of Labor Relations or their designee.

Section 2. All other absences from work during the normal workweek will be considered unexcused and subject to the progressive disciplinary steps set forth in Article XXXV, Rule 13. Employees must recognize that such lost time may impact the flexible workweek privileges in Article XXXVI, Section 4 and will be a factor that is viewed negatively in the performance evaluation process. Unexcused absences are listed in Table 2 below:

Table 2: Unexcused Absences

<u>Reason</u>	<u>Absence Code</u>
Sick Without Pay	01
No Report	02
Family Sick Without Pay	04
Personal Business	06
Late (other than grace period)	11

Section 3. No excuse for any unexcused absence will be considered or accepted except for prolonged absences where sickness or injury of five (5) consecutive working days or more is incurred. An employee absent for five (5) working days under these conditions must provide the Medical Department, on the first day of their return to work, a valid medical report as required by Article XXXV, Regulation VIII.

Section 4. An employee with an illness or injury requiring continuous medical treatment will not have such absence(s) count for disciplinary reasons providing the Medical Department concurs with the absence(s).

Section 5. It is the employee’s responsibility to know their lost time status. Unexcused codes will not be changed to excused codes retroactively in order to excuse lost time unless the employee supplies acceptable documentation of the need for the absence to the Medical Department (medical issues) or their department management (other issues) within three (3) days of return to work.

ARTICLE XXXV (35)

Rules and Regulations

Section 1. As used in this Article, the term “Company premises” shall be understood to include BIW plant facilities, as well as Navy or commercial ships in new construction or repair, subcontractor facilities, and any other location which is the jurisdiction and/or responsibility of BIW.

BIW shall seek to broadly communicate through methods such as bulletin boards, memos to employees and crew meetings any changes or clarifications made to its policies and regulations.

Section 2. Regulations

I. This plant operates on a basic eight (8) hour day and a basic forty (40) hour week. Until further notice, this plant will work five (5) days per week, eight (8) hours per day. Employees will be expected to work any shift to which they may be assigned in accordance with Article VIII.

No employee will be admitted to company premises without an identification badge prominently displayed on their person. An employee who forgets their badge will lose the time necessary to obtain it or have it replaced. The first badge issued to an employee will be at the Company’s expense; any subsequent replacements will be at the employee’s expense. However, worn or damaged badges will be repaired at the Personnel Department without cost.

Employees will be paid each Thursday for the time worked through the previous Sunday. Pay checks will be placed in time card racks or otherwise distributed at the Company’s discretion.

An employee who is unable to work on a Thursday, or who for any reason is otherwise unable to get their pay check, may apply for it through their supervisor. An employee’s pay check will not be delivered to another person without the written consent of the employee.

Time worked is figured in periods of six (6) minutes.

II.	<p>After the start of shift or after lunch break, six (6) minutes will be deducted from the pay of any employee whose WFM shows tardiness for each six (6) minute increment or fraction thereof. Unless overtime is authorized, pay periods will start and end at regular starting and quitting times.</p> <p>Every employee must clock-in before starting work at the beginning of their shift and clock-out after stopping work at the end of their shift. Ingress and egress swipes are required on WFM when entering or leaving a BIW facility during plant shift hours (excluding lunch period). Nothing in this provision is intended to allow employees to circumvent entering or exiting via badge swipe or showing badges to BIW Security personnel at open gates. The Company will meet and confer with the BMDA president or designee prior to changing entrance and/or exit protocol.</p> <p>BMDA-represented employees must remain productive until five (5) minutes prior to the end of shift. During these five (5) minutes prior to end of shift, an employee may clock-out at an MPT in their work area, utilize the time to clean-up the work site (e.g., log off systems, return drawings to vaults, secure personal belongings, etc.) and employees within the Main Yard may proceed to the gate. Each employee must ensure, prior to clocking out, that the time is within five (5) minutes of the end of shift. Any inadvertent clock-outs prior to this time may be treated as lost time if the employee does not enter a proper clock-out and notify a supervisor.</p> <p>An employee will be permitted to leave Company premises during hours of work only if they obtain permission from their supervisor.</p>
III.	<p>An employee drawing tools from Company tool rooms or vaults will be held responsible for their return in good condition, normal wear and tear excepted.</p>
IV.	<p>Vacant (For historical tracking purposes).</p>
V.	<p>Employees must call in or otherwise report (e-mails not accepted except for hearing impaired individuals as approved by the BIW Medical Department) an absence to their supervisor or the Interactive Voice Recognition (IVR) call-in center prior to or within one (1) hour following the start of the employee's shift where advance notice is not required or provided unless such call could not be made due to extenuating circumstances beyond the control of the employee. Failure to do so will result in that absence being listed as a "no report" (Code 02).</p>
VI.	<p>An employee taking company property off company premises must obtain proper authorization from management.</p>
VII.	<p>Vacant (For historical tracking purposes).</p>

<p>VIII. An employee must submit to a physical examination by the Company physician at such times as the Company may require as a measure of protection to employee and Company alike. Such examination will not be imposed in an arbitrary, capricious, or discriminatory manner.</p> <p>An employee absent due to sickness or injury for five (5) consecutive days or more must first report to Employee Health on the first day of their return to work. Such absences shall be excused if the employee provides appropriate documentation on the day of return to work which describes the illness, treatment required, and verification that the employee was unable to work during this period of absence. This documentation must be written and signed by a health care provider who is authorized to provide certification of a serious health condition under the Family Medical Leave Act and who is authorized to provide care in the location where they have provided care to the employee and must be based on their personal observations made and treatment provided at the time the employee was sick or injured. Documentation issues will be resolved by the Company's Labor Relations Department. For details see Article XVI of CBA.</p>
<p>IX. An employee must report any injury suffered in the course of their employment to their supervisor as soon as possible after having notice or knowledge of the injury.</p>
<p>X. Vacant (For historical tracking purposes).</p>
<p>XI. Each employee shall be primarily assigned to one (1) BIW facility. If an employee is required to go to another BIW facility for a portion of their regular shift, and use their personal vehicle for transportation, they shall receive travel pay. Use of an individual's personal vehicle is voluntary.</p> <p>The Company will provide advance notification to the BMDA of any pending change to SP 08-11: Business Travel Policy and Expense Reimbursement, while the BMDA reserves the right to bargain over any change involving a term or condition of employment.</p>

Section 3. Rules

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

BIW shall notify the Executive Committee of the BMDA of each disciplinary action taken through direct telephone conversation with a member of the Executive Committee at the Union Hall. BIW will attempt to provide this notice at least four (4) hours in advance of issuance. Such notice will provide the Union with the opportunity to be present for each disciplinary action taken, unless the employee notifies the Union they decline the presence of a Union representative. If the Union does not attend the meeting after receiving timely notice of at least four (4) hours, the supervisor may proceed with issuing the discipline. Where no second shift

representative is available, the Company will make a reasonable attempt to accommodate representation.

A verbal warning shall be given prior to the first offense penalty of a written warning where marked by an asterisk (*).

Disciplinary action will remain active on an employee's record for one (1) year from date of the issuance of discipline for the purpose of Rule 46 and progressive discipline.

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
1. Falsification of personnel, medical, or other Company records or the omission of pertinent facts in connection therewith.	Up to and Including Discharge		
2. Knowingly clocking-in for another employee, or having one's time entered by another employee. Unauthorized altering of time records.	Up to and Including Discharge		
3. Willful mis-representation of facts to Management.	Up to 3 Days Off	Up to and Including Discharge	
4. Habitual failure to clock-in or out (includes ingress/egress).	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
5. Unauthorized use of your, or another person's, badge.	Up to and Including Discharge		
6. Refusal to show badge or identification pass at the request of any member of supervision, plant protection officers, or other authorized personnel, or altering badge.	Warning. If not heeded, Up to 5 Days Off	Up to and Including Discharge	
7. Interfering or refusing to cooperate with plant protection officers in the performance of their duties.	Up to 5 Days Off	Up to and Including Discharge	
8. Entering restricted areas without proper authorization.	*Written Warning	Up to 3 Days off	Up to and Including Discharge
9. Engaging in sabotage or espionage.	Discharge		
10. Vacant (For historical tracking purposes).			
11. Intentionally or deliberately sleeping on job during working hours.	Up to 5 Days Off	Up to and Including Discharge	

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
12. Absence for five (5) consecutive working days without report or satisfactory excuse.	Discharge		
13. Unexcused absences from work: (a) In excess of five (5) unexcused absences in any six (6) consecutive calendar months. In excess of twenty-four (24) hours in any six (6) consecutive calendar months.	Written Warning		
(b) Any unexcused absence while under a first written warning under 13(a).		Written Warning	
(c) Any unexcused absence while under a first written warning under 13(b).			Discharge
NOTES: (1) For each two (2) consecutive months of perfect attendance the one (1) year warning retention period will be reduced by two (2) months. (2) Unexcused absences which occur up to the date of a valid disciplinary step will be folded into that disciplinary action (roll-in).			
14. Contributing to unsanitary conditions, poor housekeeping, and/or poor personal hygiene.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
15. Unauthorized possession of firearms or explosives of any type, or use or threat of use of firearms, explosives, or dangerous weapons on Company time or premises. This section will be enforced consistent with state laws regarding guns in vehicles on Company premises.	Up to and Including Discharge		

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
16. Use or possession of another employee's tools or Company tools (including system log-in) assigned to another employee without the employee's consent.	Written Warning	Up to 5 Days Off	Up to and Including Discharge
17. Use of tobacco products per Company policy.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
18. Use, possession with the intent to distribute, distribution, sale, or offering for sale, of narcotics, illicit drugs including marijuana, or alcoholic beverages on Company premises at any time.	Up to and Including Discharge		
19. Possession for personal use of, or being on Company premises under the influence of: alcohol, narcotics, or illicit drugs including marijuana, or refusing to submit to a test administered by the Medical Department to determine if under such influence. The Company will provide advance notification to the BMDA of any pending change to SP 07-01: Substance Abuse Policy, while the BMDA reserves the right to bargain over any change involving a term or condition of employment.	Up to 5 Days Off	Up to and Including Discharge	
20. Immoral conduct or indecency including sexual harassment of a severe or pervasive nature.	Up to and Including Discharge		
21. Low production or poor quality of work.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
22. Mistakes due to negligence or disregard of instructions.	Written Warning	Up to 5 Days Off	Up to and Including Discharge

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
23. Mistakes due to negligence or disregard of instructions which affect the safety of any person or property on Company premises.	Up to 5 Days Off	Up to and Including Discharge	
24. Deliberately restricting output.	Up to and Including Discharge		
25. Failure to be on the job at the start-of-work whistle at the beginning of shifts or following lunch periods, unless otherwise specifically approved.	*Written Warning	Up to 3 Days off	Up to and Including Discharge
26. Wasting time, unintentional dozing, loitering, quitting work before the authorized time or leaving job area during working hours without permission.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
27. Provoking, instigating, or engaging in a disturbance during working hours or on Company premises.	Up to 5 Days Off	Up to And Including Discharge	
28. Threatening, harassing, or intimidating, any person on Company premises.	Up to And Including Discharge		
29. Physical assault, fighting or taking any action that could result in injury to any person on Company premises.	Up to and Including Discharge		
30. Making disparaging statements concerning the Company's products or services, or making maliciously false statements concerning the Company.	*Written Warning	Up to 5 Days Off	Up to and Including Discharge
31. Any form of gambling during working hours.	Up to 5 Days Off	Up to and Including Discharge	

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
32. Willful destruction or damage, theft, attempted theft, or removal from Company premises without proper authorization of any property, belonging to the Company, the government, a subcontractor, or any other person, including flagrant theft of services that result in mischarging.	Up to and Including Discharge		
33. Misusing Company property, or services or the property or services of any person.	Written Warning	Up to 5 Days Off	Up to and Including Discharge
34. Leaving Company premises during work shift without permission.	Written Warning	Up to 5 Days Off	Up To And Including Discharge
35.(a) Failure to physically report within 30 minutes for agreed upon overtime unless excused at the Manager level for a legitimate unforeseen reason beyond the employee's control. 35.(b) Failure to complete agreed upon overtime unless excused at the Manager level for a legitimate unforeseen reason beyond the employee's control. NOTE: An employee who wishes to cancel their overtime commitment must do so before the lunch period on the workday preceding the scheduled or prearranged overtime.	*Written Warning	2nd Written Warning	Up to 3 Days Off <u>Fourth Offense</u> Up to and Including Discharge
36. Engaging in horseplay, running, scuffling, or throwing things.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
37. Vending, soliciting, or collecting contributions for any purpose at any time on the premises, unless authorized by management.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
38. Posting or removal of any matter on bulletin boards, or distributing written or printed matter of any description on Company premises, unless approved by the Director of Labor Relations or their representative. Union authorized communications to its members may be distributed during non-work times or posted on Union bulletin boards.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
39. Participating in union activities on Company premises during working hours, except as otherwise provided for in currently existing Labor Agreement. Nothing in these rules shall be construed to prevent the distribution of printed material by employees to employees or the solicitation of employees by employees during non-work times in non-working areas in the exercise of rights guaranteed by Section 7 of the National Labor Relations Act. In no event shall the exercise of such rights interfere with production.	Written Warning	Up to and Including Discharge	
40. Insubordination, i.e. direct refusal or failure to carry out reasonable orders.	**Immediate Warning. If not heeded, Up to 5 Days Off	Up to and Including Discharge	

** No Union representation required when communicating an immediate warning. An immediate warning will include a direct order followed by a forewarning that failure to carry out the direct order will result in a 5-day suspension. Union representation as required under Section 3 before 5-day suspension imposed.

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
41. 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.	Up to 5 Days Off	Up to and Including Discharge	
42. Failure to wear required safety equipment.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
43. Failure to observe fire, health, pollution, and other safety rules.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
44. Utilization of sick leave for other than a bona fide non-occupational illness or injury.	Up to 5 Days Off	Up to and Including Discharge	
45. Violation of any Company Regulations, cited in Section 2, not expressly covered by Rules cited in Section 3.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
46. An accumulation of any four (4) penalties, for one (1) or more offenses during a twelve (12) month period.	Up to and Including Discharge		
47. Chronic behavior that creates disharmony.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
48. Accessing, displaying, distributing, or possessing sexually explicit or other material that would be offensive to a reasonable person on Company property.	Up to 5 Days Off	Up to and Including Discharge	
49. Conduct considered inappropriate or offensive to a reasonable person that is not directed at any individual/s.	*Written Warning	Up to 3 Days Off	Up to and Including Discharge
50. Conduct considered inappropriate or offensive to a reasonable person that is directed at any individual/s.	Up to 3 Days Off	Up to 5 Days Off	Up to and Including Discharge

ARTICLE XXXVI (36)

Flexible Workweek

Section 1. The Parties agree that the options contained within this Article must be pre-arranged and will be authorized at Management's discretion based on business need. It is further understood that the intent of this program is not to unreasonably withhold an employee from utilizing the options contained within this Article.

Key Objectives are as follows:

- To give options that may improve employee's quality of life.
- To develop alternatives that would be appealing to a cross section of BMDA- represented employees.
- To allow as many people to enjoy flexible work shift options as possible without disproportionate individual use and without compromising BIW's business needs.
- To develop alternatives that would not add unworkable levels of administrative burden.
- To develop an approach that allows teams to meet all staffing, cost, schedule, and quality goals.
- All flexible options require pre-approval at the supervisor and/or manager level.
- To reduce lost time (Codes 01, 02, 04, 06, 11).

Section 2. Flexible Schedule Parameters

- 1) All options shall allow an individual to modify the start of their shift in one-half (1/2) hour increments between the following times:
 - 1st Shift = 6:00am to 9:00am
 - 2nd Shift = 2:00pm to 5:00pm
- 2) All options shall require an individual to end their shift by the following times:
 - 1st Shift = 5:30pm
 - 2nd Shift = 1:00am
- 3) All options shall allow for a flexible lunch break to be used simultaneously in any thirty (30) minute timeframe in the middle three (3) hours during 1st shift, or in any twenty (20) minute timeframe during the middle three (3) hours for the 2nd shift paid lunch break. This must be pre-approved as part of the request for that week.

- 4) All flexible workweek requests must be submitted no later than the lunch period on the Monday prior to the start of the requested flexible workweek. Approval or Denial of flexible workweek requests shall be provided to the employee no later than the lunch period on the Thursday prior to the start of the requested flexible workweek. In the event a flexible workweek request is denied by Management the employee and their Supervisor will discuss what alternative schedule may work.
- 5) Cancellation of flexible workweek requests must be made by the employee by the end of their shift on the preceding Thursday. In the event a flexible workweek request is cancelled by the employee, their schedule shall revert to the Hours of Work identified in Article XL (40).
- 6) If unforeseen circumstances arise, an employee may be allowed to change their work schedule during the week, with manager-level approval. This should be the exception not the rule.

Section 3. Flexibility Options

- 1) Flexible Workweek. It is intended to provide schedule options that would allow one to deviate from the standard five (5), eight (8) hour workdays. This option would allow for an individual to work variable hour workdays so long as they total forty (40) hours Monday through Friday. This option does not allow for full days off. Overtime would apply after forty (40) hours in accordance with Article XII. All work performed on Saturday, other than work performed as part of an employee's regularly scheduled shift started in the preceding day, shall be paid for at the time-and-one-half rate subject to the overtime provisions in Article XII. Sunday work shall be paid for at the double-time rate, subject to the overtime provisions in Article XII.
 - a) Employees must work a minimum of four (4) hours per day Monday-Friday. This request may be submitted to alter one's shift until another request is submitted. Requests that are submitted "until further notice" shall continue to be reviewed and approved or denied by Supervision on a weekly basis.
 - b) Employees may pre-arrange to leave and return to work during the workday for purposes of improving their quality of life for up to two (2) occurrences not to exceed two (2) hours in total per day.
- 2) 4 X 10 Workweek Option. A variant of the Monday through Friday, five (5)- day, eight (8) hour a day workweek schedule. Employees would be able to work four (4), ten (10)-hour days with a selected day off within the Monday through Friday workweek. This flexible workweek option will be allowed fifteen (15) times per calendar year per employee and cannot be used during a holiday week where separate 4 X 10 holiday workweek options exist. The provisions associated with a 4 X 10 shift will be as follows:
 - a) When an employee is working a 4 X 10 schedule, they must have the same start and stop times each day.

- b) Employees shall be paid straight time for ten (10) hours. All work in excess of ten (10) hours in any one (1) day or forty (40) hours in any one (1) week shall be paid at the rate of time-and-one-half. All work performed on Saturday, other than that work performed as part of an employee's regularly-scheduled shift started in the preceding day, shall be paid for at the time-and-one-half rate subject to the overtime provisions in Article XII. Sunday shall be paid for at the rate of double-time subject to the overtime provisions in Article XII.
 - c) If the Supervisor can accommodate overtime on the employees scheduled day off, this is allowed.
 - i. All time worked on regularly scheduled days off shall be at the time-and-one-half rate.
 - d) Where the vacation accrual schedule refers to days, it is understood that the term "days" is based on an eight (8) hour day.
 - e) For employees working four (4), ten (10) hour days, vacation time, lost time, and sick time will be based on a ten (10) hour day. A full day absence will count as ten (10) hours.
 - f) For bereavement, employees will be compensated for forty-eight (48) hours where the contract calls for six (6) days and twenty-four (24) hours where the contract calls for three (3) days off, in accordance with the existing contract. Additional time off may be charged against the regular vacation entitlement or Code 04D, if elected.
 - g) It is mutually agreed that when referring to discipline that includes suspension, days off will be calculated in hours (i.e., three (3) days equals twenty-four (24) hours).
 - h) The definition of a basic workday and week (as defined in the first paragraph of Article XXXV, Section 2, Regulation I) will include the four (4), ten (10)- hour day workweek as detailed in this Article.
- 3) Alternate Shift Starts. This will require the same schedule for the entire week. This request may be submitted to alter one's shift until another request is submitted. Requests that are submitted "until further notice" shall continue to be reviewed and approved or denied by Supervision on a weekly basis.
- 4) Flexible Lunch Breaks. Additionally and in an effort aimed at maintaining work momentum and/or supporting an employee's personal business, allowing individuals to work through their normally scheduled lunch period is recommended. With approval from the supervisor, individuals may be allowed to continue working on a project during

their normal lunch break to maximize efficiencies and/or supporting customer(s) high-priority, immediate needs. This option does not cover working through lunch in order to leave work early at end of the shift. Individuals will be required to take lunch break in the middle three (3) hours of their shift with supervisor approval. Individuals can take a one (1) hour lunch break by working .5 hours beyond the usual ending time. Supervisors will be required to adjust actual lunch breaks in WFM.

An employee may adjust the lunch break to other than the normal shift lunch break on a daily basis with Supervisor approval.

Employees who are extending their lunch need to input charges/hours up to the time they leave and egress on an MPT when leaving and ingress and input charges (when doing job starts) on the return to work.

Section 4. Clarifications

- (a) Supervisor Coverage. It is the approving Supervisor's responsibility to assure that there is appropriate Supervisor/Management coverage for their employees. This doesn't mean that there has to be a Supervisor/Management type in the immediate area, there could be coverage in a different Bay or Floor so long as it is coordinated between the Supervisors.
- (b) Clock Out Times. In accordance with Article XXXV, Regulation II, employees may clock out five (5) minutes prior to the end of their shift. Employees must still remain in their immediate work area until the end of their shift. (Main Yard employees may proceed to the gate during the five (5) minute timeframe.)
- (c) Company Travel. When employees are on Company Travel they are not able to participate in the Flexible Workweek Program while on travel. Company travel includes Sea Trials. Employees may pre-arrange flex time for those workdays outside of Company travel in the workweek (before leaving on or upon return from Company travel) in accordance with Section 2(a)(1) provided that the Company does not incur overtime as a result of the pre-arranged flex time hours.
- (d) Probationary Employees. Probationary employees are not eligible for the Flexible Workweek Program until after completing their probationary period, with the exception of working a 4X10 workweek during the special holiday workweeks specified in Article XIV, Section 9, if the employee does not meet the thirty (30) calendar day requirement specified in Article XIV, Section 5. The four (4) ten (10)-hour days will be paid at straight time rates and are exempt from overtime.
- (e) Second Shift Paid Lunch. If a Second Shift employee utilizes the Flexible Workweek Program and is not on the job at the time of their regular lunch period, the employee is entitled to take their twenty (20)-minute paid lunch upon their return. The employee needs to specify when they will be taking their lunch when they submit their Flexible Workweek sheet.

- (f) Flexible Workweek Committee. The Flexible Workweek Committee, shall be comprised of three (3) BMDA representatives and three (3) members of management, with one (1) representative from Labor Relations to facilitate discussion if necessary. The Committee will meet at least every other month or at the request of either party for the purpose of reviewing flexibility option utilization, approvals/denials of flexibility option requests, and any other areas of concern. The Committee will mediate and/or attempt to resolve any issues that arise from the Flexible Workweek Program.

The Committee is intended to ensure that the Key Objectives of this Article are being adhered to and appropriately balanced, as set forth in Section 1. Additionally, the Committee is intended to provide an opportunity to resolve issues as they arise, prior to the filing of a formal grievance. In the event the parties cannot agree, the matter shall be subject to the grievance procedure.

- (g) For employees not utilizing a flexible workweek option, emergent requests to flex their time within a given week and the request will be considered at the sole discretion of the Department Head. Such requests will only be considered due to emergent, unforeseen and/or unavoidable circumstances beyond the employee's control whereby the employee would otherwise have to use vacation, personal business, or family sick time to cover their emergent absence. It is understood that in accommodating such requests the employee would be subject to the terms and conditions of this article including overtime applying after forty (40) hours. In no case would the Company incur overtime premium costs as a result of accommodating the employee's request.
- i. Requests will be processed as quickly as possible. In the event a member of BIW Management needs to call an employee to inform them whether or not such an approval has been granted, such call does not qualify for call-in pay (or any other form of compensation).

Section 5. Suspension of Flexible Workweek Privileges

- (a) Flexible workweek privileges will be suspended for the remainder of the calendar year when an employee exceeds a total of sixteen (16) hours lost time (codes 01, 02, 04, 06, 11) for that calendar year, or
- (b) Flexible workweek privileges will be suspended while an employee is under discipline for lost time related rules (Rules 13, 25 or 44) for the duration of the active discipline.

Section 6. Hardship Claims

Any hardship claim will be addressed, by mutual agreement, on a case by case basis by the Functional Organization VP and Union President or their designees. If the parties are unable to reach agreement, the Company may implement its decision subject to the grievance procedure.

ARTICLE XXXVII (37)

Permanent Off-Site Engineering Facilities

Section 1. The BIW and BMDA recognize that due to customer requirements and to seek new work, that it may be necessary to staff Engineering/Design Facilities in various locations around the world.

Section 2.

- (a) BIW will post job openings for permanent facilities both internally and externally. In staffing a permanent facility, BIW will give consideration first to both active BMDA members and members who have recall rights. BIW reserves the right to hire locally in the event it determines it is more cost effective to do so. BIW agrees to notify the Union of its election to hire locally if there are BMDA members who have applied for the position.

- (b) The Company will provide advance notification to the BMDA of any pending change to SP 02-19: Employee Permanent Off-Site Transfer/Relocation, while the BMDA reserves the right to bargain over any change involving a term or condition of employment.

Section 3. BIW recognizes the need to have a dedicated Supervisor of Designers at each Off-Site Facility where practical. This Supervisor will be someone with previous design experience and will ensure that all technical work procured by the Company will be distributed to the design force in accordance with Articles I and XXI of the Collective Bargaining Agreement.

Section 4. Overtime

In accordance with Article XII, Section 2 of the labor agreement it is the intent of the Company and the Union that all Designers at each Off-Site Facility will be given equal opportunity for overtime assignments. Pre-scheduling of job assignments throughout the year will be made with this in mind.

Section 5. Seniority

The parties recognize the importance of facilitating the permanent staffing of BIW's facilities, such as those located in Norfolk, VA, Mayport, FL, and San Diego, CA, in order to promote employment and business opportunities in these homeports. To this end, separate layoff lists will be maintained for BMDA represented personnel at each Off-Site Facility. All other BMDA represented employees shall reside on the layoff list utilized for employees in Maine. These layoff lists shall operate as follows:

- (a) Layoffs will be implemented at the BIW facility that has the lack of work based on the local layoff list (i.e., Maine facilities or any of the Off-Site Facilities).

- (b) All BMDA represented employees that had BMDA seniority privileges as of March 15, 1998, that work at or transfer to the Off-Site Facilities, will be eligible for employment at BIW's Maine facilities in the event of layoff at the Off-Site location (providing sufficient seniority to withstand employment in view of layoffs in Maine). Relocation and expense entitlement will be in accordance with all applicable Transfer/Relocation Standards and Procedures. Employees in Maine have no right to displace Off-Site employees if laid off from the Maine list.
- (c) All BMDA represented employees that had no BMDA seniority privileges as of March 15, 1998 will be entitled to employment at other BIW facilities in the event of layoff (providing sufficient seniority to withstand employment in view of layoffs at the new location). Relocation expenses would not normally be paid by BIW in these cases. Laid off employees will have no right to displace employees at other facilities.
- (d) BIW may hire new employees in Maine or at any of the Off-Site locations even when there are BMDA represented employees on layoff at other locations.
- (e) Laid off employees that refuse an opportunity to relocate shall not lose their recall rights at the facility where they were laid off.

Upon relocation, BMDA seniority will apply to the local layoff list.

Section 6. Insurance

BIW employees who are represented by the Bath Marine Draftsmen's Association and reside in areas where non-represented salaried employees are offered healthcare options in addition to, or in lieu of, the options offered to employees residing in Maine, will be offered the same healthcare options as salaried employees in that particular Off-Site office. The weekly contributions deducted from their paychecks for these Off-Site healthcare options will be set by BIW's consulting actuaries such that the employee's total cost sharing for these options (payroll deductions plus in-plan cost sharing) will be actuarially equivalent as the HMO plan offered in Maine.

Section 7. Additional Compensation

- (a) Designers permanently assigned from Maine to one of the Off-Site Facilities who perform the normal design and/or design support function shall receive their applicable rate in accordance with Article X, plus any applicable "location adjustment based on cost of living differential" and business considerations in effect at the time of the designer's assignment. The differential in effect at the time of the designer's assignment will continue without adjustment throughout the term of the designer's assignment to the Off-Site Facility.
- (b) Designers at the 1E classification or above assigned to one of the Off-Site Facilities who perform the function of On-Site Representative (OSR) shall receive the while assigned Work Leader pay differential pursuant to Article X, Schedule of Wages, Note 1 and 2.

- (c) For Off-Site locations only, BIW's wage rates for a new hire in any designer classification shall range from a minimum of the wage rate in this Agreement for that classification up to the maximum paid to a designer in the same classification who would be relocated to that Off-Site location from Maine. If a new hire's wage rate in that location is greater than any other designer in that same classification at that Off-Site location, then those designers shall have their wage rates increased to be the same as the new hire, notwithstanding the methodology under (a) above.

Section 8. Roles and responsibilities of Off-Site BMDA represented employees will be detailed in program specific MOA's negotiated by the parties.

ARTICLE XXXVIII (38)

Duration of Agreement

This Agreement shall remain in effect from the 21st day of March 2022, to and including the 22nd day of March 2026. It shall automatically renew itself for a period of one (1) year and from year to year thereafter, unless written notice of desire to terminate or modify any portion or any of the terms thereof is given to either party by the other at least sixty (60) days prior to the expiration of any such annual period.

IN WITNESS WHEREOF, BIW and the BMDA have caused this Agreement to be signed by their respective representatives thereunto duly authorized.

ARTICLE XXXIX (39)

New Business Opportunities

Section 1. Purpose

The parties recognize that significant changes to BIW's present manner of providing design/engineering services may be necessary in order for the Company to compete successfully for new work opportunities and to insure jobs for our people at BIW. The purpose of this article is to establish a process whereby the parties, working together, subject to review by an arbitrator, can acquire new work. This article is not intended to supersede any existing provisions of the collective bargaining agreement governing the performance of existing work, except by agreement and/or arbitral determination.

Section 2. Scope and Mutual Commitment

The BMDA agrees to support these efforts in good faith and BIW commits to make a good faith effort to acquire new work for the bargaining unit without unnecessarily invoking this procedure. BIW anticipates, at this time, that such efforts could encompass, one or more, of four forms:

A. Teaming Arrangements

The parties recognize that it may be necessary for BIW to team with other companies in a bid or competition for new work. The Union understands that not all work resulting from a teaming arrangement may be allocated to the BIW bargaining unit. The company will provide notice to the BMDA of any teaming arrangements in advance of submitting a bid involving such teaming and confer in good faith over all aspects of any such teaming arrangements, including but not limited to the selection of teammates and allocation of work between teammates. Compliance with this subsection shall be subject to the grievance and arbitration process in Article V.

B. Subcontracting Arrangements

The Parties recognize that in a bid or competition for new work, it may be necessary to place a bid at a rate anticipating subcontracting certain amounts of the BIW scope of work. In the event BIW is awarded new work based on a bid placed with such anticipated subcontracting incorporated, such subcontracting will be deemed to have satisfied all the requirements of Article XXXII. The parties agree that they will work together to minimize the use of subcontractors and maximize the bargaining unit work that can be retained considering relevant facts and circumstances.

C. Expanded Use of Contract Employees

The parties recognize that, in some cases, and for some contract opportunities, the use of additional contract employees above the percentage limits of Article XXVII, at competitive market rates, may help shape a successful bid.

D. Collective Bargaining Agreement Adjustments

The parties recognize that competition for new work may require adjustments in existing terms and conditions of employment to successfully win the work in question. The Company agrees to invoke this subparagraph only as a last resort and only to the extent necessary to compete realistically for the work and only after other alternatives have been reviewed in detail and exhausted with the Union.

Section 3. Process

The parties agree to work together to secure new work for BIW under the conditions described in Sections 2(A), 2(B), 2(C), and 2(D) above. In the event the Company seeks to invoke this procedure, the Company will inform the Union as soon as practical prior to bidding on the work. The parties agree that upon such notification, they will promptly meet and negotiate in good faith over the decision to utilize the alternative, or combination of alternatives, which would position BIW to secure the new work. BIW agrees to supply the Union with information relevant to the discussion and both parties agree to enter into a signed confidentiality agreement to protect any business, confidential, proprietary, competitively sensitive, strategic information and/or information subject to pre-existing nondisclosure commitments. The parties agree to negotiate in good faith on the effects and implementation of any proposal.

Section 4. Second Level Review and Arbitration

If the parties are unable to reach agreement after thirty (30) days from date of notification, the Company shall provide the Union with five (5) days notice that, in its opinion, continued discussions are unlikely to lead to agreement on one or more of the arrangements described in Sections 2(B), (C), and (D) above. The Union may elect, upon notification, to refer the matter to the Union President and the BIW Vice President of Engineering who shall have an additional ten (10) days from the notification, to review the matter and resolve the issue. In the event the parties cannot agree, the matter shall be subject to referral directly to expedited arbitration. Under expedited arbitration, the parties agree to a hearing within five (5) days, present their cases to the arbitrator in one day, submit post hearing briefs in five (5) days, and receive a decision from the arbitrator in five (5) days; to be followed by an opinion from the arbitrator in ten (10) days if requested by either party. For this limited purpose, the arbitrator will be charged with handing down a decision approving or rejecting the Company's last proposal based on the Company's competitive justification, the parties' underlying desire to minimize the use of these procedures and maximize the use of BMDA represented employees to perform bargaining unit work under the terms and conditions of the collective bargaining agreement as well as the Company's prospect for obtaining new work. The arbitrator may take into consideration the good faith efforts of either party to reach resolution in this procedure.

The time frames cited above may be accelerated if necessary to meet a bid submission deadline. In addition, in the event the Parties have initiated, but not completed, the entire negotiation and arbitral process defined in Sections 3 and 4 of this Article prior to a bid submission deadline through no fault of the Company, and failure to make a timely bid would

result in loss of consideration of the Company's bid by the customer, the Company shall be permitted to submit its bid prior to full completion of the process. Submission of this bid shall in no way diminish the Company's continuing obligations under this Article.

Section 5. Effects Bargaining

If the implementation of section 2(D) above results in changes to the terms and conditions of employment then the Company and Union shall meet and negotiate over the effect of such adjustments on the employees engaged in or affected by the work in question.

ARTICLE XL (40)

Hours of Work

Section 1. Hours of Work Table

	<u>Bath</u>	<u>Technology Center</u>	<u>CROF</u>
1st Shift:			
Start	7:00am	7:00am	7:00am
End	3:30pm	3:30pm	3:30pm
2nd Shift:			
Start	4:00pm	4:00pm	4:00pm
End	12:00am (Midnight)	12:00am (Midnight)	12:00am (Midnight)

	<u>Structural Fabrication Facility</u>	<u>Outfit Fabrication Facility</u>
1st Shift:		
Start	7:00am	7:00am
End	3:30pm	3:30pm
2nd Shift:		
Start	4:00pm	4:00pm
End	12:00am (Midnight)	12:00am (Midnight)

	<u>Lab Tech Group</u>
1st Shift:	
Start	6:00am
End	2:30pm
2nd Shift:	
Start	2:00pm
End	10:00pm

	<u>ALL</u>
3rd Shift:	
Start	11:30pm
End	7:00am

Section 2. Lunch breaks shall be as follows:

- a. The first shift shall have a thirty (30) minute unpaid lunch break.
- b. The second and third shifts shall have a twenty (20) minute paid lunch break.
- c. Lunch periods will be taken in accordance with historic practice at each facility.

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BATH MARINE DRAFTSMEN'S ASSOCIATION

LOCAL 3999, UAW

2022 – 2026

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