



BOSTON SHIP REPAIR

BETWEEN

BOSTON SHIP REPAIR, LLC.

AND

INDUSTRIAL UNION OF
MARINE AND SHIPBUILDING
WORKERS OF AMERICA, I.A.M.A.W. AFL-
CIO

And its

LOCAL LODGE S-25 of DISTRICT LODGE #4

EFFECTIVE DATE

June 01, 2019

to

May 31, 2022



**NOTICE TO NEW
EMPLOYEES**

Your attention is called to the fact that Boston Ship Repair, LLC. has a labor agreement with the Industrial Union Of Marine And Shipbuilding Workers Of America, I.A.M.A.W., A.F.L.-C.I.O., and it's Local Lodge S-25 of District Lodge #4.

You are advised that your becoming a member of this Union will not interfere in any way with your employment nor retard your advancement.

The Company requests that you examine the copy of the Agreement handed to you herewith, particularly Article 3, Section 1, which requires you, as a condition of your employment, to become a member of the Union on the thirtieth (30th) day after your employment commences with the Company.

For further information you are referred to the Union Shop Steward in your department or to the Union office at:

IAMAW – AFL
CIO PO Box 237
South Boston, MA 02127
978-590-9608

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AGREEMENT

PREAMBLE

Boston Ship Repair, LLC., a Massachusetts Corporation, for itself, its successors and assigns, party of the first part, hereinafter referred to as the "Company", and the Industrial Union Of Marine and Shipbuilding Workers of America, I.A.M.A.W., and its Local Lodge S-25 of District Lodge #4 unincorporated associations affiliated with the American Federation of Labor and Congress of Industrial Organizations, acting on behalf of themselves and of their present and future members, in the Company's yard at 32A Dry Dock Avenue, South Boston, MA or at any temporary operating location to which Union members are assigned, parties of the second part, hereinafter referred to as the "Unions, agree as follows:

**ARTICLE 1
INTENT AND PURPOSE**

The intent and purpose of this Agreement is to foster and maintain amicable relations, to promote harmony, and to create closer cooperation between the Company and the employees in the bargaining unit described in Article 2, Section 2. The Company and the Union therefore dedicate themselves to the establishment of better understanding and recognition of mutual problems. This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

**ARTICLE 2
RECOGNITION**

SECTION 1. The Company recognizes the Union as the exclusive representative of all the employees constituting the bargaining unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION 2. The bargaining unit as established by N.L.R.B. Case No. 1-R-2096 shall consist of all production and maintenance employees, including truck drivers, stock room clerks, timekeepers and leading men, except for guards, expeditors, draftsmen, surveyors, first-aid employees, craft managers, assistant craft managers, quarter staff, office and clerical employees and executives.

**ARTICLE 3
UNION SECURITY**

SECTION 1. All new employees shall become members of the Union after 30 calendar days and shall remain members thereof as a condition of employment.

SECTION 2. All employees who are members of the Union in good standing in accordance with the constitution and by-laws of the Union, and all employees who become members, shall, as a condition of employment, remain members of the Union in good standing for the duration of this Agreement.

For the purposes of this Section, an employee shall not be deemed to have lost his/her membership in the Union in good standing until the National Secretary-Treasurer of the Union shall have determined that the membership of such employee in the Union is not in good standing, and shall have given to the Company a notice in writing of that fact.

SECTION 3. When new employees enter upon their employment, the Company will issue them a copy of the Agreement between the Company and the Union.

**ARTICLE 4
CHECK-OFF**

SECTION 1. The Company will, during the existence of this Agreement deduct from the pay of each employee who is a member to the Union, unpaid initiation fee, if any, and once a month the periodic Union dues for that month, and will transmit all monies so deducted to:

I.A.M./A.W.
Tom Ehmart, G.S.T. Office
9000 Machinist Place
Upper Marlboro, MD 20772-2687

SECTION 1. The Union will issue to the Company its official receipt therefore; provided, that the Company will be obliged to make only those payroll deductions which are authorized by each employee by a written order signed by each employee and presented to the Company. The Company shall make the deduction from the check of each employee who authorizes it, out of the first wages that shall be payable each month for which the dues or initiation fees are payable. If the Company shall not have made any deduction from the pay-check of a new employee because of lay-off or termination of his/her employment before the expiration of thirty (30) calendar days from the date such employee first signed an application for Union membership and authorization of check-off, the Company shall make the deduction from the first wages that shall be payable upon such employee's re-employment with the Company. All arrangements as to details of effectuation the check-off system shall be negotiated by the parties.

Union dues shall be deducted from every employee in the first pay period of each month. Initiation fees will be deducted from applicable new employees in increments of \$50.00 per pay period until paid in full. The Company shall make every reasonable effort to forward withheld dues to the Union the following business day. A report will be given to the Union detailing each employee from whom dues were withheld. The Union will provide the Company a list of errors or oversights on this report. Any adjustments shall be made in the next pay period and any additional funds withheld will be forwarded to the Union with the next month's dues.

SECTION 2. The Company will provide Local Lodge S25 members a monthly check off for the Machinist Non-Partisan Political League and will transmit all monies deducted to:

I.A.M./A.W.
Tom Ehmart, G.S.T. Office
9000 Machinist Place
Upper Marlboro, MD 20772-2687

**ARTICLE 5
NO DISCRIMINATION**

SECTION 1. The Company is in compliance with Equal Employment Opportunity (EEO) and Affirmative Action (AA) legislation. No employee or applicant for employment will be discriminated against because of race, color, religion, national origin, age, gender, and handicap or veterans status.

SECTION 2. The Company agrees that neither it nor any of its officers, craft manager or supervisors will differentiate amongst, discriminate against, interfere with, restrain or coerce employees because of membership in the Union, or participation in the Union's affairs, or because of race, color, religion, national origin, age, gender, handicap or veterans status; nor shall the Company discriminate against any employee or group of employees, to whom this Agreement applies, of representing to the foreman or head of department or to the Personnel Manager or to the Chief Shop Steward any complaint, dispute or grievance.

SECTION 3. The Company shall not, for any reason, grant to any employee or group of employees to whom this Agreement applies, terms of employment differing in any respect from those set forth in this Agreement, nor shall the Company enter into any Agreement with any individual employee or group of employees to whom this Agreement applies containing a provision or provisions inconsistent with any of the provisions of the Agreement.

SECTION 4. The Union agrees that neither it nor any of its officers or members will intimidate or coerce employees into membership in the Union. No employee shall engage in any Union activities or Union business during working hours or in any manner, which will interfere with production, except as provided in Article 23.

**ARTICLE 6
NEW EMPLOYEES**

SECTION 1. At the time of his/her employment, the Company will suggest that each new employee voluntarily execute an authorization for the check-off of Union dues. A copy of such authorization card for the check-off Union dues shall be forwarded by the Company to the District Lodge 4 along with the membership application of such employee.

SECTION 2. The Company will not fill any vacant or new position included within the bargaining unit with other persons if former employees of the Company on the Seniority List but in a layoff status are available, competent and willing to accept the position. The Company will determine if the employee meets the qualifications to be hired. The Company will maintain a formal system of listing alternate skills of employees on layoff to facilitate hiring them as openings occur. Records of this system shall be available to the Union Steward on request.

SECTION 3. During a probationary period of seven hundred and twenty (720) hours worked from the date of his/her hiring, a new employee may be paid at the lowest rate of the classification in which the work for which he is hired falls. Upon the expiration of the probationary period he shall be paid the regular guaranteed hourly base rate to which he is

entitled. During the probationary period, a new employee will not be offered overtime work unless overtime requirements in his/her department cannot be filled with employees on the Seniority List. During the probationary period, a new employee shall not be eligible to receive benefits to include but not be limited to vacation pay, holiday pay, health insurance, pension contributions, etc.

ARTICLE 7 DISCHARGE OF EMPLOYEES

SECTION 1. No employee shall be discharged except for proper cause, such as inefficiency, felony drug trafficking, insubordination, dishonesty, embezzlement, fraud, *excessive absenteeism, gross or repeated carelessness or disregard for the published rules of the Company.

SECTION 2. It is further agreed that such dismissal can only take place after the shop representative of the Union has been notified and the cause has been investigated by the Company and the Union. It is understood that the Union's investigation will not disrupt work. The investigation will be conducted with Management's approval. In the event that an employee is suspended during the investigative period, it is agreed that such suspension shall not last longer than ten (10) working days, unless a longer period is mutually agreed to.

SECTION 3. Any new employee hired by the Company shall be on a probationary period and is subject to transfer or discharge at the discretion of the Company until he has performed seven hundred and twenty (720) hours of work, after the date of his/her employment with the Company.

* Excessive absenteeism – Employee will be allowed 5 days of requested paid sick time, which can be used for any reason. An employee's sick time is pro-rata in their initial year of making seniority. The first 5 days an employee is out of work (requested or unrequested) their 5 paid sick days will be used. Preapproved vacation hours do not count toward the first 5 days of time off. The next 7 days an employee is out of work they will not receive any pay. Any time off after 12 days total (including the allowed 5 days paid time off) will be considered excessive and will be subject to progressive discipline. For every 80 hours of consecutive hours of work, including weekend and holidays, an employee will be given a one day credit toward their excessive absenteeism balance. If an employee is late, leaves early or does not work a full scheduled shift, the 80 hours of consecutive work is reset. An employee cannot use paid sick time to avoid or delay a recall back to work. Preapproved vacation time does not count toward excessive absenteeism.

Example. An employee works Monday to Monday (8 days in a row) 10 hours per day. On Tuesday they take a sick day. Their sick day would not count because they would have earned a credit from the prior 80 hours of consecutive work.

If an employee is late, leaves early or does not work a full scheduled shift in accordance with Article 18, they will be charged 1/3 of a point against their excessive absenteeism. As such, for every 3 times an employee is late, leaves early or does not work a full scheduled shift they will be charged 1 point as if they were out. As with scheduled preapproved vacation hours, any preapproved scheduled lates, early departures or short shifts will not count against the employee's excessive absenteeism. It is the employee's responsibility to submit the proper paperwork to human resources for any preapproved time off. Preapproved time off must be approved by the craft leader and submitted to human resources.

SECTION 4. Any burner/welder or crane operator that is unable or refuses to obtain or retain qualifications which are required to do his job can be reassigned to a different department. The burner/welder or crane operator will be provided two opportunities to pass the certifications, which will be paid by the Company. The burner/welder or crane operator can attempt a third test however they will be responsible for the costs of the tests. A burner/welder or crane operator whom is transferred to another department due to an inability or refusal to obtain or retain qualifications will be placed on the bottom of the seniority list. If such employee is unable or refuses to do such work in the newly assigned department, the employee can be laid off by the Company. The Company will determine if the employee is qualified for another department.

ARTICLE 8 LAYOFF

SECTION 1. The Local S/25 President, Vice- President, Chief Shop Steward, and the Shop Steward or Alternate shall be notified not later than 2:00 PM prior to the day before the employees are to be laid off.

SECTION 2. Employees laid off will be recalled in the order of their standing on the seniority list provided they report for work within three (3) days following receipt of notification by certified mail to the employees' last known address. If the work is not emergency in nature, and the employee is recalled mid-week the employee will have until the following Monday to report to work. Mid-week is defined as Wednesday or later in the week. Also the employee is required to notify the employer immediately upon any address or telephone change. The Company and Union will make every reasonable effort to contact employees by telephone, in their standing on the seniority list, notwithstanding the required notification by certified mail. Saturday, Sunday and/or Holidays will be excluded from the three (3) days. Failure to so report, unless prevented by illness or accident or other reasonable cause beyond their control for which notification should be made to the Company immediately, by letter or telephone and later supported, will be considered as a voluntary quit. Being out of the country without a preapproved vacation slip does not constitute cause beyond their control.

SECTION 3. The normal forty (40) hour week will not be reduced to prevent a layoff.

ARTICLE 9 SENIORITY

SECTION 1. In all cases of increases or decreases in force, length of service within three (3) separate classification groupings in each department, as follows:

- a. All mechanics (first, second, and third class), specialists and work leaders
- b. Helpers
- c. Firewatch

Seniority shall be the determining factor except as provided in Section 6 of this Article. In the case of promotions, skill and ability will be the determining factor, with length of service being the deciding factor if all other things are equal.

SECTION 2. Any employee who has worked for the Company and shall be laid off due to lack of work shall not lose his/her seniority of service, if when called upon, he accepts his/her former position.

SECTION 3. The Company shall maintain a Seniority List with all current additions, deletions and revisions. The current Seniority List shall be available for examination by Union officials. Each month the Company shall supply the Union with a list of all new hires, layoffs, and terminations. Copies of the current Seniority List shall be distributed at least every three months to Supervisors and Union officials. Any employee may determine his/her position and date of seniority from his/her Supervisor or Steward. If any employee considers that his/her position or date of seniority is not correct, he may protest to his/her Union representative who will present the issue to the Personnel Manager for resolution and adjustment if warranted.

SECTION 4. Employees shall lose all seniority rights if:

- a. They terminate their services voluntarily.
- b. They are discharged for proper and sufficient reason.
- c. They do not report for work when notified within three (3) days, unless the work is not emergency in nature, and the employee is recalled mid-week, then the employee will have until the following Monday to report to work.
- d. They do not work for the Company for thirty-six (36) consecutive months, unless absence is due to illness or injuries arising out of an Industrial Accident while working for the Company or unless leave of absence has been granted, provided such leave of absence has been mutually agreed to by the Union and Company for such causes as extended illness or hospitalization.
- e. They are absent from work for seven (7) or more consecutive working days without reasonable excuse. The employee must notify the Company, within the first day of his/her absence of his/her expected return to work and notify the Company of changes in that date.

Exceptions to the conditions listed above pertain to employees being recalled from layoff and are as follows:

1. The Company cannot guarantee the employee a minimum of forty (40) hours work. If the employee elects not to return to work because he cannot be guaranteed a minimum of forty (40) hours work, the Company must ask the employee a second time if he would like to return to work (even though he still cannot be guaranteed a minimum for forty

(40) hours work) within thirty (30) days of the initial request if the assignment for which he was being recalled initially is being performed by an employee with less seniority. 2. The Company notified an employee more than three (3) days in advance of a definite date to return to work. In this case the employee must return to work on the definite date he was told to return to work (neither before nor after), or the employee shall lose all seniority rights.

SECTION 5. An employee transferred from one department to another at the employee's request will be paid a wage rate no lower than the lowest wage rate for his/her respective classification and scale. An employee transferred from one department to another at the Company's request will be paid the same wage rate he was entitled to in the department he was transferred from. An employee electing to enter another department due to lack of work in his/her own department shall have his/her name placed at the bottom of the seniority list in such other department (and shall be paid the rate applicable to the classification to which he is assigned) after satisfactory completion of fifteen (15) work day probationary period. He shall retain his/her standing in his/her department and when rehiring therein takes place, he shall elect the department in which he desires to work. Upon such election, his/her seniority rights in the department, which he leaves, shall cease. No employee shall be transferred to a department when such transfer will prevent the return to work of an available and competent employee of that department, or cause the layoff of any employee in that department.

When an overabundance of work exist for a department's classification grouping and no layoff exists in such department's classification grouping, the Company may transfer, on a voluntary basis, employees from other departments to assist while the need exists. Overtime will be divided by the seniority employees before any transferred employee is allowed to work such overtime. Any employee on transfer shall have the right to return to his/her home department at his/her own discretion.

SECTION 6. The Local S/25 President shall have top seniority in the bargaining unit for his/her term of office. The Local S/25 Vice-President, Chief Shop Steward, Shop Stewards to the Union shall, for the term of their elective office, have top seniority rights in their respective departments. The Company may keep one man on super seniority in each of the following departments: Painters/Sandblasters, Outside Machinists, Inside Machinists, Laborers, Facilities, Riggers, Dock Builders, Crane Operators, Burner/Welders, Ship-fitters and Electricians. Men kept on Super seniority shall be identified on the Seniority List described in Section 3 of this Article. The Union must be notified anytime the Company uses this or when they change it. Employees must be working when placed on super seniority. The order of seniority in a department shall be: President, Vice-President, Chief Shop Steward, Shop Steward and the man appointed by the Company.

SECTION 7. Preference of day shift or night shift shall be granted to employees on the basis of length of service to the extent practicable.

SECTION 8. The Company will continue its present practice of giving due consideration to appointing supervisory employees from mechanics where the circumstances so warrant. Employees so selected will have a period of ninety (90) days to determine whether or not to stay in the new position, with no loss in seniority rights. This shall only be used once per employee during this ninety (90) days period. Employees will pay Union dues.

SECTION 9. No employee shall be deemed to have any length of service with the

Company under this Article until he shall have performed work for seven hundred twenty (720) hours.

If he shall be continued in the employment of the Company after such seven hundred twenty (720) hours of work, his/her length of service shall be computed from the first of such seven hundred twenty (720) hours.

SECTION 10. An employee who would otherwise be scheduled to work and who reports for work on any day following an extended absence such as an industrial accident, jury duty, or military leave, shall not be entitled to assert any seniority rights on such day unless he shall have notified Human Resources at his/her yard before 1:00 p.m. on the preceding day or, in the case of an employee reporting for work on the 2nd or 3rd shift, before 10:00 a.m. on the day on which he reports for work, of his/her intention to so report, provided, however, that such employees shall be available and as he shall be qualified to do without exercising seniority rights.

ARTICLE 10 OVERTIME RATES

SECTION 1. An employee shall be paid at the rate of one and one-half time his/her regular rate of pay for the following:

- a. Work performed if the employee returns to work at the request of the Company without having taken an eight (8) hour break following completion of his/her last assigned work period.
- b. Work in excess of 40 hours of straight-time in a defined work week, except that in weeks when a recall or lay-off occurs, employees will be eligible for overtime on a daily basis after 8 hours of work each day.
- c. For all work on Saturday an employee shall be paid at the rate of one and a half time (1 1/2's), provided he has previously worked 40 hours of straight-time during the work week, except that if Saturday falls on a holiday as specified in Article 15 Section 1, the rate shall be as established under Article 15.

SECTION 2. An employee shall be paid at the rate of two times (2 x's) his/her regular rate of pay for all work on Sundays provided he has previously worked 40 hours of straight-time during the work week.

SECTION 3. Employees assigned to a shift with normal working hours (as defined in Article 19) which extended into a Saturday, Sunday or Holiday shall be paid at the rate applicable to the day in which the shift started. An exception to this is employees assigned to the third shift (as defined in Article 19) who begin their normal workweek on Sunday nights. Such employees shall be paid at the rate applicable to the Monday in which the shift ends for any shift beginning on Sunday night. Overtime rates shall be paid for work extending beyond the normal working hours in accordance with section 1 and 2 of this Article.

ARTICLE 11
TRAVELING TIME AND ALLOWANCES

SECTION 1. Any employee who is required to travel from the Yard or from his/her home, to an outside job either before his/her starting time or after his/her quitting time shall be paid an amount equal to the cost of usual transportation from the yard to the job plus an amount which shall be equal to his/her regular hourly base rate of pay for the time normally required to travel from the Yard to the job, except that if he shall be required to so travel on any day on which he shall be entitled to be paid at the overtime rate specified for such day in Article 11 of this Agreement, he shall be paid for such time at such overtime rate. If the employee for a proper personal reason must stop his/her work on such outside job before his/her quitting time, he shall, nevertheless, be paid the amounts specified above. The provisions of this Article shall not apply to cases in which alternative arrangements shall be made.

SECTION 2. Any employee who uses his/her automobile on authorized Company business will be reimbursed at the IRS ceiling rate applicable at the time of travel. The Company will provide non-owner automobile liability coverage for employees using personal automobiles on Company business. Such coverage will extend the employee's liability coverage to \$1 million. The Company will provide a \$100,000 travel accident insurance policy for employees while traveling on Company business.

SECTION 3. Employees will be paid the maximum rate set forth in the Federal Joint Travel Regulation (FJTR) for daily meal allowance when required to work away from home overnight. The Company will either provide rooming and local transportation as required or reimburse the employee for reasonable costs of rooming and local transportation on presentation of a receipt for such expenses with the expense report.

Employees who are assigned work which required them to be away from home for two or more nights may make one ten-minute telephone call home every second day at Company expense.

Any employee will be paid transportation time and mileage (if his/her car must be involved) once to the job and once to return. If the job involves one or more weekends he will be paid \$25 per day through the weekend whether he returns home or not. If he returns home he must be on the job at the time required with no compensation for travel time or mileage.

When the employee returns from the job he must make out an expense report, co-signed by the foreman, to account for the money advanced or owned him by the Treasurer.

The Company will provide transportation to and from the job site from the employee's assigned yard in Boston and local transportation to its job site from lodgings and return and such other local transportation as may be agreed to be necessary. If an employee chooses not to use Company provided travel or lodging without approval he will not be reimbursed. The Company agrees that arrangements for travel, meals and lodging for work assignments of over one week total duration will be reviewed with the Chief Shop Steward in advance.

SECTION 4. Employees required to work overtime more than four and one-half (4 ½) hours, beyond the end of their regular shift shall have one-half (½) hour for supper, on Company time.

Employees required to work overtime more than eight and one-half (8 ½) hours, beyond

the end of their regular shift shall have one hour for supper, on Company time, to be taken from 11:00 to Midnight.

Employees required to work through the night will be given a one (1) hour breakfast break, on Company time, at 7:00 a.m.

**ARTICLE 12
PIECE WORK, INCENTIVE PAY AND BONUSES**

SECTION 1. In the event that the Company establishes a regular second or third shift, any employee who works on such regular second or third night shift shall be paid a bonus amounting to seven percent (7%) of his/her regular rate of pay for all time worked by him after the regular starting time of such second or third shift.

SECTION 2. The Company agrees that if during the term of this agreement it establishes additional incentive pay or piecework, the terms thereof will be negotiated with the Union.

**ARTICLE 13
UNUSUALLY DIRTY AND HAZARDOUS WORK**

SECTION 1. The Company will provide suitable protective clothing and equipment to such employee assigned work requiring it, as follows: oil skins, rubber boots, hard hats, welding shields for welders, burners, brazier's, rubber gloves, and disposable coveralls. Each employee is responsible for return of these items when the requirement for them has ceased except for disposable items.

SECTION 2. Fifteen minutes clean-up time shall be granted to employees engaged in unusually dirty work.

**ARTICLE 14
CALL IN AND MINIMUM PAY**

SECTION 1. An employee who is called for work on any day and who reports at the time specified or a regular employee who reports for work at the starting time of his/her shift, without notification from the Company to the contrary but who is not then put to work, except as specified in Article 9, Section 10, or utilities failure beyond control of Management, shall receive four hours pay.

SECTION 2. An employee who is put to work on any shift shall receive not less than four hours' pay, unless before he shall have worked four hours he shall voluntarily quit work or be discharged for cause in which case he shall be paid for the time actually worked.

SECTION 3. Call-in pay and minimum pay provided for in the foregoing provisions of this Article shall be computed at the regular hourly base rate of pay of the employee who shall be entitled thereto, except that if, under any provisions of Article 11 of the Agreement, such employees would have been entitled to be paid at the overtime rate specified therein for work performed by him, his/her call-in pay or minimum pay shall be computed at such overtime rate.

ARTICLE 15 HOLIDAYS

SECTION 1. Wherever used in this Article, the term "Holiday" means one of the following days: New Year's Day, Martin Luther King day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and the day after, Christmas Day and the day after. If any single holiday shall fall on a Saturday, preceding Friday will be observed as the holiday. If the holiday falls on a Sunday the following Monday will be observed as the holiday. When Christmas falls on Saturday, Friday will be observed as the holiday and Monday will be observed as the Day after the holiday. When Christmas falls on a Sunday, Monday will be observed as the holiday and Tuesday will be observed as the day after the holiday.

When a holiday falls on a Tuesday or a Thursday, the Company may close the yard on Monday preceding the holiday or Friday following the holiday to provide a long weekend if the Company considers it feasible to do so. The Company must notify the Union and its employees of its intention to do so not later than five work days prior to the day of closing.

SECTION 2. Subject as hereinafter in this Article provided, an eligible employee (as hereinafter defined) who shall not work on any holiday shall be paid for such holiday an amount equal to eight (8) time his/her base hourly rate, or in the case of an employee who is regularly scheduled to work less than eight (8) hours per day the number of hours for which he is regularly scheduled to work times his/her base hourly rate, whichever is the lesser, hereinafter called holiday pay. An employee shall not be deemed to have worked on a holiday by reason of his/her completing a regularly scheduled shift, which began more than four (4) hours before midnight on the day prior to the holiday.

SECTION 3. As used in this Article, an eligible employee is an employee who:

- a. Has acquired length of service under Article 9, Section 9 of this Agreement,
and
- b. Works as scheduled or shall be entitled to call-in pay for both his/her first scheduled work day following the day on which the holiday is observed and his/her last scheduled work day within the five (5) work days immediately before and after the day on which the holiday is observed, unless he fails so to work for good cause as hereinafter defined.
- c. An employee who is recalled from layoff to work on the holiday as his/her first scheduled workday and works that day and his/her next scheduled workday following the day on which the holiday is observed is an eligible employee. If an employee shall be scheduled to work on any holiday and shall fail to perform his/her scheduled work, except for good cause as hereinafter defined, he shall not be entitled to holiday pay for that holiday.

For the purposes of this Article, good cause for an employee's failure to perform scheduled work shall be the sickness of such employee or a death in his/her immediate family (as defined in Article 18, Section 3) or similar good cause.

An employee who would otherwise be entitled to holiday pay and who shall be scheduled pursuant to the provisions of Article 17, to take a vacation during a period in which a holiday is observed, shall be paid holiday pay for such holiday.

SECTION 4. For the purposes of this Article, a holiday shall be the calendar day from midnight to midnight.

SECTION 5. An employee who shall be entitled to call-in pay under the provisions of Article 15 and who would otherwise be entitled to holiday pay shall, in addition to such call-in pay, be paid holiday pay as provided in Section 2 of this Article. An employee who shall work more than four (4) hours on any holiday and who would otherwise be entitled to holiday pay shall in addition to pay for hours worked by him, be paid holiday pay as provided in Section 2 of this Article. An employee who shall be discharged for cause shall not be entitled to any holiday pay.

SECTION 6. An employee who shall perform work on a holiday shall in addition to holiday pay be paid a premium of double his/her regular base rate of pay for all hours worked as defined in Article 16, Section 1.

ARTICLE 16 VACATION

SECTION 1. Employees having a length of service with the Company of one (1) year or more shall begin to accrue vacation with pay in accordance with the table below. One year is defined as beginning with the date the employee was last hired. Length of service shall be determined as of the anniversary of the employee's date of hire.

SECTION 2. Employees will accrue vacation time in any calendar month in which they work 60 hours or more according to the following schedule:

Employee's Seniority	Vacation hours accrued	Weeks Owed
1 year but less than 2	3.33 hours accrued	1
2 years but less than 5	6.66 hours accrued	2
5 years but less than 10	10.0 hours accrued	3
10 years but less than 15	13.33 hours accrued	4
more than 15 years	16.66 hours accrued	5

The Company pays all vacation earned on the 2nd week of the month following the month during which it was earned.

All overtime hours count as actual hours. Allowed hours do not count for entitlement. Vacation pay shall be computed on the basis of forty (40) hours at straight time.

SECTION 3. Employees will continue to be allowed to take vacation after it is accrued. All tenured employees with 3 (three) or more years of seniority, who have worked more than 600 hours in the year, shall have their entire year's vacation paid in full (minus any other vacation that has already been paid.)

SECTION 4. Vacations may be taken at any time of the year subject to the approval of the head of the department in which such employee works. While every effort will be made to meet the desires of employees, vacation schedules must conform to the requirements

of operations, and vacations must be taken as scheduled by department heads.

Prior to the beginning of the vacation period, the employees in each department shall submit to the foreman of the department in writing the dates at which they prefer to take their vacations.

The foreman shall assign vacation periods to the employees in his/her department in accordance with their preference, as so indicated. Where two or more employees have indicated a preference for the same vacation period, such vacation period shall be allotted to the employee with the highest seniority, the other employees to be granted alternative vacation periods selected by them. The period for his/her vacation thus allotted to an employee shall not thereafter be canceled or altered.

SECTION 5. It is the desire of the Company and the Union that every employee entitled thereto shall receive a vacation; and an employee shall not be entitled to any payment in lieu of a vacation, except as noted below:

a. If any year he shall be entitled to a vacation under the provisions of the Article and he shall not be able to take such vacation at the time assigned to him therefore because of illness or accident, the Company may assign him another vacation period when he recovers from such illness or accident and returns to work.

b. If the Company, due to operating requirements and employment conditions, shall require that he shall not take such vacation, the Company shall pay him for the hours actually worked.

SECTION 7. An employee who is discharged shall receive the unused portion of the vacation to which he was entitled at the last anniversary of his/her date of hire, but he shall receive neither vacation nor vacation pay for time worked subsequent to the last anniversary of his/her date of hire.

Section 8. In addition to paid vacation pay, an employee will be allowed 5 days of paid sick time, which can be used for any reason. Refer to Article 7 for proper use of paid sick time. Paid sick time can be carried over up to 10 days annually or can be paid out at the end of each contract year. Any days over 10 will be forfeited at the end of the contract year.

ARTICLE 17 MILITARY SERVICE, JURY DUTY PAY AND FUNERAL LEAVE

SECTION 1. The Company will comply with all applicable Federal and State laws, Executive orders, rules and regulations applying to the reemployment of employees who enter the Armed Forces of the United States.

SECTION 2. An employee who is called for jury service or active national guard or military reserve duty not exceeding five (5) working days shall be excused from work for the days on which he serves and he shall receive, for each such day of such serve on which he otherwise would have worked, the difference between eight (8) times his/her average straight time hourly earnings (as computed for holiday pay) and the payment he receives for such service. The employee will present proof of service and of the amount of pay received therefore.

SECTION 3. Employee will be compensated eight (8) hours at straight time for each

day's absence during the schedule workweek for bereavement as follows:

Spouse, Child	Five Days
Mother (in law), father (in law) sister, brother	Five Days
Stepmother, stepfather, stepson, stepdaughter,	Three Days
Stepbrother, stepsister, legal guardian, or grandchild	Three Days
Grandfather, grandmother, spouse's grandparents	Three Days
Brother (in law), Sister (in law)	Three Days

One day must be day of funeral or service. If employee is on vacation at the time of the death, he may call the Company and change vacation to bereavement pay.

ARTICLE 18 HOURS OF WORK

SECTION 1. A workweek shall begin at 11:00 p.m. on Sunday and end at 11:00 p.m. on the following Sunday. A workday shall begin at 11:00 p.m. on any calendar day and end at 11:00 p.m. on the following day. The normal working day shall be eight (8) hours and the normal workweek shall be forty (40) hours, Monday through Friday.

SECTION 2. The normal working hours for the first shift are from 7:00 a.m. to 12:00 p.m. (noon) and from 12:30 p.m. to 3:30 p.m. Monday through Friday. The normal working hours for the second shift are from 3:30 p.m. to 8:00 p.m. and from 8:30 p.m. to 12:00 a.m. (midnight) Monday through Friday, such that the second shift on any day actually ends at 12:00 a.m. on the following day. The normal working hours for the third shifts are from 11:00 p.m. to 7:00 a.m. with a paid one-half ($\frac{1}{2}$) hour break, such that the third shift on any day actually ends at 7:00 a.m. on the following day. The working hours on the day before Thanksgiving and the day before Christmas shall be from 7:00 a.m. to 11:00 a.m.

SECTION 3. For work on any shift less than the full shift period, pay shall be the corresponding proportionate part of the pay for the full shift period, provided such amount is not less than the minimum pay of four (4) hours except as provided in Article 15, Section 2.

SECTION 4. The number of shifts shall be determined by the Company. Unless and until changed by mutual agreement, the hours of work and the time for the beginning and ending of each shift on Monday through Friday, except holidays, as in effect on the date of this Agreement shall remain in effect during the term of this Agreement.

SECTION 5. Hours of work on Saturdays Sundays, and holidays shall be determined by the Company. The Chief Shop Steward and employees shall be advised of hours of work when work on such days is offered.

**ARTICLE 19
TRANSFER**

SECTION 1. (a) Transfer of employees from one shift to another will, whenever possible, be made at the beginning of the work week and notification of the transfer will be given to such employees before quitting time at the end of the previous week.

(b) In making assignments to a particular shift, the foreman shall consider seniority and the preference of individual employees to the extent practicable.

SECTION 2. Any employee who is transferred from one shift to another, except with notice as specified in the preceding section hereof and at the beginning of the work week, will be paid at the rate of one and one-half times his/her established hourly base rate for the first eight hours worked on the new shift; an employee working piece work at one and one-half times his/her hourly earnings. This section does not apply when an employee has been on lay-off status from the beginning of the workweek.

**ARTICLE 20
DIVISION OF OVERTIME AND CALL-IN WORK**

SECTION 1. All overtime and call-in work in each classification within each department shall be divided as equally as possible among the permanent employees within that classification in that department. Such equal division of work shall be made over monthly periods.

SECTION 2. The Management will make every reasonable effort to divide overtime work over each monthly period as equally as shall be practicable and in keeping with efficient operation of the Yard. In so dividing the work, Management may make allowances for the skill ability and attendance records of employees and the desirability of continuity of the working force on a particular job. After making such allowances, employees shall be offered overtime work by rotation through the Seniority List from top to bottom in their classification and department. Employees refusing overtime when offered will count as having worked. Employees absent without excuse on any normal workday in the preceding week will count as having worked. Records pertaining to division of overtime shall be available to the Union Steward upon request. Any claim by an employee that he shall not have received his/her fair share of overtime work in any such monthly period in accordance with the foregoing provision of this Article may be taken up as a grievance in accordance with the provisions of Article 24 of this Agreement.

ARTICLE 21 ASSIGNMENT OF WORK

SECTION 1. Notwithstanding any other provision of this Agreement, the Management may assign to an employee in any craft, work which is not normally performed by the employees in such craft, wherever it is reasonable and safe to do so and practicable for the purpose of efficient operation or necessary to eliminate standby time. An employee shall accept any such work, which shall be assigned to him, and, if he shall diligently and to the best of his/her ability endeavor to perform it, he shall not be disciplined or laid off for his/her inability to perform such work outside his/her craft.

The purpose of the foregoing is to provide as nearly as possible an annual wage for the regular, permanent employees of the Yard.

SECTION 2. The Company will have a mandatory meeting with the Local S/25 President and/or an alternate union representative designated by the Local S/25 President in order to discuss each newly awarded contract that is not emergency in nature. The intention of the meeting will be to communicate and discuss with the Union the scope of work to be performed, including the plan for use of additional temporary outside labor. At no time will the use of temporary labor exceed the utilization of the union body by more than 15%, unless there is a joint agreement made between the union and management. This section does not apply to work which is subcontracted out on firm-fixed pricing.

The following criteria will be used to determine proper allocation of resources and allocation of work items:

- Promote the safety and health of our employees
- Improve the competitive position of the Company
- Provide maximum efficiency to help ensure the long-term preservation of the jobs for Local S25
- Alleviate lack of equipment/facility issues
- Help resolve a lack of skills or manning issues
- Place the Company in a favorable position to win new work
- Support Corporate initiatives or customer directives
- Promote full utilization of the bargaining unit

It will be the objective of both parties to utilize the above criteria to ensure we achieve our collective vision of a prospering shipyard.

The Company will make every effort to ensure full utilization of the bargaining unit. Temporary labor utilization will not exceed Union utilization unless the Union employees refuse the additional work hours.

SECTION 3. The Company will offer the opportunity for its union members to fill manning needs at the Philadelphia Ship Repair facility. The determination of need will be made by the Company and offered to the union based on the scope of work and skill required. The transferring union employee will be paid their current rate of pay but placed on the bottom of the Philadelphia Ship Repair seniority list. In addition, the transferring union employee will be paid \$100 per day (non-taxable) including a travel day to and from Philadelphia. All expenses are the responsibility of the union employee including, food, travel, mileage, lodging, etc. The Company will not be responsible for the logistics of the transferring employee's commute or other arrangements.

ARTICLE 22 MANAGEMENT

Except as otherwise in this Agreement expressly provided, nothing contained in this Agreement shall be deemed to limit the Company in any way in the exercise of the regular and customary functions of management.

ARTICLE 23 UNION REPRESENTATION

SECTION 1. No person shall have or exercise any of the authority, powers or duties of The Local S/25 President, Vice President, Chief Shop Steward, Shop Steward or Alternate Shop Steward in connection with any dealing with the Company hereunder unless and until written notice of his/her appointment as such, signed by the President of the Union, and revoking the prior appoint, if any, shall be filed with the Human Resource Manager of the Company. As soon as practicable after any such appointment shall have been filed, the Human Resource Manager will notify the foreman of the department involved of such appointment.

No person shall hold the office of Shop Steward or Alternate Shop Steward unless he is an employee of the Company in the department, which he represents. The exceptions to this are the President, Vice President, and Chief Shop Steward who represent those departments that do not have a Steward.

The Shop Steward, while serving as such, shall have top seniority rights in the department. Upon expiration of this term of office as shop Steward, he shall revert to his/her regular seniority rights. The Chief Shop Steward shall have top seniority right in his/her department, however, in which case the Shop Steward in that department shall have second seniority rights.

SECTION 2. The functions and duties of shop Stewards and Alternate Shop Stewards are as follows:

- a. The Union shall designate a Shop Steward or Alternate Shop Steward, who shall be an employee of the Company, in each department confirmed by letter to the Company, which the Union may revoke or change at any time.
- b. Shop Stewards, or Alternate Shop Stewards in the absence of the Steward,

may take up grievances with the foreman or other designated supervisory officials of his/her department during working hours. All Stewards shall report such absences to their immediate supervisor who shall report same to the foreman.

c. Each Shop Steward shall designate an Alternate shop Steward to assist him in his/her duties. An Alternate shop Steward shall take up grievances with the foreman in the absence from work of the Steward.

SECTION 3. The Company, through its foreman or the Human Resource Manager, shall give to the Shop Steward on each shift in each department a list showing the name of each employee, present rate of pay, and date of hiring. These lists shall be revised monthly by the Steward, but the Company shall submit lists monthly of new employees hired since the previous lists were drawn up, and also showing any terminations that may have occurred during that monthly period. The Company shall keep a master list currently posted in the Human Resource Office.

SECTION 4. In order to expedite the settlement of grievances the Company agrees there may be a Chief Shop Steward. The Chief Shop Steward may travel from one work site to another should a grievance arise.

SECTION 5. Time lost by authorized Union members, employed by the Company, in the settlement of grievances shall be paid for by the Company at the regular hourly rate of the employees involved and such time shall be considered as time worked. Time lost by authorized Union members employed by the Company on other Union business shall not be paid for by the Company.

SECTION 6. The Union President, Vice-President, Business Representative, or other representative of the Union employed by it, may enter the Yard at any time in order to transact Union business with the Management's representatives, Shop Steward or Chief Shop Steward.

SECTION 7. In the event the Union President is also an employee of the Company, his/her rights shall be as set forth in Article 9, Section 6 and his/her time shall be paid as stated in Section 5 of this Article.

ARTICLE 24 GRIEVANCE PROCEDURE

SECTION 1. Any matter which, in the opinion of an affected employee, required adjustment and which such employee and/or his/her representative has been unable to adjust with this immediate superior in charge of the work on which he is engaged, shall be taken up by such Employee through his/her Union representative in the following manner:

First: By such employee and his/her representative in his/her department with the foreman of that department within five (5) work days of the incident.

Second: If a satisfactory adjustment of such matter shall not thereby have been reached with the foreman within five (5) work days after it shall have been so taken up with him, such matter may be taken up by the representative of the Union with the Human Resource Manager of the Company. In this step the grievance shall be submitted in writing to the

Company.

Third: If a satisfactory adjustment of such matter shall not thereby have been reached with the Company's Human Resource Manager within five (5) work days, such matter shall be submitted in writing by the Union to the Company President who shall review the grievance within the next five (5) work days or assign a senior disinterested official of the Company to review it in his/her absence. The review shall provide an opportunity to both Union and Company representatives to appear and present evidence and statements in support of their position. The Company shall render a decision in writing on the workday following the review. The Union shall notify the Company within thirty (30) calendar days of the completion of step three (3) of its intentions in regards to arbitration.

Fourth: If a satisfactory adjustment of such matter shall not thereby have been reached with the Company upon completion of the third step, such matter may be submitted on behalf of the Union to an impartial umpire within five (5) workdays thereafter. Such matter shall be submitted to the impartial umpire in writing and he shall afford to the Union and to the Company a reasonable opportunity to present evidence and to be heard in support of their respective contentions with regards to such matter. The impartial umpire shall render a decision within ten (10) days after such matter shall have been so submitted to him. The parties agree to expedite the arbitration procedure by having their cases presented by staff personnel on both sides rather than attorneys whenever possible; by concluding with oral argument rather than written briefs; and by requesting the impartial umpire to decide the issue within seven (7) days with a brief opinion.

SECTION 2. The impartial umpire shall have the authority to interpret the terms of this Agreement or upon mutual consent of the Yard Manager and the Union to adjust any other matter which may be referred to him for adjustment, but he shall not have authority to alter in any way the terms and conditions of this Agreement. The decision of the provisions of this Agreement shall be final and binding on all parties.

SECTION 3. If the Company and the Union shall not agree upon the appointment of such impartial umpire, either the Company or the Union may in writing, a copy of which shall be delivered to the other party, request the U.S. Department of Mediation and Conciliation to appoint such impartial umpire.

SECTION 4. Any settlement agreed upon or award made in respect to any grievance or complaint shall be retroactive to the date upon which the matter complained of arose, provided the Union presented a grievance or complaint concerning such matter promptly after obtaining knowledge thereof. The Company and the Union shall respectively comply with any settlement agreed upon or award made with respect to any grievance or complaint as promptly as possible after such settlement is agreed upon, or such award made, but in any event, not later than thirty (30) days after such agreement or award. The cost of the impartial umpire shall be borne equally by the Company and the Union.

SECTION 5. The Company AND Union commit to the timely response at every step, for every Grievance received. If the Union misses a deadline, the grievance will be forfeited. If the Company misses the deadline, the requested action will be settled.

**ARTICLE 25
TIME OFF FOR UNION ACTIVITY**

SECTION 1. Employees will be allowed time off for all official business of the Union without loss of seniority rights.

SECTION 2. Any employees taking a full time position with the Industrial Union of Marine and Shipbuilding Workers of America, I.A.M. shall be granted a leave of absence for a period of three years or for the period of his/her employment with the Union, whichever is shorter, shall retain his/her seniority standing, shall have all time spent by him in such position added to his/her length of service within the department in which he was employed by the Company at the time of taking such position, and shall upon termination of his/her employment with the Union, but within said leave of absence, be reinstated in his/her old position in accordance with the seniority provision of this Agreement, and subject to all such provisions of the existing Agreement between the Company and the Union as are not inconsistent with this section. The Company will at the request of the Union extend such leave of absence for an additional period of not more than three years. During said leave of absence the Company shall make contributions to the pension on behalf of said employee based on 40 hours per week. The Company will only make pension contributions on behalf of one employee on leave of absence at any given time.

**ARTICLE 26
PROHIBITION OF STRIKES AND LOCKOUTS**

During the term of this Agreement neither the Union nor any employee shall instigate, encourage, sanction, or take part in any strike, sit-down, slow-down or other stoppage, limitation or curtailment of work or production, or take part in any picketing, boycotting or other stoppage, limitation or curtailment of work or production, or take part in any picketing, boycotting or other interference with or demonstration against the Company or its business or operations, either in its Yard or elsewhere, provided, however, that the Company shall not require any employee to enter and do any work in any shipyard in which a strike shall be in progress. During the term of this Agreement the Company shall not engage in any lockout of employees at any Yard. The Company may terminate the employment of or otherwise discipline any employee who willfully violates any of the provision of this Agreement in any material respect.

If any employee shall assert any grievance with regard to any action taken by the Company to terminate his/her employment or otherwise discipline him under the provision of the foregoing sentence, such grievance shall be handled in accordance with the procedure set forth in Article 24 of this Agreement.

ARTICLE 27
SANITATION AND CONVENIENCE

SECTION 1. The Company shall provide adequate lockers, washroom and shower facilities for the use of employees as set forth in the regulations issued by the Department of Labor under operation of the Walsh-Healey Act.

SECTION 2. The Company shall provide adequate toilet facilities and drinking fountains in locations convenient to workers in all parts of the yard and shops, as set forth in regulations issued by the Department of Labor under operation of the Walsh-Healey Act.

SECTION 3. The Company agrees to make available clean and usable oilskins for employees who may be required to work in rain, water, or snow as assigned by Management. The Company shall also furnish overalls and clothes to painters working with tar solvents or spraying and to carpenters working with grease on launching ways.

SECTION 4. Employees using pneumatic equipment and tools required to be turned in at the end of each shift will be permitted to leave their work five minutes before quitting time in order that they may return such equipment and tools to the shops.

ARTICLE 28
SAFETY AND HEALTH

SECTION 1. The Company will continue to make every reasonable effort to maintain sanitary and safe conditions of work, including medical and first aid facilities, sanitary facilities, and drinking fountains. In order to determine the physical fitness of employees for work, the Company may require such employees to be examined at such times, as it shall deem advisable in the interest of the health and safety of themselves and their fellow employees, by a physician employed by the Company.

Truck drivers, crane operators or other employees having physical impairments such as heart conditions, high blood pressure, defective eye-sight or hearing, or other physical impairments which, in the opinion of the examining physician, might jeopardize the health and safety of themselves or their fellow employees, will not be allowed to continue their regular duties unless and until such conditions are corrected, and the Company, insofar as its operations permit, will endeavor to transfer such employee to some work which is within his/her then capacity to perform. The Company may require applicants for employment to be likewise examined, the expense of every such examination to be paid by the Company. Any employee or applicant for employment may also be examined at his/her own expense by a physician selected by him, and if the report of such physician shall be submitted to the Company, it will give such report due consideration.

SECTION 2. Where conditions or work are such as to require special protective devices and equipment in order to protect employees from injury, such devices and equipment will be

supplied by the Company at its expense. Also, the Company will provide the employees with safety goggles to go over their prescription glasses in lieu of providing prescription safety glasses. Under exceptional conditions of hazardous or fatiguing work reasonable provision will be made for rest periods for employees engaged in such work.

SECTION 3. The Union will cooperate with the Company in encouraging employees to observe all safety regulations prescribed by the Company and to work in a safe manner. To that end, a Safety Committee shall be established at the Yard to be composed of three representatives of the Company and three employees at the yard, which shall assist, make recommendations to, and co-operate with, the Safety Coordinator of the Company. The employees on such Committee at the Yard shall be designated by the Union. The employees who shall be nominated by the Union to be representatives on such Committee at the yard shall be employees who have knowledge of the practices at the yard and who shall have worked there a minimum of one year. Such Committee shall meet monthly. The Company will act promptly to correct reported hazardous conditions.

SECTION 4. Where an employee has been injured while employed on Company work and remains subject to partial disability or limitations, the Company, insofar as its operations permit, will endeavor to transfer such employee to some work which is within his/her then capacity to perform.

SECTION 5. The Shop Steward of the particular department in which the injured employee is working shall have the right to investigate the employee's injury and to see that he is given attention while on Company property. If this necessitates leaving his/her job, the Shop Steward shall be permitted to do so.

SECTION 6. In the event that an employee is injured on the job and is sent home by the Company doctor or nurse, he shall be paid for a full day's work, computed as if he had worked a full shift on the day that the injury is confirmed by the Company's medical staff, provided the employee has reported for work on that day. When any employee who has been injured on the job is required to leave the yard for treatment of such injury, the Company shall pay for transportation and the time lost in his/her regular shift for such treatment. The determination of such requirement is to be under the jurisdiction of the First Aid Department.

SECTION 7. The Company shall employ a competent, qualified first-aid attendant full-time and a first-aid station shall be established. A doctor shall be available for employees when needed.

SECTION 8. While an employee works on an inner-bottom or tank or board a vessel, where the only access to the inner-bottom or tank is through a manhole and the work is being performed at least one frame space away from the manhole, an employee on the outside of such a confined space shall be assigned to maintain communication with those working within it and to aid them in an emergency.

ARTICLE 29
IAM NATIONAL MULTI EMPLOYER PENSION PLAN
& IAM NATIONAL 401 (K) PLAN

SECTION 1. For the duration of this agreement the Company shall make contributions on behalf of seniority employees to the IAM National Multi-Employer Pension Fund at the following rates and under the following conditions:

Effective 1 of June, 2019 and for the duration of the contract, for all employees hired prior to April 1, 2019 the Company will contribute at a rate of \$4.65/hr.

Effective 1 of June, 2019 and for the duration of the contract, for all employees hired after April 1, 2019 and the Company will contribute at a rate of \$2.00/hr.

Contributions will be made based on time paid by payroll check to include time paid but not worked such as vacation pay, holiday pay, jury pay, military pay, bereavement pay, and witness pay. Effective 1 June 2010 the Company will cease making Pension Contributions for any hours not paid.

SECTION 2. Employer will make authorized weekly pre-tax deductions of a percentage of the employee's current earnings for each pay period towards the IAM National 401(k) Plan. All eligible employees that have worked 720 hours covered by the Agreement will be automatically enrolled at a fixed percentage of 3% from their pre-tax wages; and this percentage will be forwarded to the Fund by the Employer unless the employee affirmatively elects not to have the automatic deductions or elects to have a different percentage deducted from his or her wages.

ARTICLE 30
LIFE INSURANCE

The Company will provide eligible employees with \$25,000 life and \$25,000 AD&D insurance coverage once seniority is reached.

ARTICLE 31
HEALTH INSURANCE

SECTION 1 For all seniority union employees the Company shall pay health insurance coverage or medical buyback described in this section for every month that the employee works any day of the month. Employees enrolled in the company's group health plan will be covered for 30 days past his/her employment with the company due to lay-off or lack of work. Coverage for employees enrolled in the company's group health plan that are terminated from

employment due to gross misconduct will not be entitled to the 30 days of extended coverage. Employees on paid vacation will be considered as working. Vacation payments related to the prior month's hours worked do not constitute hours worked in the month of payment. An employee may continue his/her coverage as long as he is on the Seniority List by making his/her full payment at the employment office of the Company.

Medical contributions:

Effective 1 June 2010, for all employees hired prior to 1 June 2010, the Company will continue to contribute 80% of the cost of health insurance premiums.

Effective 1 June 2010, for all employees hired on or after 1 June 2010, the Company will contribute 60% of the cost of health insurance premiums.

The Company reserves the right to change the composition of the group health Plan Design, or Carrier after reaching agreement with the Union Committee. Regardless of actual Plan Design and the resulting premium cost, the Company will pay the percentage of premium cost specified above. Employees will pay the balance of the premium.

A Hold Harmless agreement (HIRD) from the employee for any non-work related medical care costs for which the Company can be held responsible must be executed by employees that do not take the offered medical insurance. All employees must comply with any document requests made by the company necessary to comply with the any local or federal laws related to healthcare which is being enforced by the state or federal government.

Employees who do not elect to participate in the Company sponsored medical plan will be paid the following rates on the first pay date of the following month.

Single - \$300.00 per month
Family - \$500.00 per month

The Company will establish and maintain an I.R.S. Section 125 plan for Union Employees. In the event that Section 125 of the I.R.S. code is revoked, the employees shall pay their share of health insurance cost with after tax dollars. An employee may choose to continue existing medical coverage during periods whereby the Company is not obligated to make a contribution for the employee's medical coverage. Payment for the full premium amount is due to the Company no later than the 15th of the month preceding coverage. The only exception is the first month whereby the payment will be due no later than the 5th of the month for which the coverage is required. If payment is not received by the designated date coverage will be terminated.

**ARTICLE 32
MISCELLANEOUS**

SECTION 1. The Company agrees to post notices which have been submitted by the Union on the regular bulletin boards throughout the Yard, provided such Union notices deal with meetings, election of officers and other non-controversial matters dealing with the affairs of Lodge S-25, and have been approved by the Human Resource Manager.

SECTION 2. The Union agrees that neither it nor any of its officers or members will without the approval of the Human Resource Manager, post or distribute Union literature on plant property other than as provided above.

SECTION 3. For justifiable reason, leaves of absence without pay may be requested upon written application to the Company. The allowance of such leave of absence must have the mutual approval of both the Company and the Union.

SECTION 4. The Company may appoint any mechanic in a department to be a temporary work leader in his/her department. These employees will maintain all the same rights and obligations accorded to any employee subject to this Agreement. They will assist the supervisor of their department in supervision of a segment of his/her workers. For this additional responsibility, they will receive the work leader rate of pay. When the Company determines a temporary work-leader position to be no longer necessary, the temporary work-leader will revert to the rate of mechanic.

SECTION 5. In the interest of broadening the functions employees perform, the Union and Company has agreed to the following specific changes to past practice. Trade assignments not covered by these changes shall remain the same as they have been historically.

a. Equipment Mounting - Each trade will drill their own mounting holes when installing equipment (3/8" pistols drills with maximum 3/8" drill bit and 1/2" drills with 1/2" drill bits). Hole saws should not exceed manufacturer's recommended usage.

b. Tank covers - When employees are assigned tank cleaning or painting, they may be required to remove and properly tag tank covers. Installation of covers shall be accomplished by Outside Machinist.

c. Lead cutting and fitting - Lead cutting and fitting will normally be performed by ship fitters. When additional help is necessary, carpenters may be utilized, provided layoffs do not exist in the comparable ship fitter classification grouping.

d. Staging erection - Staging two levels or below may be erected by the trade in need of such staging. Staging above two levels must be erected by qualified personnel.

e. Bilge and tank pumping - When bilge or tank pumping is to be accomplished by in-house resources such pumping may be assigned to any properly trained employee after the pumping equipment has been installed by Labor/Mechanics.

f. Trade assist riggers - following proper installation of rigging equipment by qualified riggers at the installation or removal site, other trades may be utilized to assist the rigger(s) when installing or removing such trades equipment. Such assists shall be only under

safe conditions.

g. Tack welding - The following trades are required to tack weld (defined as any weld two inches (2") or less): Outside Machinists, Electricians, Pipe fitters, Carpenters, and Ship fitters.

h. Burning - Ship fitters and Pipe fitters are required to accomplish burning incidental to their assignment. Such burning shall not exceed four (4) hours in any given eight (8) hour shift exclusive of set-up, break-down or other time not spent actually engaged in the process.

i. Fire watch - Anyone may be assigned as a fire watch.

j. Trades will be hired and broken into the following categories.

1. Ship fitters
2. Burners/Welders
3. Outside Machinists
4. Inside Machinists
5. Riggers
6. Crane Operators
7. Pipe fitters
8. Electricians
9. Painters/Sandblasters
10. Mechanics/Facilities
11. Laborer
12. Carpenters/Dock Builders
13. Stock Room Attendant
14. Truck Drivers

In the interest of continuity in employment, there shall be interchangeability between trades when the workload demands. At times skill and ability may take preference over seniority, when an employee does not have the skill and ability to accomplish the required task. In the case where skill and ability applies, the most senior qualified person will be retained. All skill and ability decision will be done jointly between Company and the Union.

SECTION 6. Upon reaching seniority, the Company will give an annual clothing and/or tool allowance in the amount of \$275 to be paid by the last pay period of June of each contract year. The Company will continue to provide rain gear and Tyvek coveralls

SECTION 7. Disciplinary warnings and actions will be based on a one year period. The contract year is the one year period. The contract years will run June 1st to May 31st of each year. All disciplinary warnings and actions will be based on the contract year and will reset each June 1st. This section supersedes any prior policies and disciplinary procedures.

SECTION 8. The Company will provide the following award policies:
Safety Award - The Company will award the employee submitting the most near miss reports on a weekly basis with a \$100 gift card during ship availability.

**ARTICLE 33
DURATION OF AGREEMENT**

SECTION 1. Except as otherwise expressly provided in this Agreement, this Agreement shall become effective on date hereof and shall continue in effect to and including midnight June 1, 2019.

SECTION 2. Either party may, within the sixty (60) days preceding May 31, 2022, give notice to the other party of the desire of the other party giving such notice to negotiate with respect to the terms and conditions of employment.

SECTION 3. If either party gives notice as aforesaid to the other of a desire to change any of the provisions of this Agreement upon the expiration of the terms hereof, then within ten (10) days after the giving of said notice, representatives of the Company and of the Union shall meet to discuss, negotiate, and agree upon such changes. If no agreement as to such changes is arrived at before the expiration of the term of this Agreement, then the whole of the Agreement shall be considered terminated at midnight on May 31, 2022 and either party may thereafter resort to strike or lockout as the case may be in support of its position with respect to any matter in dispute.

BOSTON SHIP REPAIR LLC			
JUNE 01, 2019 - MAY 31, 2022			
APPENDIX "A" WAGE STRUCTURE			
UNION HOURLY PAY RATES	Current	1.50%	*6/03/2019
Crane Operator (Adjustment)	31.42	10.58	42.00
*Working Leader 1	36.56	0.55	37.11
Working Leader 2	31.99	0.48	32.47
Working Leader 3	30.27	0.45	30.72
Specialist 1	28.57	0.43	29.00
Specialist 2	26.91	0.40	27.31
Mechanic 1	26.55	0.40	26.95
Mechanic 2	25.61	0.38	25.99
Mechanic 3	24.68	0.37	25.05
Helper	22.58	0.34	22.92
Laborer	19.43	0.29	19.72
Firewatch	18.71	0.28	18.99
*Due to payroll week end date, the prior year contract rates will stay in effect until June 3, 2019.			
UNION HOURLY PAY RATES	Current	1.50%	6/01/2020
Crane Operator	42.00	0.63	42.63
*Working Leader 1	37.11	0.56	37.67
Working Leader 2	32.47	0.49	32.96
Working Leader 3	30.72	0.46	31.18
Specialist 1	29.00	0.43	29.43
Specialist 2	27.31	0.41	27.72
Mechanic 1	26.95	0.40	27.35
Mechanic 2	25.99	0.39	26.38
Mechanic 3	25.05	0.38	25.43
Helper	22.92	0.34	23.26
Laborer	19.72	0.30	20.02
Firewatch	18.99	0.28	19.28
UNION HOURLY PAY RATES	Current	2.00%	5/31/2021
Crane Operator	42.63	0.85	43.48
*Working Leader 1	37.67	0.75	38.42
Working Leader 2	32.96	0.66	33.62
Working Leader 3	31.18	0.62	31.81
Specialist 1	29.43	0.59	30.02
Specialist 2	27.72	0.55	28.28
Mechanic 1	27.35	0.55	27.90
Mechanic 2	26.38	0.53	26.91
Mechanic 3	25.43	0.51	25.93
Helper	23.26	0.47	23.73
Laborer	20.02	0.40	20.42
Firewatch	19.28	0.39	19.66

**BOSTON SHIP REPAIR
APPENDIX "B"
SUBSTANCE ABUSE PREVENTION PROGRAM**

The intention of this program is to establish Boston Ship Repair LLC. As a drug and alcohol free work place in order to assure safe and productive working conditions with due regard for the personal privacy interests of our employees. It is not the intention of the Company that this program intrudes on off-duty activities of our employees away from the Company facilities unless the employer can conclusively demonstrate that the employee's off-duty conduct is specifically and directly impairing the employees on the job performance. The policy will be enforced, in part, by limited drug testing rather than random testing. Boston Ship Repair LLC. and the Union mutually, will retain oversight of the program and will monitor test procedures for consistency and policy compliance.

SUMMARY

Use, possession or sale of drugs or alcohol at any Boston Ship Repair LLC. Facility is prohibited. Persons who violate this rule or who are convicted of a felony for selling drugs off the job will not be permitted to work for the Company. Employees who report for work and show signs of impairment will not be permitted to remain on the site. Such employees will be removed from employment and will not be eligible for active reassignment until after a sixty (60) day period eliminated any trace of illegal drugs from their system. The program will apply to all personnel, Union and non-Union. Special safeguards have been undertaken to assure that testing will be taken by licensed laboratories, under the strictest federal guidelines with special provisions to assure test reliability, employee privacy and confidentiality. All testing will be conducted only by approved laboratories in accordance with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Services, as amended.

JOB APPLICANTS

1. All applicants for positions will be required to satisfactorily complete a drug test before achieving status as a non-conditional employee. Specimens will be collected during in processing on the site or at a designated off site location.
2. All applicants will be notified of the results (positive or negative) by the medical personnel conducting the testing.
3. Refusal on the part of any applicant to comply with the testing procedure will disqualify the applicant from consideration for employment.

ACTIVE EMPLOYEES

All regular employees are subject to a substance test (drug and/or alcohol) for any employees where the Company has reasonable cause to suspect that an employee may be impaired on the job. An employee will not be tested under this paragraph unless a specific

reliable objective fact and circumstances are sufficient to warrant a prudent person to believe that the employee more probably than not may have ingested an intoxicating substance and is suffering from impairment of some sort while on the job site. If cause results from an observation, the observation must be confirmed by a second member of Company supervision, and until the employees Union representative is advised and given a copy of the reasons documented in writing. The procedure outlined in this paragraph shall not operate to impede the timely testing of the individual.

AUTOMATIC DRUG AND ALCOHOL TESTING

For any active employee that is involved in an accident which causes equipment or property damage they will be subject to automatic drug and alcohol testing following agreement between management and union. A visit to a medical facility for lost time and/or non-lost time will be subject to automatic drug and alcohol testing.

FOUR (4) STEP PROCEDURE FOR POSITIVE ALCOHOL OR DRUG TEST RESULTS

- | | | |
|----|--------------------|---|
| 1. | First (1) Offense | Five (5) day suspension |
| 2. | Second (2) Offense | Thirty (30) day suspension and mandatory rehabilitation |
| 3. | Third (3) Offense | Sixty (60) day suspension and mandatory rehabilitation |
| 4. | Fourth (4) Offense | Any offense following the return from sixty (60) day suspension within a one (1) year period will result in termination |

Upon returning to work from any mandatory rehabilitation for positive alcohol or drug testing the employee will be retested.

At the expiration of the one (1) year period from the date of their last offense the disciplinary process will reset.

All time spent in the specimen process shall be on the clock at the applicable straight time or overtime rate. Employees will be off duty until test results are received. If an employee tests positively, the employee will be barred from active employment effective the date and time of the specimen collection. Any employee so barred will be eligible for re-employment after the three-step procedure has been implemented.

Any employee directed for reasonable cause testing shall be entitled to request the presence of a Union steward in pre-testing meetings with Company management. The procedure described in this paragraph shall not operate to impede timely collection of test specimens.

TEST PROCEDURES

Testing procedures, including drugs to be tested, specimen collection, chain of custody and threshold and confirmation test levels shall comport with the Mandatory Guidelines for Federal Workplace Testing Programs established by the U.S. Department of Health and Human Sources, as amended. Drug test shall be conducted only by laboratories licensed and approved by the National Institute of Drug Abuse (NIDA) ethical standards. Any alcohol testing will be conducted under procedures approved by Massachusetts law. Currently, tests will be conducted for marijuana, cocaine, opiates, phencyclidine, amphetamines, barbiturates, propoxyphene, benzodiazepines, methadone, and alcohol. Before submitting to a specimen collection, employees shall be given the opportunity, in confidence, to report any prior recent use of over-the-counter or prescription drugs. Drug test shall be by urinalysis and shall consist of two procedures, a screen test (GC/MS) and if that is positive, a confirmation test (GC/MS or equivalent). If the screen is negative, there will be no second test. Urine specimens shall be collected in such a manner as to give the employee as much privacy as possible without degrading the reliability of the test. Specimen collection shall not be observed as a matter of routine. All drug levels will be defined in numbers level (i.e. Marijuana 300 mg/ml). Alcohol test will be by breath analysis. Any test revealing a blood/alcohol level equal to or greater than .1 percent shall be positive.

TEST RESULTS

Any positive test for drugs or alcohol shall be reported to a Medical Review Officer (MRO) appointed by the designated laboratory. The Medical Review Officer shall review the test results and any disclosure made by the employee and shall attempt to interview the employee to determine if there is any physiological or medical reason why the result should not be deemed positive. If the MRO declares the test positive, notification shall be provided, in writing, to the employee and simultaneously to the Company Substance Abuse program coordinator. The coordinator shall keep test results in medical confidence. A limited notification will be provided, by the coordinator, solely reporting positive/negative results. The Company shall have no access to individual drug test files.

In the event of positive drug screening, there is an automatic confirmation test performed by the drug-testing laboratory at no cost to the employee. In addition, the test laboratory shall preserve a specimen sufficient to permit independent re-testing at the request of the employee or the Union at their expense, or by the Company at their expense. Re-test may be conducted by the same or by any other approved laboratory. The laboratory shall endeavor to notify the MRO of positive test results within five working days after receipt of specimen. The Union or Non Union employee may request a re-test within five working days

from notice of a positive test result by the MRO. Cost of the re-test will be paid in advance by the requesting party. In the event the initial test is proven to be false positive, costs for any re-test shall be reimbursed.

CHAIN OF CUSTODY

The laboratory and the specimen collection facility must establish and maintain a forensically acceptable chain of custody per applicable Federal and State law.

CONSENT FORMS

Employees must execute a consent form to release the report of test results to the Company Substance Program and EAP Coordinator. Failure to sign the appropriate release forms or to comply with testing procedures otherwise will result in bar from employment. Signing the consent form shall not waive any individual rights available under federal or state law.

APPEAL PROCEDURE

Any disputes involving application of this agreement shall be referred to the Dispute and Grievance procedure established by the Labor Agreement.

SAP COORDINATOR

The Company shall establish and maintain a Substance Abuse Program Coordinator position to monitor compliance with this agreement and to provide assistance to employees with questions concerning drug or alcohol test procedures, availability of counseling or rehabilitation or any other substance related matters. All inquiries to the Coordinator will be confidential. The Company is eager to help employees with substance problems. The Coordinator will be prepared to assist employees in discussing insurance coverage and locating available counseling, rehabilitation and community resources. The Coordinator will set up a drug/alcohol abuse rehabilitation program.

SAVINGS AND SEPARABILITY

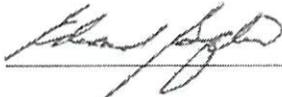
It is not the intention of the Union or the Company to violate any federal or state laws by enactment of this agreement or in its application. In the event any provisions of the agreement are held to be illegal or void as being in contravention of any law, the remaining provisions shall remain in full force and effect. The parties agree further to meet promptly to commence negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements, the applicable law and the intent of the parties hereto.

REVISIONS OR AMENDMENTS

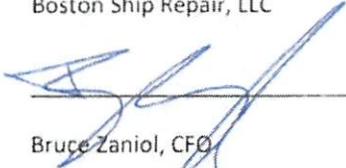
No revisions or amendments shall be made to this policy except with the written approval of the parties to this agreement. This policy will be effective as part of the labor Agreement and shall remain in effect for the duration of the said agreement unless terminated or amended by mutual consent.

IN WITNESS WHEREOF, Boston Ship Repair, LLC has caused these presents to be signed by its duly authorized officers; the Industrial Union of Marine and Shipbuilding Workers of America, I.A.M.A.W., A.F.L.-C.I.O. has caused these presents to be signed by its duly authorized officer: and Local Lodge S-25 of District Lodge #4 of the Industrial Union of Marine and Shipbuilding Workers of America, I.A.M.A.W., A.F.L.-C.I.O., has caused these presents to be signed by its duly authorized officers this 1st day of June, 2019

For the Company:



Edward Snyder, President
Boston Ship Repair, LLC



Bruce Zaniol, CFO
Boston Ship Repair, LLC



Kathie Szymanski, HR Manager
Boston Ship Repair, LLC

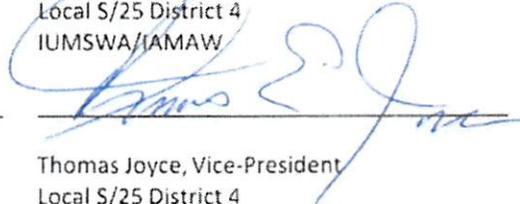
For the Union:



George Edwards, ADBR
IUMSWA/IAMAW District 4



Andre LaVertue, President
Local S/25 District 4
IUMSWA/IAMAW



Thomas Joyce, Vice-President
Local S/25 District 4
IUMSWA/IAMAW

IAM NATIONAL PENSION FUND
STANDARD CONTRACT LANGUAGE
CBA INSERT

ARTICLE 29 - PENSIONS

A. The Employer shall contribute to the IAM National Pension Fund (the "Fund") for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ <u>4.65</u>	For Each Hour	<input checked="" type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective <u>June 1</u> <u>20 19</u>
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ <u>20</u>
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ <u>20</u>
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ <u>20</u>

*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:
Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.
Hourly rate – standard work week is at least 40 hours but less than 5 days.
Daily rate – standard work week is 5 days but less than 40 hours.

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

The contribution rates above apply to the following job classifications:

- All job classifications covered by this Agreement
- Only the following job classifications**: Job Classification Structure A

**Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- 40 hours per week
- 2080 hours per year (with no weekly maximum)
- No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B, they must be listed below:

- None
- 1. _____
- 2. _____
- 3. _____
- 4. _____

D. The parties may negotiate that contributions will continue based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes No

If yes, indicate how long: 1 elected or appointed Union position for up to 1 year

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, but no later than sixty (60) calendar days after date of hire. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

- 1) Will contributions begin from date of hire? Yes No
- 2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes No
- 3) If no, indicate length of time contributions will be excluded (specify calendar or working days) 720 hours.
- 4) Indicate the length of the probationary period after working 720 hours.
- 5) Does the company hire temporary employees? Yes No
- 6) Will contributions for temporary employees begin from date of hire? Yes No
- 7) If no, will contributions for temporary employees begin at 90 calendar days? Yes No
- 8) If no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) n/a.

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

– END OF STANDARD CONTRACT LANGUAGE –

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FOR THE UNION:

Local S25 District Lodge

Name and Number of Lodge

George Edwards
Union Signature

George Edwards

Printed Name of Union Representative

ADBR

Title

Date: June 1, 2019

Email Address: godwardsd14a@hotmail.com

FOR THE COMPANY:

Boston Ship Repair LLC

Name of Company

Bruce Zaniol
Employer Signature

Bruce Zaniol

Printed Name of Employer Representative

CFO

Title

Date: June 1, 2019

Email Address: bzaniol@northeastship.com

EMPLOYER'S IRS IDENTIFICATION NUMBER: 20 . 8366819

Company mailing address: Boston Ship Repair, 32a Drydock Avenue, Boston, MA 02210

For plants or terminals located at:
32a Drydock Avenue, Boston, MA 02210

(Street)	(City)	(State)	(Zip)
(Street)	(City)	(State)	(Zip)

RECEIVED AND ACKNOWLEDGED BY:

Ryk Tierney
Authorized Officer Signature

Date: 9/20/2019

Authorized Officer: Ryk Tierney, Executive Director

IAM NATIONAL PENSION FUND
STANDARD CONTRACT LANGUAGE
CBA INSERT

ARTICLE 29 - PENSIONS

A. The Employer shall contribute to the IAM National Pension Fund (the "Fund") for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ <u>2.00</u>	For Each Hour	<input checked="" type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective <u>June 1</u> 20 <u>19</u>
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ 20____
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ 20____
\$ _____	For Each Hour	<input type="checkbox"/>	For Each Day	<input type="checkbox"/>	effective _____ 20____

*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:
Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.
Hourly rate – standard work week is at least 40 hours but less than 5 days.
Daily rate – standard work week is 5 days but less than 40 hours.

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

The contribution rates above apply to the following job classifications:

- All job classifications covered by this Agreement
- Only the following job classifications**:

** Job Classification Structure B applies to employees hired after April 1, 2019

**Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- 40 hours per week
- 2080 hours per year (with no weekly maximum)
- No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B, they must be listed below:

- None
- 1. _____
- 2. _____
- 3. _____
- 4. _____

D. The parties may negotiate that contributions will continue based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes No

If yes, indicate how long: 1 elected or appointed Union position for up to 1 year

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, but no later than sixty (60) calendar days after date of hire. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

- 1) Will contributions begin from date of hire? Yes No
- 2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes No
- 3) If no, indicate length of time contributions will be excluded (specify calendar or working days) 720 hours.
- 4) Indicate the length of the probationary period after working 720 hours.
- 5) Does the company hire temporary employees? Yes No
- 6) Will contributions for temporary employees begin from date of hire? Yes No
- 7) If no, will contributions for temporary employees begin at 90 calendar days? Yes No
- 8) If no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) n/a.

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

-- END OF STANDARD CONTRACT LANGUAGE --

[The remainder of this page is intentionally left blank.]

FOR THE UNION:

Local 828 District Lodge

Name and Number of Lodge

George Edwards
Union Signature

George Edwards

Printed Name of Union Representative

ADBR

Title

Date: June 1, 2019

Email Address: godwardsd4a@hotmail.com

FOR THE COMPANY:

Boston Ship Repair LLC

Name of Company

Bruce Zaniol
Employer Signature

Bruce Zaniol

Printed Name of Employer Representative

CFO

Title

Date: June 1, 2019

Email Address: bzanlot@northeastship.com

EMPLOYER'S IRS IDENTIFICATION NUMBER 20-8366819

Company mailing address: Boston Ship Repair, 32a Drydock Avenue, Boston, MA 02210

For plants or terminals located at:
32a Drydock Avenue, Boston, MA 02210

(Street)	(City)	(State)	(Zip)
(Street)	(City)	(State)	(Zip)

RECEIVED AND ACKNOWLEDGED BY:

Ryk Tierney
Authorized Officer Signature

Date: 9/23/19

Authorized Officer: Ryk Tierney, Executive Director



IAM NATIONAL
PENSION FUND

LANGUAGE FOR ADOPTING REHABILITATION PLAN

PREFERRED SCHEDULE

SUPPLEMENTAL AGREEMENT BETWEEN

Boston Ship Repair LLC

AND

Local S/25 District 4 IUMSWA/IAMAW

This Supplemental Agreement between Local S/25 District 4 IUMSWA/IAMAW (“Union”) and Boston Ship Repair LLC (“Employer”) supplements the parties’ Collective Bargaining Agreement (the “CBA”) dated from June 1, 2019 through May 31, 2022.

Effective June 1, 2019 Employer will contribute to the Fund under the schedule of additional contributions rates required under the Preferred Schedule of the Rehabilitation Plan adopted by the Board of Trustees of the Fund on April 17, 2019 (the “2019 Rehabilitation Plan”), which is incorporated by reference into this Supplemental Agreement.

The Employer’s current contribution obligations under the CBA are:

<u>YEAR</u>	<u>CONTRACTUAL CONTRIBUTION RATE</u>
Year Supplemental Agreement is adopted:	
Year 1: \$0.12	\$4.65 per Hour
Year 2: \$0.24	\$4.65 per Hour
Year 3: \$0.36	\$4.65 per Hour

- Effective on the Adoption Date, and on each Adoption Date anniversary, the Employer’s contribution rate otherwise obligated under the CBA will increase by a compounding 2.5% while the Rehabilitation Plan remains in effect.
- Additional Employer contributions will be rounded to the nearest cent as follows: When rounding, one ½ cent and greater will be rounded up, less than one ½ cent will be rounded down.

All remaining provisions of the CBA remain in effect to the extent they are consistent with the 2019 Rehabilitation Plan.

AGREED TO this 1 day of June 2019, by and between:

Andre LaVertue, President

Local S/25 District 4 IUMSWA/IAMAW

Bruce Zaniol, CFO

Boston Ship Repair LLC

I.A.M. NATIONAL 401(K) FUND
STANDARD CONTRACT LANGUAGE
CBA INSERT

A. The undersigned employer wishes to contribute to the I.A.M. National 401(k) Fund (the "Fund" or "Plan") for all of its employees who are working under a Collective Bargaining Agreement with the International Association of Machinists & Aerospace Workers effective June 1, 2019 through May 31, 2022 (the "CBA"). This Agreement shall remain in effect until the employer is no longer required to participate in the Plan.

B. Elective Contribution Option – The parties to the CBA may agree to Elective Contributions by the employees working under the CBA.

Will the employer make authorized pre-tax and/or after-tax deductions of a percentage of the employees' gross wages for each pay period for any employee covered by the CBA who has enrolled and authorized that such payroll deduction be made? Yes No

If yes, Elective Contributions will be effective June 1, 2019.

C. Automatic Payroll Deduction Option – Automatic enrollment is not required, but this section must be completed:

The parties to the CBA may agree to automatically enroll all employees working under the CBA in the Plan.

Will all employees covered by the CBA be automatically enrolled in the Plan? Yes No

If yes, please indicate the fixed percentage: 3 %

If automatic enrollment is elected, then the employer is required to deduct the fixed percentage above from each employee's gross wages and remit it to the Fund. These amounts must be forwarded to the Fund Office no later than the date described in paragraph "E" below, unless the employee affirmatively elects (1) not to have the automatic deduction, or (2) to have a different percentage deducted from his or her wages.

D. Employer Contribution Option – The parties to the CBA may agree to an Employer Contribution on behalf of the employees working under the CBA.

Will the Employer make a contribution on behalf of the employees? Yes No

If yes, indicate the form of the Employer Contribution by checking and completing the applicable option below:

Employer Match: The Employer will match % of the employees' total pre-tax contributions up to %.

Employer Contribution: Employer will contribute \$ _____ per hour for each hour worked to a maximum of forty (40) hours per week.

Other: _____

Please indicate the frequency of payment of the Employer Contribution only (for example, pay period, monthly, quarterly): _____

- E. Contributions required under paragraphs "B" and "C" above must be made on the earliest date on which the deducted amounts can be reasonably segregated from the employer's general assets, but in no event received later than the seventh (7th) business day following the date that payments are made to the employee ("Due Date"). Otherwise, the Fund will consider a contribution to be delinquent, subject to collection under the Fund's rules.
- F. A newly-hired employee will become a Plan participant after completing one hour of service, unless the CBA calls for the employee to complete a probationary period. However, for purposes of participating in the Plan, in no event can a probationary period be longer than 1,000 hours of service from the date of hire.
- G. The employer agrees to make deductions from the employee's wages of any amounts required by the Fund to pay back a loan taken from the Fund by the employee, if applicable. Such amounts will be deducted and remitted to the Fund in accordance with the Fund's timing rules for contributions found in paragraph "E."
- H. The employer agrees to implement the deferral elections made by the employees who are working under the CBA, and to provide the Trustees of the Fund (the "Trustees") with all compensation information and other data needed for the Trustees to administer the Plan in accordance with its terms and applicable law.
- I. The employer agrees to be bound by (i) the I.A.M. National 401(k) Fund Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement (the "Trust Agreement"), which is incorporated into this Agreement and made a part hereof, (ii) any rules and regulations adopted by Trustees in administering the Fund, and (iii) the terms of the Plan document currently in effect and as may be amended from time to time.
- J. No oral or written modification of this Agreement shall be binding on the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement, or arbitration agreed to by the parties to the CBA shall be binding on the Fund, unless the Fund has agreed to be a party to such proceeding.
- K. This Agreement shall become effective as soon as practicable following its acceptance by the Trustees. No employee deductions shall be remitted to the Fund until the parties to the Agreement are provided notification of acceptance by an authorized representative of the Fund.

- L. The employer shall allow the Fund to audit the payroll and wage records of the employer as necessary to determine whether and to what extent the employer has made the contributions required herein and the employer agrees to comply with the provisions of the Trust Agreement and Fund rules relating to such audits. The employer agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit including, in certain circumstances, the costs to perform the audit, promptly upon demand by the Fund. The employer agrees to be bound by the terms and conditions of the Fund's Trust Agreement.
- M. The employer understands that its participation in the Plan is conditioned on the employer's compliance with the participation, coverage and non-discrimination requirements of the Internal Revenue Code (the "Code"), and the Plan not being a top-heavy Plan with respect to the employer's non-bargaining unit employees. If (i) the employer fails to comply with the Code requirements referenced in the previous sentence, or (ii) the Plan is top-heavy with respect to the employer's non-bargaining unit employees, or (iii) the employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the employer's employees shall terminate.

**-- END OF STANDARD CONTRACT LANGUAGE --
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FOR THE UNION:

Local Lodge S-25 - Lodge #4

Name and Number of Lodge

George Edwards

Printed Name of Union Representative

ADBR

Title

Union Signature

Date:

7-30-19

Email Address:

gedwards@ply
a href="mailto:gedwards@ply.com">gedwards@ply.com

FOR THE COMPANY:

Boston Ship Repair LLC

Name of Company

Bruce Zaniol

Printed Name of Employer Representative

Chief Financial Officer

Title

Employer Signature

Date:

7-30-19

Email Address:

bzaniol@northeastship.com

EMPLOYER'S IRS IDENTIFICATION NUMBER: 20 - 8366819

Company mailing address:

32a Drydock Avenue, Boston, MA 02210

(Street)

(City)

(State)

(Zip)

For Plants or terminals located at:

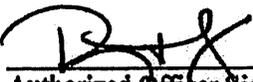
(Street)

(City)

(State)

(Zip)

ACKNOWLEDGE AND RECEIVED BY:


Authorized Officer Signature

Date: 9/20/2019

Authorized Officer: Ryk Tierney, Executive Director