

K # 4129

ees = 1,800

AGREEMENT

Between

11280

IRONWORKERS

SHOPMEN'S
LOCAL 627



BUILD AMERICA'S SHIPS

and

National Steel and Shipbuilding Company

nasco

September 2, 1988 - September 30, 1992

K # 4129

Workers under
master terms = 180

AGREEMENT

between

NATIONAL STEEL AND SHIPBUILDING COMPANY

and

SHOPMEN'S LOCAL 627

of the

INTERNATIONAL ASSOCIATION OF BRIDGE,
STRUCTURAL AND ORNAMENTAL IRON WORKERS

SEPTEMBER 2, 1988 - SEPTEMBER 30, 1992

1
2
3
4 AGREEMENT

5 THIS AGREEMENT, effective as of September 2, 1988, by
6 and between NATIONAL STEEL AND SHIPBUILDING COMPANY,
7 Harbor Drive at 28th Street, San Diego, California
8 92138, its successor or assigns, hereinafter referred
9 to as the "Company", and SHOPMEN'S LOCAL UNION NO. 627
10 of the INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL
11 AND ORNAMENTAL IRON WORKERS (affiliated with APL-CIO),
12 hereinafter referred to as the "Union", as the agent
13 for and acting in behalf of the Company's production
14 employees, as the term "production employees" is
15 defined in Section 1 hereof, WITNESSETH THAT THE
16 PARTIES HAVE AGREED AS FOLLOWS:

17
18 SECTION 1

19
20 BARGAINING UNIT

21
22 (A) This Agreement shall be applicable to all
23 production employees of the Company hereinafter
24 referred to as "Employees" engaged in the fabrication
25 of iron, steel and metal products in or about the
26 Company's plant or plants located at Harbor Drive at
27 28th Street, San Diego, California 92138, and vicinity,
28 and the work done by such production employees. The
29 Company hereby recognizes and confirms the right of its
30 production employees covered by this Agreement to
31 perform all work done by the Company in or about said
32 plant or plants in connection with the fabrication of
33 iron, steel and metal products, and for the duration of
34 this Agreement hereby assigns such work to said
35 production employees solely and to the exclusion of all
36 other unions, crafts, employee groups, and to the
37 exclusion of all other employees of the Company not
38 covered by this Agreement. Production work shall not
39 be performed by supervisors or other persons who are
40 excluded from the bargaining unit as set forth and
41 described in this Section 1, except for the purpose of
42 instructing employees, or demonstrating proper methods
43 and procedure of performing work operations, or in
44 cases of emergency. If a supervisor performs
45 bargaining unit work in violation of this Article, and
46 the employee who would otherwise have performed this
47 work can reasonably be identified, the Company shall
48 pay such employee the applicable hourly wage rate for
49 the time involved. The Company may at any time assign
50 employees in this bargaining unit to work normally
51 performed by employees in other bargaining units, or
52 the Company may assign employees in other bargaining
53 units to work normally performed by employees in this
54 bargaining unit. Employees shall accept such work

1 assignments and shall diligently to the best of their
2 ability, endeavor to perform the work. Should an
3 employee (except an employee classified as a Helper or
4 trainee) be assigned to work of a higher paying
5 classification for more than one (1) hour in a day,
6 the employee will be paid at the higher rate of pay
7 for all time spent performing work of the higher
8 paying classification. However, when an employee is
9 called upon to assist or help other employees in the
10 performance of their work, he/she would not be entitled
11 to a rate change. This Agreement is not intended and
12 shall not be construed to extend to office or clerical
13 employees, draftsmen, engineering employees, watchmen,
14 guardfire inspectors, painters, teamsters, operating
15 engineers, moulder-foundry workers, machinists,
16 electricians, shipwrights, marine loftsmen, waysmen,
17 wood caulkers, supervisors as defined in the Labor
18 Management Relations Act, 1947, as amended, nor to
19 erection, installation or construction work or to
20 employees engaged in such work.

21
22 (B) It is the continuing policy of the Company and the
23 Union that the provisions of the Collective Bargaining
24 Agreement shall be applied to all employees without
25 regard to race, sex, age, color, religious creed,
26 national origin or legitimate Union activities.

27
28
29 SECTION 2

30
31 INTERNATIONAL UNION NOT A PARTY

32
33 The International Association of Bridge,
34 Structural and Ornamental Iron Workers, the parent
35 body of the Union (hereinafter referred to as the
36 "International"), is not a party to this Agreement and
37 assumes no responsibility or liability under this
38 Agreement and similarly shall have no right of redress
39 thereunder against the Company for the breach hereof.
40 However, before this Agreement and any amendments
41 thereto may become binding and effective, the
42 International must approve this Agreement and/or such
43 amendments as to form. Such approval by the
44 International as to form shall not be construed to make
45 the International a party of this Agreement or any
46 amendment thereto or make said International or any of
47 its officers or agents, responsible or liable for any
48 breach of this Agreement or any amendment thereto; and
49 similarly such approval as to form shall not be
50 construed to give the International, or any of its
51 officers or agents, any right to redress against the
52 Company for breach hereof.

1
2
3 SECTION 3

4 UNION RECOGNITION

5 (A) The Company recognizes the Union as the exclusive
6 representative and agent of all of the Company's
7 production employees, as defined in Section 1 hereof,
8 for the purpose of collective bargaining with respect
9 to rates of pay, wages, hours of employment and other
10 conditions of employment.

11
12 (B) It is the intent of the Company to assure the
13 Union of an opportunity to refer applicants for job
14 openings. Therefore, in the hiring of new employees,
15 the Company agrees to notify the Union as far in
16 advance as possible (normally the previous day) of
17 job openings in any classification covered by this
18 Agreement. The Company agrees to consider Union
19 Members together with other applicants and further
20 agrees not to discriminate against Union members
21 presented.

22
23 The Local Union shall establish and maintain an
24 open and non-discriminatory employment list for
25 employment of workers in the work jurisdiction of
26 Ironworkers Local #627.

27
28 (C) All new or rehired employees except recalls from
29 layoff shall be referred to the appropriate Union
30 before starting to work. Employees recalled from
31 layoff must provide a Union referral slip within the
32 first three (3) workdays after they have started to
33 work.

34
35 SECTION 4

36 UNION SECURITY

37
38 (A) Each of the Company's employees included in the
39 bargaining unit described and set forth in Section 1
40 hereof shall, as a condition of employment, be or
41 become a member of the Union not later than the
42 thirty-first (31st) day following the effective date of
43 this Agreement, or not later than the thirty-first
44 (31st) day following the beginning of his or her
45 employment, whichever is the later; and each such
46 employee shall, as a condition of continued employment,
47 remain a member of the Union in good standing to the
48 extent authorized by Section 8 (A) (3) of the Labor-
49 Management Relations Act, 1947, as amended. The
50 Company shall not discriminate against an employee for
51 non-membership in the Union if (A) it has reasonable
52 grounds for believing that such membership was not
53
54

1 available to the employee on the same terms and
2 conditions generally applicable to other members; or
3 if, (B) it has reasonable grounds for believing that
4 membership in the Union was denied or terminated for
5 reasons other than the failure of the employee to
6 tender the periodic dues and initiation and/or
7 reinstatement fee uniformly required as condition of
8 acquiring or retaining membership.

9
10 (B) Upon receipt of a written notice from the Union
11 that an employee has not acquired membership in the
12 Union or has not maintained his or her membership in
13 good standing therein as provided for in Subsection (A)
14 of this Section, the Company shall notify such employee
15 that as a condition of employment he or she must comply
16 with the provision of Subsection (A) above within the
17 next succeeding three (3) workdays; and if, at the end
18 of such three (3) workdays, the employee does not
19 furnish the Company documentary proof of compliance,
20 such employee shall be discharged, and neither the
21 Company nor the Union shall be under any liability to
22 such employee by reason for such discharge.

23
24 (C) The Company shall give each newly hired employee
25 and each employee recalled to work after being laid
26 off, and all salaried employees who return to the
27 bargaining unit, a form showing such employee's
28 classification, his or her straight-time hourly rate
29 and Social Security number. A copy of such form shall
30 be furnished the Chief Shop Steward or other persons
31 designated by the Union prior to the employee's
32 starting to work.

33
34 (D) It shall be the immediate foreman's responsibility
35 to introduce or arrange for the introduction of the
36 Area Shop Steward to any newly hired employees assigned
37 to his or her area.

38
39
40 SECTION 5

41
42 CHECK-OFF OF UNION DUES
43 INITIATION AND/OR REINSTATEMENT FEES

44
45 (A) Upon receipt of an authorization signed by any
46 employee to whom this Agreement is applicable, the
47 Company shall, pursuant to the provisions of such
48 authorization, deduct from such employee's earnings,
49 on the first payday in each month, the amount owed to
50 the Union by each such employee for Union dues;
51 however, should any such employee have no earnings due
52 him or her on the first payday in any month or should
53 such employee's earnings be less than the amount such
54 employee owes the Union for dues, then, in that event,

1 the deduction shall be made from the employee's
2 earnings on the next succeeding payday on which his or
3 her earnings are sufficient to cover the amount of dues
4 owed to the Union by such employee. The Company shall
5 promptly mail to the Financial Secretary of the Union a
6 check made payable to the Union for the amount of dues
7 the Company has withheld during such month, which shall
8 be accompanied by a list, in duplicate, containing the
9 names of the employees and the amount deducted from
10 each such employee's earnings. Upon receipt of such
11 check and list, said Financial Secretary of the Union
12 shall sign one copy of such list, acknowledging
13 receipt thereof, and promptly return such signed list
14 to the Company.

15
16 (B) As of the effective date of this Agreement, the
17 Union dues shall be that amount as prescribed by the
18 Local Union. Such dues shall not be changed except in
19 accordance with the applicable provisions of the
20 International Constitution and/or By-Laws of the Union
21 and, in such event, the Financial Secretary of the
22 Union shall notify the Company, in writing, and the
23 amount of monthly dues as so changed shall thereafter,
24 pursuant to the provisions of the authorization
25 referred to in Subsection (A), be deducted by the
26 Company from each such employee's earnings. The
27 aforementioned authorization directing the Company to
28 make the deductions as hereinabove provided for, when
29 signed by an employee, shall be irrevocable for the
30 duration of this Agreement or for a period of one (1)
31 year, whichever date occurs first; and in the event any
32 such employee desires to revoke such authorization on
33 either of such dates, written notice thereof shall be
34 given by such employees to the Company in accordance
35 with the applicable provisions of such authorization,
36 and the Company agrees to furnish the Union a copy of
37 such notice.

38
39 (C) Upon receipt of an authorization signed by any
40 employee, to whom this Agreement is applicable, the
41 Company shall withhold from such employee's earnings
42 the amount specified therein for payment of Initiation
43 and/or Reinstatement Fee. Such amount specified in
44 such authorization shall be withheld from the earnings
45 of such employee in accordance with the provisions of
46 such authorization and shall be transmitted to the
47 Financial Secretary of the Union in the same manner as
48 prescribed in Subsection (A) above with respect to
49 Union dues which are withheld by the Company; and when
50 the full amount of such fee has been withheld from such
51 employee's earnings and transmitted to the Union, such
52 authorization shall be null and void and shall
53 thereafter have no further force or effect.

1 (D) The provisions of the "Authorizations" provided
2 for in this Section are mutually acceptable to the
3 Company and the Union, and one (1) copy of each such
4 authorization is attached hereto as a matter of
5 reference.
6

7 (E) It is recognized that the provisions of this
8 Section are incorporated in this Agreement for the
9 convenience of the employees, to whom this Agreement
10 is applicable, who desire that their Initiation or
11 Reinstatement Fee and their monthly Union Dues be
12 deducted from their earnings, and it is therefore
13 specifically understood and agreed that it shall not be
14 mandatory that an employee sign either of the
15 authorizations provided for in this Section. However,
16 when either of such authorizations is signed by an
17 employee, the provisions contained therein shall remain
18 in full force and effect in accordance with the terms
19 of such authorization; and it is further recognized
20 that each such authorization specifically provides that
21 neither the Company nor the Union shall be under any
22 liability to the employee signatory to such
23 authorization or authorizations with respect to the
24 deductions provided for therein, nor shall the Company
25 be under any liability to the Union with respect to
26 complying with the provisions of such authorization or
27 authorizations. Furthermore, the Union hereby agrees
28 that upon receipt of proper proof, it will refund to
29 the Company any Union Dues, Initiation and/or
30 Reinstatement Fees erroneously or illegally withheld
31 from an employee's earnings by the Company which have
32 been transmitted by the Company to the Union.
33

34 SECTION 6

35 MANAGEMENT PREROGATIVES - SHOP RULES

36
37
38 (A) The management of the Company's plant and the
39 direction of its working forces, including the right to
40 establish new jobs, abolish or change existing jobs,
41 increase or decrease the number of jobs, change
42 materials, processes, products, equipment and
43 operations shall be vested exclusively in the Company.
44 Subject to the provisions of this Agreement, the
45 Company shall have the right to schedule and assign
46 work to be performed and the right to hire or re-hire
47 employees, promote, recall employees who are laid off,
48 demote, suspend, discipline or discharge for proper
49 cause, transfer or lay off employees because of lack of
50 work or other legitimate reasons, it being understood,
51 however, the Company shall not discipline or discharge
52 any employee except for proper cause.

1 (B) The Company shall have the right to establish,
2 maintain and enforce reasonable rules and regulations
3 to assure orderly plant operations, it being understood
4 and agreed that such rules and regulations shall not be
5 inconsistent or in conflict with the provisions of this
6 Agreement. The Company shall post on its bulletin
7 boards and furnish the Union with a written or printed
8 copy of all such rules and regulations and all changes
9 therein, and copies of all such rules and regulations
10 shall be available at the Personnel or Labor Relations
11 offices. Changes in existing rules and regulations,
12 as well as new rules and regulations promulgated by the
13 Company, shall not become effective until ten (10)
14 regular work days after copies thereof have been
15 furnished to the Union and posted on the Company's
16 bulletin boards.

17
18 (C) It is further understood and agreed that should an
19 employee be given a written reprimand for violation of
20 an established rule, as provided for in Subsection (B)
21 of this Section, two (2) copies of such reprimand shall
22 be given to the employee who may give a copy to the
23 Area Shop Steward if he so desires.

24
25 Whenever an employee or designated representative
26 with notarized written consent or written consent
27 containing a verifiable signature of the employee
28 requests access to the employee's personnel records,
29 the Company shall provide copies upon request in
30 accordance with applicable state and federal laws and
31 regulations.

32
33 (D) All subcontracting by the Company of work covered
34 by this Agreement must be to a subcontractor, who shall
35 pay to their employees, working at NASSCO, wages and
36 fringes, the combined cost of which shall be at least
37 equal to the combined cost of the Company's current
38 wages and fringes. The Company shall require each of
39 the subcontractors to provide the Company with all
40 current and certified payroll data reflecting wage
41 rates and fringes actually paid by such subcontractors
42 to employees performing work at locations covered by
43 this Agreement. That certified payroll data will be
44 made available upon request to the Unions having
45 jurisdiction over the work being performed.

46
47 (E) Subcontracting of work that has not previously
48 regularly been performed by the Company or work that
49 requires manpower, skills, equipment, tools, or
50 licenses the Company does not then have, and
51 incidental work performed by a subcontractor as part of
52 a subcontract in order to provide a guarantee of the
53 subcontracted work, shall not be subject to the
54 restrictions of Paragraph D above.

1 (F) Nothing contained in Section 6 D or 6 E shall be
2 construed to apply to any work performed for the
3 Company by any contractor at work locations not covered
4 by this labor agreement.

5
6 (G) If, at any time, a subcontractor to whom the equal
7 pay and benefits provision is applicable, is proven to
8 have breached its agreement to pay wages and fringe
9 benefits at least equal to those called for by this
10 Agreement for the work being performed by the
11 subcontractor the Company will withhold from
12 subcontract payments an amount equal to the difference
13 between the subcontractor's costs of performing the
14 subcontract absent the breach and his costs with the
15 breach, as an agreed remedy for the damage to
16 Company's industrial relations. The remedy will be
17 disbursed to a Union Taft-Hartley Trust, or by another
18 method mutually agreed upon by the two parties. In
19 the event subcontract payments remaining at the time
20 of discovery are insufficient to satisfy said remedy,
21 Company will use reasonable efforts to recover the
22 insufficiency and will not award any additional
23 subcontracts to the offending vendor until any
24 insufficiency is paid. Upon any second breach by the
25 same subcontractor within any three-year period, that
26 subcontractor will be prevented from subcontracting
27 with Company for a period of two years from the date
28 of the second breach. The Company is also willing to
29 require subcontractors to whom the equal pay and
30 benefit requirement is applicable to provide the
31 Company with information on rates of pay and benefits
32 for employees who will be performing work at NASSCO
33 prior to starting the work (This would not apply to
34 short term emergency work.) This same pay and
35 benefits information shall be made available to the
36 affected Union(s) at the same time.

37
38 If the Unions have a reasonable belief that a
39 contractor is not paying employees appropriate rates of
40 pay and benefits, the Company will require the
41 subcontractor to allow the Company's internal auditing
42 department to conduct periodic audits of the payroll
43 records for employees working at NASSCO. Such audits
44 shall be conducted and reported to the affected
45 Union(s) as soon as possible.

46
47 (H) The Company agrees that when subcontracting
48 bargaining unit work that will result in the layoff of
49 employees, who could perform the work; or will be
50 performed while employees who could perform the work
51 are on layoff, the equal wage and benefit restriction
52 found in Section 6(D) above will be applicable.

1 (I) It is not the intent of the Company to exclude
2 local qualified union contractors from an opportunity
3 to compete for work on shipyard facilities
4 construction. The Unions are invited to present the
5 Company with lists of construction trade contractors
6 who perform the type of work that is applicable to
7 facilities construction in the shipbuilding and repair
8 industry. This list will be presented to the
9 appropriate Company department head for consideration
10 when they solicit bids for such work.
11
12

13 SECTION 7

14
15 HOURS OF WORK
16
17
18

19 (A) This section is intended only to set forth the
20 normal hours of work and shall not be construed as a
21 guarantee of hours of work per day or per week. This
22 section shall not be considered as any basis for the
23 calculation of overtime, premium pay or reporting pay.
24

25 (B) Eight (8) consecutive hours of work exclusive of a
26 one-half (1/2) hour unpaid lunch period shall
27 constitute a normal day's work. Forty (40) hours Monday
28 through Friday shall constitute a normal work week.
29

30 (C) Multiple shifts may be worked at the discretion of
31 the Company. The work schedule which fixes the daily
32 or weekly work period shall be established by the
33 Company in accordance with its requirements.
34

35 Shifts shall be identified in accordance with the
36 following:
37

38 (1) The day shifts will be worked between the
39 hours of 6:00 a.m. and 5:00 p.m.
40

41 (2) The second shifts will be worked between the
42 hours of 2:30 p.m. and 12:30 a.m.
43

44 (3) The third shift shall be worked between the
45 hours of 10:00 p.m. and 8:00 a.m.
46

47 (4) Shift arrangements other than those provided
48 herein may be made by mutual agreement between the
49 Company and the Union.

1 (D) When an employee is required to and does perform
2 more than four (4) hours of work after the quitting
3 time of the shift to which the employee is assigned,
4 such employee shall be granted a thirty (30) minute
5 lunch period at the end of such four (4) hours and
6 shall be granted a thirty (30) minute lunch period
7 after every four (4) hours of work thereafter. During
8 such lunch periods the employee shall be paid the
9 applicable rate of pay therefor.

10
11 When an employee is required to report for work
12 four (4) hours or more before the start of his or her
13 regular shift, and continues to work into his or her
14 regular shift, a 15-minute meal period on Company time
15 will begin 15 minutes before the start of the employees
16 regularly scheduled shift.

17
18 (E) Neither the provisions of this Section nor the
19 provisions of the succeeding Section of this Agreement
20 are intended nor shall same be construed
21 as preventing overtime work nor requiring the Company
22 to perform overtime work; however, the Company agrees
23 that when overtime work is to be performed, there shall
24 be no discrimination in the assignment of overtime work
25 and the provisions of Subsection (F) below shall be
26 applied in connection with all assignments of overtime
27 work.

28
29 (F)

30
31 (1) Insofar as practicable all overtime work
32 shall be allocated on an equitable basis among the
33 employees within each classification who are
34 assigned to the work operation which is to be
35 performed during overtime hours. If less
36 than a full crew is scheduled for such overtime,
37 qualified employees assigned to the work operation
38 whose overtime hours are less than the average for
39 their classification shall be afforded the first
40 opportunity for such overtime work. If additional
41 employees are required after the above procedure
42 is followed, they shall be chosen from among
43 qualified employees whose overtime hours are below
44 the average for their classification.

45
46 In applying the terms of this subsection,
47 employees with the greater seniority shall be
48 given preference when the number of overtime hours
49 shown on the IBM run are equal. This shall apply
50 to New Construction and Repair.

1 (2) Overtime records will be maintained on a
2 daily basis, with overtime worked or charged being
3 recorded on the employee's timecard. The Company
4 will compile the data necessary to prepare weekly
5 listings for distribution to the appropriate plant
6 supervision with two (2) copies of the listing
7 furnished to the Union. The listing will include
8 the employee's name, badge number, classification,
9 seniority date, shift, and the number of overtime
10 hours paid, refused, and assessed.

11
12 Separate overtime records will be maintained
13 for each shift. This document shall be the basis
14 for overtime distribution within each
15 classification as provided for in this Section.

16
17 (3) Overtime hours will be charged on the basis
18 of hours paid (an employee who works four (4)
19 hours at the double time rate for instance would
20 be charged eight (8) hours). Employees who refuse
21 overtime will be charged on the same basis for the
22 overtime hours he or she could have worked. New
23 employees will be charged the average number of
24 overtime hours for his or her classification. An
25 employee who is recalled from layoff or who has
26 been absent for any reason in excess of 30
27 calendar days, will assume either the average
28 number of hours for his or her classification or
29 their actual hours, whichever is higher.

30
31 (G) Acceptance or rejection of overtime work shall
32 be voluntary on the part of each individual employee
33 except overtime work involving ship launchings and/or
34 sea trials. If a sufficient number of qualified
35 volunteers are not available for: ship movements
36 within the yard or between the yard and navy
37 facilities, drydocking and undocking, time in drydock
38 when required by repair contracts, time in drydock when
39 redocking is necessary in new construction or
40 conversion not to exceed two weeks, and during L.O.E.
41 periods, and the twenty-one (21) calendar day period
42 immediately preceding a scheduled launching, sea
43 trial, docking, undocking, ship movement, or delivery
44 of a vessel, the Company may schedule the necessary
45 number of junior qualified employees. When individuals
46 voluntarily accept overtime work, they shall be
47 expected and required to work the overtime. For the
48 purposes of this section, the 21 calendar day period
49 will commence when the employee is first informed that
50 pursuant to this section, he is required to work
51 overtime. The parties agree that no employee will be
52 required to work back-to-back 21 day periods of
53 overtime. There shall be no concerted action to refuse

1 overtime work. In the event it is determined that such
2 action exists, the Company shall have the right to
3 require the employees involved to work the overtime in
4 question subject to the grievance and arbitration
5 procedures hereinafter set forth in this agreement.
6

7 (H) The Company will cooperate with the Union in
8 regard to excusing employees for attending the monthly
9 general membership meeting when scheduled during an
10 employee's scheduled work day under the following
11 conditions:

12
13 (1) Officers and Stewards of the Union shall be
14 excused upon request, provided such request is
15 made one day in advance.
16

17 (2) Other employees will be excused when, in the
18 opinion of the applicable supervisor, the work in
19 progress will not be adversely affected and the
20 employee requests such time off one work day prior
21 to the meeting.
22

23 (3) Employees excused will return to work
24 promptly from the meeting, as agreed to between
25 the supervisor and employee.
26

27 (4) The Union will verify the employees'
28 attendance at the meeting by providing the Company
29 with a list of the employees who attended the
30 meeting during their regularly scheduled work
31 hours.
32

33 (5) Employees excused in accordance with the
34 provisions of this subsection shall not be con-
35 sidered absent from work.
36
37

38 SECTION 8

39 OVERTIME PAY

40
41
42 (A) All time worked Monday through Friday, in excess
43 of eight (8) hours, shall be paid for at one and
44 one-half (1 1/2) times the regular rate of pay for the
45 first two (2) hours per day, double time thereafter.
46

47 (B) All work done by an employee on Saturday shall be
48 paid for at the rate of one and one-half times such
49 employee's current regular straight-time hourly rate
50 for the first eight (8) hours and two times such
51 employee's regular straight-time hourly rate
52 thereafter; however, employees assigned to the second
53 and third shifts, if any, for the preceding Friday

1 shall complete such shift(s) on Saturday morning at
2 such employee's applicable rate for the preceding
3 Friday.

4
5 (C) All work done by an employee on Sunday shall be
6 paid for at double such employee's current regular
7 straight-time hourly rate; however, employees assigned
8 to the second and third shifts, if any, for the
9 preceding Saturday shall complete such shift(s) on
10 Sunday morning at the rate applicable for the preceding
11 Saturday.

12
13 (D) All work done by an employee on any recognized
14 holiday specified in the succeeding Section, or day
15 observed as such, shall be paid for at double such
16 employee's current regular straight-time hourly rate;
17 however, employees assigned to the second and third
18 shift(s), if any, for the preceding day shall complete
19 such shift(s) on the morning of such holiday at the
20 rate applicable for the preceding day.

21
22 (E) When three (3) or more employees are assigned
23 to perform overtime work in any area, as defined in
24 Section 19(A), and no regularly appointed Area Shop
25 Steward is present, such employees may select one of
26 their number to act as Area Shop Steward.

27
28 (F) Employees who would be scheduled to work overtime,
29 and who are prevented from working overtime because
30 they are transacting authorized union business, will
31 not be charged for such overtime. It is the
32 responsibility of the Union Representative to request
33 relief from such overtime charges to the appropriate
34 supervisor who shall verify with the Industrial
35 Relations Department that the Union business is
36 authorized.

37
38 (G) Regular employees shifted from regular shift for
39 less than five (5) days shall be paid the first and
40 last shift at applicable overtime rates.

41
42
43 SECTION 9

44 RECOGNIZED HOLIDAYS - "HOLIDAY PAY"

45
46
47 (A) For the purpose of this Agreement, the following
48 shall be recognized as holidays: New Years Day, Good
49 Friday, Memorial Day, (to be observed the fourth Monday
50 in May), Independence Day, Labor Day, Thanksgiving Day,
51 the day immediately following Thanksgiving Day,
52 Christmas Eve Day, Christmas Day and New Years Eve Day,
53 or the days observed as such. Should any of the

1 foregoing holidays occur on Sunday, the following
2 Monday instead of such Sunday shall be recognized and
3 observed as the holiday in question. Should a holiday
4 fall on Saturday, the preceding Friday shall be
5 observed. No work shall be done on Labor Day except
6 where absolutely necessary to avoid hazard to life or
7 property.

8
9 (B) Subject to the provisions of Subsection (C) of
10 this Section, each employee shall be paid eight (8)
11 hours "Holiday Pay" at his or her regular straight-
12 time hourly rate for each of the holidays enumerated
13 and set forth in Subsection (A) of this Section, or
14 days observed as such, although not worked, including a
15 holiday that occurs or is observed on Saturday. All
16 work done on each of the holidays enumerated and set
17 forth in Subsection (A) of this Section, or days
18 observed as such, shall be paid for at the rate of
19 double time, which shall be in addition to "Holiday
20 Pay" as provided for in this Subsection (B) subject to
21 the provisions of Subsection (C) below. Any employee
22 who accepts an assignment to work and does report for
23 work on any holiday enumerated in Subsection (A) of
24 this Section, or day observed as such, shall be pro-
25 vided a minimum of at least four (4) hours work with
26 pay therefor as provided for in this Section.
27 However, in the event the employee voluntarily and of
28 his or her own accord fails to work such four (4) hours
29 on such day, he or she shall be paid for only the hours
30 actually worked at the rate of double time, which shall
31 be in addition to "Holiday Pay" which such employee is
32 entitled to in accordance with the provisions of this
33 Section. Any employee entitled to "Holiday Pay" for
34 any of the holidays enumerated in Subsection (A) of
35 this Section, or days observed as such, which occur or
36 are observed during the vacation period of such
37 employee shall be paid for in addition to such
38 employee's vacation pay.

39
40 (C) In order to be eligible to receive "Holiday Pay"
41 for any of the above-mentioned holidays, or days
42 observed as such, as provided for in Subsection (B)
43 above, an employee must have been employed by the
44 Company an aggregate total of sixty (60) calendar days
45 or more prior to the occurrence or observance of the
46 holiday in question, and such employee must have worked
47 for the Company on the last regular work day
48 immediately preceding and on the first regular work day
49 immediately following the holiday in question, unless
50 failure to perform work for the Company on such day, or
51 days, was due to absence because of being on paid
52 vacation, as hereinafter provided for in this Agreement.
53 Employees on jury duty, subpoenaed witnesses in court,

1 those taking military physical examinations, and those
2 in jail due to false arrest, shall qualify as working
3 the day before and the day after such holiday. Proof
4 of absence for above reasons will be required by the
5 Company. Employees absent because of confirmed illness
6 or injury that occurred or commenced on the holiday,
7 the day immediately following the holiday, or during
8 the ten (10) calendar days immediately preceding the
9 holiday, or because of layoff by the Company that
10 commenced not more than seven (7) calendar days next
11 preceding the holiday in question, or because of death
12 in the immediate family (mother, father, spouse,
13 children, brother, sister, grandparents, in-laws, and
14 grand-children) or for similar good cause authorized,
15 directed or approved by the Company, shall be paid for
16 such holiday. Employees on an approved leave of
17 absence which does not exceed thirty (30) calendar days
18 shall qualify for holiday pay for any holiday(s)
19 falling within the leave of absence provided such
20 employee returns from the leave of absence and resumes
21 as an active employee. No employee shall be required
22 to work on a holiday, or day observed as such, but any
23 employee who has accepted an assignment to work on a
24 holiday and then fails to report for and perform such
25 work, without reasonable cause, shall not receive pay
26 for such holiday.

27
28
29 SECTION 10

30 CLASSIFICATIONS - WORK ASSIGNMENTS -

31 RATES OF PAY

32
33
34
35 (A) Each employee shall be classified in the herein-
36 after mentioned classification which covers the work
37 operation he or she performs for the Company.
38 Effective 9/2/88, the current hourly rate of each
39 employee to whom this Agreement is applicable shall be
40 adjusted, so that each such employee shall be paid not
41 less than the minimum wage rate hereinafter set forth
42 in Column "A" which is applicable to the classification
43 in which he or she is included or classified.
44 Effective as of 10/1/90, the current hourly rate of
45 each employee to whom this Agreement is applicable
46 shall be increased at least twenty five cents (25¢) per
47 hour provided, however, each such employee shall be
48 paid not less than the minimum wage rate hereinafter
49 set forth in Column "B" which is applicable to the
50 classification in which he or she is included or
51 classified. Effective as of 10/1/91, the current
52 hourly rate of each employee to whom this Agreement is

1 applicable shall be increased at least twenty five
2 cents (25¢) per hour provided, however, each such
3 employee shall be paid not less than the minimum wage
4 rate hereinafter set forth in Column "C" which is
5 applicable to the classification in which he or she is
6 included or classified.

7
8 (B) All new hires except employees hired as trainees
9 and those classifications exempt from this provision
10 (i.e. Those classifications in wage group 6, 7, 8 and
11 9) will have a starting rate \$2.00 per hour below the
12 rate of pay provided for in the collective bargaining
13 agreement for the classification into which they are
14 hired.

15
16 Such employees will receive pay adjustments as
17 follows:

- 18
19 1. Fifty cent (50¢) increase at the end of
20 960 hours paid.
- 21
22 2. Fifty cent (50¢) increase at the end of
23 1920 hours paid.
- 24
25 3. Fifty cent (50¢) increase at the end of
26 2880 hours paid.
- 27
28 4. Fifty cent (50¢) increase at the end of
29 3840 hours paid.

30
31 Employees hired at the reduced hiring rate will
32 receive any general wage increase that occurs after
33 their date of hire.

CLASSIFICATIONCOL. *A**

WAGE GROUP 1

\$11.90

Layout Man - Pipe Spooling
Layout Man - Sheetmetal Sketch
7 Shipbuilder
8 Template Maker

9

10

11 WAGE GROUP 2

\$11.65

12

13 Pipe Welder
14 Layout Man W&O
15 Code Welder

16

17

18 WAGE GROUP 3

\$11.40

19

20 Shipfitter
21 Sheetmetal Fitter
22 Layout Man-Other S/M
23 Welding Maintenance Person
24 Layout Man- P&S
25 Welder

26

27

28 WAGE GROUP 4

\$10.90

29

30 Burner CM Operator

31

32

33 WAGE GROUP 5

\$10.65

34

35 Rigger
36 Tank Tester
37 Machine Operator A
38 Crane Operator DT
39 Burner
40 Blacksmith

41

42

43

44

45

46

47

48

49

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51

52

53 *Rates to be adjusted in accordance with the cost
54 of living formula as stated in Section 10 (H).

1	<u>CLASSIFICATION</u>	COL. "A"
2		
3	WAGE GROUP 6	\$ 9.40
4		
5	Chipper	
6	Acid Tank Man	
7	Machine Operator B	
8		
9		
10	WAGE GROUP 7	\$ 8.40
11		
12	Galvanizer	
13		
14		
15	WAGE GROUP 8	\$ 7.40
16		
17	Material Chaser	
18		
19		
20	WAGE GROUP 9	\$ 5.64
21		
22	Helper (50% of New Hire	
23	<u>Shipfitter rate)</u>	
24	(Allowed to tack and burn	
25	<u>including pipe fabrication</u>	
26	<u>and installation. Employees</u>	
27	<u>in this classification will</u>	
28	<u>be expected to perform any</u>	
29	<u>work to which they are</u>	
30	<u>assigned and are qualified</u>	
31	<u>to perform. Duties include,</u>	
32	<u>but are not limited to: fire</u>	
33	<u>watch, clean up, assisting</u>	
34	<u>journeymen in the performance</u>	
35	<u>of their work, unskilled labor,</u>	
36	<u>etc.)</u>	
37		
38		
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41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53	*Rates to be adjusted in accordance with the cost	
54	of living formula as stated in Section 10 (H).	

1	<u>CLASSIFICATION</u>	<u>COL. "B"</u>
2		
3	WAGE GROUP 1	\$12.15
4		
5	Layout Man - Pipe Spooling	
6	Layout Man - Sheetmetal Sketch	
7	Shipbuilder	
8	Template Maker	
9		
10		
11	WAGE GROUP 2	\$11.90
12		
13	Pipe Welder	
14	Layout Man W&O	
15	Code Welder	
16		
17		
18	WAGE GROUP 3	\$11.65
19		
20	Shipfitter	
21	Sheetmetal Fitter	
22	Layout Man-Other S/M	
23	Welding Maintenance Person	
24	Layout Man- P&S	
25	Welder	
26		
27		
28	WAGE GROUP 4	\$11.15
29		
30	Burner CM Operator	
31		
32		
33	WAGE GROUP 5	\$10.90
34		
35	Rigger	
36	Tank Tester	
37	Machine Operator A	
38	Crane Operator DT	
39	Burner	
40	Blacksmith	
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53	*Rates to be adjusted in accordance with the cost	
54	of living formula as stated in Section 10 (H).	

<u>CLASSIFICATION</u>	<u>COL. "B"</u>
WAGE GROUP 6	\$ 9.65
Chipper Acid Tank Man Machine Operator B	
WAGE GROUP 7	\$ 8.65
Galvanizer	
WAGE GROUP 8	\$ 7.65
Material Chaser	
WAGE GROUP 9	\$ 5.79
Helper (60% of New Hire Shipfitter rate) (Allowed to tack and burn including pipe fabrication and installation. Employees in this classification will be expected to perform any work to which they are assigned and are qualified to perform. Duties include, but are not limited to: fire watch, clean up, assisting journeymen in the performance of their work, unskilled labor, etc.)	
*Rates to be adjusted in accordance with the cost of living formula as stated in Section 10 (H).	

1	<u>CLASSIFICATION</u>	<u>COL. "C"</u>
2		
3	WAGE GROUP 1	\$12.40
4		
5	Layout Man - Pipe Spooling	
6	Layout Man - Sheetmetal Sketch	
7	Shipbuilder	
8	Template Maker	
9		
10		
11	WAGE GROUP 2	\$12.15
12		
13	Pipe Welder	
14	Layout Man W&O	
15	Code Welder	
16		
17		
18	WAGE GROUP 3	\$11.90
19		
20	Shipfitter	
21	Sheetmetal Fitter	
22	Layout Man-Other S/M	
23	Welding Maintenance Person	
24	Layout Man- P&S	
25	Welder	
26		
27		
28	WAGE GROUP 4	\$11.40
29		
30	Burner CM Operator	
31		
32		
33	WAGE GROUP 5	\$11.15
34		
35	Rigger	
36	Tank Tester	
37	Machine Operator A	
38	Crane Operator DT	
39	Burner	
40	Blacksmith	
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53	*Rates to be adjusted in accordance with the cost	
54	of living formula as stated in Section 10 (H).	

<u>1 CLASSIFICATION</u>	<u>COL. "C"</u>
2	
3 WAGE GROUP 6	\$ 9,90
4	
5 Chipper	
6 Acid Tank Man	
7 Machine Operator B	
8	
9	
10 WAGE GROUP 7	\$ 8,90
11	
12 Galvanizer	
13	
14	
15 WAGE GROUP 8	\$ 7,90
16	
17 Material Chaser	
18	
19	
20 WAGE GROUP 9	\$ 5,94
21	

22 Helper (60% of New Hire
 23 Shipfitter rate)
 24 (Allowed to tack and burn
 25 including pipe fabrication
 26 and installation. Employees
 27 in this classification will
 28 be expected to perform any
 29 work to which they are
 30 assigned and are qualified
 31 to perform. Duties include,
 32 but are not limited to: fire
 33 watch, clean up, assisting
 34 journeymen in the performance
 35 of their work, unskilled labor,
 36 etc.)

37
 38 Any employee doing lead burning shall be paid a
 39 forty cents (40¢) premium above his or her rate. The
 40 Company is to obtain only volunteers for lead burning
 41 on assign-up sheet in advance. An employee may remove his
 42 or her name at any time prior to a lead burning assign-
 43 ment. It is understood that no employee shall be com-
 44 pelled to do lead burning unless he or she has earlier
 45 volunteered. It is further understood that the Company
 46 can at anytime subcontract lead burning.

47
 48
 49
 50
 51
 52
 53 *Rates to be adjusted in accordance with the cost
 54 of living formula as stated in Section 10 (H).

1 Once an employee has been trained and assigned to
2 Lead Burning, he or she shall not be eligible to
3 transfer from Lead Burning for at least one year. If
4 any employee wishes to transfer from Lead Burning, such
5 employee shall give at least three (3) months advance
6 notice of such desire, however, in no event will more
7 than 10% of the total number of employees engaged in
8 Lead Burning be permitted to be transferred out of the
9 Lead Burning assignment in any one month.

10

11 Any employee welding or burning on zinc, brass, or
12 bronze shall be paid at the rate of twenty-five cents
13 (25¢) per hour over and above his or her prevailing
14 rate while performing such welding or burning.

1 Any employee engaged in sil-brazing shall be paid
2 at the rate of twenty-five cents (25¢) per hour over
3 and above his or her prevailing rate while performing
4 such sil-brazing.

5
6 Any employee engaged in using Plasmarc Torch shall
7 be paid the rate of twenty-five cents (25¢) per hour
8 premium over the prevailing rate of the Burner classi-
9 fication as set forth in Wage Group 6 while performing
10 such work.

11
12 A premium of twenty-five cents (25¢) per hour
13 above the employee's regular rate of pay shall be added
14 for each hour engaged in performing air arcing.

15
16 A premium of forty cents (40¢) per hour above the
17 Code Welder rate of pay shall be added for each hour
18 engaged in performing welding on nuclear systems.

19
20 A premium of twenty-five cents (25¢) per hour
21 shall be added for all hours worked while engaged in
22 forming hot steel after it has been removed from the
23 furnace in the Blacksmith Shop.

24
25 Any employee performing pressure welding over 600
26 P.S.I. operating pressure shall be paid at the rate of
27 twenty-five cents (25¢) per hour over and above his or
28 her prevailing rate while performing such welding.

29
30 Any employee required to be sealed in a tank for
31 testing purposes shall be paid at the rate of twenty-
32 five cents (25¢) per hour over and above his or her
33 prevailing rate while sealed in such tank.

34
35 A tool allowance of five cents (5¢) per hour
36 worked will be paid for the following classifications:
37 Fitter/Sheetmetal, Template Maker, and Pipe Welder.

38
39 A tool allowance of three cents (3¢) per hour
40 worked will be paid for the following classifications:
41 Layout Man Sheetmetal, Layout Man Spooling, Layout Man
42 (S/M) Sketcher, Fitter/Ship, Fitter Helper, Shipbuilder,
43 Welder, Code Welder, and Layout Man P&S, W&O.

44
45 A tool allowance of one cent (1¢) per hour worked
46 will be paid to helpers that are required to have
47 tools.

48
49 Leadmen shall not be paid less than forty cents
50 (40¢) per hour more than the highest paid classification
51 (as shown in the wage grouping) they are supervising.

1 Working Foremen shall not be paid less than sixty-
2 five cents (65¢) per hour more than the highest paid
3 classification, (as shown in the wage grouping) they are
4 supervising.

5
6 The Company shall have sole discretion in the
7 selection and downgrading of leadmen and working
8 foremen.

9
10 (C) The minimum rate of pay for employees working on
11 the second shift shall be at least fifty-five cents
12 (55¢) per hour above the regular hourly rate and the
13 minimum rate of pay for employees working on the third
14 shift shall be at least seventy-five (75¢) per hour
15 above the regular hourly rate. The above differential
16 shall be included in holiday pay, reporting pay and
17 vacation pay.

18
19 (D) It is understood and agreed that any change of an
20 employee's classification shall be made in writing by
21 the Company on an appropriate form, which shall be
22 signed by a representative of the Company, and a copy
23 thereof shall be given to the employee involved, a copy
24 to the Area Shop Steward, and a copy to the Union.

25
26 (E) The Company may, at any time, temporarily assign
27 employees to a class of work or work operation other
28 than that on which they are normally employed;
29 provided, however, that any employee so temporarily
30 assigned to a class of work or work operation for which
31 the minimum wage rate herein specified is higher than
32 his or her regular straight-time hourly rate shall be
33 paid not less than the minimum wage rate herein
34 specified for such class of work or work operation for
35 all time worked on such assignments. All such
36 assignments for a period in excess of five (5) work
37 days shall be made in accordance with the provisions of
38 Section 17 of this Agreement. Any employee temporarily
39 assigned to a class of work or work operation for which
40 the minimum wage rate herein specified is lower than
41 his or her regular wage rate shall, while engaged in
42 such work, be paid his or her regular wage rate.
43 Employees so assigned will not be disciplined or laid
44 off for their inability to perform such work outside
45 their classification. It is further understood that
46 such temporary work assignments will not qualify an
47 employee for bumping rights into another
48 classification.

1 (F) The wage scales herein established shall be con-
2 sidered as minimum scales only, and their establishment
3 shall not prevent the payment or withdrawal of merit
4 increases to any employee at the discretion of the
5 Company, it being understood that no employee shall be
6 deprived of any negotiated wage increase by reason of
7 the fact that he or she is currently receiving premium
8 pay.
9

10 (G) Should the Company undertake new or different work
11 operations not covered by the above classifications, or
12 should the Company undertake work operations for which
13 such classifications are not applicable, then, in
14 either event, classifications for such work operations
15 and minimum wage rates therefor shall be established
16 through prompt negotiations between the Company and the
17 Union; and when such classifications and minimum wage
18 rates have been determined (it being understood such
19 determination shall be made within thirty (30) days
20 after the commencement of such work operations), the
21 provisions thereof shall become effective as of the
22 time such work operations commence, or retroactive
23 thereto. The Company shall notify the Union in advance
24 of any work operation that is to be started for which
25 the classifications set forth herein are not
26 applicable.
27

28 (H) Cost of living.

29

30 (I) For the purposes of this article:

31

32 a. "Consumer Price Index" refers to the
33 Consumer Price Index for Urban Wage
34 Earners and Clerical Workers (R) publish-
35 ed by the Bureau of Labor Statistics,
36 U.S. Department of Labor (1967 = 100),
37 U.S. city average, all items.
38

39 b. "Consumer Price Index Base" refers
40 to the Consumer Price Index for the
41 month of August, 1989.
42

43 c. "Change in the Consumer Price Index"
44 is defined as the difference between (i)
45 the Consumer Price Index Base and (ii)
46 the applicable Consumer Price Index
47 (minus any cost of living adjustment, if
48 any, previously paid).

1 d. "Cost of Living Adjustment" is
2 calculated as below and will be made
3 every three (3) months, based on the
4 cumulative change in the Index for the
5 prior three-month period, the first
6 adjustment being effective January 1,
7 1990 based on the difference between the
8 August, 1989 Index and the November 1989
9 Index. Applying the same formula as
10 above, the remaining adjustment dates
11 are: April 1, 1990; July 1, 1990;
12 October 1, 1990; January 1, 1991; April
13 1, 1991; July 1, 1991; October 1, 1991;
14 January 1, 1992; April 1, 1992; and July
15 1, 1992.

16
17 e. As of the effective date of this
18 Agreement a twenty-five cents (25¢) per hour
19 guaranteed advance cost of living has been
20 made.

21
22 No cost of living adjustment will be
23 made until, by using the formula defined in
24 Section 10H (2), and the adjustment dates
25 defined in Section 10H (1) (d), the payout
26 exceeds twenty-five cents (25¢) per hour.
27 Any payout generated by the formula in excess
28 of the twenty-five cents (25¢) will be paid
29 as of the appropriate adjustment date.

30
31 (2) Effective on each adjustment date, a cost of
32 living adjustment up or down equal to one cent
33 (1¢) per hour for each full .4 of a point change
34 in the Consumer Price Index shall become payable.

35
36 (3) The continuance of the cost of living adjust-
37 ment provided for in this article is dependent on
38 the availability of the Consumer Price Index in
39 its present form. In the event the Consumer Price
40 Index in its present form becomes unavailable for
41 any reason, the parties shall substitute by mutual
42 agreement any other official formula or publica-
43 tion issued by the United States Government.

44
45 (4) No adjustment, retroactive or otherwise, shall
46 be made as the result of any revision which later
47 may be made in the published figures for the
48 Consumer Price Index for any month on the basis of
49 which the cost of living adjustment in this article
50 shall have been determined.

1 (5) Cost of living adjustments provided for here-
2 in shall be cumulative and included as a part of
3 the employee's base rate in determining currently
4 effective pay rates for the purpose of computing
5 overtime pay, holiday pay, vacation pay, jury duty
6 pay, funeral pay, and military reserve pay. There
7 shall be no minimum or maximum limitation on the
8 above cost of living adjustments.

1
2
3 SECTION 11

4 PAY DAYS, BONUS AND PIECE-WORK

5 (A) Employees shall be paid on a regularly designated
6 day once each week in cash, or by check. When an
7 employee is laid off or discharged, he or she shall be
8 paid off immediately in cash, its equivalent, or by
9 check.

10
11 (B) There shall be no piece, bonus or contract work by
12 the employees, and all work performed shall be paid for
13 on an hourly basis.

14
15 (C) Where an employee's pay check or vacation pay has
16 a shortage because of, but not limited to, a late or
17 lost time card not being turned into payroll, an
18 adjustment check will be issued as follows:

19
20 (1) A first shift employee (designated payday
21 Friday) shall receive an adjustment check that day
22 if notification is given to the Payroll Department
23 one (1) hour prior to the end of the Payroll
24 Department's office hours.

25
26 (2) Employees on the second and third shifts
27 (designated payday Thursday, or in the event that
28 a holiday is observed on Friday or Monday, the
29 third shift will be paid on Friday prior to the
30 end of the regular shift) who report a shortage
31 on the day following their designated payday
32 shall receive an adjustment check the day they
33 report the shortage if the Payroll Department is
34 given notice three (3) hours prior to the end of
35 the Payroll Department's office hours.

36
37 (D) The Company will have a representative in the
38 Payroll Department on third shift paydays commencing
39 at 7:00 a.m.

40
41 A third shift employee that has a problem with
42 his or her check may, at the employee's option, wait
43 until it is corrected, or leave the check with Payroll
44 for correction and have it returned to him or her at
45 the beginning of his or her next shift.

46
47 (E) Paychecks shall normally be issued at least
48 four (4) hours prior to end of regular shift, where
49 practicable.

1 SECTION 12

2
3 REPORTING PAY
4

5 (A) Employees who are scheduled or required to and do
6 report for work on any day and who are not given work
7 at that time shall be paid four (4) hours' pay, except
8 where employees are not put to work by reason of bad
9 weather, breakdown of machinery, discharge for proper
10 cause, or any other condition beyond the direct control
11 of the Company.
12

13 (B) Employees who start work on any shift shall
14 receive not less than four (4) hours' pay for such
15 shift, unless they voluntarily quit, are discharged for
16 proper cause, are voluntarily laid off, or are laid off
17 by reason of breakdown of machinery or other conditions
18 beyond the direct control of the Company. In the event
19 of inclement weather, employees who have reported for
20 work as provided for in this section shall be paid one
21 (1) hour's pay (at the appropriate rate); however, the
22 Company retains the right to assign work to the
23 employees that may result in exposure to the inclement
24 weather. Work assignments of this type will be made
25 with proper consideration for the safety of the
26 employees involved. In the event any employee elects
27 not to accept such work assignments, the Company shall
28 not be obligated for the one hour guarantee. An
29 employee who has started to work will receive two (2)
30 hours' work or two (2) hours' pay, it being understood
31 that such employee may be required to remain at the
32 plant during the two (2) hour period. If an employee
33 is scheduled to start to work at a time other than his
34 or her regular shift starting time, it is understood
35 that the above two-hour period commences at the time
36 the employee is scheduled to start to work.
37

38 (C) Employees called back to work after having left
39 the plant at the end of their regular shift to perform
40 work before but not continuous with their daily working
41 schedule shall be guaranteed a minimum of four (4)
42 hours' work or four (4) hours' pay in lieu thereof.
43 Work actually performed under this subsection shall be
44 paid for at double time, and the remaining portion of
45 the guaranteed four (4) hours shall be paid for at
46 straight time.
47

48 (D) Allowed time pay (pay for work not performed)
49 under the foregoing provisions shall not be included in
50 the hours worked for the purpose of calculating over-
51 time, and likewise shall be paid for at straight-time
52 rates, except on Saturdays, Sundays and Holidays when
53 the applicable overtime rate shall be paid.

1 (E) Any employee who is injured at the Company's plant
2 as the result of an industrial accident and who, on the
3 first day he or she is sent to a doctor, returns to
4 work during his or her regular working hours on the
5 same day, shall be paid by the Company the applicable
6 hourly wage rate for such time thereby lost on such
7 day. Should such injured employee be admitted to a
8 hospital or be instructed by the Company or the doctor
9 to refrain from performing further work on the day such
10 accident is reported, he or she shall receive the
11 applicable hourly wage rate for the balance of his or
12 her shift on such day. If such injured employee shall,
13 on any subsequent day on which he or she performs work
14 for the Company, be directed by the medical department
15 to report for medical treatment of such injury at medi-
16 cal facilities outside the yard during the hours of
17 employee(s) regular shift, he or she shall be paid at
18 his or her regular rate for the time not worked during
19 such shift, as a result thereof. An employee suffering
20 from welding flash burns or complications from foreign
21 bodies in the eye due to his or her employment and who
22 reports to the Company medical department for treatment
23 of the above conditions on the next work day following
24 such accident, will be paid the regular rate of pay for
25 the remainder of the shift if directed by the medical
26 department to refrain from performing work on such day.
27

28 (F) Any employee who is transferred from one shift to
29 another (unless such transfer is requested by such
30 employee) at the direction of the company in less than
31 eight (8) consecutive hours after having left the plant
32 at the end of his or her regularly assigned shift shall
33 be paid at the rate of time and one-half (1½) for all
34 work performed within the regular work hours of the shift
35 to which transferred on the first day of such transfer.
36 It is understood that double time shall be paid for hours
37 worked on Sundays and holidays under the provisions of
38 this Subsection (F).
39
40

41 SECTION 13

42 VACATIONS

43
44
45 (A) Each of the Company's employees to whom this Agree-
46 ment is applicable, who, in each year this Agreement
47 remains in effect, shall have been in the continuous
48 service of the Company (as the term "continuous
49 service" is used in Section 17 of this Agreement) at
50 least twelve (12) months, and who shall have worked
51 during the period establishing his or her vacation eli-
52 gibility, as hereinafter set forth, the requisite eli-
53 qualifying number of hours hereinafter required and set

1 forth, shall be granted a vacation in accordance with
2 the following schedule, with pay at the regular
3 straight-time hourly rate received by such employee at
4 the time the vacation is taken.

5	6 Length of Employee's 7 Continuous Service 8 With the Company	9 No. of Consecutive 10 Days (Work) Vac. 11 Commencing Monday	12 Number of 13 Vac. Hrs 14 Pay
15	16 1 but less than 2 years	17 <u>5</u>	18 40
19	20 2 but less than 8 years	21 <u>10</u>	22 80
23	24 8 but less than 12 years	25 <u>15</u>	26 120
27	28 12 years or more	29 <u>20</u>	30 160

31 (B) As a further condition of participating in the
32 foregoing plan, employees, otherwise eligible for a
33 vacation thereunder and whose continuous employment
34 with the Company is twelve (12) months or more,
35 must have worked for the Company during the year
36 next preceding the latest anniversary of the first
37 day of employment a total of at least 1,560 clock
38 hours.

39 (C) If an employee on his or her first or any sub-
40 sequent anniversary date of employment has not worked
41 the qualifying number of clock hours provided for in
42 Subsection (B) of this Section, he or she shall be paid
43 one-twelfth (1/12th) of the vacation pay he or she
44 would otherwise have been entitled to on such anniver-
45 sary date of employment, as provided for in the vaca-
46 tion schedule set forth in Subsection (A) of this
47 Section, for each month during which one-hundred-thirty
48 (130) hours have been worked by such employee during
49 the twelve (12) months preceding such anniversary date
50 of employment, but not to exceed the number of hours'
51 vacation pay he or she would have been entitled to had
52 he or she worked the total number of qualifying clock
53 hours specified in Subsection (B) of this Section.

1. Should an employee who has completed one (1)
or more years' service with the Company be laid
off or terminated for any reason whatsoever, he or
she shall, on the date of such layoff or ter-
mination, be paid one-twelfth (1/12th) of the
vacation pay he or she would have been entitled to
on his or her next succeeding anniversary date of
employment for each month during which one-
hundred-thirty (130) clock hours have been worked
by such employee since his or her last previous
anniversary date of employment, but not to exceed

1 the number of hours' vacation pay he or she would
2 have received on his or her next succeeding anni-
3 versary date of employment had he or she worked
4 the total number of qualifying clock hours spe-
5 cified in Subsection (B) of this Section.
6

7 2. Should an employee, after having completed
8 three (3) months' service with the Company, be
9 laid off or terminated for any reason before he or
10 she has completed one (1) year's service with the
11 Company, he or she shall, on the date of such
12 layoff or termination, be paid one-twelfth (1/12th)
13 of forty (40) hours pay for each month during which
14 one-hundred-thirty (130) hours have been worked
15 during the period from date of hire to the date of
16 layoff or termination, but not to exceed the
17 amount of vacation pay he or she would have other-
18 wise been entitled to had he or she continued his
19 or her employment with the Company until his or
20 her anniversary date of employment and would have
21 worked the qualifying number of clock hours spe-
22 cified in Subsection (B) of this Section.
23

24 (D) Vacations as provided for herein shall be granted
25 and taken during the twelve (12) months immediately
26 following each employee's anniversary date of employ-
27 ment. Employees entitled to two (2) or more weeks
28 vacation, pursuant to the provisions of this Section,
29 may, with the permission of the Company or by mutual
30 agreement with the Company, take their vacation in non-
31 consecutive weeks.
32

33 Vacations shall not be cumulative but must be
34 granted and taken during the twelve (12) months imme-
35 diately following each employee's anniversary date of
36 employment.
37

38 Vacations of less than five (5) work days may
39 be taken with the approval of the Department Head.
40 Requests for vacations of less than five (5) work days
41 must be made at least one week in advance.
42

43 (E) Each employee shall, at least five (5) weeks prior
44 to the beginning of his or her vacation, notify the
45 Company on forms furnished by the Company, of his or
46 her first and second choice for vacation periods, and
47 insofar as practicable, his or her vacation will be
48 granted at the times most desired by the employee in
49 question, with due regard for seniority with respect to
50 other employees who request their vacations during the
51 same period; provided, however, that the final alloca-
52 tion of vacation periods shall rest exclusively with

1 the Company in order to insure continuity of plant
2 operations. Determination as to when the employee's
3 vacation will be granted shall be made within two (2)
4 weeks after an employee has made his or her request for
5 vacation, and the Company shall notify the employee, in
6 writing, accordingly.
7

8 Once an employee's vacation date has been accepted
9 and affirmed, the date shall be binding unless mutually
10 agreed upon by both parties.
11

12 (F) Any employee entitled to a vacation as hereinabove
13 provided for shall receive his or her vacation pay at
14 least two (2) days prior to the starting of his or her
15 vacation, except employees who are taking vacations of
16 less than five (5) work days. Any person who has
17 become eligible for a vacation under the foregoing pro-
18 visions shall be entitled to receive his or her vaca-
19 tion pay, if at any time before receiving the vacation
20 or pay, his or her employment relations with the
21 Company have been severed for any reason.
22

23 (G) Any employee absent from work as a result of an
24 injury or illness and who is receiving benefits from
25 either Unemployment Compensation, Disability or
26 Worker's Compensation may cancel any previously sche-
27 duled vacation, provided, however, the Company's
28 Industrial Relations Department is notified more than
29 five (5) working days in advance of the date the vaca-
30 tion pay was originally scheduled to be paid.
31

32 33 SECTION 14

34 WELFARE BENEFITS

35 It is hereby mutually agreed that the Company will
36 provide all employees with group life and accidental
37 death and dismemberment insurance as set forth herein.
38

39 It is also hereby mutually agreed that the Company
40 will provide all employees and their eligible depen-
41 dents with group health insurance under either Plan I
42 or the alternate Plan II, as set forth herein.
43 Employees may elect on an annual basis, at a time to be
44 designated by the Company, whether they desire group
45 health insurance coverage under Plan I or Plan II.
46

47 The Company shall pay the entire cost of specified
48 group life and accidental death and dismemberment
49 insurance for all employees and group health insurance
50 for the employee and the employee's eligible
51 dependents, except that employees will be required to
52 pay the co-payment for each plan as indicated in the
53 plan summary.
54
55

1 The benefits provided under either Plan I or Plan
2 II shall be coordinated with payments made under any
3 other employer group insurance plan so that the bene-
4 fits payable hereunder will not be duplicated, and when
5 such benefits are added to the benefits payable by any
6 other employer group insurance plan, the total will not
7 exceed 100% of the allowable expenses provided under
8 either Plan I or Plan II as elected by the employee.
9 The term "employer group insurance plan" means any
10 group-type plan, including those for which an employer
11 makes contributions or for which an employer provides a
12 means of collecting contributions required by
13 employers, including payroll deductions.

14
15 Hospital daily room benefits payable to employees
16 under Plan I shall be integrated with any hospital
17 benefits provided the employee under the California
18 Unemployment Insurance Code.

19
20 Benefits payable under Plan I or provided under
21 Plan II shall be automatically reduced by any similar
22 benefits provided through the Social Security Act -
23 Medicare Parts A and B.

24
25 The Company agrees to assist employees in filling
26 out applications for coverage and in submitting claims
27 for benefits, but the Company by doing so, does not
28 guarantee payment of claims, or in any other way obli-
29 gate themselves to assume the benefits set forth
30 herein.

31
32 Employees of the Company in layoff status who,
33 prior to layoff, were provided benefits as set
34 forth herein, shall have the opportunity of con-
35 tinuing such benefits for themselves and their eli-
36 gible dependents during the first twelve (12) months
37 of such layoff status, by paying the entire premium
38 cost for both themselves and/or their eligible
39 dependents from the date of layoff.

1 ELIGIBILITY FOR BENEFITS

2
3 All new hires and rehires will be eligible for
4 insurance benefits on the first day of work following
5 thirty (30) calendar days of employment.

6
7 All employees recalled to work will be eligible
8 for insurance benefits the day they return to work.

9
10 For all employees, insurance coverage will end on
11 the last day of work except employees who are laid off
12 by the Company for lack of work. Such laid off
13 employees will be covered for insurance benefits for
14 seven (7) calendar days from the last day worked.

15
16 Employees placed on temporary layoff for any
17 reason whatsoever will maintain their insurance
18 coverage for the duration of the temporary layoff up to
19 a maximum of thirty (30) calendar days.

20
21 Former employees of the Company who are Union
22 members and who have been previously insured under the
23 Company-provided health and welfare plan, and new
24 employees who have been previously insured under a
25 similar plan at another yard having an agreement with
26 the Union, will be insured immediately upon employment
27 provided they have not been off the Company's payroll
28 or the payroll of another yard participating in a
29 similar plan for a period in excess of sixty (60) days.

30
31 LIFE INSURANCE

32
33 Effective October 1, 1987, all employees will be
34 provided with a total of \$15,000 Life Insurance and
35 Accidental Death and Dismemberment.

1 Employees may elect annually group insurance bene-
2 fits under one of the following two plans:

3
4 **PLAN I ATENA COMPREHENSIVE PLAN - EMPLOYEE AND**
5 **DEPENDENT BENEFITS**

6
7 \$200 annual deductible per person (\$400 annual
8 deductible maximum per family)

9
10 Plan generally pays 80% of reasonable and
11 customary (R&C) charges after the deductible and the
12 employees pay 20% of R&C. Psychiatric, drug and
13 alcohol and chiropractic and physical therapy benefits
14 are paid differently as listed below (see items 11, 12,
15 and 13). For those services for which there is a
16 co-payment, the Company will pay 80% of the actual
17 amount billed to the employee, up to a maximum of 80%
18 of reasonable and customary charges, with the employee
19 paying the remaining 20% of the amount billed.

- 20
21 1. HOSPITALIZATION (Semi-Private Rate)*
22
23 Room and Board
24 Number of Days (120) FULL COVERAGE
25 Other Charges (Effective 80% OF REASONABLE
26 11/01/87) AND CUSTOMARY CHARGES
27 (AFTER DEDUCTIBLE)*
28
29 2. SURGERY 80% OF REASONABLE
30 AND CUSTOMARY CHARGES
31 (AFTER DEDUCTIBLE)*
32
33 3. ASSISTANT SURGEON FEE 80% OF REASONABLE
34 AND ANESTHETIST'S AND CUSTOMARY CHARGES
35 ALLOWANCE (AFTER DEDUCTIBLE)*
36
37 4. DOCTOR CALLS (Maximum) 80% OF REASONABLE
38 AND CUSTOMARY CHARGES
39 (AFTER DEDUCTIBLE)*
40
41 5. DIAGNOSTIC, X-RAY 80% OF REASONABLE
42 AND LABORATORY AND CUSTOMARY CHARGES
43 EXAMINATIONS (AFTER DEDUCTIBLE)*
44
45 6. AMBULANCE 80% OF REASONABLE
46 AND CUSTOMARY CHARGES
47 (AFTER DEDUCTIBLE)*
48
49
50

51
52 (* AFTER \$200 ANNUAL DEDUCTIBLE PER PERSON (\$400 PER
53 FAMILY MAXIMUM)

1 PLAN I - EMPLOYEE AND DEPENDENT BENEFITS (CONTINUED)

- 2
3
4
5 7. MATERNITY BENEFITS 80% OF REASONABLE
6 AND CUSTOMARY CHARGES
7 (AFTER DEDUCTIBLE)*
8
9 9. OUTPATIENT SURGERY 80% OF REASONABLE
10 OR EMERGENCY AND CUSTOMARY CHARGES
11 ACCIDENT TREATMENT (AFTER DEDUCTIBLE)*
12
13 10. PRESCRIPTION DRUGS 80% OF REASONABLE
14 (Effective 10/09/87) AND CUSTOMARY CHARGES
15 AFTER DEDUCTIBLE (*)
16

17 11. PSYCHIATRIC CARE

18
19 Hospital: 80% paid after deductible up to 30
20 days/year; \$50,000 lifetime maximum benefit.
21 Outpatient: 80% paid after deductible for
22 first 5 visits/year; 70% paid visits 6-10;
23 60% paid 11-15; 50% paid visits over 15;
24 \$2,000/year maximum.
25

26 12. DRUG AND ALCOHOL TREATMENT

27
28 Hospital: 80% paid first 10 days/year; 50%
29 paid for days over 10; \$7,500 maximum
30 lifetime benefit. Outpatient: 80% paid
31 after deductible; \$3,000 lifetime maximum
32 benefit.
33

34 13. CHIROPRACTIC TREATMENT AND PHYSICAL THERAPY

35
36 80% paid after deductible first 20 visits;
37 50% next 20 visits; maximum 40 visits/year
38 for combined chiropractic and physical
39 therapy.
40

41 14. OUT-OF-POCKET MAXIMUM EMPLOYEE PAYMENT

42
43 Plan to cover 100% of charges for the balance
44 of the current year and the following year
45 when out-of-pocket expenses of \$1000 have
46 been incurred in the calendar year for one
47 person or \$2000 per family.

1 PLAN I - EMPLOYEE AND DEPENDENT BENEFITS (CONTINUED)

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15. Add employee co-payment of premiums as follows:

Employee only = \$10/month
Employee plus family coverage =
\$30/month

NOTE: The above constitutes only a summary of the Health Plan and does not contain the full terms and conditions of coverage.

1 PLAN II - EMPLOYEE AND DEPENDENT BENEFITS

2		
3		
4	KAISER FOUNDATION	KAISER PLAN "B"
5	HEALTH PLAN COVERAGE	
6		
7	1. HOSPITAL SERVICES	
8		
9	Room and Board	FULL COVERAGE
10	Other Hospital Extras	FULL COVERAGE
11	Number of Days	125
12		
13	2. SURGICAL SERVICES	FULL COVERAGE
14		
15	3. OFFICE VISITS	<u>\$2.00 CHARGE</u>
16	<u>(Effective 11/01/87)</u>	<u>PER VISIT</u>
17		
18	4. X-RAY AND	FULL COVERAGE
19	LABORATORY WORK	
20		
21	5. AMBULANCE	FULL COVERAGE IN
22		SERVICE AREA
23		
24	6. INJECTABLES	NO CHARGE
25		
26	7. MATERNITY	FULL COVERAGE
27		
28	8. MENTAL HEALTH III	\$10 CHARGE PER
29		VISIT FOR THE
30		FIRST 20 VISITS
31		EACH YEAR
32		
33	9. PRESCRIPTION DRUGS	<u>\$4.00 DEDUCTIBLE</u>
34	<u>(Effective 11/01/87)</u>	<u>PER PRESCRIPTION</u>
35		100 DAY SUPPLY
36		
37		
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47		

48 NOTE: The above constitutes only a summary of the
49 Health Plan and does not contain the full terms
50 and conditions of coverage.

1 PLAN II - EMPLOYEE AND DEPENDENT BENEFITS

2
3

4 DENTAL PLAN BENEFITS - DUAL CHOICE OPTION

5
6 1. Personal Dental Services (PDS) Plan - Prepaid
7 dental plan or,

8
9 2. Aetna Life and Casualty Company Dental Plan -
10 Effective November 1, 1987 the Aetna Life and
11 Casualty Plan has been changed by adding a \$25
12 annual deductible per family member. The maximum
13 annual benefit has been changed to \$1,000 per
14 person. The Prosthodontic benefit (bridges,
15 crowns and dentures) has been changed to 50%
16 reimbursement by Aetna and 50% paid by the
17 employee. The Aetna plan will provide the
18 following benefits and you may select the dentist
19 of your choice:

20		
21	REGULAR SERVICES	70% OF REASONABLE
22		AND CUSTOMARY CHARGES
23		
24	PROSTHODONTIC SERVICES	50% OF REASONABLE
25		AND CUSTOMARY CHARGES
26		
27	ORTHODONTIC SERVICES	50% OF REASONABLE
28		AND CUSTOMARY CHARGES
29		FOR DEPENDENTS TO AGE
30		19, \$1,000 LIFETIME
31		MAXIMUM
32		

33 Employee premium payment
34 Employee coverage only - 0
35 Employee, plus family coverage = \$10 per month.

36
37 These benefits are paid after you pay a \$25.00 annual
38 deductible per person. For those services for which
39 there is a co-payment, the Company will pay 70% (or
40 50%) of the actual amount billed to the employee, up to
41 a maximum of 70% (or 50%) of reasonable and customary
42 charges, with the employee paying the remaining 10% (or
43 50%) of the amount billed. Employees may switch from
44 one dental plan to the other as of January 1, each
45 year.

46
47 Effective November 1, 1981, Aetna Life and
48 Casualty Company will provide an accident and
49 sickness benefit of \$75 per week commencing on the
50 first day of a non-industrial accident or
51 hospitalization and the eighth day of a confirmed
52 illness when you are unable to work. This benefit
53 is paid for a maximum of twenty-six (26) weeks.

1 SECTION 14-A

2
3 PENSION PLAN

4
5 (A) It is hereby mutually agreed the Company shall
6 provide pension benefits for employees as set forth in
7 the Pension Agreement, which is made a part of this
8 Agreement by reference hereto, and shall pay the entire
9 cost.

10
11 Eligibility for such pension benefits shall be as
12 set forth in said Pension Agreement. Effective October
13 1, 1987 the monthly pension benefit for normal, early
14 and disability retirement is increased to \$18 per month
15 per year of service for all service. As of October 1,
16 1988 the monthly benefit amount will be increased to
17 \$20 per month per year of service for future service
18 only and the normal retirement age will be lowered to
19 62.

20
21 Each employee in the bargaining unit shall be
22 provided with a booklet setting forth the provisions of
23 the pension plan.

24
25
26 SECTION 15

27
28 ERECTION AND FIELD FABRICATION

29
30 (A) The provisions of this Agreement shall be
31 applicable only to the employees of the Company
32 comprising the bargaining unit described and set forth
33 in Section 1 hereof, and to work done by such employees
34 as described and set forth in such section; and it is
35 therefore specifically understood and agreed that the
36 provisions of this Agreement shall not be construed as
37 being applicable to erection, field fabrication or
38 construction work, or to employees engaged in such
39 work, and the Company agrees it will not require any
40 employee covered by this Agreement to perform such work
41 for the Company.

42
43
44 SECTION 16

45
46 APPRENTICES

47
48 The provisions of this Agreement shall be
49 applicable to apprentices if any are employed by the
50 Company. However; apprentices shall not be employed
51 except in accordance with "Standards of Apprenticeship"
52 approved by the Company, the Union, the proper
53 authority of the State in which the Company's plant, or

1 plants, are located; or, in States in which there is no
2 such authority established by law, the Bureau of
3 Apprenticeship Standards, United States Department of
4 Labor, and such Standards of Apprenticeship and any
5 amendments thereto must be approved as to form by the
6 International.

7
8
9

10 SECTION 17

11
12
13

14 SENIORITY

15 (A) Employees shall be regarded as probationary
16 employees until they have worked for the Company within
17 the bargaining unit described and set forth in Section
18 1 of this Agreement an aggregate total of ninety (90)
19 days worked within the period of six (6) months from
20 the first date of employment, and during such
21 probationary period all the provisions of this
22 agreement shall apply to such employees except the
23 provisions of subsection (C) of this Section. Any such
24 probationary employee may be laid off or discharged by
25 the Company at its discretion and in either of such
26 events the grievance and arbitration provisions of this
27 Agreement shall not be applied with respect to such
28 layoff or discharge. A probationary employee will not
29 be temporarily assigned to a classification of work
30 when employees of that classification are in layoff
31 status, except in cases of replacement for absences.
32 When employees have completed the aforementioned
33 probationary period, they shall have a plant-wide
34 seniority status beginning with the date of employment
35 within the bargaining unit and their continuous service
36 shall commence as of such date. The continuous service
37 and seniority status of an employee shall not be
38 affected or interrupted as a result of layoffs, injury,
39 illness, leaves of absence or other cause not due to
40 the voluntary act or fault of the employee; however,
41 the continuous service of an employee and his or her
42 seniority status shall be terminated for any of the
43 following reasons, unless the Company and the Union, by
44 agreement in writing, determine otherwise:

45 (1) Absence of an employee from work for three
46 (3) consecutive regular work days (except absence
47 due to illness or injury) unless the employee can
48 prove that failure to notify the company of the
49 reason for such absence (such reason being for
50 good and sufficient cause), or failure to request
51 permission to be absent, was due to circumstances
52 beyond his or her control. When an employee is
53 unable to report for work because of illness or

1 injury, the Company's Industrial Relations
2 Department shall be notified on the third day of
3 absence, unless failure to so notify the Company
4 was due to circumstances beyond his or her
5 control. If such disability continues for
6 three (3) additional consecutive days, the
7 Company's Industrial Relations Department shall be
8 so notified and the employee shall be granted
9 permission to be absent during the period of such
10 disability.

11
12 (2) Failure of an employee who is laid off to
13 report for work and return to work in accordance
14 with the provisions of Subsection (B) of this
15 Section.

16
17 (3) Discharge of an employee for proper cause.

18
19 (4) When an employee resigns or quits.

20
21 (5) Failure of an employee to report to work and
22 return to work following the conclusion of an
23 approved leave of absence granted as provided for
24 in this Agreement.

25
26 (6)(a) When an employee has not performed any
27 work for the Company for twelve (12) consecutive
28 months for any reason whatsoever (except as a
29 result of an approved leave of absence granted as
30 provided for in this Agreement).

31
32 (b) An employee absent from work for a period of
33 one year due to an industrial injury or illness
34 will be terminated at the end of the one year
35 period; however, should the employee receive
36 medical clearance to return to work prior to the
37 end of thirty (30) months, the employee will be
38 reinstated with full seniority.

39
40 (c) Employees who have not worked as an active
41 regular employee of the Company for one (1) year
42 due to a layoff for lack of work may extend their
43 recall rights up to twelve (12) additional months
44 by notifying the Company's Labor Relations
45 Department within the thirty (30) calendar day
46 period immediately preceding the date he or she
47 would have been laid off for one (1) full year.
48 Such notice must contain the employee's up-to-
49 date address and telephone number. If an employee
50 is absent from work due to a non-industrial
51 accident or illness at the time he or she is laid
52 off such employee may extend his or her recall
53 rights for an additional twelve (12) months by

1 notifying the Company's Labor Relations Department
2 within the thirty (30) calendar day period
3 immediately preceding the date on which the
4 employee would have been off work for one full
5 year. Such notice must contain the employee's up
6 to date address and telephone. Under no
7 circumstances may the combination of time off for
8 such disability then lay-off exceed a total of
9 twenty four (24) months.

10
11 (8) Employees who have completed their probationary
12 period and who are laid off as a result of reduction in
13 forces shall keep the Company advised, in writing, of
14 their current address and telephone number, if any.
15 Any employee who is laid off shall be recalled to work
16 by the Company when work is available in accordance
17 with such employee's seniority status, and the
18 following procedure with respect to recalling such
19 employee shall be applied:

20
21 (1) The employee shall be notified, in writing,
22 by telegram, or by telephone (and if notified by
23 telephone, a letter confirming such telephone
24 conversation shall be sent to the employee not
25 later than the following workday), and such
26 notification shall specify the date and hour to
27 report for work, which shall not be less than
28 three (3) regular work days nor more than fifteen
29 (15) regular work days after the mailing or
30 sending of such notice.

31
32 (2) Within three (3) regular workdays after the
33 sending (after date of telegram or post-mark) of
34 the aforementioned notification, the employee
35 shall notify the Company's Personnel Department by
36 mail, telegram, telephone call, or in person,
37 whether or not he or she will report to work at
38 the time requested in the aforementioned
39 notification.

40
41 An employee who responds to recall
42 notification within the three (3) work days noted
43 above and who has other regular full time
44 employment, or is out of the state and unable to
45 report for work in accordance with the recall
46 provisions of the agreement, may elect not to
47 return to work. The Company may then recall the
48 next senior employee in accordance with such
49 employee's seniority status. The employee who
50 declined to return to work will be eligible for
51 future recall in accordance with his or her
52 seniority only after said employee notifies the
53 Company in writing that he or she is available for
54 future recalls.

1 In those cases where the Company has
2 contacted the employee by telephone, such
3 employee's decision regarding their return to work
4 must be provided to the Company within twenty-four
5 (24) hours excluding weekends and holidays. In
6 those cases where the Company has contacted the
7 employee by telegram or by certified mail, such
8 employee's decision regarding their return to work
9 must be provided to the Company no later than
10 three (3) work days after notification of recall
11 has been sent.
12

13 If an employee to whom notification of
14 recall has been sent does not respond as provided
15 above, his or her seniority shall be terminated;
16 however, the employee shall have a period of
17 thirty (30) calendar days from the date recall
18 notification is sent to apply to the Company in
19 writing to have his or her seniority reinstated.
20 An employee who makes this application shall be
21 restored to his or her previous position on the
22 seniority list.
23

24 The Company shall not be required to put the
25 employee to work until the next recall to which
26 their seniority entitles them. An employee shall
27 have the right to reinstate his or her seniority
28 in this manner only one (1) time in any single
29 layoff. In the event that the Company recalls
30 employees from layoff and is unable to fill its
31 manpower requirements due to employees electing
32 not to return to work as provided for herein, the
33 Company may then require the senior qualified laid
34 off employees in the appropriate classification to
35 return to work.
36

37 It is understood that by mutual agreement
38 between the employee and the Company's Personnel
39 Representative, the reporting date may be extended
40 until the fifteenth (15th) regular work day
41 following the date the notification is sent. It
42 is further agreed that although the employee
43 cannot be compelled to report to work prior to
44 three (3) regular work days after the sending of
45 the notification, nothing contained herein shall
46 prohibit the employee from reporting earlier by
47 agreement with the Company's Personnel
48 Representative. If at the time of receiving the
49 aforementioned notification the employee is unable
50 to report for work at the time requested because
51 of a confirmed illness or injury (in such event
52 the employee shall notify the Company's Personnel
53 Department within the three (3) regular workdays,

1 as hereinabove set forth, unless failure to so
2 notify the Company was due to circumstances beyond
3 his or her control), the Company may assign a
4 junior employee to fill such job until such time
5 the ill or injured employee is able to return to
6 work. It is further agreed that when such ill or
7 injured employee is able to return to work, he or
8 she shall be assigned to such work in accordance
9 with his or her seniority status, as provided for
10 in Subsection (C) of this Section.

11
12 (3) When an employee who is laid off is notified
13 to report for work as hereinabove provided, and if
14 the nature of the work for which the employee is
15 recalled is such that the Company needs the
16 immediate services of an employee to perform such
17 work, the Company may continue down the recall
18 list until it finds a senior qualified employee
19 immediately available to perform the work, if the
20 senior employee is not immediately available.

21
22 (C) The following provisions shall apply in all cases
23 of promotions, demotions, when filling vacancies which
24 may occur, when new work operations are created, when
25 work operations are discontinued, when work operations
26 that have been discontinued are re-established, and in
27 all cases of increase or decrease of forces:

28
29 (1) PROMOTIONS

30
31 When the number of employees classified
32 in any classification is increased, when
33 vacancies which may occur in any
34 classification are filled, when new
35 classifications are established, when a work
36 operation covered by any classification which
37 has been discontinued is resumed, preference
38 shall be given to employees with the greatest
39 length of continuous service, subject to
40 their relatively equal ability to perform the
41 work in question, except that leadmen and
42 working foremen will be upgraded as provided
43 for in Section 10.

44
45 Subject to the foregoing paragraph,
46 employees who are classified in jobs which do
47 not provide promotional opportunity may elect
48 to fill vacancies in another classification
49 within their same wage group, if experience
50 in such classification would improve their
51 promotional opportunity to a higher-rated
52 classification having a functional
53 relationship thereto and further provided
54 such lateral transfer may be made only once

1 in any twelve (12) month period. In the
2 event of such lateral transfer, preference
3 shall be given to employees with the greatest
4 length of continuous service, subject to
5 their relatively equal ability to perform the
6 work in question.
7

8 (a) Requests for Promotional
9 Consideration.

10
11 Employees who feel that they have
12 the necessary skills to warrant
13 consideration for higher-rated job
14 classifications will be able to fill out
15 a Request for Promotional Consideration
16 form in the Company's Employment Office.
17 The employees will list on the form the
18 position for which application is being
19 made and the education or work
20 experience which will qualify the
21 employee for the desired promotion.
22 When the Employment Office receives
23 personnel requisitions, the Request for
24 Promotional Consideration forms will be
25 reviewed. The Employment Office will
26 then forward the Promotional
27 Consideration forms to the department
28 head who is requesting additional
29 employees. After review by the
30 department head, the Employment Office
31 will be advised of the employees with
32 whom the department wishes to conduct
33 personal interviews. It shall be the
34 responsibility of the Employment Office
35 to arrange for the interviews to take
36 place.
37

38 Employees who feel they have the
39 necessary qualifications for promotions
40 to Working Foreman and Leadman in their
41 work areas would also complete the
42 Request for Promotional Consideration
43 form at the Employment Office. When the
44 need for additional Working Foremen and
45 Leadmen occurs, the department heads
46 will review the Request for Promotional
47 Consideration forms which have been
48 turned in to them prior to making their
49 selections for the promotional vacan-
50 cies. Upon request, employees who have
51 applied for promotional vacancies, but
52 who are not selected, will be notified
53 by the Company of the reason they were
54 not selected.

1 The Company will maintain in its
2 Employment Office a list of Union
3 represented jobs and the minimum
4 requirements necessary for acceptance
5 into such classifications. This list
6 will be available for review by all
7 employees who wish to be considered for
8 promotional vacancies.
9

10 (2) Decrease in Forces - Discontinuance of Work
11 Operations.

12 Should it become necessary to decrease the
13 number of employees classified in any classifi-
14 cation, the following procedure shall be applied:
15

16 (a) All probationary employees assigned to
17 such classification (if any) shall be laid
18 off first. If there is to be a further
19 reduction in the number of employees assigned
20 to such classification, the employees with
21 the greatest length of continuous service
22 shall be given preference for retention in
23 such classification, subject to the
24 relatively equal ability of such senior
25 employees with other employees in such
26 classification to perform the work in
27 question. When a determination is made as to
28 the employees who are to be displaced and
29 such employees are so notified, as provided
30 in Subparagraph (b) below, they may then
31 exercise their rights as provided for in said
32 Subparagraph (b).
33

34 (b) When a reduction of forces is to be made
35 in any classification, the employees affected
36 shall be notified by their foreman and at the
37 time of notification the employee(s) shall
38 inform the foreman in writing on the
39 appropriate form if they desire to replace a
40 junior employee who is assigned to an
41 equal-rated classification on which the
42 senior employee has been classified while
43 employed by the Company, and which the senior
44 employee is still capable of performing,
45 subject to the employees' relatively equal
46 ability to perform the work in question, and
47 the decision made by the employee shall be
48 final. If the employee(s) desires to replace
49 a junior employee who is assigned to a lower
50 rated classification which the senior
51 employee is capable of performing, subject to
52 the employee'(s) relatively equal ability to
53

1 perform the work in question, he or she shall
2 so notify his or her foreman in writing, on
3 the appropriate form at the time notice of
4 layoff is given to him or her, and the
5 decision made by the employee shall be final.
6 However, if as a result of these labor
7 negotiations, an employee's classification is
8 now in a lower-rated wage group than his
9 previous classification, he may replace a
10 junior employee in the previously-held,
11 higher-rated classification, subject to the
12 foregoing provisions.
13

14 If the employee(s) elects to replace a
15 junior employee, as provided for in the
16 foregoing paragraph, such junior employee
17 shall be allowed to exercise his or her
18 seniority in the same manner as hereinabove
19 provided, and such procedure shall be applied
20 until it is determined which employee or
21 employees are to be laid off, and when the
22 determination is made, such layoff shall
23 occur not earlier than the end of such
24 employee(s) shift on the following day. When
25 a layoff becomes necessary, workers will be
26 notified four (4) hours in advance, or will
27 be paid four (4) hours pay-in-lieu of notice.
28

29 If at the time of layoff it appears that
30 the layoff period will be less than thirty
31 (30) days in duration, a formal layoff notice
32 will not be filed, and vacation pay will not
33 be prorated and paid. If the layoff becomes
34 more than thirty (30) days in length, the
35 employee may request and receive his or her
36 prorated vacation pay.
37

38 (c) When applying the foregoing provisions
39 of Subparagraph (b), should an employee elect
40 to accept the layoff in lieu of accepting an
41 assignment to an equal or lower-rated
42 classification, such employee shall not be
43 subject to be recalled until work is
44 available in the classification in which such
45 employee is classified or work is available
46 in a higher-rated classification, subject to
47 the provisions of Subsection (C) (1) of this
48 Section. However, should an employee so
49 notify or inform his or her foreman of his or
50 her desire to replace a junior employee in an
51 equal or lower-rated classification, as
52 conditioned by Subparagraph (b), above, and
53 there is no junior employee in such

1 classification, the employee shall be subject
2 to recall in that classification before a
3 junior employee is placed in such
4 classification.

5
6 (d) Should a work operation covered by any
7 classification be discontinued, the
8 assignment of employees performing such work
9 operation shall be determined in the same
10 manner as hereinabove set forth.

11
12 (e) In the event of a reduction in forces,
13 the Chief Shop Steward, and Union Health and
14 Safety Representatives on each shift shall
15 head the seniority list in their respective
16 classifications; however, if any shift should
17 be abolished or the work forces reduced to
18 the point where no Ironworkers remain on the
19 shift, the provisions of this subsection
20 shall not be applicable.

21
22 (f) Properly appointed Area Shop Stewards as
23 provided for in Section 19 shall be
24 maintained in the area and on the shift
25 appointed as long as there is a need for
26 their respective classifications and they are
27 qualified to perform the available work and
28 their plant seniority is sufficient for them
29 to maintain a job under the seniority
30 provisions.

31
32 (3) Demotions.

33
34 Should it be determined that an employee does
35 not possess the ability to perform a work
36 operation to which he or she is assigned, in
37 accordance with the generally recognized shop
38 requirements for such work, and if such employee
39 is to be removed from such work operation, then,
40 in that event, such employee shall be afforded the
41 opportunity to (1) accept an assignment to the
42 last prior classification in which he or she was
43 classified (if any) or, (2) accept an assignment
44 to a lower-rated classification covering a work
45 operation which such employee has the ability to
46 perform; subject to the relatively equal ability
47 of the employee to perform the work in question,
48 notwithstanding the fact that a junior employee
49 may be performing such work operation. (3) Be
50 reclassified as a trainee at the appropriate level
51 within the Trainee Program for the classification
52 from which they are being demoted. In the event
53 the Company intends to reclassify a journeyman due
54 to inability to perform the work required in the

1 classification, that journeyman will be afforded
2 a reasonable amount of time to re-train through
3 a Company or other appropriate training program,
4 to correct his/her deficiencies prior to any
5 actual re-classification.
6

7 (4) Emergency Layoffs.
8

9 In the event it becomes necessary to layoff
10 employees for a period not to exceed three (3)
11 work days as a result of lack of work due to
12 breakdown of machinery, power failure, floods,
13 fires, or act of God, and in the event there is
14 no other work available for the employee(s)
15 performing the work operation(s) affected, such
16 employee(s), notwithstanding the provisions of
17 Subparagraph (2) above, may be laid off for not
18 more than three (3) consecutive work days, and
19 determination as to the employee(s) to be laid off
20 for any additional days shall be made in
21 accordance with the foregoing provisions of
22 Subparagraph (2) above. It is understood and
23 agreed that any emergency layoff shall be for a
24 period of not less than four (4) hours' duration
25 or to the end of the shift, whichever is the
26 lesser. Notwithstanding the foregoing, employees
27 may at their own discretion, if requested by the
28 Company, return to work prior to the
29 aforementioned four (4) hours emergency layoff.
30 It is further understood and agreed that employees
31 involved in an emergency layoff who are recalled
32 during such emergency shall be recalled in
33 accordance with subsection (C) of this Section.
34 In no event shall this clause be applicable in
35 case of slack periods. The foregoing provisions
36 of this Subsection shall not prevent the Company
37 from temporarily assigning employees in accordance
38 with the provisions of Section 10 of this
39 Agreement.
40

41 It is specifically understood and agreed that
42 seniority shall not be invoked by an employee
43 which would result in the displacement of another
44 employee except as a result of the application of
45 the foregoing provisions of this Subsection.
46

47 The Company may also temporarily layoff
48 employees without regard to seniority for three
49 (3) work day(s) or less under the provisions of
50 this section. In the following situations: sea
51 trials, ship movements within the yard or to and
52 from work locations outside of yard, docking and
53 undocking ships, and launchings.

1 (D)

2
3 (1) When vacancies occur in any classification,
4 on any shift, employees classified in such
5 classifications who are assigned to another shift
6 in the same work area as defined in Section 19
7 shall be given preference for such vacancies (if
8 requested by such employee) provided the employee
9 has been assigned to that shift for six months or
10 more in accordance with their seniority status
11 before new employees are hired or recalled for
12 such positions. Employees who desire a shift
13 transfer will complete a Transfer Request Form in
14 the Company's Employment Office. A copy of this
15 form will be sent to the employee's department
16 head and a copy will be kept on file in the
17 Employment Office. When the Employment Office
18 receives personnel requisitions for new hires or
19 recalls from layoff, on any given shift, the
20 Employment Office will review the Request for
21 Transfers to that shift and will process the
22 necessary forms to effect the transfer. New hires
23 or recalls from layoff will then be assigned to
24 fill the remaining vacancies.

25
26 (2) Exceptions to the above may be made in the
27 event of emergency conditions where the Company
28 and the Union agree that such conditions warrant
29 the exception.
30

31 (E) The Company shall, on or within two (2) regular
32 workdays after the first (1st) and fifteenth (15th) of
33 each month, furnish the Union a list containing the
34 names of its employees who, during the preceding semi-
35 monthly period, left the active employ of the Company,
36 and state thereon whether the employee is on leave of
37 absence, quit, was laid off, or discharged; and, if
38 laid off or discharged, the reason therefor. Such
39 list shall also contain the names of all employees
40 hired or returned to work during the preceding
41 semi-monthly period, their home address,
42 classification, rate of pay, Social Security number,
43 and badge or clock number.
44

45 (F) The Company shall, within fifteen (15) days after
46 the signing of this Agreement, furnish the Union a
47 seniority schedule containing the name, date of
48 employment, badge or clock number, rate of pay, and
49 classification of each employee. Revised schedules
50 shall be furnished the Union by the Company each three
51 (3) months during the term of this Agreement.

1 Any appeals from such schedule shall be made
2 within fifteen (15) regular workdays following the date
3 the schedule is furnished the Union; otherwise, the
4 contents of such schedule shall be considered final.
5 In order to facilitate the proper administration of
6 this Agreement, the Chief Shop Steward shall be
7 furnished, upon request, information concerning the
8 employment date, classification, and rate of pay of any
9 employee to whom this Agreement is applicable. The
10 Chief Shop Steward shall also be furnished, upon
11 request, the name of each employee classified as a
12 Welder or Shipbuilder who, during the preceding month,
13 was given a welding test, the type of test given, and
14 whether he was certified.

15
16 (G) Apprentices shall not acquire seniority under the
17 provisions of this Section 17 except with respect to
18 other Apprentices employed by the Company. However,
19 Apprentices shall be given preference in accordance
20 with their respective length of continuous service with
21 the Company should it become necessary to lay off an
22 Apprentice to maintain the proper ratio of Apprentices
23 as provided for in the Standards of Apprenticeship
24 referred to in Section 16 hereof. Upon successful
25 completion of his or her Apprenticeship, an Apprentice
26 shall acquire seniority status in accordance with his
27 or her length of continuous service with the Company
28 from date of hiring.

29
30 (H) It is agreed that employees who have heretofore or
31 who may hereafter be transferred to a supervisory
32 position, and who have, as of the date of such
33 transfer, acquired a seniority status of at least one
34 (1) year within the bargaining unit represented by the
35 Union, will retain seniority accumulated as of the date
36 of transfer to such supervisory position; and if
37 subsequently retransferred into the bargaining unit,
38 their accumulated seniority will be reinstated.
39 Furthermore, if, during the first year of such
40 assignment to a supervisory position, the employee is
41 retransferred into the bargaining unit, the period of
42 such supervisory assignment will be recognized as
43 having been worked within the bargaining unit, and the
44 employee's seniority status will not be construed as
45 having been interrupted as a result of such supervisory
46 assignment.

1
2
3
4
5 SECTION 18

6 LEAVE OF ABSENCE

7 (A) Leave of Absence, without pay, shall be granted by
8 the Company to any employee for reasonable cause, with-
9 out prejudice to the employee's seniority or other
10 rights. Application for leave of absence must be made
11 in writing to a representative of the Company designated
12 by it for such purpose, and be approved in writing by
13 such Company representative, and a copy thereof given
14 to the Chief Shop Steward for the Union. Generally,
15 such leave of absence will be for a period of not more
16 than thirty (30) days, but may be extended for
17 reasonable cause by mutual agreement between the
18 Company and the Union. Any employee elected or
19 appointed as a Union Officer, or as a delegate to any
20 labor activity, necessitating leave of absence, shall
21 be granted such leave without pay for two terms of
22 office, or eight (8) years, whichever is the lesser,
23 subject to renewal at the end of such period at the
24 option of the Company. Employees granted leaves of
25 absence shall be re-employed by the Company at the end
26 of such leave if work is available in accordance with
27 their accumulated seniority and, in any event, shall be
28 re-employed as soon as work is available in accordance
29 with their seniority status. Any employee who, while
30 on leave of absence, obtains employment with another
31 employer without having obtained prior permission to do
32 so from the Company and the Union shall be subject to
33 discharge.

34 (B) In the event of a death in the immediate family
35 (mother, father, spouse, children, brother, sister,
36 grandparents, grandchildren, father-in-law, mother-in-
37 law, brother-in-law, sister-in-law) of an employee,
38 such employee shall be permitted to take such time off
39 as may be necessary, but not to exceed thirty (30)
40 calendar days. The employee shall notify the Company
41 as soon as possible of the necessity of such absence.

42 FUNERAL PAY

43
44 In the event of a death in an employee's immediate
45 family (mother, father, spouse, children, brother,
46 sister, grandparents, grandchildren, father-in-law,
47 mother-in-law, sister-in-law, brother-in-law,
48 stepchildren, and stepparents), the employee, upon
49 request, shall be excused and paid for up to three (3)
50 consecutive regular workdays, provided that the
51 employee attended the funeral, and relationship of the
52 deceased to the employee is verified, it being
53 understood that the paid time off is taken in
54 conjunction with the funeral services.

1 Payment shall be eight (8) times the employee's
2 straight time hourly rate, plus COLA for each full day
3 not worked. An employee shall not receive funeral pay
4 when it duplicates pay received for time not worked for
5 other reasons.

6
7 An employee shall be allowed an additional twenty-
8 seven (27) calendar days off as unpaid leave by
9 following the procedure set forth in Section 18(B).

10
11 (C) MILITARY LEAVE

12
13 (1) An employee who is drafted anytime, or who
14 enlists in the Armed Forces of the United States
15 during a National Emergency, and who is covered
16 under the provisions of any applicable Federal
17 Laws will be returned to his or her former or
18 substantially equivalent job if the following
19 conditions are complied with:

20
21 (a) Applies within ninety (90) days after
22 honorable discharge;

23
24 (b) Shall have stayed for only one (1) tour
25 of duty unless extended by the Government;

26
27 (c) Is still qualified to perform the duties
28 of such job, and whose seniority entitles such
29 employee to perform the available work.

30
31 It is understood that an employee will
32 continue to accrue seniority and pension
33 benefits during such military leave.

34
35 (2) MILITARY RESERVE PAY

36
37 An employee who is required to report for
38 annual two (2) consecutive weeks active duty
39 training in the National Guard or an Armed Forces
40 Reserve Unit shall, upon presentation of orders,
41 be excused from work for a period of ten (10) con-
42 secutive regular workdays and shall receive the
43 difference in pay between the gross amount
44 received in pay and allowances for such ten (10)
45 days of training and the amount the employee would
46 have received for the corresponding ten (10) regu-
47 lar workdays at his or her regular straight time
48 rate of pay plus COLA.

49
50 To be eligible for pay under this Section the
51 employee must submit the record of service and pay
52 completed by his Commanding Officer or other autho-
53 rized person.

1 (D) MATERNITY LEAVE

2
3 A maternity leave of absence shall be granted to
4 an employee upon written verification by a physician
5 that the employee is no longer capable of performing
6 her regular work.

7
8 Such leaves of absence will remain in effect for a
9 period not to exceed one (1) year so long as the
10 employee's physician certifies that she is unable to
11 return to her regular work.

12
13 (E) A leave of absence shall not result in loss of
14 employee's seniority. The employee shall make his or
15 her own arrangement for continuation of his or her
16 health and welfare payments during the leave period,
17 including employees who are on a non-industrial medical
18 leave of absence that exceeds thirty (30) days in
19 duration.

20
21 (F) JURY DUTY PAY

22
23 (1) JURY SERVICE

24
25 (a) When an employee is absent from work
26 during his or her regular eight hour shift or
27 regular five-day workweek in order to serve
28 as a juror or to report to the court in per-
29 son in response to a jury duty summons, he or
30 she shall be paid for those hours absent from
31 work less the fee or other compensation paid
32 him or her with respect to such jury service.

33
34 (b) If an employee assigned to swing or
35 graveyard shift is absent from work on such
36 shift on a calendar day he or she serves as a
37 juror, or reports to the court for that pur-
38 pose, such absence shall be deemed to be an
39 absence from work in order to serve as a
40 juror.

41
42 (c) Pay for work time lost while on jury
43 service not to exceed ten (10) work days per
44 year shall be computed at the employee's base
45 rate plus any COLA or shift premium in effect
46 at the time of such absence. In no case will
47 payment be made for jury service performed on
48 the sixth or seventh day of an employee's
49 regular assigned workweek, or for hours in
50 excess of the employee's regular eight-hour
51 shift.

52
53 (d) To receive pay for work time lost, an
54 employee must promptly notify the Labor
55 Relations Department of any notice he or she

1 receives to report for jury service and he or
2 she must provide the Company with a statement
3 by an official of the court certifying as to
4 the length of time and date of the employee's
5 appearance for service as a juror or
6 appearance in court for that purpose, the
7 date or dates of attendance and the compen-
8 sation paid him exclusive of transportation
9 allowance.

10
11 It shall be the responsibility of the
12 employee to be at work on any normally
13 scheduled workday when not actively engaged
14 on jury duty.
15

16
17 SECTION 19

18
19 GRIEVANCE PROCEDURE
20

21 (A) There may be appointed by the Union from among
22 its members employed by the Company a Chief Shop
23 Steward and an Assistant Chief Shop Steward on each
24 shift. In addition, the Union may appoint one Area
25 Shop Steward from each of the various areas
26 designated below on each shift:
27

- 28 (1) Structural and/or Plate Shop (including
29 Blacksmith Shop)
30
31 (2) Ways No. 1
32
33 (3) Ways No. 2
34
35 (4) Ways No. 3
36
37 (5) Ways No. 4
38
39 (6) Each ship being outfitted (New
40 construction)
41
42 (7) Ship Repair inside the yard (including
43 Electrical Shop)
44
45 (8) Pipe Shop (including Galvanizing)
46
47 (9) Sheet Metal Shop and 28th Street Area
48
49 (10) High Table
50
51 (11) Low Table
52
53 (12) South Assembly Platen Area

1 (13) Weld Out Area (the steward of the weld
2 out area shall also represent the employees
3 assigned to the Materials Dispatch Center).

4
5 (14) Table 9

6
7 (15) Table 10

8
9 (16) Lead Shop

10
11 (17) On Block Area
12
13

14 In the event any area mutually agreed not to be
15 covered above becomes a permanent operations area, an
16 Area Shop Steward may be appointed. Until such time as
17 an Area Shop Steward is appointed, such area shall be
18 serviced by the Chief Shop Steward for a reasonable
19 period of time.
20

21 A Shop Committee shall be established to process
22 and adjust grievances appealed from Step 1 to Step 2 in
23 accordance with subsection (D) of this Section. The
24 Union Business Agent (or a representative designated by
25 the Business Agent of the local Union), the Chief Shop
26 Steward (or Assistant Chief Shop Steward) and the Area
27 Shop Steward for the area from which the grievance ori-
28 ginated, shall constitute the Shop Committee.
29

30 The Union shall keep the company informed, in
31 writing, of the names of its members who have been
32 appointed as Stewards. Employees designated as Area
33 Shop Stewards shall perform their union activities
34 exclusively in the area and on the shift to which they
35 are assigned, and shall not be discriminated against
36 for performing their duties, as hereinafter provided,
37 nor shall any employee be discriminated against for
38 presenting a grievance or dispute or consulting with an
39 Area Shop Steward about any complaint or grievance he
40 may have.
41

42 (1) In the event the number of Iron Workers on
43 any vessel under construction on Ways 1, 2, 3, or
44 4, or in Outfitting or Repair, reaches 275 or more
45 on any shift, the Union may appoint one additional
46 Shop Steward on that vessel for such shift. One
47 Steward will be assigned fore and one Steward
48 assigned aft.
49

50 (B) After a grievance has been presented as provided
51 for in Subsection (D) hereof, no foreman, supervisor,
52 or other representative of the Company shall discuss
53 such grievance or dispute with the aggrieved

1 employee(s) unless the Area Shop Steward is present
2 during such discussion. An Area Shop Steward may leave
3 his or her job to handle grievances within his or her
4 assigned area only after notifying his or her super-
5 visor, indicating the reason that he or she needs to be
6 relieved from work, and his or her destination. An
7 Area Shop Steward shall be paid for time lost from work
8 while investigating a grievance in his or her assigned
9 area and in the processing of grievances under this
10 Section 19 which originate in his area on his or her
11 shift.

12
13 (C) Should a grievance or dispute arise between the
14 Company and the Union in connection with the
15 application, interpretation, or alleged violation of
16 any provision of this Agreement, exclusive of any
17 disputes involving the NASSCO Profit Sharing Plan, the
18 complaining or aggrieved party shall serve notice
19 thereof, in writing, stating the provision(s) of this
20 Agreement claimed to have been violated, the nature of
21 the complaint, work area, if any, and, if possible, the
22 date of such occurrence. Such notice shall be served
23 by the aggrieved party on the other not later than
24 thirty (30) days from the date the grievance or dispute
25 occurred (however, such thirty (30) day period shall
26 not apply to grievances or disputes involving improper
27 hourly rates of pay); and within the ten (10) workdays
28 immediately following receipt of such written notice, a
29 designated representative(s) of the Union and a
30 designated representative(s) of the Company shall make
31 an earnest effort to settle such grievance or dispute;
32 and failing to do so, the matter shall, upon written
33 notice of either party to the other, be submitted to
34 arbitration in accordance with the arbitration
35 provisions hereinafter set forth in Section 20 of this
36 Agreement, provided such written notice is given within
37 fifteen (15) workdays immediately following the
38 aforementioned ten (10) work day period. The ten (10)
39 workday and the fifteen (15) workday periods
40 hereinabove provided for may be extended by mutual
41 agreement between the Company and the Union.

42
43 (D) Should a grievance or dispute arise between the
44 Company and an employee(s) in connection with the
45 application, interpretation or alleged violation of any
46 provisions of this Agreement, exclusive of any disputes
47 involving the NASSCO Profit Sharing Plan, the aggrieved
48 employee(s) shall, within thirty (30) days from the
49 time the grievance or dispute occurs (however, such
50 thirty (30) day period shall not apply to grievances or
51 disputes involving improper hourly rates of pay),
52 present such grievance, in writing, on a regular
53 grievance form to the Area Shop Steward of the area in
54 which such employee(s) is employed, and not later than

1 the next regular workday the written grievance shall be
2 presented to such employee(s) foreman and processed on
3 such day as provided for in Step 1 below:

4
5 STEP 1. The aggrieved employee(s), the Area Shop
6 Steward, and the aggrieved employee(s)' Foreman
7 shall discuss such grievance, and the Foreman
8 shall render a decision, in writing, as soon
9 as possible and, in any event, within two (2)
10 workdays; and if such decision is acceptable,
11 it shall be signed by the aggrieved employee(s)
12 and the Area Shop Steward and the grievance in
13 question shall be considered settled. If the
14 Foreman's decision is not acceptable, the decision
15 shall not be signed by the Aggrieved employee(s)
16 or the Area Shop Steward and the grievance shall,
17 within three (3) workdays, be presented to be pro-
18 cessed in accordance with the provisions of Step 2.

19
20 STEP 2. Grievances or disputes which are not
21 settled as provided for in Step 1 above and which
22 are appealed to this Step 2 within three (3) work-
23 days after receipt of the decision of the Foreman
24 as provided for in Step 1 above shall, not later
25 than three (3) workdays after such grievance or
26 dispute has been appealed to this Step 2, be pro-
27 cessed by the Shop Committee, a representative of
28 the Union, and a designated representative(s) of
29 the Company; and such Company representative shall
30 render his or her decision, in writing, within five
31 (5) workdays following the discussion of such
32 grievance or dispute; and if such decision is
33 acceptable, it shall be signed by the aggrieved
34 employee(s), each member of the Shop Committee,
35 and the representative of the Union, and the
36 grievance or dispute in question shall be con-
37 sidered settled. In the event such decision is
38 not rendered within the aforementioned time
39 limits, it shall be considered as settled in the
40 Union's favor. If such decision is not acceptable,
41 it shall not be signed by either of the afore-
42 mentioned and, upon written request of the Company
43 or the Union, the grievance in question shall be
44 submitted to arbitration in accordance with the
45 arbitration provisions hereinafter set forth in
46 Section 20 of this Agreement, provided such written
47 request is made within thirty (30) calendar days
48 following the date the Company's representative
49 renders his or her written decision, as provided
50 for in this Step 2.

1
2 All grievances not filed properly as provided in
3 Step 1 or 2 above shall be considered void and not
entitled to consideration. However, the time

1 limits hereinabove set forth in Step 2 may be
2 extended by mutual agreement (in writing) between
3 the Company and the Union. It is agreed the
4 processing of grievances in Steps 1 and 2 of this
5 Subsection shall be during regular scheduled work
6 hours, without the loss of pay to the Area Shop
7 Steward involved, it being understood that such
8 privilege shall not be abused.
9

10 (E) The Shop Stewards provided for and mentioned in
11 this Section 19 shall have and possess power and
12 authority to act for and bind the Union only in connec-
13 tion with those functions, rights, obligations, and
14 matters provided for in this Agreement. They shall not
15 have, or be deemed to have, any other authority to act
16 for or bind the Union. Specifically, no Shop Steward
17 has any authority, real or apparent, to act for or in
18 behalf of the Union in any matter contrary to or in
19 violation of any applicable section or provision of the
20 Labor-Management Relations Act, 1947, as amended, in
21 the matter of hiring or firing employees, or disciplin-
22 ing, demoting or punishing employees, or discriminating
23 against employees, or altering, suspending, or ter-
24 minating all or any part of this Agreement, calling or
25 causing or inducing strikes, work stoppages or
26 picketing, or establishing boycotts. Nor shall the
27 fact that any such Shop Steward has, on one or more
28 occasions, assumed authority to act for the Union in
29 connection with matters for which he or she is not
30 hereby authorized to act in behalf of the Union be
31 deemed evidence of any real or apparent authorization
32 by the Union of such activities by the Shop Steward,
33 unless the Company shall have given the Union written
34 notice of such activity or activities of the Shop
35 Steward, and the Union, within a reasonable time
36 thereafter, has failed to post notices on the Bulletin
37 Boards located on the Company's premises directing such
38 Shop Steward to cease and desist from such activities
39 and proclaiming that he or she has acted beyond the
40 scope of the authority granted him or her by the Union.
41

42 (F) All grievance awards (including those won in
43 arbitration) that involve the payment of wages will be
44 included and designated on an employee's paycheck.
45 Those awards that involve the reimbursement for costs
46 incurred by an employee will be paid on a separate
47 check and will be forwarded to the Union for
48 disbursement.

1 SECTION 20

2
3 ARBITRATION
4

5 (A) Any grievance or dispute between the Company and
6 the Union or between the Company and an employee(s),
7 exclusive of any disputes involving the NASSCO Profit
8 Sharing Plan, that has been processed in accordance
9 with the provisions of the preceding Section of this
10 Agreement and is not satisfactorily settled shall be
11 submitted to arbitration upon the written request of
12 either the Company or the Union to the other, provided
13 such written request is made in accordance with the
14 provisions specified in Step 2, Subsection (D) of the
15 preceding Section. During the five (5) work days
16 immediately following receipt of such written request,
17 a representative(s) of the Company and a
18 representative(s) of the Union shall meet and attempt
19 to agree upon an impartial Arbitrator, and if an
20 impartial Arbitrator is not agreed upon within the
21 aforementioned five (5) workday period, the Director of
22 the Federal Mediation and Conciliation Service shall be
23 requested by either the Company, the Union, or both, to
24 submit to the parties the names of seven (7)
25 disinterested persons who shall be members of the
26 National Academy of Arbitrators to act as impartial
27 Arbitrators. If either the Company or the Union feels
28 that the names submitted are unsatisfactory, then
29 either the Company or the Union, or both, may request
30 another such list of disinterested and qualified
31 persons willing to act as impartial Arbitrators.
32 Within ten (10) work days following receipt of such
33 list, or such additional list, a representative(s) of
34 the Company and a representative(s) of the Union shall
35 meet and each shall alternately strike one name from
36 such list until six (6) names have been eliminated, and
37 the person whose name remains on the list shall be
38 selected to act as the impartial Arbitrator, and the
39 Director of the Federal Mediation and Conciliation
40 Service shall be notified accordingly.
41
42 (B) The arbitration proceeding shall be held and con-
43 cluded during the sixty (60) day period immediately
44 following the selection of the Arbitrator. If both the
45 company and the Union desire a transcript of the pro-
46 ceedings, the cost thereof shall be borne jointly by
47 the Company and the Union; otherwise, if only one of
48 the parties desires such transcript, the cost shall be
49 borne by the party desiring same. The question to be
50 decided by the Arbitrator shall be as contained in the
51 written grievance or dispute which has been processed,
52 as provided for in the preceding Section of this
53 Agreement, provided, however, that the parties, by
54 mutual agreement may stipulate in writing the issue to

1 be decided upon. In any case where the parties
2 mutually agreed to direct the Arbitrator to render a
3 "bench decision" the Arbitrator shall be so notified at
4 the time he or she is advised of his or her selection
5 as the Arbitrator. Except in "bench decision" cases,
6 the Arbitrator shall render his or her decision in
7 writing within thirty (30) days immediately following
8 the conclusion of the Hearing or Hearings, as the case
9 may be. The decision of the Arbitrator so rendered
10 shall be final and binding upon the employee(s)
11 involved, if any, and upon the parties to this
12 Agreement, and judgement thereon may be entered in any
13 court having jurisdiction. The compensation and
14 necessary expenses of the Arbitrator shall be borne
15 equally by the Company and the Union.

16
17 (C) The decision of the Arbitrator shall be based
18 solely on the interpretation of the appropriate provi-
19 sions of this Agreement applicable to the grievance or
20 dispute, and he or she shall not add to, subtract from,
21 modify, or disregard any of the terms or provisions of
22 this Agreement. Only matters involving an alleged
23 violation, application, or interpretation of the
24 agreement shall be arbitrable.

25
26 (D) The Arbitrator is hereby authorized and empowered
27 with the authority to make a Decision and Award
28 retroactive if, in his or her judgement, circumstances
29 justify retroactivity. However, any such retroactive
30 payments shall be limited to a period of thirty (30)
31 calendar days prior to the filing of the grievance.
32 Furthermore, should a dispute arise between the Company
33 and the Union as to the interpretation or construction
34 to be placed upon the Award made by the Arbitrator, as
35 hereinabove provided for, the Arbitrator who made the
36 Award may, upon request of either the Company or the
37 Union, construe or interpret the Award so far as
38 necessary to clarify same but without changing the
39 substance thereof, and such interpretation shall be
40 made in writing and shall be binding upon all parties.

41
42 (E) The Arbitrator is hereby prohibited from publish-
43 ing or circulating the Award in any manner whatsoever
44 without obtaining prior written permission from the
45 Company and the Union.

46
47 (F) The provisions for arbitration set forth in this
48 Section are not intended and shall not be construed to
49 empower an Arbitrator to change any condition of
50 employment specifically covered by the provisions of
51 this Agreement, or to revise, modify, or alter, in any
52 respect, any provision contained in this Agreement; nor
53 shall the provisions for arbitration apply to any

1 dispute as to the terms or provisions to be incor-
2 porated in any proposed new agreement between the
3 Company and the Union, or any amendment to this
4 Agreement.

5
6 (G) It is understood and agreed that the Company and
7 the Union may, by mutual agreement, extend in writing
8 any of the time limits hereinabove set forth.

9
10
11 SECTION 21

12 STRIKES AND LOCKOUTS

13
14
15 (A) The Company agrees not to cause, permit or engage
16 in any lockout of its employees during the term of this
17 Agreement, except for the refusal of the Union to pro-
18 cess a grievance in accordance with the grievance pro-
19 cedure of this Agreement or refusal of the Union to
20 submit to arbitration in accordance with the arbitra-
21 tion provisions of this Agreement, or failure on the
22 part of the Union to comply with the award of the
23 Arbitrator. The Union agrees that neither it nor its
24 members individually or collectively will, during the
25 term of this Agreement, cause, permit or take part in
26 any strike, picketing, sit-down, stand-in, slow-down,
27 or curtailment or restriction of production or inter-
28 ference of work in or about the Company's plants or
29 premises, except for refusal of the Company to process
30 a grievance in accordance with the grievance procedure
31 of this Agreement, or refusal of the Company to submit
32 to arbitration in accordance with the arbitration pro-
33 visions of this Agreement, or failure on the part of
34 the Company to comply with the award of the Arbitrator

35
36 (B)

37
38 (1) The Company and the Union agree that the
39 grievance procedures provided herein are adequate
40 to provide a fair and final determination of all
41 grievances arising under the terms of this contra-

42
43 It is the desire of the Union and the Company
44 to avoid strikes and work stoppages.

45
46 (2) If, as a result of the failure of an employe
47 to exhaust all grievance procedures available
48 under the contract, a work stoppage, intentional
49 slow-down of production or strike occurs and such
50 employe is disciplined, which may include
51 discharge, the disciplinary action (including the
52 alleged guilt) taken by the Company shall be sub-
53 ject to the grievance procedure up to and
54 including arbitration. However, no disciplinary

1 action shall be taken against any employee sub-
2 sequent to one week from the time the action
3 complained of occurred. The term "intentional
4 slow-down of production" shall mean a condition
5 of willful restriction or reduction of production
6 by any employee which is within such employee's
7 reasonable control.
8

9 (3) During any period in which employees are
10 engaged in any work stoppage, strike or inten-
11 tional slow-down of production before all avail-
12 able settlement procedures provided in the
13 contract have been exhausted, the Company will not
14 be required to bargain with representatives of the
15 Union with respect to the employees engaged in
16 such work stoppage, strike or intentional
17 slow-down of production.
18

19 (4)

20
21 (a) In any case where a work stoppage or
22 strike occurs because of a grievance
23 which is arbitrable under the contract
24 without all available procedures having
25 been exhausted the Union will, in its
26 discretion, or upon proper signed
27 notification by the Company to the Union,
28 post the following notice throughout the
29 entire plants affected thereby, on the
30 Union's bulletin boards referred to in this
31 contract, and mail to each employee at his
32 last known address:
33

34 "To All Members of SHOPMEN'S LOCAL UNION
35 NO. 627 of the INTERNATIONAL ASSOCIATION OF
36 BRIDGE, STRUCTURAL AND ORNAMENTAL IRON
37 WORKERS:
38

39 "Dated"

40
41 You are advised that certain Action took
42 place today in this plant. This Action was
43 unauthorized by both the Local and Inter-
44 national Union.
45

46
47 You are directed to promptly return to
48 your respective jobs and to cease any action
49 which may adversely affect production. The
50 grievance(s) in dispute will be processed
51 through the regular grievance procedures pro-
52 vided for in your contract.

1 If conditions do not return to normal
2 immediately, we feel that the Company is
3 justified in permanently replacing you with
4 new employees."

5
6 It is agreed that an authorized officer
7 of the Local Union and/or an authorized
8 officer of the International Union shall sign
9 the above notice referred to.

10
11 (b) Upon notification given the Union by
12 the Company that the action referred to in
13 the preceding subsection has not brought
14 about a termination of such work stoppage,
15 strike or intentional slow-down of produc-
16 tion, the Union will take such further steps
17 as it, in its discretion, considers reason-
18 able and appropriate under the circumstances
19 to bring about compliance with the notice
20 referred to in Subsection (a) above.

21
22 (5) The Company agrees that in consideration of
23 the performance by the Union of the undertakings
24 herein assumed by it in Subsection (4) hereof
25 with respect to the termination of unauthorized
26 strikes, and work stoppages, there shall be no
27 liability by suit for damages on the part of the
28 Union, its officers, agents or members, for breach
29 of contract of any kind or character whatsoever.

30
31 (C) Notwithstanding anything in this Agreement to the
32 contrary, it shall not be a violation of any term or
33 provision of this Agreement for any employee of the
34 Company, to whom this Agreement is applicable, to
35 refuse to cross a picket line legally established
36 against the Company, at the Company's plant or plants
37 covered by this Agreement, by any Union, provided the
38 Union that called the strike or established the picket
39 line is the bargaining representative of a unit
40 comprised of employees of the Company employed in or
41 about such plant or plants of the Company, and provided
42 that the strike or picket line has been authorized or
43 sanctioned by the International of the Union that
44 called the strike or established the picket line.
45 Furthermore, in the event a strike occurs or a picket
46 line is established, at the Company's plant or plants
47 covered by this Agreement, as hereinabove provided,
48 then in that event, no employee covered by this
49 Agreement shall be required by the Company to perform
50 any of the work operations which would normally be per-
51 formed by employees comprising the bargaining unit
52 represented by the Union that called such strike or
53 established such picket line.

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SECTION 22

PLANT VISITATION

An authorized representative of the Union, the appropriate Chief Steward and/or the Area Shop Steward involved in the matter under investigation or representative(s) of the International Union shall be permitted to visit the offices of the Company at all reasonable hours and after notifying a representative of the Company, designated by it for such purpose, shall be permitted to enter the Company's plants during working hours to investigate any matter covered by this Agreement, unless prohibited from doing so by applicable Federal Security regulations; but he or she shall in no way interfere with the progress of the work. He or she shall, however, be permitted to confer with stewards and other employees in the course of investigating any matter covered by this Agreement.

SECTION 23

BULLETIN BOARDS

Bulletin Boards shall be made available by the Company for the exclusive use of the Union for the posting of Union notices relating to meetings, appointment of committees, election of officers, seniority schedules, dues and financial affairs of the Union, grievance settlements, arbitration awards, the results of mutual agreements reached with the Company relating to the application or interpretation of this Agreement, entertainment, and health and safety.

SECTION 24

SAFETY AND HEALTH

(A) SAFETY

(1) The Company shall exert every reasonable effort to provide and maintain safe working conditions. The Union shall cooperate to that end and encourage its members to work in a safe manner and exercise good housekeeping in accordance with existing practices.

(2) Union/Management Joint Safety Committee

(a) In order to promote safety in the yard, a Joint Health and Safety Committee shall be established consisting of Union Health and

1 Safety Representatives, one (1) member from
2 each Union, and at least two (2) regular
3 management representatives. The Union may
4 designate an alternate member who may attend
5 the meeting in the absence of the regular
6 member. The Business Agents will advise the
7 Company, in writing, of the names of the
8 Company's employees who will serve as Union
9 members on the Committee. The Committee will
10 meet once each month (unless the combined
11 bargaining unit work force is greater than
12 3500 employees, then the committee will meet
13 twice each month) at a time mutually agreed
14 upon for a period not to exceed four (4)
15 hours; such four (4) hours may include a yard
16 inspection tour if requested by either
17 Company or Union representative. The Union
18 Committee members will suffer no loss of
19 straight time pay for attending these
20 meetings and yard inspection tours.

21
22 (b) Purpose of the Committee

23
24 The Committee shall meet for the follow-
25 ing purposes:

- 26
27 1. To discuss safety and sanitation
28 problems, and to make recommendations on
29 any unsafe or unhealthy conditions that
30 may exist.
31
32 2. To review reports on shop accidents
33 and industrial illnesses, their cause
34 and prevention, and to review pertinent
35 statistical data relating to industrial
36 accidents and illnesses.
37
38 3. To review shop rules governing
39 safety and sanitation in the plant, and
40 to recommend changes and
41 encourage adherence.
42
43 4. To review reports by the Safety
44 Manager on the action taken or progress
45 made in connection with recommendations
46 made by the Committee at its previous
47 meeting.
48
49 5. To review material data sheets as
50 requested. If these are not available,
51 any record which identifies the toxic
52 substances or harmful agents by their
53 common generic or chemical name will be
54 reviewed.

1 6. To review, upon request, tests,
2 results, and methods utilized by the
3 Company Industrial Hygienist, Medical
4 Department, and Safety Department
5 personnel in monitoring for hazards.
6

7 (c) A Union Committee member will be
8 designated as Secretary with the
9 responsibility of recording and distributing
10 the summary Minutes within one (1) week to
11 the Company President's Central Safety
12 Committee, Company President, Senior Vice
13 President of Operations, Manager of
14 Industrial Relations, the Production
15 Management Safety Committee, Union Business
16 Agents, Chief Shop Stewards, and members of
17 the Committee. A representative of the
18 Safety Department will serve as Chairman at
19 the meeting, and will have the responsibility
20 of distributing the Agenda and arranging for
21 appropriate meeting times and locations.
22

23 (d) A member of the Executive Safety
24 Committee who is also a senior member of
25 management will periodically attend the Joint
26 Union/Management Safety Committee Meetings.
27

28 (e) All parties agree that the basic purpose
29 of the Joint Union/Management Safety
30 Committee is to assist, through cooperation
31 and education, in eliminating causes for
32 industrial accidents and industrial
33 illnesses, and that any use of the Committee
34 for political or propoganda purposes violates
35 the spirit and intent of this Article.
36

37 (3) OSHA Inspection
38

39 The Union Health and Safety Representative
40 and the Chief Shop Steward shall be allowed, with
41 no loss of straight time pay, to accompany the
42 representative of OSHA on any tours of inspection
43 in the yard related to work covered by this Agree-
44 ment.
45

46 (4) The seven Unions combined shall be allowed to
47 appoint one full-time Company paid Union Health
48 and Safety Representative from among Company
49 employees on the first shift provided that there
50 are at least 600 bargaining unit employees on the
51 first shift. Should the number of bargaining unit
52 employees on the first shift be at least 1300,
53 another such Union Health and Safety
54 Representative may be appointed. Should there be

1 at least 400 bargaining unit employees on the
2 second or third shift, another such Union Health
3 and Safety Representative may be appointed.
4

5 If the Union feels that it is necessary for
6 for a Union Health and Safety Representative to
7 provide part time coverage for a shift that does
8 not have the required number of employees, such
9 shift coverage may be made by mutual agreement
10 between the Union Health and Safety Representative
11 and the Safety Department.
12

13 (a) If an Area Shop Steward deems a job
14 unsafe, the Union Health and Safety
15 Representative will be notified for imme-
16 diate consultation.
17

18 (b) The Union Health and Safety Represen-
19 tative will test hazardous areas and will
20 have access to Company-provided test
21 equipment.
22

23 Training will be provided by the
24 Company in the operation and handling of
25 above-mentioned equipment.
26

27 (c) The Union Health and Safety
28 Representative will have access to any
29 part of the yard, during all three
30 shifts, when the regularly designated
31 Union Health and Safety Representative on
32 that shift is absent from work, or the number
33 of employees is not sufficient to have a
34 regular Safety Representative.
35

36 (d) New employees will continue to be
37 given a safety orientation by the
38 Company Safety Department; part of the
39 safety orientation will be given by the
40 Union Health and Safety Representative.
41 The Union Health and Safety Representa-
42 tive will also participate in any ongoing
43 employee training programs.
44

45 (e) The Union Health and Safety
46 Representative shall be provided with
47 office space, telephone and a serviced
48 paging unit within the Safety Department.
49

50 (5) Area Shop Stewards on each shift, as defined
51 in Section 19 (A), shall be allowed the first
52 half hour of the shift (with no loss of straight
53 time pay) to make a safety survey of his or her
54 assigned area, and to submit to the appropriate

1 supervisor a list of items the steward feels are
2 hazardous. In the event a shop steward finds an
3 employee violating Company safety regulations
4 including, but not limited to, failure to use
5 appropriate safety equipment, the steward will
6 inform the employee that he or she is violating a
7 safety regulation which could result in
8 disciplinary action if the employee is observed.
9 At the discretion of management, supervisors may
10 accompany the shop steward on his or her safety
11 survey.
12

13 (6) If an employee claims, based on objective
14 facts reasonably interpreted, that a job
15 assignment is either abnormally unsafe or might
16 unduly endanger an employee's health, and for that
17 reason refuses to perform the job assignment, the
18 employee shall not be disciplined for such refusal
19 until determination has been made that such job
20 assignment conforms with State and Federal laws,
21 and with National Steel and Shipbuilding's Safety
22 work standards. No other employee will be
23 assigned the work that is being questioned.
24

25 In the above situation, the Foreman shall
26 contact (1) the appropriate Area Steward, and
27 (2) the General Foreman and/or Superintendent.
28 The assignment shall be discussed at this level
29 to determine if the job assignment is proper. If
30 disagreement still exists, the Safety Department
31 representative will be called for an evaluation of
32 the work assignment.
33

34 Pending determination as provided for in the
35 preceding paragraph, the employee may be given
36 work elsewhere if such work is available. If no
37 work is available, the employee shall be sent home
38 pending determination on the initial assignment.
39

40 The employee and the Area Steward will be
41 advised by the Company of the Safety Department's
42 determination. If the Safety Representative
43 determines the job is a safe and proper
44 assignment, the employee will be assigned the work
45 in question.
46

47 In the event the employee then refuses to
48 perform the assigned work, the Company may take
49 appropriate disciplinary action.
50

51 In the event the job was determined to be
52 unsafe under the above procedure, the employee
53 shall be compensated for time lost.

1 The employee shall have the right to file
2 a grievance if the Company fails to follow the
3 procedure outlined in this Section, and/or
4 disciplinary action occurs as a result of
5 action taken by the Company.
6

7 Any individual exercising rights granted by
8 this Section shall not be deemed in violation of
9 Section 21, Strikes and Lockouts, if that
10 individual has complied with the procedures set
11 set forth above, has acted upon objective facts
12 reasonably interpreted in exercising such rights,
13 and has taken immediate, good faith action to expose
14 and, where feasible, define and resolve the health
15 and/or safety problem giving rise to the individual's
16 exercise of said rights.
17

18 (7) The Company agrees that no employee shall be
19 required to use open flames at any time in hazar-
20 dous proximity to flammable materials being used
21 or applied on or aboard any vessel.
22

23 (8) The Company may require employees to wear
24 personal protective equipment as determined
25 necessary for the requirements of safety and
26 health, which shall be supplied by the Company in
27 accordance with present practices such as, but
28 not limited to; gas masks, plastic face shields,
29 respirators, rubber gloves, hard hats, safety
30 glasses, safety belts, life saving gear, rubber
31 aprons, and ear plugs.
32

33 Protective clothing and footwear suitable for
34 working in water (such as, but not limited to, the
35 Graving Dock) shall be provided to the employee as
36 may be necessary.
37

38 It is understood that when an employee is
39 issued personal protective equipment as outlined
40 in the two (2) paragraphs above, such employee
41 assumes responsibility for these items until re-
42 turned to the Company. In cases where damage,
43 loss, or wear is caused by carelessness or neglect,
44 the employee must pay the replacement cost.
45

46 (9) The Company and the Union agree that it is in
17 the best interests of all employees to train
8 leadmen, working foremen and shop stewards in
9 appropriate methods of detecting and eliminating
1) safety hazards, unsafe work practices, and
violations of Company safety regulations. To this
end the Company will offer periodic safety
training programs for leadmen, working foremen and
shop stewards, not to exceed four (4) hours per

1 year with the understanding that for each hour of
2 Company paid training, those employees will be
3 required to attend off duty safety training
4 programs provided by the Union for the same number
5 of hours.

6
7 (10) Any medical surveillance conducted by the
8 Company, including routine testing programs re-
9 quired by OSHA standards, periodic medical evalu-
10 ations and/or research programs, will be subject
11 to the following:

12
13 (a) A full report must be made to each
14 individual employee about his or her
15 medical findings.

16
17 (b) The Company will provide to the
18 Union, upon reasonable request, existing
19 summary reports without revealing iden-
20 tities of those examined.

21
22 (11) Whenever an employee or designated represen-
23 tative, with the written consent of the employee,
24 requests access to medical or exposure records,
25 the Company shall provide copies without delay in
26 accordance with applicable State and Federal laws
27 and regulations.

28
29 (12) The Company agrees to abide by Federal
30 Regulations 29 CFR 1910, 1915, 1916 with regard
31 to activities relating to confined spaces as
32 defined in the above-cited Federal Regulation.

33
34 (13) On vessels where two hundred (200) or more
35 persons are aboard at one time, at least two (2)
36 gangplanks shall be provided where practicable.

37
38 (B) Sanitation

39
40 (1) Suitable lockers, washrooms, and potable
41 drinking water shall be available for all
42 employees.

43
44 (2) All toilets and washrooms shall be kept in a
45 clean and sanitary condition, and adequate
46 quarters shall be available for employees to
47 change and dry their clothes. Lunch facilities
48 shall be separate from toilet facilities.
49 Adequate washing facilities shall be provided by
50 the Company. Lunch tables and benches will be
51 located throughout the yard. Employees may eat
52 aboard ship.

1 (3) The Union agrees to cooperate with the
2 Company to maintain a clean and sanitary place to
3 work and eat.
4

5 (4) Whenever 200 or more employees are working
6 aboard a New Construction or Conversion vessel
7 within the yard, the Company agrees to provide
8 two wash basins aboard the vessel for employee
9 use. The Company also agrees that where
10 practicable these same arrangements will be
11 made for Repair vessels within the yard.
12

13 (C) TOOLS - LOCKUP SPACE
14

15 (1) Suitable lockup space shall be provided for
16 employees' tools and so posted. The Company will
17 pay for or replace tools stolen from Company-
18 designated lockup areas including Company-assigned
19 personal lockers. In addition, it is agreed that
20 employees shall not be responsible for tools
21 issued to them which cannot be returned to or
22 stored in Company-designated lock-up space because
23 of their continued use at the time the employee
24 leaves the yard. Employees who will be absent
25 from the plant for more than five (5) working days,
26 or transferred to limited duty work and not using
27 their tools, must arrange to have their tools
28 removed from the Company-authorized gang box
29 and/or storage areas and removed from the plant or
30 given to the Security Office for safekeeping.
31 Failure to follow the preceding procedure removes
32 any liability from the Company for payment or
33 replacement of such tools.
34
35

36 SECTION 25
37

38 SAVING CLAUSE
39

40 It is assumed by the parties hereto that each
41 provision of this Agreement is in conformity with all
42 applicable laws of the United States and of the State
43 of California. Should it later be determined that it
44 would be a violation of any legally effective Govern-
45 mental or State Order or Statute to comply with any
46 provision or provisions of this Agreement, the parties
47 hereto agree to renegotiate such provision or provisions
48 of this Agreement for the purpose of making them con-
49 form to such Governmental or State Order or Statute so
50 long as they shall remain legally effective, and the
51 other provisions of this Agreement shall not be
52 affected thereby.

SECTION 26

WORK OUTSIDE THE YARD

(A) It is agreed that, should the Company undertake ship or marine repair work or ship construction work incidental thereto, which is to be done at other San Diego Bay and Harbor Facilities (at locations other than in the Company's shipyard), employees comprising the bargaining unit represented by the appropriate Union may be assigned by the Company to perform such work, and while engaged in connection therewith, all of the provisions of the collective bargaining agreement shall apply to such employees. At the time such employees are assigned to such work the Company will advise the Union's Chief Shop Steward (or Assistant Chief Shop Steward when serving as Chief Shop Steward), of the location of such work, the name and number of the vessel, and the names of employees to be assigned to such work. If the Business Agent so desires, he or she may designate one of such employees at each location to act as steward during the period of such assignment.

In the event an employee is required to travel during regular work hours of his or her shift, between the Company's shipyard and the location where such work is to be performed, the time involved in connection with such traveling shall be paid for in accordance with the applicable rate for such employee.

If an employee is instructed to and required by the Company to report to the shipyard prior to the commencement of his or her regularly scheduled shift for the purpose of being transported to a job assignment away from the shipyard, such employee shall be paid the applicable overtime rate for such transportation time. The bus is not to leave the yard more than fifteen (15) minutes prior to the shift starting time or return to the yard more than fifteen (15) minutes after quitting time of the shift. The above provisions shall not apply to employees who have the options of providing their own transportation to the outside work location.

The Company agrees to pay all toll and parking fees if necessary, incurred in conjunction with reporting to work assignments outside the yard.

(B) The Company agrees to furnish covered transportation when transporting employees to and from jobsites in inclement weather.

1 SECTION 27

2
3 PROGRESS MEETINGS

4
5 Members of senior management of the Company will
6 meet semi-annually with a group consisting of three (3)
7 representatives from each Union (two representatives
8 may be full time company employees, and will be paid
9 at their regular rate while attending) to discuss mat-
10 ters of mutual interest. The first meeting of each
11 calendar year will include a "State of the Company"
12 presentation by the Company President or his designee.
13 Typical subjects for discussion at these meetings will
14 be safety, anticipated work load, expansion or contrac-
15 tion plans, and schedules. Expressly excluded from
16 discussion will be any matters which are proper sub-
17 jects for the grievance procedure.

18
19
20 SECTION 28

21 INTERIM AMENDMENT

22
23
24 This Agreement may be amended at any time by an
25 agreement in writing, executed by the parties hereto
26 and approved as to form by the International. The
27 party desiring such an amendment shall submit a propo-
28 sal thereof in writing to the other party, which shall
29 be entitled "Request for Interim Amendment", and specify
30 that it is given under this Section 28; and upon receipt
31 thereof the other party shall promptly consider such
32 proposal and if requested to do so, discuss it with the
33 other party proposing the amendment. The giving of
34 such written "Request for Interim Amendment" shall in
35 no way affect or result in a termination or expiration
36 of the Agreement or prevent or obstruct any continuation
37 or renewal thereof.

38
39 It is expressly understood that if any disagree-
40 ment should arise between the parties as to any
41 "Request For Interim Amendment" submitted by either
42 party under this Section 28, such disagreement shall
43 not be reviewable under the grievance procedure set
44 forth in Section 19, nor arbitrable under the arbitra-
45 tion provisions and procedure set forth in Section 20
46 of this Agreement.

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SECTION 30

DURATION AND TERMINATION

This Agreement, with any amendments thereof made as provided for therein, shall remain in full force and effect until midnight of September 30, 1992 and, unless written notice be given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to such date of a desire for change therein or to terminate the same, it shall continue in effect for an additional year thereafter. In the same manner, this Agreement, with any amendments thereof, shall remain in effect from year to year thereafter, subject to termination at the expiration of any such contract year upon notice in writing given by either party to the other at least sixty (60) days and not more than ninety (90) days prior to the expiration of such contract year. Any such notice as hereinabove provided for in this Section, whether specifying a desire to terminate or to change at the end of the current contract year, shall have the effect of terminating this Agreement at such time. However, if the notice given is entitled "Request for Interim Amendment" and specifies that it is given under Section 28 hereof, it shall not prevent the continuance of this Agreement for an additional year even though given within the time prescribed in this Section.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of this 2nd day of September, 1988, in the city of San Diego, State of California.

FOR SHOPMEN'S LOCAL UNION NO.
627 OF THE INTERNATIONAL
ASSOCIATION OF BRIDGE, STRUCTURAL
AND ORNAMENTAL IRON WORKERS

BY /s/
PRESIDENT, Thomas J. McCammon

BY /s/
RECORDING SECRETARY, Robin Cullum

1 APPROVED AS TO FORM:
2 INTERNATIONAL ASSOCIATION OF
3 BRIDGE, STRUCTURAL AND ORNAMENTAL
4 IRONWORKERS.

5
6 /S/ _____
7 Dennis R. Toney
8 Official Authorized to Sign
9

10
11
12
13 NATIONAL STEEL AND SHIPBUILDING COMPANY
14
15

16
17 BY /S/ _____
18 Richard H. Vortmann
19 President
20

21
22 BY /S/ _____
23 Carl W. Hinrichsen
24 Manager, Industrial Relations
25

26
27 BY /S/ _____
28 Ronald D. Webb
29 Manager, Labor Relations
30

31
32 BY /S/ _____
33 Edward A. Ott
34 Manager, Personnel Services
35 and Security

1 MEMORANDUM OF UNDERSTANDING

2
3 SEA TRIALS

4
5 Employees engaged in Sea Trials shall receive
6 twelve (12) hours' pay at their regular straight time
7 hourly rate for eight (8) hours of actual work, or less,
8 within a twenty-four (24) hour period. All hours of
9 actual work in excess of eight (8) hours within a
10 twenty-four (24) hour period shall be paid for at one
11 and one-half (1½) times the employee's regular
12 straight time hourly rate. Meals and room accom-
13 modation to be furnished by the employer. Partial
14 watches or extended watches may be worked.
15

16 If a Sea Trial takes place on Saturday, Sunday, or
17 a holiday, the first eight (8) hours will be paid at
18 two (2) times the employee's straight time hourly rate,
19 in addition to holiday pay if applicable under Section
20 9. All work actually performed on Saturday, Sunday, or
21 a holiday in excess of eight (8) hours shall be paid at
22 two (2) times the employee's straight time hourly rate.
23

24 Sea Trials shall commence with the securing of the
25 brow to normal traffic, and will cease upon opening the
26 the ship's brow to normal traffic.
27

28
29 Dated the 2nd day of September, 1988.

30
31 NATIONAL STEEL AND SHIPBUILDING COMPANY

32
33
34 /s/
35 Carl Hinrichsen
36 Manager, Industrial Relations
37

38
39 SHOPMEN'S LOCAL UNION NO. 627 OF
40 THE INTERNATIONAL ASSOCIATION OF
41 BRIDGE, STRUCTURAL AND ORNAMENTAL
42 IRON WORKERS
43

44
45 /s/
46 Robert Godinez
47 Business Agent

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MEMORANDUM OF UNDERSTANDING

CHIEF SHOP STEWARDS

(A) It is understood and agreed that during any period when six-hundred (600) Ironworkers or more are employed by the Company on any shift, the Union may designate an employee of the Company as Chief Shop Steward on such shift who shall not be required to perform the work duties of his assigned classification on that shift. When not required to perform work duties of his assigned classification under the foregoing, said Chief Shop Steward shall be paid the regular straight-time hourly rate of pay of his assigned classification during the regularly scheduled hours of his or her shift, Monday through Friday, (not to exceed forty (40) hours per week) provided he or she is present at the Company's shipyard during such hours.

(B) In the event it is necessary for a Chief Shop Steward to leave the yard or other Company operation in the performance of his or her duties as Chief Shop Steward, he or she shall do so only after advance notice by the Business Agent of the Union to the Company's Industrial Relations Manager or his designated representative.

(C) It is the purpose and intent of this memorandum of agreement to provide each Chief Shop Steward with sufficient time to perform communications and administration necessary to the day-to-day investigation and processing of complaints and grievances under the provisions of Section 19 of the Agreement between the Company and the Union. It is specifically intended that each Chief Shop Steward serving as full time "walking steward" in the Company's yard shall, to the fullest extent possible, relieve the Area Shop Stewards of the need to interrupt their work or leave their assigned working area in the performance of their duties as Shop Stewards.

(D) The foregoing shall be applicable only to the aforementioned Chief Shop Stewards, and all other Union Stewards shall be working employees who shall absent themselves from their duties only such time as may be reasonably necessary to perform their duties as Stewards under the provisions of Section 19 of the Agreement between the Company and the Union.

1 Dated the 2nd day of September, 1988.
2
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4

5 NATIONAL STEEL AND SHIPBUILDING COMPANY
6
7

8 /s/

9 _____
10 Carl Hinrichsen
11 Manager, Industrial Relations
12
13

14 SHOPMEN'S LOCAL UNION NO. 627 OF
15 THE INTERNATIONAL ASSOCIATION OF
16 BRIDGE, STRUCTURAL AND ORNAMENTAL
17 IRON WORKERS
18
19
20

21 /s/

22 _____
23 Robert Godinez
24 Business Agent

1 MEMORANDUM OF UNDERSTANDING

2
3 WELDING SCHOOL
4
5

6 The following sets forth the practice that will be
7 followed for selecting Welders for voluntary training
8 programs conducted outside of the employee's regular
9 shift and for which they are not paid:
10

11 When any Welder desires to participate in welding
12 training designed to upgrade his or her skill level,
13 they shall notify their supervisor who will turn over
14 their name to the appropriate General Foreman. It
15 shall be the responsibility of the General Foreman to
16 review the employee's overall work record and consider
17 such things as attendance and physical limitation to
18 perform the type of work that they are going to be
19 trained for. When this evaluation has been completed,
20 the employee will receive an IDM authorizing the
21 Welding School to place the employee's name on the
22 waiting list (if any) for openings in the Welding
23 School. When openings become available, the senior
24 employee on the waiting list will be given priority to
25 fill the vacancy.
26

27
28 Dated the 2nd day of September, 1988.
29

30 NATIONAL STEEL AND SHIPBUILDING COMPANY
31

32
33 /s/
34 _____
35 Carl Hinrichsen
36 Manager, Industrial Relations
37
38

39 SHOPMEN'S LOCAL UNION NO. 627 OF
40 THE INTERNATIONAL ASSOCIATION OF
41 BRIDGE, STRUCTURAL AND ORNAMENTAL
42 IRON WORKERS
43
44

45 /s/
46 _____
47 Robert Godinez
Business Agent

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MEMORANDUM OF UNDERSTANDING

SHIPFITTER ASSIGNMENTS

In order to provide the Company the necessary flexibility to efficiently use the skills of shipfitters the following understandings shall apply:

1. Sniping, trimming-in, tack welding, fitting-in and similar work are an inherent part of the duties of a Shipfitter and the time spent by a Shipfitter in such duties shall be without limitation and not be included in the ten (10) hour limitation set forth below.

2. A Shipfitter shall not be assigned to perform the following types of welding unless he or she shall be paid a premium of ten cents (10¢) per hour for all time engaged in such welding work:

- a. All welding of main hull structure, including superstructure.
- b. All X-ray welding.
- c. All certified pipe welding.

3. A Shipfitter shall not be assigned to perform the following types of burning unless he or she shall be paid a premium of ten cents (10¢) per hour for all time spent in such types of burning:

- a. Shell butts.
- b. Deck butts.
- c. Bulkhead butts.
- d. Bulkheads to decks.
- e. Boiler foundations.
- f. Main engine foundations.
- g. Shaft bearing foundations.
- h. Anchor windlass foundations.
- i. Smoke stacks.
- j. Kingposts.
- k. Main boom winch foundations (cargo boom).
- l. Highline foundations (on kingposts).
- m. Steering gear foundations.

4. All other burning and/or welding may be performed by a Shipfitter up to and including ten (10) hours per week to the extent of his or her ability to do so, provided, however, that a Shipfitter shall receive a premium of ten cents (10¢)

1 per hour for all time spent in burning and/or
2 welding in excess of ten (10) hours in any payroll
3 week.

4
5 5. Shipfitters shall only be required to perform
6 Production Welding and Production Burning work to
7 the limit of their ability and shall not be dis-
8 ciplined or discharged for their inability to
9 perform such work.

10
11
12 Dated the 2nd day of September, 1988.

13
14
15
16 NATIONAL STEEL AND SHIPBUILDING COMPANY
17

18
19
20 /s/
21 Carl Hinrichsen
22 Manager, Industrial Relations
23

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26
27 SHOPMEN'S LOCAL UNION NO. 627 OF
28 THE INTERNATIONAL ASSOCIATION OF
29 BRIDGE, STRUCTURAL AND ORNAMENTAL
30 IRON WORKERS
31

32
33
34 /s/
35 Robert Godinez
36 Business Agent

1 MEMORANDUM OF UNDERSTANDING

2
3
4 SHEET METAL SHELIVING

5
6
7 Sheet Metal Fitters who may be required to work on
8 shelving aboard vessels shall be paid the rate of Sheet
9 Metal Layout in Wage Group 2 for all time assigned to
10 such work. However, such rate shall not apply to the
11 layout aspect of such work unless the Sheet Metal
12 Fitter has himself performed the shipboard shelving
13 work on a specific job, nor shall such rate apply to
14 the actual fabrication or installation of such
15 shelving.

16
17
18 Dated the 2nd day of September, 1988.

19
20
21 NATIONAL STEEL AND SHIPBUILDING COMPANY

22
23
24
25 /s/
26 Carl Hinrichsen
27 Manager, Industrial Relations

28
29
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31
32 SHOPMEN'S LOCAL UNION NO. 627 OF
33 THE INTERNATIONAL ASSOCIATION OF
34 BRIDGE, STRUCTURAL AND ORNAMENTAL
35 IRON WORKERS

36
37
38
39 /s/
40 Robert Godinez
41 Business Agent

1 MEMORANDUM OF UNDERSTANDING

2
3 WELDING ON NUCLEAR SYSTEMS
4
5

6 It is mutually understood and agreed between
7 National Steel and Shipbuilding Company and Shopmen's
8 Local #627 of the International Association of Bridge,
9 Structural and Ornamental Ironworkers that SECTION 10 -
10 Classifications - Work Assignments - Rates of Pay shall
11 be amended as follows:
12

13 1. Any employee receiving premium pay for nuclear
14 welding shall receive this premium for holiday(s)
15 and vacation if such employee has been receiving
16 this premium just prior to the holiday and/or the
17 vacation.
18

19 2. It is further understood that should employees
20 so engaged in welding on nuclear systems perform
21 welding assignments that call for additional pre-
22 miums, these premiums would be in addition to the
23 above-referenced forty cents (40¢). For example,
24 a Code Welder working on nuclear systems, and such
25 work being pressure welding over 600 P.S.I. for a
26 total of sixty-five cents (65¢) for that specific
27 assignment.
28

29
30 Dated the 2nd day of September, 1988.
31

32 NATIONAL STEEL AND SHIPBUILDING COMPANY
33

34
35 /S/
36 _____
37 Carl Hinrichsen
38 Manager, Industrial Relations
39

40
41 SHOPMEN'S LOCAL UNION NO. 627 OF
42 THE INTERNATIONAL ASSOCIATION OF
43 BRIDGE, STRUCTURAL AND ORNAMENTAL
44 IRON WORKERS
45

46
47 /S/
48 _____
49 Robert Godínez
50 Business Agent

1 MEMORANDUM OF UNDERSTANDING
2 COMMERCIAL FISHING VESSELS
3
4
5
6

7 The Company will prohibit the use of Company tools
8 by crews of commercial fishing vessels. The Chief
9 Engineer and Assistant Chief Engineer shall be limited
10 to two (2) weeks work while vessel is in the shipyard.
11 They shall be the only ones to do minor repairs or
12 routine maintenance such as, and not limited to the
13 following:

- 14 (A) Change lube oil in engines.
15
16 (B) Fuel filters, oil filters.
17
18 (C) Adjust valves and tune up engines providing
19 engine or engines have not been overhauled.
20
21 (D) Change oil in refrigeration equipment.
22
23 (E) Repack pumps.
24
25

26 Ship's crews on commercial fishing vessels will
27 not remove or install old or new machinery or
28 equipment, including electrical equipment.
29

30 Crew members on commercial fishing vessels shall
31 be limited only to minor voyage repairs and shall not
32 do work normally performed by bargaining unit
33 employees.
34
35
36

37 /S/
38 _____
39 Carl Hinrichsen
40 Manager, Industrial Relations
41
42
43
44

45 /S/
46 _____
47 Robert Godinez
48 Business Agent

1 MEMORANDUM OF UNDERSTANDING

2
3
4 Union Notification of Workers' Compensation Injuries

5
6
7
8 The Company shall request that the injured employee
9 sign a release to provide the Union with information
10 concerning his/her Workers' Compensation claim. That
11 release shall contain an outline of his/her current
12 status, such as working, not working, or 'light duty.

13
14 When the employee returns to work, he/she will be
15 required to sign an additional release that his/her
16 return to work is on a regular or limited duty basis.
17 This release will include the date of accident/injury
18 and the date of return to work.

19
20 These releases will be provided to the Union during
21 hours that coincide with the operation of the Workers'
22 Compensation office at National Steel and Shipbuilding
23 Company.

24
25
26 Dated the 2nd day of September, 1988.

27
28
29 NATIONAL STEEL AND SHIPBUILDING COMPANY

30
31
32
33 /S/
34 Carl Hinrichsen
35 Manager, Labor Relations

36
37
38
39 SHOPMEN'S LOCAL UNION NO. 627 OF
40 THE INTERNATIONAL ASSOCIATION OF
41 BRIDGE, STRUCTURAL AND ORNAMENTAL
42 IRON WORKERS

43
44
45
46 /S/
47 Robert Godinez
48 Business Agent

1 MEMORANDUM OF UNDERSTANDING

2
3 WORK ASSIGNMENTS

4
5 All Classifications

- 6
7 1. Employees in any classification may perform minor
8 touch-up painting by either brush or spray can (as
9 appropriate) of surfaces which have been worked,
10 disturbed or damaged as a result of the employees'
11 job performance.
12
- 13 2. Any employee in any classification with proper
14 training and supervision may use and install chain
15 falls or other such rigging devices as may be
16 required to perform minor rigging work in
17 connection with their regular work or may assist
18 Riggers in preparing loads to be lifted and in the
19 landing of loads.
20
- 21 3. Employees working under the direct supervision of a
22 supervisor, who has been trained and Company
23 certified for the installation, modification, and
24 removal of handrails and toe boards may perform
25 such work when directed. Such work when required
26 will be performed in accordance with applicable
27 safety regulations.
28
- 29 4. Any employee in any classification may be assigned
30 to make minor modifications to protective covers
31 for machinery or equipment upon which they are
32 working.
33
- 34 5. Employees in the Shipbuilder classification may at
35 the discretion of supervisors, perform shipfitting,
36 any type of welding, burning, installation of
37 sheetmetal parts, wire ways and will also install
38 electrical connection boxes, and do any layout work
39 required.
40
- 41 6. A new classification of Pipe Welder will be
42 established. Employees so classified may perform
43 pipe welding and burning and may assist a Pipefitter
44 in performing pipefitting work, as directed by the
45 supervisor. It is also understood and agreed that
46 any Pipefitter may be assigned to perform welding,
47 tacking, and burning as required. An approximate
48 ratio of 1 Pipe Welder to each 2.5 Pipefitters will
49 not be exceeded in either classification. For the
50 purpose of computing the ratio of 1 Pipe Welder to
51 each 2.5 Pipefitters, any employee classified as an
52 Outfitter who as previously been classified as a
53 Pipefitter will be included with the Pipefitter
54 classification.

1 An approximate ratio of 1 Pipe Welder to each 2.5
2 Pipefitters will be maintained.

3
4 In recognition that the 2.5 to 1 ratio has been
5 adopted in order to develop equitable sharing of
6 work between Pipefitters and Pipe Welders on an
7 historical relationship and recognizing the goal
8 of a 2.5 to 1 ratio the following is agreed to:
9

- 10 (A) The Company will provide the Union with an
11 accounting of hours on a monthly basis to
12 assist in maintaining a 2.5 to 1 ratio in
13 each quarter.
14
15 (B) This list will be analyzed by the Company as
16 to the maintenance of the ratio and what plans,
17 if any, the Company has to make adjustments to
18 correct any imbalance.
19
20 (C) The analysis may be the subject of discussion
21 between Company representatives and Union
22 representatives upon request.
23

24 7. Pipefitters may at the direction of the supervisor
25 perform the work functions listed below in addition
26 to their regular duties as a Pipefitter:

- 27
28 (A) Tack welding, welding (that which does not
29 require pipe certification) or burning
30 associated with the fitting of pipe.
31
32 (B) Tack welding, welding and burning involved
33 with the installation of hangers.
34
35 (C) Tack welding, welding and burning required
36 for pipe penetrations. An approximate ratio
37 of 1 Pipe Welder to each 2.5 Pipefitters will
38 be maintained.
39

40 8. A new classification of Outfitter will be estab-
41 lished. Employees assigned to this classification
42 may, at the discretion of the supervisor, perform
43 any work regularly performed by Outside Machinists,
44 Boiler Machinists and Pipefitters. Employees so
45 classified may do such tack welding, welding, (does
46 not include pipe welding) burning, layout and

1
2 grinding as is necessary in the performance of
3 their work assignments. Such work assignments will
4 also be made in accordance with the employee's
5 skill level.
6

- 7 9. Outside Machinists and Boiler Machinists may at the
8 discretion of the supervisors be assigned to perform
9 the work functions listed below:

- 10
11 (A) Incidental welding or burning involved with
12 the installation, removal or repair of any
13 machinery or equipment of the type generally
14 removed, repaired or installed by these
15 classifications.
16
17 (B) Disconnection of any pipe required in
18 removing any machinery or equipment.
19
20 (C) Removal of any type of interference or
21 obstruction where such interference or
22 obstruction limits or hampers in any way the
23 removal or installation of any machinery or
24 equipment. This shall not include
25 disconnection of electrical wires, electrical
26 equipment, or structural interferences.
27

- 28 10 Electricians may at the discretion of supervisors
29 perform welding, tack welding, burning, and grind-
30 ing required in connection with their work.
31

- 32 11 Employees in any classification in Carpenters
33 Schedule A may at the direction of their supervisor
34 perform incidental burning, welding or grinding
35 required to progress their own work.
36

- 37 12 In order to maintain a clean, safe work place all
38 employees may be assigned to perform clean up work
39 as required to keep work locations clean and
40 orderly.
41

- 42 13 The above-mentioned work assignments are not meant
43 to be all-inclusive and in no way limit or restrict
44 the Company's right under Section 1 or Section
45 10(E) of this agreement.
46
47

48 14. SHEETMETAL DEPARTMENT
49

- 50 (A) Sheetmetal Fitters may perform burning and
51 any welding permitted by the tack welding
52 test.
53
54 (B) The Sheetmetal Department will not change its
present pay practices.

1 (C) Item number one above does not alter the
2 Company's rights under the provisions of
3 Section 10, Subsection (E).
4

5 (D) Sheetmetal Fitters who have not been given
6 the opportunity to train in welding and
7 burning or those who are unable to learn the
8 skills required or have a physical disability
9 that prevents them from learning those skills
10 will not be laid off, disciplined, or
11 discharged, due to their inability to perform
12 such work.
13
14
15

16 Dated the 2nd day of September, 1988.
17

18
19 NATIONAL STEEL AND SHIPBUILDING COMPANY
20
21

22
23 /s/

24 _____
25 Carl Hinrichsen

26 Manager, Industrial Relations
27
28

29 SHOPMEN'S LOCAL UNION NO. 627 OF
30 THE INTERNATIONAL ASSOCIATION OF
31 BRIDGE, STRUCTURAL AND ORNAMENTAL
32 IRON WORKERS
33
34
35

36 /s/

37 _____
38 Robert Godínez

Business Agent

1 MEMORANDUM OF UNDERSTANDING
2 (TRAINER PROGRAMS)
3
4

5 This agreement is entered into by and between
6 Shoymen's Local 627 of the International Association of
7 Bridge, Structural and Ornamental Ironworkers,
8 (hereinafter referred to as the "Union") and National
9 Steel and Shipbuilding (hereinafter referred to as the
10 "Company").

11
12 It is hereby agreed that effective September 2,
13 1988, the following classifications and rates of pay
14 shall be established and will be applicable to trainee
15 programs in the Blacksmith, Burner, Chipper, Layout Man
16 P&S, Layout Man Pipe Spooling, Layout Man Sheetmetal,
17 Layout Man Sheetmetal Ventilation Sketching, Layout Man
18 W&O, Sheetmetal Fitter, Shipfitter and Welder
19 classifications.

<u>CLASSIFICATION</u>	<u>PERCENTAGE</u>
<u>Trainee A</u>	<u>94% of Applicable New Hire</u> <u>Journeyman Wage</u>
<u>Trainee B</u>	<u>88% of Applicable New Hire</u> <u>Journeyman Wage</u>
<u>Trainee C</u>	<u>82% of Applicable New Hire</u> <u>Journeyman Wage</u>
<u>Trainee D</u>	<u>76% of Applicable New Hire</u> <u>Journeyman Wage</u>

30
31
32 The training program will consist of four
33 semesters of six (6) months each.
34

35 Trainee D:
36

37 Employee will be considered Trainee D during the
38 first six (6) months of hire or date of entry into the
39 program.
40

41 Trainee C:
42

43 An employee who completes the first semester (6
44 months) of instruction and successfully passes the
45 written and oral examinations and has enrolled in a
46 recognized course of instruction as outlined by the
47 trainee program and has a satisfactory attendance
48 record will be reclassified as a Trainee C.

1 Trainee B:

2
3 An employee who completes the second semester (6
4 months) of instruction and successfully passes the
5 written and oral examinations and has enrolled in a
6 recognized course of instruction as outlined by the
7 trainee program and has a satisfactory attendance
8 record will be reclassified as a Trainee B.
9

10 Trainee A:

11
12 An employee who completes the third semester (6
13 months) of instruction and successfully passes the
14 written and oral examinations and has enrolled in a
15 recognized course of instruction as outlined by the
16 trainee program and has a satisfactory attendance
17 record will be reclassified as a Trainee A.
18

19 Upon completion of the fourth semester of
20 instruction and the successful completion of the
21 written and oral exams, the employee will be
22 reclassified as a Journeyman with full Journeyman's pay
23 at the new hire Journeyman rate of pay. The employee
24 will then receive pay increases as outlined in Section
25 10(B). It is understood and agreed that employees in
26 any of the above classifications must have worked at
27 least 960 man hours in each of the six (6) month
28 periods and that the employees' attendance at training
29 classes along with the employees' grades and work
30 performance must be acceptable to the Company in order
31 to progress to the next level of this training program.
32

33 The Company agrees to recognize Trainee
34 Classifications A, B, C, and D as achieved by employees
35 while in the employment of other waterfront employers,
36 if such classifications exist at other companies.
37

38 It is the intent of the Company to assure the
39 Union of an opportunity to refer applicants for job
40 openings. Therefore, in the hiring of new employees,
41 the Company agrees to notify the Union as far in
42 advance as possible (normally the previous day) of job
43 openings established in this Memorandum of
44 Understanding. The Local Union shall establish and
45 maintain an open and non-discriminatory employment list
46 for employment of workers in the work under its
47 jurisdiction. All employees will be referred to the
48 Union before starting to work.

1 Employees hired under this program will be
2 considered regular employees of the Company, and as
3 such, will be covered by all of the terms of the Labor
4 Agreement between National Steel and Shipbuilding and
5 Shopmen's Local 627 of the International Association of
6 Bridge, Structural and Ornamental Ironworkers,
7 1988-1992 except as modified by this Agreement.
8
9

10
11
12 Dated the 2nd day of September, 1988.
13
14

15
16 NATIONAL STEEL AND SHIPBUILDING COMPANY
17

18
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20
21
22 /s/ _____
23 Carl Hinrichsen
24 Manager, Industrial Relations
25

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31 SHOPMEN'S LOCAL UNION NO. 627 OF
32 THE INTERNATIONAL ASSOCIATION OF
33 BRIDGE, STRUCTURAL AND ORNAMENTAL
34 IRON WORKERS
35

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40 /s/ _____
41 Robert Godinez
42 Business Agent

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5 MEMORANDUM OF UNDERSTANDING

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1. TRAINING ADVISORY COMMITTEE

A. Each of the Unions with members classified as trainees on the active payroll may choose to establish a Training Advisory Committee. The purpose of this committee shall be to review Training Programs developed by the Company, to include:

- (1) The setting of standards for the journeyman classification and the various training classifications.
- (2) The teaching of the trade skills, and
- (3) The testing of trainees at each step.

B. The meetings of these Training Advisory Committees shall be the responsibility of each individual union.

C. A representative of each Union's training committee will be selected to a Joint Union Committee, which shall meet as necessary, not to exceed once per month on Company time, with the Company's Manager of Training Department or a designated representative. The purpose of this committee will be to review with the Company its training programs and make recommendations that will insure that the programs are fair, well understood and effective in upgrading skills required in their respective trades. The final determination of items to be included in Company training programs shall rest exclusively with the Company.

D. In the event a trainee is not upgraded from one training level to the next at the appropriate time, he/she may request that the Joint Training Committee review his/her case and meet with the Company to try and resolve the issue. A trainee is eligible to "recycle" through the last training level not completed one time and one time only.

2. RECRUITMENT

Preferential consideration for openings in training programs will be given to employees:

- (1) In classifications whose rates of pay are less than that of a journeyman, or

1 (2) On layoff and eligible for recall under
2 the seniority provisions of this
3 agreement.

4
5 3. RECLASSIFICATION OF JOURNEYMEN

6
7 Journeyman who are reclassified as trainees in
8 accordance with Section 17 (C)(3) will be paid the
9 designated percentage of the regular journeyman rate of
10 pay they had been receiving.

11
12 4. RATIO OF JOURNEYMEN TO TRAINEES

13
14 A ratio of five (5) journeymen to two (2) trainees
15 will not be exceeded unless the Union is unable to
16 refer enough qualified journeymen to fill the Company's
17 manpower requirements.

18
19 5. SENIORITY RIGHTS

20
21 A. Layoffs will take place within the journeyman
22 or trainee classifications according to Section 17 as
23 long as the Company does not exceed a 5:2 ratio of
24 journeymen to trainees, subject to the conditions set
25 forth in the memorandum of understanding pertaining to
26 job protection. It is understood that trainees have
27 seniority within their trainee level only.

28
29 B. In the event of a reduction of the workforce
30 affecting trainees, they will be laid off in accordance
31 with their seniority in the A, B, C, or D
32 classification, beginning with trainees in the D
33 classification.

34
35 C. The seniority status of journeymen
36 reclassified as trainees in accordance with Section
37 (17) (C)(3) will be as follows:

38
39 (1) For the purpose of layoff and recall, the
40 seniority date held by the employee in
41 the journeyman classification will be
42 used to determine the employee's
43 seniority within the employee's training
44 level.

45
46 (2) Reclassified journeymen will not be
47 allowed to bump journeymen in their
48 classification in the event such
49 employees are laid off as trainees.

1 (3) Reclassified journeymen will not be
2 eligible for promotional consideration
3 other than from one trainee level to the
4 next until they regain their journeyman
5 status.

6
7 D. Employees who enter a training program while
8 on layoff or are on the payroll and are transferred
9 into a trainee position will retain seniority as
10 outlined below.

11
12 (1) Solely for the purpose of upgrade and
13 layoffs within the trainee
14 classifications, the seniority date of
15 the employees selected to fill the
16 trainee vacancies will be the date of
17 hire into the new trainee classification.
18 Employees selected under these
19 provisions will not be recalled to their
20 former classification. In the event of
21 a reduction in the workforce in the new
22 classification, the employee being laid
23 off may use his or her bumping rights as
24 provided for in the seniority provisions
25 of the agreement.

26
27 (2) When an employee is upgraded to
28 journeyman, his or her seniority date
29 will be as provided for in the seniority
30 provisions of the labor agreement.

31
32
33 Dated the 2nd day of September, 1988.

34
35
36 NATIONAL STEEL AND SHIPBUILDING COMPANY

37
38
39 /s/
40 Carl Hinrichsen
41 Manager, Industrial Relations

42
43
44 SHOPMEN'S LOCAL UNION NO. 627 OF
45 THE INTERNATIONAL ASSOCIATION OF
46 BRIDGE, STRUCTURAL AND ORNAMENTAL
47 IRONWORKERS

48
49
50 /s/
51 Robert Godinez
52 Business Agent

1 MEMORANDUM OF UNDERSTANDING
2 JOB PROTECTION PLAN FOR JOURNEYMEN
3
4

5 In recognition of the concerns raised during
6 negotiations, the parties hereby agree to the
7 following:
8

9 In order to provide an opportunity for employees
10 who are on layoff due to lack of work as of September
11 2, 1988, the Company will agree to the following.
12

13 In any classification for which the Company has
14 proposed a trainee program with a ratio of 2 trainees
15 to each 5 journeymen, the Company will not hire
16 trainees in that classification until there are no more
17 of the journeymen who are on layoff on September 2,
18 1988 in the classification with recall rights. Once
19 the September 2, 1988 recall list has been exhausted,
20 the Company may hire trainees in accordance with the
21 regular trainee program.
22

23 No employee who is on the active payroll as of
24 September 2, 1988; or who is on layoff with recall
25 rights as of September 2, 1988, and is subsequently
26 recalled to work in accordance with the seniority
27 provisions of this agreement will be laid off due to
28 lack of work as long as there are junior trainees in
29 their classification still on the payroll.
30

31 The above described job protection plan will not be
32 extended to any individual who elects to exercise his
33 or her option to bypass the recall as provided for in
34 the seniority provisions.
35

36 The Company will not exceed a ratio of two (2)
37 helpers to each five (5) employees in other
38 classifications on a unionwide basis.
39

40 Dated the 2nd day of September, 1988.
41

42 NATIONAL STEEL AND SHIPBUILDING COMPANY
43
44

45 /S/
46 _____

46 Carl Hinrichsen
47 Manager, Industrial Relations
48

49 SHOPMEN'S LOCAL UNION NO. 627 OF
50 THE INTERNATIONAL ASSOCIATION OF
51 BRIDGE, STRUCTURAL AND ORNAMENTAL
52 IRONWORKERS
53
54

55 /S/
56 _____

56 Robert Godinez
57 Business Agent

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MEMORANDUM OF UNDERSTANDING
(UNION/MANAGEMENT JOINT SAFETY COMMITTEE)

Purpose: To establish a procedure by which the committee will conduct its business and create an agenda.

1. The committee will conduct its business per Robert's Rules of Order, by Henry N. Robert, Edited by Rachel Vixman, C-1982.
2. The dayshift Union Safety Representative and Company Committee Chairman shall jointly prepare an agenda for each meeting.
3. The agenda will be distributed along with the notice of the next meeting sent to all committee members.
4. Union Committee members wishing to place items on the agenda shall notify the dayshift Union Safety Representative no later than noon on Monday preceding the next meeting.
5. Company Committee members wishing to place items on the agenda shall notify the Company Chairman no later than noon on the Monday preceding the next meeting.

Dated the 2nd day of September, 1988.

NATIONAL STEEL AND SHIPBUILDING COMPANY

/S/

Carl Hinrichsen
Manager, Industrial Relations

SHOPMEN'S LOCAL UNION NO. 627 OF
THE INTERNATIONAL ASSOCIATION OF
BRIDGE, STRUCTURAL AND ORNAMENTAL
IRONWORKERS

/S/

Robert Godinez
Business Agent

1 MEMORANDUM OF UNDERSTANDING
2 (ACCIDENT/INJURY INVESTIGATION NOTIFICATION)
3
4
5

6 Purpose: To establish a procedure where the Company
7 will notify a Union Health and Safety
8 Representative of the occurrence of serious
9 accidents or injuries being investigated by
10 the Company.
11

- 12 1. The Company has made available for use by the
13 Union Safety Representatives a pager.
14
15 2. The Union Safety Representatives shall be part of
16 the investigation team and participate in the
17 investigation of serious accidents or injuries.
18 The Union Safety Rep shall apprise the appropriate
19 Union.
20
21 3. During the normal work hours when a Union Safety
22 Representative is working, the Safety Department
23 shall immediately notify the Union Safety
24 Representative of the occurrence of any serious
25 accident or injury.
26
27 4. During after hours, weekends, holidays, etc., when
28 a Union Safety Representative is not working, the
29 Company will make a reasonable effort to contact a
30 Union Safety Representative by telephone as soon
31 as practicable.
32

33
34 Dated the 2nd day of September, 1988.
35

36 NATIONAL STEEL AND SHIPBUILDING COMPANY
37

38
39 /s/
40 Carl Hinrichsen
41 Manager, Industrial Relations
42
43
44

45 SHOPMEN'S LOCAL UNION NO. 627 OF
46 THE INTERNATIONAL ASSOCIATION OF
47 BRIDGE, STRUCTURAL AND ORNAMENTAL
48 IRONWORKERS
49
50

51 /s/
52 Robert Godinez
53 Business Agent

1
2 LETTER OF UNDERSTANDING
3 NASSCO'S QUALITY CIRCLE PROGRAM
4
5

6 The seven Unions combined shall be allowed to
7 appoint two (2) Representatives from among active
8 NASSCO employees to serve on NASSCO's Quality Circle
9 Steering Committee. One of the above referenced
10 Representatives may be an employee on a leave of
11 absence serving as a Union Representative.
12

13 The seven Unions will also designate an Alternate
14 for each of the Representatives, who will attend
15 Steering Committee meetings if a Representative is
16 going to be absent.
17

18
19
20 Dated the 2nd day of September, 1988.
21

22 NATIONAL STEEL AND SHIPBUILDING COMPANY
23
24

25 /s/
26 Carl Hinrichsen
27 Manager, Industrial Relations
28
29

30
31 SHOPMEN'S LOCAL UNION NO. 627 OF
32 THE INTERNATIONAL ASSOCIATION OF
33 BRIDGE, STRUCTURAL AND ORNAMENTAL
34 IRONWORKERS
35
36

37 /s/
38 Robert Godinez
39 Business Agent

1 MEMORANDUM OF UNDERSTANDING

2
3
4
5 (A) The Employer agrees to deduct an amount from
6 the pay of each employee who is a union member and who
7 executes an appropriate voluntary check-off authorization
8 form to the District Council of Iron Workers Political
9 Action League (DCIPAL). Deductions shall be in the
10 amount specified in the check-off authorization form
11 signed by the employee and deducted each week. The
12 deduction shall continue for the life of this agreement
13 for those employees who sign DCIPAL check-off
14 authorization forms unless they are revoked individually
15 and in writing.

16
17 The Employer agrees to transmit DCIPAL deductions to
18 the District Council of Iron Workers Political Action
19 League, 1633 Bayshore Highway, Suite 133, Burlingame,
20 California 94010, in care of the Local Union. These
21 transmittals shall be on a monthly basis. The Employer
22 further agrees to transmit to the Local Union at the same
23 time the names of those employees for whom deductions
24 have been made and the amount for each employee.

25
26
27
28
29 Dated the 2nd day of September, 1988.

30
31
32 NATIONAL STEEL AND SHIPBUILDING COMPANY

33
34
35 /S/
36 Carl Hinrichsen
37 Manager, Industrial Relations

38
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40
41
42 SHOPMEN'S LOCAL UNION NO. 627 OF
43 THE INTERNATIONAL ASSOCIATION OF
44 BRIDGE, STRUCTURAL AND ORNAMENTAL
45 IRONWORKERS

46
47
48 /S/
49 Robert Godínez
50 Business Agent

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1988

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1989

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October 1989							November 1989							December 1989								
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1990

January 1990

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February 1990

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June 1990

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July 1990

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December 1990

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1991

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April 1991							May 1991							June 1991						
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July 1991							August 1991							September 1991							
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
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October 1991							November 1991							December 1991						
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