



**MEMORANDUM OF AGREEMENT BETWEEN
HUNTINGTON INGALLS INCORPORATED (INGALLS SHIPBUILDING DIVISION)
AND
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 733, AFL-CIO**

Whereas, Huntington Ingalls Incorporated, acting through its Ingalls Shipbuilding division ("Company"), and the International Brotherhood of Electrical Workers, Local 733, AFL-CIO ("Union") entered into a collective bargaining agreement ("CBA") extension effective March 13, 2022, and covering the Company's facility in Pascagoula, Mississippi; and

Whereas, the CBA shall not be amended or supplemented except by mutual written consent of the parties hereto; and

Whereas, all such amendments or supplements must be reduced to writing and signed by both parties; and

Whereas, the following Memorandum of Agreement ("MOA") is entered into between the Company and the Union for this purpose; and

Whereas, the parties agree to a pilot program establishing a four (4) day/ten (10) hour workweek (hereinafter "4 x 10 Program") for certain employees covered by the CBA as follows:

1) Applicability of 4 x 10 Program

- a. The 4 x 10 Program shall apply to bargaining unit employees in the Operations organization in Department 35, except as listed below;
- b. The 4 x 10 Program shall apply to bargaining unit employees in Department 43 in the Central Planning Directorate, and shall not apply to Department 43 employees in Supply Chain Management (SCM);
- c. The 4 x 10 Program will not apply to bargaining unit employees in the Quality organization in Department 35 and 38. These employees will follow the current five (5) day/eight (8) hour schedule ("5 x 8 schedule") as reflected in the CBA;
- d. Watch standers in X35 shall remain on their normal 5 x 8 schedule, and are not subject to the terms and conditions of this MOA;
- e. The 4 x 10 Program shall not apply to bargaining unit employees in Departments 23.

- f. Employees placed on "light duty" due to medical considerations shall work as follows:
 - i. Tier 2 light duty employees (a.k.a. "bike shop") shall work the 4 x 10 workweek as outlined in this MOA;
 - ii. Tier 3 light duty employees (reporting to Infrastructure & Sustainability, Dept. 59) shall remain on a 5 x 8 workweek and are not subject to the terms and conditions of this MOA.

2) Administration of 4 x 10 Program

- a. The 4 x 10 Program shall become effective on September 4, 2023 and will expire after December 22, 2023. The parties shall schedule monthly meetings to discuss the status and impacts of the 4 x 10 Program on bargaining unit employees covered and not covered by the 4 x 10 Program, on the efficiency of shipbuilding operations, and in reducing the man-hours deficit.
- b. The parties may mutually agree in writing, through a supplemental MOA and signed by the parties, to extend the 4 x 10 Program beyond December 22, 2023.
- c. Monday, September 4, 2023, is a recognized paid holiday in the current CBA. Employees who qualify for holiday pay who are subject to this MOA shall be paid ten (10) hours holiday pay at their regular base straight time hourly pay rate.

3) Hours of Work and Shifts

- a. The established workday shall consist of ten (10) consecutive hours paid at an employee's regular base straight time hourly pay rate, exclusive of an unpaid thirty (30) minute meal period.
- b. The established workweek shall consist of a forty (40) hour period of four (4) regularly established workdays, Monday through Thursday.
- c. The established workweek begins at the start of the 1st shift on Monday and ends at the end of the last scheduled shift on Thursday.
- d. The following shall define the regularly established work hours, exclusive of an unpaid thirty (30) minute meal period, for the 4 x 10 workweek:

Shift	Shift Time	Lunch
1 st Shift	5:00 a.m. – 3:30 p.m.	10:00 a.m. – 10:30 a.m.
2 nd Shift	5:00 p.m. – 3:30 a.m.	10:00 p.m. – 10:30 p.m.

- e. The Company shall schedule one (1) fifteen-minute paid break for each 4 x 10 shift. Management shall determine break times based on schedules and job tasks.
- f. The parties recognize that the Company may require shift changes as authorized under the CBA.

4) Holidays

- a. Under the 4 x 10 Program, eligible employees shall receive ten (10) hours holiday pay at their regular base straight time hourly pay rate for the following holidays:
 - i. Labor Day 2023
 - ii. Thanksgiving Day 2023
 - iii. Monday following Easter 2024 (if program is extended)
 - iv. July 4, 2024 (if program is extended)
 - v. Labor Day 2024 (if program is extended)
 - vi. Thanksgiving Day 2024 (if program is extended)
- b. These shall be the only recognized holidays for employees working a 4 x 10 schedule during the 4 x 10 Program. If the 4 x 10 Program is extended, employees working a 4 x 10 schedule shall also receive holiday pay during the shutdown for seven (7) days paid at eight (8) hours at the employee's regular base straight time pay rate. The Company has added holiday hours to the Christmas Shutdown to offset removing Good Friday and the Friday after Thanksgiving as a recognized holiday.
- c. Employees shall work a full workday on the regularly scheduled workday immediately before Labor Day, Thanksgiving Day, and the Christmas Shutdown (and other recognized holidays if the 4 x 10 Program is extended). Incremental and full day vacation may be used on these days. To be eligible for holiday pay, employees working a 4 x 10 schedule must work at least five (5) regular hours on the regularly scheduled workday immediately prior to, and at least six (6) regular hours immediately following the holiday on the next regularly scheduled workday.

5) Overtime

- a. Overtime will be paid for employees working on a 4 x 10 schedule at one and one-half (1½) times the employee's regular base straight time hourly pay rate for all hours worked in excess of ten (10) consecutive hours, for hours worked outside the employee's regular 4 x 10 shift, or for hours worked in excess of forty (40) straight time hours worked per workweek. Hours worked in excess of twelve (12) consecutive hours will be paid at double time as per the CBA.
- b. Work performed on Friday, Saturday, Sunday, or holidays, shall be considered as overtime, provided the employee has worked forty (40) regular hours in that workweek. Such overtime shall be paid at one and one-half (1½) times the employee's regular base straight time hourly pay rate for hours worked on Friday, Saturday, and on holidays and at double time on Sundays. Such overtime shall not be considered when computing overtime for hours worked in excess of forty (40) hours in the regular workweek.

6) Vacation

- a. Employees will be allowed to take up to 25 hours of their available vacation in two- (2), four- (4), or five- (5) hour increments, and not to exceed five (5) hours in any one day.
- b. An employee who takes a full day vacation shall be paid ten (10) hours from available vacation hours.
- c. Vacation is paid at the employee's regular straight time pay rate.

7) Miscellaneous

- a. Jury Duty: An employee who is called for Jury Services shall be excused from work for the days on which the employee serves or reports to serve, and shall receive for each such day of Jury Service on which an employee otherwise would have worked, the difference between ten (10) hours paid at the employee's regular base straight time hourly pay rate and the payment the employee receives for Jury Service.
- b. Funeral Pay: An employee eligible for funeral pay under the CBA will be paid ten (10) hours at the employee's regular base straight time hourly pay rate when the funeral occurs on a regular, non-holiday workday or if the funeral is held on Friday, Saturday or Sunday, and the employee is absent Thursday or Monday to attend. Documentation will be required in accordance with the CBA.
- c. Discipline: Any discipline that results in a one (1) day layoff shall cause an employee to miss no more than one (1) day or ten (10) hours of work. Any discipline that ordinarily would result in a three (3) day layoff shall cause an employee to miss no more than two (2) days or twenty (20) hours of work.
- d. Payroll: Payday will be on Thursday during the 4 x 10 Program. First shift payday will be at 5:00 AM prior to the start of the shift Thursday.
- e. Reporting and Call in Pay: Employees eligible for reporting and call in pay at their regular straight time pay rate under:
 - i. Article 10, Section 1 shall receive three-and-one-half (3½) hours of pay;
 - ii. Article 10, Section 1(b) shall receive two-and-one-half (2½) hours pay;
 - iii. Article 10, Section 2 shall receive five (5) hours of pay;
 - iv. Article 10, Section 3 shall receive five (5) hours of pay.
- f. Attendance Bonus: Shall be based on the requirements presently set forth in the CBA.
- g. The Company will consider requests by individual employees to work on the 1st shift instead of the 2nd shift of the 4 x 10 schedule if the employee can show working on a 2nd shift 4 x 10 schedule would pose an undue personal hardship to the employee. If the employee makes this showing, the Company will assign the employee to the 1st shift if it is

practical for the Company to do so and if the Union agrees to the shift change.

- h. The parties will discuss and attempt to resolve any unanticipated issues that arise under the 4 x 10 Program. Any issues that are not resolved are subject to the Grievance Arbitration Procedure.

Except as expressly stated herein, the terms of the 4 x 10 Program shall not affect any other terms and conditions stated in the CBA.

FOR THE COMPANY

Susan Jacobs 8.31.23

Susan Jacobs, Vice President
Human Resources & Administration
Ingalls Shipbuilding division

[Signature]

Donald Dorsey, Vice President
Operations and Manufacturing
Ingalls Shipbuilding division

R. Carlos Lett

R. Carlos Lett, Director
Labor Relations
Ingalls Shipbuilding division

FOR THE UNION

Jason Vitosky

Jason Vitosky, Business Manager
International Brotherhood of Electrical
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