

**AGREEMENT
BETWEEN**



BATH IRON WORKS CORPORATION

AND



INDEPENDENT GUARDS ASSOCIATION

**Effective Monday, November 18, 2024
Expiration Midnight, Sunday, May 14, 2028**

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BATH IRON WORKS

AND THE

INDEPENDENT GUARDS ASSOCIATION

**Effective Monday, November 18, 2024
Expiration Midnight, Sunday, May 14, 2028**



We dedicate this contract to all of the law enforcement, fire, emergency medical service, and military personnel who have died in the line of duty.

BENEFITS CONTACT INFORMATION

General Dynamics Service Center
gdbenefits.com
888-432-3633

Cigna Health Insurance
myCigna.com
888-551-4072

Life365 Employee Assistance Program
myCigna.com
877-622-4327

BIW Fit for Life
207-442-3145
biwfitforlife@gdbiw.com

Delta Dental of Virginia
deltadentalva.com
800-335-8289

Vision Service Plan (VSP)
vsp.com
800-877-7195

General Dynamics Employee Self Service
<https://ess-biw.gendyn.com>
877-433-6777

BIW Benefits Department
207-442-2527
biwbenefits@gdbiw.com

BIW FML & Disability Office
207-442-1762
fml@gdbiw.com

Sedgwick Short-Term Disability
(Accident & Sickness)
claimlookup.com
800-416-1808

**HealthEquity/WageWorks Flexible
Spending Accounts**
wageworks.com
877-924-3967

BIW Employee Spirit Team (BEST)
BEST@gdbiw.com

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PREAMBLE

AGREEMENT made this 18th day of November, A.D. 2024 between BATH IRON WORKS, a division of General Dynamics Corporation, a corporation duly 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 “BIW”), and the INDEPENDENT GUARDS ASSOCIATION, a corporation duly organized and existing under the laws of the State of Maine, with its principal office in said City of Bath, in the County of Sagadahoc and State of Maine (hereinafter referred to as the “ASSOCIATION”), not affiliated directly or indirectly with any labor organization, acting for and in behalf of and representing security employees at the plants of BIW. BIW recognizes the Association and these employees as essential to maintaining the safety and protection of BIW’s property and labor force.

Article 1
RECOGNITION

Section 1 – Recognition:

BIW recognizes the Association as the exclusive bargaining agency in respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees in job classes listed in Article 5.

Section 2 – Definitions:

- a. The term "employee" hereinafter, will mean any employee included within the bargaining unit.
- b. Unless otherwise specified, the term “days” will mean working days.

Article 2
MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 1 – Management Rights and Responsibilities:

The following are management rights and responsibilities:

- Management of BIW and the direction of the working forces
- Hire, classify, assign, transfer, promote, demote
- Discipline or discharge for cause
- Decrease the force
- Require employees to observe BIW's rules and regulations
- Promulgate reasonable rules and regulations
- Regulate the use of equipment and other property of BIW
- In the event of an official declaration of emergency by the Governor and or President, require employees to wear and or use Company provided PPE or equipment during a time of emergency, such as a natural disaster or pandemic
- Monitor employee performance
- Formulate overtime plans
- Determine healthcare carrier

- Control and regulate the use of machinery, facilities, equipment, and other property of BIW
- Administer the Family Medical Leave Act

It is agreed that all management functions not specifically limited by the expressed provisions of this Agreement are reserved to BIW. Management agrees not to exercise its rights in a manner inconsistent with express provisions elsewhere in this agreement.

- a. The Director of Security or their designee will communicate plans that affect Association manning to the Association President prior to the implementation and will consider Association input in exercising Management's functions.
- b. In the event Management determines the need to promote or hire additional Sergeants, Management will provide notice to the Association and post a notice to existing employees. Interested and qualified candidates may submit a letter of interest and qualifications for consideration. Management reserves the ultimate authority to select employees for promotion or hire.
- c. Management will provide a ten (10) calendar day notice to an employee and the Association of any demotion.
- d. Non-IGA members shall not perform the core duties, as defined in Schedule A, of employees in the bargaining unit except as part of an emergency response, as required to train bargaining unit employees, as required to provide limited assistance to bargaining unit employees, or as permitted elsewhere in this agreement. This section is not intended to restrict de minimis activities or shared functions.

Article 3

CHECKOFF

Section 1 – Association Membership:

- a. BIW agrees that it will not retain as an employee any person in the bargaining unit unless they tender periodic dues and initiation fees to the Association.

- b. Dues will commence thirty-one (31) calendar days after execution of this Agreement; or in the case of employees hired after the execution of this Agreement, thirty-one (31) calendar days after the date of hiring.
- c. Dues for new employees will commence after the completion of 480 hours of their probationary period, but not in any case until thirty-one (31) calendar days after execution of this Agreement.
- d. Failure of an employee to tender their periodic dues and the initiation fee to the Association shall be cause for discharge, after notice in writing has been given to BIW by the Association.
- e. Subcontracted or Contract employees will not be required to be affiliated with the Association.

Section 2 – Checkoff:

Upon assignment in writing from an employee in the bargaining unit who is a member of the Association, in a manner and substance agreed upon by BIW and the Association, BIW will deduct dues in weekly installments on each payday for the current month in BIW’s employ, and will transmit all monies so deducted to the Association weekly, which will issue to BIW its official receipt therefore when paid.

Article 4 **ASSOCIATION REPRESENTATIVES**

Section 1 – Association Officers:

The Association shall designate officers, who shall be employees of BIW within the bargaining unit, to represent it in any matters pertaining to this Agreement.

Any officers so designated shall be permitted to confer with BIW in the administration of the grievance process and addressing security matters that impact the department. Such time shall be paid for by the Company. Time spent handling internal Association matters and investigating grievances will be paid by the Association and charged to Code 13. All officers leaving their jobs to confer with the Company or engage in Association matters shall first report to their supervisor that they are off their job. Immediately prior to returning to their job they shall make notification to BIW in the same manner.

Section 2 – Association Paid Time:

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

Article 5
CLASSIFICATION AND WAGE SCHEDULE

Section 1: Wage Tables:

Security Guards:

Grade	Effective 1/6/2025	Effective 3/30/2026	Effective 3/29/2027
6	\$28.81	\$29.67	\$30.56
5	\$27.60	\$28.43	\$29.28
4	\$26.65	\$27.45	\$28.28
3	\$25.57	\$26.34	\$27.13
2	\$24.27	\$25.00	\$25.74
1	\$22.60	\$23.28	\$23.98

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

- 6 January 2025: 2.0% + Conversion of \$3 Retention WAR to base rate
- 30 March 2026: 3.0%
- 29 March 2027: 3.0%

Grade 6 includes 1st Sergeant (S7430)

Grade 5 includes Sergeant (S7440)

Grade 4 includes Corporal (S7450)

Grades 3, 2, and 1 include Patrolmen (S7460)

Security Communications Specialists (S7470):

Grade	Effective 1/6/2025	Effective 3/30/2026	Effective 3/29/2027
C6	\$26.06	\$26.84	\$27.65
C5	\$24.84	\$25.59	\$26.36
C4	\$23.89	\$24.60	\$25.34
C3	\$22.79	\$23.48	\$24.18
C2	\$21.48	\$22.12	\$22.78
C1	\$19.80	\$20.39	\$21.00

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

- 6 January 2025: 3.0%
- 30 March 2026: 3.0%
- 29 March 2027: 3.0%

NOTES:

- a. While Engaged Rate: Any time a member of the IGA is assigned work that requires the carrying of a firearm, the member will receive a while engaged rate of \$2.00 per hour while engaged in that assignment.
- b. Any employee who is on a Special Detail work assignment due to a scheduled ammo load-out will receive a while assigned rate of the difference between the employee's base rate and \$50.00 per hour. This while assigned rate shall not be supplemented by any additional compensation or overtime under Article 9 or this Article of the CBA. For the purposes of this section, the term ammo load-out shall refer to the loading of ammunition on and off of a ship.
- c. A Security Officer who is assigned to train a new Security Officer will receive a two dollar (\$2.00) per hour WAR when engaged in the training of the new Security Officer.

Section 2: Wage Progression:

Employees will progress based on merit, qualifications, yearly performance evaluations, time in grade, and business needs.

- New employees will be hired into Grade 1, absent a specific business need to fill a higher rank vacancy. Consideration will be given to qualified internal candidates first over hires from outside of the IGA.
- Criteria to progress from Grade 1 to Grade 2:
 - Successful completion of the probationary period*
 - *Employees hired before November 14, 2016 will still receive promotion to Grade 2 upon completion of the 480 hours.
 - Six (6) months of active employment at Grade 1
 - Satisfactory evaluation
- Criteria to progress from Grade 2 to Grade 3:
 - One (1) year of active employment at Grade 2
 - Satisfactory evaluation
 - Management may elect to progress employees from Grade 2 to Grade 3 prior to one (1) year of active employment at Grade 2 provided a satisfactory evaluation has been completed
- Criteria to progress from Grade 3 to Grade 4:
 - One (1) year of active employment at Grade 3
 - Satisfactory evaluation
 - Management may elect to progress employees from Grade 3 to Grade 4 prior to one (1) year of active employment at Grade 3 provided a satisfactory evaluation has been completed
- Promotion above Grade 4:
 - Management may elect to promote employees above Grade 4 based on business needs.
 - In order to be considered for such a promotion, employees must demonstrate competence on the requirements in Schedule A and demonstrate leadership competence.
 - Management reserves the right to evaluate and select from the qualified candidates.

Article 6

PROBATIONARY PERIOD

Section 1 – Length of Probation:

Any person hired by BIW without seniority as determined by Article 12 of this Agreement may be separated from the employ of BIW at any time within their

probationary period of 1040 actual work-hours worked, starting with the date of their employment, if BIW desires to discontinue their employment.

Section 2 – Written Evaluation:

There will be a written evaluation completed by the Director of Security or designee when the probationary employee completes 480 hours. A second written evaluation will be completed by the Director of Security or designee after the probationary employee completes 720 hours. A final written evaluation will be completed at 1040 hours. The Association will provide input into constructing the written evaluation forms.

Section 3 – Association Dues:

Upon completion of 480 hours of probation BIW will notify the IGA Treasurer to begin collection of Association dues.

Article 7
OVERTIME

Section 1 – Overtime Rates:

All work in excess of forty (40) hours in any one (1) week shall be paid for at the rate of time-and-one-half. You will receive premium pay after you have accumulated a total of 40 hours in a week between time worked, CTO and Floating Holidays.

Section 2 – Overtime Distribution:

BIW shall attempt to distribute all overtime work as equally and impartially as possible, providing its efficiency in the performance of such work is not impaired by any such distribution. Efficiency is to be defined as skill/ability, and not as rank seniority.

Article 8
SECOND AND THIRD SHIFT PREMIUMS

Section 1 – Shift Premium:

Any employee assigned to and working on the second or third shifts shall be paid a shift premium of \$1.75 above their regular hourly base rate, 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, except if that employee is “forced over” into second shift.

An employee assigned to and scheduled to work a second shift who, at the request of BIW, works a first shift plus their scheduled second shift shall receive the shift premium for working the second shift.

Shift premium shall be paid to employees working on the second and third shifts for compensated absences resulting from death in family, jury duty, witness duty, and military duty.

Article 9
**REPORTING-IN PAY, CALL-IN PAY,
MINIMUM PAY, AND OVERTIME CALL-IN**

Section 1 – Reporting-In Pay:

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

Section 2 – Minimum Pay:

An employee who is put to work on any shift shall receive not less than four (4) hours' pay, unless before they have worked four (4) hours they voluntarily quit, or the work is suspended by reason of bad weather, breakdown of machinery, or other cause beyond the control of BIW.

Section 3 – Call Back Pay:

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

Section 4 – Rates of Pay:

Reporting-in pay, call-in pay, and minimum pay, provided for in this Article shall be computed at the regular hourly base rate of pay of the employee, 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 the employee during such four (4) hours, their reporting-in pay, call-in pay or minimum pay shall be computed at such overtime rate.

Article 10 **INJURED EMPLOYEE**

Section 1 – Entitlement:

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

- First day of injury which falls on a regular workday or a Saturday or Sunday when you report the injury to Employee Health that same day. In the event Employee Health is closed, employee may report to a hospital and must report the injury to Employee Health on the next scheduled business 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 Employee Health;
 - b. Employee Health determines you are unable to work; and
 - c. Employee Health determines the injury or sickness is related to the prior regular workday's events.
- Injured on a Saturday or Sunday with verification.

Section 2 – Pay:

If you are injured during a shift, you will be paid for the balance of that shift at the applicable rate, including while assigned and/or engaged rates. 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 – Reporting Occupational Injuries/Illnesses:

To comply with OSHA regulations, occupational injuries/illnesses must be reported to Employee Health. Employees shall report such illnesses/injuries on the day of injury or if unknown, as soon as known, to their supervisor who may send employees to Employee Health. Non-occupational injury/illness resulting in lost time must be reported to your supervisor.

Section 4 – Return to Work/Stay at Work Process:

If an employee is injured/ill (occupational or non-occupational conditions), has been out of work on an excused absence for five (5) days or more and is seeking a return to work, the employee is required to adhere to the following process to determine appropriate accommodation (if necessary) and/or fitness for duty:

- a. Present an Employee Health Status Form (or M1 Form) to the Employee Health Department.
- b. The Employee Health Department will review the status form and any other relevant medical documentation provided by the employee and will make an "initial" assessment of whether the employee is fit for duty and able to safely and productively perform the essential functions of the job.
- c. After gathering the appropriate medical information, Medical will conduct a "full" review to determine work capacity and whether you are able to safely perform the functions of the job.
- d. In the event it is determined that an employee is unable to perform functions of the job, appropriate management personnel and the Employee Health Department will engage the employee and the Association in a discussion regarding the employee's limitations and whether a reasonable accommodation is possible or required.

- e. Should medical limits prohibit an employee from performing the essential functions of the job (as defined in Schedule A), Management will engage the Association and the employee in a discussion regarding the employee's limitations and whether or not there is an open IGA position available within the employee's capabilities and qualifications, with or without a reasonable accommodation. Absent an open IGA position, employees deemed unable to perform the essential functions, with or without a reasonable accommodation, of the position will be placed on medical leave of absence subject to the limitations of Article 12, if qualified.
- f. Employees are required to notify the Employee Health Department if there is any change in their limitations.

Section 5 – Notification of Limits:

It is the responsibility of all employees to keep their supervisor and/or the Employee Health Department apprised of any limitations that would affect their ability to safely and productively perform the functions of their job.

Article 11
LAYOFF/RECALL

Section 1 – Definitions:

- a) “Involuntary layoff” means a termination of employment for more than ten (10) days.
- b) “Voluntary layoff” means a voluntary termination of employment for more than ten (10) days with an agreed upon return to work date.
- c) “Recall” means a return to employment from layoff for not less than fourteen (14) days.
- d) “Ten (10) working days’ notice” means the period starting with and including the day on which notice is given by BIW to the Association, to the end of the assigned shift of any affected employee on the tenth working day.
- e) “Seven (7) working days’ notice” means the period starting with and including the day on which notice is given by BIW to any employee, to the end of the assigned shift of any affected employee on the seventh working day.

Section 2 – Involuntary Layoff Determination:

- a) Seniority shall be the determining factor in layoff and rehiring of employees after layoffs, providing, however, that the employee with the greater seniority shall possess skill and ability to perform available work relatively equal to or greater than that of the employee with less seniority.
- b) Requirements of Schedule A may be considered in the assessment of skill and ability. Seniority in the event of layoff shall be applied within a classification.
- c) Skill and ability, for purposes of layoff and rehiring decisions, shall consider the unique qualifications, responsibilities, and level of expertise required for positions involving advanced oversight, specialized duties, or additional responsibility. In cases where such positions are available, employees qualified for these roles shall be prioritized, given the higher level of skill, experience, and reliability needed to perform these essential functions.
- d) In the case of layoffs, employees with the same seniority date will be laid off using the last name alphabetically from Z to A.

Section 3 – Involuntary Layoff Notification:

- a) BIW shall provide ten (10) working days' notice to the Association.
- b) BIW shall provide seven (7) working days' notice to the employee affected.
- c) If it is mutually agreeable, the employee may accept twenty-four hours' pay in lieu of seven (7) days' notice of layoff.
- d) In the event an employee is absent from work on the day notice of layoff would otherwise be given, BIW shall mail such notice to the last known address on the employee's personnel record and the day of mailing shall be considered the day on which notice is given.
- e) The layoff of any employee shall be effective upon the expiration of their notice of layoff, or upon an agreement to accept twenty-four (24) hours' pay in lieu of notice.
- f) 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, no notice shall be required to be given by BIW.
- g) In the event of layoffs due to suspensions or cancellation of contracts for work upon request of the owner or upon Government orders, BIW may elect to give seven (7) working days' notice or pay the employees twenty-four (24) hours' pay, and the ten (10) working days' notice to the Association shall be waived.

Section 4 – Voluntary Layoff:

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

Section 5 – Recall Process:

An employee will have recall rights equal to the time they were employed at the BIW Division of General Dynamics Corporation.

Section 6 – New Technology:

- a) We recognize that significant changes to our present manner of producing ships are required for us to become globally competitive and ensure maximum jobs for our people at BIW.
- b) Together we must seek out new technology in order to change and improve our process, tools, equipment, and methods. In the event it becomes necessary to train you to qualify for new technology or other available jobs, BIW will institute the necessary training program.

Article 12
SENIORITY

Section 1 – Definition:

Seniority means the length of an employee’s service accumulated from the start date of employment with BIW. An employee is not entitled to any seniority until they have served their probationary period.

Section 2- Application:

- A. In determining the length of an employee’s service with BIW under any Article of this Agreement, the provisions of this Article shall apply.
- B. The seniority of an employee will be broken in all cases if:
 - 1. You quit.

2. You are discharged.
3. You go on a non-occupational leave of absence. The date upon which seniority is broken is your length of service or twenty-four (24) months from the leave of absence date, whichever is less.
4. You go on an occupational leave of absence. The date upon which seniority is broken is your length of service or forty-eight (48) months from the leave of absence date, whichever is less.
5. You fail to notify BIW of an address change while on involuntary layoff or leave of absence.
6. Upon recall, you fail to report for work or provide reasonable excuse for failing to report for work to your regular job or any selected job on your rehire questionnaire within five (5) days from date of receipt of telephone or letter notification (fourteen [14] days from date of mailing), whichever occurs first.
7. You are on involuntary layoff for a period longer than your length of service.

C. Any employee on layoff whose seniority with BIW has not been broken shall be entitled to their seniority rights and use of the grievance procedure in connection with such rights.

Section 3 – Occupational or Non-Occupational LOA:

BIW will continue healthcare for employees on an occupational or non-occupational leave of absence, as defined by Section 2(B)(3)(4) above, under the BIW Healthcare Program until such time as their seniority is broken pursuant to this Article as long as the employee:

- (1) Pays the employee contribution in a timely manner (see Contributory Premiums for Employees under the Employee Benefit Program), and
- (2) Applies for Social Security Disability coverage within twelve (12) months of the leave of absence, and
- (3) Notifies the BIW benefits administrator regarding their eligibility for SSDI and/or Medicare.

An employee that is eligible for Medicare because of SSDI entitlement must provide documentation and a signed release form whenever requested by the BIW benefits administrator regarding continued eligibility for SSDI and/or Medicare. BIW will coordinate benefits under the BIW Healthcare Plan as a secondary payor to Medicare and reimburse the employee Medicare Part B premium. Any employee

terminated as a result of Section 2(B)(3)(4) during the life of this agreement who is Medicare eligible will be reimbursed their Part B premium for a combined leave of absence and termination period equal to their prior length of service. An employee that does not qualify for SSDI and/or Medicare shall continue to be covered by healthcare in accordance with the healthcare terms of this agreement and Section 2(B)(3)(4).

Section 4 – Years of Service Credit for Healthcare Coverage:

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

<u>Years Service</u>	<u>Healthcare Coverage Beyond Month of Layoff</u>
Less than (8)	3 months
(8) or more	6 months

Section 5 – Leave of Absence:

- a) Your seniority will be fixed as of the first day of involuntary layoff or leave of absence. All time on involuntary layoff and leave of absence will accrue for seniority purposes upon your return to work.
- b) All leave of absence for sickness, injury or mental or physical disability will be granted with medical certification acceptable to BIW.
- c) Seniority will be accumulated when you are elected to a Local (City Council, Town Selectman position only), State, or Federal Government office that requires your full-time presence.

Section 6 – Yard Injury:

- a) Should you incur a yard injury that prevents you from working within your job classification and accept work within your limits in another bargaining unit at BIW and be subsequently involuntarily laid off prior to linking up your full seniority, you will be transferred back into the Association to protect your seniority rights in your prior classification and rate of pay.
- b) For purposes of determining occupational and non-occupational leave of absence time limits only, any controverted worker's compensation case being actively pursued by any employee who is covered by this agreement will be treated as occupational until such time as a formal decision is received.

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

Section 7 – Supervisor Regression:

BIW reserves the right to demote a member of the supervisory/salaried staff and to reassign them into an open position in the bargaining unit. This member will have the same seniority rights they had prior to leaving the bargaining unit. Their time as a supervisor will not count for purposes of layoff. If they were never affiliated with the IGA prior to said transfer, then their seniority for purposes of layoff will start on the date of their transfer into the bargaining unit.

Section 8- Transfers:

An employee who is transferred into the bargaining unit from a BMDA-represented position shall have their seniority date for purposes of layoff and rehire fixed as of the date of transfer until they have been continually a member of the bargaining unit for one (1) year, at which time their seniority date shall revert to that indicated in Section 1. This provision excludes transfers which may arise under the provisions of Section 7. An employee who is transferred into this bargaining unit from Local 5257, Local S6 or Local S7-represented position will have their seniority date fixed for purposes of involuntary layoff and all seniority driven assignments, previous Association service will be added to the fixed date.

Article 13
HOLIDAYS

Section 1 – Floating Holidays:

All Security Officers will receive ten (10) floating holidays per year at the beginning of each year. Floating holidays can be used at your discretion in full shift increments.

Security Communications Specialists’ Floating holiday entitlements shall be in accordance with the MOA dated November 6, 2024. All other terms and conditions

of this Article shall be applicable to Security Officers and Security Communications Specialists.

New hires will be given a holiday allotment of two (2) floating holidays plus a number equal to the remaining production calendar holidays.

Employees must provide notice at the quarterly bidding of their intent to use a floating holiday. Approval for floating holiday use will be vested in the Director of Security or designee. Approval will not be unreasonably withheld, provided appropriate coverage is available.

Floating holidays may not be rolled over into the next year with the exception of employees hired between November 1st and December 31st. These employees may carry over any unused Floating Holidays into the next year, to be used by March 31st of that year.

The IGA will have no fixed holidays.

For all years of this collective bargaining agreement, any work performed the week of the Fourth of July (Monday preceding through Sunday following) and the week of Christmas (Monday preceding through Sunday following) will be compensated at a rate of time and one half.

Section 2 – Rate of Pay:

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

Article 14 **COMPENSATED TIME OFF**

Section 1 – Entitlements:

Compensated time off (CTO) is for vacation and sick leave. When used for vacation, CTO will be taken at the convenience and discretion of BIW, with due regard for your wishes. Annual CTO allowance, which will be accrued monthly during the year, is as follows for all employees in the bargaining unit on or before November 11, 2012:

<u>Years Service</u>	<u>Annual Allowance (In Hours)</u>	<u>Monthly Accrual (In Hours)</u>
1 less 2	48	4.00
2 less 3	96	8.00
3 less 5	112	9.33
5 less 10	136	11.33
10 less 15	160	13.33
15 less 20	184	15.33
20 less 25	200	16.67
25 less 30	216	18.00
30 or more	280	23.33

Annual CTO allowance, which will be accrued monthly during the year, is as follows for all employees who join the bargaining unit after November 11, 2012:

<u>Years Service</u>	<u>Annual Allowance (In Hours)</u>	<u>Monthly Accrual (In Hours)</u>
<1	40	3.33
1 less 2	48	4.00
2 less 3	96	8.00
3 less 5	112	9.33
5 less 10	136	11.33
10 less 15	152	12.67
15 less 20	168	14.00
20 less 25	184	15.33
25 less 30	200	16.67
30 or more	216	18.00

Section 2 – Use and Accrual of CTO:

The CTO allowance accrues during any calendar month in which you received payroll compensation for eighty (80) or more hours in that month. During the calendar year in which you complete a service anniversary that brings you to a higher allowance, you accrue CTO at the higher rate for the entire year.

You may use the following at any time during the calendar year: accrued CTO, carried over CTO, and accrued CTO you anticipate for that year. CTO will be at the convenience of BIW. It may be taken in full or half shift increments. Sixteen (16) hours may be taken in one (1) or two (2) hour increments to be used at the

beginning or end of the shift. The one (1) and two (2) hour call outs are not subject to the call-in procedures; Management will fill the need with available personnel at work, at the time. (Call-outs may be subject to change from current practices, based on changes to schedule and shift assignments. If such change occurs Management will consider Association input).

All employees shall be limited to 10.5 days where they are requesting CTO after the weekly schedule has been posted. Exceeding the 10.5 day limitation will result in denial of the call in request and the time being unexcused and coded 06 (personal business).

Section 3 – Administration of CTO:

For administering the requirements of the Family Medical Leave Act, CTO may be used at the employee's request.

Any unused CTO in a calendar year may be carried over for future use to a maximum of seven hundred and twenty (720) hours.

You will receive payment for CTO at your current base hourly wage rate, to include shift premium as applicable.

Section 4 – Notification Requirements:

One (1) day advance notice is required for use of a maximum of eighty- four (84) hours per calendar year of CTO. One (1) day advance notice is defined as notice given no later than eight (8) hours preceding the CTO day. Advance notice prior to noon on the Thursday preceding the next week for the balance of the entitlement to be taken in the subsequent week is required.

Section 5 – Payment and Sell Back of CTO:

In the event you separate employment from BIW, you will be paid for all your unused accrued CTO and carried over CTO at your regular base rate. Any CTO taken in excess of your accrued CTO and carried over CTO will be deducted from your final paycheck unless you are involuntarily laid off or die. You cannot take additional unaccrued CTO after you have been notified of layoff.

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

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

Section 6 – Personal Business Days:

Each employee will be allowed two (2) personal business days per calendar year (unpaid).

Article 15 **EMPLOYEES' BENEFIT PROGRAM**

Section 1 – Employees' Benefit Program:

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

Health and welfare plans include healthcare, accident and sickness (A&S) insurance, dental, basic life insurance, supplemental life insurance, vision care, and business travel accident insurance. Retirement plans include pensions and 401(k). All of these plans require you to be a full-time employee. You will be eligible for all of the health and welfare plans either 360 work hours or 90 calendar days, whichever comes first, after your date of hire. You are eligible for the Pension Plan, if your uninterrupted, continuous service began prior to January 1, 2013. The 401(k) plan does not have a service requirement for eligibility. BIW pays the full cost of your pensions, A&S insurance, basic life insurance and business travel accident insurance, and pays most of the cost of your healthcare. BIW also matches a portion of your contributions to your 401(k) account. These plans are ERISA plans and their terms and conditions are governed by plan documents and/or insurance contracts, all of which are available through the BIW Benefits Department. Therefore, the language contained in this Agreement for these plans is

intended to represent only highlights of the plans. A summary plan description for each of these plans which will give you further information in addition to these highlights, is available to you.

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

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

Section 2 – Healthcare Program:

For eligible employees, the Healthcare Program in effect on November 17, 2024 will continue unchanged through December 31, 2024. Beginning on January 1, 2025, there will be changes to the program. The highlights are described below.

a) Choice:

You are eligible for BIW's Healthcare Program after completing either 360 work hours or 90 calendar days, whichever comes first, after your date of hire. You have three (3) healthcare options available to you:

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

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

Other options may be available to you if your primary residence is outside the network area.

b) Enrolling in the Healthcare Program:

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

c) Choosing Your Healthcare Option and Coverage Level:

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

Annual enrollments provide you the opportunity to change your healthcare option or coverage level, or smoking/non-smoking status. If you do not enroll by the due date specified, you will automatically be re-enrolled in the same option and at the same coverage level and smoking/non-smoking status you had as of the last day of that calendar year.

d) Contributory Premiums for Employees:

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

The amount of your contribution will depend on the healthcare option and coverage level you select, and whether you or your covered family members are non-smokers and have the non-smoking discounts for that calendar year. Your

spouse and children under the age of 26 are eligible dependents that you may enroll in the Program. Also, children who are totally disabled at the time that they would no longer be eligible for healthcare coverage because of the age limits may be eligible for continued coverage under the Program. Weekly contributions for each coverage level for each healthcare option are shown in the last part of the section that explains that particular option.

e) Eligibility for Non-Smoking Discount:

Open Enrollment each year provides you with an opportunity to declare your smoking/non-smoking status for the following year. You are required to re-select your smoking 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 smoke-free, and 3) you declare yourself and your dependents non-smokers. You are not eligible for the non-smoking status if you and your dependents do not meet all three requirements stated in the above paragraph.

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

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

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

You’re free to receive care from any network provider to qualify for in-network benefits. When you do, office visits are covered at 100% after a co-payment. Preventative 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 <u>12/31/25</u>	After <u>12/31/25</u>
• Preventive Care Office Visit	\$-0-	\$-0-
• Office Visits (PCP)	\$35	\$45
• Office Visits (Specialist)	\$100/50	\$110/55
• Cardiac Rehabilitation	\$-0-	\$-0-
• Physical Therapy Office Visit	\$50	\$55
• Chiropractic Office Visit	\$50	\$55
• Allergy Shots Office Visit	Office Visit	Office Visit
• Prescription Drugs		
• Retail (30-day supply)	\$10/60/130	\$10/60/130
• Mail Order (90-day supply)	\$20/110/250	\$20/110/250
• X-rays, Labs, Diagnostics	20% after deductible	20% after deductible
• Emergency Room	20% after deductible	20% after deductible
• Inpatient Hospital Stay	20% after deductible	20% after deductible
• Outpatient Surgery	20% after deductible	20% after deductible

Here is how your share of the cost for care is determined for those services where 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	2024	2025	2026	2027	2028
Per Person	\$800	\$800	\$1,300	\$1,300	\$1,300
Maximum Per Family	\$1,600	\$1,600	\$2,600	\$2,600	\$2,600

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	2024	2025	2026	2027	2028
Per Person	\$2,500	\$2,500	\$3,600	\$3,600	\$3,600
Maximum Per Family	\$5,000	\$5,000	\$7,200	\$7,200	\$7,200

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

POA	2024		2025		2026		2027		2028	
	Non-Smoker	Smoker								
Employee Only	\$13.11	\$19.67	\$13.90	\$20.85	\$14.73	\$22.10	\$15.61	\$23.43	\$16.55	\$24.84
Employee & Spouse	\$24.01	\$37.76	\$25.45	\$40.03	\$26.98	\$42.43	\$28.60	\$44.98	\$30.32	\$47.68
Employee & Child(ren)	\$24.01	\$37.76	\$25.45	\$40.03	\$26.98	\$42.43	\$28.60	\$44.98	\$30.32	\$47.68
Employee & Family	\$37.14	\$57.39	\$39.37	\$60.83	\$41.73	\$64.48	\$44.23	\$68.35	\$46.88	\$72.45

g) Option 2: Primary Care Physician Select (PCP Select):

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

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

	<u>Through 12/31/25</u>	<u>After 12/31/25</u>
• Preventive Care Office Visit	\$-0-	\$-0-
• Office Visits (PCP)	\$25	\$30
• Office Visit (Specialist)	\$60/30	\$70/35
• Cardiac Rehabilitation	\$-0-	\$-0-
• Physical Therapy Office Visit	\$30	\$35
• Chiropractic Office Visit	\$30	\$35
• Allergy Shots Office Visit	Office Visit	Office Visit
• Prescription Drugs		
• Retail (30-day supply)	\$10/50/110	\$10/50/110
• Mail Order (90-day supply)	\$20/90/210	\$20/90/210
• X-rays, Labs, Diagnostics	20% Coinsurance	20% Coinsurance

- Emergency Room (annual max: \$475/person, \$950/family) \$200
- Inpatient Hospital Stay (annual max: \$475/person, \$950/family) \$500
- Outpatient Surgery (annual max: \$475/person, \$950/family) \$250

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

Year	2024	2025	2026	2027	2028
Per Person	\$250	\$250	\$700	\$700	\$700
Maximum Per Family	\$500	\$500	\$1,400	\$1,400	\$1,400

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

PCPS	2024		2025		2026		2027		2028	
	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker	Non-Smoker	Smoker
Employee Only	\$26.20	\$32.74	\$27.77	\$34.70	\$29.44	\$36.78	\$31.21	\$38.99	\$33.08	\$41.33
Employee & Spouse	\$52.38	\$65.49	\$55.52	\$69.42	\$58.85	\$73.59	\$62.38	\$78.01	\$66.12	\$82.69
Employee & Child(ren)	\$52.38	\$65.49	\$55.52	\$69.42	\$58.85	\$73.59	\$62.38	\$78.01	\$66.12	\$82.69
Employee & Family	\$74.64	\$93.32	\$79.12	\$98.92	\$83.87	\$104.86	\$88.90	\$111.15	\$94.23	\$117.82

h) 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 services you must meet the annual deductible and then pay coinsurance until you meet your annual out-of-pocket limit. After meeting the

annual out-of-pocket limit (which includes the deductible), all covered services are covered at 100% for the rest of the year.

Coverage Level	2024		2025		2026-2028	
	Deductible	Out-of-Pocket Maximum	Deductible	Out-of-Pocket Maximum	Deductible	Out-of-Pocket Maximum
Employee Only	\$1,600	\$2,000	\$1,650	\$2,000	\$1,800	\$2,800
Employee & Spouse Employee & Child(ren) Employee & Family	\$3,200	\$4,000	\$3,300	\$4,000	\$3,600	\$5,600

You can use any in-network, health care provider you wish. You are encouraged to select and use a primary care doctor. If you use out-of-network providers your deductible and out-of-pocket maximum are higher. Listed below are the in-network, coinsurances you will pay after meeting the deductible:

Preventive Care	Covered in full, no deductible
Office Visits (PCP, Specialist, Chiropractic, Physical Therapy, Cardiac Rehab, etc.)	10% after the 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:

PHAP	2024		2025		2026		2027		2028	
	Non-Smoker	Smoker								
Employee Only	\$3.62	\$8.28	\$3.84	\$8.78	\$4.07	\$9.31	\$4.31	\$9.87	\$4.57	\$10.46
Employee & Spouse	\$6.53	\$16.42	\$6.92	\$17.41	\$7.34	\$18.45	\$7.78	\$19.56	\$8.25	\$20.73
Employee & Child(ren)	\$6.53	\$16.42	\$6.92	\$17.41	\$7.34	\$18.45	\$7.78	\$19.56	\$8.25	\$20.73
Employee & Family	\$10.27	\$24.67	\$10.89	\$26.15	\$11.54	\$27.72	\$12.23	\$29.38	\$12.96	\$31.14

Employees that elect the PHAP in any year 2025-2028 will be eligible for a seed deposited into their HSA. The seed will be deposited in 2025, 2026, 2027, and

2028 for Employees enrolled in the PHAP those years. The amount of the seed will be \$600 for Employee Only coverage and \$1,200 for all other tiers.

i) Changes During the Year:

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

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

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

BIW will continue healthcare for employees on a medical LOA and their eligible dependents under the conditions specified in Article 12. Contributions equal to the active employee contribution will be required. Failure to pay these contributions in a timely manner (See Contributory Premiums for Employees), will result in termination of healthcare benefits.

k) Participation and Contributory Premiums for Retirees:

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

l) Participation for Eligible Dependents of Deceased Employees:

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

m) Coordination of Benefits for SSDI/Medicare:

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

n) Joint Committee on Healthcare Costs and Quality:

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

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

o) Changes in Healthcare Plan Design:

As healthcare information and tools to evaluate quality become available to BIW and IGA, 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 IGA will work together in whole or in part in order to provide the health insurance coverage and benefits which are comparable as a whole to the coverages and benefits described in this Agreement.

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

- 1.) If the health benefits provided under this Article fail to meet the requirements of the ACA or subject the Company to penalties, taxes or fines, BIW will provide notice to the IGA. 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 Association'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 3 – Basic Accident and Sickness:

For eligible employees, the Basic Accident and Sickness Plan in effect on November 17, 2024 in the weekly benefit amount of two-hundred and eighty dollars (\$280) will continue unchanged through the duration of the agreement.

Section 4 - Life Insurance Coverage:

a) Basic Life Insurance:

For eligible employees, the Basic Life Insurance coverage in effect on November 17, 2024 in the amount of \$50,000 will remain at that level for the duration of this Agreement.

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

b) Supplemental Life Insurance:

You are eligible for additional life insurance for yourself.

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

- No Coverage
- Coverage at the annual amount of your base wage rate.
- Coverage at two times (2X) the annual amount of your base wage rate.
- Coverage at three times (3X) the annual amount of your base wage rate.
- Coverage at four times (4X) the annual amount of your base wage rate.

- Coverage at five times (5X) the annual amount of your base wage rate.
- Coverage at six times (6X) the annual amount of your base wage rate.
- Coverage at seven times (7X) the annual amount of your base wage rate.
- Coverage at eight times (8X) the annual amount of your base wage rate.
- Coverage at nine times (9X) the annual amount of your base wage rate.
- Coverage at ten times (10X) the annual amount of your base wage rate.

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

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

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

c) Spouse Life Insurance:

Eligible employees may purchase life insurance for their spouse.

You will have several 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. For newly eligible employees evidence of insurability is required for coverage over \$50,000.

If you elect spouse 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.

d) Child Life Insurance:

Eligible employees may purchase life insurance for their child(ren). You will have several 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

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.

Section 5 – Accidental Death & Dismemberment Insurance (AD&D):

a) Basic AD&D:

For eligible employees, on the effective date of this Agreement and for the duration of this Agreement, the AD&D coverage level for eligible employees will be \$45,000.

b) Supplemental AD&D:

Eligible employees may purchase supplemental AD&D coverage.

You will have several 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
- Coverage at \$50,000
- Coverage at \$100,000

- Coverage at \$200,000
- Coverage at \$300,000

If you elect supplemental AD&D, 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.

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

c) Spouse AD&D:

Eligible employees may purchase AD&D insurance for their spouse. You will have several 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

If you elect spouse AD&D 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.

d) Child AD&D:

Eligible employees may purchase AD&D insurance for their child(ren). You will have several 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

If you elect child AD&D 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.

Section 6 – Business Travel Accident Insurance:

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

Section 7 – Vision Care Plan:

You are eligible to participate in a vision care plan. There are two plan options, Basic and Premium, which provide coverage for eye examinations, lenses, frames, and contact lenses.

You will have 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 – Flexible Spending Accounts (FSA):

a) Health Care FSA:

This is a special account where the money in the account may be used on a tax free basis for almost any un-reimbursed expense related to medical, dental, or vision coverage for you, your spouse, or your dependents. For example, you can use the money to be reimbursed for deductibles, co-insurance, and co-payments under an established plan (like the BIW healthcare program or 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 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 \$640 for use in the following year. Any amount beyond \$640 will be forfeited; notwithstanding that you have ninety (90) days after the end of the year in which to file receipts for services that were rendered in that year. See the BIW Benefits Department for a complete list of eligible and ineligible expenses.

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

b) Dependent Care FSA:

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

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

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

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

c) Commuter FSA:

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

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

Section 9 – 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 (e.g., 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.

Section 10 – 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 IGA remain encouraged to maintain a healthy lifestyle, BIW will reimburse funds up to two-hundred and fifty dollars (\$250) to be used for fitness related expenses such as gym memberships, health classes, martial arts classes, and purchase of home exercise equipment. Reimbursement will require completion of a reimbursement form (provided by BIW) and appropriate documentation of the expense (e.g., a receipt). Reimbursement is subject to all applicable taxes and withholdings.

Section 11 – Dental Program:

You will be eligible to participate in a dental program. There are two plan options, Basic and Premium, which provide 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.

Article 16
EMPLOYEE PENSION PLAN

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

For eligible employees retiring on and after January 1, 2017, the monthly normal pension payment under said plan shall be equal to the sum of (A) plus (B) plus (C) below where:

- (A) Equals forty-five (\$45) dollars multiplied by the number of years and tenths-of-a-year of an employee's credited service before January 1, 2013, plus
- (B) Equals fifty (\$50) dollars multiplied by the years and tenths-of-a-year of an employee's credited service during the period January 1, 2013 through December 31, 2016.
- (C) Equals fifty-four (\$54) dollars multiplied by the years and tenths-of-a-year of an employee's credited service on and after January 1, 2017.

For eligible employees who elect an early retirement benefit, their monthly normal pension payment shall be reduced by 4.8% for each year (prorated for partial years) between age sixty-five (65) and the date the benefit begins.

Employees whose uninterrupted, continuous service began on or after January 1, 2013 are not eligible for the Pension Plan

Section 2 – Changes:

In the event any changes made pursuant to Section 1(c) above require changes in the benefits structure of the Plan as applicable to employees included thereunder or would change the amount of the contribution made or to be made by BIW thereunder, such changes shall, at the request in writing of either BIW or the Association be subject to negotiation. If within sixty (60) days following the date of any such requests, BIW and the Association cannot agree upon the changes, this Article of this Agreement shall be void and the Plan shall be terminated as provided in the General Dynamics Corporation Master Retirement Plan Supplement.

Article 17
NO DISCRIMINATION

Section 1 – No Discrimination:

- a) Neither BIW nor the Association will discriminate against any employee or applicant for employment because of race, age, ancestry, religion, color, gender identity, sex, sexual orientation, national origin, marital status, familial status, physical or mental disability, genetic information, veteran status, or membership in any lawful organization.
- b) BIW will not discriminate against any employee by reason of their membership in the Association or by reason of any Association activity on the part of the employee not in contravention of any provision of this Agreement.

Article 18
GRIEVANCE PROCEDURE

Section 1 – Definition:

Wherever used in this Agreement, the term "grievance" shall mean any difference or dispute raised by any employee(s) or the Association regarding the intent, interpretation, or operation of any provision of this Agreement.

Section 2 – Lowest Level Resolution:

Any employee(s) having a grievance, or one designated employee of a group of employees having a grievance, shall first discuss the grievance with the Department Head or their designee, or the employee may arrange for a Representative from the Association to be present with them when the grievance is discussed with the Department Head or their designee. The Association representative in any event shall be given the opportunity to be present at the time of any adjustment of the grievance by the Department Head or their designee.

Section 3 – Grievance Procedure:

- a) If the grievance is not adjusted by the Department Head, or their nominee, within two (2) working days, it shall be reduced to writing and signed by the

employee(s) involved in the grievance and submitted by the Association representative to Labor Relations within three (3) working days thereafter.

- b) If the grievance is not adjusted by Labor Relations within three (3) working days, thereafter, then within ten (10) working days thereafter the grievance shall be discussed at a meeting of the Grievance Committee of the Association and the Director of Labor Relations, or their designee.

Section 4 – Arbitration:

- a) If within five (5) working days thereafter, no adjustment is reached, then within five (5) working days thereafter, the Association shall advise BIW in writing if it desires to submit the grievance to arbitration.
- b) In case BIW shall contend that an alleged grievance is not a proper subject for arbitration, the matter shall, nevertheless, 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.
- c) 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 the time frames prescribed by Sections 3 and 4. There shall be one Arbitrator selected in accordance with the procedures of the American Arbitration Association. A request for arbitration is to be submitted to the American Arbitration Association within ninety (90) working days from date of the notice of intent to arbitrate.
- d) The Arbitrator shall make their own rules of procedure. Their decision shall be in writing and shall set forth what relief, if any, shall be granted. A decision of the Arbitrator shall be final and binding, except that they shall have no power to alter or modify the terms of this Agreement.
- e) In any disputed matter the records of BIW shall be deemed to be correct, unless other evidence shall be introduced. If other evidence shall be introduced, then the Arbitrator shall view the whole of the evidence and weigh the same in such manner as shall, in their judgment, be wise.
- f) The decision of the Arbitrator shall be final and binding upon BIW and the Association 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.
- g) The cost of the Arbitrator and administrative costs of the arbitration shall be shared equally between the Company and the Association. The Company

and the Association shall each bear their respective costs of those in attendance at the arbitration.

Section 5 – Timeframes to File a Grievance:

- a) An employee of BIW who wishes to present a grievance to BIW must present such grievance within a period of seven (7) working days following their termination of employment from BIW, unless such grievance has been initiated by the employee prior to such termination.
- b) Failure to file a grievance within thirty (30) calendar days of the date on which the fact or event on which it is based shall have existed, or occurred, shall be construed and deemed to be an abandonment of the grievance except as otherwise herein limited in Section 8 of this Article; or when an employee is unable by reason of physical or mental incapacity to file a grievance within thirty (30) calendar days from its occurrence or latest existence. The thirty (30) calendar days period shall not commence until the physical or mental incapacity of the employee ceases or ends.
- c) 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.
- d) A written notice to a member of management within the Security Department whose receipt is acknowledged by a signature from that member of supervision will constitute notification of the filing of a grievance under the terms of Sections 5a and 5b. It is understood that such written notification must be acknowledged within the seven (7) or thirty (30) calendar day periods required under Sections 5a and 5b.

Article 19
NOTICES

Any notice to BIW shall be given via the Director of Security or designee. Any notice to the Association shall be given to its President, its Secretary, or designee.

The Association by its Secretary shall furnish BIW with a list of the names of all persons authorized to represent the Association in its dealings with BIW.

Any notices from Security Management relating to the department will be provided prior to posting to the President or their designee whenever possible.

Article 20
DISTRIBUTION OF LITERATURE AND PAMPHLETS;
BULLETIN BOARDS

There shall be no distribution of pamphlets, advertising, or political matter, or any kind of literature on BIW property without the approval of the Director of Labor Relations, or designee.

BIW shall maintain sufficient bulletin boards at all Association staffed facilities for use by the Association for posting notices, but such notices must be approved by the Director of Security or designee.

Article 21
JURY, WITNESS, AND MILITARY PAY

Section 1 – Jury Duty Pay:

An employee shall be excused from work and paid an adjustment for each regular working day during the normal workweek they serve on a jury. The amount of the adjustment for each day they serve shall be the difference between their regular hourly base rate times the number of hours in a regular shift, less the payment they receive for jury duty. An employee will be entitled to an adjustment while serving on a jury only if they make application therefore to BIW and presents a statement in writing from the court as to the period of time served and the amount of payment made. An employee serving on jury duty will, to the extent feasible and practicable, be carried on the duty schedule in a special assignment capacity.

Section 2: Witness Pay:

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

Section 3 Military Pay:

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 and allowances for fourteen (14) days of such training and the amount they would have received in wages at their normal rate for ten (10) work days in two (2) normal weeks or seventeen (17) days of such training and the amount they would have received in wages at their normal rate for twelve (12) working days in two and two-fifths (2-2/5) normal workweeks. To be eligible to be paid under this provision, the employee must submit the record of service and pay completed by their Commanding Officer, or other authorized person.

Article 22
BEREAVEMENT

Section 1 – Compensation:

You will be compensated for your regular shift at straight time for each day’s absence during the scheduled workweek as follows:

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

Section 2 –Notice:

An employee shall be entitled to such pay only if they make application therefore to BIW.

Section 3 – Additional Paid Days:

An employee absent as provided herein above may elect to take additional days off, which, upon the request of the employee, shall be charged against their entitled compensated time off.

Section 4 – Additional Unpaid Days:

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

Section 5 – Pallbearer:

A person who is a pallbearer for a family member or an inactive Association member will be allowed one (1) day off (the day of the funeral). A person who is a pallbearer for an active Association member will be allowed one (1) day off with pay (the day of the funeral).

Article 23
SAVING CLAUSE

Should any part or any provisions herein be 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 Government agency, including the National Labor Relations Board, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. Upon such invalidation BIW and the Association agree to meet immediately and negotiate substitute provisions for such parts or portions declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

Article 24
GOVERNMENTAL REGULATIONS

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

Article 25
STRIKES, WORK STOPPAGES, AND LOCKOUTS

There shall be no lockout of employees and no strikes, stoppages, or slowing down of work during the life of this agreement. BIW and IGA reserve their rights to seek all remedies under law if this provision is violated.

Article 26
GENERAL DYNAMICS 401(k) PLAN

The BIW matching contribution in 401(k) Plan of \$1.00 on every dollar you defer up to the first 5% of straight time pay will continue unchanged through December 31, 2027. Effective the first paycheck in January 2028, BIW's matching contribution will increase to one dollar (\$1.00) on every dollar you defer up to the first 6% of straight time pay.

1. All matching contributions, both retrospective and prospective, will be 100% vested, and
2. Through December 31, 2027, 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.
3. Effective January 1, 2028 new hires and rehires will be auto enrolled with a contribution of 6% into the default investment fund selected by the Plan Administrator for auto enrollment under the Plan.

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

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

Article 27

ATTENDANCE AT WORK

Purpose:

Your attendance at work is vital and expected. We have adopted attendance at work policies that allow for reasonable accommodation of circumstances that might cause you to be out of work. Through fair and consistent administration of these policies, we will achieve our goal to maximize attendance at work.

Section 1 – Excused Absence Codes:

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

03	Company excused	18	Military duty
4D	Death in family	18F	Family Military Leave
4DP	Death in family paid	21	Elected Officials
7W	Weather	22	Company paid witness duty
09	Yard injury	23	On-call fireman
09L	Yard injury FMLA	24	Uncompensated time off, FMLA
12	Suspension	25	Other Excused Time Off as Required by Law
13	Union business	26	Accident and sickness
15	Compensated time off	26L	Accident and sickness, FMLA/ADA
15L	Compensated time off, FMLA	44	Company paid union business
FHL	Floating Holiday	46	Unpaid Union Time
17	Jury Duty		

Section 2 – Unexcused Absence Codes:

- Unexcused absences will be coded as 06 Personal business.
- In the event an employee exceeds the 10.5 day call in limitation, the time will be converted to code 06 (personal business).

Section 3 – Family Medical Leave (FML):

- State and Federal FML qualifying event(s) will be administered in accordance with the provisions of that law.
- FML will be appropriately designated to run concurrent with other forms of qualifying leave.

Article 28

RULES OF CONDUCT

Purpose:

The primary purpose of BIW's disciplinary system is to serve as a corrective, not punitive tool; it is intended as a means to improve substandard performance or correct improper behavior. It is not intended for the purpose of building a record against any employee. It is recognized that, by function of their assigned tasks, IGA employees carry a high level of responsibility for the security and safety of other BIW employees.

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

Administration:

- Discipline will remain on your record for one (1) year from date of issuance.
- If discipline is withdrawn from your records, only those days/hours excused will be removed.
- If an employee is not present at work, BIW may issue the proper discipline through USPS mail (with copy to IGA President).
- A Union Representative must be notified for each of the disciplinary steps.

SECTIONS

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

One (1) Association Representative will be present for each counseling or written warning. Two (2) Association representatives will be present for any disciplinary action of suspension or greater.

SECTION I – Counseling:

The following offenses may result in formal counseling (not grievable). Second violation may result in written warning. Third violation may result in suspension up to three (3) days. Subsequent violation may result in discharge.

A. Repeated failure to clock on/off

Every employee is required to clock on/off the job and enter the required WFM charging, safety talks and/or code information.

B. Entering a restricted area

Employees are not to enter restricted areas without proper authorization.

C. No Report

Employees are required to report an absence through the Shift Sergeant or designee within two (2) hours of the start of shift. For absences of five (5) consecutive workdays, employees must communicate with their Supervisor, or designee, at least weekly.

D. Housekeeping/Hygiene

Employees are expected to maintain their worksite and maintain personal hygiene in a manner which is non-offensive to other employees. This includes maintaining uniforms in a professional manner. All Security Guard personnel shall be properly groomed. All hair shall be neatly trimmed and not scruffy in appearance. Facial hair must not grow longer than half (1/2) of one inch and must not extend over the lip. Pierced jewelry is authorized and is limited to two (2) studs per ear. All other jewelry must be hidden by the uniform.

E. Smoking - Tobacco Products

Any violation of SP-02-24

F. Quality/Quantity of Work

Employees are expected to complete all current assigned tasks, and perform a reasonable days work of high quality.

G. Job Start/Productive Use of Time

Employees are expected to be at their appointed post in uniform at the start of the shift and remain productive in their use of time while on duty.

H. Safety

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

I. Leaving Plant/Failure to Return

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

J. Horseplay

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

K. Physical Examination

Employees may be required to submit to a physical exam by BIW physician or the employee's physician as a matter of protection. Employees absent due to sickness or injury for five (5) consecutive days or more will report to First Aid and then your supervisor prior to starting work on the day of return.

L. Terms of this Labor Agreement

All employees are required to observe/comply with the terms of this Labor Agreement and departmental operating procedures.

SECTION II – Written Warning:

The following offenses may result in a written warning. Second violation may result in suspension up to five (5) days. Subsequent violation may result in discharge.

A. Absenteeism

Regular and punctual attendance at work is vital to the success of our organization. We collectively join in our commitment toward improving attendance at work. Unexcused absences are not acceptable. Absenteeism constitutes any absence in excess of the two allowed occurrences in Article 14, Section 6.

B. Others Equipment/Company Equipment

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

C. Negligent/Mistakes

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

D. Malicious Statements

It is inappropriate conduct to make derogatory or malicious statements toward any employee, visitor, or BIW.

E. Misuse of Property

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

F. Overtime Commitment

Employees who are selected for overtime work are expected to fulfill that commitment. Habitual failure may result in disciplinary action under this section (In excess of two (2) occurrences in a twelve (12) month period.). Late, no show, early departure.

SECTION III – Suspension:

The following offenses may result in suspension up to five (5) days. Subsequent violations may result in discharge.

A. Refusal to Cooperate/Dereliction of Duties

Refusal to cooperate, show badge or pass to any supervisor, management or security or altering of badge or pass, interfering with or refusal to cooperate with Security or Safety in the performance of their duties, or neglect towards performance of assigned duties.

B. Negligent Disregard of Instructions

Negligent disregard of instructions which affect the safety of any person or result in damage to property or disregard for red tape barriers is a serious matter.

C. Creating a Disturbance

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

D. Illegal Gambling

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

E. Insubordination

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

F. Dozing/Failure to Remain Alert

Employees are required to remain alert and attentive to the duties at hand while on the job.

SECTION IV – Discharge:

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

A. Violent Conduct

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

B. Committing a Nuisance

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

C. Fraud

Engaging in or knowingly benefiting from any activity for the purpose or with result of causing unearned or unwarranted payment or benefits to himself or any other person, unauthorized altering of any document, falsification of any record or intentional omission of fact will not be tolerated.

D. Post Abandonment

Employees are not permitted to leave their post for any duration unless authorized by their supervisor.

E. Badges

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

F. Employment Abandonment

Employees absent for five (5) consecutive workdays without satisfactory excuse.

G. Unauthorized Possession

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

H. Drugs/Alcohol

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

I. Theft/Damage

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

J. Habitual Offender

Accumulation of four (4) or more disciplinary steps within a twelve (12) month period (formal counseling is not a disciplinary step).

K. Sleeping

All employees are required to stay awake while at work.

L. Discrimination and/or Sexual Harassment

BIW will not tolerate discrimination or sexual harassment of or by its employees. Such behavior constitutes a severe infraction of BIW policy and, as such, may be grounds for disciplinary action, up to and including dismissal.

M. Under the Influence

It is a violation of this rule to be on company premises under the influence of alcohol (greater than .00), illegal drugs (under state or federal law), or non-prescription drugs or refuse to submit to a test, where probable cause exists to determine if under such influence and/or when asked to test in accordance with the random testing policy.

N. Engaging in Criminal, Indecent, Immoral or Dishonest Conduct

Engaging in criminal, indecent, immoral or dishonest conduct that casts the department in a negative light or compromises the integrity of the

department or undermines the effectiveness of the department's activities or employee performance, whether on or off the job.

NOTES:

- Last chance agreement; BIW and the Association reserve the right to negotiate a "last chance agreement" when it is deemed appropriate.
- When at issue, it is the intent of the Company to evaluate the difference between sleeping and dozing. Employees believed to have been sleeping will be suspended pending investigation, and discipline will be administered in accordance with the investigative findings within five (5) business days.
- Management reserves the right to develop/adopt and to implement a random drug/alcohol testing program, provided such program has been approved by the State of Maine. This may include categorizing the IGA membership as "Safety Sensitive" under the existing policy. The Company agrees to involve the IGA to discuss any such testing program and provide relevant information at least 30 calendar days prior to implementation. The Company will in good faith consider any concerns brought forward by the IGA prior to implementation. BIW may update the program from time-to-time and will remain compliant with governing law regarding random testing, and will inform the IGA in advance of any such updates or changes.
- Management reserves the right to place employees on suspension pending investigation for violation of Section IV, N, Engaging in Criminal, Indecent, Immoral or Dishonest Conduct, until such time as sufficient information is available to determine the appropriate level of discipline, if any. A personal leave of absence, in accordance with Article 29, Section 2, may be used as an alternative to suspension pending investigation in the event limitations related to such conduct restrict an employee's ability to meet the requirements of Schedule A.

Article 29

DUTIES AND RESPONSIBILITIES

Section 1 – Duties and Responsibilities:

Security Officer qualifications, duties and responsibilities are outlined in Schedule A subject to Management's right to promulgate reasonable rules and regulations pursuant to Article 2 of this Agreement.

Section 2 – Personal Leave of Absence:

- a) In the event an employee limited in the performance of their duties in accordance with Schedule A does not qualify for a medical leave of absence (e.g., restricted by legal proceedings from using firearms, loss of security clearance), the Company reserves the right to place the employee on an unpaid personal leave of absence for a period of time to allow the employee to resolve the limitation.
- b) Return to work will be conditioned on providing evidence that the limitation has been resolved to Management's satisfaction.
- c) While on an unpaid personal leave of absence, the employee will not accrue vacation and, if the leave extends beyond the end of the calendar month in which the employee last worked, will not be eligible for BIW paid healthcare continuance under Section 5 above. Employees may elect to use accrued compensated time off at the beginning of any such leave prior to beginning of the leave of absence.
- d) In the event the employee is unable to resolve the limitation within a reasonable period of time the Company may separate the employee.

Section 3 – Administrative Leave After Deadly/Non-Deadly Force:

Security Guards that are directly involved in a deadly/non-deadly force incident while engaged in the line of duty on behalf of the Company may be placed on paid administrative leave at their current base wage rate of pay and the applicable while assigned and/or engaged rates until such time the Director of Security or their designee and the Medical Director or their designee clears them to return to active duty.

Section 4 – Internal Investigations:

Internal investigations will be conducted by non-Association members.

Section 5 – Ship Familiarization:

BIW will provide all new Security personnel assigned to the gates with adequate familiarization of the ships in case of emergencies requiring them to respond to a shipboard problem.

Article 30
UNIFORMS

Section 1 – Security Officers:

A. For new Security Officers, BIW will provide an initial uniform allotment as follows:

3 pair	5.11 Tactical Stryke (Khaki) Pants or similar color/style approved by the Director of Security
3	5.11 Polo or Blauer Class “A” Summer Shirts (long or short sleeve)
3	5.11 or Blauer Class “A” Winter Shirts
1	5.11 “5 in 1” Summer/Winter Jacket
1	Raincoat or rain suit
1	Baseball cap
2	Full neck or Mock Turtleneck shirts
1 pair	Lined gloves
6 pair	Black socks
1	Gun Belt
1	Approved holster
1	Handcuff case
1	Magazine pouch
1	OC spray pouch
1	Key holder
4	Belt keepers
1	Flashlight
1	Name Plate

B. After the initial uniform disbursement, Security Officers will be given a \$600 annual clothing allowance after the employee’s first year of service. Employees will be required to maintain their uniforms to

- conform to uniform requirements.
- C. Each Security Officer will be provided with one pair of ANSI approved black shoes or boots (maximum value \$175) per year.
- D. Uniform selection will be jointly approved.

Section 2 – Communications Specialists:

- A. For new Communications Specialists, BIW will provide an initial uniform allotment as follows:

3 pair	5.11 Tactical Stryke (Khaki) Pants or similar color/style approved by the Director of Security
3	5.11 Polo Shirt (long or short sleeve)

- B. After the initial uniform disbursement, Communications Specialists will be given a \$250 annual clothing allowance after the employee’s first year of service. Employees will be required to maintain their uniforms to conform to uniform requirements.

Section 3 – Safety Glasses:

Where required, ANSI approved safety glasses shall be worn at all times. Should you damage or crack your prescription glasses while at work, your prescription glasses will be replaced at the BIW Employee Store upon presentation of the damaged or cracked glasses to be replaced. There is no cost to you except for the prescription obtained from your optometrist for your glasses.

Article 31
SCHEDULING

Section 1 – Staffing:

Both parties recognize the importance of appropriately staffing positions within the bargaining unit in order to provide a safe workplace and comply with the requirements of the customer(s).

Section 2 – Quarterly Schedule:

A quarterly work schedule will be developed by the Director of Security or their designee. The quarterly schedule will be developed in accordance with the following:

- A. Association employees will have a schedule consisting of consecutive work days and consecutive days off.
- B. Association employees will be polled by the duty sergeants for preferences of days off two (2) weeks prior to the end of the quarter. Absent employees may submit preferences remotely or prior to their absence.
- C. The quarterly schedule will be based on employee's stated preferences, filling openings by shift, by seniority (e.g., the highest seniority employee by shift will receive their first priority selection for days off). Each quarter the seniority will rotate by employee, by shift. In the event any shift does not have adequate Sergeant coverage, the Director of Security or designee, may reschedule the least senior Sergeant to provide coverage.
- D. The Association will create a working group of Association Officers who will collaborate with the Security Director or their designee, for the purpose of creating and implementing an alternate Security Department work schedule, including changes to hours of work and number of work days.
- E. The Director of Security retains the right to approve and implement an alternate Security Department schedule after convening the working group and fully discussing the options.

Section 3 – Weekly Shift Assignments:

- A. The schedule for weekly shift assignments will be created by the duty sergeants using the corresponding quarterly schedule. The schedule for weekly shift assignments will be posted no later than 2:00 p.m., Thursday, one week preceding the start of the schedule.
- B. Once all straight time schedules are filled, additional needs will be filled with overtime by the employees "off" days on a rotational basis utilizing seniority by shift (most senior to least senior.) Overtime will be filled in a way to work employees fairly on overtime with every effort made to schedule additional work days evenly across the board before scheduling employees to work one or more additional work days. When possible,

employees will have the opportunity to sign up for open shifts before forcing employees to work overtime.

- C. Employees assigned to a shift with unfilled assignments have priority over employees from other shifts when signing up for overtime.

Section 4 – Call-in Process:

A. Security Department

a. Order of Call-in:

- i. When a messaging system is used for filling overtime, vacancy will be filled by overtime (lowest to highest, preference given to “off” days first) for first hour after message sent. After the first hour, first call, first assigned.
 - ii. Volunteers from employees with a scheduled day off (employees from the shift to be covered will have priority)
 - iii. Mandatory overtime to be covered in accordance with the “forced-over” list from the shift prior to the one where the need exists
- b. A “forced-over” list will be created for each shift with all employees by seniority
 - c. Use of the “forced-over” list will be by seniority (least senior to most senior) by rotation. If an employee is absent they will be skipped and placed back on first priority rotation.
 - d. We will not work Association Members more than eighteen (18) hours in a row.
 - e. No Association Member will be forced to work consecutive double shifts. Association Members will take a thirty (30) minute break between consecutive shifts.
 - f. The intent is to cover a full shift. During the call-in process the Sergeant will ask if anyone is willing to work half of the shift. However, anyone willing to work the full shift will be given the first option over those wishing to work half of the shift. If a volunteer cannot be found for the entire shift, two volunteers to work half of the shift will split the entire shift in half. If the entire shift cannot be covered by volunteers, then the employee who is next in line (least senior to most senior) on the “forced-over” list will be used.
 - g. If an emergency occurs and an officer has to leave their shift and less than four (4) hours of work are remaining, the call-in procedure will be utilized.

- h. If an unexpected event becomes known after the quarterly schedule is issued, the call-in process will be followed if the event is four (4) hours or longer in duration. For needs less than four (4) hours, the call-in procedure will be utilized.

Section 5 – Call Outs:

The Association and BIW agree that Management will consider requests for compensated time off for days off without using the ten and one-half (10.5) day call in limitation when the employee has provided at least seven (7) days' notice regarding needs not known when the schedule was issued. These requests will be considered on a case-by-case basis but are expected to provide as much notice as practical.

Section 6 – Shift Reassignment:

BIW will provide a shift reassignment if an Association employee is incurring an undue hardship as a result of their current shift assignment. Such a reassignment will be at the discretion of BIW and will only be granted when no other undue hardship will result from the reassignment.

Section 7 – Shift Change within Classification:

For any shift change within a classification with a duration of longer than fifteen (15) days, management will provide a seven (7) calendar day notice to an employee and the Association, except in the case of national or Company security threat or emergent circumstances.

Section 8 – Swap Shifts:

Employees may, with advance notice and approval from the Director of Security or designee, agree to swap regular shifts. Approval will not be unreasonably withheld.

Section 9 – Call-in Rotation:

In the event an Association member is missed for a Call-in rotation, the employee missed will be assigned first to the next available Call-in.

Section 10 – Emergent Shift Coverage:

For emergent shift coverage, a messaging system will be used. Priority will be given to first response received.

Article 32
SUBCONTRACTING

The company intends that the present number of employees will not be reduced through subcontracting.

It is not the Company's intent to replace bargaining unit employees, or use subcontractors if there are employees laid off involuntarily. Furthermore, the Company does not intend to use subcontractors on an ongoing basis in place of long term hiring.

This expression of intent is intended to convey the Company's good faith desire to continue to invest in the training and development of its own employees, and to prefer those employees to those of subcontractors insofar as that desire is compatible with good business judgment.

Section 1 – Parking Lot Attendants:

BIW may hire, on a part-time basis only, persons to act as parking lot attendants for the express purpose of parking and directing cars and other general parking lot attendant duties. Parking lot attendants will not ticket vehicles.

Section 2 – Off-site Work:

BIW will consider Association personnel for off-site work of the type normally accomplished by Association personnel at BIW. BIW reserves the right to make other arrangements after first discussing the matter with Association officials.

Section 3 – Subcontracting:

The Company may contract out bargaining unit work, provided the contracting out does not directly result in the layoff of any regular, full-time employee represented by the Association. At no point will subcontract or contract employees (combined)

exceed 10% of the bargaining unit. The Company will provide the Association with 30 days' notice of any such contracting plan to enable to parties to jointly explore options other than subcontracting. Both parties recognize that other options would need to satisfy both parties' interest to accomplish the work in the most efficient and economical manner possible, while preserving bargaining unit work to the greatest extent possible. When the timeline above is not possible, the parties will work through this section within the available time frame.

Section 4 – Extenuating Circumstances:

The parties recognize that extenuating circumstances may arise such as a terrorist threat, that would require significantly increased shipyard protection measures to be implemented. To the extent there are no Association-represented employees on layoff who could do the available work, and for periods not to exceed thirty (30) calendar days, a non-Association-represented employee (regular BIW employee) may perform shipyard protection work in conjunction with a regular member of the bargaining unit under these extenuating circumstances. The Association will receive as much advance notice as practical prior to such loan.

Article 33

CHANGE IN BUSINESS OPERATIONS

Section 1 – Mission Statement:

The parties recognize that significant changes to BIW's present manner of providing security services may be necessary if the customer(s) does not require a fully armed security force and security protection currently performed, and that changes may impact the IGA classification's market comparison. The purpose of this Article is to establish a process whereby the parties, working together, subject to review by an arbitrator, can meet changed expectations in a manner that meets or enhances the competitive needs of the business while preserving jobs for the IGA. This Article is not intended to supersede any existing provisions of the collective bargaining agreement governing the performance of existing expectations and criteria, except by agreement and/or arbitral determination.

The IGA agrees to support these efforts in good faith and the Company commits to make a good faith effort to preserve work for the bargaining unit without unnecessarily invoking this procedure. Circumstances may arise that may compel

the Company to explore alternatives to current Association security services. If these circumstances arise, it shall be governed by this Article.

Possible changes that may trigger this Article could include such actions such as a customer(s) change in manning requirements, a customer(s) change in policy regarding fully armed Security Officers requirements. The parties recognize that there may be changes in business operations beyond these examples that significantly impact the manner in which the IGA operates.

Section 2 – Process:

The Company shall notify the Association of a change in condition warranting discussion under this article within thirty (30) days of such a change. This notice will trigger the process outlined below.

The parties agree that upon such notification, they will promptly meet and negotiate in good faith over possible solutions which would position BIW in a more favorable competitive position. BIW agrees to supply the Association 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.

Possibilities to meet the collective challenges could include the following:

A. Subcontracting Arrangements

The Parties recognize that in order to remain competitive, it may be necessary to subcontract certain amounts of the BIW scope of work. In the event this Article is invoked, Article 32-Subcontracting, Section 3 shall not apply. 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.

B. Use of Contract Employees

The parties recognize that, in some cases, and for some contract opportunities, the use of contract employees, at competitive market rates, may increase the Company's competitive status.

BIW agrees to consider alternatives to A that would allow the IGA to continue to perform the scope of work currently performed by the bargaining unit. These alternatives will be mutually fashioned in a way to meet the challenge created by the change in business conditions.

C. Collective Bargaining Agreement Adjustments

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

Section 3 – Dispute Resolution Process:

If the parties are unable to reach agreement after thirty (30) days from date of notification, the Company shall provide the Association 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 above. The Association may elect, upon notification, to refer the matter to the Association President and the BIW Vice President of Human Resources 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 direct referral to expedited arbitration.

Under expedited arbitration, the parties agree to a hearing within five (5) days, present both parties cases to the arbitrator within 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 IGA represented employees to perform bargaining unit work under the terms and conditions of the collective bargaining agreement as well as the Company's competitive justification. 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 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 4 – Effects Bargaining:

If the implementation of collective bargaining agreement changes above results in changes to the terms and conditions of employment then the Company and Association shall meet and negotiate over the effect of such adjustments on the employees engaged in or affected by the work in question.

Article 34
DURATION OF AGREEMENT

Section 1 - Term of Agreement:

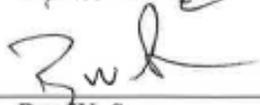
The foregoing sets forth the Agreement between BIW and the Association in respect to rates of pay, wages, hours of work, and other conditions of employment of the employees in the bargaining unit herein before defined, and shall remain in full force and effect to and including the 14th day of May 2028.

Section 2 – Notice:

Either party may within the ten (10) calendar days preceding sixty (60) calendar days prior to the expiration date of this Agreement serve a written notice upon the other of its desire to terminate or modify this Agreement.

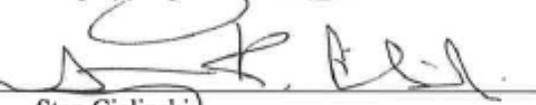
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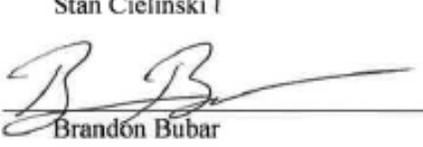
By 
Charles F. Krugh President

By 
Ray W. Steen Vice President, Human Resources

By 
Seth Fairbanks Director, Labor Relations

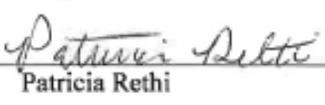
By 
Gregory Hughes Director, Security

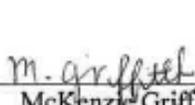
By 
Stan Cielinski Manager, Security Operations

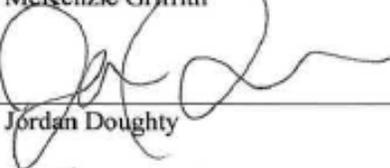
By 
Brandon Bubar Manager, Human Resources

By 
Jessica Calder Manager, Finance

By 
Joey Johnson Section Manager, Labor Relations

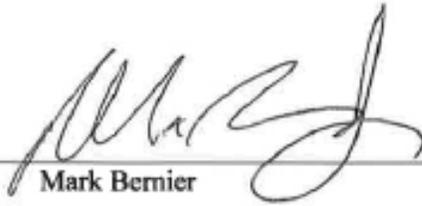
By 
Patricia Rethi Principal Specialist, Benefits

By 
McKenzie Griffith Legal Specialist, Labor Relations

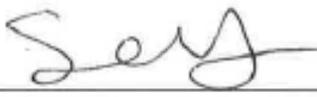
By 
Jordan Doughty Specialist, Labor Relations

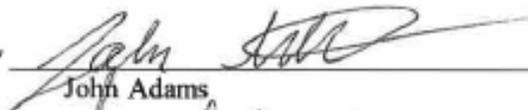
By 
Vanessa Snyder Business Partner, Human Resources

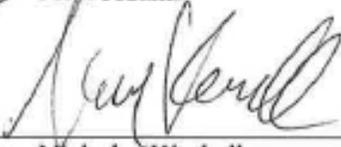
SIGNATURE PAGE
INDEPENDENT GUARDS ASSOCIATION

By  _____ President
Mark Bernier

By  _____ Vice President
Christopher Carlton

By  _____ Secretary
Sean Clement

By  _____ Treasurer
John Adams

By  _____ Trustee
Nicholas Kimball

By  _____ Trustee
Joseph Martell

Schedule A
ASSOCIATION RESPONSIBILITIES,
DUTIES, AND QUALIFICATIONS

This schedule is not intended to capture every qualification, duty or requirement that an Association Employee may be required or directed to adhere to in their given role.

I. COMMUNICATIONS SPECIALISTS

A. Job Qualifications and Requirements

1. Communications Specialists will be required to participate in ongoing Company provided trainings.

B. Job Duties and Responsibilities

1. Serve as the primary contact for receiving and responding to emergent and non-emergent calls from BIW employees, outside vendors, government and guard force personnel via available systems.
2. Monitor facilities, doors, building perimeters and sensitive areas utilizing BIW systems.
3. Effectively communicate and relay information to appropriate personnel in a timely capacity, while prioritizing emergent and non-emergent events.
4. Perform other related duties as required.

II. ALL SECURITY OFFICERS

A. Job Qualifications and Requirements

All qualifications and requirements, job duties and responsibilities as defined in Section I and the following:

1. Maintain a Secret Security Clearance.
2. Maintain their Firearms Qualifications in accordance with BIW Security Department's Firearms Policy.

3. Stay informed of the Navy's threat level and perform their duties in accordance with the FPCON Instructions and Checklist.
4. Participate in Company provided training to include, but not limited to, boat handling, blood borne pathogen, use of deadly/non-deadly force and items contained in the BIW Business Continuity Plan and Security Officers Manual.
5. Undergo periodic health and wellness exams and be able to meet minimum physical and psychological requirements as established by the BIW Medical Department.
6. Comply with, and be informed of the requirements of OSHA mandated medical surveillance.
7. All Security Officers seeking promotion are required to report any certifications, licenses, continuing education, to the Director of Security or their designee.
8. *All Security Officers are required to report any court orders or convictions to the Director of Security or designee.

B. Job Duties and Responsibilities

1. Ensure all foot and vehicle traffic entering BIW property has proper authorization.
2. All vehicles entering or exiting BIW facilities will be documented on the appropriate Vehicle Log. All material, tools, equipment, scrap, etc. leaving BIW Facilities will be monitored by Security Officers (including lunch box/back pack, etc. checks) to ensure all policies and procedures are followed.
3. Provide shore side and/or waterborne security patrols of the naval restricted area 24 hours a day and 365 days a year.
4. Monitor security cameras, turnstiles, facility entrance/exit points and perimeters at all BIW Facilities to ensure non-authorized personnel do

not access any BIW Facility. Regular patrols will be performed by Security Officers.

5. Respond to incidents and complaints observed or reported to security while maintaining adequate post coverage, as well as, monitor all telephone and radio calls, gather necessary information and forward information internally or to outside agencies as appropriate.
6. Enforce Parking Policies and No Drive Time Rules.
7. Perform other related duties as required.

III. SERGEANTS

A. Job Duties and Responsibilities: Armorer

All qualifications and requirements, job duties and responsibilities as defined in Sections I, II and the following:

1. Attend armorer school(s) and related training approved by the Director of Security or their designee.
2. Ensure all Department firearms receive proper preventive and regular maintenance.
3. Inspect and make necessary repairs of Department's firearms to the standards required by the manufacturer's warranty and within scope of Armorer's training.
4. Log any firearm deficiencies and maintain a record of individual weapons.
5. Ensure Officers properly maintain their assigned weapons.
6. Regularly inspect Department rifles and ammunition storage locations to ensure in proper operational condition and properly stocked.
7. Work with the Director of Security or their designee to manage the Company's firearm and ammunition inventory.

8. Provide support during firearm training.
9. Perform other related duties as required.

B. Job Duties and Responsibilities: Training Sergeant

All qualifications and requirements, job duties and responsibilities as defined in Sections I, II and the following:

1. Execute new officer training program and other departmental trainings as assigned.
2. Perform other related duties as required.

C. Job Duties and Responsibilities: Clerical Sergeant

All qualifications and requirements, job duties and responsibilities as defined in Sections I, II and the following:

1. Supervise officers in the absence of the First Sergeant.
2. Provide relief to officers at various gates as needed during the shift.
3. Assist in completing the schedule for the Security Department.
4. Respond to incidents and complaints observed by or reported to Security.
5. Review and file logs, reports and other paperwork maintained by Security.
6. Perform other related duties as required.

D. Job Duties and Responsibilities: First Sergeant

All qualifications and requirements, job duties and responsibilities as defined in Sections I, Section II, III(C) and the following:

1. Supervise officers on assigned shift.
2. Make work assignments within their respective shift assignments.

3. Handle overtime assignments in accordance with call-in procedures.
4. Oversee compliance with departmental and BIW policies and procedures by personnel assigned to their shift and makes corrections to bring into compliance any person found to be non-conforming.
5. Is the in-charge person at any incident that may occur during their shift that involves matters of security when the Director of Security, or designee, is not working.
6. Provide relief to officers at various gates as needed during the shift.
7. Issue keys to authorized BIW personnel.
8. Respond to incidents and complaints observed by or reported to Security.
9. Review and files log, reports and other paperwork maintained by Security.
10. Perform other related duties as required.

IV. Association Involvement in Hiring

The Association will be invited to provide input to the new hire interview process in the form of a realistic job preview, during the interview process.

The Association may submit a written summary of the candidates to Management. The summary may include suggestions for selection, but is not required to do so. Management will consider the suggestions as part of the hiring process, and will inform the Association of the timeline for final determinations.

The Association may recommend a candidate.

Management will notify the Association of final selection.

PRODUCTION CALENDARS

[INSERT 2024 CALENDAR]

[INSERT 2025 CALENDAR]

[INSERT 2026 CALENDAR]

[INSERT 2027 CALENDAR]

[INSERT 2028 CALENDAR]

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