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Agreement Between

GENERAL DYNAMICS

ELECTRIC BOAT

GROTON, CONNECTICUT

12/17/02

17100

and the

MDA-UAW, Local 571

November 7, 2001 - July 28, 2006

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PREAMBLE

This AGREEMENT made this November 7, 2001, by and between the ELECTRIC BOAT CORPORATION, Groton, Connecticut, a Delaware Corporation hereinafter called the Employer, and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA and its local union, MARINE DRAFTSMEN'S ASSOCIATION MDA-UAW LOCAL 571 duly authorized, hereinafter called the Union.

WITNESSETH:

WHEREAS, the Union was certified on October 9, 1945, by the National Labor Relations Board as the exclusive representative of certain employees, hereinafter defined, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment; and

WHEREAS, the Union has again furnished adequate proof that it has been duly authorized by a majority of employees hereinafter defined to represent them for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; and

WHEREAS, with the intent and purpose of continuing to promote harmonious and mutually beneficial relations between the Employer and those employees of its Connecticut facilities represented by the Union, the Employer and the Union have, as a result of discussions and negotiations, arrived at an understanding.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties hereto mutually covenant and agree as follow, vis:

ARTICLE I RECOGNITION

The Employer recognized the Union as the certified representative of employees in technical and clerical classifications working in Engineering and Engineering support functions who are employed in the Employer's facilities in Connecticut, and any other location as hereinafter may be added to the foregoing by mutual agreement of the parties, but excluding:

1. Employees represented by the Metal Trades Council of New London County (AFL-CIO).
2. Employees represented by the Patternmaker's Association.
3. Employees who are employed in any of the following sections, functions or departments of the Company wherever they may exist:
Public Relations; Legal; Human Resources; and Security.
4. A Secretary or Staff Assistant who is employed in any of the following sections, functions or departments of the Company wherever they may exist:
The offices of the President and Staff Managers, including: Vice Presidents, Directors and Program Managers.
5. All Secretaries who report to Department Heads. Per Memorandum of Agreement #22.
6. All Salaried and supervisory employees.

ARTICLE II NON-BARGAINING UNIT EMPLOYEES

Non-bargaining unit employees shall not perform work normally performed by bargaining unit employees except as required to properly instruct

bargaining unit employees. It is understood that work normally performed by the bargaining unit that becomes shared under the auspices of the cultural change process (PADP for example) between bargaining unit and salaried employees, will remain exclusively bargaining unit work should that work be contested in the future.

This Article shall not be construed to restrict or require modification to current practices.

The Employer shall maintain a system to review all requisitions for salaried positions and shall periodically review job functions performed by salaried non-supervisory personnel on an on-going basis to ensure that the work performed is in fact not bargaining unit work and will conduct job audits in accordance with Memorandum of Agreement #29.

The Employer will provide a copy of all job postings for salaried, non-supervisory positions in engineering and engineering support departments.

The provisions of Memorandum of Agreement No. 34 shall govern the performance of Engineering Support work.

ARTICLE III UNION SECURITY

SECTION 1. Any employee on the Employer's active payroll who is in the bargaining unit and employees hired, recalled, or transferred into the bargaining unit subsequent to the effective date of this Agreement shall be required, as a condition of employment, by the thirty-first day of employment, recall, or transfer, to join (unless already a member) and maintain membership in the Union.

This section shall be effective only when in compliance with applicable State and Federal law and to the extent permitted thereby.

SECTION 2. The Employer will deduct one hours wage of each employee who consents to such deduction on a properly executed authorization card the second and third week of the month. Initiation or reinstatement fees shall also be deducted at the rate of five dollars (\$5.00) each

second and third week of the month from the wages of each employee who consents to such deduction on a properly executed authorization card. Union dues that are in arrears will be deducted on a weekly basis. The weekly deduction will be \$10.00.

SECTION 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

ARTICLE IV UNION ACTIVITIES

SECTION 1. The Union hereby agrees that it will take the necessary affirmative action to prevent any of its members from carrying on Union activities on Employer's property during working hours.

SECTION 2. Within fourteen (14) days after the signing of this Agreement and subsequently as changes occur, the President of the Union shall notify the Employer in writing of the names of all Officers, Councillors, members of the Union Grievance Committee, and the chairman of the Performance Review Committee.

SECTION 3. The President of the Union and the Director of Hourly Employee Relations shall periodically meet to review the amount of time utilized by the appropriate Union Representative(s) to meet obligations under the terms of the Collective Bargaining Agreement.

ARTICLE V MANAGEMENT RIGHTS

In the interpretation of this Agreement, the Employer shall not be deemed to have been restricted in any way in the exercise of the regular and customary functions of management except as specifically limited in the provisions of this Agreement.

ARTICLE VI GRIEVANCE PROCEDURE

SECTION 1. It is mutually understood and agreed that all grievances arising hereunder shall be dealt with as provided for in this section. The word "grievance" means dissatisfaction and complaint with classifications, wages, hours, or other conditions of employment by any individual employee. It is further agreed that a verbal attempt will be made to settle the grievance with the immediate supervisor prior to submitting a written grievance.

SECTION 2. All grievances not settled verbally in accordance with Section 1 above must be presented in writing within twenty (20) working days from date of knowledge of the occurrence or knowledge of the failure of occurrence, whichever may be the case, of the incident upon which the grievance is based.

SECTION 3. WRITTEN GRIEVANCES.

Written grievances shall in all cases be presented in not less than duplicate on a jointly agreed upon grievance form. A written grievance shall indicate:

- A. A statement of fact.
- B. The specific portion of the Agreement allegedly violated, if any.
- C. The date(s) of the alleged violation and the employee(s) involved if known.
- D. The specific relief desired.
- E. The signature of the aggrieved employee, when applicable, and a Union representative.

SECTION 4. GRIEVANCE STEPS.

Step 1. Grievances shall in the first instance be presented to the supervisor of the employee or group of employees involved.

Step 2. If, within three (3) working days after presenting the grievance to the supervisor, it is not satisfactorily adjusted, it shall be referred to the Senior Management Representative of the division of the bargaining unit

involved or to such person as shall be designated by the management to act in place thereof. The hearing for Step 2 may be held simultaneously with Step 1 at the Senior Management Representative's option. In such case, however, the time allowed for Step 2, if necessary, shall commence from the time of the combined hearing.

Step 3. If, within three (3) working days after presenting the grievance in Step 2 hereof, it is not satisfactorily adjusted, it shall be referred to the Labor Relations Section of the Human Resource Department. At the request of either party the grievance shall then be heard within five (5) working days by a Grievance Committee consisting of not more than four (4) representatives of the Union and not more than an equal number of representatives of the Employer exclusive of witnesses in an attempt to reach a satisfactory resolution of the issue. (Toward that end, the parties agree to disclose their positions in detail and upon request, to exchange information regarding the evidence upon which they intend to rely in arbitration if the matter remains unresolved. Any additional evidence not disclosed at this meeting may not be utilized at the arbitration hearing unless the party (parties) was genuinely unaware of the evidence at the Step 3 meeting. The party who finds such additional evidence agrees to notify the other party of such findings so that an additional effort may be made to resolve the issue prior to arbitration, or if found during arbitration, agrees to notify the other party of such evidence before it is presented in testimony).

Step 4. If the grievance is not adjusted by the parties, it may be designated by either party, in writing, to be submitted to arbitration within forty (40) working days of the third step hearing unless the time for submission is extended by written agreement of the parties, any grievance not so submitted will be considered administratively closed.

Within fifty (50) working days after the Step 3 hearing, and before the grievance has been submitted to arbitration and a hearing date has been scheduled, at the request of either party the Union President and/or the International Representative shall meet with the Company to review the grievance in an attempt to reach a satisfactory resolution of the issue.

SECTION 5. In the case of any questions involving the interpretation of the Agreement or affecting all members of this bargaining unit, the first two steps of the grievance procedure shall be omitted and the case shall be referred directly to the Labor Relations Section of the Human Resource Department by the President of the Union or his designee. All other steps and conditions including the use of grievance forms shall remain the same.

SECTION 6. GRIEVANCE SETTLEMENTS (WRITTEN STEPS).

If a grievance is adjusted at any written step of the grievance procedure, the adjustment shall be noted on the grievance form and shall be signed by the Employer representative and the Union representative reaching the adjustment. At any written step of the grievance procedure where no adjustment is reached, the grievance form shall bear a notation that the grievance is unsettled, shall be signed by the Employer representative and the Union representative then handling the grievance, and shall be referred to the next step in the grievance procedure as provided herein.

SECTION 7. RETROACTIVITY.

- A. The settlement of grievances involving requests for wage adjustments shall be retroactive to the nearest pay day to the time when the Union Representative presented the grievance if in the settlement of the grievance it is determined that the employee should have had the wage adjustment when the grievance was presented.
- B. It is agreed that in reaching a solution to a grievance that involves a monetary settlement, the settlement will not involve any period prior to twenty (20) working days from the date that the grievance was presented in writing. However,

a violation of Article II after counseling of an identified violator by a Department Head and Union representative will result in a monetary liability not to exceed sixty (60) hours regardless of date of knowledge of violation with the understanding that a violation will be considered stale after one (1) year from date of occurrence. The Company is precluded from reassigning the same work to a different employee in circumvention of the intent of this provision.

SECTION 8. Union Representatives attending Grievance Committee Meetings as provided herein shall notify their supervisors reasonably in advance.

SECTION 9. A representative of the International, after receiving permission from the Employer's Director of Hourly Employee Relations shall have the right to enter the Employer's plant during business hours for the purpose of participating in the settlement of grievances that remain unresolved at the completion of the third step or taking up pertinent matters with the Director of Hourly Employee Relations.

SECTION 10. ARBITRATION.

The parties will maintain two (2) panels of arbitrators who will serve to hear disputes. One panel will contain arbitrators to hear discipline and discharge grievances. The other panel will contain arbitrators who will hear disputes involving contract interpretation. Arbitrators selected from the discipline panel shall determine the issue of just cause only and will not be authorized to resolve other issues. In the event the Union challenges discipline or discharges on other contractual or legal standards, it shall utilize an arbitrator from the contract interpretation panel who shall resolve all appropriate issues including just cause.

Arbitrators from the discipline and discharge panel will be selected on the basis of "first up, first used" in alphabetical order. When an arbitrator is called for a hearing and cannot meet within forty-five (45) days, the parties will continue down the roster until an arbitrator accepts the assignment. Those called, but not available, will not be called again until their names appear again in rotation.

Arbitrators from the contract interpretation panel will be selected on the basis of mutual agreement. If the parties cannot mutually agree upon the selection of an arbitrator, the parties shall alternately strike one (1) name from the panel (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be the arbitrator.

In the event that one of the arbitrators listed on one (1) of the panels cannot continue to serve as an arbitrator, the parties shall meet within thirty (30) days to discuss a replacement. Should they fail to agree to a replacement within sixty (60) days of the occurrence of the vacancy, the parties shall obtain from the National Academy of Arbitrators a list of member arbitrators residing in New England, New York, and New Jersey. Each party will nominate three (3) names from the list. A seventh nominee will be determined by lot. The parties shall alternately strike names from the list (the right to strike the first name having also been determined by lot) until only one (1) name remains and that person shall be the replacement arbitrator.

Prior to the scheduling of an arbitration hearing date, the parties shall make an earnest effort to agree upon the framing of the issue for arbitral resolution and stipulation of relevant undisputed facts in order to expedite the arbitration hearing.

All arbitrations under this Agreement, whether conducted by any of the listed arbitrators or any other person, shall be conducted in accordance with the AAA Labor Arbitration rules.

The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, or its written supplements, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance and if so, he/she shall formulate a remedy therefore. The decision and award of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

ARTICLE VII PROGRESSIVE DISCIPLINE

SECTION 1. If the employer is dissatisfied with an employee's attendance (unknown/unexcused), performance (poor quantity, quality or knowledge) or chronic behavior that creates disharmony in the workplace, any disciplinary action taken must be in accordance with the procedures agreed upon for progressive discipline as defined herein.

SECTION 2. The first step of progressive discipline shall be discussion between the employee and his immediate supervisor. Should the cause of the dissatisfaction continue a recorded verbal warning, which shall state the date and reason may be issued. Recorded verbal warnings shall remain within the employee's departmental records and shall be eliminated from the employee's record within six (6) months should no grounds for further disciplinary action exist.

Should repetition or continuance of the cause of the recorded verbal warning within six (6) months justify further disciplinary action, a written warning which shall state the date and reason may be issued.

SECTION 3. When a supervisor intends to issue any form of discipline to a bargaining unit employee, the employee will be informed of this contemplated action and will be given the opportunity to have a union representative present at the time the discipline is issued.

SECTION 4.

- A. Warning slips pertaining to unsatisfactory attendance, performance, and creating chronic disharmony in the workplace which fall under the progressive disciplinary steps outlined in Section 2 above and other less severe violations of rules and regulations which historically fall under separate progressive disciplinary steps will be eliminated from the personnel records of the employee after a period of six (6) months provided no other warning slips for like

infractions have been issued during the interim period, i.e., it is understood that this language identifies four (4) separate progressive disciplinary pathways.

- B. A supervisor may, if he deems it appropriate, remove a previously issued warning slip from an employee's record earlier than the periods indicated above.

SECTION 5. The Employer agrees to provide the Union with a copy of each warning slip issued to members of the bargaining unit on a weekly basis.

SECTION 6. If the Union, upon investigation, determines that any disciplinary action taken was unjustified or inappropriate it may file a grievance under the provisions of Article VI.

ARTICLE VIII HOURS OF EMPLOYMENT AND OVERTIME RATES

SECTION 1. BASIC WORK WEEK AND WORK DAY.

Forty (40) hours shall constitute a normal work week, eight (8) hours per day, five (5) days per week, Monday through Friday, inclusive.

The normal work day shall be eight (8) hours in any twenty-four (24) hour period starting with an employee's regular shift.

SECTION 2. OVERTIME

Time and one-half shall be paid for all work performed in excess of eight (8) hours in any twenty-four (24) hour period, Monday through Friday, and for all work performed on Saturday and Holidays.

Double time shall be paid for all work performed on Sunday.

The Employer will make an earnest effort to divide available overtime equally among qualified employees in their respective classifications within the department and among those qualified employees supervised by a common manager.

Upon request the Employer will furnish the Union, within ten (10) working days, a record of all overtime worked by employees in the above groups requested for the preceding four (4) month period.

No employee will be required to work overtime unless so notified before his previous work shift ends except in cases unforeseen by the Employer or, in the case of Saturday overtime, unless notified by Thursday, except in cases unforeseen by the Employer. An employee notified to work on Saturday, who is absent from work on the preceding Friday, must notify the Employer before noon on Friday of his availability for Saturday. Should the employee not notify the Employer, or not be available, the Employer has the right to substitute another employee for the Saturday overtime.

An employee may refuse an overtime assignment only when he has a reasonable excuse and the refusal in such event will not prejudice his right to future overtime. However, for the purpose of equalizing overtime, this refusal shall constitute having worked such hours and will be charged accordingly.

Employees will not be deprived of an overtime assignment as a disciplinary measure.

SECTION 3. CALL-IN AND REPORT TIME.

- A. In the event an employee reports for work at the start of his regular shift without previously having been notified not to report and no work is available, he shall be given four (4) hours pay. In the event an employee is notified to report for work on Saturday or Sunday, he shall be paid for not less than four (4) hours work at the appropriate overtime rate.
- B. If, after having completed his work assignment for the day and having left the plant, an

employee is recalled to work, he shall be paid for not less than four (4) hours additional work at the appropriate overtime rate.

- C. The Employer shall not be liable for report time, call-in pay or recall pay for the failure to provide work as the result of fire, flood, failure of power or Acts of God.

SECTION 4. Nothing in this Article shall be construed as a guarantee of hours of work per day or per week.

SECTION 5. The Employer agrees to give the Union reasonable notice of any proposed change in scheduled shift working hours and an opportunity to discuss the proposed change. In the event of failure to agree upon the proposed change, the Employer shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

SECTION 6. PYRAMIDING OF RATES.

Nothing in this Agreement shall be construed so as to require the payment of overtime on overtime or pyramiding of overtime as a result of computing hours worked in accordance with this Agreement.

SECTION 7. ALTERNATIVE WORK WEEKS

- A. The following options shall apply when staffing the first shift:
1. Four (4) ten (10) hour days Monday through Friday with a rotating day off within the work week.
 2. Four (4) ten (10) hour days Monday through Friday with a fixed day off within the work week (either Tuesday, Wednesday or Thursday).
 3. Five (5) eight (8) hour days Monday through Friday (with a one-half (1/2) hour lunch period).

- B. The following options shall apply when staffing the second shift:
1. Four (4) ten (10) hour days Monday through Thursday.
 2. Four (4) ten (10) hour days Tuesday through Friday.
 3. Five (5) eight (8) hour days Monday through Friday.

- C. The provisions of the MDA contract shall apply with the following exceptions:

1. Employees utilizing options A.1., A.2., B.1. and B.2., shall be paid straight time for ten (10) hours. All time worked over ten (10) hours within a twenty-four (24) hour period shall be time and one-half.
2. All time worked on regularly scheduled days off shall be paid at time and one-half.

Example: An employee is scheduled to work Monday through Thursday, ten (10) hours each day and is asked to work on Friday. All hours worked on Friday will be paid at the rate of time and one-half.

- D. In any work week in which a one-day holiday occurs, employees will either work four (4) eight (8) hour days and take the holiday or work four (4) ten (10) hour days and float the holiday in accordance with the provisions of Article XIII. During Thanksgiving week, all employees will be required to work three (3) eight (8) hour days and take two holidays.

- E. Employees may begin participation in the alternative work schedule program at any time. Employees who initially select a particular alternative work schedule may change it at any time. However, once the change has been made, employees must remain in their new schedule for a minimum of three (3) months. Day off switches on an employee's original schedule must be sent to Timekeeping, in writing, on the Ten (10) Hour Shift - Option Change Request form

no later than the Friday before the change is to occur. Supervision must use reasonable discretion when allowing day-off switches. The procedure is intended to allow changes to existing schedules as an exception rather than the rule. Consistent with the need for balanced staffing, the Company will attempt to accommodate schedule change requests to the maximum extent possible.

- F. *If business needs arise in a certain area that cause a conflict with an alternate work week schedule, a meeting will be held with representatives of the Union and the Company to discuss the problem. In the event the parties are unable to resolve the problem, the Company may make a decision and the Union reserves the right to file a grievance on the matter.*

SECTION 8. FLEXIBLE WORK WEEK

Employees may request to deviate from their normal work schedules in order to accommodate personal needs so long as they work and/or charge remaining entitlement time for a total of forty (40) hours during the week. Any request to work a flexible work week must be made in advance and will be granted unless the requested schedule cannot be accommodated based on business needs. Employees working a flexible work week will not be entitled to cycle time. They will not be entitled to receive overtime pay for any hours worked (including Saturday and Sunday) until the total of their working hours and charged remaining entitlement time exceeds forty (40) hours during the week.

ARTICLE IX PROMOTIONAL TRANSFERS

It is the intention of the Employer and the Union to encourage the policy of promotion from within. Toward that end the Employer will maintain a promotional transfer system as defined herein.

The purpose and intent of the promotional transfer system is to provide opportunities for upgrading of individuals to better utilize their skills through transfers to other positions within the bargaining unit usually to a different functional category or work category. It is generally not intended to apply to lateral (intra work category) transfers between departments unless such transfer is intended to result in a promotional opportunity to a defined position within six (6) months of the transfer date.

Upon completion of their probationary period employees who wish to seek a promotional transfer shall fill out a Transfer Request Form (E.B. Form 84-00-3674) and submit it along with a resume of their work experience and other job skills and educational background to the Personnel Department where it will be kept on file for a six (6) month period.

All such requests for transfer will be maintained by the Personnel Department as a pool of potential applicants for job openings which may occur within the bargaining unit. When the Personnel Department receives a request from a department to fill an opening within the bargaining unit they shall first review the transfer request forms on file for qualified applicants prior to otherwise seeking to fill the job openings. The Company is not required, however, to favor current bargaining unit employees in filling such openings.

Continue existing language relative to: a) the department making the offer to hold the opening, b) the releasing department not being able to refuse release and c) return of transfer request forms to individuals after six (6) months.

ARTICLE X WAGE RATES

SECTION 1. WAGES.

It is mutually understood and agreed that wages shall be paid in accordance with the provisions of this Article and the classification structure herein.

SECTION 2. RATE CHANGE.

- A. Automatic Progression rate changes. The employer hereby agrees that the rate increases

will be received by the employee on the Sunday nearest to the beginning of a progression period.

- B. **Performance Review Rate Changes.** The employer hereby agrees that approved changes in rate of pay or classification will be received by the employee within four (4) weeks of the date it was initiated by the immediate supervisor, and further, that it will be made retroactive to within two (2) weeks of initiation by the supervisor.
- C. The Employer further agrees that an employee requesting a change in rate of pay or classification will be given notice of management's decision on the action taken within two (2) weeks of the date of request.

SECTION 3. LEARNERS.

Outstanding learners can be advanced in a period of less than four (4) months and will not be restrained from advancing more than one (1) step at a time.

SECTION 4. BASE RATE, WORKING RATE.

- A. The base rate as used in this Agreement shall be the basic hourly rate of an employee excluding all other payments.
- B. Working rate as outlined in this Agreement shall be the employee's base rate plus other applicable payments, as provided in this Agreement.

SECTION 5. SHIFT PREMIUM.

- A. The second and third shift employees shall receive seven percent per hour above base rates, figured to the nearest cent.
- B. When the Company directs employees to begin work prior to 6:29 a.m. or after 12:00 noon, such employees will be paid shift premium for all hours worked that day regardless of the day of the week.

- C. Whenever an employee is receiving shift premium and his assignment continues into the first shift, shift premium will continue to apply.
- D. Shift premium will not apply in the case of any part-time employee.
- E. When first shift employees request to begin work prior to 6:29 a.m. or after 12:00 noon for personal reasons and such requests are granted, such employees are not entitled to any shift premium or cycle time for that shift.

Example: An employee's normal shift is 7:30 a.m. through 4:00 p.m. On Tuesday the employee requests to work from 6:00 a.m. to 2:30 p.m. in order to attend a personal appointment. The employee is not entitled to shift premium or cycle time for that shift.

- F. Only second and third shift employees who are directed to work on the first shift on a scheduled workday or day off (Monday through Friday) will be paid shift premium and, if applicable, cycle time. The above applies only to assignments of one (1) week or less.
- G. Second and third shift employees who work first shift on weekend days will receive shift differential and, if applicable, cycle time for all hours worked.

SECTION 6. INCREASES.

Nothing in the Agreement shall be considered as denying the employee the right to request an increase.

SECTION 7. SUBMARINE SEA TRIAL PAY.

Employees on submarine sea trial duty will be paid as follows:

- A. Monday through Friday - straight time for all hours at the employee's working rate of pay.

- B. Saturday or Holiday - time and one-half for all hours at the employee's working rate of pay.
- C. Sunday - double time at the employee's working rate of pay.

For purposes of calculating Sea Trial Pay, the employee's time card will be utilized; his punch-in time will be considered the start of the sea trial and his punch-out time will be considered the end of the sea trial.

Overtime hours accrued on submarine sea trial duty shall be excluded from calculations when overtime equalization is being figured.

An employee returning from sea trial shall have the right to work his regular shift, or remaining part thereof, providing work is available.

Shift premium will not be paid to employees while on sea trials.

SECTION 8. SEA DUTY OTHER THAN SUBMARINE SEA TRIALS.

Employees who are assigned to sea duty other than submarine sea trials such as oceanographic studies and research projects shall be compensated on the basis of a fourteen (14) hour minimum workday while at sea on trips exceeding twenty-four (24) hours.

SECTION 9. PROGRESSION.

A. Automatic Progression.

- (1) Automatic progression from pay-step to pay-step shall be as follows:

Every four (4) months - Design Group IV and VI.

Every six (6) months - Technical Group IV; Administrative Group III.

Every eight (8) months - Design Group III.

Every twelve (12) months - Administrative Group I and II; Technical Group III.

- (2) An employee within the automatic progression rates may have his/ her raise withheld because of inadequate performance during a progression period. Inadequate performance will be specifically defined to the employee by his/ her immediate supervisor at the time it occurs during the progression period. Supervisor/ employee discussions may be attended by a Union representative at the request of the employee. In cases where the employee and the Union agree that an increase has been unfairly withheld, the Union may consider the disagreement an arbitrable grievance under Article VI of this Agreement.
- (3) Employees may be advanced more rapidly than the established time increments.
- (4) Attendance during an automatic progression period:
 - (a) An employee in a four (4) month progression period who works sixty percent (60%) of the normal working hours (excluding overtime) during a progression period shall receive a pay increase, except as set forth in paragraph A. (2) above.
 - (b) An employee in a six (6) month progression period who works sixty percent (60%) of the normal working hours (excluding overtime) during a progression period shall receive a pay increase, except as set forth in paragraph A. (2) above.

- (c) An employee in an eight (8) month progression period who works sixty percent (60%) of the normal working hours (excluding overtime) during both of the four (4) month periods within a eight (8) month progression period shall receive a pay increase, except as set forth in paragraph A. (2) above.
- (d) An employee in a twelve (12) month progression period who works sixty percent (60%) of the normal working hours (excluding overtime) during both of the six (6) month periods within a twelve (12) month progression period shall receive a pay increase, except as set forth in paragraph A. (2) above.
- (e) If an employee works less than sixty percent (60%) of the normal working hours, during a four (4) month period defined in paragraphs A. (3) (a) and (c) above, due to accumulated lost time as a result of sick, personal time and/or vacation time, his/her immediate supervisor shall have the option to either give him/her the increase based on the employee's performance during the time worked during such four (4) month period, or withhold the increase until the next four (4) month period.
- (f) If an employee works less than sixty percent (60%) of the normal working hours, during a six (6) month period defined in paragraphs A. (3) (b) and (d) above, due to accumulated lost time as a result of sick, personal time and/or vacation time, his/her immediate supervisor shall have the option to

either give him/her the increase based on the employee's performance during the time worked during such six (6) month period, or withhold the increase until the next six (6) month period.

B. Performance Review Progression.

- (1) Progression from pay-step to pay-step shall be as follows:

Every eight (8) months - Technical Group II.

Every twelve (12) months - Design Groups I and II; Technical Group I.

- (2) Each employee's performance will be evaluated by his/her immediate supervisor in intervals of each six (6) months, (Technical Group II intervals will be four (4) months).
- (3) Employees will progress through the pay steps within a job classification providing they receive "satisfactory" or "needs improvement" performance reviews in each review period.
- (4) Each employee shall be given the opportunity to privately discuss his/her performance review with his/her immediate supervisor. Upon completion of the review, the employee shall sign and receive a copy of the form. The signature of the employee will indicate only that the employee has had his/her discussion with his/her supervisor, and not that he/she agrees with the performance review of the supervisor.

Employees at the top rate in Design I, Technical I, and Administration I functional categories will not be issued performance reviews until such time that

performance is deemed "needs improvement" or "unsatisfactory". Consistent with sound supervisory practices, supervisors will provide performance feedback on an ongoing basis.

- (5) In cases where an employee and the Union agree on an unfair performance review, the Union may consider the disagreement an arbitrable grievance under Article VI of this Agreement.
- (6) Changes in comments on the Performance Review Form may be made, at the option of the immediate supervisor, as a result of the supervisor/employee discussion.
- (7) No reference to absenteeism will be included in the written comments on an employee's Performance Review Form until progressive discipline has commenced.
- (8) Employees may be advanced more rapidly than the established time increments.
- (9) Attendance during a performance period:
 - (a) An employee who works sixty percent (60%) or more than sixty percent (60%) of the normal working hours (excluding overtime) during a six (6) month performance period shall receive a performance review.
 - (b) If an employee works less than sixty percent (60%) of the normal working hours due to accumulated lost time as a result of sick, personal time and/or vacation time his/her immediate supervisor shall have the option to either give him/her a performance review, based on the employee's performance during the time worked during the performance period, or withhold the performance review until the next performance period.

- (10) Employees will be reviewed on their individual performance based upon the work assigned during the performance review period.
- (11) A satisfactory performance review shall not have any adverse comments in the remarks area.
- (12) "Unsatisfactory" and "needs improvement" performance reviews shall have comments in the remarks area defining the specific areas where the employee is deficient.
- (13) No employee will be given an unsatisfactory performance review unless he or she has received a "needs improvement" performance review in the preceding review period and has been notified specifically of his/her areas of deficiency as they become apparent during the review period. The Union representative may be present at the option of the employee.

C. Progression Between Job Classifications

- (1) When an employee has progressed through the pay steps of his/her current job classification and has received a sufficient number of satisfactory reviews to progress to the next pay step, he/she shall be promoted to the lowest pay step of the next highest job classification.
- (2) Management shall determine the number of openings for each classification, except as set forth in paragraph C. (4) below. If there are no openings within the next higher classification when an employee becomes eligible for promotion, the first employee to become eligible shall be the first promoted to the higher classification when an opening occurs. If more than

one employee becomes eligible for promotion at the same time, the senior employee shall have preference when an opening occurs.

- (3) When an employee is at the top rate of his/her classification, he/she shall not receive a satisfactory performance review until he/she has the qualifications for the next higher classification.
- (4) Management shall not refuse to promote employees into job classifications within Design Groups III and IV; Technical Group III; Administrative Group I and II because of a lack of openings in those groups.

SECTION 10. SPECIAL PAY PROVISIONS

- A. Team Leader, Category 1 (TL1) - Employees selected by the Company as Team Leaders, Category 1 (TL1) (which includes the traditional title of Chargeman), will be paid at a level of either fifty cents (\$0.50), seventy-five cents (\$0.75) or one dollar (\$1.00) per hour in addition to their normal working rate for all hours worked. The actual level paid will depend on team composition and job responsibility and will be determined by the Company.
- B. Team Leader, Category 2 (TL2) - Employees selected by the Company as Team Leader, Category 2 (TL2) (which includes the titles of Working Leader and Design Working Leader), will be paid at a level of either fifty cents (\$0.50) or seventy-five cents (\$0.75) per hour in addition to their normal working rate for all hours worked. The actual level paid will be determined by the Company.
- C. Instructor - Instructors may be selected by the Company based on need. The Company reserves the right to withdraw the designation of Instructor when it is deemed necessary. Employees selected as Instructors will be

compensated at the following levels and conditions:

First shift Instructors will be paid an additional two dollars (\$2.00) per hour above their normal working rate while engaged in instructing, including preparation time for classroom instruction.

Second and third shift Instructors will be paid an additional two dollars and fifty cents (\$2.50) per hour above their normal working rate while engaged in instructing, including preparation time for classroom instruction.

The Union and the Company will set the criteria to qualify for Instructor pay.

- D. Design Specialist - Employees who have earned the top step in the Design I wage category for a period of one (1) year shall be eligible to receive an additional twenty-five cents (25¢) per hour Design Specialist pay, based on merit. Management's decision to award Design Specialist pay shall not be subject to arbitration.
- E. Sr. Design Specialist - Employees who have received Design Specialist pay for a period of one (1) year shall receive an additional fifty cents (50¢) per hour Sr. Design Specialist pay, provided their performance is deemed satisfactory.
- F. Technical Specialist - Employees who have earned the top step in the Technical I wage category for a period of one (1) year shall be eligible to receive an additional fifty cents (50¢) per hour Technical Specialist pay, based on merit. Management's decision to award Technical Specialist pay shall not be subject to arbitration.
- G. Design/Engineering Flexibility Premium - Employees who are classified or who become classified in the following Design I seniority codes will be paid a premium of \$.25 per hour effective

August 26, 1990, an additional \$.15 per hour on August 25, 1991 and an additional \$.15 per hour on August 30, 1992;

2011A, A011A, 2011C, A011C, 2011E, A011E, 2011G, A011G, 2011J, A011J, 2011S, A011S, 2121A, A121A, 2121C, A121C, 2121E, A121E, 2121G, A121G, A011L, 2011L, A061A, 2061A

- H. *Technical Coordinator* - Employees selected by the Company to act as Technical Coordinator will be paid as follows:

Technical Coordinator, Category 1 (TC1) is a Tutor. Level I Tutors shall receive an additional twenty-five cents (\$0.25) per hour in addition to their normal working rate. Level II Tutors shall receive an additional fifty cents (\$0.50) per hour in addition to their normal working rate. Level III Tutors shall receive an additional seventy-five cents (\$0.75) per hour in addition to their normal working rate for all hours worked.

Technical Coordinator, Category 2 (TC2) includes Data File Administrators (DFA), Space Managers, Librarians, and Task Coordinators. Employees selected by the Company to serve as a TC2 will receive an additional twenty-five cents (\$0.25) per hour in addition to their normal working rate for all hours worked.

- I. *Administrative Specialist* - Employees who have earned the top step in the Administrative I wage category for a period of one (1) year will be eligible to receive an additional fifty cents (\$.50) per hour based on jointly developed selection criteria. The Company's decision to award Administrative Specialist pay will not be subject to arbitration.

SECTION 11. WITHHOLDING OF TAXES ON IRREGULAR PAYMENTS.

Withholding of taxes on irregular payments will be in accordance with Internal Revenue Service Regulations.

SECTION 12. COURIER PAY.

Employees who are assigned courier duty while on travel status will be paid two (2) hours of straight time wages in addition to travel time paid each way.

Courier duty is understood to mean the responsibility for delivery of large quantities of material or any quantity that requires continuous personal supervision. It does not include the transport of an employee's normal work package.

Courier duty while on domestic travel other than shipcheck is understood to mean those employee(s) required by Management to transport Company material of such quantity that it exceeds that which can be carried in an attaché case plus a single 6" triangular cardboard plan carrier and a single 3" triangular cardboard plan carrier.

SECTION 13. DIRTY MONEY.

The following application of "dirty money" payment shall apply within the Laboratory Services Section of Department 341:

"Dirty Money" as defined herein shall be a flat payment of \$2 per day for any eight (8) hour shift to which it may be applied.

Conditions of the payment of "dirty money" will be established by the Chief of Laboratory Services, or his designated alternate, on a case basis. Such conditions shall apply only to dirty tanks and spaces on vessels undergoing alterations.

Approval of "dirty money" payments shall be made on a daily basis and in no cases will "dirty money" be paid more than once in any eight (8) hour period.

It is further agreed that protective clothing supplied to the Laboratory Services Section employees who are assigned to work in the dirty tanks and spaces on vessels undergoing alterations shall be laundered at Company expense, it being understood that the responsibility of reasonable care of such clothing shall be maintained by the employee.

SECTION 14. Any employee whose regular pay rate as of June 8, 1983 is equal to or higher than the top step of the work category to which he/she belongs shall enjoy wage progression as if he/she had been placed in the functional category Design.

WAGE RATES (Section 15)

		8/4/2002	11/2/2003	11/7/2004	11/6/2005	
	PERFORMANCE REVIEW					
DESIGN TECH:						
	Design Tech: Piping, Mechanical, Structural, Electrical, Ventilation, Arrangement	24 Months	31.34	32.44	33.74	35.09
	Engineering Support: Piping, Mechanical, Structural, Electrical, System Support, Acoustics, Provisioning, Electronics, Weight Estimating, Instrumentation Services, Metrology, Welding/Quality Equipment, Technical Writing, Test Writing, Technical Editor, Chem/Metallic Lab, Mechanical Test, Engineering Configuration Management, Non-Metallic Lab, Logistics, Material, Courseware Development, Multi Media Analyst	12 Months	30.22	31.28	32.53	33.83
			29.10	30.12	31.32	32.57
			27.99	28.97	30.13	31.34
			26.87	27.81	28.92	30.08
			25.75	26.65	27.72	28.83
DESIGN:						
	Sr. Design Specialist	12 Months	23.70	24.50	25.45	26.44
I.	Design Specialist		23.20	24.00	24.95	25.94
	Sr. Designer, Yard Facilities Design, Illustration Design, Tech Illustrator, Optical Tool, Acoustics, Electronics, Weight Estimating, Instrumentation Services, Metrology, Welding/Quality Equipment, Technical Writing, Test Writing, Engineering-Piping, Engineering- Electrical, Engineering-Mechanical, Engineering-Structural, Chem/Metallic Lab Non-Metallic Lab, Material Tech Aide, Mechanical Test (Non-Nuclear), Engineering Configuration Management Tech Aide, Logistics Technical Aide, Photography, Project Coordinator, Tech Aide Specialist, System Support Tech Aide, Provisioning, Technical Editor, Courseware Development, Multi Media Analyst	12 Months	22.95	23.75	24.70	25.69
			22.26	23.04	23.96	24.92
			21.80	22.56	23.46	24.40
			21.02	21.76	22.63	23.54

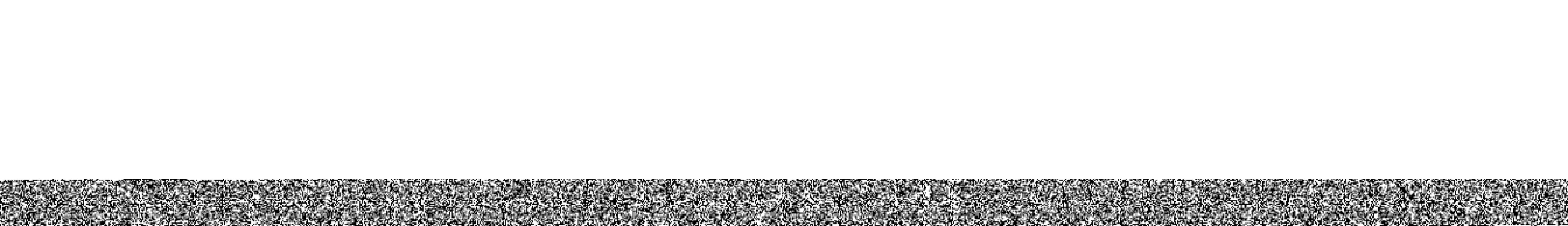
WAGE RATES (Section 15)

		<u>8/4/2002</u>	<u>11/2/2003</u>	<u>11/7/2004</u>	<u>11/6/2005</u>	
	PERFORMANCE REVIEW					
ii.	<i>Designer, Yard Facilities Design, Illustration Design, Tech Illustrator, Optical Tool, Acoustics, Electronics, Weight Estimating, Instrumentation Services, Metrology, Welding/Quality Equipment, Technical Writing, Test Writing, Engineering-Piping, Engineering-Electrical, Engineering-Mechanical, Engineering-Structural, Non-Metallic Lab, Material Tech Aide, Mechanical Test (Non-Nuclear), Engineering Configuration Management Technical Aide, Logistics Technical Aide, Photography, Project Coordinator Tech Aide Specialist, System Support Tech Aide, Provisioning, Technical Editor, Courseware Development, Multi Media Analyst</i>	12 Months	20.38 19.63 19.09 18.50 17.86	21.09 20.32 19.76 19.15 18.49	21.93 21.13 20.55 19.92 19.23	22.81 21.98 21.37 20.72 20.00
	AUTO PROGRESSION					
iii.	<i>Sr. Draftsman, Yard Facilities Design, Illustration Design, Tech Illustrator, Optical Tool, Acoustics, Electronics, Weight Estimating, Instrumentation Services, Metrology, Welding/Quality Equipment, Technical Writing, Test Writing, Engineering-Piping, Engineering-Electrical, Engineering-Mechanical, Engineering-Structural, Chem/Metallic Lab, Non-Metallic Lab, Material Tech Aide, Mechanical Test (Non-Nuclear), Engineering Configuration Technical Aide, Logistics Technical Aide, Photography System Support Tech Aide</i>	8 Months	17.17 16.60 15.99 15.32	17.77 17.18 16.55 15.86	18.48 17.87 17.21 16.49	19.22 18.58 17.90 17.15

WAGE RATES (Section 15)

		AUTO PROGRESSION	8/4/2002	11/2/2003	11/7/2004	11/6/2005
IV.	Draftsman, Yard Facilities Design, Illustration Design, Tech Illustrator, Optical Tool, Acoustics, Electronics, Weights Estimating, Instrumentation Services, Metrology, Welding/ Quality Equipment, Technical Writing, Test Writing, Engineering-Piping, Engineering-Electrical, Engineering-Mechanical, Engineering-Structural, Chem/Metallic Lab, Non-Metallic Lab, Material Tech Aide, Mechanical Test (Non-Nuclear), Engineering Configuration Technical Aide, Logistics Technical Aide, Photography System Support Tech Aide	4 Months	14.74 14.09 13.25 12.68 12.25 11.85	15.26 14.58 13.71 13.12 12.68 12.26	15.87 15.16 14.26 13.64 13.19 12.75	16.50 15.77 14.83 14.19 13.72 13.26
V.	Apprentice Draftsman					
	53-60 months		17.86	18.49	19.23	20.00
	45-52 months		17.17	17.77	18.48	19.22
	37-44 months		16.60	17.18	17.87	18.58
	33-36 months		15.99	16.55	17.21	17.90
	29-32 months		15.32	15.86	16.49	17.15
	25-28 months		14.74	15.26	15.87	16.50
	21-24 months		14.09	14.58	15.16	15.77
	17-20 months		13.25	13.71	14.26	14.83
	13-16 months		12.68	13.12	13.64	14.19
	9-12 months		12.25	12.68	13.19	13.72
	5- 8 months		11.85	12.26	12.75	13.26
	0- 4 months		11.23	11.62	12.08	12.56





ARTICLE XI CHARGEMAN AND WORKING LEADER

As mutually understood and agreed, the historical validity of the title Chargeman will continue to apply to MDA employees who perform normal design activities and who are designated to guide and direct other employees in the performance of their assigned work in accordance with established past practice as outlined below.

Chargeman is a Senior Designer with the additional duty of assisting his design line supervisor in performing such technical and administrative duties as may be assigned by his supervisor, and who may act for his supervisor in his absence except in management functions such as performance review and discipline.

If an employee classified as a Designer is designated as Chargeman, he shall immediately be reclassified to Senior Designer. If at any time during the first six months after designation as Chargeman, it is determined by Management that the employee is not performing adequately as a Chargeman, he will be cut back to his classification and rate of pay just prior to designation as Chargeman.

Working Leader is a technical or administrative employee with the additional duty of assisting his line supervisor in performing such technical and administrative duties as may be assigned by his supervisor and who may act for his supervisor in his absence except for Management functions such as Performance Reviews and discipline.

A Design Working Leader shall be an employee of any design classification who may guide and direct the work of others of equal or lower classification.

A Design Working Leader shall assist the Chargeman and/or Supervisor in coordinating a specific assignment.

He shall be responsible for such technical and administrative duties as may be assigned, and shall provide guidance and direction to others as may be required to fulfill the requirements of the specific task.

Management shall determine the need for Design Working Leaders.

As required, Management will select employees to be assigned Chargeman, Working Leader and Design Working Leader duties.

Management retains the right to withdraw the designation of Chargeman, Working Leader and Design Working Leader when it is deemed appropriate.

Line Management will indicate in the space designated "Supervisor Remarks" on the Performance Review Form that an employee designated Chargeman, Working Leader or Design Working Leader has been performing as such and will ensure that the performance review accurately reflects his performance in that capacity.

ARTICLE XII TRAVEL AUTHORIZATION AND EXPENSES

SECTION 1. INTRODUCTION.

Employees will be reimbursed for transportation and subsistence expense while on authorized Employer business in accordance with the provisions of this Article and SP 8-2 (Revision 23, effective 2/18/01). The parties agree to negotiate on any subsequent changes to the aforementioned SP.

SECTION 2. DEFINITIONS

- A. Local Assignment - Travel to locations which do not require overnight accommodations.

- B. Regular Business Trips - Travel assignment requiring overnight accommodations lasting not more than 30 days.
- C. Short-Term Assignment - An assignment which is expected to last more than 30 days but not more than 12 calendar months and requires an employee to obtain lodging at a location other than his established residence.
- D. Long-Term Assignment - An assignment which is non-permanent in nature but is expected to exceed 12 calendar months and requires an employee to relocate his place of residence.
- E. Domestic Travel - Travel assignment within the United States and Canada (including Alaska and Hawaii).
- F. Foreign Travel - Travel assignment outside the United States and Canada.

SECTION 3. TRANSPORTATION.

Transportation Allowances. If travel by public transportation is authorized by the Corporation, arrangements will be made through the Travel Office.

- A. Air Travel
 - (1) Travel by commercial airlines will be coach class with the following exception: Travel plans cannot be delayed and coach class is not available; requires approval on the cash advance/ travel order by the Director of Administration.
 - (2) Chartered aircraft may be authorized in unusual circumstances. Only the Corporation President may authorize travel by chartered aircraft.

- (3) The use of personal aircraft will not be authorized for travel.
- B. Rail Travel. The allowance for rail travel will be actual expenditure. A reserved seat will be allowed on trips exceeding 150 miles in one direction. Costs of a roomette will be allowed if overnight is involved.
- C. Travel By Personal Automobile. If use of a personal automobile for travel to a new assignment on Corporation business is authorized, travel allowances will be paid at the rates stipulated in SP 8-2, (currently thirty-four and one-half cents (34.5¢) for automobile). This mileage allowance is for travel to and from the place of assignment only, and no mileage will be authorized for normal travel to and from work at the new area of assignment.

Allowable mileage will be computed on the basis of the most direct route shown in the most current edition of the Rand-McNally Standard Mileage Chart.

Allowable travel time by personal automobile will be actual travel time required, not to exceed the number of days established by dividing 350 into the total mileage of the most direct route as shown in the most current edition of the Rand-McNally Standard Mileage Chart.

Parking and toll charges incurred during travel to location of new assignment and return travel, which are incidental to the use of a personal automobile, are reimbursable and must be itemized on the Employee Expense Voucher (EB 84-00-0167).

- D. Automobile Rental. When an employee is authorized to rent a car during the course of travel on Corporation business, such approval must be indicated on the Cash Advance Travel Order. The employee will request a compact car

and will remind the rental agent of the Electric Boat Corporation discount agreement to ensure receiving credit. A paid receipt must be obtained by the employee for reimbursement of expenses involved in car rental.

SECTION 4. SUBSISTENCE ALLOWANCE.

Subsistence allowance is paid for travel on Corporation business:

- A. **Subsistence While in Transit.** Employees will be reimbursed in accordance with SP 8-2 for reasonable and actual expenses incurred for meals and lodging while in transit on Corporation business or an equivalent per diem rate determined by the Company for meals and lodging. Dated receipts are required for any meal costs that exceed the stipulated amounts in SP 8-2.
- B. **Secondary Assignments.** Employees on temporary assignment away from Groton may be placed on a secondary assignment. Reasonable and actual expenses are allowed during a secondary assignment when it is anticipated the assignment will not exceed two weeks. Subsistence allowance for the original assignment will continue during the first two weeks of a secondary assignment. If the secondary assignment is expected to last more than two weeks, the original assignment should be canceled and the secondary assignment treated as an original assignment.
- C. **Exclusions from Subsistence Allowance.** Subsistence allowance will not be allowed for any day of vacation, unauthorized absence or hospitalization for illness or injury. In cases of short-term illness requiring hospitalization, payment of subsistence allowance will be discontinued; however, the Employer will pay the amount of lease rental agreements for a period up to but not exceeding thirty (30) days.

SECTION 5. TRAVEL PAY

A. DOMESTIC TRAVEL PAY. Employees directed to travel on authorized Employer business will be paid for travel on the following basis:

- (1) Travel and Work Not Requiring Lodging Away from Home. An employee who travels to a work site other than his regular place of work, performs work, and then returns to his regular work site, will be paid for all travel and work time. In this case, travel and work time will be combined for the purpose of computing total hours to be paid.
- (2) Travel or Work Requiring Lodging Away From Home During the Normal or Regular Work Week. Normally, employees will be required to travel during their regular work shift. Employees who are required to commence travel prior to, during or after their regular work shift on a regular workday, Monday through Friday, will receive straight time pay for actual hours traveled to a maximum of twelve (12) hours in any one workday regardless of whether the travel time falls within the hours of the employee's regular work shift.
- (3) Travel Occurring on Weekends and Holidays. Employees required to commence travel on Saturday, Sunday, or a holiday shall be compensated at the appropriate premium rate for actual hours traveled within the twenty-four (24) hour period, midnight to midnight, to a maximum of eight (8) hours in a day of travel, regardless of whether the travel time falls within the hours of the employee's regular work shift.

If an employee commencing travel on a premium day travels past midnight into a second premium day, travel

compensation shall cease at midnight and no further travel pay will be paid between midnight and 7 a.m. If the trip requires travel beyond 7 a.m., the rate of pay for the second premium day shall apply to a maximum of eight (8) hours.

If an employee commencing travel on a premium day travels past midnight into a regular scheduled workday, Monday through Friday, travel pay will terminate at midnight and the employee will be allowed one (1) hour extension of his starting time the next day for each hour after midnight, provided it is a scheduled workday. The hours of extension allowed may not exceed eight (8) hours in one (1) day and will be paid at the employee's straight time rate.

- B. **FOREIGN TRAVEL PAY.** Employees who are required to travel on foreign assignments shall be paid straight time for actual hours of continuous travel from point of departure to destination.

SECTION 6. GENERAL PROVISIONS - Domestic and Foreign Travel.

- A. **TRAVEL AUTHORIZATION.** Determination of the need, method, and length of travel, the amount of cash advance and justification of expenses are subject to approval by the cognizant Staff Manager or his designated alternate. The method of travel used is based on consideration of transportation costs, subsistence expenses, conflict of schedules, and the importance of the time element. A properly executed Cash Advance Travel Order (EB 84-00-0888) constitutes authorization to travel on Corporation business, but is not necessary for local trips.
- B. **LIFE INSURANCE.** General Dynamics Corporation provides and assumes all costs of a supplemental insurance policy covering accidental injuries to or loss of life by an employee

of General Dynamics Corporation or any of its subsidiaries while the employee is away from home or permanent base of operations on Company business. This coverage will commence at the time the insured person leaves home or normal business location on such a business trip and will continue until he returns to his office or home.

C. LIABILITY INSURANCE

- (1) Employees are responsible for reporting casualties and losses to the Risk Management Section of Accounting.
- (2) Employees will not be reimbursed for collision damage deductible insurance fees for rental autos. If auto rental companies object, instruct them to submit an itemized invoice to the Corporation in the event of collision damage.
- (3) Commencing at the time the insured person leaves home or normal business location and until he returns to his home or office, reimbursement will be allowed by the Corporation for collision losses to employee vehicles resulting from accidents incurred on Corporation business. Such reimbursement is subject to the limit of the employee's deductible provisions, or \$500 if the employee does not have collision insurance.
- (4) An employee driving any motor vehicle on Corporation business will notify the Risk Management Section at once if the vehicle is involved in an accident. All requirements of local authorities and of the car rental company with respect to factual reports will be complied with. The employee will not voluntarily make any payments, assume any obligation, or incur any expense.
- (5) The Corporation maintains insurance on material and equipment for which

it is responsible and employees are not required to obtain insurance on such items in their possession while traveling.

- (6) Personal Property - Employees will be reimbursed actual cash value of their car, luggage, clothing, or toilet articles for theft incurred during business travel. Reimbursement is made only after the employee's personal insurance claim has been settled and is limited to the deductible of the employee's automobile, homeowners, or tenants insurance policy or up to \$500 if the employee has no insurance.
- D. EMPLOYEE EXPENSE ACCOUNT. It is the responsibility of each employee traveling on authorized Employer business to comply with the instructions outlined on the back of the Employee Expense Voucher (EB 84-00-0167).
- E. EMPLOYEE'S OBLIGATION ON TRAVEL. No employee will be required to accept a transfer to a field job or a travel assignment except for obligated travel assignments away from the Groton area of thirty (30) days or less, provided that the employee has a valid reason acceptable to the Employer. In the application of this section, it is understood that the Employer does not intend to force employees to accept transfers or travel assignments when a legitimate reason for excusing the employee exists; however, this statement of intent shall not be construed in any manner whatsoever as abrogating the Employer's right to direct necessary transfers or travel assignments in support of Company business. No employee's performance review/ auto progression shall be jeopardized for his being excused from a field job or travel assignment on the basis of a reason acceptable to the Employer.
- F. EXCLUSIONS. This Article does not apply to Company-Union contract obligations under the titles "Submarine Sea Trial Pay" or "Sea Duty Other Than Submarine

Sea Trials", nor will the Employer be obligated to pay any cycle time premium as a result of directed travel.

G. NOTICE TO THE UNION. The Employer agrees to notify the Union of employees on travel status.

H. COMPUTATION OF TRAVEL TIME

(1) Travel time is defined as total hours of continuous travel from the employee's domicile, permanent or temporary, to the point of destination.

(2) When travel is by commercial carrier, the employee is allowed two (2) hours prior to scheduled commercial carrier departure time or one (1) hour subsequent to actual arrival time in addition to actual hours traveled. Transportation mileage allowance as provided for by Section 3.C. herein or taxi fare (receipt required) is permitted to or from his domicile, permanent or temporary. On return flights from foreign assignments, employees will be allowed two (2) hours prior to scheduled departure time.

If an employee is scheduled to commence or terminate travel by commercial carrier during his regular shift, Monday through Friday, he will not be required to report to work; however, his pay for the day will start two (2) hours prior to the scheduled commercial carrier departure time or will terminate one (1) hour subsequent to his arrival by commercial carrier.

If an employee returning from a trip must deliver required material to the plant prior to going home, he will be paid for one (1) hour and a mileage allowance as provided for by 3.C. herein or taxi fare (receipt required) from the time he leaves the plant to go to his domicile.

(3) Employees authorized to travel by personal automobile may commence travel from their domicile without reporting to work on the day of travel; however, pay for travel time will commence at the employee's regular starting time unless otherwise directed by management. On return from such trips, travel pay will terminate upon arrival at the plant or the employee's domicile and will be paid on the basis of established schedules of time and mileage between work locations.

I. **INTERNMENT OF EMPLOYEE.** If an employee, through no fault of his own, is interned by a foreign government because of the development of hostilities, uprising, war or revolution, the following will apply:

(1) With exception of subsistence per diem allowance, the employee's base pay and fringe benefits will be continued during the term of such internment.

(2) If the employee's dependents should receive an allowance from the United States Government because of internment, the gross amount of such allowances shall be deducted from the employee's base pay. Fringe benefits such as the Savings and Stock Investment Plan shall not be affected by such adjustment.

(3) The intent of this section is to maintain the employee's financial status quo during any period of internment through no fault of his own. It is understood that the Company will make every reasonable effort through appropriate channels to secure the release of any employee who may be interned due to conditions defined herein.

J. Employees on travel status may, while en route to or returning from assignment, deviate from scheduled travel when prior

approval of such deviation is approved by the employee's supervisor. No travel allowances or travel pay will be paid during such approved deviation if for vacation; however, employees taking approved deviation en route will receive the same compensation and/or subsistence benefits as if they had completed the normal trip as scheduled without deviation for vacation purposes.

- K. Starting and finishing times for employees working away from the Groton plant on shipcheck or similar duties will be as in the following examples:

Holy Loch - Shore end of pier.

Charleston (Cooper River) - Main gate of Naval Weapons Station.

Charleston Naval Shipyard - Main gate.

Kings Bay, Georgia - Main gate.

SubBase, Bangor, Washington - Main gate.

SECTION 7. As mutually understood and agreed, travel to foreign and domestic sites will be covered by the following procedures:

- A. Definitions:

- (1) Layover - Interrupted travel time spent within the total travel plan for which a hotel room is provided.
- (2) Standby - Time spent on shipcheck assignments when the employee is available for work but cannot perform the work because it is not accessible.

B. Method of Payment:

- (1) Layover Pay - Employees will be paid straight time wages for all layover hours that occur during normal work shift hours (7:30 a.m. to 4:00 p.m. at present) based on the time zone at point of departure.
- (2) Standby -
 - (a) Standby will be paid in any instance where work or travel (or work and travel combined) does not total a minimum of eight (8) hours for the day.
 - (b) Total hours of pay for any day on which standby is paid will not exceed eight (8) hours.
 - (c) Shift differential will not be included in standby pay.
 - (d) Standby hours will not be paid for Sunday.

SECTION 8. TEMPORARY RELOCATION PACKAGE

- A. This Section provides for a temporary assignment package for MDA represented employees located out of state for a period of at least thirty (30) consecutive days. (Provisions of this Section are not applicable to assignments in the State of Rhode Island.)
1. Each employee assigned for a period of at least thirty (30) consecutive days will have 15% allowance added to the base wage rate. If the assignment is to be extended beyond one (1) year, management must notify Labor Relations immediately. From that point forward, all expenses are subject to withholding, and proper arrangements must be made in order to comply with applicable tax law.

2. The Company will reimburse reasonable and actual costs of furnished lodging for the employee (including utilities and basic telephone) plus per diem to cover the cost of meals and incidentals. Total daily reimbursement will not exceed maximums allowed by the Federal Travel Regulations. This allowance is payable to the employee only for the duration of the temporary assignment. The reasonable costs of breaking a lease and/or the loss of non-refundable security deposits will be reimbursed to the employee. This reimbursement will be allowed only when unavoidable changes in the work assignment schedule occur.
3. Personal Goods - The cost of shipment of up to 1,000 lbs. of personal effects to the location of the employee's temporary assignment will be reimbursed to the employee.
4. Home Leave - Employees will be allowed one (1) paid round trip from the location of a temporary assignment to their permanent residence twice each month. In lieu of the employee traveling home, his/her spouse or significant other will be allowed to travel to the temporary assignment location at Company expense. No per diem will be reimbursed while the employee is on home leave but temporary lodging will be continued if the employee has entered a short term (i.e., monthly) housing arrangement.
5. Car Rental - A mid-size car rental may be authorized for employees on temporary assignments. Arrangements for employees to share rental cars should be made when possible. A long-term lease should be obtained as opposed to daily or weekly rates. Local business travel and related tolls and parking will be reimbursed; mileage between temporary residence and normal place of work is excluded. Personal mileage will be the employee's responsibility and will not be included on

the expense report for payment. Section 3 of this Article will apply if a personal auto is used.

6. Emergency Leave - Should an emergency situation arise at the employee's permanent resident, expense reimbursement for emergency leave may be granted on a case basis upon approval by the cognizant Director or the Director of Labor Relations. Special arrangements can be made by mutual agreement.
7. Modifications to the temporary site relocation package may be made by mutual agreement as dictated by legitimate business reasons.

It is agreed that no changes will be made to the established basic travel policies, or the method of scheduling travel, unless as a result of significant changes to existing flight schedules or like cause.

ARTICLE XIII HOLIDAYS

SECTION 1: The Employer hereby agrees that all employees shall be granted eight (8) hours pay at their working rate including shift premium for each of the ten (10) plant holidays regardless of the day of the week on which the holiday falls.

SECTION 2: It is mutually understood and agreed that in addition to holiday pay one and one-half (1-1/2) times working rate will be paid for any and all hours worked on plant holidays.

SECTION 3: The term "plant holiday" includes the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day on which days the plant will normally be shut down except for necessary work.

SECTION 4: Employees may "float" holidays from holiday weeks other than Christmas week and Thanksgiving week. Floating a holiday means that the holiday

is not worked but that the holiday (time off with pay) is deferred until a later time. In order to be eligible to float a holiday, an employee must record at least forty (40) straight time hours (including any remaining entitlement time) in the week in which the holiday occurs. Floating holidays are intended for use during the holiday shutdown. Accumulated floating holidays in excess of those required to cover the unpaid days during the shutdown may be used like vacation days at any time during the calendar year in which they are earned except that they must be used in full eight (8) hour increments. Any floating holidays remaining after the holiday shutdown will be lost unless affected employees are prevented from taking them based on their working during the holiday shutdown. In such cases, affected employees will be reimbursed eight (8) straight time hours for each floating holiday lost (including any applicable shift premium). Upon separation from employment, unused floating holidays will be lost. Employees voluntarily severing, retiring or being laid off will not be denied the opportunity to utilize accumulated floating holidays before their separation.

ARTICLE XIV VACATIONS

SECTION 1A: Employees hired prior to June 9, 1980:

- (a) The Employer agrees that all members of this bargaining unit having less than ten (10) years of service with the Employer will earn vacation at the rate of one (1) day per month, consisting of eight (8) hours' pay at the employee's base rate, including shift premium; all members of this bargaining unit having ten (10) or more years of service but less than twenty (20) years of service with the Employer will earn vacation at the rate of one (1) day and one-quarter (1/4) per month, consisting of one and one-quarter (1-1/4) of eight (8) hours' pay at the employee's base rate, including shift premium; and that employees having twenty (20) or more years of service with the Employer will earn vacation at the rate of one (1) day and two-thirds (2/3) per month, consisting of one and two-thirds (1-2/3) of eight (8) hours' pay at the employee's base rate, including shift

premium. The Employer further agrees that an employee may draw a maximum of two (2) days' vacation pay in advance providing he is not terminating his employment. Vacation pay will be calculated at the employee's base rate, including shift premium, as of the Monday, nearest the 15th of the month, prior to the date it is received by the employee. Vacation pay is computed from July 1 through June 30.

- (b) Employees who have received more than 2,080 straight time pay hours during the twelve-month period ending June 1 shall receive the greater of (1) annual vacation pay calculated as set forth under (a) above, or (2) annual vacation pay on a percentage basis calculated according to the following schedule:

<u>Length of Service</u>	<u>Percentage Payment</u>
Up to 10 yrs	4.61% of straight time hours paid (including shift premium)
10 yrs to 20 yrs	5.77% of straight time hours paid (including shift premium)
20 yrs. or more	7.69% of straight time hours paid (including shift premium)

The percentage calculation shall be made for the twelve-month period ending June 1st.

SECTION 1B: Employees hired on or after June 9, 1980:

- (a) The Employer agrees that all members of this bargaining unit, hired after the effective date of this Agreement, having less than one (1) year of service with the Employer will earn vacation at the rate of three and one-third (3-1/3) hours per month at the employee's base rate, including shift premium; all members of this bargaining

unit having one (1) or more years of service but less than five (5) years of service with the Employer will earn vacation at the rate of six and two-thirds (6-2/3) hours at the employee's base rate, including shift premium; all members of this bargaining unit having five (5) or more years of service but less than ten (10) years of service with the Employer will earn vacation at the rate of one (1) day per month, consisting of eight (8) hours' pay at the employee's base rate, including shift premium; all members of this bargaining unit having ten (10) or more years of service but less than twenty (20) years of service with the Employer will earn vacation at the rate of one (1) day and one-quarter (1/4) per month, consisting of one and one-quarter (1-1/4) of eight (8) hours' pay at the employee's base rate, including shift premium; and that employees having twenty (20) or more years of service with the Employer will earn vacation at the rate of one (1) day and two-thirds (2/3) per month, consisting of one and two-thirds (1-2/3) of eight (8) hours' pay at the employee's base rate, including shift premium. The Employer further agrees that an employee may draw a maximum of two (2) days' vacation pay in advance providing he is not terminating his employment. Vacation pay will be calculated at the employee's base rate, including shift premium, as of the Monday nearest the 15th of the month, prior to the date it is received by the employee. Vacation pay is computed from July 1 through June 30.

- (b) Employees who have received more than 2,080 straight time pay hours during the twelve-month period ending June 1 shall receive the greater of (1) annual vacation pay calculated as set forth under (a) above, or (2) annual vacation pay on a percentage basis calculated according to the following schedule:

<u>Length of Service</u>	<u>Percentage Payment</u>
Up to 1 yr. hours paid	1.92% of straight time (including shift premium)

<u>Length of Service</u>	<u>Percentage Payment</u>
1 yr. to 5 yrs	3.85% of straight time hours paid (including shift premium)
5 yrs. to 10 yrs.	4.61% of straight time hours paid (including shift premium)
10 yrs. to 20 yrs.	5.77% of straight time hours paid (including shift premium)
20 yrs. or more	7.69% of straight time hours paid (including shift premium)

The percentage of calculation shall be made for the twelve-month period ending June 1st.

SECTION 2: Except as provided in ARTICLE XXI (SENIORITY), Section 5, employees hired on or before the 15th day of the month shall be entitled to vacation for that month as provided in Section 1B of this Article. Employees hired after the 15th day of the month shall not be entitled to vacation allowance for that month. Employees terminating their employment after the 15th day of the month shall be entitled to vacation allowance for that month as provided in Section 1A or 1B above. Employees terminating their employment on or before the 15th of the month shall not be entitled to any vacation allowance for that month.

SECTION 3: Subject to the approval of the appropriate division head and the provisions of Section 4, accumulated vacation time may be taken by the employee as he desires, at one period or in units of one-tenth (1/10) hours, over a twelve (12) month period. Employees shall have preference in selecting their vacation periods on the basis of their length of service with the Employer, the employee having the greatest length of service being the first. For the

purpose of time off vacation may be accumulated over a two (2) year period except in cases of emergency.

SECTION 4: The Employer shall have the right to close the plant for vacation purposes, but will discuss its tentative vacation plans with the Union prior to May 15th. In the event the Employer intends to close the plant for vacation purposes, the Union will be notified on or before May 15th.

SECTION 5: Upon separation from the payroll, an employee shall, at the time he receives his final pay, receive in addition such vacation allowance as he may be entitled to under Sections 1A or 1B and 2.

ARTICLE XV JURY DUTY

SECTION 1. Employees required to report for jury duty will be paid the difference between the amount they receive for such duty and the amount which they would have received at their base rate for the time lost from their regularly scheduled work shift by reason of such jury duty. For purposes of the Article, a regularly scheduled work shift means a maximum of eight (8) hours per day in a five (5) day forty (40) hour work week or a maximum of ten (10) hours per day in a four (4) day forty (40) hour work week.

SECTION 2. To be eligible to receive this difference, employees must notify the Company within three (3) working days after receipt of notice to report for jury duty and must furnish the Company a statement or record from the appropriate public official showing the date and time served and the amount of pay received.

ARTICLE XVI PERSONAL TIME

SECTION 1. All employees hired before June 9, 1983, and in job classifications within the Design Levels I, II, III, IV, V and VI, Technical Levels I, II, III

and IV, and Administrative Level I shall be granted 100 hours per a benefit year personal time off for absence during a scheduled workday because of sickness or personal reasons.

SECTION 2. All employees hired before June 9, 1983, and in job classifications within the Administrative Levels II and III shall be granted 70 hours per a benefit year personal time off for absence during a scheduled workday because of sickness or personal reasons, provided that any employee in these classifications who had a greater personal time benefit during the last full benefit year of the 1984-1987 Collective Bargaining Agreement shall not have his/her personal time benefit reduced.

SECTION 3. The employee shall notify his/her supervisor reasonably in advance except for emergency situations, before taking any personal time off.

SECTION 4. Personal time determined in accordance with the provisions of the Article shall not be cumulative. An employee who does not use his/her personal time during the benefit year of January 1 through December 31 and each January 1 through December 31 of the succeeding benefit years shall be paid for such unused time at the employee's base rate as of the Monday nearest the 31st of December with payment within thirty (30) days of such date. If an employee retires or is terminated for lack of work, unused personal time to his/her credit will be paid at the employee's base rate at the time of termination within sixty (60) days. If an employee dies with such unused personal time to his/her credit, payment of such time shall be made to the authorized legal representative of the estate of the deceased employee or the person or persons legally authorized to make distribution of the deceased employee's estate. If an employee quits or is discharged, he/she will not be eligible for such payment, and the Company may recoup the value of any personal time that the employee used but had not earned calculated on a pro-rata basis, except in cases of undue hardship as determined by the Company.

SECTION 5. Notwithstanding any provision of this Article to the contrary, all employees, regardless of functional category, work category or classification, hired, rehired or transferred into the bargaining unit on or after June 9, 1983 shall be entitled to paid personal time in the following amounts and

after the occurrence of the below listed events in the benefit year in which these events occur and in succeeding benefit years:

<u>Event</u>	<u>Amount</u>
Ninety (90) Days of Employment	Twenty (20) hours
2nd Anniv Date of Employment	Forty (40) hours
5th Anniv Date of Employment	Sixty (60) hours

These amounts are successive and not cumulative. Employees will be entitled to a maximum of twenty (20) additional hours in the benefit year in which these events occur.

SECTION 6. Under no circumstances will any individual described in Section 1, 2 or 5 respectively accrue in any calendar year a total amount of personal time in excess of that provided for that individual by Sections 1, 2 or 5 respectively.

SECTION 7. Personal time shall be granted in six (6) minute increments.

SECTION 8. The Union agrees to cooperate with the Employer to discourage absence and lateness without legitimate cause.

ARTICLE XVII SUPPLEMENTAL DISABILITY INCOME

SECTION 1. Supplemental Disability Income Benefits are intended to supplement an employee's income received during an absence which is compensated under a disability income plan administered by the Company and thus provide a period of normal pay during such an absence.

SECTION 2. The benefit year of January 1, 1977 through December 31, 1977 and each January 1 through December 31 of the succeeding benefit years

shall be credited with Supplemental Disability Income days in accordance with the following schedule:

<u>Service</u>	<u>Supplemental Disability Income Days</u>
0 but less than 2 years	9
2 years and over	12

Such Supplemental Disability Income days are cumulative up to a maximum of 130 days including any sick days converted to SDI days in accordance with the provisions of Memorandum of Agreement #13.

SECTION 3. Employees shall be eligible for eight (8) hours' pay at their normal base rate less the amount of benefit payment the employee would receive under the weekly Accident and Sickness Insurance available to the employee under the Employer's Group Insurance Plan regardless of whether or not the employee has purchased said insurance or Workmen's Compensation, if applicable, for each full day of absence on a normal work day (Monday through Friday) to the maximum number of days earned or accrued as defined in Section 2 hereof. In no event shall the sum of Supplemental Disability Income and disability income from weekly Accident and Sickness Insurance or Workmen's Compensation exceed the employee's income for a normal work week (Monday through Friday) nor for any period of disability shall the sum total of Supplemental Disability Income and insurance exceed the amount which the employee would normally receive for that period based on the normal five (5) day work week.

SECTION 4. Upon verification of an absent employee's insurance status and accrued SDI days, Payroll Department shall be directed to issue a weekly pay check at the rate of four (4) hours per scheduled workday, Monday through Friday, or the amount necessary when combined with Accident and Sickness Benefits to provide a full normal day's pay. Accident and Sickness Insurance Benefits will be paid separately.

The weekly payroll check shall commence no later than the second Friday after Employee Benefits receives the Accident and Sickness form and shall continue until the employee returns to work or exhausts accrued SDI days. Any necessary adjustments, upwards and downwards, to insure that the combination of the weekly payroll check and Accident and Sickness Insurance

Benefits, when due, equals a forty (40) hour pay check will be made at a later date.

SECTION 5. If and when an employee returns from an absence which is compensated under a disability income plan administered by the Company and with approval from his physician, and is authorized to work only four (4) hours per day during a recuperative period by his physician, the employee will be allowed to use SDIB days for the balance of the day up to a maximum of four (4) weeks in such recuperative period in any one calendar year even though they are not compensated from the disability income plan because of the return to work.

SECTION 6. When the Employer or its agent controverts a claim for Workmen's Compensation for an employee who is absent due to a claimed plant injury or illness, the employee shall receive normal weekly Accident and Sickness Benefits and Supplemental Disability Insurance Benefits - upon signing an agreement to repay any such benefits upon receipt of payment from said claim, should the employees Workmen's Compensation claim be sustained.

SECTION 7. Employees hired, rehired or transferred into the bargaining unit on or before June 9, 1983 shall retain all Supplemental Disability Income Benefit Days accumulated to date. Employees hired, rehired or transferred into the bargaining unit on or after June 9, 1983 will commence Supplement Disability Income Benefit Days accruals beginning January 1, 1997 based on the earnings schedule outlined in Section 2 above.

SECTION 8. In the event employees are assigned to work schedules other than five (5) eight (8) hour days Monday through Friday, the provisions of this Article will be modified to provide an equivalent level of benefits to such employees.

ARTICLE XVIII BEREAVEMENT PAY

Employees who are absent from work during their normal five (5) day forty (40) hour work week due to the death of their grandchild, parent, stepparent,

grandparent, legal guardian, brother, sister, mother-in-law or father-in-law, will be paid during such absence a maximum of sixteen (16) hours at their base rate. Employees who are absent for such reasons and who are working a four (4) day forty (40) hour work week will be paid during such absence a maximum of twenty (20) hours at their base rate.

Employees who are absent from work during their normal five (5) day forty (40) hour work week due to the death of their spouse, child, or stepchild will be paid during such absence a maximum of forty (40) hours at their base rate.

ARTICLE XIX SAVINGS AND STOCK INVESTMENT PLAN

The General Dynamics Corporation Hourly Employees' Savings and Stock Investment Plan (the "Plan") as set forth in the Plan document and as agreed to in Article XIX of the 1993-1996, 1996-1999 and 1999-2002 labor agreement between the Electric Boat Corporation (the "Company") and the Union is carried forward in its current economic form for the duration of this Agreement, except for those changes provided in this Article XIX. All terms not defined herein, shall have the meanings ascribed in the Plan.

NOW WHEREFORE, the parties have agreed as follows:

1. Basic Plan Provision
 - A. The terms of the Plan are summarized in a separate booklet. Copies of this booklet will be furnished to the Union and to each employee eligible to participate in the Plan.
 - B. General Dynamics Corporation shall have the responsibility for the administration of the Plan.

C. No matter with respect the Plan or any differences arising thereunder shall be subject to the Grievance and Arbitration Procedure established in this Agreement.

2. Additional Matched Contributions

In addition to employee contributions made in an amount up to 10% of Deferral Pay (formerly referred to as "Base Earnings" under the prior Plan document) at a maximum rate of \$12.01 per hour effective January 2, 2000, all Union employees who are (or become) eligible to make contributions to the Plan may elect to contribute an additional 1%, 2%, 3%, 4%, 5% or 6% of their Deferral Pay over \$12.01 per hour up to \$25 per hour. These employee contributions will be matched by Employer Matching Contributions, as described in Section 3 below. All employee contributions will be elected and made in the same manner and will be governed by the same rules as applicable to current employee contributions.

3. Matching Provisions

Effective with the first payroll period beginning on or after August 5, 2001, Employer Matching Contributions will be made as described below.

A. The current Investment Funds under the Plan will remain in place. A Participant may invest his or her employee contributions in whatever proportion he or she chooses among the currently available Investment Funds.

B. All Employer Matching Contributions will be invested in the Company Stock Fund (as defined in the Plan) regardless of a Participant's investment selections. If less than 100% of an employee's contributions is invested in the Company Stock Fund, then Employer Matching Contributions will be made to the Company Stock Fund at a rate of \$0.50 for every dollar of an employee's contributions. If 100% of an employee's contributions is invested in the Company Stock

Fund, then Employer Matching Contributions will be made to the Company Stock Fund at a rate of \$1.00 for every dollar of an employee's contributions.

- C. All units in the Company Stock Fund resulting from employee contributions and Employer Matching Contributions, and earnings thereon, will be subject to the 5 year restriction contained in the Plan. At the end of this 5 year period, Participants may liquidate and transfer to one or more of the other Investment Funds the proceeds of their Company Stock Fund for that year and any other years in which the 5 year period is completed. However, in the case of a former Union employee or beneficiary of a deceased Union employee who elects to receive his or her benefit in the form of installments under the Plan, such units may be transferred once to another fund(s) without restriction.

4. Unmatched Contributions

Since October 1, 1993, Union employees eligible to participate in the Plan have been able to elect to contribute an additional 4%, in 1% increments, of Deferral Pay. These additional voluntary contributions will remain part of the Plan and will continue to not be matched with Employer Matching Contributions.

5. Government Approval

The effectiveness of this Article XIX shall be contingent upon the Plan maintaining its initial and continuing approval by the Internal Revenue Service as a tax-qualified plan under the Internal Revenue Code of 1986, as amended, and shall be contingent upon its continued compliance with the applicable provisions of the Employee Retirement Income Security Act of 1974, any other laws affecting qualified retirement plans, and the regulations and orders issued pursuant to such laws. The Company shall make whatever amendments or changes to the Plan and its operation necessary to assure continued compliance with the law and continuation as a tax-qualified plan.

ARTICLE XX
LEAVE OF ABSENCE

SECTION 1. Leave of absence shall be granted without pay or fringe benefits to employees with seniority of one (1) year or more as set forth hereafter. Leave of absence shall be granted without pay or fringe benefits to employees with less than one (1) year of seniority up to a maximum of their continuous length of service. The Employer will continue to pay the Employer's share of the insurance premium for the employee for the period of the leave of absence. Employees must make arrangements with Employee Benefits for payment of their share of insurance premiums during leaves of absence.

SECTION 2. Leave of absence shall be granted for personal injury sustained while at work for a maximum of eighteen (18) months or for the length of the employee's service (whichever is shorter) from the last day worked. Employees on such leaves of absence as of July 1, 1999 will be allowed to remain in that status until December 31, 2000. Such leave of absence must be approved by the medical department. Seniority will be accumulated during such leave of absence. In addition, pension credits will accumulate during such leave as long as the employee is a recipient of Workers' Compensation Insurance.

SECTION 3. Leave of absence shall be granted for disability resulting from non-occupational injury or illness to a maximum of eighteen (18) months or the length of continuous service, whichever is shorter. Extensions may be granted in cases of clear merit. Seniority for purpose of layoff and recall and vesting rights only in the Pension Program will be accumulated during such leave of absence.

Notwithstanding any provision to the contrary in this Article, a reasonable leave of absence shall be granted without pay to an employee for disability resulting from her pregnancy, child-birth or related medical condition. Seniority for purposes of layoff and recall and vesting rights only in the Pension Program will be accumulated during the leave.

An employee requesting a leave of absence as provided for above should:

- A. Report his/her condition to the medical department as soon as practical after the non-occupational disease, personal injury, illness or pregnancy is confirmed and submit a statement

signed by his/her physician indicating the date on which the employee no longer is able to work and approximate date when the employee will be able to return to his/her regular duties.

- B. An employee on leave of absence shall 1) submit a notice of intention to return to work as far in advance as practical prior to the intended date of return; 2) report to the medical department for medical examination prior to the intended date of return to work; and 3) furnish a statement signed by his/her physician affirming that he/she is medically able to resume the normal duties of his/her job.

SECTION 4. In all cases of leave of absence due to disability resulting from illness, injury, pregnancy, child-birth or related condition, a doctor's certificate or other satisfactory evidence shall be submitted at the end of the first sixty (60) days of absence and at the end of each month thereafter.

SECTION 5. Seniority shall be continued only for the purposes of layoff, recall and vesting rights in the pension plan during non-occupational personal injury, illness or pregnancy for a maximum of eighteen (18) months.

SECTION 6. Leave of absence shall be granted for reasons which would create an undue personal hardship on the employee if the leave of absence were not granted. Such leave of absence shall not exceed thirty (30) days during which period seniority will be accumulated. Extension may be granted in cases of clear merit in the sole discretion of the Company.

SECTION 7. An employee elected or appointed to a municipal, State, or Federal Government office requiring his/her full-time presence shall be granted a leave of absence for the period of his/her term of office. Seniority will be accumulated during such leave of absence.

SECTION 8. Employees with ten (10) or more years of seniority shall be entitled to take a leave of absence for purposes of initiating and operating a personal business venture or entering into a different career field with another employer for a maximum of twelve (12) months during which time seniority will be accumulated. Such leave of absence will be terminated immediately

in the event that the employee engages in any activity inimical to the interests of General Dynamics Corporation or any of its divisions or subsidiaries. During such leave the employee may elect to keep his or her group insurance in effect by paying the full cost for himself and all dependents at the Company's group rate. Leave of absence under the provisions of this section may not be taken by any individual more than once in any five (5) year period.

SECTION 9. Leave of Absence shall be granted without pay or fringe benefits for educational reasons at the discretion of the Employer. Seniority will not be accumulated during the leave of absence. *The basic intent of educational leave of absence is to provide for leave of absence status for employees entering their final year of study in pursuit of an Associate or Bachelor degree.*

SECTION 10. At the completion of a leave of absence, the employee shall be returned to his former position at the rate then in effect for the position. In the event the former position has been abolished, the employee will be assigned to a substantially equivalent position at the prevailing rate of pay for the job to which he is assigned. Reinstatement under this section will be subject to the conditions of Article XXI to the extent such provisions may have become applicable during the leave of absence.

SECTION 11. *Nothing in this Article will limit the rights of employees under the Federal or State Family Medical Leave Acts.*

ARTICLE XXI SENIORITY

SECTION 1. DEFINITIONS

Seniority - Seniority is the right or preference with reference to termination for lack of work, layoff or rehiring measured by length of service from most recent date of hire or transfer into the MDA unit.

Layoff - Layoff means temporary separation from employment due to a lack of work situation for a period not to exceed thirteen (13) weeks.

Termination for Lack of Work - Termination for lack of work means separation from employment for an indefinite period of time due to a lack of work situation expected to exceed thirteen (13) weeks.

Functional Category - Functional Categories are the three (3) major seniority groupings, i.e., (1) Design, (2) Technical, and (3) Administration.

Work Category - Work categories are the divisions within the functional categories into which employees with like skills are grouped, i.e., Structural, Electrical and Weight Estimating are separate work categories within the Design Functional Category; Project Coordinator Technical Aide and Vendor Drawing are separate work categories within the Technical Functional Category.

Seniority Group - Seniority groups are the combined classifications within a work category into which employees are grouped for purposes of seniority, i.e., within the Structural Work Category all employees in the Senior Designer, Designer classifications are in one seniority group and all employees in the Senior Draftsmen, Draftsmen, Apprentice, and Learner classifications are in another seniority group. However, Apprentices whose wage rates exceed the bottom step of Design Group II will be included in the Design I and II Seniority Group for their work category. Seniority groups for the MDA unit are as defined in Section 19.

Classifications refers to the main job title as defined in the job classification schedule.

SECTION 2. An employee shall be laid off or terminated for lack of work only in order of seniority within the employee's Functional Category, Work Category, and Seniority Group.

SECTION 3. An apprentice in the MDA unit as a result of a transfer shall have his apprenticeship length of service outside the MDA unit added to his MDA unit length of service and have the benefit of the application of SECTION 2, hereof.

SECTION 4. Upon request any employee will be given his seniority standing by his supervisor.

SECTION 5. There shall be a probationary period of ninety (90) calendar days for newly hired employees and employees newly transferred into the bargaining unit. During the probationary period, employees may be transferred, terminated, reduced in rate or upgraded at the sole discretion of the Employer. The employee shall be given an opportunity for discussion with his supervisor at the end of the ninety (90) day probationary period. At that time any change in his terms of employment indicated above shall be discussed.

SECTION 6. Length of service shall be considered broken, that is, not additive, only under the following conditions:

- A. Separation from employment for all reasons other than temporary layoff or termination for lack of work.
- B. Failure to return to work when called back after a temporary layoff or termination for lack of work.
- C. Failure to return to work at the expiration of a leave of absence.
- D. When the employee is terminated for lack of work for more than one-half (1/2) the length of service to a maximum of three (3) years.
- E. When an employee fails to report absence from work within five (5) working days, unless such employee can furnish a reason satisfactory to the Employer for not so reporting.

SECTION 7. Determination of those employee(s) to be affected by any contemplated layoff or termination for lack of work, or any transfer or loan of personnel in which seniority standing is the determining factor, will be accomplished as follows:

The latest seniority tab run, updated to reflect any changes as a result of reclassifications, transfers, terminations, new hires, etc., which are effective prior to two (2) weeks before the effective date of the layoff, transfer or loan shall be used to determine those employee(s) to be affected. When a sixty (60) day notice of layoff is provided, once notice of layoff in a seniority

group is given, only scheduled normal progression will be implemented up to the date of the layoff to determine affected employees.

In the instance of transfer or loan, any subsequent changes to the seniority standing of employee(s) in the seniority group(s) involved during the interim two (2) week period between the selection of those employee(s) affected and the effective date of the transfer or loan will not revise the employee(s) affected unless by mutual consent of the employee(s) involved, the Union and Management.

In the instance of layoff or termination due to lack of work, the seniority group(s) affected as indicated by the updated seniority tab run, shall remain status quo with respect to transfers, new hires, or reclassifications into the group(s) of employee(s) with less seniority than anyone on layoff or termination as long as the most senior employee on layoff or termination for lack of work retains recall rights.

SECTION 8. In the event that two or more employees are hired or re-hired on the same day, their relative seniority will be established by reference to employee badge numbers. Those employees with the lower badge numbers will have the greater seniority. If the employees involved have different numbers of digits in their badge numbers, five digit badge numbers will be considered to be the lowest, followed by four digit numbers and six digit numbers, respectively.

In the event two (2) or more employees are transferred from within the Company to the bargaining unit on the same day, relative seniority will be established by reference to continuous service dates as indicated on the employees' master personnel record. Employees with earlier continuous service dates will be more senior. As an exception to this rule, employees transferred from the WPDD function pursuant to Memorandum of Agreement dated April 18, 1995 and Material Technical Aides transferred from Quonset Point pursuant to Memorandum of Agreement dated August 1, 1991 will have seniority ties broken on the basis of most recent date of hire with the Company. In such cases employees with the earlier most recent date of hire will be considered the more senior.

SECTION 9. The number of functional categories, work categories, and seniority groups shall not be increased or decreased unless required by improved business practice or a change of work or equipment.

The Employer agrees to give the Union reasonable notice of any proposed increase or decrease of functional categories, work categories or seniority groups and an opportunity to discuss the proposed change. In the event of failure to agree upon the proposed change, the Employer shall have the right to institute the change and the Union shall have the right to take the matter up as a grievance under the grievance procedure.

SECTION 10. In the event of a lack of work or excess of work situation, the Employer may loan employees from one (1) work category to another for the same or different functional categories (e.g. Piping to Structural, Project Control Technical Aide to Vendor Drawing Technical Aide), or from one (1) work shift to another, for a period not to exceed six (6) months within a twelve (12) month period.

Requests for extensions to loan periods shall be handled on a case basis by mutual consent, except that in the case where lack of work does not exist in the loaning group, extensions shall be granted in increments of additional thirty (30) calendar days. Moves within work categories (e.g. Piping to Piping, Tech Writer to Tech Writer, AA to AA) will only be restricted in regard to shift transfers in accordance with Article XXI, Section 11 below.

SECTION 11.

A. Except as provided in Paragraph C below the Company may transfer employees from one (1) work shift to another in the following manner:

- (1) The Employer shall solicit qualified volunteers, and the most qualified employee shall be transferred. Employees may volunteer to transfer shifts for an indefinite period or for fixed periods in increments of three (3) months.

- (2) If there are insufficient volunteers the least senior qualified employee(s) in the required classification(s) shall be transferred. If the transfer of the employee is considered by the Employer to jeopardize the accomplishment of a task, the transfer may be deferred for a period not to exceed thirty (30) calendar days. Further extensions shall be permitted only by mutual agreement.
- (3) The application of "qualified" rather than seniority to determine transfers shall be the exception rather than the rule.

The term "qualified" shall mean those employees with the necessary experience and ability for the specific job and normally refers only to those employees in the Technical I and II categories. In certain rare cases where employees in the Technical III category possess some unique qualification, they are also included.

- B. Employees wishing to transfer work shifts within their seniority group, must notify their supervisor in writing. When an opening occurs on the shift he or she desires, the most senior qualified employee having requested the shift change will be transferred within a reasonable period, but in no event more than six (6) months from the date the opening occurred. Employees will be permitted to submit shift change requests no more frequently than once every six (6) months.
- C. Employees hired on or after July 29, 1996 are not subject to the work shift rules outlined above for the first three years of employment in a Union represented position and may be assigned to any shift without limitation during that period.

SECTION 12. The Employer shall notify the Union reasonably in advance when any transfer, move and/or loan of employees is required.

SECTION 13. Any employee who has been, or is, promoted or transferred out of the bargaining unit to a supervisory position within the bargaining unit jurisdiction and is subsequently transferred back to the original work category from which he was promoted or transferred, shall be credited with full bargaining unit seniority accumulated up to time of leaving the bargaining unit.

The transferring employee may re-enter his work category in the bargaining unit provided his former bargaining unit seniority is greater than any employee on layoff status with recall rights in that work category.

SECTION 14. The Employer shall not enforce a transfer which will result in a reduction of the individual employee's normal rate of pay. No such transferred employee will be required to be represented by another Union, at the Plant of the Employer, unless as a result of an arbitration decision.

SECTION 15. Laid-off employees shall be recalled to their functional category, work category and seniority group in the reverse order of their layoff.

Employees terminated for lack of work are responsible for notifying the Employer in writing of any change in address from that showing on the severance papers. Recall notification will be made by certified mail - return receipt requested, to last recorded address.

Employees must acknowledge recall within seven (7) days and arrange to complete employment processing at least one week prior to starting date. Failure to acknowledge within seven (7) days will result in the removal from the recall list. If an employee is physically unable to report in accordance with the above, he must so notify the Employer. He will be bypassed on the recall list until such time as he is able to provide a doctor's certificate supporting his claim of disability. He will then be the next person to be recalled. The starting date is not to exceed two (2) weeks from expiration of seven (7) day reply period unless by mutual agreement between the Employer and the Union. If an employee is not recalled within a period equal to one-half (1/2) of his seniority rights, not to exceed three (3) years, recall eligibility ceases.

SECTION 16. In giving final approval to proposed reduction in force, Labor Relations will insure that the following conditions be adhered to:

- A. All summer employees within the affected functional category shall be terminated for lack of work first.
- B. All Co-op students within the affected functional category shall be removed from the bargaining unit, following those in (A) above.
- C. All employees on probation within the affected work category will follow those in (A) and (B) above.

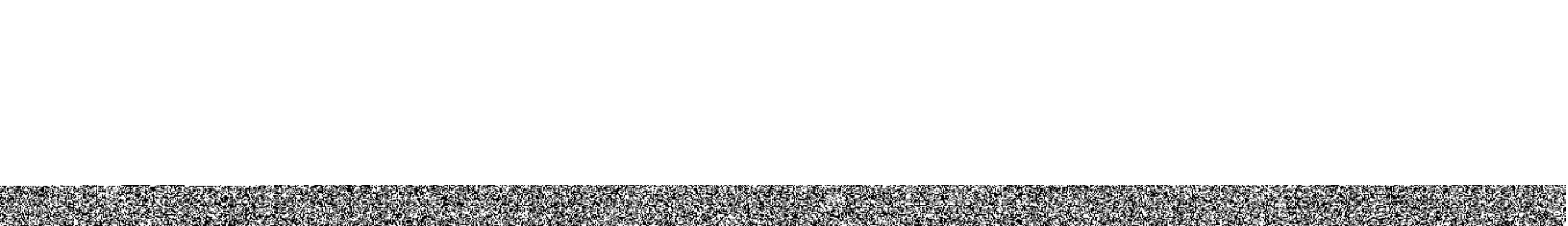
SECTION 17. Officers of the Union, Councillors (on the basis of a ratio of one (1) for each fifty (50) employees or major fraction thereof), members of the Union Grievance Committee (to a maximum of eleven [11]) shall have super-seniority in their respective seniority group for purposes of refusing a transfer, move or loan out of their geographical area under the provisions of Section 11 and shall be the last employees in their work category to be laid off or terminated for lack of work. Union Councillors who accept a transfer, move or loan out of their geographical area voluntarily relinquish their Union Councillor positions.

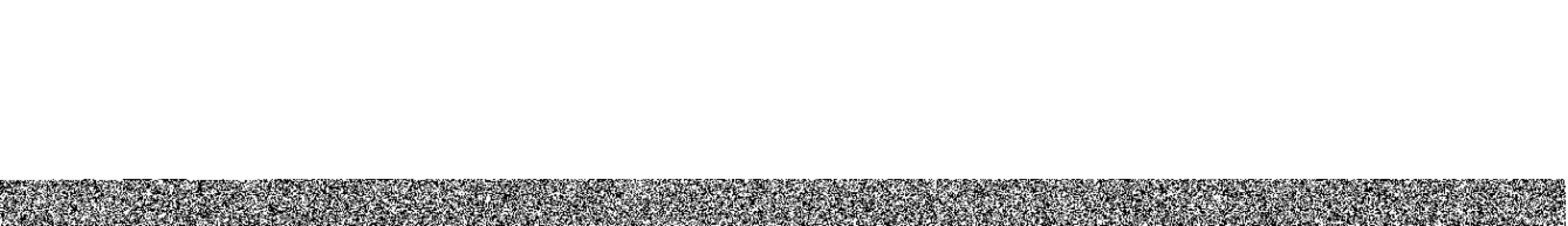
SECTION 18. Employees may be transferred from one work category to another only with the employee's consent. An employee transferred to a different work category within the bargaining unit shall have his total accumulated seniority in the work category to which he is transferred. If such transferred employee(s) is reached for layoff in the work category to which he was transferred within five (5) years from the date of transfer, the employee shall have rights in his former work category on the basis of his seniority as of the time the employee became subject to layoff in the new work category. Five-year bump back rights are not applicable to employee initiated transfers.

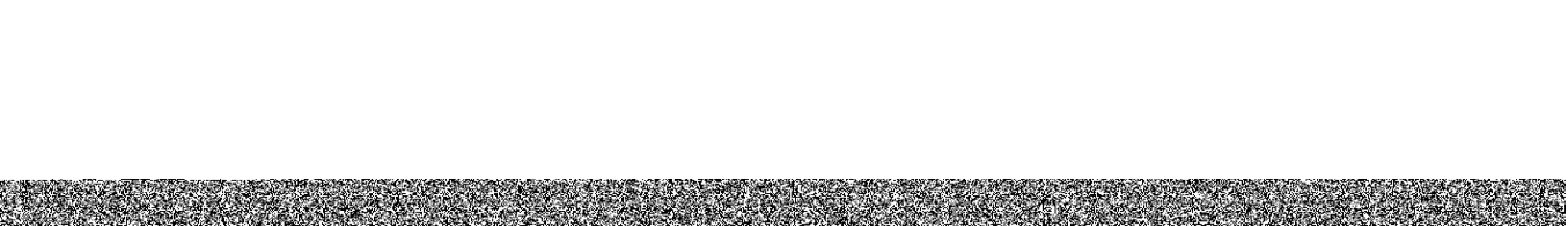
SECTION 19. PCTA Specialists are assigned to the Design Functional Category for purposes of wages and benefits. Employees assigned to the PCTA Specialist classifications will be combined with the PCTA classification in the Technical I and II Seniority Groups of the Technical Functional Category for purposes

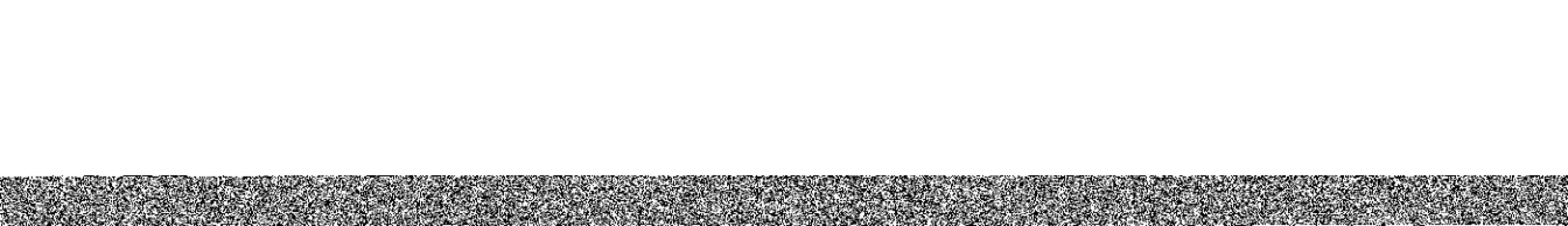
of layoff and recall. Employees assigned to classifications within the Technical III and IV Seniority Groups of the Technical Functional Category will continue to be combined for layoff and recall purposes.

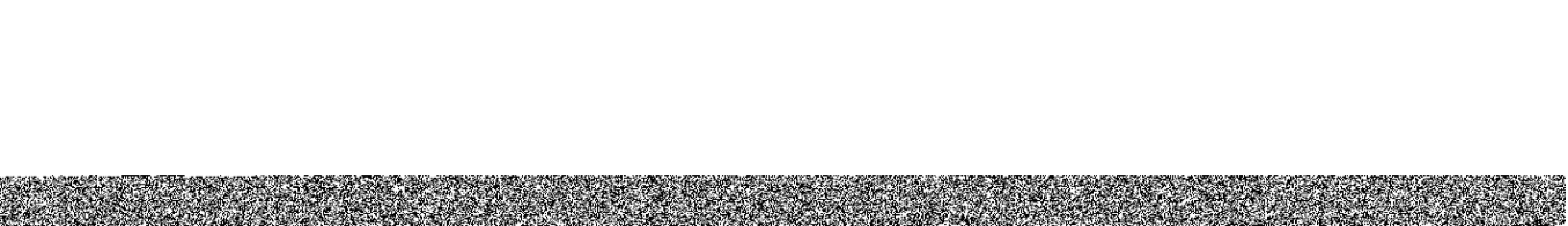
The provisions of this Section are not intended to affect any agreements associated with the 1996 salary job audit, specifically Side Letters 77, 84 and 85.

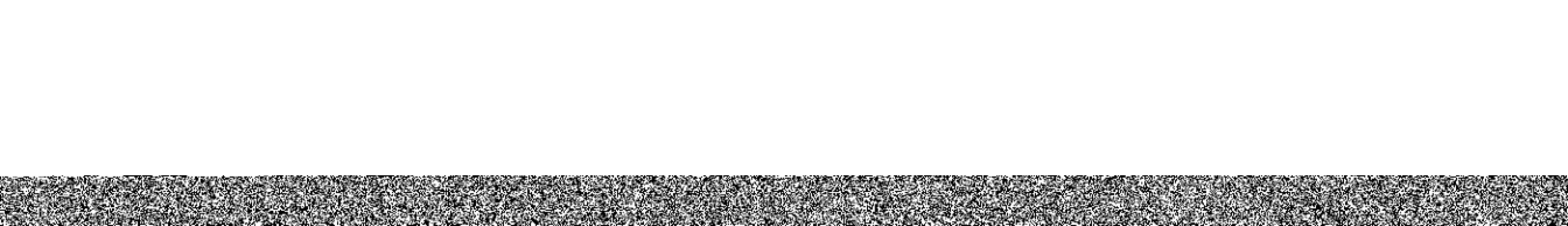


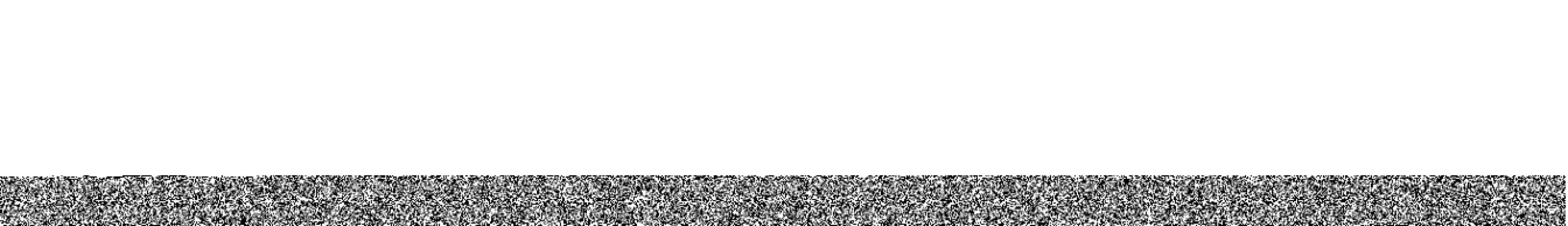


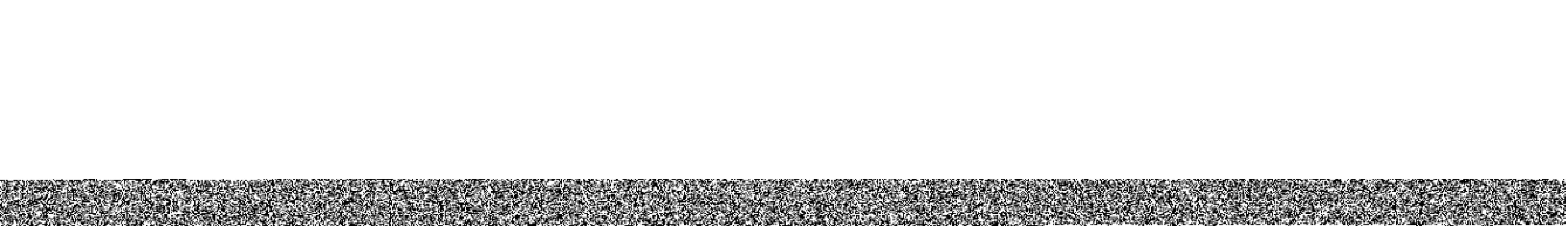












ARTICLE XXII
NOTICE TO UNION
OF PERFORMANCE REVIEW, LAYOFFS,
TERMINATIONS, HIRING
AND REHIRINGS

SECTION 1. The Employer hereby agrees to give five (5) working days notice to the employees concerned with respect to any contemplated layoff of employees or contemplated termination of employees for lack of work. The provisions of this section relating to layoffs shall apply only to layoffs of ten (10) or more working days duration.

SECTION 2. Prior to the issuance of performance reviews/auto progression which change seniority groups or notices of termination for lack of work to employees affected, the Corporation will submit them to a Union Preview Committee. The Union Preview Committee shall either agree or disagree with each of the performance reviews or the inclusion of each of the names on the termination list. If the Union Preview Committee objects to the performance reviews of any employee or the inclusion of any employee on the termination list, the parties shall make an effort to resolve the disagreement by the close of the next following work day. At the end of this period the performance reviews or notices of termination for lack of work, as the case may be, shall be distributed to the employees.

SECTION 3. Any employee who claims his Performance Review or his inclusion on a termination list is unfair may protest to the Union Preview Committee. If the Union Committee upon further investigation still believes the performance review or proposed termination is fair, the Union will take no further action. This does not prevent the employee from protesting to the Corporation on his own.

SECTION 4. In cases where the Union Preview Committee and the Corporation were not able to agree, and in cases where the Committee after protest by an employee believes the performance review or proposed termination of the employee is unfair, the Committee may consider the disagreement an arbitrable grievance under Article VI of this Agreement.

SECTION 5. The number of employees to be terminated for lack of work at any time or in any work category or classification shall not be subject to arbitration.

SECTION 6. The Employer shall, on a monthly basis, provide the Union with a list of names, departments, badge numbers, job titles and classifications and seniority codes of all employees hired, transferred or recalled into the bargaining unit.

SECTION 7. The Employer shall, on a monthly basis, provide the Union with a list of names, departments, badge numbers, job titles and classifications of all employees who leave the bargaining unit and the reason for leaving the bargaining unit (i.e., voluntary termination, transfer, discharge, etc.) and, in the case of transfer, the new job title and department to which the employee is transferring.

ARTICLE XXIII LONG AND FAITHFUL SERVICE

An employee who gives long and faithful service in the employ of the Employer, and due to physical infirmity becomes unable to perform his regular work, shall be given every consideration for such other work as is available and the employee is able to perform, and such employee shall receive a rate of pay commensurate with the services performed.

Retirement benefits shall be provided for employees who hereafter retire in accordance with the terms of the retirement agreement between the Employer and the Union.

ARTICLE XXIV BULLETIN BOARDS

Appropriate bulletin boards and an intranet web page shall be provided and maintained by the Employer for the purpose of displaying announcements approved by the authorized representative of the Marine Draftsmen's Association, UAW Local 571 with regard to the Union meetings, Union elections and results thereof, appointments to Union offices, changes in Union by-laws, and social and recreational affairs. No announcement shall contain anything

controversial, political or reflecting upon the Employer or any of its employees, and the Employer shall be furnished in advance with a copy of the information to be displayed. Upon jointly establishing the need for a bulletin board in any area, it shall be installed within thirty (30) days.

ARTICLE XXV APPRENTICESHIP PROGRAM

SECTION 1. The Employer recognizes the right of the Union to appoint an Apprenticeship Committee to work with the Employer Apprenticeship Committee. The present apprenticeship program shall continue subject to such changes as may be agreed to by the Union and the Employer committees.

SECTION 2. An Apprentice period shall consist of not less than 650 hours and not less than four (4) months of employment; provided however excusable absences for illness or like cause shall be referred to a Joint Union/Employer Committee for appropriate action.

ARTICLE XXVI TEMPORARY EMPLOYEES

SECTION 1. Summer employees are not eligible for fringe benefits such as Personal Time and Vacations. Group Insurance will be available.

SECTION 2. All summer employees will be considered temporary for a period of ninety (90) days and will receive no seniority rights during this period.

SECTION 3. There will be no layoffs for lack of work in a work category while summer employees continue to be employed therein.

SECTION 4. The Employer has the right to maintain the Engineering Co-op Student Program. It is expressly understood and agreed that Engineering Co-op Students will not be assigned to work in any functional category in which a reduction in force due to lack of work is in effect.

SECTION 5. The title "Technical Trainee" for summer employees has been eliminated. In accordance with past practice, Engineering Trainees and Scientist Trainees will not be required to join the Union and will not perform bargaining unit work. Summer employees performing bargaining unit work shall join the MDA.

ARTICLE XXVII MILITARY SERVICE

SECTION 1. The Employer agrees to abide by the provisions of the Universal Military Training and Service Act of the United States of America in effect during the term of this Agreement.

SECTION 2. Any employee who enters the Armed Services during the term of this Agreement and employees currently serving an initial enlistment not to exceed six (6) years in the Armed Services who are re-employed under established regulations shall accumulate seniority for time spent in the Service for purposes of determining eligibility for fringe benefits subsequent to re-employment and for purposes of layoff and recall under the provisions of Article XXI Seniority.

SECTION 3. Any employee eligible for vacation pay as defined in Article XIV will be paid all earned vacation pay due him upon termination for the purpose of entering the Armed Services.

SECTION 4. The Employer will make every effort to place employees who may have become handicapped as a result of military service.

SECTION 5. Employees rehired upon return from military service shall be eligible for coverage under the Group Insurance Program effective the date of the employee's application for insurance.

SECTION 6. Employees rehired upon return from military service shall be credited with the full time of their initial enlistment not to exceed six (6) years in the service for purpose of continuous service and vesting rights in the Employee Pension Plan.

SECTION 7. The provisions of this Article shall be subject to applicable Federal legislation and judicial determination thereof.

ARTICLE XXVIII RESERVE DUTY

An employee who is required to report for active duty training in the National Guard or an Armed Forces Reserve unit shall receive the difference in pay between the gross amount received in pay and allowances for up to fourteen (14) days of such training and the amount he would have received in wages at his working rate for such periods based on the 40-hour work week. Holiday, subsistence allowance and pay for quarters will be excluded from this calculation. To be eligible to be paid under this provision, the employee must submit the record of service and pay completed by his commanding officer or other authorized person.

In the event employees are called to active duty, they will be eligible for benefits in accordance with the General Dynamics "Summary-Benefits for Employees called to Active Duty under Military Service Pay" dated November 5, 2001.

ARTICLE XXIX EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union mutually agree to provide equal employment opportunity to all employees in hiring, promotion, transfer and tenure of employment without regard to age, sex, race, creed, color, national origin, handicap or status as disabled or Vietnam era veteran, subject only to conditions defined in this Agreement.

The Employer shall indemnify and save the Union harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Union in connection with the Employer's promotion and transfer system.

ARTICLE XXX STRIKES AND LOCKOUTS

SECTION 1. During the life of this Agreement there shall be no lockouts on the part of the Employer and no strikes, stoppages of work, or work slowdowns on the part of the employees and the Union agrees that neither it nor any of its officers or representatives will call, instigate, authorize, sanction or ratify any strike, stoppage of work, or work slowdown. It is further agreed that there shall be no liability on the part of the Union, its officers or representatives, for any damages resulting from a strike, stoppage of work, or work slowdown unless the strike, stoppage, or slowdown has actually been called, instigated, authorized, sanctioned or ratified by the Union or any of its officers or representatives. Should any employee or group of employees engage in a strike, stoppage, or slowdown, the Union shall forthwith disavow any such strike, stoppage, or slowdown, shall refuse to aid or assist such employee or group of employees, shall refuse to recognize any picket line established in connection therewith and at the request of the Employer shall take every reasonable means to induce such employee or group of employees to return to their jobs.

SECTION 2. The Union agrees that there shall be no limit on, or curtailment of, production.

SECTION 3. Notwithstanding the provision of Article VI, Grievance Procedure, either party to a dispute under Section 1 hereof shall be entitled to obtain immediate arbitration whenever a violation of Section 1 above shall be alleged. In this event, notice shall be made by telegram to the other party to this agreement, and to the permanent arbitrators to be selected by the parties for such purposes, who shall serve as such for the duration of the Agreement. The arbitrator shall hold a prompt hearing within forty-eight (48) hours after receipt of the notice and shall render an award within twelve (12) hours after the hearing. In such case, the arbitrator shall make findings of fact concerning the alleged violation, and if a violation shall be found to have occurred, he shall prescribe appropriate relief including an order requiring any party or parties or employee or group of employees to desist

from any violations of Section 1 hereof, and/or an award for damages, including liquidated damages for a breach of this Article, after the same or a subsequent hearing, against the offending employee or employees, party or parties. In the event the arbitrator enters an order to desist from any violations of Section 1 above, it is agreed that he shall make as a part of his order a provision in his award to the effect that if he finds there is thereafter a continuing or future violation of this Article during the term of this Agreement, it shall automatically be deemed to be subject to the desist order entered by the arbitrator in such proceeding. Upon receipt by the parties from the arbitrator of a finding that a continuing or future violation of Section 1 has taken place, the offended party may proceed forthwith to secure a court order to confirm and enforce said desist order.

SECTION 4. It is intended and agreed that the procedure herein established for the adjustment of grievances and disputes shall be the exclusive means for the determination of all grievances and disputes whatsoever, including the arbitrability of any grievance or dispute or any claim based upon an alleged breach of this Article. Neither the Employer nor the Union shall institute any action or proceeding in a court of law or equity, state or federal, other than to compel arbitration or to correct, confirm, vacate, modify or secure enforcement of any award or decision of the permanent arbitrator. This provision shall be a complete defense to and also grounds for a stay of any action or proceeding instituted by any party contrary to this Agreement.

SECTION 5. Whenever a violation of Section 1 of the Strikes and Lockouts Article shall be alleged, notification by telegram shall be made by either party to each of the arbitrators on said panel in turn until one is found to be immediately available to hear and decide the case in accordance with the provisions of said Article of the Agreement. The parties have agreed upon the following panel of arbitrators:

1. M. Benewitz
2. Timothy Bornstein
3. Arnold Zack

The costs of the arbitration shall be shared equally by the Employer and the Union.

ARTICLE XXXI SUBCONTRACTING

The Employer agrees not to subcontract work normally performed by employees under this Agreement, when proper facilities and employees are available, in order to deprive employees of continuing work. Any work shifted to the Quincy Yard will be considered to be subcontracting.

The Employer agrees to discuss such work that would normally be performed by the Marine Draftsmen's Union prior to letting such contracts.

ARTICLE XXXII TECHNOLOGICAL CHANGES

In the event of proposed "technological changes" such as the introduction of automated machines or processes, the Employer agrees to discuss such changes with the Marine Draftsmen's Association, UAW Local 571.

Any job created by virtue of the new changes will be filled by bargaining unit employees. No bargaining unit employee who formerly performed the work which is affected by the change will be terminated for lack of work for a period of one (1) year after implementation of the change while the work continues to be performed by less senior bargaining unit employees. During this period, the most senior of those employees who are required to properly staff the function will remain at their classification and pay rate and the Employer shall make an earnest effort to reassign any such employee(s) in another assignment appropriate to their classification and rate of pay. If at the conclusion of this period no other appropriate assignment is available the classification and pay rate of any employee(s) remaining in the function may be adjusted as appropriate to the function.

In the event it becomes necessary to train employees to qualify for such jobs, the Employer agrees to institute a training program as part of their assignment for the employees retained on the job. Any placements or displacements caused by such changes shall be made in conformity with the term of this Agreement.

ARTICLE XXXIII
TERMS SUBJECT TO
GOVERNMENTAL RULING

In the event of a change of applicable federal or state laws or rulings by a Government authority affecting this Agreement, the provisions of such laws shall supersede the affected provision(s) of this Agreement.

ARTICLE XXXIV
COMPLETE AGREEMENT

It is the intent of the parties hereto that the provisions of this Agreement, and its Memorandums of Understanding and letters, which supersede all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder otherwise.

ARTICLE XXXV
SUCCESSORSHIP

The provisions of this Agreement shall be binding upon the Employer and its successors, assigns, or future purchasers, and all the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer, or assignment by the Employer of any, or all, of its property, nor shall they be affected or changed in any respect by any change in the legal status, ownership, or management of the Company.

ARTICLE XXXVI
DURATION OF AGREEMENT

SECTION 1. This Agreement shall take effect on November 7, 2001, and shall continue in full force and effect through July 28, 2006, and shall automatically renew itself from year to year thereafter for an additional year,

unless written notice by certified mail of termination or desire to amend it is given by either party to the other at least sixty (60) days, but not more than ninety (90) days, prior to the expiration date of the Agreement.

SECTION 2. If notice of termination or desire to amend shall have been given as provided in Section 1, negotiations for a new or amended Agreement shall begin within thirty (30) days of receipt of such notice. During such negotiations this Agreement shall remain in full force and effect; provided, however, that either party may terminate this Agreement at any time during such negotiations upon not less than thirty (30) days' written notice by certified mail to the other party, effective on or after the expiration date of this Agreement as set forth in Section 1.

SECTION 3. The written notices referred to above shall be sent to the Employer addressed to the Electric Boat Corporation, Groton, Connecticut and to the Union addressed to MDA-UAW, Local 571, Box 7275, Groton, Connecticut. Written notice by certified mail shall be given to the other party in the event there shall be a change of address of either party for purposes of notice hereunder.

MEMORANDUM OF AGREEMENT #1
Group Insurance and Health Benefit Changes

The following supplements or changes the existing Health Benefit Programs for active employees, employees in suspense departments, COBRA participants or retirees under age 65 and their eligible dependents, as applicable, will become effective on the dates indicated below.

The COMPASS Electric Boat Point of Service Plan which began on January 1, 1997 under the 1996-1999 contract and as modified in the 1999-2002 contract will be continued during the term of this contract with the following changes:

A. Medical Plan of Benefits

1. Office Visit Co-Payment

Effective January 1, 2003, the office visit co payment for network physician visits will be:

<u>Primary Care Physician</u>	<u>Specialist Care Physician</u>
\$15/visit	\$15/visit

2. Prescription Drugs

Effective January 1, 2003, the co-payment for prescription drugs obtained at a network pharmacy will be \$5 or 20%, whichever is greater for a 34 day supply. For prescriptions obtained through the network mail order pharmacy, the co-payment for a 100 day supply will be \$15 for generic drugs and \$30 for brand name drugs.

3. Vision Plan

Effective January 1, 2000, the Company will make available to employees who wish to enroll, a vision plan that will provide coverage for eye examinations to obtain glasses or contact lenses, coverage for lenses, frames or contact lenses.

B. Coverage Levels and Weekly Premiums

1. Compass Plan members will have five coverage levels available to them. These include:

Single Coverage
Employee/Retiree/COBRA Participant Plus Spouse
Employee/Retiree/COBRA Participant Plus Child(ren)
Family Coverage
No Coverage Option

2. For MDA-UAW employees who initially desire to elect "No Coverage," they may do so by completing the Company provided "No Coverage Election Agreement." Individuals who are married must have their spouse sign the form. If an individual elects "No Coverage" they may reinstate their coverage under the COMPASS PLAN by completing an enrollment form at the Employee Benefits Office within 30 days of losing their coverage. Individuals who opt out of medical coverage will not lose eligibility for basic life insurance or accident and sickness coverage.

3. Weekly Premium levels for the COMPASS PLAN:

	<u>Jan. 6, 2002</u>	<u>Dec. 29, 2002</u>	<u>Jan. 2, 2005</u>
Single Employee	\$12/Week	\$14/Week	\$16/Week
Plus Spouse	\$19/Week	\$22/Week	\$24/Week
Employee Plus Child(ren)	\$19/Week	\$22/Week	\$24/Week
Family	\$23/Week	\$27/Week	\$30/Week

Concurrent with the implementation of new early retirement medical plan eligibility criteria contained in *Memorandum of Agreement 2A* of this agreement, \$6.00 per week will be added to each of the above coverage levels.

All weekly premiums will be made on a pretax basis.

4. Effective January 1, 2000 employees may participate in Flexible Spending "Section 125" accounts known as "MedAccount" and "CareAccount." This will be communicated yearly during open enrollment.

C. Dental Plan Improvements and Premiums

The Dental Plan for MDA-UAW Local 571 members will be carried forward with the following changes:

1. Dental Plan schedule will be improved by 10% on the following effective dates: January 1, 2003, January 1, 2004, January 1, 2005. Details of the schedule will be provided to each employee in a separate document entitled "Group Insurance and Health Benefits - Dental Plan for MDA-UAW Personnel."
2. Dental Plan premiums will be increased on December 28, 2003 as follows:

Single Coverage	\$4/Week
Employee Plus Spouse	\$6/Week
Employee Plus Child(ren)	\$6/Week
Family Coverage	\$7/Week

All weekly premiums will be made on a pretax basis.

3. Employees may choose to have "No Coverage". Reinstatement of coverage will be consistent with provisions of the medical "No Coverage" provisions contained in B.2., above.

4. Increase the lifetime maximum benefit payable under the Plan for orthodontia per covered individual to the following levels:

January 1, 2003	\$2000
January 1, 2004	\$2250
January 1, 2005	\$2500

5. Effective January 1, 2002 the one (1) year waiting period for dental plan eligibility will be reduced to 90 days of continuous service.

D. Accident and Sickness Benefit:

The Accident and Sickness Weekly Disability benefit will be increased as follows:

\$340 to \$350 - 01/01/02

\$350 to \$360 - 01/01/03

\$360 to \$370 - 01/01/04

\$370 to \$380 - 01/01/05

- E. Government Approval. The Company shall be entitled to adopt such amendments or modifications to its benefit plans and coverages set forth and agreed upon in this Agreement, including its appendices and memoranda of agreement, as may be required to comply with the provisions of public law 93-406, being the Employee Retirement Income Security Act of 1974 (known as ERISA), and any other laws affecting welfare benefit plans and any regulations and orders issued pursuant thereto.

- F. Federal or State Health Programs. If during the term of this Agreement, there is established by federal or state government, a program such as National Health Insurance that affords to employees covered by this Agreement similar benefits (such as, but not limited to, medical, surgical, hospital benefits, major medical benefits and dental benefits) to those

that are afforded by this Agreement benefits shall be modified in whole or in part to the extent required so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided under such governmental program with the intent to provide from all sources at least the level of benefits agreed upon under this Agreement.

- G Joint Committee on Health Care Costs. The Company and the Union share a deep concern about the cost of health care for employees and their dependents. Together, the Company and Union have witnessed the cost of health care benefits taking significant increases. Therefore, the parties agree to establish a joint committee on health care costs. The committee shall meet to determine courses of action that could express concern to providers and our common interest in obtaining quality health care at reasonable costs. The committee shall seek cooperation and input from the providers to assist us in these endeavors.

MEMORANDUM OF AGREEMENT #2 Retirement Plan Improvements

Pursuant to agreements reached between the Company and the Union it is understood that the Electric Boat Corporation Hourly Rate Technical Design Employees Retirement Plan (the "Retirement Plan") which is part of the General Dynamics Retirement Plan (Government) and is herein incorporated by reference, will remain in effect with the following changes subject to approval of the Internal Revenue Service. These changes are applicable only to those employees affected as noted below.

A. Retirement Benefit

1. Retirement Prior to August 1, 2002. Any employee in the Design Functional Category ("Benefits Class Code A") who is eligible under the Retirement Plan and retires from the Company prior to August 1, 2002 or terminates with a deferred vested benefit prior to August 1, 2002 shall receive a monthly normal retirement benefit, fixed at the date of such employee's retirement,

equal to \$41.00 multiplied by the number of years of such employee's credited service at date of retirement, subject in all cases to appropriate reduction in such benefits due to an early retirement or survivor option election.

Any employee in the Technical and Administrative Functional Category ("Benefits Class Code B") who is eligible under the Retirement Plan and retires from the Company prior to August 1, 2002 or terminates with a deferred vested benefit prior to August 1, 2002 shall receive a monthly normal retirement benefit, fixed at the date of such employee's retirement, equal to \$38.00 multiplied by the number of years of such employee's credited service at date of retirement, subject in all cases to appropriate reduction in such benefits due to an early retirement or survivor option election.

2. Retirement On or After August 1, 2002. Any eligible employee under the Retirement Plan in Benefits Class Code A or B, who retires from the Company on or after August 1, 2002 or terminates with a deferred vested benefit on or after August 1, 2002 shall receive a monthly normal retirement benefit equal to a Monthly Multiplier (as set forth in the chart below) multiplied by the number of years of such employee's credited service at the date of retirement, subject in all cases to appropriate reduction in such benefits due to an early retirement or survivor option election.

<u>Retirement Date on or after August 1, 2002</u>	<u>Benefit Class Code A</u>	<u>Benefits Class Code B</u>
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Benefits paid with respect to periods ending on or before December 31, 2003	\$43.00	\$40.00
-----------------------------------------------------------------------------	---------	---------

Benefits paid with respect to periods between January 1, 2004 and ending December 31, 2005	\$45.00	\$42.00
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Benefits paid with respect to periods after January 1, 2006	\$47.00	\$44.00
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*Note: Employees retiring or terminating on or after August 1, 2002 will be eligible for all increases as indicated in the above chart.

3. Bridging Service for Retirement after August 1, 2002. Employees who are actively at work on August 1, 2002 with one (1) or more years of continuous service or on the completion of one (1) year of continuous service will be eligible for bridging of lost credited service subject to the following rules:

- The break in service which caused the loss of such service occurred prior to January 1, 1976 and
- The benefit level for restored credited service will be equal to twenty-five dollars (\$25.00) a month per year of credited service.
- Employees terminating employment during the life of this Agreement will be paid the current bridging level twenty-five dollars (\$25.00) per month for each year of credited service for all vested credited service at levels less than the current bridging level.

4. Amendments.

The Retirement Plan as agreed to between the Company and the Union shall be contingent upon initial and continuing approval of the Internal Revenue Service as a qualified plan under the Internal Revenue Code and subject to being in compliance with all applicable provisions of the Employee Retirement Income Security Act of 1974 (ERISA), as amended, and the Internal Revenue Code of 1986, as amended, and any other laws affecting qualified retirement plans and the regulations and orders issued pursuant to such laws. The Company shall make whatever amendments or changes to the Retirement Plan and its operation necessary to assure continued compliance with the law and continuation as a tax qualified plan.

MEMORANDUM OF AGREEMENT #2A
Early Retirees' Medical Plan

The following supplements or changes the existing Early Retirees' Medical Plan for retired employees under age 65 or active employees who may retire prior to attaining age 65 during the term of this Agreement, as applicable, will become effective as noted at Paragraph 1 below for all employees actively at work or retired on the effective date of the changes as noted.

1. "COMPASS" Electric Boat Point of Service Plan. Upon ratification of the contract, the managed health care coverage plan known as the "COMPASS" Electric Boat Point of Service Plan as described in Memorandum of Agreement 1 will be implemented for all current early retirees and those who will retire prior to attaining age 65 during the term of this Agreement.

Enrollment in the Early Retiree Medical Plan must occur within 30 days after retirement.

The method of sharing monthly premiums for this coverage will be as follows:

All cost increases will be absorbed by the retiree/spouse.

Upon reaching age 65, coverage under the early retirees medical plan terminates.

2. Delayed Enrollment for Dependents

A retiring employee may elect to delay enrolling an eligible dependent under the Plan beyond the 30 day period. To do so, that dependent must provide to the Company, within the 30 day period, written evidence satisfactory to the Company that the dependent is covered under (or is eligible for coverage under) a group health plan maintained by another employer.

If that dependent provides evidence of coverage described above, then the retiree may enroll that dependent for coverage under this Plan during the 30 days immediately following that dependent's loss of eligibility for coverage under the group health plan maintained by the dependent's employer by reason of that dependent's separation from the service of the sponsoring employer. The retiree may not enroll that dependent under this Plan if the retiree is not enrolled in this Plan or if that dependent is no longer a dependent of the retiree.

MEMORANDUM OF AGREEMENT #2B
Supplemental Pension Coverage

Provisions of the Supplemental Pension coverage will continue as described herein:

1. Retirees with at least ten (10) years of service, and their spouses, will be eligible for the \$94 per month pension improvement commencing upon the attainment of age 65.
2. If an employee has at least five (5) years of continuous service but less than ten (10) years of continuous service at retirement, the \$94 monthly pension improvement shall be prorated in accordance with the employee's years of continuous service. For example, an employee retiring at or after age 65 with seven (7) years of

continuous service shall be entitled to 7/10 of the \$94. The same proration shall apply to the retiree's spouse upon attaining age 65.

3. If an employee terminates with a vested pension benefit prior to age 55, the \$94 per month pension improvement will be reduced by a fraction, the numerator of which is the employee's years of continuous service and the denominator of which is the number of years from the employee's date of hire to the employee's 65th birthday.
4. Effective upon ratification of the Agreement, individuals who are newly hired into the bargaining unit will not be eligible for the \$94 Supplemental Pension Coverage.

MEMORANDUM OF AGREEMENT #3 Active Employment After the Attainment of Age 65

Pursuant to agreements reached between the Company and the Union, it is mutually agreed by and between the parties that unless otherwise permitted or to the extent required by law, including a final order of a cognizant court or order or regulation of a government agency, mandatory retirement by reason of age is eliminated.

Effective on the date of this Agreement, any employee who continues to work for the Company beyond age 65 will continue to accrue credited service under the plan while actively employed until the employee actually retires. With respect to employees who are actively at work on the date of the Agreement and are over 65 on that date, they will receive credited service for all periods of active employment worked with the Company after attaining age 65. Retirement benefits will not be paid until employees over age 65 actually retire.

The parties further understand that the government agencies administering the age discrimination laws recognize that costs of such benefit plans as group life insurance, optional life insurance, accidental death and dismemberment insurance, Health Expense Benefits Program, accident and sickness coverage, and dental program may increase for those employees age 65 or older.

Interpretations concerning provisions of those benefit plans to employees age 65 and over have been issued. In accordance with these interpretations, the Company Plans are amended as follows:

- A. Basic Life Insurance Paid by Company. Effective January 1, 2003 continue on same basis as prior to age 65.
- B. Optional Life Insurance. Effective January 1, 2003 continue on same basis as prior to age 65.
- C. *Accidental Death and Dismemberment Insurance* paid by Company. Continue on same basis as prior to age 65.
- D. Accident and Sickness Weekly Disability Benefits. Continue equivalent coverage as established for employee under age 65 but integrate benefits payable with any Social Security payments received while on disability.
- E. Dental Plan: Continue on same basis as prior to age 65.
- F. Medical Plan:
 - 1. Employees age 65 and older; spouse age 65 and older will continue on the same basis as prior to age 65. If an employee elects Medicare coverage and rejects Company's medical coverage (including *HMO Plan coverage*), Medicare will be the employee's and eligible dependent's only medical coverage and the Company would then reimburse the employee for the standard "Part B" Medicare contribution for employee and dependent until the date the employee actually retires.

2. Spouses under age 65, regardless of the employee's age, will be covered under the plan of benefits for dependents of active employees under age 65.
 3. Spouses 65 and over of employees under age 65 will be covered under the plan of benefits for dependents of active employees under age 65.
- G. Retirement Plan for Technical Hourly Employees. Coverage as set forth in paragraph 2 of this Memorandum.
- H. Savings and Stock Investment Plan For Hourly Employees. Continue on same basis as prior to age 65.
- I. Other Benefits such as Vacation, Holidays, Sick Leave and Bereavement as set forth in the Collective Bargaining Agreement: Continue on same basis as prior to age 65.

From time to time the Company will review its experience and determine if the per capita cost to provide a benefit or insurance program (other than medical benefits coverage), for employees 65 or older is greater than the per capita cost for the hourly employees under age 65 (in the age class specified by government regulations) and employed by the Company. If the cost for any one such benefit, or insurance program is greater, then the Company will, at its option, have the right to change that benefit or insurance program, adjust or eliminate any payments or reimbursement so that, to the extent permitted by law, the cost to the Company will be no greater than the cost it incurs for the hourly employees under age 65 (in the age class specified by government regulations) and employed by the Company.

MEMORANDUM OF AGREEMENT #4
JOINT REVIEW OF WORK HOURS

The Director of Innovations, the Director of Labor Relations and the President of the MDA-UAW reserve the right to review and jointly agree to flexible work hours outside current contractual constraints consistent with the parties' joint goals. .

MEMORANDUM OF AGREEMENT #5
CHECKING

The Company and the Union mutually agree that the function of checking shall be defined as follows:

1. Checking will be limited to the Senior Designer and Designer classifications unless otherwise specified in paragraph 3 or 4 below.
2. Checking in the Senior Designer classification will have no wage rate restrictions.
3. Checking in the Designer and Senior Designer classifications will have no wage rate restrictions for design products developed from checked 3D Models (3DMODS/3DMOCKS) which utilize an integrated electronic data base and concurrent engineering principles (such as the NSSN Project, which currently uses an integrated electronic data base with Design-Build) as the basis for the design. In such projects, checklists specific to the project being checked should be developed and utilized. This approach should be utilized for all affected disciplines. Note: 3D Models, also referred to as 3DMODS or 3DMOCKS, should be checked in accordance with the wage rate provisions of paragraph 4. In cases where the 3D Models (3DMODS/3DMOCKS) are not checked, the 2D Drawings or Models will comply with paragraph 4.
4. For projects which use a traditional design approach, checking in the Designer classifications will require the individual checking the drawing to be at a wage rate at or above the

individual drawing the Plan. An allowable exception to this shall be when temporarily heavy or unbalanced work loads, not to exceed 90 days duration in a given line supervisor's area make such an exception necessary when sufficient Senior Designers are not available or when performing verification of computer databases. In these cases, qualified personnel in Designer Classifications may check the work of personnel in Senior Designer Classifications with no restriction on wage rate. This shall be kept to a minimum in keeping with the intent of this paragraph. Repetition of this shall be cause to consider assignment of more appropriately rated personnel into the affected section and shall be subject to the grievance procedure.

NOTES:

1. For the purpose of this Agreement, the term "drawn" and "checked" refer to the drawing or design product in question and are construed to mean the individuals appropriate to sign in the respective approval blocks or spaces. Such signatures may be manual or electronic, depending on the design product and work methods. After the checker's signature is entered, any changes to the drawing or design product in question require subsequent re-checking by a qualified checker, approval by said checker, and entering the checker's signature in the respective approval blocks or spaces.
2. This Agreement is non-retroactive, and applies only to engineering drawing or design product preparation or development.
3. Where an assignment uses data already existing and is copied from another design product, i.e. drawings, documents, electronic data base, etc., the act of verifying or proof reading the accuracy of the transcription of the data is not considered a checking function under (1), (2), (3) or (4) above.

MEMORANDUM OF AGREEMENT #6
SOUND SHORT SURVEY

1. Objective: This Agreement in principle is made between the Marine Draftsmen's Association, UAW Local 571 and the Acoustic Design and Analysis Section. The objective of this Agreement is to specify the work assignment responsibility for MDA personnel and salaried personnel performing sound short surveillance onboard new construction and overhaul ships in the Noise Review Program, under Dept. 443 responsibility.

2. Definition: A sound short surveillance is defined as a check of noise critical ship systems in order to identify noise critical feature violations not previously detected by inspection. These violations are identified and listed on records which include, but are not limited to, unsats, condition reports or engineering reports. For overhaul ships, these sound short surveillances are usually performed prior to overhaul to assess the overall noise status of the ship; during overhaul as systems are reworked to evaluate the noise status of authorized overhaul work; and prior to post overhaul sound trials to assess the overall noise status of the ship. For new construction ships, sound short surveillance is performed during the construction period and prior to sound trials to assess the noise status of the ship.

3. Policy:
 - A. It is Dept. 443 management's intent to assign a ratio of 1:1, Dept. 443 MDA to salary personnel, for performance of all sound short surveillance efforts associated with system evaluations.

 - B. The following work related to sound short surveillance is considered an MDA function:
 - (1) Conduct sound short surveillance in conjunction with a salaried employee.

 - (2) Evaluation and disposition of unsats or condition reports referred to Dept. 443 by other departments.

 - (3) Evaluation of individual noise problems.

- (4) Recommendation on unsats or condition reports.
 - (5) Preparation of unsats and condition reports.
 - (6) Survey ship to monitor status of previously identified sound shorts.
 - (7) Clearance of unsats or condition reports generated by Dept. 443.
- C. The following work related to sound short surveillance is considered a salaried function:
- (1) Scheduling of surveillance.
 - (2) Oversee and participate in sound short surveillance with an MDA represented employee.
 - (3) Engineering evaluation of an individual noise problem.
 - (4) Recommendation on unsats or condition reports and final approval of.
 - (5) Engineering evaluation and disposition of unsats or condition reports referred to Dept. 443 by other departments.
 - (6) Clearance of unsats or condition reports generated by Dept. 443.
4. Deviations: The above guidelines describe the normal procedure to be followed. In unusual circumstances due to sickness, or other unforeseen events, a deviation from this procedure may be required. At these times, Dept. 443 will inform an MDA representative prior to the deviation when practicable. It is understood that if a problem arises that needs immediate evaluation and correction any available MDA personnel may be assigned to complete that task.
5. Deferments: In the event that a Dept. 443 MDA employee normally performing sound short surveillance is on a priority local assignment coincident with the schedule of a premium assignment, that employee may

be deferred from the premium assignment. If this occurs, the deferred employee will receive the next premium assignment. A premium assignment is considered to be any assignment away from the local area.

6. MDA functions can be performed by any qualified represented employee.

MEMORANDUM OF AGREEMENT #7 ADMINISTRATIVE MODIFICATIONS

The Company and the Union mutually agree on the following items:

1. The Administrative Aide Work Category shall consist of *Administrative Aide, Administrative Aide/Data Bank, Graphic Aides, Graphic Assistants(Aides), and Secretaries*. Members performing those functions under prior contracts shall be laterally transferred to the Administrative functional category. Because of the necessity for typing skills within the administrative functional category, all non-typing employees within the category will be given an opportunity during the term of this agreement to train at the Company's expense but on their own time, in order to pass the Company's typing test.
2. Any work normally and historically performed by *employees in the Graphic Assistant (Aide), Secretary or Administrative Aide/Data Bank Work Category* will be within the jurisdiction of the Administrative Aide Work Category.

MEMORANDUM OF AGREEMENT #8 EATING DURING WORKING HOURS

The following item is mutually understood and agreed upon:

The J.V. Leonard letter of November 12, 1959, regarding Design Department policy on eating during working hours is carried forward as a part of this Agreement.

MEMORANDUM OF AGREEMENT #9 ENGINEER-WEIGHT ESTIMATOR RELATIONSHIP

As mutually understood and agreed, the relationship

between Engineers (salaried personnel) and Weight Estimators under Union jurisdiction shall be as follows:

1. Engineer-Weight Estimator Relationship

The respective relationships and responsibilities of Engineers and Weight Estimators to produce a ship weight estimate are as follows:

- A. System Engineers shall inform the Weight Estimators via discussions, sketches, lists, and drawings of the following:
- (1) Components and items used on previous ships which will be used on the ship being designed.
 - (2) Vendor's weights.
 - (3) Information concerning Government Furnished Equipment where weights have been listed.
 - (4) Components and items similar to those used on previous ships but modified for the ship being designed. The estimated weights, as prepared by the Weight Estimator, will result from discussions between himself and the Engineer concerning the modifications.
 - (5) New components or items shall be identified to the Weight Estimator. The weight estimate will result from discussions between the Engineer and the Weight Estimator. These discussions shall identify free-hand engineering sketches or drafting sketches and other information which will assist the Weight Estimator.
 - (6) Hull structure weight estimates shall be made by the Weight Estimator from sketches or drawings, if these are not available, the lead Structural Engineers shall provide guidance to the Weight Estimator to aid him in establishing his weight estimate.

- (7) Piping, cabling, and ventilation ductwork shall be estimated from preliminary and final diagrams, where these are not available such as in the early stages of the design, the Engineer, through discussions with the Weight Estimator shall identify the size of pipes, types of cables, size of ventilation ductwork, and penetrations. With the Engineer's best judgment of the extent and *location of the piping, cabling, and ventilation ductwork* in the ship, the Weight Estimator shall arrive at a weight figure based on this information. Cable and pipe hangers will be estimated by the Weight Estimator based on engineering advice and factors arrived at from previous ships.

2. Studies

Studies impacting the weight and margin on the ship, the *weight and margin portion of the study shall be performed* by the Weight Estimators and approved by the cognizant Weight Control Organization.

3. Correspondence

All correspondence containing contractor responsible weights, with exception to the special case described in paragraph 5, below, the weights shall be estimated by the Weight Estimators and approved by the cognizant Weight Control Organization.

4. Weight Estimator's Prerogative

The application of vertical centers of gravity, fore and aft centers of gravity and transverse centers of gravity with their moment effects shall be performed only by the weight estimators and the approval of these figures is the responsibility of the cognizant Weight Control Organization.

5. Engineer's Prerogative

The Engineer has the option of making his own weight judgment or requesting service from the cognizant Weight Control Organization when weight is a requirement for him to perform his engineering calculation.

6. Naval Architecture Hydrostatic Calculations

Salaried personnel shall, as in the past, make the calculations for the following items in support of the cognizant Weight Control Organization's Ship Design Weight Summary:

- A. Surface or Submerged Displacement.
- B. Main Ballast Tank Capacities.
- C. Residual Water.
- D. Tank Capacities for Variable Load and Variable Ballast.
- E. Equilibrium Conditions.
- F. KM and KB.

MEMORANDUM OF AGREEMENT #10
WRITING AND SCOPING FUNCTIONS

As mutually understood and agreed, the definitions of writing and scoping functions, as performed at Electric Boat Corporation, and the hourly/salaried responsibility for their performance are as follows:

DEFINITIONS:

Writing is defined as the effort required to consolidate all inputs into an accurate, readable, and salable product. Format requirements differ between types of work items.

HOURLY* - The Union recognizes that there are instances when a particular scope or claim such as unusual short-term work load situations (two weeks but not longer

than four weeks), delivery schedules, technical peculiarities, political sensitivity warrant the use of salaried personnel. The decision in these infrequent instances would be a management judgment.

SCOPING is defined as the effort required to research and detail the effect an item of work (contract change, etc.) will have on the applicable ship(s), design software, materials, scheduling, and design manpower requirements.

TECHNICAL SCOPE consists of:

- A. Technical Description - Description of the effect of the change on the ships or other product.
- B. Engineering Work Description - The description of design efforts required to accomplish the change.

AGREEMENT - *The functions within Department 651 will be performed as noted:*

Technical Scopes

- Technical Descriptions - Hourly*
- Engineering Work Description

Scoping - Hourly*
Writing - Hourly*

Claims Letter Preparation

- Negotiation Synopsis - Salaried

Writing - Hourly*

Master Ship Repair Certificates of Completion

- Analysis - (**)

Gathering and Forwarding - Hourly

Maintenance of all Records and Logs - Hourly

Preparation of all CCM's - Hourly

Filing and Runoff - Hourly

Processing of SF-30's - Hourly*

Processing of UPSA's - Hourly

All DAR's and Repetitive Waivers - Hourly

Claim Extensions - Hourly*

Red Book Spec Maint - Hourly

Collating GFE Reports - Hourly

VE and Potential Claims - Salaried

Waterfront Pricing and Negotiations under \$2500 - Salaried***

Preparation of letter over \$2500 - Hourly

Negotiations - Vendor and Customer - Salaried

Letters to Vendors - Salaried

Main Review and Routing - Salaried

Technical Support - Salaried

Review of Scopes, Claims, etc. - Salaried

**To revert back to hourly through attrition

***No claim letters required

MEMORANDUM OF AGREEMENT #11
NUCLEAR ENGINEERING TEST WRITING

As mutually understood and agreed, the following conditions on Nuclear Engineering Test Writing will continue:

1. The writing, submitting, revising, issuing, and follow up of Nuclear Test Procedures will be performed by bargaining unit personnel except where mutually agreed to be either a shared or wholly salaried responsibility.
2. Bargaining unit personnel will complete the entire Test Procedure and obtain guidance from salaried and/or other hourly personnel as required.
3. The bargaining unit personnel selected must be qualified to write procedures for electrical, mechanical, fluid, and/or structural tests.
4. Selection of bargaining unit personnel will be based solely on qualifications as determined by management.
5. During the test program, salaried liaison engineers will write changes into Test Procedures when required for the continuance of a test.

MEMORANDUM OF AGREEMENT #12
OCCUPATIONAL HEALTH ASSISTANT

As mutually understood and agreed, a work category entitled "Occupational Health Assistant" will be included under the functional category of Technical. The seniority grouping and coding shall read as follows:

<u>Seniority Group</u>	<u>Seniority Code</u>
Technical I, II	2031Q, 2032Q
Technical III, IV	2033R, 2034R

The Occupational Health Assistant shall take airborne, industrial hygiene samples as directed by salaried personnel. Because of fluctuating work loads, the assistants shall, at the request of salaried personnel, perform such other duties as assigned, including, but not limited to noise readings, light readings, static ventilation taps, pest control and related public health problems; the performance of such other tasks shall in no way prejudice salaried personnel from performing similar tasks.

Salaried personnel shall take samples during official State and Federal OSHA and Public Health compliance inspections and studies, including those by NIOSH and subcontractors of both OSHA and NIOSH.

Whenever necessary, salaried personnel may respond to urgent and/or emergency calls from other employees of Electric Boat, Groton. Hourly personnel shall respond to all nonserious calls or complaints whenever available. Nothing in this Agreement shall prohibit salaried personnel from performing sampling in an emergency situation when an Occupational Health Assistant is unavailable - or from doing such work when training bargaining unit personnel.

It is understood that this is an isolated and unique departure from the Recognition Article of the Contract and does not constitute, in any way, a precedent but rather is a negotiated adjudication of a long outstanding grievance.

MEMORANDUM OF AGREEMENT #13 SICK LEAVE, CASUAL AND LATE TIME

Employees with cumulative sick days earned but unused prior to Sept. 30, 1976 Agreement, up to a maximum of sixty-five (65) days, may exercise the following options with respect to such unused sick days:

- A. Retain as sick days to be used in accordance with the provisions of this Memorandum.
- B. Convert such sick days to Supplemental Disability Income (SDI) days at the rate of two (2) SDI days for each such converted sick day.

C. Request payment for all or a portion of such unused sick days, subject to a *minimum* payment of a least four (4) unused sick days or the employee's balance of unused sick days if less than four. If an employee retires or is terminated for lack of work with such unused sick days still to his credit he shall receive payment for such days. If an employee dies with such unused sick days still to his credit, payment of such days shall be made to the authorized legal representative of the estate of the deceased employee or the person or persons legally authorized to make distribution of the deceased employee's estate.

D. Any combination of A. and B. above.

MEMORANDUM OF AGREEMENT #14
IMPLEMENTATION OF TECHNOLOGY
PREPARING THE WORK ENVIRONMENT
FOR THE 21ST CENTURY

It is mutually understood and agreed by the Company and the Union, that the following will apply with respect to the development of computer technology, automated machines or processes:

1. The parties recognize the increase focus on competition in the Defense Industry. It is essential that the parties work together to enhance efficiency and productivity in order to maintain and increase Design and Engineering Business.
2. Technology continues to change and evolve and requires a consistent awareness of the "State of the Art" and review of existing environment for adjustment or modifications. Technology affects and impacts the process, tools, people, organizations, and quality.
3. The Union and the Company agree that technological and process changes going forward may require some potential modifications to our normal business practices. The following are examples of some of these modifications:

- A. For the purposes of diagram creation with Piping and Instrumentation Diagram (P&ID) technology, it may be beneficial to have a Designer and Engineer working together to load specification requirements (rules-based data) in the database. This process is intended to aid the Designer in the initial creation, development and all changes of schematics and diagrams.

- B. During the initial 3D model creation, Designers will develop all 3D models using the CAD database. Designers are encouraged to use Engineers as technical support during product development, as needed. In cases where vital up-front Engineering (i.e., creating a new unique design or a design subject to unusual loadings) is required, Engineers may participate with Designers so long as both the Engineer and Designer are logged on and using the same work station as a team. In this environment the Designer will be recognized as the model creator controlling the database and the Engineer will be recognized as technical support to the creation.

- C. Designers will be trained and encouraged by Management when developing the 3D model to run selected engineering analysis programs to assure feasibility through the aid of an integrated CAE/CAD tool suite. Initially, Senior Designers will be provided training in basic engineering analysis techniques appropriate to their current assignment and their discipline (i.e., Piping Senior Designers in basic piping flexibility engineering analysis). This process will enable Designers to self-critique and make changes based on their upfront engineering analysis, with results saved in the database for Engineering to review and approve the engineering analysis. Both parties recognize that in this situation both Designers and engineers will be able to perform engineering analysis.

- D. It is understood and recognized that checking the 3D model is essential to proper product development. Checking will be performed in accordance with the provisions of Memorandum of Agreement #5 – Checking. Allowing the Designer sufficient time to perform a thorough self-inspection and a technical/data integrity check of the 3D model is essential. As rules-based applications are developed and implemented, a determination and review of the formal traditional checking process may need to be addressed by the joint committee based on the completeness of the rules (i.e., 2D drawings).
- E. It is understood that the Designers role in the 3D model change process will be to review, make changes and control the 3D product model during its development. Engineers should be interacting with the Designers, but not generating formal comments if the product has not been released for review. Engineers can review on-line data after the model is checked, locked, and released. Technical comments may be captured in a duplicate model electronically. The Designer will review the comments and discuss incorporation with the Engineer, Checker or Supervisor, as required. The Designer determines how changes are incorporated into the 3D model.
- F. Most if not all of the above examples will require the development of specific work rules and/or specific training for Designers/Engineers. In addition, there may be other technology-driven changes going forward. To facilitate and continue the process, a joint committee will be established consisting of three (3) Union members appointed by the Union President, three (3) salary employees appointed by the Vice President of Innovation and one (1) Human Resources representative selected by the Vice President of Human Resources. The Human

Resources representative will act as a facilitator, not a voting member. This committee will review the roles and responsibilities impacted, develop specific work processes and identify specific training requirements to facilitate any changes. The committee, with consensus, can implement new processes moving forward. Final recommendations that cannot be agreed to jointly will be reviewed within thirty (30) days by the Union President and the Vice President of Innovation prior to a grievance being filed under the provisions of Paragraph 4 of this Memorandum.

G The committee will also identify where and how the change will be prototyped to establish validity prior to full implementation. The committee will report directly to the Union President and the Vice President of Innovation.

4. The Union recognizes the Company's right to implement technological changes, such as the introduction of computer technology, automated machines or processes, which the Company deems to be improvements in accomplishing the efficient performance of its work. It is not the intention of the Union to inhibit the Company from implementing any technological change which would improve business practices or to allege that any group of employees which it represents, or the bargaining unit, has exclusive rights to the use of any computer equipment, automated machines, or process. It is further agreed that should any future development of technology affecting the working conditions or job functions of members of the bargaining unit, the Company and the Union will make a good faith effort to establish a mutually agreeable approach to any such changes prior to implementation as described in Paragraph 3 of this Memorandum. Should the parties fail to reach agreement on any proposed change, the Company will have the right to implement the change and the Union will have the right to grieve and arbitrate, under the provision of Article VI, the impact of the change on bargaining unit employees. In such event the Arbitrator will not have the authority to

determine whether or not the Company has the right to implement the technological change in question, but only to determine whether the Company has complied with the provision of the Collective Bargaining Agreement with respect to any new or altered bargaining unit jobs resulting from the technological change. The Arbitrator will have the authority to determine the terms and conditions of employment of the employees holding those jobs affected by the technological change in question within the existing structure of the Collective Bargaining Agreement.

5. The Union will be entitled to designate an individual employed by Electric Boat Corporation as its monitor of the development of the computer technology, automated machines, or processes. The monitor will be authorized to devote such time, at his/her normal rate of pay, as deemed reasonably necessary to obtain a full understanding of the evolution of the developing technology and its ramifications. The monitor's performance review/auto progression shall not be prejudiced by reason of this service. The Union monitor shall not be denied information relative to the program nor denied access to any area in which the program is being worked without justification.
6. In the event that this Memorandum and Article XXXII are found to be inconsistent, the terms of this Memorandum shall prevail. However, this Memorandum shall not be construed as modifying or limiting any other provision of this Agreement.

MEMORANDUM OF AGREEMENT #15
VALIDATION OF HANDLING DRAWINGS IN MOCK-UP

As mutually understood and agreed, the following validation of handling drawings in the mock-up has been agreed for Nuclear Design:

1. After proper installation of required structure, padeyes, and handling apparatus per design drawing, a bargaining unit designer will be called upon and be present to verify the proposed handling procedure in cooperation with the cognizant engineer.

2. In the event that problems are encountered, (location of padeyes, removal procedures, interferences, or interpretation of handling gear, etc.) a bargaining unit designer will be called to solve such problems with engineering concurrence.

MEMORANDUM OF AGREEMENT #16
JURISDICTIONAL RIGHTS
(COMPUTER SUPPORT FUNCTIONS)

As a resolution of the question of jurisdictional rights between Local 106 O.P.E.I.U. of the Metal Trades Council and the Marine Draftsmen's Association, UAW Local 571 with regard to employees of Electric Boat Corporation who are assigned to certain computer support functions, the following is mutually agreed to and understood between the parties.

The microfilm/microfiche process and the operation of the related equipment or its successor through technological evolution will be an MDA-UAW bargaining unit function.

All MDA represented personnel at EDSC shall work a normal consecutive eight hour shift (8:00 AM - 4:00 PM, 4:00 PM - 12:00 AM, 12:00 AM - 8:00 AM) which will include a fifteen (15) minute paid lunch period, as per past practice, at a time during the shift when the work schedule permits.

The two employees presently assigned full time to the microfiche function in Department 754 at Electric Boat will have their classification changed from Data Processor, MTC to Console Operator, MDA. These two employees shall have the right to decline this change in classification and remain in Department 754 as Data Processors or Senior Data Processors in which event the function will be staffed by MDA bargaining unit personnel through transfer and/or hiring.

The microfiche/microfilm function will become part of EDSC operations. Employees assigned to this function will be able to progress in accordance with the MDA contract to Senior Console Operator.

All Data 100 functions or successors and all new equipment related to this Data 100 function will fall under the jurisdiction of Local 106 O.P.E.I.U.

The employees selected to operate the Data 100 will be classified as Senior Data Processors as covered by the 1975 through 1979 MTC Labor Agreement.

As a result of this Agreement, at least six (6) employees will be designated by management to operate the Data 100 equipment, as follows:

1. Three employees will be selected immediately to operate the Data 100. Within thirty (30) days, those employees not presently classified as Senior Data Processor will be promoted retroactive to April 3, 1977, provided they qualify.
2. Within sixty (60) days, an additional three (3) employees will be assigned to operate the Data 100. Those employees not presently classified as Senior Data Processor will be promoted retroactive to April 3, 1977, provided they qualify.

All Department 754 and 755 Data Processors will be listed in one seniority group for purposes of layoff and recall. One working leader per shift will be appointed from data entry.

**MEMORANDUM OF AGREEMENT #17
REVISING AND UPDATING MILITARY STANDARDS/
MILITARY SPECIFICATIONS**

As mutually understood and agreed, the function of revising and updating military standards and/or military specifications shall be considered on a case basis whether engineers or MDA personnel will perform this function. The engineer or the MDA personnel performing this function will mark up the document and give it to an MDA typist. All other aspects of revising and updating military standards and/or military specifications shall be performed by MDA personnel; i.e., drawing art work, making negatives, and final typing.

MEMORANDUM OF AGREEMENT #18
MDA GRIEVANCE NO. 274-9
(VIDEOTAPE EQUIPMENT)

It is mutually understood and agreed that MDA grievance No. 274-9 is resolved on the following basis:

1. Bargaining unit photographers will video tape topics to be used for documentation, except when all available bargaining unit photographers are fully committed to an event at which time salaried personnel can be used to supplement the coverage.
2. Salaried personnel will use video tape equipment for Company proprietary subjects and for such subjects as public relations, educational and marketing tapes.
3. The Company will equip the photo lab with a video camera.
4. All photographers will be trained by the Public Affairs Department in the use of the video camera within one year from the date of this Agreement.
5. Bargaining unit photographers will continue to be permitted to progress into and then up the Design 1 wage rates listed in the Collective Bargaining Agreement to the extent permitted by the Collective Bargaining Agreement.
6. Whenever the Company wishes to use salaried personnel to perform video taping, other than specified in Para. 2 above, the Director of Public Affairs shall communicate that need to the appropriate Local 571 Officer, in advance, and relate the reason for the assignment.

MEMORANDUM OF AGREEMENT #19
CONDITIONS AGREED UPON IN SETTLEMENT
OF MDA GRIEVANCE 22-7
IN LIEU OF ARBITRATION

The following conditions are mutually agreed upon in settlement of MDA Grievance 22-7 in lieu of arbitration.

1. It is agreed that the design functions which have traditionally and historically been performed by MDA-UAW represented personnel in connection with coordination of design information and liaison with the trades in construction and/or revision of the mock-ups and drawing validation activities, shall continue to be performed exclusively by MDA-UAW represented design personnel.

Set forth below are some of the specific applications of the above, with the understanding that any design functions not specifically mentioned as examples shall nonetheless be subject to the above paragraph.

- A. The "Dimensional Verification Report" form which is utilized in drawing validation shall be revised effective July 5, 1977 by dividing the "Action to be Taken" column into two columns: "Design Evaluation" and "Mock-up Evaluation." The functions required to complete these columns shall be performed by the appropriate personnel as follows:

- (1) Completion of the "Design Evaluation" column shall be the function of MDA design personnel from the supervisory group having responsibility for the drawing being validated (preferably the individual who produced the layout).
- (2) Completion of the "Mock-up Evaluation" column shall be the function of:
 - a. MDA design personnel assigned to the mock-up, or
 - b. The MDA design personnel identified in paragraph 1 above with the concurrence of the cognizant mock-up design personnel.

- (3) Completion of the "Final Mock-up Status" column and the decision for action taken shall be the responsibility of salaried engineering personnel. The cognizant engineer shall, in this column, either:
 - a. Give engineering approval by initialing, or
 - b. Disagree with the design recommendation by making appropriate comment and initialing.
 - B. The function of filling out the "Rework" form shall be performed solely by MDA represented mock-up design personnel in conjunction with MDA design personnel from the supervisory group having responsibility of the drawing as appropriate.
2. The Company will pay a total of one thousand (1,000) hours pay to be divided among employees to be designated by the Union who should have performed the work which was done by salaried engineering personnel since twenty (20) working days prior to the date of the filing of the subject grievance.

MEMORANDUM OF AGREEMENT #20
EQUITABLE DISTRIBUTION OF SHIPCHECK
ASSIGNMENTS

1. The intent of this Memorandum is to provide an acceptable procedure that can be used to satisfy two requisites for a successful shipcheck program; i.e., (1) a means of providing a satisfactory mix of talent/experience among the shipcheckers assigned to ensure a quality technical job, and (2) a means of providing an equitable opportunity of shipcheck participation by the qualified personnel in accordance with J.R. Hunter Memorandum of June 1, 1973.
2. A. Each Design Manager shall maintain a rotation list of qualified shipcheck personnel by discipline. He or she will endeavor to assign appropriate discipline personnel from this list as equally as practicable.

B. It is to be noted that additions or deletions to these lists are at the discretion of management. Deletions will be discussed with personnel involved.

3. The intent and design of this procedure is to provide a satisfactory mix of talent/experience by selecting shipcheck personnel from these rotational lists. However, in those cases where the uniqueness or the level of difficulty of a particular shipcheck presents an unsatisfactory shipcheck team when following the rotation lists exactly, management has the option to select out of rotation. Any employee so selected will then be placed back on the list such that he will not be selected again until all others then currently on his list have been on shipcheck at least once.

4. Turning Down an Assignment

Jury duty or military leave are considered as "employee not available for assignment" with no penalty. A valid medical reason, acceptable to management, is a basis for exempting employee from shipcheck.

An employee who has informed his Supervisor of a previously scheduled vacation (which has been entered on the vacation schedule and confirmed as of March 15 of the same calendar year) which would conflict with the period of the shipcheck assignment shall be considered to be unavailable for shipcheck assignment and will not be asked. Any employee so deferred will be assigned to the next shipcheck for which he is available.

Refusal will count as a shipcheck and the employee will drop to the bottom of his list.

When an employee refuses shipcheck assignment two times in a row, the employee shall be removed from the shipcheck roster for one (1) full rotation and then added to the bottom of his list after the next shipcheck. Three

refusals in a row may result in the employee's name being dropped from the shipcheck roster.

5. Deferment

An employee whose turn comes up for shipcheck assignment on the rotation list, but who is assigned to a specific priority job, may be bypassed for that particular shipcheck assignment. The necessity to defer an employee from a shipcheck assignment will occur in only certain rare and limited instances and will be an exception to normal practice. When deferment is necessary, the supervisor of the employee to be deferred will discuss the reason for the need to defer his assignment. The employee so deferred will retain his or her place on the rotation list and will be assigned to the next shipcheck (excepting in cases of back-to-back shipchecks within two weeks of each other).

6. When officially requested by the Union, shipcheck rotation lists will be made available for review.

7. Nothing in this Agreement shall take precedence over Department Instruction 459-1, Section 3.1.

8. Either party to the Agreement may request a meeting to discuss any problems dealing with the implementation of this Memorandum.

9. If this Agreement does not work to the mutual satisfaction of the parties, then the provisions of the original Memo 29, as existed in the 1976 - 1979 Agreement, will be in effect.

10. The Company reserves the right to review and revise the rotation list based on qualifications.

MEMORANDUM OF AGREEMENT #21
PRODUCTION OF EQUIPMENT HANDLING PROCEDURES

As mutually understood and agreed, the production of Equipment Handling Procedures shall be accomplished in the following manner:

In order to support the TRIDENT maintenance concepts, the Equipment Handling Procedures will be produced as a drawing in booklet form as mutually agreed between EB Corporation and their customer. The production of this drawing in a technical manual format will be done by drawing room personnel in all areas of design. To implement this drawing effort in areas where manpower is presently a problem, such as Nuclear Design, the Union agrees that Technical Writers may be used to supply portions of the written text of the procedures provided the provisions of Article XXI Section 9 are followed.

If amplification of visual concepts or clarifications of the written text of the procedure is considered necessary, management shall use the expertise of the Technical Illustrators or the Technical Writers as the situation demands.

It is further understood and mutually agreed that should a lack of work situation develop in the areas of Technical Illustration or Technical Writing the employees affected shall be given the opportunity to work in the design area of Equipment Handling Procedures or any related technical area which may develop in future contracts. The foregoing is subject to the requirements of Articles XXI and XXII.

MEMORANDUM OF AGREEMENT #22
NON-EXEMPT SECRETARIES

The following Agreement relative to Paragraph D of Article I for secretaries who report to Department Heads is as follows:

The Company agrees to notify the Union prior to making salaried non-exempt secretaries. If requested, the Company will audit the duties to be performed to assure the position is salaried non-exempt work. The Company and Union agree incidental bargaining unit work may be performed.

The Company may designate a maximum of nineteen (19) salaried non-exempt secretaries.

MEMORANDUM OF AGREEMENT #23
UNION ACTIVITY

The President of the MDA-UAW shall be entitled to forty (40) hours paid time on Company paid Union business. In addition, the President of the MDA-UAW is authorized to appoint five (5) additional bargaining-unit employees as designees who are also entitled to forty (40) hours paid time on Company paid Union business. The MDA-UAW President and his five (5) designees may work full time (40 hours) on Union business at the sole discretion of the Union. The Company will not attempt to restrict the officers from conducting Union business.

The President and his five (5) designees will not be required to punch time clocks but will be required to fill out specified timecards and will be expected to enter the number of hours worked each workday Monday through Friday. Timecard entries must be signed by an authorized management official on a weekly basis. In the event the Union President or any of his five (5) designees is required to work in excess of eight (8) hours per day on representational activities, such individual may flex excess hours to one or more of the remaining days of the week so long as the total number of hours worked or charged to remaining entitlement time equals or exceeds forty (40) in any one work week. These individuals will be paid a maximum of forty (40) hours per week. It is understood, however, that no overtime and shift premium will be paid as a result of hours worked on the above schedule.

Councillors and Grievance Representatives shall be entitled to conduct Union business as required on the Union shop order. They must inform their supervisor that they are going on Union business. The supervisor may inquire as to where they are going and approximately how long they expect to be on Union business, but shall not further interrogate the Union Representative.

Company-paid Union business conducted by Councillors and Grievance Representatives shall include investigation of complaints or potential grievances and attending grievance meetings, but shall exclude preparation for arbitration or participation in the arbitration step of the grievance procedure.

Union business conducted by Councillors or Grievance Representatives which is associated with the arbitration step of the grievance procedure shall be paid for by the Union.

MEMORANDUM OF AGREEMENT #24
DISPOSITIONING OF NUCLEAR CFE'S AND LAR'S

1. The work involved in dispositioning CFE's and LAR's in the Nuclear Area shall be allocated, as between bargaining unit members and salaried employees, including engineers, on the basis of the historic allocation of such work in the Non-Nuclear Area up to 5/1/81. Where the Non-Nuclear model is not applicable in the Nuclear context, the standard of allocation will be that such work shall be allocated to MDA bargaining unit members where they are reasonably able, using their traditional skills and with reasonable cooperation and guidance as provided below (as opposed to a formal training program), to perform the work efficiently. A change of title of any document used in connection with the performance of this work shall not affect the allocation of the work.
2. As in the Non-Nuclear Area, source materials reasonably necessary or appropriate to the dispositioning of LAR's and CFE's assigned to bargaining unit members will be made available to members of the MDA bargaining unit; as with regard to other design functions, salaried personnel, including engineers and supervisors, will be expected to cooperate when questions arise and/or interface is required; and discipline shall not be imposed or threatened by reason of work done in such dispositioning except in circumstances where discipline would be properly imposed in regard to the performance of design work in general. All discipline which may have been issued to bargaining unit members in connection with dispositioning CFE's and LAR's in the Nuclear Area, from June 1980 through the date of this Memorandum, is to be withdrawn and expunged from the records of the employees concerned.
3. The log(s) regularly maintained by the Company for Nuclear CFE's and LAR's will be available for examination

by Union representatives and the committee referred to below. The information contained in such logs will not be changed so as to eliminate any data currently contained in the logs. Copies of these logs and lists will be provided upon request to a person designated by the Union, no more than twice during the two (2) months preceding the bi-monthly meetings described below. The list shall show the number of each document, its date, the Chief to whose area the document was assigned for dispositioning, and, in the instance of documents not assigned to MDA-represented employees to disposition, a brief description of the problem.

4. The Union will designate a committee composed of six (6) bargaining unit members, one from each of the affected disciplines (piping, pipe hangers, structural, electrical, mechanical and arrangements). The committee members shall not be precluded from consulting with other bargaining unit members in Nuclear who may have expertise in a particular area. Following receipt of copies of the logs and list described in paragraph 3 hereof, the committee and appropriate representatives from Non-Nuclear shall be entitled to review samples of the documents allocated to non-bargaining unit personnel on the basis of a random sample not to exceed 25 percent of the total number of documents so allocated. Such samples shall be turned over to the Union committee as promptly as practicable after they are requested, but in no event less than 15 working days before the bi-monthly meetings. The committee review and the time spent by those other persons in Nuclear who may be consulted shall be on the paid (2709) shop order, up to a total of 250 hours per year. Time spent by Non-Nuclear personnel will be on the paid (2709) shop order but will not be deducted from the 250 hour pool.
5. There shall be a bi-monthly meeting if requested by the Union, between the Union committee described in the preceding paragraph and appropriate representatives of management, to discuss questions regarding the allocation of documents to non-bargaining unit personnel. The committee and management will attempt to resolve questions raised on the basis of the work allocation

described in the first paragraph of this Memorandum. The first bi-monthly meeting will be held during the first week of August 1981. Documents to be reviewed then will be those dispositioned during May and June 1981. Subsequent bi-monthly meetings will follow the same format.

6. The bi-monthly meetings shall be on the paid (2709) shop order and shall not be charged against the 250 hour pool provided for document review in paragraph 4, above. The first such meeting may be attended by all of the committee members, representatives of management, Union officers and representatives of Labor Relations. Subsequent meetings shall be attended by committee members of the affected disciplines. *If the management attendees at the bi-monthly meetings include representatives from Non-Nuclear, the Union shall be entitled to similar representation from Non-Nuclear. At least 5 working days before the meeting, the Union shall specifically identify to Nuclear management the documents to be discussed.*
7. If questions of allocation of such work are not resolved at the bi-monthly meeting and a grievance is filed, it shall be timely if filed within twenty (20) working days after the first bi-monthly meeting at which a dispute is found to exist. Such grievance may be supplemented, if required, after each bi-monthly meeting to add additional documents within twenty working days of each such meeting.
8. Within twenty (20) days from 6/1/82 either party may submit the grievance, as supplemented, to arbitration in accordance with the provisions of Article VI of the Agreement. Any settlement of work allocation during the one-year period until 6/1/82 shall not be considered as precedent with respect to different types of CFE's and LAR's than those covered by such settlements, and *there shall be no monetary liability with regard to such settlements during the one-year period. If it is determined by an Arbitrator that any disputes of misallocated work and attendant documents are subject to monetary liability, such liability shall accrue from the*

date of the original Grievance or a supplement as described in Paragraph 7 above. Notwithstanding the foregoing, the Union shall have the right to grieve and seek arbitration at any time, during the one-year period in the case of a claim of a repudiation of the procedures and work allocation provided for in this Memorandum.

9. After 6/21/82, the procedures provided in paragraphs 3 through 7 of this Agreement will expire and disputes as to the applications of paragraphs 1 and 2 hereof arising thereafter shall be governed by the regular grievance procedure (Article VI).
10. All prior proposals or drafts of this Memorandum will be withdrawn without precedent or prejudice and will not be used by either party in any proceeding for any purpose.

**MEMORANDUM OF AGREEMENT #25
MDA-UAW PRESIDENT AND HIS FIVE (5 DESIGNEES)
PERFORMANCE REVIEW AND PENSION CREDITS**

It is hereby mutually understood and agreed that the following shall apply to the MDA-UAW President and his five (5) designees.

PERFORMANCE REVIEW

Contractual provisions of the Collective Bargaining Agreement notwithstanding, MDA-UAW President and his five (5) designees will not have any performance review interviews with their immediate supervisor during their term/s of office. They will however receive a performance review form, when applicable, signed by the Director of Hourly Employee Relations, which includes the individuals department number and supervisor code, and which reflects satisfactory performance for each performance review period during their term/s of office and for the first performance review following their tenure in office.

PENSION CREDITS

MDA-UAW President and his five (5) designees shall be credited with time charged to the unpaid Union business shop order

(i.e. 2809) as hours worked for the purpose of computing pension credits earned in any calendar year.

MEMORANDUM OF AGREEMENT #26
PERSONAL TIME FOR LATENESS

The terms and conditions set forth herein are mutually understood and agreed to by the Electric Boat Corporation (hereinafter the Company) and the Marine Draftsmen's Association, UAW Local 571 (hereinafter the Union).

This Memorandum deals solely with lateness and does not deal with other aspects of "lost time". No inference shall be drawn from this Memorandum regarding such other aspects of "lost time".

The Union contends that employees are not subject to discipline for excessive unexcused lateness until they have fully exhausted their allotted personal time, while the Company contends that employees can be disciplined for unexcused lateness without regard to the amount of personal time which they retain. Without prejudice to those positions, the parties hereby agree to establish the following approach to personal time for lateness on a trial basis for calendar year 1982:

1. *Employees shall be entitled to use personal time for instances of lateness, when such lateness is the result of an unavoidable circumstance for which prior notification could not reasonably have been given (hereinafter "unavoidable lateness"). Such instances of lateness shall be excused.*
2. The procedure for implementing this approach to use of personal time for lateness shall be as follows: When a question arises as to whether an employee's lateness was avoidable or unavoidable, the supervisor shall ascertain whether the lateness was avoidable or unavoidable. If the supervisor concludes that the lateness was unavoidable and therefore excused, the lateness time will be charged against the employee's remaining allotment of paid personal time, if any. If the lateness is considered avoidable and therefore unexcused, the supervisor shall

notify the employee and the appropriate councillor of his decision. The councillor shall initial the employee's calendar card to acknowledge receipt of notice and, upon request, be provided with a copy of it. Upon the request of the affected employee, councillor or supervisor, they shall discuss the incident together. The affected employee shall have the option of charging an unexcused lateness to remaining paid or unpaid personal time.

3. The Company may discipline for excessive avoidable latenesses. The point at which the number of avoidable latenesses becomes excessive will take into account all relevant considerations including the affected employee's overall employment record.
4. If an employee is given a recorded verbal warning for excessive avoidable lateness, the employee's councillor may review and, upon request, shall be provided with copies of the absentee calendar cards of the other employees in the immediate supervisor's group.
5. If an employee is suspended for excessive avoidable lateness, the employee's councillor may review, and upon request shall be provided with copies of, the absentee calendar cards of the other employees working under the subject employee's chief.
6. The Union may grieve against any determination that an instance of lateness was avoidable or any action taken by the Company based upon a contention that an employee had excessive avoidable latenesses.
7. In the application of Article VII, Section 6 of the Collective Bargaining Agreement, regarding attendance, no acquiescence in Company action shall be inferred by the Union's failure to file a grievance until an employee receives a suspension.
8. No future discipline will be based upon lateness or absences occurring before the date of this memorandum, except with respect to the employees listed in Exhibit A annexed hereto. Inclusion of an employee's name on Exhibit A shall not imply Union acquiescence in the prior discipline.

The Union acknowledges that the prior discipline has not been grieved.

9. Either party may cancel this Memorandum upon 30 days' written notice, without prejudice to any rights it now has or otherwise would have accrued to seek arbitral resolution of any contract disputes relating to personal time, except with respect to individual employees claims arising out of the disputed application of Article XVI, which are being settled simultaneously herewith.
10. The Union reserves the right to reactivate its broad grievance regarding the proper interpretation of Article XVI before Arbitrator Stutz and to seek a remedy which includes damages to the entire bargaining unit.
11. Neither this Agreement nor the discussions which led to it shall be referred to in any proceeding between the parties, except that the parties may refer to the terms of the Agreement in a dispute as to the interpretation or application hereof.
12. The Union agrees to seek to have deferred those allegations of its NLRB charges which relate to the lost-time tab run, so long as this Agreement remains in effect.

MEMORANDUM OF AGREEMENT #27
DEPARTMENT 451 TEST FORM REVISIONS

In full and final settlement of grievance MDA-84-7 it is agreed that:

1. The Company agrees to pay a total of \$30,000 to persons to be designated by the Marine Draftsmen's Association.
2. Construction test form revisions will be prepared by Marine Draftsmen's Association Test Writers.
3. Class Document Change Notices (DCN's) will be eliminated and replaced by construction revision sheets prepared by Marine Draftsmen's Association Test Writers.

4. Document Change Notices (DCN's) to document any additional changes (e.g. "pen and ink" changes, contract changes, alts, etc.) required, but not documented by previous DCN's, will be prepared by salaried personnel and incorporated in test form revisions by Marine Draftsmen's Association Test Writers.
5. Cutoff date for salaried employees to complete revisions in progress: 1/29/82.
6. Salaried personnel will continue to review and approve test form revisions prepared by Marine Draftsmen's Association Test Writers, but changes will be referred back to Marine Draftsmen's Association Test Writers for incorporation.
7. This settlement is limited to the subject matter of grievance #MDA-84-7 and shall be without precedent or prejudice to any other matter except that the Marine Draftsmen's Association may grieve a violation of this Agreement.

MEMORANDUM OF AGREEMENT #28
LEAVE FOR UNION BUSINESS

1. An employee who is (1) appointed, selected or elected to work for a Local Union, or (2) appointed or elected to a position on the Staff of the International Union, or (3) in the case of an employee appointed, selected, or elected by the Union to the Staff of the National AFL-CIO (including the Industrial Union Department but excluding the individual International Unions except the UAW), or to the Staff of a State, County, City or Regional AFL-CIO Council, or an employee appointed to a full-time position identified as one of a labor member of a government agency shall be granted a leave of absence for the period of his appointment, selection or term of office.
2. Each calendar week, during such leave, will count as forty (40) hours credited service for pension purposes as though he had received pay for working such hours. Seniority will be accumulated during such leave of absence.

3. *A leave of absence may be granted an employee for other Union activities upon the written request of the Regional Director to the Director of Labor Relations of the Company.*
4. *Upon return from any such leave of absence, the employee shall be reemployed at work generally similar to that which he did last prior to the leave of absence and with seniority accumulated throughout his leave of absence.*

MEMORANDUM OF AGREEMENT #29
JOB AUDITS

The Company will conduct job audits upon request of the Union as follows:

1. *The requested job audit(s) shall commence within two (2) weeks of the date the request is received. If the Company cannot, for good reason, commence the audit within two (2) weeks, it will meet with the Union to discuss the date by which it can start.*
2. *The job audit(s) will normally be concluded no later than sixty (60) days after the request for the audit is received. If for good reason the Company cannot conclude a requested audit, they shall meet with the Union to discuss the date by which the audit(s) can be completed and will provide the Union with a progress report in writing.*
3. *Upon completion of the audit(s) the Company will meet with the Union to discuss the results. They will inform the Union of the conclusions of the audit(s) and, upon request, will provide the back-up data which led to the conclusions.*
4. *If some or all of the audited jobs or portions thereof were determined to be properly MDA-UAW bargaining unit functions, the Company and the Union will discuss the conditions upon which the audit will be implemented.*

5. If the Company and the Union cannot agree upon the conclusions or implementation of any job audit(s), the Union may process a grievance to arbitration. The grievance shall be submitted directly to Step 3 of the grievance procedure.
6. If it is found in arbitration that any disputed salaried job or function thereof should in fact be in the bargaining unit, the arbitrator's award may be retroactive to the original date the request for audit was received by the Company.
7. The period of time elapsed between requests for audits shall not be less than sixty (60) calendar days unless by mutual agreement.

MEMORANDUM OF AGREEMENT #30
ALCOHOL AND DRUG PREAMBLE

WHEREAS, the parties recognize that alcohol and drug abuse are illnesses that create serious problems for workers, their families, the workplace and the community, that these illnesses acknowledge no boundaries of age, race, or socioeconomic status, that punishing the victim will not eradicate the problem, efforts must focus on treatment of the illness and restoration of the victim to a meaningful productive life, and

WHEREAS, the parties recognize that a cooperative and constructive effort is needed to overcome the impact of alcohol and drug abuse on safety, productivity, quality of work, and morale, and that such a policy must apply to abuses of alcohol and certain prescribed medicines, as well as illegal drugs, and

WHEREAS, the parties have no tolerance whatsoever for drug pushers and providers nor those persons who are in control of these activities nor those who knowingly assist in permitting such activities to occur by acting as couriers, dispensers, bankers, or as any other key participant in a drug trafficking operation, and

WHEREAS, the parties recognize the national concerns on drug abuse, as demonstrated by the Drug Free Workplace Act and regulations promulgated pursuant to that Act by the U.S. Department of Transportation, Defense and other Federal agencies which require federal contractors to establish drug testing programs, and that the Defense Department rules mandate drug testing of employees in sensitive positions and that the Department of Transportation has issued regulations calling for drug testing of certain individuals effecting public safety, and that the U.S. Supreme Court has approved drug testing for certain employees performing critical jobs or safety related jobs, and

WHEREAS, the parties recognize the keys to this effort will be the providing of education, assistance to the employees and their families, encouraging the employees to receive treatment as needed, fostering and encouraging an environment which is free of alcohol and drug abuse and deterrents to the abuse of alcohol and drugs.

THEREFORE, in implementing the general principles stated above, the parties agree as follows:

1. EDUCATION AND TRAINING

- A. Employees are to be advised in writing of the UAW/General Dynamics Alcohol and Drug Abuse Program. Information provided is to cover various aspects of the Program including the reasons for the Program, benefits for the employees and the Company, employee assistance programs, effects of alcohol and drugs on individuals and their families, alcohol tests and drug tests.
- B. Management officials, medical professionals, selected union officials, supervisors, plant security personnel and other selected employees are to be trained on the following issues:

- (1) Employee Assistance Programs (EAP):

- a. Alcohol and drug abuse recognition, symptoms and effects.
 - b. Methods of visually identifying employees who may be subject to the effects of alcohol and/or drugs.
 - c. Methods of referring employees who might be suffering from personal problems that could signal possible alcohol or drug problems to the EAP.
- (2) Negotiated procedures related to handling employees who appear to be subject to the effects of alcohol and/or drugs;
 - (3) Documenting observations and impressions of persons who may be subject to the effects of alcohol or illegal drugs;
 - (4) Alcohol and drug testing program, procedures, and safeguards;
 - (5) Benefit programs and alternatives that are available; and
 - (6) Safety aspects of alcohol or drug problems in both work and social environment.

2. ALCOHOL AND DRUG TESTING

A. For Cause Testing for Alcohol and Drugs

- (1) The Company may not give or require any employee to submit to a "For Cause" test for alcohol or drugs as a condition of employment without reasonable cause. Reasonable cause shall be defined as those circumstances, based on objective evidence about the

employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment due to alcohol or drugs. Examples of objective evidence include, when an employee shows signs of impairment such as difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform his/her job in a safe manner.

- (2) When the Company has reasonable cause to believe that an employee is demonstrating signs of impairment, the employee is to be escorted to the Medical Department for evaluation by a medical professional. A management official who is trained under the provisions of IB above who observes such signs of impairment shall complete a written documentation of the observed signs of impairment. The employee will be given a copy of such document, if requested by the employee.
- (3) If judged appropriate by a medical professional, after assessment of the employee, a test for alcohol shall be conducted and/or a urine specimen for drug testing shall be required. The employee's visit to the Medical Department will be conducted in a manner consistent with any other medical condition, i.e., privacy, confidentiality of records, etc.
- (4) In the event a Company location does not have a Medical Department, or has a Medical Department which is not staffed when the employee is escorted to it for evaluation, a trained management official will determine whether the employee should be

escorted to an off premises medical clinic for evaluation by a medical professional. A record of the observed signs of impairment will be documented and provided to the employee, if requested by the employee.

B. Preventive Testing for Alcohol and Drugs

(1) Employees Identified for Preventative Testing

The following group of employees has been identified to be in sensitive positions and are included in the Company's Preventative Testing Program.

(a) Employees in or seeking positions for which a top secret clearance is required.

(2) Method of Conducting Preventative Testing

(a) A non-biased selection procedure, such as the use of statistical random tables or a computer-generated selection procedure, is to be used to assure non-biased equitable distribution in the selection process.

(b) In each location conducting Preventative Testing, a method is to be implemented to ensure an adequate number of monthly tests during any two year period which at least equals the number of employees defined in - Preventative Testing Group, paragraph 2.B.1.(a) above.

(3) No employee, under the provisions of (a) above, may be tested more than twice in a one year period.

C. Positive Test for Alcohol or Drugs

An employee whose alcohol or drug test is positive will be considered in violation of this Memorandum.

- (1) First Positive - The employee will be referred to the Joint UAW/General Dynamics Employee Assistance Program (EAP).

Refusal to participate in the EAP will result *in the employee being placed on an immediate personal leave of absence*. The employee shall not be returned to active work until such time as another alcohol and/or drug test, administered by the Company, is negative.

An employee who participates in the EAP must follow the requirements of the EAP. *The employee shall not be returned to active work until such time as another alcohol and/or drug test is administered by the treatment provider or by the Company, is negative.*

Failure to complete the EAP prescribed course of treatment, will result in the employee being placed on a personal leave of absence. The employee shall not be returned to active work until such time as another alcohol and/or drug test, administered by the Company, is negative.

- (2) Second Positive - *If within two years of the First Positive, an employee again tests positive for either alcohol and/or drugs, the employee will be referred to the Joint UAW/Company Employee Assistance Program for mandatory participation in such program, and not returned to active work until such time as another alcohol and/or drug test is administered by the*

treatment provider or by the Company, is negative.

Refusal to participate in the Employee Assistance Program or failure to complete the prescribed course of treatment will result in the employee being subject to discipline for 15 working days or less.

- (3) Third Positive - If within two years of the Second Positive, an employee tests positive for either alcohol or drugs, the employee will be subject to discipline, or mandatory referral to the Joint UAW/Company Employee Assistance Program, at the option of the Company.

- D. Personal Leave of Absence Following Refusal to Participate in the Joint UAW/Company Employee Assistance Program or Failure to Complete the Prescribed Course of Treatment.

The leave of absence shall be without pay. Current benefit coverages will continue. Vacation or other accumulated paid personal days, may be used during this leave of absence.

- E. Return to Work Test

An employee who tests positive may not return to work until he tests negative. This test must be conducted within 30 days of the positive test notification. The 30 days will be extended up to an additional 30 days upon evidence of the employee's continuing treatment or by mutual agreement.

3. PROCEDURE FOR ALCOHOL OR DRUG TESTING

- A. Pre-collection Interviews - Prior to the administration of an alcohol test and/or the

collection of a urine specimen for drug testing, individuals will be thoroughly interviewed to determine if there may be any medications (over-the-counter or prescription) or other substances that may have been inhaled, ingested, or injected, which could result in a positive test. That information is to be provided to the testing laboratory.

- B. Employee Refusal of an Alcohol Test or Drug Test - An employee's refusal shall subject the employee to discipline for just cause only.
- C. Alcohol Testing - The administration of an alcohol test shall be in accordance with the test equipment manufacturer's instructions and the procedures.
- D. Chain of Custody - Collection and shipment of all urine samples will follow strict chain of custody procedures.
- E. Retention of Sample - All urine samples confirmed positive for drugs will be frozen by the testing laboratory and retained for two years.
- F. Notification - All individuals who test positive shall be so notified by the Company and given an opportunity to provide the Company any reasons he/she may have which would explain the positive alcohol or drug test. If the individual provides a reasonable explanation that can be substantiated to the Company, that the positive alcohol or drug test result is due to factors other than the presence of alcohol or drugs in the test specimen, the positive test result will be disregarded and all records of the test result destroyed.
- G. Confidentiality - The identities of employees who have tested positive shall be limited to those persons having a need to know.

- H. Laboratory - Only laboratories jointly agreed upon and certified by the National Institute on Drug Abuse will be used for drug testing.
- I. Collection Site - Any employee subject to drug testing must be allowed to provide a urine specimen in private and in an enclosed room.
- J. Negative Results - All tests that are negative will result in all records and documents leading to the testing to be destroyed. Non-personal data may be retained for statistical studies.

All employees, whose initial test is negative, will be compensated for lost wages and benefits.
- K. Employees have the right to have a representative of the Union present prior to testing, if requested by the employee. If a representative is not immediately available, the union will be given a reasonable opportunity to obtain one.

4. DEFINITIONS

- A. Alcohol - A colorless, volatile, and flammable liquid that is the intoxicating agent in fermented and distilled liquors. Includes, but is not limited to, beer, wine and liquor. Does not include alcohol used in chemical processing, cleaning or testing.
- B. Alcohol Test - A scientifically valid test utilizing detectors to determine the percent (%) alcohol in the blood. The test is non-invasive and requires the test subject to exhale into the detector chamber. Upon request of the employee, blood will be used for confirmation. If a breathalyzer is inoperable or unavailable, the employee will have the option of using a urine or blood test. A urine test would utilize a .054% urine/alcohol level.

- C. A Positive Test for Alcohol or Drugs - Means to have the presence of alcohol, a drug or a drug metabolite in an employee's system as determined by appropriate testing of a bodily specimen that is equal to or greater than the levels specified below for the confirmation test. This shall be referred to as a "positive level," "prohibitive level," or "positive screen."

	<u>Initial Test Levels</u>	<u>Confirmation Test Levels</u>
1. alcohol	0.04%	0.04% *
2. marijuana metabolite	100 ng/ml	20 ng/ml **
3. cocaine metabolite(s)	300 ng/ml	150 ng/ml ***
4. morphine and/or codeine	300 ng/ml	300 ng/ml
5. phencyclidine (PC) (and/or metabolites)	25 ng/ml	25 ng/ml
6. amphetamine methamphetamine	1000 ng/ml	500 ng/ml
7. oxazepam and/or benzodiazepine or metabolite	300 ng/ml	300 ng/ml
8. barbiturates	300 ng/ml	200 ng/ml****
9. methadone and/or metabolite	300 ng/ml	300 ng/ml

* percent blood alcohol level
 ** delta-9-tetrahydrocannabinol-9-carboxylic acid
 *** benzoylecgonine, ecgonine methyl ester and/or ecgonine
 **** amobarbital, butabarbital, butalbital, pentobarbital
 and/or secobarbital

- D. Drug Test - A multiple step urine test which involves an immunoassay screening method approved by the Food and Drug Administration and a confirmation by use of Gas Chromatography and Mass Spectroscopy (GC/MS).

E. Discipline - Means adverse actions taken for just cause against an employee such as suspension without pay, a warning or discharge.

F. Drug - Means a controlled substance as defined by Section 802 (6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

5. CONFORMITY TO LAW

In the event this Agreement is in violation of any applicable law, the parties will negotiate such changes as are necessary to conform this Agreement to such law.

6. OVERSIGHT COMMITTEE

The parties agree to a UAW/General Dynamics Oversight Committee whose function will be to establish a charter, review testing procedures, collection methods, quality assurance, joint lab selections, sanction issues and such other items pertaining to the operation of this Agreement as raised by either party. This Committee will consist of three members chosen by the Union's International Vice President and Director of the General Dynamics Department, and three members chosen by the Company's Corporate Vice President of Human Resources.

MEMORANDUM OF AGREEMENT #31
HOLIDAY SHUTDOWNS

The Company presently intends to exercise its option under Article XIV, Section 4 of the Agreement to continue to have holiday plant closings as follows:

2001-2002

Monday	December 24, 2001	Holiday Pay*
Tuesday	December 25, 2001	Holiday Pay
Wednesday	December 26, 2001	Vacation/Personal/Floating Holiday
Thursday	December 27, 2001	Vacation/Personal/Floating Holiday
Friday	December 28, 2001	Vacation/Personal/Floating Holiday
Monday	December 31, 2001	Vacation/Personal/Floating Holiday
Tuesday	January 1, 2002	Holiday Pay

2002-2003

Tuesday	December 24, 2002	Holiday Pay*
Wednesday	December 25, 2002	Holiday Pay
Thursday	December 26, 2002	Vacation/Personal/Floating Holiday
Friday	December 27, 2002	Vacation/Personal/Floating Holiday
Monday	December 30, 2002	Vacation/Personal/Floating Holiday
Tuesday	December 31, 2002	Vacation/Personal/Floating Holiday
Wednesday	January 1, 2003	Holiday

2003-2004

Wednesday	December 24, 2003	Holiday*
Thursday	December 25, 2003	Holiday
Friday	December 26, 2003	Vacation/Personal/Floating Holiday
Monday	December 29, 2003	Vacation/Personal/Floating Holiday
Tuesday	December 30, 2003	Vacation/Personal/Floating Holiday
Wednesday	December 31, 2003	Vacation/Personal/Floating Holiday
Thursday	January 1, 2004	Holiday
Friday	January 2, 2004	Vacation/Personal/Floating Holiday

2004-2005

Friday	December 24, 2004	Holiday
Monday	December 27, 2004	Holiday*
Tuesday	December 28, 2004	Vacation/Personal/Floating Holiday
Wednesday	December 29, 2004	Vacation/Personal/Floating Holiday
Thursday	December 30, 2004	Vacation/Personal/Floating Holiday
Friday	December 31, 2004	Holiday
*Veteran's Day		

Employees desiring to observe Veteran's Day on November 11 in any year must notify their supervisor one (1) week in advance, and may have that day off and have it charged to remaining entitlement time (vacation and personal) or floating holiday at the employee's option. Alternatively, employees may utilize the flexible work week option (Article VIII, Section 8) in order to observe Veteran's Day. Employees who retire after November 11 in any year but before the commencement of the holiday period shutdown will be paid for the holiday.

Employees exercising the option of floating holidays (Article XIII, Section 4) will be expected to use floating holidays for days during the holiday shutdown not designated for holiday pay. The unpaid shutdown shop order (2852) may not be charged unless an employee has not floated any holidays or has floated an insufficient number of holidays to cover the days not designated for holiday pay.

**MEMORANDUM OF AGREEMENT #32
ENGINEERING & DESIGN WORK CATEGORY
ASSIGNMENTS**

The parties recognize the increased focus on competition in the defense industry. It is essential that the parties work together in discovering new ways to enhance efficiency and productivity in order to maintain and increase Design and Engineering business.

To this end jurisdictional lines between the different work categories of Design (Piping, Mechanical, Structural, Electrical, Arrangement and Ventilation) and Engineering (Piping, Electrical,

Mechanical and Structural) are not in the best interest of either the Union or the Company.

All employees in these seniority groups can be assigned tasks in the various work categories listed above. In addition, employees will be encouraged to use their personal initiative in suggesting new ways to best utilize cross disciplinary skills.

The intent of this memorandum is to authorize and encourage work assignments outside traditional work categories for purposes of productivity and is not limited by workload considerations. Seniority groupings listed in Article XXI will not be affected.

MEMORANDUM OF AGREEMENT #33 CLASSROOM INSTRUCTORS

The Union and the Company mutually agree to the following with respect to Classroom Instructors.

The Company reserves the right to use either salaried or Union represented employees as Classroom Instructors. The intent of this memorandum is to encourage the use of qualified Union represented employees to instruct classes comprised primarily of Union represented employees in subject matter areas in which they possess the requisite expertise (for example, CATIA instruction). The Company will consider an employee's involvement in the *Culture Change Process*, as well as the employee's *subject matter expertise* and professional bearing, when selecting Classroom Instructors. In the event Union represented employees are selected and successfully trained, they will be paid in accordance with the provisions established in Article X, Section 10.

All candidates for Classroom Instructor must successfully complete the Company's instructor training program (or equivalent) as a condition of being assigned classroom instruction duties. The training program will be conducted off Company time, and the trainees will not be compensated for their time in class.

Candidates for Classroom Instructor will be selected by the Company without regard to seniority or any other contract conditions. Assignment of successfully trained candidates to instructional duties will be at the discretion of the Company.

MEMORANDUM OF AGREEMENT #34 ENGINEERING SUPPORT POSITIONS

The Company and the Union agree that a portion of the Engineering Support work as described below and currently being performed by salaried personnel will be recognized as MDA-UAW Local 571 bargaining unit work in the Design functional category.

Engineering Support positions will encompass the population of all non-secretarial, non-supervisory, non-engineering positions within the Innovations, Programs, and Integrated Logistics Support Departments (currently M. Firebaugh, F. Harris, and D. Shipway departments). The Company agrees to transition at least 50% of the current Engineering Support positions/work to the bargaining unit by January 31, 2003. The remaining 50%, or less, may continue to be staffed by salaried employees (regardless of title). The Company agrees that the remaining salary population will consist primarily of Professional/Technical individuals.

The current ratio of Engineers to Engineering Support positions (salary) is 84% to 16%. The Company will attain a ratio of Engineering positions to Engineering Support positions (salary) of 90% to 10% by January 31, 2006. This ratio will be achieved through attrition, hiring and/or transition of additional positions to the bargaining unit.

On a quarterly basis, the company will provide the Union with statistics on the numbers of Engineers, Design I, Design II, Design Specialist, Senior Design Specialist, Design Tech, and non-represented Engineering Support (salary) personnel.

The current collective bargaining agreement will be amended to establish work categories for Engineering Support Work in a new Design Tech Grouping. The following work categories will be added: Design Tech Piping, Mechanical, Structural, Electrical, Ventilation, Arrangement, Design Tech Engineering Support: Piping, Mechanical, Structural, Electrical, System Support, Acoustics, Provisioning, Electronics, Weight Estimating, Instrumentation Services, Metrology, Welding/Quality Equipment, Technical Writing, Test Writing, Technical Writer/Editor, Chem/Metallic Lab, Non-Metallic Lab, Mechanical Test, Engineering Configuration Management, Logistics, Material TechAide, Courseware Development. Additional work categories may be added if the need arises only with the agreement of both parties. Design Tech Piping, Electrical, Structural and Mechanical positions will only be populated upon mutual agreement between Engineering management, Human Resources and the Union as previously agreed in Memorandum of Agreement dated April 26, 1994.

Each of the new or revised work categories will be added to Article X, Section 15 and Article XXI, Section 19 in the functional category (Design) and seniority group (Design I & II). New seniority codes will be established for the new design functional categories. The new Design Tech positions will be merged with the corresponding Design I and II work categories for seniority purposes.

In order to be advanced into the new Design Tech wage category, an employee must be classified as a Senior Design Specialist. Employees will be selected on the basis of demonstrated ability in the area of work where the Design Tech work category is needed. In cases where an employee's demonstrated ability and experience are equal, the senior employee shall be advanced.

On January 2, 2002, ninety-five (95) 1st Step Design Tech positions will be offered to all Senior Design Specialists. If an insufficient number of Senior Design Specialists desire to be advanced to fill all ninety-five (95) positions, any remaining positions will be offered to the most senior Design Specialists. All advancements will be effective on January 6, 2002.

On January 6, 2002, all employees then classified as Design Specialist will be reclassified to Senior Design Specialist. First opportunity for future advancements to Design Tech will be offered to these employees. On January 1, 2006, any of these employees who have not been given the opportunity to advance to Design Tech wage category will then be given the opportunity to do so.

A new wage structure will be added to the Design functional category for the Design Tech Grouping. Progression from pay step to pay step in the new wage structure in the Design Tech Grouping will be at 12-month intervals for the bottom four pay steps and 24 month intervals for the top two pay steps. Employees in the Design Tech Grouping will not receive the Design/Flexibility Premium outlined in Article X, Section 10.G. Progression in these job classifications will be performance based in accordance with Article X, Section 9.B. The wage rates for the Design Tech Grouping are as follows:

Design Tech: Piping, Electrical, Mechanical, Structural, Arrangement, Ventilation	
Design Tech Engineering Support:	\$30.28/hr
Piping, Mechanical, Structural, Electrical,	\$29.20/hr

System Support, Acoustics, Provisioning, Electronics, Weight Estimating, Instrumentation Services, Metrology, Welding/Quality	\$28.12/hr
Equipment, Technical Writing, Test Writing, Technical Writer Editor, Chem/Metallic Lab, Non-Metallic Lab, Mechanical Test,	\$27.04/hr
Engineering Configuration Management,	\$25.96/hr
Logistics, Material Tech Aide, Courseware Development.	\$24.88/hr

The above wage rates will be subject to MDA-UAW contractual General Wage Increases (GWIs).

The Design Tech bargaining unit employees will receive all benefits and entitlements of the Design Functional Category in accordance with the current collective bargaining agreement.

In addition, the following work categories will be added to Design I and II: Provisioning, Technical Writer Editor, Courseware Development. Engineering Configuration Technical Aide will be retitled to Engineering Configuration Management Technical Aide.

The Company agrees to transition the required Engineering Support positions to hourly employees in order to meet the 50% commitment no later than January 31, 2003. In the event this date is not met, affected salary employees will be laid off or moved to other positions within the Company in accordance with Side Letter 107.

Salaried employees presently performing Engineering Support work who desire to transfer to an hourly MDA-UAW bargaining unit position may do so, seniority permitting. Any of these employees who accept a transfer into the bargaining unit will be given a seniority date based on the date of transfer and will continue to perform that work at a rate that most closely corresponds to their current salaried wage rate. In the event that more than one salaried employee transfers into the bargaining unit within the same seniority group on the same date, the employee's continuous service date will determine seniority between those employees.

In the event of a layoff, the Company will have the right to determine which titles will be affected. In determining which Engineering support employees (MDA-UAW represented and salaried) will be laid off, it is understood that the Company will layoff one salaried employee for every MDA-UAW represented employee. Layoff and recall rights and procedures in the MDA-UAW Design Tech work category will be the same as those provided by the current collective bargaining unit agreement.

The performance of Engineering Support work by Non-represented Engineering Support personnel (salaried) will not constitute a violation of Article II of the collective bargaining agreement. This Agreement permits both salaried employees and MDA-UAW represented employees to perform work formerly performed by salaried employees. Represented Engineering Support personnel (hourly) will also be authorized to perform historical MDA-UAW design functions within their respective seniority groups. Salaried employees will not be permitted to perform historical MDA-UAW bargaining unit work.

On the first anniversary of the execution of this Memorandum of Agreement, the parties will meet to discuss implementation of its terms and to make appropriate amendments, if required.

MEMORANDUM OF AGREEMENT #35 MULTI MEDIA ANALYST CLASSIFICATION

The Company and the Union agree that the Multi Media Analyst work currently being performed by salaried personnel will be recognized as MDA-UAW Local 571 bargaining unit work from this day forward. The current collective bargaining agreement will be amended to provide for new job classifications called Multi Media Analyst, Senior Multi Media Analyst and Senior Multi Media Analyst Specialist.

The job classification Multi Media Analyst, Senior Multi Media Analyst and Senior Multi Media Analyst Specialist will be added to Article XXI, Section 19 within the Design Functional Category. Progression from pay step to pay step in the Multi Media Analyst and Senior Multi Media Analyst job classification will be at 12-month intervals. Progression from pay step to pay step in the Senior Multi Media Analyst Specialist job classification will be at 24-month intervals. Progression in these job classifications will be performance based in accordance with Article X, Section 9.B. Employees in this functional category will receive benefits in accordance with the Design Functional Category. Multi Media Analysts will be paid in accordance with Article X, Wage Rates.

The Multi Media Analyst, Senior Multi Media Analyst and Senior Multi Media Analyst Specialist job classifications will be combined into a single Seniority Group. Bargaining unit employees who transfer into these classifications will have their total accumulated seniority in the Multi Media Analyst Seniority Group as provided for in the current collective bargaining agreement.

The two (2) salaried employees presently performing Multi Media Analyst work (affected salaried employees) will be given the opportunity to become members of the MDA-UAW bargaining unit. If either employee accepts a transfer into the bargaining unit, he or she will be given a seniority date based on the date of transfer and will continue to perform that work at a rate that corresponds to their current salaried wage rate. In the event that both salaried employees transfer into the bargaining unit on the same date, the employee's continuous service date will determine seniority.

In the event the affected salaried employees choose not to become members of the MDA-UAW bargaining unit, they may continue to perform the Multi Media Analyst work they have been performing for the duration of their employment, unless they voluntarily seek reclassification to a bargaining unit position or other salaried position within the Company. The performance of the Multi Media Analyst work by the two (2) affected salaried employees will not constitute a violation of Article II of the collective bargaining agreement.

In the event of a layoff, the Company will layoff on a one-for-one ratio between the two (2) affected salaried employees performing the Multi Media Analyst work and the MDA-UAW Multi Media Analyst seniority category. Layoff and recall rights and procedures in the MDA-UAW Multi Media Analyst seniority category will be the same as those provided by the current collective bargaining agreement.

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2002

January							February							March							
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2003

2004

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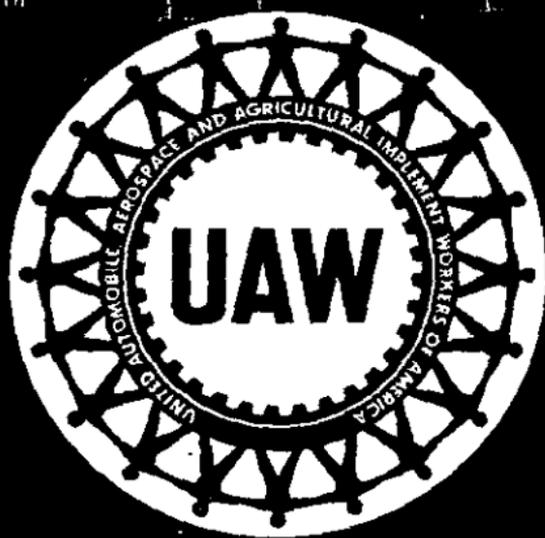
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2005

2006

January							February							March								
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29	30	31					26	27	28	29	30			24	25	26	27	28	29	30		
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