

Summary of the BMDA & BIW Tentative Agreement

4 Year Agreement: March 2022 – March 2026

Wages

12% General Wage Increases over four years
(before any COLA payment)

2022	2023	2024	2025
3.0%	3.0%	3.0%	3.0%

\$2,000 Ratification Bonus plus
3.0% GWI Effective 03/21/22

Equates to 6% Total Wage improvement in 2022

COLA/CPI Adjustments

Opportunity for up to an additional 3% wage improvement for years:

2023, 2024, and 2025: Up to 3.0% each year
(paid-out in 2024, 2025, and 2026)

**1st Class Wage Progression Accelerated
from 18 months to 12 months**

401(k) – and – New “NCRC”

- Company **401(k)** match increases to **6%** in 2023
- **New 1%** Annual Company paid contribution for non-pension eligible employees starting in 2023 and increasing to a **2%** contribution in 2025

Work Schedules

Expanded Flexibility for BMDA members

- Return to four-hour minimum workday options
- 4x10 options back to 15 per year
- Introduces **new Work From Home program** and **Part-Time employment option**

Vacation

New option to purchase up to **five days** (40 hours) of additional vacation each year.

Insurances

Employee contributions frozen for three years for POA & PCPS, and four years for PHAP

- Added BIW-funded HSA seed in 2023 – 2026 for PHAP (\$600 for Employee Only, \$1,200 for all other coverage levels)
- Accident and Sickness moves to 50% of Employee’s weekly base wage in 2023
- Expanded options for employee Supplemental Life Insurance in 2023
- Introduces spouse and child Supplemental Life Insurance options in 2023

Total Wage Escalation: Progression + General Wage Increases **before** any COLA adjustment

Designer / AE	Current Hourly	Current Weekly	Year 1 Weekly	Year 2 Weekly	Year 3 Weekly	Year 4 Weekly	Year 4 Weekly	Total Increase Over CBA	Progression Assumption
1AA	\$31.59	\$1,264	+\$38	+\$39	+\$40	+\$42	\$1,423	13%	-
1D	\$27.65	\$1,106	+\$84	+\$80	+\$72	+\$81	\$1,423	29%	1AA
2A	\$25.60	\$1,024	+\$75	+\$74	+\$90	+\$84	\$1,347	32%	1B
2C	\$23.73	\$949	+\$68	+\$69	+\$80	+\$79	\$1,245	31%	1D
3F	\$19.90	\$796	+\$71	+\$76	+\$58	+\$67	\$1,068	34%	2C
Lab/NDT									
1AA	\$33.67	\$1,346	+\$40	+\$42	+\$43	+\$44	\$1,516	13%	-
1D	\$29.48	\$1,179	+\$90	+\$85	+\$76	+\$86	\$1,516	29%	1AA
2A	\$27.28	\$1,091	+\$80	+\$79	+\$96	+\$91	\$1,437	32%	1B
3E	\$21.66	\$866	+\$80	+\$90	+\$70	+\$79	\$1,185	37%	2B
Tech Clerk									
1AA	\$24.69	\$988	+\$30	+\$30	+\$32	+\$32	\$1,112	13%	-
1D	\$21.54	\$862	+\$54	+\$57	+\$65	+\$74	\$1,112	29%	1AA
2A	\$21.04	\$842	+\$46	+\$55	+\$58	+\$67	\$1,068	27%	1A
2C	\$19.90	\$796	+\$71	+\$48	+\$57	+\$60	\$1,031	30%	1B

<u>Non-Smoker</u> Weekly Payroll Contributions	POA 2023-2026 (three year rate hold)	PCPS 2023-2026 (three year rate hold)	PHAP 2022-2026 (four year rate hold)
Employee Only	\$13.45	\$29.83	\$7.26
Employee & Spouse	\$24.62	\$59.63	\$14.50
Employee & Child(ren)	\$24.62	\$59.63	\$14.50
Employee & Family	\$38.09	\$84.97	\$21.76

BMDA Tentative Agreement – Review of Substantive Changes

Article 5

Section 3: Added language for non-binding mediation prior to arbitration, if the Parties agree.

Rationale was to hopefully reach resolution on grievances before incurring costs of arbitration.

Section 6: Moved to using the Federal Mediation and Conciliation Service (FMCS) for arbitrator selection instead of a standing list.

Rationale was to reduce the cost of arbitration.

Article 7

Section 9: Revised the “one-for-one” seniority crediting language for transfers into the BMDA to include those transferring into all BMDA positions (from only matching for transfers into the Designer classification).

Rationale was to make the “one-for-one” seniority crediting more equitable.

Article 8

All Sections: Consensus between BMDA and BIW for hardship assessments.

Section 5: Improved Special Shift Request process, to include the ability to grieve denials if the decision was discriminatory, arbitrary, and/or capricious.

Section 8: Added language for Work from Home (WFH) to be administered in accordance with the governing MOA.

Section 9: Added language for Part-Time Work to be administered in accordance with the governing MOA.

Article 10

Section 6: Increased New Hire Relocation Allowance from \$3,500 to \$5,000.

Section 7: Merged Mentor and Trainer positions into a new while-assigned rate of “Instructor”. Expanded the roles & responsibilities of the Design Lead position.

Rationale was to reduce confusion/debate over the while-assigned roles and responsibilities.

Section 8: Contract Ratification Bonus of \$2,000.

Represent 3% of the average bargaining unit annual wage. Brings total first year increase to 6% in order to address current inflation concerns.

Section 9: Added Cost of Living Adjustment language starting in 2023.

Rationale was to help address inflation over the course of the contract relative to the scheduled general wage increases.

Section 10 (Wage Table): 3% general wage increases in each year of the contract, starting 03/21/22. Dropped the lowest two Designer “number rates” from the table. Limits the assignment of Work Leader, Instructor (new), and Design Lead to folks in the 2nd class or above rates (instead of 3rd class). Increases the while-assigned pay for Instructor (new) and Design Lead from \$1/hr to \$2/hr.

Rationale is to better incentivize more experienced/senior members to accept while-assigned positions.

Article 14

Section 1: Revised floating holiday notice requirement from five (5) days to be prior to the end of shift on the preceding day, like Vacation.

Rationale was to improve ease of utilization for these days.

Section 2 Notes: Added Vacation accrual for the first 680hrs of Yard Injury (09) independent of FMLA.

Section 10: Added option to allow the purchase of up to 40hrs of Vacation per calendar year.

Rationale was to provide an opportunity for members who would like additional benefit time to purchase Vacation.

Article 17

All: Replaced existing BMDA language to align with LS6 and LS7.

Rationale was that all employees should have the same process/procedure in the event of a workplace injury.

Article 18

Section 1 Option 1 (POA) and Option 2 (PCPS): Modest increases in weekly premiums, co-pays, and deductibles to take effect in 2023 and then remain at those prices through until the end of 2026.

Section 1 Option 3 (PHAP): No increase in cost through the end of 2026. Improved and increased Company contribution as a “seed” deposit available at the beginning of the year.

Section 3 Basic Life Insurance: Changes in 2023 to become 1x an employee’s base wage (as opposed to \$60,000).

Section 3 Supplemental Life Insurances: Changes in 2023 to a tier of options based on multipliers of up to 10x of the employee’s base wage. Adds options for Spousal Life Insurance and Child Life Insurance.

Section 4 A&S: Changes in 2023 to pay 50% of the employee’s base weekly wage (as opposed to \$400 per week)

Article 26

Section 5 Progression: Progression accelerated to every 12 months (2 satisfactory evaluations) as opposed to every 18 months (3 satisfactory evaluations) for progression from 2A up through 1st class rates.

Rational was to hopefully improve employee retention.

Article 31

All: Completely revised the Design Apprenticeship program and shifted language from the actual CBA into an MOA.

Rationale was to hopefully improve the Apprenticeship program and also allow the flexibility to make changes to the Program outside of full contract negotiation if necessary and/or beneficial.

Article 33

Increases the percentage eligible for 401(k) Company match from 5% to 6% starting in 2023.

Adds the option for employees to also contribute to a 401(k) Roth.

Adds a Non-Contributory Retirement Contribution (NCRC) for employees not in the Pension Plan; with a Company contribution of 1% base wage for 2023 and 2024 then increasing to 2% for 2025 and 2026.

Article 35

Added a new Rule – Rule 50 “Conduct considered inappropriate or offensive to a reasonable person that is directed at any individual(s)”

Rationale is to provide a Rule that addresses this previously unspecified issue that may otherwise default to Rule 20 w/a penalty “up to and including discharge”.

Article 36

All: Significant improvement in all aspects of the Flexible Workweek language, to include:

1st Shift starts between 6am – 9am and ends by 5:30pm

2nd Shift starts between 2pm – 5pm and ends by 1:00am

w/a return to 4hr minimum workdays, the ability to leave and return during a workday for up to 2 occurrences and up to 2hrs in total per day, and increases the number of 4x10 weeks back to 15 times with no restrictions on which day(s) the employee elects to take off.

NOTE: The Company has stated that they will manage approvals and denials of flexible work week requests relative to business needs. The Company has also made the commitment to work with employees to adjust a schedule that is denied based on business need.

Article 40

Revised Hours of Work for Structural Fabrication (Harding’s) and Outfit Fabrication (EBMF) to match other facility hours.

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

NOTES:

1. Proposed deletions are in "~~strikethrough~~"
2. Proposed new contract language appears in "***bold italics***"

DATED: March 21, 2022

EFFECTIVE: March 21, 2022

EXPIRING: March 22, 2026

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, ~~18th day, September 2017~~ **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").

****Administrative Changes***

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 ~~December 20, 1983~~ *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. ~~In referring to employees, the masculine gender is used for convenience only.~~ *

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 his **their* seniority rights, benefits as applicable and use of the grievance procedure in connection with such rights.

****Administrative Changes***

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 his **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.

**Administrative Changes*

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 ~~he tenders~~ **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 ~~his~~ **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 ~~his~~ **their* initiation fee out of wages earned and due.
- (b) Deduct ~~his~~ **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 ~~his~~ **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 ~~his~~ **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 ~~his~~ **their* contribution from ~~his~~ **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.

**Administrative Changes*

ARTICLE IV (4)(NO CHANGE)
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 – BMDA Counter Proposal

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 his **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 his **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 his **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 his **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 his **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. ~~BIW and BMDA shall mutually agree within ninety (90) days from contract ratification to a standing list of no less than five (5) arbitrators. Selection of an arbitrator for a pending arbitration case shall be taken from the standing list on a rotational basis depending on availability.~~ *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 ~~a~~Arbitrator shall make ~~his~~ **their* own rules of procedure. ~~His~~ **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 he **they* shall have no power to alter or modify the terms of this Agreement.

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

****Administrative Changes***

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 his **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 his **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.

****Administrative Changes***

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 ~~he has~~ *they have* served his *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 his *their* employment counted, except as otherwise specified herein, if:

- (a) ~~He is~~ *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) ~~He is~~ *They are* laid off and when recalled to his *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 with less than two (2) years' seniority is on a non-occupational leave of absence for a period exceeding one (1) year, or an employee with two (2) or more years, but less than three (3) years' seniority, is on a non-occupational leave of absence which began on or before September 17, 2017 for a period exceeding three (3) years, or an employee with three (3) years or more seniority is on a non-occupational leave of absence which began on or before September 17, 2017 for a period exceeding four (4) years.~~
- (f) An employee is on a leave of absence for non-occupational reasons ~~which begins after September 17, 2017~~ for a period exceeding his **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. ~~An employee with less than twelve (12) months of service who has returned to work within one (1) year from date of layoff or date of granting of leave of absence shall not accrue seniority during the period of layoff or leave of absence.~~ Any employee who has been laid off or on leave of absence with ~~twelve (12) months or more of service~~ whose seniority has not been broken shall, upon return to work, be entitled to the same seniority ~~he~~ **they* would have accrued if ~~he~~ **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 ~~him~~ **them* on work elsewhere in the plant where his **their* services may be needed, subject to Section 6, providing, in the opinion of BIW, ~~he is~~ **they are* qualified to perform the available work. An employee who refuses a placement offer outside of the bargaining unit shall not lose his **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, ~~provided they shall possess skill and ability to perform the available work. The order of preferential seniority in a work category shall be the officer who possesses the greater seniority and the skill and ability to perform the available work.~~

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 his **their* seniority date for purposes of layoff and rehire fixed as of the date of transfer but not until he ~~has~~ **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, he **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 September 17, 2017 *March 20, 2022, such crediting of non-BMDA seniority shall be limited to only those transferring into the Designer work category with five (5) or more years of non-BMDA seniority or a BIW graduate apprentice. 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.~~

Note: ~~Look back to credit transfers into non-Design classifications with one for one.~~

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) ~~or 3(g)~~ 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 – *BMDA Counter Proposal*

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. ~~and any hardship will need to be addressed on a case by case basis by the Department Head.~~
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.*** ~~to Request a Special Shift.~~
- (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, an employee is granted a Special Shift,~~ 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) ~~The Company's approval or denial of a Special Shift are non-grievable.~~ ***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. ~~and any hardship will need to be addressed on a case by case basis by the Department Head.~~ *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. ~~and any hardship will need to be addressed on a case by case basis by the Department Head.~~ *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).*

BMDA Special Shift Request Form (No Change)

<u>Employee Name</u>	
<u>Supervisor Name</u>	
<u>Manager Name</u>	
<u>VP Name</u>	

Schedule Requested:

	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>
<u>Start</u>					
<u>End</u>					

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)

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.

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.

	<u>Name</u>	<u>Signature</u>	<u>Date</u>
<u>Employee</u>			
<u>Supervisor</u>			
<u>Labor Relations</u>			

Vice President

BMDA

MEMORANDUM OF AGREEMENT
Between
BATH IRON WORKS CORPORATION (the “Company”)
And
BATH MARINE DRAFTSMEN’S ASSOCIATION Local 3999, UAW (the “Union”)

RE: Work From Home

The Company and the Union (herein referred to as the “Parties”) hereby agree to implement a Work From Home (WFH) policy for employees in the BMDA as follows:

The Company agrees to allow BMDA represented employees the ability to Work from Home when approved by the employee’s Functional Organization Department Head. Approval to WFH shall be contingent on the Company’s agreement that meaningful work can be performed by the requesting employee while Working From Home. The approval, denial, or termination of WFH for an employee is at the sole discretion of the Company and is not subject to grievance or arbitration unless determined to be discriminatory, arbitrary, and/or capricious.

- 1) WFH opportunities for BIW employees have proven to be beneficial for both the Company and BMDA membership. The parties recognize the implicit benefits that WFH provides to maintain productivity while offsetting numerous business challenges that may be experienced by the Company as well as personal challenges that may be experienced by BMDA members. The Company and the BMDA mutually agree that WFH remains an attractive option for BMDA employees.

The Company will strive to provide equal opportunities for WFH to qualified BMDA members, although the Parties recognize there are some areas where WFH is not possible (primarily direct production support).

- 2) The parameters of WFH at BIW will consist of the following:
 - a. A hybrid schedule of generally working consecutive days of the week in the office, and WFH on the remainder of days (to include overtime assignments).
 - b. The Skype application shall be connected with an “available” (i.e. green) status when not in scheduled meetings.
 - c. A personal phone number must be provided to Management for direct contact when necessary for business purposes during the work shift. An employee’s personal phone number shall not be disclosed beyond the Management team without the employee’s permission.
 - d. Hours for employees Working from Home will comply with the guidelines established under Article XXXVI (36) and within the shift parameters established under Article XL (40) of the CBA.
- 3) The Company shall provide the BMDA with copies of all WFH requests along with the approved/denied disposition for each request, with the Company rationale for any denials.

GENERAL DYNAMICS
Bath Iron Works

- 4) WFH requests will be reviewed and updated by the Company periodically.
- 5) Both parties recognize that WFH and remote work technologies are still evolving, and as such new opportunities will emerge that will require evaluation. When relevant changes to WFH technologies or processes occur, their impacts will be evaluated by the Joint WFH Committee and communicated to the BMDA.
- 6) Employees Working From Home may, from time to time, need to come into the office for business reasons on days that were scheduled to be WFH. Employees who are requested to come into the office shall be given at least twenty-four (24) hours advance notice, which may be waived by the employee. Employees are expected to only WFH from their normal residence in order to comply with the above statement.
- 7) The individual's internet connection must be stable and at a speed that does not cause degradation of day-to-day work. The Company and the Union agree that occasional and/or unforeseen technology issues may require some modifications to our normal business practices under the CBA.
 - a) The Company will pay a BMDA member up to one (1) hour of work for a documented attempt to troubleshoot a specific problem related to a BIW computer system issue (individual WIFI issues are not covered). After that time has passed, members can use the options below:
 - i. Come into the office and work.
 - ii. Request a schedule adjustment to make-up any lost-time.
 - iii. Use a Benefit.
- 8) In the event the Company determines that it needs to terminate an employee(s) WFH arrangement and require them to return to their normal work location, the Company shall provide at least five (5) days advance notice to the employee(s), which may be waived by the employee. The Company agrees that it will consider extending this five (5) day notification period in the event an employee provides evidence of extenuating circumstances. In the event an employee is requested to return to their normal work location due to possible violations of the Telework WFH Agreement, the Company shall be required to give at least twenty-four (24) hours advance notice to both the impacted individual and the BMDA.
- 10) The parties agree to institute a Joint WFH Committee that will be tasked with documenting best practices and lessons learned from prior and future WFH activity. The WFH Committee shall be comprised of three (3) BMDA representatives and three (3) members of Management, with (1) Labor relations representative to facilitate discussion if necessary. The Committee will meet quarterly and/or at the request of either Party for the purpose of an oversight committee for the WFH program. In the event of a tie vote, the VP of Engineering will have the deciding vote. The Committee will mediate and/or attempt to resolve any issues that arise from the WFH Program, to include, but not limited to:
 - a. IT support.
 - b. Availability of assets.

GENERAL DYNAMICS
Bath Iron Works

- c. Best practices for any potential downtime.
 - d. Best practices for communication.
 - e. Timekeeping & member access to their information.
 - f. Any issues that have arisen for collaborative discussion/resolution.
 - g. Any new opportunities or technology that may improve or alter the WFH program.
- 9) The terms of the attached Telework Agreement are incorporated by reference into this MOA. Employees must sign the Telework Agreement prior to being granted permission to work from home.
- 10) Work from Home will be implemented in a phased approach, with Phase I consisting of:
- a. Approximately thirty (30) Designers each from Departments 86 and 87, with twenty-five (25) on 1st shift and five (5) on 2nd shift, respectively.
 - b. The participants will work in the office Monday through Wednesday and from home on Thursday and Friday.
 - c. BIW will poll all BMDA employees for interest in WFH.
 - d. Selection to WFH during Phase I will be made based on BMDA seniority across those interested who are both qualified and eligible based on their job assignment.
 - e. Phase I will run for sixty (60) calendar days.
 - f. The WFH committee, along with Management from BIW and the BMDA, will review Phase I metrics prior to the completion of Phase I.
- 11) Phase II of Work From Home implementation shall be negotiated by the Parties after review of the Phase I metrics and shall include discussion of how best to expand both the number of participating employees as well as the number of days per week allowable to WFH.

GENERAL DYNAMICS
Bath Iron Works

The Parties agree to meet and negotiate in good faith in order to resolve any issues that may arise with the implementation and continued administration of WFH as necessary.

AGREED to and APPROVED by the undersigned.

For the Union

For the Company

Trent Velleila 03/11/22
Date
Trent Velleila
President, BMDA Local 3999, UAW

K Eager 3/11/2022
Date
Kelly Eager
Manager, Labor Relations

Allyce Pepin 3/11/22
Date
Allyce Pepin
Secretary, BMDA Local 3999, UAW

Allan Deane 3/11/22
Date
Allan Deane
Sr. Specialist, Labor Relations

CBA Articles Involved in MOA: _____

Cc: Personnel
Payroll
Department Heads

MEMORANDUM OF AGREEMENT
Between
BATH IRON WORKS CORPORATION (the "Company")
And
BATH MARINE DRAFTSMEN'S ASSOCIATION Local 3999, UAW (the "Union")

RE: Part Time Work

The Company and the Union (herein referred to as the "Parties") hereby agree to the following on a non-precedent basis:

PURPOSE

To define the conditions and establish procedures for employment of part-time BMDA employees.

GENERAL

BIW recognizes that the utilization of part-time employees is an acceptable employment approach under certain limited business conditions. Part-time BMDA employees ~~may~~ **shall not** be hired **directly into the BMDA to fill a specific need with prior approval from Labor Relations and Functional Organizational Management.** Full-time BMDA employees who request reassignment within their department to part-time BMDA status will be considered on a case-by-case basis and decisions will be rendered based upon the employment and business needs of the organization. The various functional areas of the company will have differing capacities to accommodate part-time employees. Part-time employment is not an entitlement and is provided at the sole discretion of BIW.

DEFINITIONS

Part-time Employment Status – A discretionary employment arrangement based on a workweek of less than 40 hours per week. Part-time employment arrangements should not be granted for a period of less than one year. Individual situations and circumstances will be reviewed on a case-by-case basis.

Part-time Workweek Schedule – Part-time BMDA employees will be scheduled to work a set number of hours per week as defined in the Part-Time Employment Request Form.

FORMS/EXHIBITS USED

FORM NO.

**EXHIBIT
NO.**

Part-Time Employment Request Form

N/A

1

DETAILED PROCEDURE

1.0 Request/Approval Process

- 1.1 A BMDA employee may request a part-time employment arrangement using the Request for Part-Time Employment form (Exhibit 1). Business needs within their functional area take priority and will determine if part-time arrangements are viable.

Part-time employment arrangements are intended to enable the reduction of an employee's work schedule within their current functional area and position as needed to meet business and/or employee needs.

- 1.2 A BMDA employee submits the completed Request for Part-Time Employment Form (Exhibit 1) to their Functional Organizational Management and Labor Relations.
- 1.3 Functional Organization Management approves the functional organizations ability to accommodate the request, and then forwards the request to Human Resources.
- 1.4 Labor Relations confirms the effective date, notifies the Benefits Department, and instructs the employee to reach out to the Benefits Department to discuss implications to the different benefits the individuals enroll in, and requests the functional organization to initiate the employee's Status Change Form.

2.0 Benefits

- 2.1 Employees with part-time employment arrangements equal to or exceeding 130 hours per month (an average of 30 or more hours per week) have access to the following benefits:
 - Healthcare
 - Health Savings Account (if applicable)
 - Vision
 - Health Care and Dependent Care Flexible Spending Accounts
 - Basic, Supplemental Life Insurance
 - Business Travel Accident
 - Basic Short-term Disability
 - Workers' Compensation
 - FICA
 - Unemployment Compensation
 - 401(k)
 - Pension (if eligible)
 - Life365 Employee Assistance Program
 - Other voluntary benefits (for a full listing, reach out to the Benefits Department)

GENERAL DYNAMICS

Bath Iron Works

Benefits eligibility is based on weekly scheduled hours input into PeopleSoft when employee's status is changed from full time BMDA to part time BMDA. If number of hours fluctuate in some weeks and are less or more than number of weekly scheduled hours, eligibility to other benefits plans does not change.

2.2 Employees with part-time employment arrangements of less than 130 hours per month (less than an average of 30 hours per week, averaging no less than 20 hours per week) are limited to the following benefits:

- Healthcare
- Health Savings Account (if applicable)
- Workers' Compensation
- FICA
- Unemployment Compensation
- 401(k)
- Pension (if eligible)
- Life365 Employee Assistance Program

Benefits eligibility is based on weekly scheduled hours input into PeopleSoft when employee's status is changed from full time BMDA to part time BMDA. If number of hours fluctuate in some weeks and are less or more than number of weekly scheduled hours, eligibility to other benefits plans does not change.

2.3 BMDA employees hired on or after January 1, 2014 are not eligible for pension benefits.

BMDA employees employed prior to January 1, 2014 who transfer to part-time status and who are eligible to participate in the Bath Iron Works Corporation Pension Plan for Hourly Employees on the date of the transfer will continue to earn continuous and credited service under the Plan. Credited service will be earned based on number of hours worked during the calendar year.

A part time employee is not able to commence their monthly pension until their employment ends with Bath Iron Works. There must be a severance from employment before a pension distribution from the plan can commence.

2.4 A full-time BMDA employee who changes status to a part-time BMDA employee will receive pay for accrued but unused vacation time. A deduction for vacation used in excess of accrued time will be made in their final paycheck as a full-time employee, or through subsequent part-time paychecks.

GENERAL DYNAMICS

Bath Iron Works

- 2.5 Part-time employees are not eligible for vacation accruals, or holiday pay including transferable holidays.
- 2.6 A full-time BMDA employee who changes status to part-time BMDA employee will receive pay for any banked sick leave as outlined in Article 19 of their CBA.
- 2.7 Part-time BMDA employees are eligible for up to 40 hours of earned paid leave per calendar year. You will accrue one hour per 40 hours worked. BMDA employees can use earned paid leave for scheduled time off, or unplanned emergency, sickness or sudden necessity for themselves. Employees planning to use earned paid leave for scheduled absences must provide notice as defined in the CBA. It is recognized, however, that emergencies of unforeseen circumstances may arise requiring an employee to be absent from work. Earned paid leave must be used in increments of one-hour or more.

Part-time BMDA employees may not carry over earned paid leave from one calendar year to the next, and unused earned paid leave will not be paid out at year end or upon termination of employment. The first 40 hours of vacation time used in each calendar year is considered earned paid leave. If a BMDA employee transitions from full-time to part-time during the calendar year, then the BMDA employee will receive earned paid leave in the amount of the 40 hours requirement minus any paid vacation time hours already used during the same calendar year. If a part-time BMDA employee terminates or is terminated from employment and is then rehired within a one-year period of the last date of previous employment, any unused earned paid leave on the books at the time of termination will be reinstated for the employee's use.

- 2.8 Except in unusual circumstances subject to the Functional Organization Head, the employee will not work on holidays or receive holiday pay.

3.0 Compensation and Timekeeping

- 3.1 A part-time BMDA employee's customary schedule must be for the same number of hours each week. BIW expects that departments will manage the employee's work schedule to meet the scheduled hour workweek. A part-time BMDA employee may occasionally deviate from the scheduled number of hours per week with prior approval from the Functional Organization Head. If a part-time employee regularly works less or more than their scheduled number of hours per week, the employee must either:
 - Adjust their working hours to conform with the agreed upon schedule; or
 - Work with their Functional Organizational Management and Labor Relations to submit to Human Resources an amended Part-Time Employment Request Form that reflects the employee's actual average number of hours worked per week.
- 3.2 Part-time BMDA employees are paid by the hour and therefore classified as non-exempt under the Fair Labor Standards Act. Additional hours up to the standard

GENERAL DYNAMICS

Bath Iron Works

work week (40 hours) will be compensated at straight time. Part-time employees should not work more than 40 hours in a workweek. In the event a part-time employee works more than 40 hours, all hours over 40 must be compensated at full overtime rates.

3.3 Normal time-recording provisions are applicable to part-time BMDA employees. A “non-work” charge code (Code 14) will be used for all hours not worked, whether “lost time” or “unscheduled”. Part-time employees do not earn vacation leave.

3.4 The ~~department~~ *employee’s* manager must approve requests for time off.

4.0 Programs

4.1 Part-time BMDA employees are eligible for participation in the performance evaluation and merit process as defined by the CBA.

4.2 Part-time BMDA employees are subject to layoff in accordance with their CBA. The employee has the option of accepting hours of pay based on the employees agreed to part time schedule for one week, or they can work their 10 day notice period which will not affect the date of layoff for recall purposes.

4.3 Part-time BMDA employees are subject to all Company Rules and Regulations in accordance with their CBA.

4.3.1 *Part-time employees shall not be subject to Article 35, Rule 13.*

5.0 Provisions

5.1 All requests to return to full-time status will be made in writing. The request will be reviewed by Functional Organizational Management and Labor Relations, and accommodated if business needs allow.

5.2 The Company reserves the right to terminate the part-time arrangement at any time.

5.2.1 Excessive time off or time regularly worked in excess of the agreed upon scheduled hours may result in the department or Labor Relations rescinding the employee’s part-time status.

5.2.2 If business needs require the position revert to full-time, the employee will be given two weeks’ notice.

5.3 If the BMDA employee chooses to revert to full-time status, they will begin to accrue vacation time based on their seniority date as outline in the CBA.

GENERAL DYNAMICS
Bath Iron Works

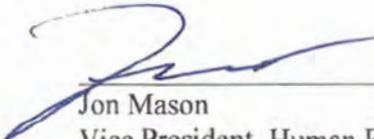
Upon ratification of the contract the Company will begin the implementation and testing phase for part time work. This process could take up to four months to complete but in the event it is sooner the Company will notify The BMDA. The Parties agree to reconvene and enter into discussions in order to resolve any issues that may arise as necessary.

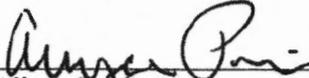
AGREED to and APPROVED by the undersigned.

For the Union

For the Company


Trent Vellella 03/08/22
Date
President, BMDA Local 3999, UAW


Jon Mason 3/8/22
Date
Vice President, Human Resources


Allyce Pepin 3/8/22
Date
Secretary, BMDA Local 3999, UAW


Kelly Eager 3-8-2022
Date
Manager, Labor Relations

CBA Articles Involved in MOA: _____

- Cc: Personnel Department
- Payroll Department
- Benefits Department
- Department Head(s)

EXHIBIT 1

REQUEST FOR PART-TIME BMDA EMPLOYMENT
(Ref: MOA - Part Time Work)

Employee Name: _____ Badge: _____ Dept: _____

Trade Code: _____ Title: _____

Requested Effective Date: _____

Requested Schedule/Hours: _____

Greater than or equal to 130 hours per month OR 30 hours per week

Less than 130 hours per month OR 30 hours per week (averaging no less than 20 hours per week)

COMMENTS: _____

Employee Signature: _____ Date: _____

APPROVALS:

Department Head: _____ Date: _____

Functional Organization Head: _____ Date: _____

Labor Relations: _____ Date: _____

For Management Use Only

Hourly Rate: \$ _____

- Labor Relations confirms effective date and requests Functional Organization POC to initiate ESCF
- Labor Relations notifies Personnel Records and Benefits Department
- Benefits Department discusses impact to benefits with BMDA employee
- Personnel Records Updates PeopleSoft and notifies Payroll of BMDA employee change in status via Transfer List.

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 his **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.

****Administrative Changes***

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 to the schedule, and the rates for such additional classifications shall be established by* **through** mutual agreement ~~between the BMDA and BIW and shall be in accordance with rates established for comparable jobs.~~ In the event that the BMDA and BIW cannot reach agreement ~~on the rate~~ for a new classification, ~~the rate established~~ **implementation** by BIW shall be subject to the grievance and arbitration procedure as outlined in Article V., ~~and the standard applied shall be the existing rates established by comparable jobs as set forth in the schedule.~~

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. ~~All employees enrolled in direct deposit will be automatically enrolled in electronic paystubs effective 12/1/17.~~ 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 ~~\$3,500.00~~ **\$5,000.00**.

- (b) This ~~\$3,500.00~~ **\$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 ~~\$3,500.00~~ **\$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 his **their* classification, the Work Leader shall assist the Supervisor with any or all of his **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 his **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 communication processes and procedures. Is tool-oriented and instructs employees on its use.

-Or-

An employee who on a part- of 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, and *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) Mentor~~

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

~~(e) Trainer~~

~~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.~~

~~(f) (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, ~~September 24, 2017~~ **March 20, 2022**, a ratification bonus of ~~one thousand dollars (\$1,000)~~ **two thousand dollars (\$2,000)** subject to applicable withholdings will be paid on the ~~October 5, 2017~~ **March 31, 2022** pay date to all employees on the active payroll effective ~~September 25, 2017~~ **March 21, 2022**, and those employees who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between ~~September 26, 2017~~ **March 22, 2022** and ~~September 10, 2018~~ **March 17, 2023**, and who remain on the active payroll for four (4) full consecutive weeks.

Section 9. Lump Sum Payments

~~(a) A lump sum in the amount of two thousand five hundred dollars (\$2,500) subject to applicable withholdings will be paid on the October 5, 2017 pay date to all employees on the active payroll (except NDT Tech and Lab Tech) effective September 25, 2017, and those employees (except NDT Tech and Lab Tech) who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between September 26, 2017 and September 10, 2018, and who remain on the active payroll for four (4) full consecutive weeks.~~

~~(b) A lump sum in the amount of two thousand five hundred dollars (\$2,500) subject to applicable withholdings will be paid on the November 8, 2018 pay date to all employees (except NDT Tech and Lab Tech) on the active payroll effective October 29, 2018, and those employees (except NDT Tech and Lab Tech) who return from layoff, leave of absence, Accident and Sickness, Workers' Compensation, and Family Medical Leave between October 30, 2018 and October 28, 2019, and who remain on the active payroll for four (4) full consecutive weeks.~~

- ~~(c) Associate Engineers previously classified in the classifications of AE1, AE2, or AE3 who have been reassigned to the classification AE AAA per MOA dated 8/20/13 (“Associate Engineer Functions, Requirements, and Rating Criteria for Associate Engineer AAA”) will be paid a lump sum on January 9, 2020 equal to 2.5% of their base pay rate as of December 30, 2019, subject to applicable withholdings. In order to be eligible for the lump sum referenced in this subsection, employees must be on the active payroll as of December 30, 2019, or return from layoff, leave of absence, Accident and Sickness, Workers’ Compensation, and Family Medical Leave between December 31, 2019 and January 4, 2021, and remain on the active payroll for four (4) full consecutive weeks.~~
- ~~(d) Associate Engineers previously classified in the classifications of AE1, AE2, or AE3 who have been reassigned to the classification AE AAA per MOA dated 8/20/13 (“Associate Engineer Functions, Requirements, and Rating Criteria for Associate Engineer AAA”) will be paid a lump sum on March 11, 2021 equal to 3.0% of their base pay rate as of March 1, 2021, subject to applicable withholdings. In order to be eligible for the lump sum referenced in this subsection, employees must be on the active payroll as of March 1, 2021, or return from layoff, leave of absence, Accident and Sickness, Workers’ Compensation, and Family Medical Leave between March 2, 2021 and February 28, 2022, and 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

3/8/2021 3.0% GWI	N/A	N/A	\$34.11	\$31.59	\$30.69	\$29.93	\$28.89	\$27.65	\$26.68	\$25.60	\$24.69	\$23.73	\$22.90	\$22.21	\$21.54	\$21.04	\$20.32	\$19.90	\$19.06	\$18.24
1/6/2020 2.5% GWI	N/A	N/A	\$33.12	\$30.67	\$29.80	\$29.06	\$28.05	\$26.84	\$25.90	\$24.85	\$23.97	\$23.04	\$22.23	\$21.56	\$20.91	\$20.43	\$19.73	\$19.32	\$18.50	\$17.71
9/18/2017 to 1/5/2020	N/A	N/A	\$32.31	\$29.92	\$29.07	\$28.35	\$27.37	\$26.19	\$25.27	\$24.24	\$23.39	\$22.48	\$21.69	\$21.03	\$20.40	\$19.93	\$19.25	\$18.85	\$18.05	\$17.28

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

3/8/2021 3.0% GWI	\$39.35	\$37.83	\$36.37	\$33.67	\$32.72	\$31.91	\$30.81	\$29.48	\$28.44	\$27.28	\$26.32	\$25.30	\$24.41	\$23.67	\$22.96	\$22.43	\$21.66	N/A	N/A	N/A
1/6/2020 3.0% GWI	\$38.20	\$36.73	\$35.31	\$32.69	\$31.77	\$30.98	\$29.91	\$28.62	\$27.61	\$26.49	\$25.55	\$24.56	\$23.70	\$22.98	\$22.29	\$21.78	\$21.03	N/A	N/A	N/A
11/15/2018 3.0% GWI	\$37.09	\$35.66	\$34.28	\$31.74	\$30.84	\$30.08	\$29.04	\$27.79	\$26.81	\$25.72	\$24.81	\$23.84	\$23.01	\$22.31	\$21.64	\$21.15	\$20.42	N/A	N/A	N/A
9/18/2017 3.0% GWI	\$36.01	\$34.62	\$33.28	\$30.82	\$29.94	\$29.20	\$28.19	\$26.98	\$26.03	\$24.97	\$24.09	\$23.15	\$22.34	\$21.66	\$21.01	\$20.53	\$19.83	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			

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 Mentor*, Design Lead, and ~~Trainer~~ positions are of a temporary status and are available to those employees who are 1st 2nd Class or higher within their classification. Employees in a 2nd or 3rd class rate while performing the Work Leader, *Instructor Mentor*, or *Design Lead Trainer* 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. ~~Mentors, Instructors and Design Leads and Trainers~~ shall receive a “while assigned rate” of one two dollars (\$12.00) 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.

****Administrative Changes***

ARTICLE XI (11) (NO CHANGE)
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) (NO CHANGE)
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 he **they* shall have worked four (4) hours he **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 him **them* during such two (2) hours, three (3) hours, or four (4) hours, as the case may be, his **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 his **their* regular shift, after having worked the whole or any part of his **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 he ~~was~~ **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.

**Administrative Changes*

ARTICLE XIV (14)
Holidays

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

HOLIDAY SCHEDULE

2017

Thanksgiving (Thursday, November 23, 2017)
Day after Thanksgiving (Friday, November 24, 2017)
Christmas (Monday, December 25, 2017)

~~**NOTE:** December 26, 27, 28, and 29, 2017 will be scheduled workdays, with the option of Transferable Holidays, or, if unavailable, Code 14 for the aforementioned dates. Employees will be expected to provide advanced notice to Supervision of their intent to take a Transferable Holiday or Code 14 through a polling conducted and completed by Friday, December 15, 2017.~~

2018

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

~~**NOTE:** You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 24, 26, 27 and 28, 2018 will be unpaid plant shutdown days. Employees may elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.~~

2019

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

~~**NOTE:** You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the~~

following year. December 26, 27, 30 and 31, 2019 will be unpaid plant shutdown days. Employees may elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.

2020

New Year's Day (Wednesday, January 1, 2020)
President's Day (Monday, February 17, 2020)
Memorial Day (Monday, May 25, 2020)
Day Before Independence Day (Friday, July 3, 2020)
Labor Day (Monday, September 7, 2020)
Thanksgiving Day (Thursday, November 26, 2020)
Day After Thanksgiving (Friday, November 27, 2020)
Christmas (Friday, December 25, 2020)

NOTE: You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 28, 29, 30 and 31, 2020 will be unpaid plant shutdown days. Employees may elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.

2021

New Year's Day (Friday, January 1, 2021)
President's Day (Monday, February 15, 2021)
Memorial Day (Monday, May 31, 2021)
Day After Independence Day (Monday, July 5, 2021)
Labor Day (Monday, September 6, 2021)
Thanksgiving Day (Thursday, November 25, 2021)
Day After Thanksgiving (Friday, November 26, 2021)
Christmas Eve (Friday, December 24, 2021)
New Year's Eve (Friday, December 31, 2021)

NOTE: You will have two (2) floating holidays per year which can be used at your discretion in full day increments with five (5) days' notice. Floating holidays may not be rolled over into the following year. December 27, 28, 29, and 30, 2021 will be unpaid plant shutdown days. Employees may elect to receive compensation by using available Transferable Holidays, Floating Holidays, or Vacation for the aforementioned dates.

2022

President's Day (Monday, February 21, 2022)

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

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 with five (5) days' notice. 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 (8 hours) where notice shall be provided prior to the end of shift on the preceding workday with five (5) days' notice. 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 with five (5) days' notice. 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 with five (5) days' notice. 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 with five (5) days' notice. Floating holidays may be used anytime in the calendar year. Floating holiday 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, he **they* may receive pay for the holiday in addition to his **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 electing not to work on a holiday declared a workday shall so notify his **their* section head within twenty-four (24) hours of the posting of the notice by BIW declaring a holiday workday.~~

Section 4 5. 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 6. 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 7. 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 8. For plant closure overtime see Article XII, Section 6.

Section 8 9. Beginning on ~~January 1, 2018~~ ***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 2018	Holiday 2018	Number of Scheduled Work Days in Work Week
February 19-25	President's Day (2/19)	4
May 28-June 3	Memorial Day (5/28)	4
July 2-8	Independence Day (7/4)	4
September 3-9	Labor Day (9/3)	4

Special Holiday Workweeks 2019	Holiday 2019	Number of Scheduled Work Days in Work Week
February 18-24	President's Day (2/18)	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 2020	Holiday 2020	Number of Scheduled Work Days in Work Week
February 17-23	President's Day (2/17)	4
May 25-31	Memorial Day (5/25)	4
June 29-July 5	Independence Day (7/4)	4
September 7-13	Labor Day (9/7)	4

Special Holiday Workweeks 2021	Holiday 2021	Number of Scheduled Work Days in Work Week
February 15-21	President's Day (2/15)	4
May 31-June 6	Memorial Day (5/31)	4
July 5-11	Day After Independence Day (7/5)	4
September 6-12	Labor Day (9/6)	4

Special Holiday Workweeks 2022	Holiday 2022	Number of Scheduled Work Days in Work Week
February 21-27	President's Day (2/21)	4

Special Holiday Workweeks 2022	Holiday 2022	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 2023	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 2024	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 10. 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 9 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 ~~t~~Transferable hHolidays may 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) ~~It is intended that employees be free to take the scheduled holiday. If e~~Employees are required to working on a holiday ~~they~~ 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 ~~t~~Transferable ~~h~~Holiday as specified. ~~in Section 9 and 10 above.~~
- (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 ~~would~~ shall bank ("float") the ~~t~~Transferable ~~h~~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 he **they* receives payroll compensation for eighty (80) or more hours in that month. Vacation may not be taken until employee has completed his **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 his **their* vacation in increments of one (1) day or more at the discretion of his **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 his **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 act responsibly and provide as much advance notice of plans to take vacation as possible in order

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.*

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.

~~Effective in 2018,~~ 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 his **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 his **their* accrual entitlement prior to layoff.
- (b) Carry forward a debit equivalent of the unaccrued vacation taken prior to layoff to be subtracted from his **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 his **their* previous employment in excess of that he **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.***

****Administrative Changes***

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 seven (7) days of regular sick leave in 2017. Beginning in 2018,~~ 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.

In the event a 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 on or prior to December 31, 2017, will be credited with their full allotment of six (6) sick days upon completion of their probationary period for use during the first twelve (12) months of employment.~~
- ~~1) Once an employee reaches the first day of the employee's first year service anniversary month, entitlement to regular sick leave for the balance of that calendar year is pro-rated at 7/12 times the number of months remaining, including the first year service anniversary month. This entitlement cannot be used until after the employee has reached his **their* anniversary date.~~
 - ~~2) At the end of the calendar year that the first year anniversary occurs, any unused regular sick leave will be banked for future use as banked sick leave.~~
 - ~~3) If an employee leaves the employ of BIW (layoff excepted) prior to twelve (12) months from date of hire, any regular sick leave taken in excess of his **their* accrued entitlement shall be deducted from the final paycheck. If the final paycheck is insufficient the employee will be responsible to reimburse BIW.~~
 - ~~4) 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 sick leave taken in excess of his **their* accrual entitlement prior to layoff.~~
 - ~~b. Carry forward a debit equivalent to the unaccrued sick leave taken prior to layoff to be subtracted from his **their* accrual upon rehire.~~~~
- ~~(a) Employees hired on or after January 1, 2018, 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) ~~forty-five (45)~~ days 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 his **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.

****Administrative Changes***

ARTICLE XVII (17)
Injured Employee to Receive Full Eight Hours' Pay
BMDA Counter Proposal

~~Section 1. An employee receiving an injury causing said employee to lose time shall be paid for the full eight (8) hour shift on which he received the injury, plus any shift premium which might have been earned had he remained at work on such shift.~~

~~Section 2. An employee suffering from welding flashes or galvanizing fumes or other fumes received while in the course of his employment, who reports to First Aid on the day of the occurrence, or on the next day following, for treatment, shall receive his pay as provided above, if in the opinion of the yard physician the employee is incapacitated due to welding flashes or the inhaling of galvanizing or other fumes.~~

~~Section 3. An employee receiving an injury while at work on an overtime assignment and reporting such injury to First Aid on the day of the occurrence, and such injury, in the opinion of the Yard Medical Director or his representative in consultation with the employee on the next following working day, incapacitates that employee from work shall receive eight (8) hours' straight time pay for that next regular workday.~~

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:

- 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.***
- Second day of injury where the injury/illness does not present itself fully until after you have left work for the day providing:***
 - a. You report to the Occupational Medicine Clinic;***
 - b. The Occupational Medicine Clinic determines you are unable to work; and***
 - c. The Occupational Medicine Clinic determines the injury or sickness is related to the prior regular workday's events.***
- 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 ~~consist~~ ***contained in this article are of health care, dental insurance, weekly accident and sickness, life, supplemental life, vision care, and business travel accident, each*** subject to any change or modification therein by the insurers. ~~A Wellness Plan is also offered directly by BIW, as well as a program where you may obtain insurance for personal property.~~ This article provides details for insurance benefits offered through ***this Collective Bargaining Agreement*** the Company. There may be additional benefits available to you through the BMDA ***and/or the Company***; ~~contact the union office for information.~~

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 ~~September 17, 2017~~ ***March 20, 2022*** will continue unchanged through December 31, 20**~~18~~22**, 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, 20**~~19~~23**, 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)*** ~~forty-five (45) working days~~ 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)* ~~forty-five (45) working days~~ 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.

	Through 12/31/1822	After 12/31/1822
• Preventive Care Office Visit	\$-0-	\$-0-
• Office Visits (PCP)	\$2035	\$35
• Office Visits (Specialist)	\$50/25100/50	\$100/50
• Cardiac Rehabilitation	\$-0-	\$-0-
• Physical Therapy Office Visit	\$2550	\$50
• Chiropractic Office Visit	\$2550	\$50
• Allergy Shots Office Visit	Office Visit	Office Visit
• Prescription Drugs		
• Retail (30-day supply)	\$10/3050/70120	\$10/5060/120130
• Mail Order (90-day supply)	\$20/60100/140240	\$20/400110/240250
• 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	2017	2018	2019	2020	2021	2022
Per Person	\$450	\$450	\$600	\$600	\$600	\$600
Maximum Per Family	\$900	\$900	\$1,200	\$1,200	\$1,200	\$1,200

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	2017	2018	2019	2020	2021	2022
Per Person	\$1,800	\$1,800	\$1,900	\$1,900	\$1,900	\$1,900
Maximum Per Family	\$3,600	\$3,600	\$3,800	\$3,800	\$3,800	\$3,800

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:

Coverage Level	2017-2022	
	Non-Smoker	Smoker
Employee Only	\$12.69	\$19.02
Employee & Spouse	\$23.23	\$36.53
Employee & Child(ren)	\$23.23	\$36.53
Employee & Family	\$35.93	\$55.51

POA	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:

	Through 12/31/1822	After 12/31/1822
• Preventive Care Office Visit	\$-0-	\$-0-
• Office Visits (PCP)	\$2025	\$25
• Office Visit (Specialist)	\$50/2560/30	\$60/30
• Cardiac Rehabilitation	\$-0-	\$-0-
• Physical Therapy Office Visit	\$2530	\$30
• Chiropractic Office Visit	\$2530	\$30
• Allergy Shots Office Visit	Office Visit	Office Visit
• Prescription Drugs		
• Retail (30-day supply)	\$10/3040/70100	\$10/4050/100110
• Mail Order (90-day supply)	\$20/6080/140200	\$20/8090/200210
• X-rays, Labs, Diagnostics	20% Coinsurance (annual max: \$250475/person \$500950/family)	20% Coinsurance (annual max: \$475/person \$950/family)
• Emergency Room	\$175200	\$200
• Inpatient Hospital Stay	\$450500	\$500
• Outpatient Surgery	\$225250	\$250

~~Beginning in 2019,~~ 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	2017	2018	2019	2020	2021	2022
Per Person	NA	NA	\$150	\$150	\$150	\$150
Maximum Per Family	NA	NA	\$300	\$300	\$300	\$300

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:

Coverage Level	2017-2022	
	Non-Smoker	Smoker
Employee Only	\$28.14	\$34.46
Employee & Spouse	\$56.25	\$68.92
Employee & Child(ren)	\$56.25	\$68.92
Employee & Family	\$80.16	\$98.21

<i>PCPS</i>	2022		2023-2026	
	<i>Non-Smoker</i>	<i>Smoker</i>	<i>Non-Smoker</i>	<i>Smoker</i>
<i>Employee Only</i>	\$28.14	\$34.46	\$29.83	\$36.53
<i>Employee & Spouse</i>	\$56.25	\$68.92	\$59.63	\$73.06
<i>Employee & Child(ren)</i>	\$56.25	\$68.92	\$59.63	\$73.06
<i>Employee & Family</i>	\$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	2017-2022 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	2017-2022 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 for 2019 *in any year 2023-2026* will be eligible for a one time 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 \$500 \$600 for Employee Only coverage and \$1,000 \$1,200 for all other tiers.

~~Beginning in 2019, 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

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

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 ~~September 17, 2017~~ **March 20, 2022** in the amount of ~~\$50,000~~ **\$60,000** will increase to **\$60,000** on the effective date of this Agreement and will remain **unchanged through December 31, 2022.** ~~at that level for 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 ~~six (6)~~ **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 ~~\$25,000~~ *the annual amount of your base wage rate.*
- Coverage at ~~\$50,000~~ *two times (2X) the annual amount of your base wage rate.*
- Coverage at ~~\$100,000~~ *three times (3X) the annual amount of your base wage rate.*
- Coverage at ~~\$200,000~~ *four times (4X) the annual amount of your base wage rate.*
- Coverage at ~~\$300,000~~ *five times (5X) the annual amount of your base wage rate.*
- Coverage at ~~\$500,000~~ *(Effective January 1, 2018) 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 ~~September 17, 2017~~ **March 20, 2022**, in the weekly benefit amount of ~~three hundred fifty dollars (\$350)~~ **four hundred dollars (\$400)** will continue unchanged through ~~January 7, 2018~~ **December 31, 2022**. Effective January 8 1, 201823, the **Basic Accident and Sickness Plan will move to a weekly benefit amount of 50% of the employee's base wage** ~~weekly benefit amount will increase to four hundred dollars (\$400)~~ 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 10th 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

~~—Through December 31, 2017, you are eligible to participate in a dental program. The program provides for diagnostic and preventive care, basic services, major services, and orthodontia. Your options during open enrollment will include:~~

- ~~● No coverage~~
- ~~● Employee only~~
- ~~● Employee and Spouse~~
- ~~● Employee and Child(ren)~~
- ~~● Employee and Family~~

~~—If you elect the dental program, you will pay the full cost of the program, which may change from year to year. This cost will be deducted from your paycheck. To the extent provided by law, these costs will be deducted before taxes are withheld.~~

~~—Effective January 1, 2018, a A dental insurance plan will be offered through the union payroll deduction in accordance with Section 3, Article III (3).~~

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 his **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 his **their* rate of pay in effect at that time for eighty percent (80%) of his **their* banked sick leave banked as of January 1, 2013.
- (b) Any employee retiring or resigning his **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 his **their* rate of pay in effect at that time for 100% of his **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 his **their* banked sick leave paid to his **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 his **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 his **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 ~~his~~ **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.

**Administrative Changes*

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 ~~he~~ **they* serves on a jury. The amount of the adjustment for each day ~~he~~ **they* serves shall be the difference between ~~his~~ **their* regular hourly base rate times eight (8) hours, less the payment ~~he~~ **they* receives for jury duty. An employee will be entitled to an adjustment while serving on a jury only if ~~he~~ **they* makes 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 ~~he~~ **they* otherwise would have worked not to exceed three (3) days in a calendar year, the difference between eight (8) times ~~his~~ **their* regular hourly base rate of pay and the payment ~~he~~ **they* receives 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 would have received for the corresponding ten (10) normal workdays at ~~his~~ **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 ~~his~~ **their* commanding officer or other authorized person.

****Administrative Changes***

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) ~~Hardings~~ ***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.

****Administrative Changes***

ARTICLE XXII (22) (NO CHANGE)
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) (NO CHANGE)
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 – CHANGE – BMDA Counter Proposal

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 ~~his *their* probationary period of *four hundred and eighty (480) hours worked (to include overtime as actual hours worked) sixty (60)** working days, starting with the date of his employment,~~ if BIW desires to discontinue his *their* employment. ~~-, except that the probationary period shall be *forty five (45)** calendar days if such person shall have been a member of the BMDA as described in Article I for a continuous period of at least one (1) year during the ten (10) year period immediately preceding his date of hire. Whole day absences during the probationary period shall extend the probation period on a day for day basis.~~

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.

~~*For evaluation purposes only. For purposes of benefits, employees are required to complete 45 working days of their probationary period (not to exceed 90 calendar days) from 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) (NO CHANGE)
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 – BMDA Counter Proposal

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 his **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 his **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 8/28/13 **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. (~~See 1.1.1~~)

2.2 *New 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.* ~~will have a probationary review within fifteen (15) working days prior to the end of their probation period.~~ 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 his/her **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 – *IAA2A*, NDT/Lab Tech. 2C – *IA2A*, Technical Clerk 1D-1AA.
- 4.1.3 ~~Every eighteen (18) months – Associate Engineer E – AA, Designer 1E – 1AA, NDT/Lab Tech. 1E – 1A, Technical Clerk 1A – 1AA.~~
- 4.1.34 NDT 1AA – NDT 3 will be per MOA dated ~~8/28/13~~ **11/6/19*.

- 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 his/her **their* classification level and has received the sufficient number of satisfactory reviews required for the next level, he/she **they* shall be promoted to the lowest pay step of the next highest job classification level. Example: a ~~2A 3A~~ designer will need ~~eighteen (18) months of two (2) Satisfactory evaluations to progress to progression time~~ to progress to ~~4E 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* ~~normal working hours (to include overtime as actual hours worked excluding overtime)~~ 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* ~~normal working hours~~ will have his/her **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 on the second Monday of the following month the pay period six (6) weeks from review 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 his/her **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 ~~he/she feels~~ **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.

****Administrative Changes***

Page 1 of the Performance Evaluation

BMDA PERFORMANCE EVALUATION

NAME	WORKER	
BADGE		
DATE XXXX		
REVIEW PERIOD to		
PRESENT CLASSIFICATION/RATE		
RATING SUPERVISOR	DISPOSITION <input checked="" type="checkbox"/> Progress/Promote to next classification rate/level <input type="checkbox"/> Continue at present classification	
DATE LAST MERIT		
(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	_____ MANAGER SIGNATURE
_____ EMPLOYEE COMMENTS:		
_____ EMPLOYEE SIGNATURE		
_____ DATE		
DATE INDICATES EMPLOYEE HAS SEEN THIS EVALUATION		

* Requires documented counseling during the review period

NAME

GOALS AND OBJECTIVES CONTINUATION SHEET:

A large empty rectangular box for writing goals and objectives.

ARTICLE XXVII (27) (NO CHANGE)
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 his **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 his **their* return to his **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 his **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.

****Administrative Changes***

ARTICLE XXIX (29)

Bereavement Pay

Section 1. An employee who is absent from work due to a death in his **their* family which requires his **their* absence from work on any regularly scheduled working day(s) during the normal workweek shall be paid a maximum of eight (8) times his **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, he **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 **their* 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.

****Administrative Changes***

ARTICLE XXX (30)
Union Business

Section 1. BIW shall provide a ~~man-hour~~ 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 his **their* regular shift to represent bargaining unit employees may charge the union business time to the union business charges, as applicable, at his **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 his **their* job, shall first report to his **their* supervisor or to the office of his **their* department head and make notification to BIW that he is **they are* off his **their* job. Immediately prior to returning to his **their* job, he **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 his **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 he **they* would have enjoyed if he **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.

****Administrative Changes***

ARTICLE XXXI (31)
BMDA Apprentice Program - CHANGE

Section 1. It is the intent of the Company and the Union to have a BMDA Apprenticeship 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 2. 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. ~~in accordance with this agreement and the Standards of Designer, Non-Destructive Testing (NDT) Technician and Laboratory Technician Apprenticeship.~~ *The Committee shall meet as required at least quarterly, as required. 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.*

Section 3. ~~The hiring of Designer apprentices in any one (1) year shall be limited to ten (10). Up to three (3) additional Apprentices may be hired each year in each of the classifications of NDT Technician and Laboratory Technician. Apprentices shall have top seniority rights in their classification for purposes of layoff. This seniority shall apply to the four (4) calendar years the apprentice is in the program.~~

~~During the selection process, for purposes of a tie-breaker, given substantially equal qualifications, consideration shall first be given to the members of the bargaining unit. First preference will be given to a candidate who is a BMDA member on the active, working payroll, then to a candidate who is a BMDA member on lay-off with active recall rights.~~

Section 4. ~~Upon completion of four (4) calendar years, to include a minimum of six thousand eight hundred (6800) working hours, including classroom hours, apprentices entering the program at a rate of pay less than that of a designer 1E, shall receive a rate of pay equal to a designer 1E. Apprentices entering the program at a rate of pay equal to or above that of a designer 1E, shall receive a one (1) step merit increase upon completion of the program providing they are not already at the top pay grade.~~

Section 5. ~~BMDA employees entering the Apprentice Program shall continue to receive their current rate of pay unless their rate of pay is below Designer 3F, in which case they will be promoted to Designer 3F. Non-BMDA employees entering the Apprentice Program from within BIW shall receive their current rate of pay rounded up to the closest BMDA rate of pay but not below the Designer 3F rate. Non-BMDA employees entering the Apprentice Program from outside BIW shall enter the Apprentice Program at the Designer 3F rate. All apprentices below the Designer 2B rate will get a one step increase every six (6) calendar months from the start of the program until they reach the Designer 2B rate. Apprentices entering the program at the rate~~

of pay equal to or above that of a designer IE shall maintain their wage rate for the duration of the program.

~~Section 6. It is management's intent to work all apprentices within the guidelines of the Standards of Designer, NDT Technician and Lab Technician Apprenticeship. Every selectee shall be given a copy of the Standards of Designer, NDT Technician and Lab Technician Apprenticeship and an opportunity to read them before his signature is affixed to the apprentice agreement.~~

~~Section 7. In addition to the above, the following is agreed to:~~

- ~~(a) Employees hired into the Apprentice Program will be given credit for shipyard experience, where applicable, toward the required hours for shipyard or shipyard support experience. The Joint Apprenticeship Committee will make such determinations on a case basis.~~
- ~~(b) The Design Joint Apprenticeship Council will update the Standards of Designer, NDT Technician and Lab Technician Apprenticeship annually.~~
- ~~(c) In the event a requirement is generated for taking a course of instruction away from BIW, the Company will reimburse the apprentice for travel and the cost of the course. Time spent in class for such courses will be credited toward the minimum six thousand, eight hundred (6800) hours.~~
- ~~(d) During the first two calendar years of the apprenticeship, an apprentice will not be assigned as a Work Leader, Trainer, Mentor, Design Lead, or be available for offsite assignments.~~
- ~~(e) Failure from the program after the completion of the probationary period will result in termination of employment at BIW.~~
- ~~(f) An apprentice has the right to grieve conditions of employment and work evaluations/course grades which result in course failure.~~

~~A probationary period, independent of a regular probation as a newly hired bargaining unit member, will be served by all apprentices; probation will be in effect from the beginning of academic classes until completion of the first academic trimester plus one calendar month. During this period, the apprentice agreement may be canceled by either party thereto by notification, in writing, of such a desire. Due notice will be given to the Maine State Apprenticeship Council. In the event of the cancellation of an apprentice agreement, original BMDA members will return to their prior BMDA status. Return to prior status in other bargaining units within BIW will be dependent on the provisions of those agreements. Salaried personnel will return to salaried positions and apprentices hired from outside the Company will have their employment terminated.~~

MEMORANDUM OF AGREEMENT
Between
BATH IRON WORKS CORPORATION (the "Company")
And
BATH MARINE DRAFTSMEN'S ASSOCIATION Local 3999, UAW (the "Union")

BMDA Apprenticeship Program

1. Description of the Program

The Design Apprenticeship shall consist of two (2) programs, Basic and Advanced. Successful completion of the Basic Program and Advanced Program shall each require completion of all respective academics and four thousand (4000) working hours, to include classroom hours, in addition to successful completion of all academics.

Completion of the Basic Program is a prerequisite for admission into the Advanced Program.

2. Hiring Process

- a. Apprenticeships shall not be offered in the Designer classification if there are any BMDA employees involuntarily laid-off at the time of the posting.
- b. The Design Apprenticeship program is only available to internal BIW employees, to include those on layoff with recall rights.
- c. Standardized testing shall be offered free of charge to all applicants. Applicants may submit their standardized test score for up to four (4) years in the event they are not selected for the Apprenticeship Program.
- d. Applicants who meet or exceed the minimum required score (as determined by the Joint Apprenticeship Committee) shall be eligible for an interview.
- e. The top scoring applicants, in order of descending cumulative test score, shall be offered an interview. All applicants with the same test score are considered equal; therefore, if one person with a given cumulative test score is interviewed, all persons with the same test score must be interviewed.
- f. BMDA members of the JAC may participate in the interview for Apprentices and provide input to Management prior to Management selecting candidates. Management retains the right to make all hiring decisions in accordance with Article IV (4) of the CBA.
- g. Candidates for the Basic Program shall be selected based on the applicant's standardized test and interview scores.
- h. In the event applicants for the Basic Program have equal test and interview scores, first consideration shall be given to members of the bargaining unit, including laid-off employees with recall rights.
- i. The candidates with the highest average interview score will be offered the first apprentice position; with open positions filled in order of descending interview score. Candidates may request specific disciplines.
- j. Candidates for the Advanced Program shall be selected based on the applicant's academic grade point average, OJT evaluation, and interview scores.
- k. Graduates of the Basic Program within the previous four (4) years shall have equal consideration for admission into the Advanced Program. Applications submitted by

GENERAL DYNAMICS

Bath Iron Works

graduates of the Basic Program after this four (4) year period must be submitted in writing to the JAC and approved by the Vice President of Engineering.

- l. Every selectee shall be given a copy of the Standards of Apprenticeship and an opportunity to read it before their signature is affixed to the Apprentice Agreement.
- m. If the candidate pool is insufficient to fill the available positions, those positions may remain unfilled.

3. Wages

- a. BMDA employees entering the Apprenticeship Program shall continue to receive their current rate of pay.
- b. Apprentices shall receive Performance Evaluations and any resulting progression/promotion in accordance with Article XXVI (26) while in the Apprenticeship Program(s).
- c. Non-BMDA employees entering the Apprenticeship Program from within BIW shall receive their current rate of pay rounded up to the closest BMDA rate of pay.
 - i. In the event the employee's rate of pay exceeds the BMDA wage rate that they would otherwise have been hired under based on their qualifications, they will be evaluated against the expectations for the latter BMDA rate and will not receive progression/promotion until the number of satisfactory evaluations promotes them above their actual rate of pay.
- d. An Apprentice in the Basic Program shall not be assigned as a Work Leader, Instructor, or Design Lead.

4. On-the-Job Work Experience

- a. Apprenticeship is a first shift assignment. The hours of work for Apprentices shall be the same as the other BMDA represented employees in the same crew, area, or facility.
- b. Each Apprentice within the Basic Program will remain in the core design discipline of their assignment upon accepting the Apprentice position.
- c. Each Apprentice within the Advanced Program will rotate through the available major work processes.
- d. OJT progress reports will be issued by the training department every eight (8) weeks for the sole purpose of engaging the Apprentice and their Supervisor in the review and assessment of the Apprentice's exposure to, and proficiency in, their design discipline competencies.
 - i. Apprentices are encouraged to provide comments on all OJT progress reports.
- e. It is understood that the availability of work during the Apprenticeship will determine the order in which these work processes are undertaken. In the event a major work process or phase becomes unavailable, such omission will in no way affect their recognition as a skilled journeyman upon completion of the term of Apprenticeship.

5. Academic Requirements

- a. Apprentices must maintain a minimum trimester and cumulative grade point average (GPA) of 2.0 on a 4.0 point scale.

- b. If an Apprentices' trimester GPA falls below 2.0, the Apprentice will be placed on academic probation through the following trimester. The Apprentice will have until the end of the probationary trimester to reach the above defined cumulative minimum with outcomes defined as follows:
 - i. If the Apprentice falls below the required GPA in the probationary trimester of the program, or should it be determined that it is mathematically impossible for the required average to be achieved by the end of the probationary trimester, the Agreement will be terminated immediately.
- c. Failure of any academic course during the Program(s) will result in termination of the Apprentice Agreement. Course failure shall be defined by the administering academic entity and course failure criteria shall be provided to all Apprentices.

6. Completion

- a. Successful completion of an Apprenticeship Program shall occur when all academic courses have been completed, with at least the required minimum GPA, and four thousand (4000) hours have been worked (including overtime as actual hours worked and classroom hours).
- b. Upon successful completion:
 - i. Employees completing an Apprenticeship Program at a rate of pay less than Designer 2C shall be progressed/promoted to Designer 2C upon completion. Employees completing an Apprenticeship Program at the rate of pay equal to or above Designer 2C shall receive a one-step progression/promotion upon completion. This progression/promotion shall be in addition to any other merit increase(s) due to them at that time. Future progression/promotion shall continue from the rate of pay conferred upon completion.
 - ii. Graduates of the Basic Program shall receive a certificate of completion from BIW, the State of Maine, and a Certificate of Marine Design from Southern Maine Community College.
 - iii. Graduates of the Advanced Program shall receive a certificate of completion from BIW, the state of Maine, and an Associate Degree in Marine Design from Maine Maritime Academy.

7. Termination / Withdrawal

- a. In the event an Apprentice hired from within the BMDA is terminated from the Program or elects to withdraw from the Program prior to completion, they shall continue their employment as a Designer at their current rate of pay and subject to all provisions of the CBA.
- b. In the event an Apprentice hired from outside the BMDA is terminated from the Program or elects to withdraw from the Program prior to completion, they shall continue their employment as a Designer at the rate of pay they would otherwise have attained based on their experience and qualifications and subject to all provisions of the CBA.
- c. Apprentices leaving the program prior to completion will return or pay for all Apprentice tools, texts, or other material provided by BIW.

8. Apprentices Applying for Other Positions

Apprentices will not be considered for other positions while the Apprentice Agreement is still in effect unless an individual is within two weeks of completion or has received notification of layoff.

9. General Apprentice Expectations

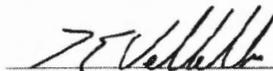
- a. Travel to class from their job site will be on their regular home department charge. Travel from class back to their job site will be on the Apprenticeship work charge. Travel between facilities from CROF, The Technology Center, Outfit Fabrication or Structural Fabrication to Bath for classes is expected to take no more than 0.5 hours.
 - i. Apprentices are to travel directly from facility to facility without stopping unless the travel is on the Apprentice's own time. To avoid mischarging, Apprentices should not show up for class more than 10 minutes early.
 - ii. Apprentices are expected to ingress/egress when traveling between facilities, from location to location. This includes the offsite classrooms when possible. Apprentices are required to keep their supervisors notified of any class schedule changes or other Apprenticeship meetings.
- b. Apprentices shall not do homework, or otherwise study at work, while on any production charge. Classroom labor charges shall only be used for scheduled classes.

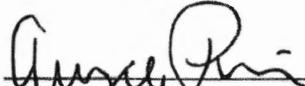
10. In addition to the above, the following is agreed to:

- a. In the event a requirement is generated for taking a course of instruction away from BIW, the Company shall reimburse the Apprentice for travel and the cost of the course. Time spent in class for such courses shall be credited toward the minimum hours necessary for successful completion.
- b. An apprentice has the right to grieve conditions of employment and work evaluations/course grades which result in course failure.

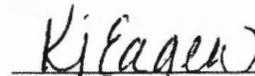
AGREED to and APPROVED by the undersigned.

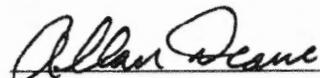
For the Union:

 03/04/22
Trent Vellella Date
President, BMDA Local 3999 UAW

 3/4/22
Allyce Pepin Date
Secretary, BMDA Local 3999 UAW

For the Company:

 3-4-2022
Kelly Eager Date
Manager, Labor Relations

 3/4/22
Allan Deane Date
Sr. Specialist, Labor Relations

ARTICLE XXXII (32) (NO CHANGE)
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 ~~eighty-five cents (\$0.85)~~ **one dollar (\$1.00)** on every dollar (**\$1.00**) you defer up to the first 5% of straight time pay will continue unchanged through the end of December 31, ~~2017~~**2022**. Effective the first paycheck in January ~~2018~~ **2023**, BIW’s matching contribution on every dollar you defer up to the first ~~5~~ **6%** of straight time pay will ~~be increased to one dollar (\$1.00)~~ **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, 2017, new hires and rehires will be auto enrolled with a contribution of 3% into the default investment fund selected by the Plan Administrator for auto enrollment under the Plan.~~

~~Effective Through January 1, 2018 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 3 years of continuous service from date of hire. To the extent you already have 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 his **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 his **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 his **their* department management (other issues) within three (3) days of return to work.

****Administrative Changes***

ARTICLE XXXV (35)

Rules and Regulations – *CHANGE – BMDA Counter Proposal*

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 **his *their*** person. An employee who forgets **his *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 **his *their*** pay check, may apply for it through **his *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 TAS <i>WFM</i> 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 his <i>their</i> shift and clock-out after stopping work at the end of his <i>their</i> shift. Ingress and egress swipes are required on TAS <i>WFM</i> 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 he <i>they</i> obtains permission from his <i>their</i> 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 his <i>their</i> 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> <p>Employees will utilize the new call-in system, when it becomes available, and the BIW and the BMDA will collaborate over full implementation.</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 his their return to work. Such absences shall be excused if the employee provides and provide 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 his 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 his their regular shift, and use his their personal vehicle for transportation, he their 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 <i>with the intent to distribute</i> , distribution, sale, or offering for sale, of narcotics, dangerous <i>illicit</i> drugs including marijuana, or alcoholic beverages on Company premises at any time.	Up to and Including Discharge		
19. Use, <i>Possession for personal use of, or</i> being on Company premises under the influence of: alcohol, narcotics, or dangerous <i>illicit</i> 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

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
22. Mistakes due to negligence or disregard of instructions.	Written Warning	Up to 5 Days Off	Up to and Including Discharge
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 or negative statements concerning the Company's products or services, or making maliciously false statements concerning the Company or any employee.	*Written Warning	Up to 5 Days Off	Up to and Including Discharge

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
31. Any form of gambling during working hours.	Up to 5 Days Off	Up to and Including Discharge	
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 Director Manager level for a legitimate unforeseen reason beyond the employee's control. 35.(b) Failure to complete agreed upon overtime unless excused at the Director 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

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
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
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 his <i>their</i> 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

OFFENSES	PENALTIES		
	First Offense	Second Offense	Third Offense
<i>50. Conduct considered inappropriate or offensive to a reasonable person that is directed at any individual/s.</i>	<i>Up to 3 Days Off</i>	<i>Up to 5 Days Off</i>	<i>Up to and Including Discharge</i>

Effective April 2, 2018
2013-2017 CBA Language to Apply Prior to that Time

ARTICLE XXXVI (36)
Flexible Workweek –BMDA Counter Proposal

Section 1. The ~~p~~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., ~~as defined and set forth within the Key Objectives, on a crew, program, or departmental basis.~~ 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.* ~~other items set forth in these Key Objectives.~~
- To develop alternatives that would not add unworkable levels of administrative or supervisory burden.
- To develop an approach that allows ~~managers~~ *teams* to meet all staffing, costs, schedule, and quality goals. ~~and promotes meaningful opportunities for employee interaction, collaboration, and mentoring at all levels.~~
- 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. Flexibility Options 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). In the event a flexible workweek request is denied by Management the employee and their Supervisor will discuss what alternative schedule may work.*
- 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. Flexible Workweek 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.
 - ~~1. **Flexible Workweek Requests.** Flex requests shall be submitted by no later than the lunch period on the Monday two (2) weeks in advance and approval of the requested shift will not be granted until the week prior to the requested shift. Consistent with the stated intent of this Article, individual requests shall balance the need to effectively run the business and the need to provide employees with reasonable flexibility options. Approval shall not be unreasonably denied, following consideration of the Key Objectives.~~
 - a) Employees must work a minimum of eight (8) *four (4)* hours per day Monday-Friday. Employees ~~cannot deviate by more than one (1) hour from their normal start of shift in one half (1/2) hour increments.~~ *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.*
- e) ~~Flexible Workweek Deviations. The Company shall review requests for Flexible Workweek deviations on a case-by-case basis in order to accommodate employee life events, recognizing that there may be exceptions based on an employee's specific circumstances where a shift between six (6) and eight (8) hours is permissible. Requests for shifts of a duration between six (6) and eight (8) hours shall not be unreasonably denied, following consideration of the Key Objectives, the employee's specific circumstances, and the nature of the request. Examples of approvable exceptions include, but are not limited to, the following:~~
- a. ~~Healthcare related appointments for the employee or family (e.g., doctor, dentist, lab work).~~
 - b. ~~Employee educational courses/events of a limited duration.~~
 - c. ~~Handling of employee personal business related to Company travel, where normal shift schedules and travel are back-to-back.~~
 - d. ~~Special family events (e.g., graduations, special recognitions).~~
 - e. ~~Child/family member care.~~
 - f. ~~Funerals and established religious holidays/events.~~
 - g. ~~Appointments and/or appearances for life events which are not expected to recur on a regular basis (e.g., legal, personal finance, DMV, civic obligations, teacher conferences).~~

~~Where evidence of a pattern of excessive use exists, employees may be required to provide the Company with reasonable documentation to support the basis for a flexible workweek deviation request or assignment. In the event an employee declines to provide the Company with the basis for his or her request or reasonable documentation, the assignment or request may be terminated or denied, as the case may be.~~

- 2) **4 X 10 Workweek Option.** A variant of the Monday through Friday, five (5)- day, eight (8) hour a day workweek schedule. ~~With approval, e~~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 ~~eight (8)~~ **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. ~~For the first four (4) weeks of 4 X 10, the day off shall be at the employee's election. For any additional workweeks of 4 X 10, the day off must be a Tuesday, Wednesday, or Thursday.~~ The provisions associated with a 4 X 10 shift will be as follows:

- ~~a) Employees shall enter their schedule in the flex workweek database or, on a case by case basis, fill out a schedule request form, choosing which day of the week they prefer to have off. First shift employees may elect to start up to one (1) hour before or after the regular facility shift start. Second shift employees may only elect to start up to one (1) hour before the regular facility shift start.~~
- ~~a) A flexible lunch break may be utilized simultaneously to the 4 X 10 alternate work shift and may be taken in any thirty (30) minute timeframe in the middle three (3) hours of the first shift. For 2nd shift, the twenty (20) minute paid lunch break may also be taken in a similar three (3) hour window. This must also be pre-arranged on a daily basis.~~
- 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.
 - a. All time worked on regularly scheduled days off shall be at the time-and-one-half rate.
- ~~d) All time worked on regularly scheduled days off shall be at the time and one half rate.~~
- d) **Benefit time**— 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) An employee who receives an injury causing said employee to lose time shall be paid for the full shift on which they receive the injury.~~
- 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.
- ~~i) If the Supervisor can accommodate overtime on the employees scheduled day off, this is allowed.~~

- ~~j) When an employee is working a 4 X 10, they must have the same start and stop times each day.~~
- ~~k) If you are already into your scheduled 4 X 10 workweek and an unforeseen circumstance arises, you may be able to change your scheduled day off, with manager level approval before the end of the employee's prior shift. This should be the exception and not the rule.~~
- ~~l) 4 X 10 requests shall be submitted by no later than the lunch period on the Monday two (2) weeks in advance.~~

3) **Alternate Shift Starts.** ~~This option would allow an individual to modify the start of their shift by as much as one (1) hour in one half (1/2) hour increments to accommodate personal needs.~~ This will require the same schedule for the entire week. ~~Alternate Shift Start requests shall be submitted by no later than the lunch period on the Monday two (2) weeks in advance.~~ This request may be submitted to alter one's shift until another request is submitted or business need dictates a change. *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 T&S*.

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 provided that the Company does not incur overtime as a result of the pre-arranged flex time hours.
- ~~(d) **Holiday Weeks.** The only option not available during a holiday week is the 4 X 10 option. Separate 4 X 10 options exist for a holiday week under Article XIV., Sections 9 and 10.~~
- (d) **New Hires Probationary Employees.** A newly hired **Probationary** employees is **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. ~~This will count towards one of the eight (8) occurrences allowed under Section 2(b) of this Article. Transfers into the bargaining unit who do not serve a probationary period are eligible for the Flexible Workweek Program upon transfer.~~

At the discretion of the Department Head, an employee on probation may be granted the option of using the provisions of the Flexible Workweek Program to avoid a lost time occurrence.

- (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) The utilization of flex time after 1:00 a.m. will not be offered.~~
- ~~(h) At the discretion of the Department Head, an employee on probation may be granted the option of using the provisions of the Flexible Workweek Program to avoid a lost time occurrence.~~
- (g) ~~For emergent needs employees may request~~ ***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 ~~Division~~ ***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) (NO CHANGE)
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 ~~18th day of September 2017, to and including the 20th day of March 2022~~ ***21st day of March 2022, to and including the 22nd 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) (NO CHANGE)
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>James *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>Hardings *Structural Fabrication Facility</u>	<u>EBMF *Outfit Fabrication Facility</u>
1st Shift:		
Start	6:30 7:00 am	6:18 7:00 am
End	3:00 3:30 pm	2:48 3:30 pm
2nd Shift:		
Start	3:00 4:00 pm	3:30 4:00 pm
End	11:00 pm 12:00 am (Midnight)	11:30 pm 12:00 am (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: ALL	
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.

****Administrative Changes***