

AGREEMENT BETWEEN

LOCKHEED MARTIN AERONAUTICS
COMPANY – MERIDIAN

and

LOCAL LODGE 2386

MERIDIAN, MISSISSIPPI

and

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, A.F. OF L. - C.I.O.

EFFECTIVE DATE: March 7, 2011

ANNIVERSARY DATE: March 2, 2014

PART A AND PART I
OF THE
A G R E E M E N T

BETWEEN

LOCKHEED MARTIN AERONAUTICS
COMPANY – MERIDIAN

AND

LOCAL LODGES 709, 1027, AND 2386

AND

THE INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
A.F. OF L. - C.I.O.

EFFECTIVE March 7, 2011

ANNIVERSARY DATE: March 2, 2014

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PART I

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PREAMBLE

This Agreement, between the Company and the Union, evidences the desire of the parties hereto to promote and maintain harmonious relations between the Company and its employees, and the Union as their representative.

PART A - SECTION 1

PART A

**PROVISIONS APPLICABLE TO THE
ENTIRE MULTI-PLANT BARGAINING
UNIT**

Section 1 - Recognition and Jurisdiction

- (A) For the period of this Agreement, the Lockheed Martin Aeronautics Company - Meridian, sometimes hereinafter referred to as "LM Aero - Meridian", recognizes the International Association of Machinists and Aerospace Workers, AFL-CIO, sometimes hereinafter referred to as the "IAM&AW", and its Local Lodges 709, 1027, and 2386 thereof as the exclusive representative of hourly-paid employees in the multi-plant collective bargaining unit consisting of the following groups of employees, as hereinafter defined, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment:
- (1) Marietta Plant Represented Employees, as defined in Part B of this Agreement;
 - (2) Clarksburg Plant Represented Employees, as defined in Part C of this Agreement;
 - (3) Meridian Plant Represented Employees, as defined in Part I of this Agreement.

PART A - SECTION 1

All of the employees in the three groups of employees referred to above constitute a single multi-plant collective bargaining unit. The three employee groups which constitute this multi-plant collective bargaining unit and which are each defined in the parts of the Agreement referred to above are sometimes hereinafter referred to as the "Contract Administration Groups", or individually as a "Contract Administration Group".

- (B) If, during the term of this Agreement, LM AERO - MERIDIAN establishes, within any of the fifty states of the United States except the State of Georgia, a new "feeder plant" which produces aircraft assemblies for use in the aircraft assembled at the Marietta Plant of LM AERO - MERIDIAN, the IAM&AW will make a written claim that it represents, and LM AERO - MERIDIAN will recognize the IAM&AW as the exclusive collective bargaining representative for, the hourly-paid employees of LM AERO - MERIDIAN who work at that new feeder plant and who are employed in one of the represented job classifications covered by Parts C or I of this Agreement and such other new production and maintenance job classifications as may be initially established at the new "feeder plant", provided that no such representation will be claimed and no such recognition will be extended where such recognition would constitute a violation

PART A - SECTION 1

of the law. For the purposes of this initial representation and recognition and to evidence the intention of all of the parties to this Agreement that the represented employees at any such new feeder plant are to be added to the multi-plant bargaining unit to which this Agreement is applicable, the parties to this Agreement agree that the IAM&AW shall be deemed to also be acting on behalf of the Local Lodges which are parties to this Agreement. After such recognition has been accomplished, the IAM&AW shall charter a separate Local Lodge to automatically become a party to this Agreement and shall, along with that Local Lodge, enter into negotiations with LM AERO - MERIDIAN, to the extent hereinafter provided, for the purpose of adding another Part to this Agreement and of making only related and necessary changes in this Part A, such as adding an additional Contract Administration Group. This added Part shall be applicable to the employees at the new feeder plant and shall be interpreted and applied in the same manner as provided for Parts B through I in Section 2 of this Part A. Any Local Lodge which becomes a party to this Agreement shall have rights and duties under this Part A comparable to the rights and duties which this Part A provides for Local Lodge 2386. Notwithstanding the foregoing, all of the parties to this Agreement now agree that the provisions of Part I of this Agreement shall constitute the

PART A - SECTION 1

basic provision to be included in the Part to be added to this Agreement, except that all changes that are necessary to make those Part I provisions applicable to the new plant, Contract Administration Group, and Local Lodge shall automatically be made in those Part D provisions and that the IAM&AW and the new Local Lodge to be chartered as hereinbefore provided shall negotiate with LM AERO - MERIDIAN concerning the wages, job classifications, and local hospital and medical benefits (to be substituted for the group insurance benefits provided for in Part I) and shall include these newly negotiated terms of employment in the added Part in place of the wages, job classifications, and local hospital and medical benefits provided for in Part I. Furthermore, the provisions of Part C, Article I, Section 9, entitled "Union Security", shall also be automatically included in any new Part added to this Agreement pursuant to this Sub-section (B) unless the inclusion of the provisions of that Section or compliance with those provisions would be a violation of an applicable law.

- (C) If, during the term of this Agreement, LM AERO - MERIDIAN establishes, within the State of Georgia, a new "feeder plant" which produces aircraft assemblies for use in the aircraft assembled at the Marietta Plant of LM AERO - MERIDIAN, Local Lodge 709 and the IAM&AW will make a written claim

PART A - SECTION 1

that they represent, and LM AERO - MERIDIAN will recognize Local Lodge 709 and the IAM&AW as the exclusive collective bargaining representative for, the hourly-paid employees of LM AERO - MERIDIAN who work at that new feeder plant and who are employed in one of the represented job classifications covered by Parts C or I of this Agreement and such other new production and maintenance job classifications as may be initially established at the new "feeder plant", provided that no such representation will be claimed and no such recognition will be extended where such recognition would constitute a violation of the law. For the purposes of this initial representation and recognition and to evidence the intention of all of the parties to this Agreement that the represented employees at any such new feeder plant are to be added to the multi-plant bargaining unit to which this Agreement is applicable, the parties to this Agreement agree that Local Lodge 709 and the IAM&AW shall be deemed to also be acting on behalf of all of the other Local Lodges which are parties to this Agreement. After this recognition has been accomplished, Local Lodge 709 and the IAM&AW shall enter into negotiations with LM AERO - MERIDIAN, to the extent hereinafter provided, for the purpose of adding another Part to this Agreement and of making only related and necessary changes in this Part A, such as adding an additional

PART A - SECTION 1

Contract Administration Group. The added Part shall be applicable to the employees at the new feeder plant and shall be interpreted and applied in the same manner as provided for Parts B through I in Section 2 of this Part A. Local Lodge 709 shall have rights and duties, under this Part A and with respect to the new feeder plant, which are comparable to the rights and duties which this Part A provides for Local Lodge 709 with respect to the Marietta Plant Represented Employees. Notwithstanding the foregoing, all of the parties to this Agreement now agree that the provision of Part I of this Agreement shall constitute the basic provisions to be included in the Part to be added to this Agreement, except that all changes that are necessary to make those Part I provisions applicable to the new plant, the new Contract Administration Group, and Local Lodge 709 shall automatically be made in those Part I provisions and that the IAM&AW and Local Lodge 709 shall negotiate with LM AERO - MERIDIAN concerning the wages, job classifications, and local hospital and medical benefits (to be substituted for the group insurance benefits provided for in Part I) and shall include these newly negotiated terms of employment in the added Part in place of the wages, job classifications, and local hospital and medical benefits provided in Part I. Local Lodge 709 and the IAM&AW shall have authority to administer and enforce the provisions of this

PART A - SECTION 1

Sub-section (C).

- (D) In the event that LM AERO - MERIDIAN during the period of this Agreement establishes or acquires and operates a new plant in the State of Georgia other than the Marietta Plant, the Lockheed Nuclear Products Plant, the Lockheed Industrial Products Plant, or a feeder plant, and such plant is engaged in the manufacture or modification of airframes, missiles, or components of either airframes or missiles, aircraft, spacecraft or items necessary to the functions of aircraft, missiles, spacecraft, Anti-Submarine Warfare and Ocean Systems and related products, Local Lodge 709 and the IAM&AW will claim the bargaining rights for hourly-paid personnel employed at such new plant to work in any job classification covered by Part B of this Agreement. LM AERO - MERIDIAN will recognize Local Lodge 709 and the IAM&AW as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for such personnel at such new plant, except where another collective bargaining agent has established collective bargaining rights in the affected unit at such new plant. LM AERO - MERIDIAN will negotiate with Local Lodge 709 and the IAM&AW the terms and conditions of a separate agreement covering employees in

PART A - SECTION 2

the bargaining unit referred to in this Sub-section (D). Except that any such facility as defined in this Paragraph (D) acquired and operated within a one-hundred (100) mile radius of the Marietta Plant within the State of Georgia, representation rights shall be extended to Local Lodge 709 and the IAM&AW and the current Labor Agreement shall apply. Local Lodge 709 and the IAM&AW shall have authority to administer and enforce the provisions of this Sub-section (D).

Section 2 - Interpretation and Application

- (A) This Agreement consists of three Parts. These parts are designated as Parts A through I. This entire Agreement resulted from joint negotiations between LM AERO - MERIDIAN and the IAM&AW and each of the Local Lodges listed in Section 1 of this Part A of the Agreement. The entire Agreement was approved by the cumulative votes of the individual members of each of those Local Lodges. It is understood that the printing of certain Parts of this Agreement separately from other Parts of this Agreement is for convenience only and is not intended to create separate collective bargaining units.
- (B) For the purposes of interpretation, application, administration and enforcement, all of the provisions of this Agreement except

PART A - SECTION 2

Section 1 of this Part A, shall be interpreted and applied separately but uniformly to each of the three separate Contract Administration Groups. The provisions of this Part A are applicable to each of the Contract Administration Groups. Only Part A and one other Part of this Agreement shall, however, be applicable to each of the three separate Contract Administration Groups. The following rules shall be used to determine which Part of the Agreement other than this Part A shall be applicable in any particular situation:

- (1) Part B shall be applicable only to Marietta Plant Represented Employees;
 - (2) Part C shall be applicable only to Clarksburg Plant Represented Employees;
 - (3) Part I shall be applicable only to Meridian Plant Represented Employees.
- (C) The IAM&AW and LM AERO - MERIDIAN shall have full and exclusive authority to administer and enforce the provisions of this Part A of the Agreement, except as otherwise provided in Section 1 (C) and (D) and Section 3 (C) of this Part A.

PART A - SECTION 3

**Section 3 - Period of Agreement and Procedure
for Amending or Replacing Agreement**

- (A) This Agreement shall remain in full force and effect from March 7, 2011, until and through March 2, 2014, and thereafter from year to year unless either the IAM&AW or LM AERO - MERIDIAN gives notice in writing to the other party to this Agreement during the period from 12:01 a.m., December 1, 2013, through midnight December 31, 2013, or during a like period in any subsequent year proposing modifications or amendments to this Agreement. Such notice shall specify the modifications or amendments desired. All of the parties to this Agreement agree to commence negotiations within fifteen (15) days after the giving of such notice and it is the intent of the parties to confine negotiations to such modifications or amendments as are specified in such notice. In the event of a failure of the parties to reach an Agreement upon such modifications or amendments by March 2, 2014, or by the first Sunday in March of any subsequent yearly period for which this Agreement remains in full force and effect, either the IAM&AW or LM AERO - MERIDIAN, at any time thereafter, may terminate this Agreement.
- (B) The Negotiating Committee which shall represent the IAM&AW and each of the

PART A - SECTION 3

Local Lodges which are parties to this Agreement in the negotiations contemplated under Sub-section (A) of this Section shall consist of four (4) LM AERO - MARIETTA employees who are members of Local Lodge 709 plus the President of Local Lodge 709 plus one (1) representative from each of the other Local Lodges which is a party to this Agreement plus one (1) or two (2) Grand Lodge Representatives. This Negotiating Committee is sometimes hereinafter referred to as the Union Negotiating Committee. In votes taken by the representatives of the Local Lodges, the vote of each such representative shall be weighted in proportion to the number of employees he represents. Accordingly, the vote of each such representative shall have the same relative weight in the count of the total votes of all of such representatives of the Union Negotiating Committee as the number of employees represented by that member bears to the total number of employees included in the multi-plant bargaining unit to which this Agreement is applicable. For this purpose each of the five (5) representatives of Local Lodge 709 on the Union Negotiating Committee shall be deemed to represent one-fifth (1/5) of the Marietta Plant Represented Employees and each of the representatives from each of the other Local Lodges shall be deemed to represent the employees in the Contract Administration Group which his Local Lodge represents for

PART A - SECTION 3

the purpose of administering this Agreement. The Negotiating Committee which shall represent LM AERO - MERIDIAN in these negotiations, sometimes hereinafter referred to as the Company Negotiating Committee, shall consist of no more members than the number of members on the Union Negotiating Committee. By mutual agreement the Union and Company Committees may establish such special sub-committees as they deem appropriate to recommend and advise them concerning specific and specialized subjects, and the persons comprising such sub-committees shall be permitted to participate in discussions concerning the subject of their specialty but shall have no vote. After the Union Negotiating Committee and the Company Negotiating Committee have reached agreement on all amendments and modifications to this Agreement or have entered into a new agreement to replace this Agreement, all such amendments and modifications or the new agreement in its entirety shall be accepted or rejected as a whole without acceptance or rejection of parts thereof, and the ratification and final acceptance or the rejection, by the IAM&AW and by each of the Local Lodges listed in this Part A, Section 1, of such amendments or modifications or of a new Agreement, as the case may be, shall be by a majority of the total pooled votes from throughout the multi-plant bargaining unit of

PART A - SECTION 3

all employees who are eligible to and who actually vote in each of the three (3) Contract Administration Groups enumerated in Part A, Section 1, of this Agreement.

- (C) In the event of instructions from the Federal Government to alter or change the working schedule now in effect, LM AERO - MERIDIAN may, upon fifteen (15) days' written notice, reopen negotiations with the IAM&AW and the affected Local Lodge or Lodges for the purpose of amending such sections of this Agreement as pertain to hours of work and/or overtime payment for the sole purpose of considering objectives desired by the Government. The affected Local Lodge or Local Lodges and the IAM&AW shall have authority to administer and enforce the provisions of this Subsection (C).
- (D) Any notice given under this Section of the Agreement shall be effective only if mailed, postage prepaid, by registered or certified mail, return receipt requested, and if addressed:
 - (1) When given to LM AERO - MERIDIAN, to the President of LM AERO - MARIETTA, 86 South Cobb Drive, Marietta, Georgia 30063, or
 - (2) When given to the IAM&AW, to the General Vice President of the

PART A - SECTION 3

International Association of
Machinists and Aerospace Workers
who has jurisdiction over Local Lodge
709 at the address which has been
furnished to LM AERO - MERIDIAN
by the IAM&AW.

The date of receipt shown on the registered
or certified mail return receipt shall be
deemed to be the date on which the related
notice is given and received for all purposes
under this Agreement.

PART I - ARTICLE I, SECTION 1

PART I

**PROVISIONS APPLICABLE TO MERIDIAN
PLANT REPRESENTED EMPLOYEES ONLY**

ARTICLE I - GENERAL PROVISIONS

Section 1 - Definitions

- (A) The phrase "Meridian Plant Represented Employees", as used throughout this Agreement, shall mean the group of hourly-paid employees of the Company who work at the Meridian, Mississippi, Plant of LM AERO - MERIDIAN and who are employed in a job classification listed in Part I, Article VIII, Section 2, of this Agreement or in a new job classification established pursuant to the provisions of Part I, Article VIII, Section 1 (2), of this Agreement; provided, however, the meaning of the phrase "Meridian Plant Represented Employees" shall not include office and plant clerical employees, watchmen, professional, laboratory, and technical employees, and department heads, supervisors, and all supervisory employees of any type or title within the meaning of the National Labor Relations Act, as amended.

- (B) The words "employee" and "employees", as used in this Part I of the Agreement, shall include only those persons who are members of the group referred to as the Meridian Plant

PART I - ARTICLE I, SECTION 1

Represented Employees, unless another meaning is specifically and expressly stated in the provision in which the word "employee" or "employees" is used.

- (C) The word "Union", as used in this Part I of the Agreement, shall mean Local Lodge 2386 and the IAM&AW only, unless another meaning is specifically and expressly stated in the provision in which the word "Union" is used.
- (D) The word "Company" and the word "plant", as used in this Part I of the Agreement, shall mean or refer only to the Meridian, Mississippi, Plant of LM AERO - MERIDIAN, unless another meaning is specifically and expressly stated in the provision in which the word "Company" or "plant" is used.
- (E) Salaried personnel shall not perform work normally performed by employees in the bargaining unit except in the following types of situations:
 - 1) In the instruction or training of employees.
 - 2) In emergency or critical conditions.
 - 3) In order to prevent injury to employees or damage to Company or customer property or equipment.

PART I - ARTICLE I, SECTION 2 & 3

- 4) In circumstances where technical or scientific personnel perform duties which relate to or are a part of the procedures they must follow to accomplish their assignments.
- 5) When such work is related and necessary to the performance of the salaried employee's duties.

The Company will use its best efforts to ensure that the terms of this Agreement are understood and applied throughout the Company with the intent herein.

Section 2 - Authority of Union

The Union shall have full authority to administer and enforce the provisions of this Part I of the Agreement and to exercise full authority of the collective bargaining representative with regard to the Meridian Plant Represented Employees during the period of this Agreement, except that this authority shall not be exclusive with regard to the negotiation and acceptance of an agreement to amend or replace this Agreement pursuant to Part A, Section 3, of this Agreement.

Section 3 - Sole Agreement

This Agreement, when accepted by the parties hereto, and signed by their duly authorized agents, shall constitute, except for the Lockheed Martin Corporation Retirement Plan for Certain Hourly Employees as in effect on March 7, 2011, as

PART I - ARTICLE I, SECTION 4

amended by the Retirement Plan Amendment Agreement effective March 7, 2011; the Lockheed Martin Capital Accumulation Plan for Hourly Employees in effect on March 7, 2011; the Lockheed Martin Basic Benefit Plan for Hourly Employees as amended March 7, 2011; the Lockheed Martin Hourly Employee Savings Plan Plus as in effect on March 7, 2011; as amended by the Hourly Employee Savings Plan Plus Amendment Agreement effective March 7, 2011, with contribution increases effective April 11, 2011; and the Agreement for Flexible Benefits Plan and Dependent Care Account Plan as in effect on March 1, 1996 the sole agreement between them.

Section 4 - Performance Required

The Company and the Union agree that they will administer this Agreement in accordance with the true intent of its terms and provisions and will give each other fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Company and the Union. It shall be the duty of the Company and its representatives and the Union and its representatives to comply with and abide by all the provisions of this Agreement.

Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. Time is the essence of this Agreement.

The waiver of any breach or condition of this Agreement by either party shall not constitute a

PART I - ARTICLE I, SECTION 5, 6, 7

precedent for any further waiver of such breach or condition.

Section 5 - Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of any successor or assignee of all or substantially all of the Company's business or assets unless prohibited by law or regulation; however, this Agreement is not otherwise assignable without the mutual consent of the parties.

Section 6 - Right to Manage Plant

The Company has and will retain the right and power to manage the plant and direct the working forces, including the right to hire, to discipline, to suspend or discharge for just cause, to promote, demote and transfer its employees, subject to the provisions of this Agreement. Any claim that the Company has exercised such right and power contrary to the provisions of this Agreement may be taken up as a grievance.

Section 7 - Strikes and Lockouts

For the duration of this Agreement the Union agrees that it shall not cause or engage in nor condone its' members to cause or engage in, nor shall any employee covered by this agreement take part in any strike, slowdown or stoppage of work against the Company, and the Company agrees that it shall not cause or engage in any lockout.

PART I - ARTICLE I, SECTION 8 & 9

Section 8 - Union Responsibility

The Union agrees with the objective of achieving the highest level of employee performance and efficiency consistent with safety, good health and sustained effort, and will not take, authorize, or condone any action which interferes with attainment of such objective.

In the event of a breach by the Union of the provisions of Article I, Section 7, of this Agreement, the Company may abrogate this entire Agreement. Any action by a Steward which is not authorized, concurred in, or supported by the Union, will not constitute a breach of this Agreement on the part of the Union for purposes of this paragraph.

Section 9 - Deductions from Earnings for Union Dues

- (1) The Company will deduct from their wages and turn over to the Union, the Union Membership Dues of each employee who individually and voluntarily authorizes the Company in writing to make such deductions. The term "Union Membership Dues", as used herein shall include Union initiation fees or reinstatement fees of employees rehired by the Company, with or without seniority, when such employees are reinstated or rejoin the Union. Such deductions shall be made in accordance with the following provisions.

PART I - ARTICLE I, SECTION 9

- (a) Such deductions shall be made only in accordance with instructions upon authorization cards which shall be in a form mutually agreed to between the Company and the Union. In order to be effective, such authorization cards shall be delivered by the Union to the Payroll Accounting Department of the Company. Such authorizations shall be revocable at will.
- (b) Deductions for that portion of the Union Membership dues consisting of Union initiation fees or reinstatement fees, as provided above, shall be made from the employee's paycheck weekly in the amount and from the number of such checks as specified by the employee on the authorization card.
- (c) Deductions for other Union Membership Dues shall be made from the employee's paycheck weekly, for fifty (50) weeks of the calendar year. Such deductions shall be in the amount certified to the Company by the Union. Any change in the amount of deductions for such Union Membership Dues shall be made effective for the weekly pay period following two (2) full weeks' written notice of such change by the Union to the Company. In the event a deduction for such dues is not made from one or more consecutive weekly paychecks due to

PART I - ARTICLE I, SECTION 9

insufficient earnings by the employee, then on the next paycheck that the employee has sufficient earnings, a retroactive deduction shall be made.

- (d) To be effective as of a weekly payroll period, dues deduction authorizations must be received by the Payroll Accounting Department of the Company by 4:45 p.m. on the second Tuesday preceding the Friday ending such payroll period.
- (e) The Company's obligation to make such deductions shall terminate upon receipt by the Company of written revocation by the employee of such authorization by registered or certified mail, or in the event the employee shall cease to be an employee as defined in Article I, Section 1, of this Agreement, except that deductions shall be continued for employees temporarily transferred from the bargaining unit for a period of twenty-four (24) weeks or less unless such dues deductions are revoked by the employee as stated above.
- (f) Revocations shall be made effective on employees' paychecks for the first weekly pay period following receipt of notice as herein set forth. To be effective on such period, revocations must be received in the Payroll Accounting

PART I - ARTICLE I, SECTION 9

Department of the Company by 4:45 p.m. on the second Tuesday preceding the Friday ending such payroll period.

- (2) The Company will mail a check to the Union for the deductions referred to in this Section within ten (10) days following the pay day in which such deductions are reflected in the paychecks.
- (3) Deductions for Union Membership Dues (with a maximum pickup of four weeks plus the current week) shall be resumed by the Payroll Accounting Department in the following situations unless written revocation notice from the employee has been received by the Company in accordance with Paragraph (e) of this section:
 - (a) Upon recall from layoff.
 - (b) Upon return from prolonged leave of absence.
 - (c) Upon return to bargaining unit with seniority after transfer to non-bargaining unit job.
 - (d) Upon return to the bargaining unit with seniority by any other employee who leaves the bargaining unit on or after the effective date of the Agreement.

PART I - ARTICLE I, SECTION 10 & 11

The Company shall provide the Union with a monthly record of dues deductions, with such record to be on the basis of the Company's accounting months.

- (4) The Company on the first day of employment shall introduce each new employee to his Steward.
- (5) The Company on the first day of employment shall give each new employee a copy of this Agreement.

Section 10 - Separability

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In event of any such invalidation, the Company and the Union shall meet promptly for the purpose of resolving such invalidation.

Section 11 - Security Regulations

The Union recognizes that the Company has certain obligations in its contracts with the Government pertaining to security, and agrees that nothing contained in this Agreement is intended to place the Company in violation of its security agreements with the Government.

PART I - ARTICLE I, SECTION 12

Therefore, in the event that the U.S. Air Force, U. S. Navy, or other Government Agency duly concerned with Lockheed Martin Corporation security regulations, advises the Company in writing that any employee in the Union bargaining unit is restricted from work on or access to classified information and material, the Union will not contest such action as the Company may take pursuant to such advice to comply with its security obligations to the Government. In the event such Government Agency, following the taking of such action, advises the Company in writing that such an employee is no longer restricted for work on or access to classified information and material, the Company shall, promptly after receipt of such written advice from such Government Agency, reinstate with seniority and subject to the provisions of Article IV such an employee, if he promptly applies for such reinstatement, to the same job classification and rate of pay he held at the time such action was taken, and will join such employee and/or the Union, at such employee's request, in an application to such Government Agency for restoration by the Government of lost pay.

Section 12 - Non-Discrimination

The Company and the Union agree that there will be no discrimination in the application of this Agreement because of age, race, color, creed, religion, sex, national origin, disability, or status as a U. S. Military Veteran or Disabled U. S. Military Veteran. The intent of the parties is to comply with

PART I - ARTICLE I, SECTION 12

all Federal, State, and Municipal employment laws as may apply to the workforce.

The Masculine gender provisions which are contained in this Company – Union Agreement are intended to apply to both males and females and there is no intent to limit any rights of an employee based upon the sex of that employee.

PART I - ARTICLE II, SECTION 1
ARTICLE II - UNION-COMPANY
RELATIONS

Section 1 - Union Stewards (Area and Senior)

(A) Number of Stewards:

- (1) As designated by the Union, in writing to the Plant Manager, there shall be on each active shift of the Plant an Area Steward for every thirty-five (35) employees, or major fraction thereof, and a Senior Steward for each active shift; provided, however, that a shift consisting of less than thirty-five (35) employees may be represented only by a Senior Steward. Each Steward shall be an employee other than a Lead, regularly assigned to work on the same shift as the employees he represents. Area Stewards shall have jurisdiction over the respective areas established by mutual agreement between the Plant Manager and the President of the Local.
- (2) Once each year at a time mutually agreed upon, the Company shall permit all employees who are Union members to vote on Company property and during working hours for Stewards. Additionally, when the merger or addition of organizational units or shifts makes necessary the election of a Steward, such election may be held on Company

PART I - ARTICLE II, SECTION 1

property and during working hours. The voting shall be conducted under rules and regulations agreed to between the Company and the Union.

(B) Time Off from Work:

While the Company and Union recognize the need for Union time, we also recognize the need to assure Company work is accomplished in accordance with operational requirements.

- (1) A Senior Steward will be permitted to take the necessary time off from work without loss of pay for discussion with the designated Company Representative of grievances of employees.
- (2) A Senior Steward will be permitted to take the necessary time off from work without loss of pay for the following Company-Union business within the Plant:
 - (a) For so much of one-half hour of the shift at a time mutually agreed upon by the Senior Steward and the designated Company Representative as is required for the Senior Steward to contact an Area Steward or an employee who has a grievance. The Company may grant additional time to a specific written request to

PART I - ARTICLE II, SECTION 1

encourage resolution of the grievances. It is understood the Senior Steward will not abuse the use of Union time.

- (3) An Area Steward will be permitted to take the necessary time off from work without loss of pay for the following Company-Union business within his assigned area as Area Steward.
 - (a) An Area Steward will be permitted to take the necessary time off from work without loss of pay for discussion with the affected designated Company Representative of complaints or grievances of employees.
 - (b) For so much of one-half hour of the shift at a time mutually agreed upon by the Area Steward and his designated Company Representative as is required for the Area Steward to contact his Senior Steward or to contact an employee who has a complaint or grievance. The Company may grant additional time to a specific written request to encourage resolution of the grievances. It is understood the Area Steward will not abuse the use of Union time.

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- (4) It is agreed that each Senior Steward and Area Steward has assigned work to perform in the Plant and that the contacts on Company time, which are provided for in this Section, will be no more frequent and no longer than the matter for discussion reasonably requires. A Senior Steward or Area Steward who finds it necessary to leave his immediate work area shall first request permission from his immediate full-time supervision. Such requests shall not unreasonably be denied. (See Letter #4 where applicable.)
- (5) It is agreed that the Union President will, on occasion, have Company-Union business to conduct on Company time with the Plant Manager or designee. It is understood that such meetings will be mutually agreed-upon and will be no more frequent nor longer than the matter for discussion reasonably requires.
- (C) Union Officials and Steward Status on Transfers:

The President, Secretary-Treasurer, and the Senior Steward of whose status as such President, Secretary-Treasurer, or Senior Steward the Company has had five (5) calendar days' written notice and is to be transferred to a different department or classification, the Company will give the

PART I - ARTICLE II, SECTION 1

Union five (5) calendar days' written notice of such transfer.

Union Area Stewards and Senior Stewards of whose status as such Area Steward and Senior Steward the Company has had five (5) calendar days' written notice shall not be transferred from his respective area of jurisdiction and shift as established under Article II, Section 1 (A) (1) of this Agreement, provided he is competent to perform the work remaining within such area of jurisdiction and shift. If an Area Steward is to be transferred to a different area of jurisdiction or shift, the Company will give the Union five (5) calendar days' written notice of such transfer. At the annual election of Union Stewards as provided for in Article II, Section 1 (A) (2) of this Agreement, written notice to the Company will suffice and the five (5) calendar days' notice shall be waived.

The President, Vice-President, Secretary-Treasurer, Recording Secretary, and members of the Grievance Committee as defined in Article III, Section 1 (A) shall be placed on day shift after written notice to the Company of an election.

(D) Union Representation on Overtime:

When overtime work is scheduled to be performed in a cost center, or in a department if

PART I - ARTICLE II, SECTION 2

the department has no cost centers, on a weekend and the Steward is not scheduled to work, the Steward will be notified in advance of such overtime, together with the names of those employees scheduled to work, when supervision has such information sufficiently in advance to notify the Steward. Such Steward may designate one of the scheduled employees to act as Steward during the overtime period by so notifying the designated Company Representative. (See Letter #3 where applicable.)

Section 2 - Grand Lodge Representative

The Grand Lodge Representative of the Union shall have access to the Plant Manager's Office for the purpose of contacting the Plant Manager. Such Grand Lodge Representative shall also, upon arrangement through the Plant Manager's Office, be permitted to contact the Union President or his representative concerning employee complaints or grievances or matters arising out of the application of this Agreement. Such visits shall be subject to such regulations as may be made from time to time by the Company. The Company shall not impose regulations which will render ineffective the purpose of this Section.

The Grand Lodge Representative shall not confer with employees (other than the Union President or his representative) or with the supervision of any department while on Company property except

PART I - ARTICLE II, SECTION 3 & 4

through mutual agreement with the Plant Manager.

Section 3 - Cooperation

The Union and its members agree to report to the Company any acts of sabotage, subversive activities, conduct for which the intended result is threatened or actual harm to people or property, theft, damage to or taking of any employee's, Company's, and/or Government's property or work in process or materials, or any known threat of sabotage, subversive activities, or damage to or taking of such property, and the Union further agrees if any such acts occur to use its best efforts in assisting the Company and the Government to determine and apprehend the guilty party or parties.

The Union agrees to discourage its members from the sale, use and/or possession of illegal or controlled substances while on Company property.

Section 4 - Bulletin Boards and Posting Notices

Space shall be provided on Company property at a prominent location for a Union bulletin board to be used for the posting of the following types of notices:

- (1) Notices of Union recreational, social, welfare and educational activities. (Educational as used here shall be the same as contemplated in Article VI, Section 8);
- (2) Notices of Union elections;

PART I - ARTICLE II, SECTION 5 & 6

- (3) Notices of Union appointments and results of Union elections;
- (4) Notices of Union meetings;
- (5) Such other notices as may be mutually agreed upon by the Company and the Union.

The Union shall not distribute or post, nor authorize its members to distribute or post, any material anywhere on the Company's property except as herein provided. The Company may remove such bulletin board in the event of repeated violation of this Section. The Union may distribute each edition of its newspaper at the main employee entrance to the Plant in appropriate containers. Within twenty-four (24) hours thereafter, the Union will pick up and dispose of all remaining copies.

Section 5 - Solicitation of Memberships

Employees and Union representatives shall not solicit Union memberships or collect dues on Company property on the Company time of any employee, although such activities may be conducted by employees on Company property on the free time of the employees. (See Letter #10 where applicable.)

Section 6 - Reports

The Union may request the following reports which are to be furnished as soon as possible; such requests shall be made only by the President or the

PART I - ARTICLE II, SECTION 6

Financial Secretary of the Union. The Union assumes full responsibility for maintaining confidentiality of information contained in these reports or any associated reports provided upon request, and agrees not to disseminate to unauthorized person(s) or agencies.

- (1) Upon the request of the Union, the Company shall furnish the Union with lists of employees in their respective departments, showing rates, classifications, and dates of hiring and shifts. Such lists of employees shall be coded in a manner which will indicate employees who have, since the last previous such list:
 - (a) Received a promotion from within his same department,
 - (b) Received a promotion other than under (a) above.
- (2) The Company will provide the Union with a copy of any recall list published.
- (3) Upon hiring an employee the Company shall promptly furnish a copy of the hiring notice to the Union.
- (4) On a General Layoff the Company will furnish a seniority roster by occupation of all laid-off employees as of a date immediately after the application of the General Layoff.
- (5) The Company will notify the Union in

PART I - ARTICLE II, SECTION 6

writing of the name, seniority date, classification, and department of each salaried employee returned to the bargaining unit.

- (6) The Company will furnish the Union a list of all bargaining unit employees on the active payroll showing the last known address given to the Company. Such list to be furnished as often as published and no less frequently than quarterly.

PART I - ARTICLE III, SECTION 1
ARTICLE III - GRIEVANCE PROCEDURE
AND ARBITRATION

Section 1 - Method of Handling Employee Grievances

Any employee having a problem concerning his rate of pay, wages, hours of employment, or other conditions of employment, may make such problem the subject matter of a grievance. All grievances may be processed as hereinafter provided in Sections 1 and 2 of this Article, but only those grievances involving the interpretation or application of a specific clause of this Agreement as provided in Section 3 of this Article may be referred to arbitration.

Failure of the Union to proceed within any time limit set forth in this procedure, hereinafter stated, shall constitute a waiver of the grievance.

If a retroactive adjustment is involved in an employee's grievance based upon a change in his job classification, such retroactivity shall not exceed thirty (30) calendar days prior to the date the employee's written grievance was presented to the department head, unless extended by mutual agreement of the Company and the Union.

The Company shall not confer with an employee with respect to a written grievance filed by him unless the employee's Area Steward has been notified and given an opportunity to be present.

PART I - ARTICLE III, SECTION 1

Failure of the Company to act within the time limit set forth in any Step shall entitle the Union to proceed to the next Step. In a particular case, any time limit specified hereinafter may be extended by mutual agreement in writing between the Company and the Union.

At Steps 1 through 3 of the grievance procedure as hereinafter set forth, the Human Resources Representative assigned to the facility may meet with and provide assistance and information to the parties in seeking resolution of grievances and problems arising under this Agreement.

(A) An employee shall not have a grievance unless the matter complained of is first brought to the attention of his designated Company Representative by the employee. In the event the matter is not resolved between the designated Company Representative and the employee, the procedure on employee grievances, except on grievances arising out of discharge, layoff, and recall from layoff as hereinafter provided, shall be as follows:

Step 1. An employee who wishes to present a grievance shall state his grievance in writing on a form to be mutually agreed upon by the Union and the Company, which shall be dated and signed by the employee, and shall set forth a complete statement of the grievance, the facts on which it is

PART I - ARTICLE III, SECTION 1

based, the time of their occurrence and the remedy or correction desired. The employee's Area Steward shall deliver such grievance to the designated Company Representative. Unless the written grievance signed by the Employee has been delivered to the Company Representative within ten (10) calendar days after the occurrence upon which the grievance is founded, the grievance shall be deemed to be waived. The designated Company Representative shall give his written answer no later than the third (3rd) working day after receipt of the written grievance. Any settlement made at Step 1 shall be non-precedential in nature. In the event the designated Company Representative's written answer does not resolve the grievance, the designated Company Representative and the Area Steward shall immediately prepare a statement setting forth the specific pertinent points and facts upon which the Company and Union are in agreement, the points upon which the Company and Union are in disagreement, and the issue or issues remaining in dispute. Such statement shall be signed by the designated Company Representative and the Area Steward and attached to the

PART I - ARTICLE III, SECTION 1

several copies of the grievance for use in further processing. If the grievance involves a classification matter wherein the employee alleges that by reason of the performance of certain duties he is entitled to a classification different from the one he holds, the statement prepared and signed by the designated Company Representative and the Area Steward shall include a complete agreed-upon job duty resume setting forth the grievor's job duties.

If the Union wishes to proceed further with the grievance, the Union, within three (3) working days after receipt of the designated Company Representative's answer, shall proceed in accordance with Step 2.

- Step 2. The Senior Steward shall present to the Affected Manager (or his designee) a copy of the written grievance accompanied by the statement signed by the designated Company Representative and the Area Steward referred to in Step 1, and they shall attempt to effect a settlement. The Affected Manager shall give his written answer no later than the fifth (5th) working day after receipt of the written grievance at Step 2.

PART I - ARTICLE III, SECTION 1

If a settlement has not been reached in Step 2 and the Union wishes to proceed further with the grievance, the Union, within three (3) working days after receipt of the Affected Manager's answer, shall proceed in accordance with Step 3.

- Step 3. The Chairman of the Grievance Committee shall present to the Plant Manager (or his designee) a copy of the written grievance. Following receipt of such grievance, the Plant Manager shall meet with the Grievance Committee and they shall attempt to effect a settlement. The Plant Manager or designee shall give his written answer no later than the tenth (10th) working day after receipt of the written grievance at Step 3.

As designated by the Union in writing to the Plant Manager, the Grievance Committee referred to herein shall consist of three (3) full-time employees of the Company, one of whom shall be the President of the Local Lodge.

If a settlement has not been reached in Step 3 and the Union wishes to proceed further with the grievance, the Union shall proceed in accordance with Section 3.

PART I - ARTICLE III, SECTION 2

- (B) The procedure on grievances arising out of discharge, layoff or recall from layoff, shall be as follows:

The employee shall deliver his signed grievance to the Union who may deliver such written grievance to the Plant Manager's Office and proceed as set forth in Step 3 of this Section. Unless the written grievance signed by the employee has been delivered to the Plant Manager's Office within ten (10) working days after the discharge, layoff or recall complained of, the grievance shall be deemed to be waived.

Section 2 - Union Grievances

The Union may file a grievance with the Company with respect to the application or interpretation of any of the terms or provisions of Article I (except Sections 1 and 6), Article II, Article V (except Section 1), Section 5 of Article VI, and Sub-section (2) of Section 1 of Article VIII. Such Union grievances shall be delivered to the Affected Manager's Office within five (5) working days after the occurrence upon which such grievance is founded, and shall first be discussed by the President of the Union and the Affected Manager. Within five (5) working days after receipt of such grievance the Affected Manager shall deliver to the Union his answer in writing. If a settlement has not been reached and the Union desires to proceed further with the grievance, the Union within three (3) working days after receipt of such answer shall

PART I - ARTICLE III, SECTION 3

deliver to the Affected Manager a written notice that it desires for the grievance to be scheduled to be heard in a meeting between the Plant Manager and the Grievance Committee. Such grievances will be heard within fifteen (15) calendar days from the receipt of such written notice. The Affected Manager or designee and the President of the Union may be present at such meeting.

A written decision on such grievance will be rendered by the Company within three (3) working days after the completion of discussion of the grievance. If the Company and the Union fail to settle the grievance, the Union may proceed in accordance with Section 3 of this Article.

Failure of the Union to proceed within the time limits set forth shall constitute a waiver of the grievance.

Section 3 - Arbitration

Any grievance which has not been settled pursuant to Sections 1 and 2 of this Article, and which involves the interpretation or application of this Agreement, may be referred to arbitration.

The party seeking arbitration must deliver to the other party written notice of such intent to proceed to arbitration within ten (10) working days after the date of receipt of the decision of the Plant Manager or designee, which shall be rendered following the meeting as provided in Sections 1 and 2 of this Article. Within five (5) working days from the

PART I - ARTICLE III, SECTION 3

date of delivery of such notice, an arbitrator shall be selected by mutual agreement, or the parties shall request the Federal Mediation and Conciliation Service to submit a list of five (5) persons from which the arbitrator shall be chosen. Within three (3) working days following the receipt of such panel from the Federal Mediation and Conciliation Service the parties shall select an arbitrator in the following manner: The Union and the Company shall alternately strike one (1) name from such panel (the right to strike the first name having been determined by lot) until only one (1) name remains and that person shall be the arbitrator.

Upon receipt of acknowledgement by the arbitrator of his willingness to act, the parties shall, within three (3) working days, schedule the arbitration to be heard within the next thirty (30) calendar days. If the arbitrator cannot hear the case within such thirty (30) days, it shall be scheduled at the earliest date thereafter agreeable to the arbitrator, or, by mutual agreement, the parties may agree to select a new arbitrator or request a new panel in accordance with the procedure and within the time limits specified above. Failure by the party seeking arbitration to proceed within any of the time limits herein set forth shall result in a waiver of the grievance.

The parties shall execute a submission agreement. If the parties fail to agree upon a joint submission each party shall submit a separate submission and the arbitrator shall determine the issue or issues to

PART I - ARTICLE III, SECTION 3

be heard, provided that said issue or issues are arbitrable in accordance with this Section. The joint or the separate submission shall state the issue or issues and the specific clause or clauses of this Agreement which the arbitrator is to interpret or apply.

The arbitrator shall have the authority to interpret and apply the provisions of this Agreement including the authority to determine under Article VIII, Section 1, (2), a basic rate of pay for a modified or newly established job.

In consideration of cases involving employees off the payroll and in cases involving pay rates, the arbitrator's authority will be limited to award no more than two hundred and forty (240) calendar days or pay adjustment in remedy of any grievance. The arbitrator shall not have the authority to amend or modify this Agreement or to establish new terms and conditions of this Agreement. The decision of the arbitrator shall be final and binding upon the Company, the Union, and the employee, and shall be complied with expeditiously.

The parties recognize that honest resolution of grievances is dependent on early and truthful disclosure of the facts of the case. Accordingly, arbitrators are instructed to give greater weight to facts that are documented in case records early in the procedure and lesser weight to those facts that are raised later in the procedure. Specifically, facts or contentions that are raised for the first time before the arbitrator, that have not been considered

PART I - ARTICLE III, SECTION 3

by the parties, are to be entirely discounted and not considered by the arbitrator.

In the event an arbitrator is selected and a hearing date scheduled and agreed upon by both parties and either party subsequently cancels such hearing, the party so canceling shall pay any costs assessed by the arbitrator. Except as provided above, the compensation and expenses of the arbitrator and arbitration shall be divided equally, provided, however, that each party shall bear the expenses in respect to its own witnesses and persons presenting its case, and that the cost of any report or transcript shall be divided equally only if furnished by mutual consent. Each party shall pay one-half of the aggrieved employee's time lost from work for appearance at the arbitration proceedings.

PART I - ARTICLE IV, SECTION 1

ARTICLE IV - SENIORITY

Section 1 - Basis of Seniority

Seniority shall be the relative status of employees in respect to length of service with the Company at the Meridian Plant, subject to the following qualifications:

- (1) An employee hired at the Meridian Plant or transferred to such plant to work within it, shall have seniority dating from his original hire or rehire with, or transfer to the Meridian Plant;
- (2) An employee transferred from a classification covered by this Agreement to a salaried classification within the Company prior to January 1, 2006, shall continue to accumulate seniority and in case of transfer to a classification covered by this Agreement such seniority shall apply.

An employee transferred from an occupation covered by this Agreement to a salaried occupation within the Company on or after January 1, 2006, shall not continue to accumulate seniority, but will retain the seniority previously accumulated while holding an occupation covered by this Agreement. In case of transfer to an occupation covered by this Agreement such seniority shall apply and will continue to accumulate.

PART I - ARTICLE IV, SECTION 1

A salaried employee possessing seniority in accordance with the above may be placed in any previously-held classification covered by this Agreement provided such salaried employee possesses greater seniority than the most senior, qualified employee on the recall list for such classification. In the event such salaried employee possesses six (6) years' or more seniority and may not, due to insufficient seniority, be placed in the classification held immediately prior to his most recent transfer to a salaried occupation nor in any previously-held classification lateral thereto or higher, such salaried employee shall be considered as surplus in the classification held immediately prior to his transfer to a salaried occupation and will be afforded placement rights under Section 3, Paragraph (A) (5) of this Article IV. Placement of a salaried employee under these provisions shall be into the highest of any such job classifications. If such salaried employee has been laid off his right to placement in an occupation covered by this Agreement shall be subject to the same provisions as are set forth in Section 7 of this Article.

- (4) An employee may be transferred from an hourly classification to a classification covered by this Agreement if he possesses greater seniority than the most senior, qualified employee on the recall list for

PART I - ARTICLE IV, SECTION 2

such classification. Such transferred employee shall have seniority dating from his original hire or rehire by the Company. An employee hired on or after January 1, 1978 into a non-represented hourly classification and thereafter transferring into a classification covered by this Agreement shall have seniority from the date of such transfer.

- (5) A part-time employee shall be entitled to credit for length of service in the same proportion that time regularly worked by such part-time employee bears to the time regularly worked by a full-time employee except for purposes of layoff and recalling from layoff. For purposes of layoff, part-time employees shall not be considered to have acquired seniority.

Section 2 - Establishment of Seniority Rights

Ninety (90) calendar days after an employee starts to work, he shall acquire seniority rights, and his seniority shall be retroactive to his starting date. During the first ninety (90) calendar days of his employment, he shall be considered probationary, and his retention as an employee shall be entirely within the discretion of the Company. On matters other than discharge or layoff, such employee shall be entitled to the same representation as other employees as set forth in Article I, Section 1.

If an employee is laid off during his probationary

PART I - ARTICLE IV, SECTION 3

period and subsequently rehired, any seniority accumulated during the twelve (12) months immediately preceding his rehire date shall be counted toward his probationary period. If such service is not continuous, the employee's seniority date shall be established as of a date ninety (90) calendar days prior to the completion of the probationary period.

Section 3 - Layoffs

(A) General Layoff:

- (1) An employee who has acquired seniority rights pursuant to the provisions of Section 2 of this Article shall not be laid off under the general layoff provisions of this Sub-section (A) unless all employees in his classification who have not acquired seniority rights pursuant to the provisions of Section 2 of this Article have been laid off. In a department where a surplus in an occupation develops and employees in such department and occupation who have acquired seniority rights and possess the same seniority date become vulnerable to layoff, such employee(s) possessing prior service will be given preference (where prior service information is available) in the following order: Meridian Hires, Lockheed Martin Aeronautics Hires, Lockheed Martin Corporation Hires, and Others. Employees will be considered in these

PART I - ARTICLE IV, SECTION 3

groups and the employee with the earliest original hire date will be considered more senior. The next preference will be given to employees with the lowest last five (5) digits in their employee number. Employee numbers (or prior service considerations) cannot be used for the purpose of displacing into another department or classification.

- (2) Employees who have acquired seniority rights shall be laid off, where ability, skill and efficiency are substantially equal, in order of seniority applied by classification within the department where the surplus exists.
- (3) Employees with one (1) year or more seniority shall be laid off in order of seniority applied by classification within the Company, where ability, skill and efficiency are substantially equal. This provision shall be applied as follows:

Where ability, skill and efficiency are substantially equal, employees within the surplus group shall displace the least senior employees in the classification in the Company.

- (4) An employee who has acquired seniority rights scheduled for layoff shall be placed in any lower-rated classification previously held or in any lateral clas-

PART I - ARTICLE IV, SECTION 3

sification previously held, if he is qualified to perform the work of the least-senior of any less-senior employees in such classification. The Company shall insofar as is practicable place the employee in the highest of any such classification previously held. The word "qualified" as used in this Sub-paragraph (4) means that an employee must be able without a training or learning period to perform:

- (a) The major duties set forth in the job description for such classification which distinguish it from other classifications;
 - (b) The work of the least-senior of any less-senior employees in such classification.
- (5) An employee having a seniority date before January 1, 1978 with six (6) years' or more seniority scheduled for layoff shall be placed in any lateral or lower-rated classification if he is qualified to perform the major duties set forth in the job description for such lateral or lower-rated classification which distinguishes such classification from other classifications.

In effecting placement under Sub-paragraph (5) above, the Company shall

PART I - ARTICLE IV, SECTION 3

insofar as it is practicable, place the employee in the highest of any such classification.

The word "qualified" as used in Sub-paragraph (5) above, means that an employee must be able, without a training or learning period, to perform the major duties as set forth in the job description for such classification which distinguishes such classification from other classifications; however, such employee, placed in a classification not previously held, will be given orientation normally provided employees displacing in the classification not previously held.

In order to be considered for placement consideration under Sub-paragraph (5) above, the employee must have on file with the Company full and factual information substantiating his qualifications for such lateral or lower-rated classification.

- (6) An employee scheduled for layoff may be placed in a lower-rated classification for which he is qualified if there is an available opening in such classification. Consideration shall be given to such placement before open hire.
- (7) The Company shall have five (5) working days in which to correct,

PART I - ARTICLE IV, SECTION 3

without liability, any improper layoff resulting from a surplus employee accepting a job involving displacement of another employee and then declining such job within twenty-four (24) hours prior to the effective date he was scheduled to displace such other employee.

- (8) In the event that a lead becomes surplus the downgrade shall be made within the cost center where the surplus occurs. Where ability, skill, and efficiency are substantially equal the least-senior lead leading the same classifications within such cost center as the surplus lead shall be downgraded. Where a department does not have cost centers the downgrade shall be made within the smallest unit under full-time supervision where the surplus occurs.
- (9) An employee scheduled for downgrade in lieu of layoff may at the time such downgrade is offered elect to take layoff in its place.

Provided, however, an employee in a classification within a department having a surplus may request and receive a layoff provided such employee is more senior than a lower senior employee within the department scheduled for surplus from the classification and provi-

PART I - ARTICLE IV, SECTION 3

ded a written request for such layoff is received by the department manager at least five (5) full work days prior to the effective date of the surplus or the date the affected employee is notified of the surplus declaration whichever is later. Such employees' recall rights will be limited to the classification involved in the current layoff and any recall rights to classifications higher than the classification from which voluntary layoff was taken to which the employee was entitled prior to the current layoff. Provided, however, that the recall rights of an employee who takes voluntary layoff shall be suspended for the classification from which laid off for a maximum of ninety (90) months or until the employee notifies Labor Relations in writing that they wish to be returned to the recall list. This notification, at minimum, will not become effective for a period of twelve (12) consecutive months immediately subsequent to the employee's layoff date without extending the employee's recall rights. Such employee shall remain on recall to higher classifications to which the employee had established recall rights prior to the current layoff. Upon notification, and following the twelve (12) month period of suspension, the employee's recall rights shall automatically be reactivated and the employee will at that time be

PART I - ARTICLE IV, SECTION 3

eligible for recall to the classification for which recall rights were suspended. Such employee, by electing voluntary layoff, shall forfeit recall rights to any lateral or lower classifications.

- (10) Normally, where ability, skill and efficiency are substantially equal, employees with the same seniority date will be laid off as stated in A(1) of this section.

(B) Temporary Layoff:

Temporary layoff may be made for periods of not exceeding twenty (20) working days. Such layoffs shall be made in order of Company-wide seniority applied by classification within the affected cost center, where ability, skill and efficiency are substantially equal. If a department does not have cost centers, such temporary layoffs shall be by classification within the affected department.

(C) Top Seniority for Purposes of Layoff:

For purposes of applying the Temporary and General Layoff procedures, the President who acts as Chairman of the Negotiating Committee, the Senior Steward as defined in Article III, Section 1(A), of whose status as such the Company has had seven (7) calendar days' written notice shall be deemed to have top seniority.

PART I - ARTICLE IV, SECTION 4

Section 4 - Recall

Employees shall be recalled from the recall list into the classification in which the opening exists in order of seniority, where ability, skill and efficiency are substantially equal. Upon recall to a classification of employees who become eligible for recall and who possess the same seniority date, such employee(s) possessing prior service will be given preference (where prior service information is available) in the following order: Meridian Hires, Lockheed Martin Aeronautics Hires, Lockheed Martin Corporation Hires and Others. The next preference will be given to employees with the lowest last five (5) digits in their employee number. Employees will be considered in these groups and the employee with the earliest original hire date will be considered more senior. The recall list shall include:

- (1) Those employees laid off from the classification in which the opening exists; and
- (2) Employees who in lieu of layoff accepted placement in a lateral classification or downgrade from the classification in which the opening exists or who, at the time of downgrade in lieu of layoff, had displacement rights in accordance with Section 3 of this Article into such lateral or lower classification previously held and in which the opening exists and were not

PART I - ARTICLE IV, SECTION 4

placed in such classification because of insufficient seniority; and

- (3) Those employees who, in lieu of layoff, accepted downgrade from the classification in which the opening exists and who were subsequently laid off; and
- (4) Those employees on layoff who at the time of their layoff had displacement rights in accordance with Section 3 of Article IV, into such lateral or lower classification previously held and in which the opening exists, but, because of insufficient seniority, were not placed into such classification.

Any employee recalled to the active payroll from layoff other than temporary recall shall be retained for not less than two (2) weeks or paid in lieu thereof. This paragraph is not to be construed as giving any such employee placement, displacement or retention rights different from or in addition to those provided elsewhere in this Agreement.

An employee on layoff status may refuse recall to a job of temporary duration without losing his place on the recall list or his right to be considered for the next opening for which he is eligible to be recalled. Employees refusing recall of temporary duration may be excluded from consideration for subsequent temporary recall for the following three (3) month period. A job of temporary duration, for the

PART I - ARTICLE IV, SECTION 5

purpose of this paragraph, is defined as a job which, in the opinion of the Company at the time the offer is made, is of an anticipated duration of sixty (60) days or less. It is understood that the Company will use its best judgment in making such determination, but will in no event be liable for errors in judgment in so determining.

If a laid-off employee fails to report for work in accordance with Article IV, Section 7(3) and provides a reasonable excuse, the employee shall not be entitled to the job but shall be entitled to hold his place on the seniority list and to be considered for the next vacancy for which he is eligible.

Section 5 - Employees Entering Armed Forces

Employees (other than temporary employees) who leave the employment of the Company for the purpose of entering the Armed Forces of the United States, shall be re-employed by the Company in accordance with the provisions of the Selective Service Act of 1948, as amended by the Universal Military Training and Selective Service Act of 1951, the Armed Forces Reserve Act of 1952, and the Reserve Act of 1955, and as such Act may be hereafter amended.

It is understood and agreed that no liability for the violation of any provision of this Agreement shall be predicated on any act done or omitted under the aforesaid Acts, if such action or omission was in accord with any then in effect regulation, order,

PART I - ARTICLE IV, SECTION 6

ruling, court decision, or administrative interpretation thereof, issued by any authorized person or agency or court of competent jurisdiction.

Any employee ordered by selective service to report for a pre-induction physical or any employee ordered by the Military Reserve to report for a physical examination preparatory to and in connection with being ordered to military training and service and thereby required to be absent from work, shall be granted pay for lost time, which pay shall not exceed pay at the regular rate for the employee's normal shift, provided:

- (1) The day of absence from work is necessary to enable the employee to report to the Selective Service Board or Military Reserve Station as ordered; and
- (2) The absence falls within the employee's regular work shift period; and
- (3) The absence is to be temporary, following which the employee will return to work; and
- (4) The absence does not involve an overtime day.

Section 6 -Information to be Furnished to the Union

- (1) On a General Layoff the Company will

PART I - ARTICLE IV, SECTION 7

furnish the following:

- (a) Beginning with the surplus request, the Union President will be advised and kept informed of the status of impending layoffs including the anticipated date, the approximate size, and the probable classifications affected.
- (2) The Company will, upon request from the Union President or Senior Steward to his designated Company Representative, make available to such Steward reasonable and pertinent information (such as information from the affected employee's kardex, change of status notice, reviews and employee performance notices) concerning a grievance.

Disputes arising out of the furnishing of such information will be referred to the Affected Manager or the Plant Manager.

Section 7 - Loss of Seniority

An employee shall lose his seniority upon the happening of any one of the following events:

- (1) Resignation (a four-day unreported absence on scheduled work days without a reasonable explanation for failure to notify the Company shall be

PART I - ARTICLE IV, SECTION 7

considered a resignation);

- (2) Discharge for just cause;
- (3) If, after a layoff, the employee is notified to report for work, by certified mail, addressed to them at their address on record at time of layoff (or to the last subsequent address provided to the Employee Service Center), and fails within one (1) week after notification or such additional time as the Company may grant to report for work;
- (4) Failure, after an interview, to report for work at the time designated by the Company or to furnish to the Company a reasonable excuse for failure to report;
- (5) Layoff for a period of ninety (90) consecutive months;
- (6) Failure to return to work from any leave within four (4) working days of expiration. (Failure to return to work after expiration of any leave shall be considered a resignation).
- (7) Any termination from the active payroll on a voluntary basis and accepting pension under the terms of any Lockheed Martin plan.

PART I - ARTICLE IV, SECTION 8

Section 8 - Promotion

- (1) On Promotion to Lead, consideration shall be given to qualified employees under the first full-time supervisor where the opening exists. Leads will be selected or removed within a department based on need and job-related criteria. Non job-related considerations will not be used in lead selection or removal.
- (2) On promotion to higher-rated jobs within the bargaining unit and on upgrading from lower grades to higher grades in the same occupation (except Lead) consideration shall first be given to those employees within the department where the opening exists; and then plant-wide. (See Letter #12 where applicable.)
- (3) In selecting an employee for such promotion to an available opening as provided in Paragraphs (1) and (2) above, the following standards shall apply:
 - (a) Availability for Release. Operational requirements will be considered insofar as they pertain to the release of an employee from his present job. The Company will not unreasonably deny an employee a release for upgrading.
 - (b) Where ability, skill and efficiency are substantially equal, preference shall be

PART I - ARTICLE IV, SECTION 9

given to the most senior qualified employee within the applicable unit.

- (c) An Employee shall not be considered for promotion if they have been promoted during the preceding six (6) months (except at company convenience).
- (4) Preference shall be given to the promotion of qualified employees eligible under this Section before open hire.

Section 9 - Priority in Filling Available Openings

In filling available openings in a job classification employees in the following groups shall be combined and preference shall be given to the most senior qualified employee where ability, skill and efficiency are substantially equal:

- (1) Employees who are being demoted from a higher-rated classification in lieu of layoff, and who are scheduled for placement in the job classification in which the opening exists.
- (2) Employees on the recall list of the classification in which the opening exists as defined in Section 4 of this Article.
- (3) Job classifications that have current or future openings will be published as new job openings are identified. Employees

PART I - ARTICLE IV, SECTION 9

desiring to apply for the opening may submit their resumes electronically or manually (hard copy). Employees on voluntary layoff will not be considered for upgrade. It is recognized that, despite our efforts, a small number of people may be placed on jobs they cannot perform. In these cases, where an employee has the background, the recommended training, with proper job instructions, have received an opportunity to do the work, and still cannot perform, the employee will be returned to the last classification held, or to the highest classification that the employee would have been recalled to had he/she not been promoted, seniority permitting.

A lateral transfer (transfer from one classification to another classification in the same labor grade) or a transfer within a classification may be made without reference to the priority above stated. A full time work assignment in a lateral or lower classification without change in classification may be made for a period not to exceed twenty (20) working days. Such period may be extended an additional twenty (20) working days provided such employees being so reassigned possess greater seniority than any employee on the recall list for such lateral or lower classification to which assigned. The affected steward shall be notified at the time any lateral or lower work assignment is made under this paragraph.

PART I - ARTICLE IV, SECTION 10 & 11

Section 10 - Transfers

On transfers to openings, preference will be given within the applicable unit as stated below on the basis of seniority to employees who are competent to fill the openings. All transfers will be subject to and made on the basis of operational requirements of the Company. Consideration will be given first to such employees within the department; then within the Company. The word "transfer" as used herein does not apply to promotion to higher-rated jobs; to upgrading from lower grades to higher grades in an occupation or to downgrading to lower-rated jobs. (See Letter #1 where applicable.)

Section 11 - Notification of Employee Address

All notices to employees will be sent to the last address filed with the Company. It is the employee's responsibility to notify the Company of any change of address either on the form provided for that purpose, or by certified mail.

PART I - ARTICLE V, SECTION 1

ARTICLE V - EMPLOYMENT CONDITIONS

**Section 1 - Sanitary, Safety and Health
Conditions**

The Company agrees to maintain sanitary, safe and healthful conditions in all its plants and working establishments in accordance with applicable laws. Proper and modern safety devices and protective safety equipment such as, but not limited to, rubber or leather gloves or aprons, canvas arm protectors, rubber boots, safety goggles and respirators will be provided where warranted by the hazards of the work.

No employee shall be discharged or otherwise disciplined for refusing to work on a job not made reasonably safe or sanitary for him, or that might unduly endanger his health.

Employees, who are injured on the job and as a result are unable to complete their shift, shall receive pay at their regular hourly rate for the balance of this shift on which the injury occurred.

The Union may select two (2) representatives to serve on the Plant Safety Committee.

Prescription-ground safety glasses broken during the performance of an employee's job duties shall be replaced by the Company.

Upon request, members of the Plant Safety Committee will be given (1) copies of the final accident report and recommended corrective action and (2)

PART I - ARTICLE V, SECTION 2 & 3

copies of data obtained from air, noise, hazard or toxicity studies as affects the working environment.

Section 2 - Employment Not Jeopardized

Union membership or legitimate Union activity will not jeopardize an employee's standing with the Company or opportunity for advancement.

Section 3 - Hiring Age

The Company agrees that there shall be no established maximum age limit in the hiring or retirement of employees.

PART I - ARTICLE VI, SECTION 1
ARTICLE VI - EMPLOYEE PRIVILEGES

Section 1 - Vacations

(A) Vacation Service and Privileges of an Employee on the Active Payroll of the Company:

(1) An employee's vacation begins to accrue on the first day of hire. Vacations will be accrued at the monthly rate shown below for any calendar month or partial calendar month worked by the employee (the employee must have been actively at work for at least one (1) hour during the month to qualify for accrual). Employees utilizing paid vacation (or any combination of vacation and holiday pay) for the entire month will be considered to have met this requirement. Employees' vacation balances will be available for use immediately upon being credited with the preceding month's vacation accrual on the first workday of the month following the month of accrual.

PART I - ARTICLE VI, SECTION 1

(2)

<u>Vacation Accrual Schedule for Full Time Employees</u>	
<u>Completed Years of Seniority or Continuous Service</u>	<u>Vacation Accrual</u>
<u>Less than 10 years</u>	<u>6.67 hours per month</u>
<u>10 years to 19 years</u>	<u>10.00 hours per month</u>
<u>20 years or more</u>	<u>13.34 hours per month</u>

(3) Pay for each week of vacation for a full-time employee means pay for forty (40) hours at the employees' regular base rate of pay at the time vacation is taken. An employees' regular base rate of pay does not include overtime, shift bonus, or any other premium, except that pay for a vacation for night shift employees shall include the night shift bonus in effect during the period of such employee's vacation.

(4) Vacation for an employee who is working on a part-time basis will accrue monthly at a ratio based on their hours worked compared to a forty (40)

PART I - ARTICLE VI, SECTION 1

hour schedule. For example, an employee with less than ten (10) years of service, working a twenty (20) hour per week schedule during the month, would accrue 3.34 hours of vacation for that month.

(5) An employee who is laid off, retires, terminates or enters the Armed Forces pursuant to Article IV, Section 6, of this agreement, will be paid their accrued vacation hours at the time of termination. Within the first sixty (60) days after returning to the active payroll, an employee who is laid off or who terminates for the purpose of entering the Armed Forces may have up to twenty (20) hours of vacation (not to exceed the number of hours paid out) reinstated by reimbursing the number of hours desired at the employee's current rate of pay plus any taxes required. The accrued vacation balance of a deceased employee will be paid to the employee's estate.

(6) An employee who is hired and begins work at the Meridian Plant of the Company within thirty (30) calendar days following his termination at another plant of the Lockheed Martin Corporation or subsidiary thereof, or during the period such employee is on layoff and possesses recall rights to such other plant, shall have his vacation accrual rate based upon the total active seniority accumulated by such employee with the Lockheed Martin Corporation or subsidiary thereof.

(7) Time lost, not to exceed six (6) months, due to occupational injury or occupational illness shall be

PART I - ARTICLE VI, SECTION 1

counted for the purpose of vacation accrual if the employee returns to the active payroll of the Company.

(B) Scheduling of Vacations:

- (1) Each employee may accumulate vacation up to a maximum of 400 hours. Vacation will continue to be accrued beyond the maximum with all vacation above the maximum paid out at year-end at the employees current base rate.
- (2) An employee may request up to eight (8) vacation days each year which may be taken in half-day increments (excluding lunch). The request must be made for either the first or the last half of the shift. Vacation may also be taken in one (1) hour increments. Employee request for a full single day, half day or one (1) hour increment vacation must be made no later than the end of the requesting employee's regularly assigned shift on the work day preceding the vacation requested. Advance employee requests for vacations will not be unreasonably denied.
- (3) Vacations shall be taken when they interfere least with production. Vacations requested at least one (1) week in advance will be given preference in scheduling. So far as is practicable,

PART I - ARTICLE VI, SECTION 2

vacation time preference will be given to employees with the greatest seniority.

Section 2 – Sick and Injury Leave

(A) Sick and Injury Leave Benefits of an Employee on the Active Payroll:

- (1) A seniority employee may accrue up to fifty (50) hours of sick and injury leave with pay per year that may be used in the event of his absence from work because of occupational or non-occupational sickness or injury, or in the event of his absence from work because of death or serious illness in his immediate family.
- (2) An employee's sick and injury leave benefits begin to accrue on the first day of hire. Sick and injury leave will be accrued on the monthly rate shown below for any calendar month or partial calendar month worked by the employee (the employee must have been actively at work for at least one (1) hour during the month of accrual). Employees' sick and injury leave balances will be available for use immediately upon being credited with the preceding months accrual hours on the first workday of the month following the month of accrual.

PART I - ARTICLE VI, SECTION 2

Sick and Injury leave Accrual Schedule for Full Time Employees	
Sick and Injury leave Accrual	
Full-time Employees	4.17 hours per month

- (3) Sick and injury leave may be taken in either a one (1), two (2), three (3), four (4), five (5), six (6), seven (7), or eight (8), nine (9) or ten (10) hour increment.
- (4) A full-time employee means an employee who is regularly scheduled to work forty or more hours per week.
- (5) Pay for sick and injury leave for a full-time employee means pay for ten (10) hours at the employee's regular base rate of pay plus shift bonus and odd work week bonus, if any, at the time sick and injury leave is used.
- (6) Pay for sick and injury leave of a part-time employee shall be proportionately reduced.
- (7) At the end of each calendar year, each employee shall be paid for the hours of

PART I - ARTICLE VI, SECTION 2

unused sick and injury leave to which he has become entitled under Section 2 of this Article. Pay for such hours of unused sick and injury leave shall be at the employee's base rate plus shift bonus and odd work week bonus, if any, in effect at the end of the calendar year.

Effective with service years ending on or after March 10, 1999, such unused sick and injury leave may, upon appropriate notice to the Company, be deferred for a maximum accumulation of six hundred seventy two (672) hours. Any deferred sick and injury leave may be used in the subsequent years as sick and injury leave, payable at the current rate, as defined in Paragraph (A) (5) above, or the employee may receive pay for such deferred sick and injury leave during the subsequent year(s) at one of the following times:

- (1) At the time vacation is taken;
- (2) At any time with administrative approval (normally, after two (2) weeks' notice);
- (3) At the end of such service year(s) if still accumulated and unused.

Pay for deferred sick and injury leave which is not utilized during the following service years as sick and injury leave will be paid at the current rate as defined in Paragraph (A) (5) above.

PART I - ARTICLE VI, SECTION 2

(B) Accrued hours of sick and injury leave shall be paid to an employee who terminates, is terminated or dies. Laid off employees will be paid their accrued sick and injury leave hours at the time of termination. Employees placed on Leave of Absence may be paid their accrued sick and injury leave hours upon written request from the employee. Time lost, not to exceed six (6) months, due to occupational injury or occupational illness shall be counted for the purpose of accruing sick and injury leave benefits. Within the first sixty (60) days after returning to the active payroll, an employee who is laid off or who terminates for the purpose of entering the Armed Forces may have up to twenty (20) hours of sick and injury leave (not to exceed the number of hours paid out) reinstated by reimbursing the number of hours desired at the employee's current rate of pay plus any taxes required.

(C) Verification and Notification:

All sick and injury leave is subject to verification by the Company's Medical Department. An employee shall make every effort to notify his Department Head in advance of his scheduled reporting time, of his forthcoming absence from work because of illness or injury or death or serious illness in his immediate family.

PART I - ARTICLE VI, SECTION 2

(D) Prolonged Disability:

An employee shall not be terminated by the Company because of a prolonged continuous illness or injury, provided the period of disability is not longer than sixty (60) months and, upon being pronounced physically and mentally fit by the Company, shall be reinstated to the same or substantially equivalent job if such job is available to him in accordance with his seniority rights.

Employees on prolonged absence must contact the Company and update their status at least once every ninety (90) calendar days unless they have a current PROI which specifies a date of return to duty.

An employee on prolonged absence because of occupational illness or injury shall not be terminated from the Company because of such absence, regardless of its duration and such employee shall continue to accumulate seniority until his reinstatement.

PART I - ARTICLE VI, SECTION 3

Section 3 - Holidays

- (1) The Company recognizes the following holiday schedule during the period of this Agreement:

2011

May 30	Memorial Day
July 4	Independence Day
September 5	Labor Day
November 24	Thanksgiving Day
December 26	Christmas Holiday
December 27	
December 28	
December 29	

2012

January 2	New Year's Day
May 28	Memorial Day
July 4	Independence Day
September 3	Labor Day
November 22	Thanksgiving Day

PART I - ARTICLE VI, SECTION 3

December 24 Christmas Holiday

December 25

December 26

December 27

December 31

2013

January 1 New Year's Day

May 27 Memorial Day

July 4 Independence Day

September 2 Labor Day

November 28 Thanksgiving Day

December 24 Christmas Holiday

December 25

December 26

December 30

December 31

2014

January 1 New Year's Day

PART I - ARTICLE VI, SECTION 3

*In order to provide the equivalent of 37 holidays or 296 hours of holiday pay, each employee on the active payroll as of January 1, 2012, or on an approved leave of absence of less than one year, or on military leave will have an additional six (6) hours credited to their vacation balance on January 7, 2012.

(2) Full pay (ten (10) hours at straight time including shift bonus and odd work week bonus, if any) shall be paid to employees for each of these holidays regardless of the day of the week upon which the holiday falls. In addition, two times the regular rate of the employee shall be paid for hours worked on holidays.

(3) In order to be eligible for holiday pay, an employee must have worked or have been on a vacation or a paid leave (other than paid sick leave) on the last work day before or the first work day after the holiday; except that when the holiday falls on the day before employment or the day after termination, or during an employee's leave, no pay under this Section shall be granted.

(4) Should a recognized holiday fall upon a Sunday, the Monday immediately following such shall be observed as the holiday. Should a recognized holiday fall upon a Saturday, the Friday immediately preceding such Saturday shall be observed as the holiday unless the work schedule of the majority of employees includes Saturdays, in which event the holiday shall be observed on such Saturday. Should a holiday fall upon the sixth or

PART I - ARTICLE VI, SECTION 4

seventh day of the work week of any employee assigned to an odd work week, the preceding or the following day, respectively, shall be considered a holiday for such employee.

(5) An additional day's pay shall be granted to an employee on vacation if a holiday for which he would have been paid had he been working falls during his vacation.

Section 4 - Leaves of Absence

Leaves of absence without pay may be granted employees for a period not to exceed twenty (20) working days during the year. For good and sufficient reason the Company, at its discretion, may extend the period of the leave. The leave of absence shall not unreasonably be denied and shall not in any way jeopardize the employee's standing with the Company.

On all leaves of absence of ninety (90) calendar days or less, an employee shall accumulate seniority. On leaves of absence exceeding ninety (90) calendar days, seniority shall continue to accumulate after ninety (90) days, for up to a maximum period of sixty (60) months while on such leaves, only for employees on prolonged leave for medical reasons; provided, however, that on leaves of absence heretofore or hereafter granted for Union business the employee shall accumulate seniority during such leaves.

PART I - ARTICLE VI, SECTION 4

Upon employee request, leaves of absence will be granted female employees because of pregnancy through the third month following delivery. Such employee, who has acquired seniority as provided in Article IV, Section 2, may commence the leave of absence at the end of the third month of pregnancy.

The effective date of leaves of absence for medical reasons normally will be the last day worked. If, however, the employee has earned unused vacation or sick leave and requests payment for same prior to being placed on medical leave of absence, the effective date of the leave will be the last day of such vacation and/or sick leave.

The Union may request, and the Company will grant, leaves of absence for three (3) days or more without pay, and excused absences of less than three (3) days without pay to not more than two (2) Union members (not to exceed seven (7) for semi-annual audits) for Union business of the Local Lodge. All such leaves and excused absences will be requested at reasonable times by twenty-four (24) hours' written notice to the Company except when such notice is waived by mutual agreement. Upon request, the Union will provide verification for the reason for the Leave of Absence for Union Business.

Leaves of absence for a period not to exceed six (6) months will be granted to not more than one (1) employee for business of the I.A.M. other than that of the Local Lodge, except that by mutual

PART I - ARTICLE VI, SECTION 5

agreement of the Union and the Company, leaves of absence for a longer period or for additional employees may be granted.

Section 5 - Rest Periods

One (1) ten-minute rest period and one (1) fifteen-minute rest period at times designated by the Company at or near the mid-point of each half of the Day and Night shifts shall be given all employees assigned to such shifts.

Employees working overtime shall be allowed to observe the regular rest periods provided for herein which occur during such overtime period.

Additional rest allowances shall be permitted under the following conditions:

1. Whenever an employee is called to work two (2) or more hours prior to the beginning of his shift he shall normally be given a ten-minute rest allowance before starting his regular shift.
2. Whenever an employee will be working two (2) or more hours beyond the end of his regular shift he shall normally be given a ten-minute rest allowance prior to starting such work.

Exceptions may be made under 1 and 2 above with respect to when and for how long such rest allowances will be where work operations, including the handling and operation of equipment and machines,

PART I - ARTICLE VI, SECTION 6

are of such a nature that the work needs to be continued without interruption. Under these conditions supervision should still endeavor to allow an employee ten minutes rest during the work period outside the shift.

Section 6 - Jury Duty

When an employee is absent from work in order to serve as a juror or to report to the court in person in response to a jury duty summons, he shall be granted pay for those hours for which he is for such reason absent from work during his regular ten (10) hour day or regular four (4) day work week.

Pay for such work time lost shall in no event exceed, for any one employee, a total of sixteen (16) regular ten (10) hour work days in any one calendar year. In extraordinary circumstances such period of time may be extended. Pay for such work time lost shall be computed at the employee's regular base rate of pay at the time of such absence excluding any overtime, shift bonus, or any other premium except the Cost-of-Living Bonus which shall be included. In no case will payment be made for jury duty performed on the fifth, sixth or seventh day of an employee's regular assigned work week or for hours in excess of the employee's regular ten (10) hour work day.

If an employee assigned to the night shift or graveyard shift is absent from his work on such

PART I - ARTICLE VI, SECTION 6

shift on the calendar day he serves as a juror, such absence shall be deemed to be an absence from work in order to serve as a juror.

To receive pay for work time lost an employee must promptly present his Department Head with the notice the employee receives to report for jury duty and a statement signed by an official of the court certifying as to the employee's service as a juror or appearance in court for that purpose and, the date or dates of attendance.

When an employee is absent from work in order to serve as a witness in a case in a court of law to which he is not a party either directly or as a member of a class and where such absence is in response to a legally valid subpoena he shall be granted pay for those hours for which he is for such reason absent from work during his regular ten-hour day or regular four-day work week. Such employee may be required to submit evidence of such service as a witness to the Company in order to qualify for such payment. Pay for absence due to service as a witness shall be computed in the same manner as pay for absence due to jury duty as provided above.

Pay for work time lost for jury duty or service as a witness as provided above shall together not exceed, for any one employee, a total of sixteen (16) regular ten (10) hour days in any one calendar year. In extraordinary circumstances such period

PART I - ARTICLE VI, SECTION 7

of time may be extended.

Section 7 - Employees' Group Insurance Plan

- (A) The benefits provided by the Lockheed Employees' Group Insurance Plan and the Dental Plan, as currently in effect, shall continue to be made available to employees covered by this Agreement either by presently provided means or by other means. The schedule of benefits in effect April 22, 1996 as amended and approved March 10, 1999, shall continue to be made available to employees covered by this Agreement.
- (B) Employee contributions for employees and for eligible dependent coverage will be as stipulated.
- (C) In accordance with regulations published or to be published under the Health Maintenance Organization Act of 1973, the Company will make such arrangements for alternative health maintenance services as may be required to comply with the Act. Employees who enroll in an HMO will be required to make contributions for coverage effective up to the stipulated maximum. The Company agrees to offer employees and their eligible dependents effective February 1, 1981, the option of electing medical coverage through one each of the two types of federally qualified health maintenance organizations, where they exist, in lieu of

PART I - ARTICLE VI, SECTION 8 & 9

coverage through the Group Insurance.
SENTENCE DELETED DURING 2002
CONTRACT NEGOTIATIONS.

Effective January 1, 1994 the Flex Benefit Plan will include alternative Medical, Dental, Life Insurance, Accidental Death & Dismemberment, and Weekly Disability Benefit Coverage and a Health Care Account.

(D) DELETED - 1989 NEGOTIATIONS.

(E) Interpretation or application of the Plans shall not be subject to the provisions of Article III of this Agreement.

Section 8 - Educational Facilities

An employee satisfactorily completing an outside training course, which has been approved in writing by the Company prior to the employee's beginning such course, will be reimbursed by the Company in an amount equal to one hundred percent (100%) of the approved tuition fee paid by the employee.

Section 9 - Military Reserve Training Leave

An employee on the active payroll of the Company who is required to engage annually in two weeks (up to fourteen days) of military reserve training, including National Guard, and who has at least twelve (12) months of military reserve service credit immediately prior to commencement of the

PART I - ARTICLE VI, SECTION 9

training period, shall, upon the employee's request, be granted a leave of absence for up to two (2) separate one (1) week increments for the period of training and shall be paid the difference between the pay received for the training period (excluding subsistence, travel and quarters allowance) and the amount of wages the employee would have received during the training period had the employee worked his normal work schedule (excluding overtime) during the training period. The "amount of wages" shall be determined on the basis of a forty (40) hour weekly work schedule (thirty-two and one-half (32-1/2) hours if the employee's normal work schedule was on Graveyard shift) at the employee's regular rate in effect on the last day worked immediately preceding the date the training leave commences. The "regular rate", for purposes of this provision, shall include the employee's base rate plus shift bonus and other premium payments applicable to his normally scheduled working hours excluding overtime, to the extent such bonuses or premiums would have been applicable had the employee worked the same shift and weekly work schedule to which he was assigned during the last payroll period ending immediately preceding the date the training leave commences. To obtain payment under this provision the employee shall submit certification of participation in the training period and of the amount of pay received for the training period. (This provision effective December 1, 1974.)

PART I - ARTICLE VII, SECTION 1
ARTICLE VII - PAY PROVISIONS

Section 1 - Wage Rates

The following provisions governing wage rates shall apply to all employees unless stated otherwise in the Guaranteed Personal Rate Provisions:

(A) Automatic Rate Progression:

(1) Employees other than Production Trainees

Automatic Rate Progression Increases shall be effective the Second Saturday in January, May and September for all active employees who are below the maximum of their classification and who have been on the active payroll for the full Automatic Rate Progression Period. The base rate of pay shall be increased twenty-five (25¢) per hour on the above dates (or such lesser amount as is necessary to bring the rate to the maximums) until the applicable maximum for the classification is reached.

(2) Production Trainees

A Production Trainee will receive an automatic pay increase of seven cents (7¢) per hour every thirty (30) days up to ninety (90) days, from time of hire as a trainee. Upon the successful completion of the 120-day training period, he will be reclassified as a Production Assembler

PART I - ARTICLE VII, SECTION 1

and thereafter he will be entitled to the wage increase specified for regular employees in (1) above. The date of reclassification as a Production Assembler shall be considered the date of hire for purposes of (1) above.

(3) Pay Rate on Promotion

An employee promoted will be paid at the greater of either the minimum of the classification to which promoted, or ten cents (\$.10) per hour above their current rate (unless the employee is currently in rate retention), and their automatic wage increase will proceed from that rate. If an employee's promotion is effective on the date of an automatic wage increase, his base rate will be established as follows:

- (a) If the employee's base rate is below the maximum of the rate range for their classification prior to promotion, their base rate will be increased by the amount of the automatic wage increase to which they are entitled and such increased base rate will be their base rate just prior to promotion.
- (b) If the employee's base rate is at the maximum of the rate range for their classification prior to promotion, their base rate will be

PART I - ARTICLE VII, SECTION 2

increased by ten cents (10¢) or the amount necessary to bring their rate to the minimum of the classification to which promoted, whichever is greater, or by an amount less than ten cents (10¢) if that will bring their rate to the maximum of the classification to which promoted. (See Letter #13 where applicable.)

- (c) If the employee is currently in rate retention on the effective date of the promotion, the employee will be paid ten cents (10¢) per hour above the maximum rate of the classification to which regressing or ten cents (10¢) above the current rate of the employee whichever is the lower rate.

(B) Downgrades:

- (1) An employee downgraded to a lower classification shall be paid the maximum rate of the range for such classification, or his current rate, whichever is lower.

Section 2 - Temporary Assignment

An employee temporarily assigned to a higher-rated classification or temporarily assigned as Lead shall be paid, if appropriate, by means of a retroactive wage adjustment, upon completion of

PART I - ARTICLE VII, SECTION 3

his assignment. In the event a temporary assignment is made to replace another employee holding a higher-rated classification, the rate of pay adjustment shall be at the same rate of pay as that held by the employee who was replaced. In the event that an employee is temporarily assigned as Lead, the rate of pay adjustment shall be based upon Article VII, Section 9. In the event that an employee is temporarily assigned to a job formerly held, his pay adjustment shall be as specified above, or the pay adjustment shall be based upon the employee's former rate, whichever is higher. Seniority shall be considered in the selection of employees for temporary assignment.

Such temporary assignment shall not be considered a promotion within the meaning of Article IV, Section 8, and upon reassignment of such employee to his previously held classification at the end of the temporary period, he shall not be considered a downgraded employee within the meaning of Article IV, Sections 3 and 8.

Section 3 - Overtime Pay

- (1) For purposes of computing overtime premium pay, the regular working day for employees assigned to the four/ten schedule is ten (10) hours and the regular working week is forty (40) hours.
- (2) The first ten (10) hours worked in any continuous twenty-four (24) hour period beginning with the starting time of the

PART I - ARTICLE VII, SECTION 4

employee's shift, will be paid at the employee's straight time rate.

- (3) Hours worked in excess of ten (10) hours in any continuous twenty-four (24) hour shift of an employee's workweek shall be paid for at one and one-half times the regular rate of the employee.
- (4) Hours worked in excess of twelve (12) hours in any continuous twenty-four (24) hour shift of an employee's workweek shall be paid for at two times the regular rate of the employee.
- (5) Hours worked on the fifth (5th) and sixth (6th) day of an employee's workweek shall be paid for at one and one-half times the regular rate of the employee. All Hours worked on the seventh (7th) day of an employee's work week or a holiday shall be paid for at two times the regular rate of the employee.
- (6) For purposes of determining premium rate eligibility for time worked on a 5th, 6th, or 7th day of an employee's work week, as well as paid vacation, paid sick leave and other paid leave, in-week overtime hours worked and Union Business shall be counted towards accumulation of the forty (40) hour requirement.

Section 4 - Hours and Days of Work

- (1) For all employees ten (10) hours shall constitute the standard day's work to be

PART I - ARTICLE VII, SECTION 5

performed within ten (10) consecutive hours.

- (2) The standard Day shift shall start between 6:00 a.m. and 4:30 p.m., and the Night shift shall start between 5:00 p.m. and 3:30 a.m. The Union will be advised as to any deviation from the standard shift hours.
- (3) An employee commencing his work day between the hours of 4:00 a.m. and 10:59 a.m. is considered to be in the Day shift rate period. An employee commencing his work day after 11:00 a.m. is considered to be in the Night shift rate period.
- (4) Four, ten-hour days, Monday through Thursday, shall constitute the standard work week unless alternative work schedules are negotiated between the parties during the life of the Agreement, or unless the Company is instructed by the Federal Government to alter or change the work schedule now in effect.
- (5) Overtime will be divided as equally as practicable among affected employees.

Section 5 -Payroll Deductions - Company Reimbursement

Payroll deductions may be made to reimburse the Company as follows:

- (1) All cost of tools and equipment issued to an employee but not returned by him, such cost

PART I - ARTICLE VII, SECTION 6

to be subject to wear of the tools. An employee so charged shall be reimbursed by the Company in the event of the subsequent return of such tools and equipment to the Company, provided such tools and equipment may be properly identified and are in the same condition as when issued to the employee.

Employees checking out special tools shall be released of liability for the same if, while in use on another shift, such tools are lost or damaged.

- (2) For money paid by the Company to a creditor or officer of the law for an indebtedness of the employee, provided demand is made upon the Company according to law.
- (3) For any indebtedness due to the Company covering purchases made by an employee through the Company.
- (4) For any loans or advances made to the employee by the Company.
- (5) For a lost key issued within the past five years, a sum of one dollar (\$1.00).

Section 6 - Report Time

An employee called to work shall receive a minimum of five (5) hours' pay in the shift to

PART I - ARTICLE VII, SECTION 7 & 8

which he is called. In the event an hourly-paid employee reports for work on his regular shift without previously having been notified not to report he shall be paid five (5) hours' pay provided, however, that if work reasonably within his capacity to perform is available, he will be required to perform such work to qualify for the five (5) hours' pay. If work is unavailable as the result of causes beyond the control of management, no pay shall be granted under this Section.

Failure on the part of an employee to keep the Company informed of his correct address and correct telephone number relieves the Company of the responsibility of any notification required by this Agreement.

Section 7 - Pay Period

Paychecks to employees shall be issued normally on Friday either by direct deposit or mail within eight (8) days after the end of the pay period and shall represent the earnings of the employees from Saturday to and including Friday of such pay period. LAST SENTENCE DELETED DURING 2002 NEGOTIATIONS.

Section 8 - Lost Time

Deductions for time off, whether due to tardiness or other causes, shall be at the rate of one-hundredth (1/100) of an hour's pay for each one hundredth of an hour lost from work, rounded to the nearest minute.

PART I - ARTICLE VII, SECTION 9 & 10

Section 9 - Pay for Lead

The rate of pay for Lead shall be thirty-five cents (35¢) above the maximum rate of the Lead's own classification.

For employees holding a Lead position as of March 1, 2005 and continuing to hold the Lead position, the rate of pay for Lead shall be twenty cents (20¢) above the maximum of the highest classification, but not less than thirty-five cents (35¢) above the Lead's own classification, of any employee who remains within the group led for not less than a major portion of a given pay period. Provided, however, the classification of an employee who is either promoted or recalled and is being held within the group or that of an employee working down into the group for a temporary period not to exceed twenty (20) working days (excluding those employees working down for medical limitations) shall not be used in the calculation of lead pay, unless the employee is performing the work of that classification.

**Section 10 - Rate Retention of Employees
Accepting Downgrading Under the Layoff
Procedure**

An employee downgraded to a lower classification in a lower Labor Grade shall have his base rate in the downgraded classification established as follows:

An employee downgraded through application of

PART I - ARTICLE VII, SECTION 10

the layoff procedure as set forth in Article IV, Section 3, shall have his base rate reduced as follows:

Effective date of downgrade	Up to ten cents (10¢) reduction
Three weeks subsequent to downgrade	Up to an additional ten cents (10¢) reduction
Six weeks subsequent to downgrade	Up to an additional Ten cents (10¢) reduction
Nine weeks subsequent to downgrade	Up to an additional ten cents (10¢) reduction
Twelve weeks subsequent to downgrade	Up to an additional to cents (10¢) reduction
Fifteen weeks subsequent to downgrade	Any additional amount required to downgrade to reach the maximum of the classification to which the employee is being downgraded.

PART I - ARTICLE VII, SECTION 11

Section 11 - Premium for Hours and Days of Work

- (1) Night shift employees shall receive a bonus of forty cents (40¢) an hour.
- (2) All employees working other than the standard work week shall receive a premium of twenty cents (20¢) an hour in addition to other bonuses.

PART I - ARTICLE VIII, SECTION 1

ARTICLE VIII - PAY RATES

Section 1 - Job Descriptions and Basic Rates of Pay for Classified Employees

- (1) The job descriptions for each of the Production and Maintenance classifications which were in effect on the date of execution of this Agreement, or which are placed into effect pursuant to Paragraph (2) hereof, shall be a part of this Agreement.
- (2) In the event that a new job or position is established or there is a substantial change in the duties or requirements of an established job since the effective date of this Agreement, the Company shall develop an appropriate job description and establish within the existing rate structure provided in Section 2 of this Article the basic rates to apply to such job. The Company shall furnish the Union with the new job description and shall submit for its approval the rate established for such job. In the event that agreement is not reached within seven (7) calendar days from the date of such submission or within such additional time as may be mutually agreed upon, the Company may place the new job description and rate in effect, subject to continued negotiation of the rate. Within five (5) working days from the date the job is placed into effect, the Union may proceed in accordance with Step 3 of the grievance procedure established in Article III, Section 1 of this Agreement.

PART I - ARTICLE VIII, SECTION 2

In the event agreement on the rate range for the newly-established job is not reached at Step 3, either party may refer the matter to arbitration in accordance with the provisions of Article III, Section 3 of this Agreement. The arbitrator shall have the authority to determine the proper position of the new or amended classification within the existing agreed upon rate structure on the sole basis of the relationship the new or amended job bears to the other jobs in the existing rate structure. Any change in the established rate resulting from the negotiations or the arbitration shall be retroactive to the date such rate was placed in effect.

- (3) Job descriptions shall be applied in accordance with the Supplement "A" attached hereto and entitled, "Joint Statement of Policy for Application of Job Descriptions".

Section 2 - Job Classifications and Rate Ranges

The following minimums and maximums shall be established except for those employees with a Guaranteed Personal Rate (GPR) as described in Paragraph (2A) below:

PART I - ARTICLE VIII, SECTION 2

<u>JOB</u> <u>CODE</u>	<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
RML353	Inspector-Tooling	\$17.85	\$33.86
RML363	Mat.Rev.Board Inv.	15.94	31.89
RML403	Plant Mechanic	18.80	34.11
RML423	Plant Svc. Mechanic	15.01	31.84
RML383	Plant Svc. Mech. Trainee	11.39	24.43
RML443	Production Assembler	11.39	24.43
RML463	Production Inspector	13.11	29.10
RML473	Prod. Svc. Attendant	11.09	24.37
RML453	Prod. Spray Painter	11.39	24.43
RML483	Production Trainee	10.42	18.10
RML493	Tooling Maint. Mechanic	16.88	33.46
RML413	Tooling Maint. Trainee	13.11	29.10

Note: These ranges are applicable only to employees hired or rehired after June 14, 1993.

PART I - ARTICLE VIII, SECTION 2

(A) Eligibility:

All individuals with bargaining unit rights on the active payroll, approved leave of absence or on layoff (and subsequently recalled) on June 14, 1993 shall be eligible for a Guaranteed Personal Rate (GPR) while assigned to all classifications except the following:

Meridian Inspector Tooling (RML353), Plant Mechanic (RML403) and Tooling Maintenance (RML493)

(B) General Provisions:

- (1) Employees eligible for a GPR as described in Subsection A above, and whose base rate is below the GPR maximum of the classification to which assigned, shall progress to the respective GPR maximum in accordance with Article VII, Section 1, (A).
- (2) Employees eligible for a GPR as described in Subsection A above, and whose base rate exceeds the GPR maximum for the classification to which assigned, shall regress to the respective GPR maximum in accordance with Article VII, Section 10.
- (3) Employees with a GPR who are promoted to a classification for which a GPR maximum has been established will progress to the higher classifica-

PART I - ARTICLE VIII, SECTION 2

tion's GPR maximum in accordance with Article VII, Section 1, (A), provided that such employee's rate does not exceed the GPR maximum of the new classification.

- (4) Employees with a GPR, or employees who are eligible for a GPR described in Subsection A above, who are downgraded by application of Article IV, Section 3 layoff procedure to a classification for which a GPR maximum has been established, shall regress to the GPR maximum of the classification in accordance with Article VII, Section 10, if such employee's rate exceeds the lower classification's GPR maximum.
- (5) Employees with a GPR who are Leads shall be paid in accordance to Part I, Article VII, Section 9.

PART I - ARTICLE VIII, SECTION 2

The following minimums and maximums shall be established for those employees with a Guaranteed Personal Rate:

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
RML353	Inspector-Tooling	\$17.85	\$33.86
RML363	Mat.Rev.Board Inv.	15.94	32.68
RML403	Plant Mechanic	18.80	34.11
RML423	Plant Svc. Mechanic	15.01	32.66
RML383	Plant Svc. Mech. Trainee	11.39	30.36
RML443	Production Assembler	11.39	30.36
RML463	Production Inspector	13.11	32.03
RML473	Prod. Svc. Attendant	11.09	30.29
RML453	Prod. Spray Painter	11.39	30.36
RML483	Production Trainee	10.42	18.10
RML493	Tooling Maint. Mechanic	16.88	33.46
RML413	Tooling Maint. Trainee	13.11	32.03

Note: These ranges are only applicable to those employees eligible for a Guaranteed Personal Rate as defined by the Agreement.

PART I - ARTICLE VIII, SECTION 3

Section 3 - Cost-of-Living Adjustment

- (1) In addition to the base rate of pay of each employee, a Cost-of-Living (COL) Adjustment shall be paid to each employee in accordance with the provisions of this section.
- (2)
 - (a) Effective January 7, 2012, the current cumulative Cost-of-Living Adjustment payable on that date (including the amount effective on that date) shall be added to the GPR and Non-GPR maximums and minimums of the rate ranges in Article VIII, Section 2.
 - (b) Effective January 5, 2013 the difference between the current cumulative Cost-of-Living Adjustment, and such previous adjustment as set forth in Subsection 2(a), if any, payable on that date (including the amount effective on that date) shall be added to the GPR and Non-GPR maximums and minimums of the rate ranges in Article VIII, Section 2.
 - (c) Effective January 4, 2014 the difference between the current cumulative Cost-of-Living Adjustment, and such previous adjustment as set forth in Subsection 2(b), if any, payable on that date (including the amount effective on that date) shall be added to the GPR and Non-GPR maximums and minimums of the rate ranges in Article VIII, Section 2.

On each of the above dates, the employee's

PART I - ARTICLE VIII, SECTION 3

base rate will increase by the amount of COL being received by that employee on that date.

Employees hired after the date upon which the COLA is folded into the base rate shall be eligible for only that COLA which becomes effective after their date of hire.

- (3) The Cost-of-Living Adjustment, if any, shall be determined in accordance with changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W), (United States City Average-All Items, 1982-1984 = 100), revised by the Bureau of Labor Statistics based on the 1982-1984 Survey of Consumer Expenditures, and published monthly by the Bureau of Labor Statistics, U.S. Department of Labor, and hereinafter referred to as the "Price Index".
- (4) During the period of the Agreement, COL Adjustments shall be made at the following times:

Effective Date of Adjustment:	Based Upon Three-Month Average of The Price Indexes For:
Pay Period commencing on:	
July 2, 2011	March 2011, April, May
October 1, 2011	June, July, August
January 7, 2012	Sept., Oct., Nov.

PART I - ARTICLE VIII, SECTION 3

April 7, 2012	Dec. 2011, Jan. 2012, Feb.
July 7, 2012	March, April, May
October 6, 2012	June, July, August
January 5, 2013	Sept., Oct., Nov.
April 6, 2013	Dec. 2012, Jan. 2013, Feb.
July 6, 2013	March, April, May
October 5, 2013	June, July, August
January 4, 2014	Sept., Oct., Nov.

In determining the three-month average of the Indexes for each specified period, the computed average shall be rounded to the nearest 0.1 Index Point.

(5) Effective the payroll period commencing July 2, 2011, the Cost-of-Living Adjustment factor shall be determined in accordance with the following table:

Three Month Average BLS Consumer Price Index	COL Adjustment Factor
216.4 and Below	0
216.5 – 216.7	\$.01 Per Hour
216.8 – 217.0	.02
217.1 – 217.3	.03
217.4 – 217.6	.04

PART I - ARTICLE VIII, SECTION 3

217.7 – 217.9	.05
218.0 – 218.2	.06
218.3 – 218.5	.07
218.6 – 218.8	.08
218.9 – 219.1	.09
219.2 – 219.4	.10

And so forth with \$.01 for 0.3 point change in the Average Index for the appropriate date set forth in Paragraph 4 above.

- (6) The amount of any COL Adjustment in effect at the time shall be included for all hours worked after the effective date of the adjustment and in computing overtime payments, vacation and sick leave payments, pay for unused sick and injury leave, military leave, holiday, jury duty, jury examination and witness payments, and for no other purpose.

- (7) In the event that the Bureau of Labor Statistics (BLS), United States Department of Labor, discontinues publication of the Price Index described in Paragraph (3) above, the Company and the Union shall enter into immediate negotiations to determine the appropriate index to be used. The purpose of these negotiations shall be to insure that the payments to be made

PART I - ARTICLE VIII, SECTION 4

under this Article will be as intended by the parties and shall be no less than that which would have occurred had the Price Index been continued unchanged in its present form. In the event the parties are unable to agree within sixty (60) days of the discontinuance of the Price Index, this dispute shall be submitted to final and binding arbitration as provided for in the Agreement. The Cost-of-Living Adjustment, if any, shall be retroactive to the appropriate effective date.

- (8) In the event the Bureau of Labor Statistics does not issue the appropriate Price Indexes on or before the beginning of one of the pay periods referred to in Paragraph (4), any adjustment in the COL Adjustment required by such appropriate Indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.
- (9) No adjustment, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the Price Index for any month or months specified in Paragraph (4).

Section 4 - General Wage Increases and Supplemental Cost-of-Living Payments

Within 15 days of ratification, a general wage increase in the amount of 3.0% will be effective for

PART I - ARTICLE VIII, SECTION 4

each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or military leave. The minimum and maximum for all GPR and non-GPR labor grades shall also be increased by 3.0%.

On or before December 16, 2011, a supplemental Cost-of-Living payment in the amount of \$800 will be paid to each employee on the active payroll or approved leave of absence for less than one year on December 3, 2011.

On March 10, 2012, a general wage increase in the amount of 3.0% will be effective for each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or military leave. The minimum and maximum for all GPR and non-GPR labor grades shall also be increased by 3.0%.

On or before December 14, 2012, a supplemental Cost-of-Living payment in the amount of \$800 will be paid to each employee on the active payroll or approved leave of absence for less than one year on December 1, 2012.

On March 9, 2013, a general wage increase in the amount of 2.5% will be effective for each bargaining unit employee on the active payroll, on approved leave of absence for less than one year, or military leave. The minimum and maximum for all GPR and non-GPR labor grades shall also be increased by 2.5%.

PART I - ARTICLE VIII, SECTION 4

On or before December 20, 2013, a supplemental Cost-of-Living payment in the amount of \$800 will be paid to each employee on the active payroll or approved leave of absence for less than one year on December 7, 2013.

The entire Supplemental COLA Payment may be deferred to the Hourly Savings Plan Plus (401k) upon completion of the appropriate form.

SUPPLEMENT A
SUPPLEMENT “A”

**JOINT STATEMENT OF POLICY FOR AP-
PLICATION OF JOB DESCRIPTION**

The following basic principles governed the preparation of these descriptions; these same principles are to govern their use.

1. The title selected for a classification is that which most clearly indicates the general nature and character of the work performed, and yet serves to set the classification apart from others described.
2. The job description describes typical and normal requirements. These requirements are characteristic of the job and illustrate a level of difficulty of work and are not intended to list or describe all work operations done within the classification. These requirements may not fit all specific individual work assignments, as the description when written was stated so as to be broad enough to include all variations of work in the classification as it existed throughout the Company.
3. The work operations, duties and other distinguishing characteristics described in a job description are those which are performed under guidance or instruction which is considered usual and normal for the work described.
4. The descriptions were prepared on the basis:

SUPPLEMENT A

- a. That as a part of promotional procedure a worker may occasionally perform some of the work of higher-rated jobs under close guidance and instructions in order to qualify for advancement.
 - b. That a worker performs the work of lower-rated jobs when required.
 - c. That the normal duties of any work may include assistance to other workers on work operations.
 - d. That normal job relationships between workers include giving guidance and instruction to each other, as long as such guidance and instruction is not intended to conflict with the duties of a Lead.
5. The job description is written to define and illustrate the job standard to be established and as such shall be interpreted and applied in its entirety in determining the proper classification for an employee.

In order to secure, or hold a classification, an employee must be assigned regularly and consistently to that work which distinguishes the classification from other classifications. An employee's classification shall be determined in the light of the overall requirements for knowledge, ability, and skill necessary to perform his regularly assigned duties. In making this determination, duties that are performed infre-

SUPPLEMENT A

quently or rarely shall not be considered or made the basis of granting the higher classification.

This would not be applicable, however, to intermittent duties of a higher level to which the employee is specifically assigned in an area where the prevailing day to day routine may fall in lower level requirements. If the employee on such an assignment is expected to possess and apply the knowledge, skill and ability necessary for performance of the higher level work, he is entitled to the higher classification even though the majority of his work time may be spent on the lower level work.

6. The job descriptions herein referred to are of a composite nature and do thereby not require an individual employee to be performing all of the characteristic duties on a given work assignment in order to be properly classified.
7. The job descriptions are not intended for, and should not be confused with operation sheets, work instructions, or work assignment sheets, etc.

SUPPLEMENT B

SUPPLEMENT "B"

**LETTERS OF PROCEDURE AND UNDER-
STANDING**

<u>Code</u>	<u>Subject</u>
1.	Shift Transfers.
2.	DELETED 1989 NEGOTIATIONS - CON- TENTS ADDED TO ARTICLE II, SECTION 1(B). (Company-Union Business Performed by Feeder Plant Union Presidents.)
3.	Notification of Overtime to be Worked.
4.	Special Union Representation.
5.	DELETED 1989 NEGOTIATIONS. (Attendance Irregularities - Sick Leave.)
6.	Scheduling of Split Vacations.
7.	Nullification of Discipline.
8.	Payment of the Difference Between the Amount of Weekly Disability Benefit Paid Un- der State Workman's Compensation Law and the Amount of Weekly Disability Benefit Pay- able for Non-Occupational Illness or Injury Under the Lockheed Employees' Group Insur- ance Plan.
9.	Employees in Trainee Classification.

SUPPLEMENT B

10. Union Orientation - New Employees.
11. Application of Glossary of Terms and Phrases of Supplement "D" of Company and Aeronautical Machinists Local Lodge 709 Agreement.
12. Promotion to Tool Maintenance - Trainee.
13. Rate Establishment Upon Promotion or Rehire to Formerly Held Job, and Savings Plan and Group Insurance Participation for Rehires.
14. Sick and Injury Leave - One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7) or Eight (8) Hour Increments.
15. Quality Letter.
16. Gender Pronoun.
17. Return of Employees Who Take Disability (Total and Permanent) Retirement Upon Sufficient Recovery.
18. Refusal of Recall
19. Same day Seniority Clarified
20. Leave of Absence Conditions for Union Officials
21. Continued accumulation of seniority while in a salaried occupation

SUPPLEMENT B

1 December 13, 1971

Mr. Ralph Hudson
Grand Lodge Representative
IAM&AW

SUBJECT: SHIFT TRANSFERS

Dear Mr. Hudson:

This will confirm understandings reached during the current contract negotiations regarding "shift transfers" at the Charleston, Clarksburg, Uniontown, Logan, Martinsburg, and Meridian Plants.

In the event it becomes necessary to transfer an employee from one shift to another, the following conditions and methods of selection will be applied in the priority sequence listed. The word "transfer" as used herein applies only to employee movements between shifts involving no change in job classification.

1. All shift transfers are subject to and made on the basis of operational requirements of the Company.
2. In the event openings exist after application of paragraph one above, employees shall be selected for transfer in the following manner:
 - (a) The Company shall first offer the available opening to those qualified employees within the affected classi-

SUPPLEMENT B

fication and cost center where the opening exists, in order of seniority.

- (b) In the event openings still exist, the least senior employees within the affected classification and cost center may be required to accept transfer to such openings.
3. Employees transferred to another shift for a temporary period shall be returned to their former shift upon completion of their assignment. The Company will discuss with the employees involved and their Steward the reasons for such temporary assignment.

Very truly yours,

LOCKHEED-GEORGIA COMPANY

s/G. W. Reddien
G. W. Reddien
s/W. E. Wilson
W. E. Wilson
s/B. E. Pherson
B. E. Pherson

SUPPLEMENT B

3 December 13, 1971

Mr. Ralph Hudson
Grand Lodge Representative
IAM&AW

SUBJECT: Notification of Overtime
to be Worked

Dear Mr. Hudson:

This will confirm the understanding reached during 1971 contract negotiations with regard to Article II, Section 1 (D) - Union Representation on Overtime.

It is understood that supervision will exert every reasonable effort to notify the affected Union Steward in advance of in-week and end-of-week overtime to be worked. If for some reason supervision is unable to give advance notice, the Union will be promptly notified of the reason advance notification could not be given.

The Company will use its best efforts to ensure that the terms of this letter are understood and uniformly applied throughout all Feeder Plants in keeping with the intent expressed herein.

Very truly yours,

SUPPLEMENT B

LOCKHEED-GEORGIA COMPANY

s/G. W. Reddien
G. W. Reddien

s/W. E. Wilson
W. E. Wilson

s/B. E. Pherson
B. E. Pherson

APPROVED: s/Ralph Hudson

Ralph Hudson
For the Union

SUPPLEMENT B

4

October 2, 1974

REVISED FOR 1993 NEGOTIATIONS

January 25, 1993

Mr. Scott Walters
Grand Lodge Representative
International Association of Machinists
and Aerospace Workers

SUBJECT: Special Union Representation

Dear Mr. Walters:

This is to set forth understandings reached regarding special Union representation to be afforded feeder plant employees represented by the IAM&AW during the administration of disciplinary action. An employee is entitled to have his Area Steward present by request to his designated Company Representative if the following enumerated conditions exist:

- (1) If the employee's offense has not created an inflammatory situation, such as fighting or insubordination, where his continued presence in the plant cannot be tolerated, and
- (2) If the employee desires the presence of his Steward, and
- (3) If there is more than one management person present when the employee is

SUPPLEMENT B

advised that such disciplinary action is to be taken.

It is understood that the Steward is present at such meeting only as an observer or witness.

Such Steward will return to his regular work assignment immediately following such disciplinary meeting.

Very truly yours,

LOCKHEED-GEORGIA COMPANY

s/George Reddien

George Reddien

s/Stan Krysiak

Stan Krysiak

s/Frank Fanto

Frank Fanto

APPROVED:

s/Scott Walters

Scott Walters

SUPPLEMENT B

6 October 2, 1974

Mr. Paul Richards, President
Aeronautical Machinists Local Lodge 1027
Mr. E. E. Reynolds, President
Aeronautical Machinists Local Lodge 2260
Mr. Bolie Puckett, President
Aeronautical Machinists Local Lodge 2386

SUBJECT: Scheduling of Split Vacations

Gentlemen:

This letter confirms the Company's policy regarding the scheduling of split vacations as follows:

Schedule together, in seniority order, the vacations of employees eligible for and who are taking a consecutive vacation and employees who are eligible for and are taking the primary (first) portion of vacations which they have elected to split.

Following this basic scheduling, schedule in seniority order the secondary portions of the split vacations.

Very truly yours,

LOCKHEED-GEORGIA COMPANY

s/George Reddien

SUPPLEMENT B

George Reddien

s/Stan Krysiak

Stan Krysiak

s/Frank Fanto

Frank Fanto

APPROVED:

s/Scott Walters

Scott Walters

7 October 20, 1980

REVISED FOR 1993 NEGOTIATIONS

January 25, 1993

Mr. Alton F. Kimbrell, President

Aeronautical Machinists Local Lodge 2386

Dear Mr. Kimbrell:

This confirms the understanding reached during 1980 negotiations concerning nullifying verbal warnings, Employee Performance Notices, and disciplinary suspensions in the records of employees.

It was agreed if there has been no further disciplinary action taken during the two (2) year period

SUPPLEMENT B

This letter confirms the understanding reached during the 1983 Negotiations regarding the payment of the difference between the amount of weekly disability benefit paid under Mississippi Workmen's Compensation laws and the amount of weekly disability benefit payable for non-occupational illness or injury under the Lockheed Employees' Group Insurance Plan as follows:

Provide for payment of the difference between the amount of weekly disability benefit paid under Mississippi Workmen's Compensation laws and the amount of weekly disability benefit payable for non-occupational illness or injury under the Lockheed Employees' Group Insurance Plan. Such payment will be made for not to exceed twenty-six (26) weeks and only for weeks the employee is absent from work due to such occupational illness or injury and in which he draws weekly disability benefits under Mississippi Workmen's Compensation laws, except that any amount up to the full amount payable for weekly disability benefits will be made for the first week of disability if it is not payable under Workmen's Compensation. This provision will be applicable only to employees insured under the Lockheed Employees' Group Insurance Plan.

Very truly yours,

LOCKHEED-GEORGIA COMPANY

s/S. R. Krysiak

S. R. Krysiak, Assistant Director

SUPPLEMENT B

Labor Relations and Plant Personnel

s/W. A. Hagin

W. A. Hagin, Director Offsite Plants

s/T. F. Maddin

T. F. Maddin

9 October 24, 1983

REVISED 1989 NEGOTIATIONS

December 4, 1989

Ben Gaddis, President
Aeronautical Machinists Local Lodge 2386
P. O. Box 88
Marion, Mississippi 39342

Dear Mr. Gaddis:

This is to confirm our understanding regarding any employee on the active payroll placed in the Production Trainee, Plant Service Mechanic Trainee, or Tool Maintenance Trainee Classifications, who subsequently is found to be unable to meet the requirements for continuation in the program or who is removed from the Trainee classification due to surplus.

Such employee, upon removal from the Trainee classification under either of the above-referenced

SUPPLEMENT B

circumstances, will be placed back in the same classification held immediately prior to his placement in the Trainee classification, seniority permitting. The rate of pay for such employee shall be not less than his ingrade rate immediately prior to his placement in the Trainee classification.

If such employee does not have sufficient seniority for such placement, he shall be declared surplus in the classification held immediately prior to his placement in the Trainee classification and placed in accordance with the applicable provisions of Article IV of the Agreement.

Very truly yours,

LOCKHEED AERONAUTICAL SYSTEMS

COMPANY-GEORGIA

s/J. A. Cook, Specialist
Union Relations Department

s/W. A. Hagin, Director Offsite Plants
JAC/WAH:mld
s/Billy Blackmon

SUPPLEMENT B

10 October 10, 1986
Joyce D. Williams, President
Aeronautical Machinists Local Lodge 2386
P. O. Box 88
Marion, Mississippi 39342

Dear Ms. Williams:

This is to confirm an agreement reached during 1986 Negotiations to provide that the Local Lodge President will be permitted to participate in the one time orientation of represented newly hired employees for a period not to exceed ten (10) minutes for the purpose of discussing the Union organization, and the distribution of application for Union membership cards and dues deduction cards.

Very truly yours,

LOCKHEED-GEORGIA COMPANY
s/S. R. Krysiak, Assistant Director
Labor Relations & Plant Personnel

s/W. A. Hagin, Director
Offsite Plants

s/J. A. Cook, Specialist
Labor Relations

cc: Ted F. Maddin

SUPPLEMENT B

12

October 24, 1983

REVISED 1989 NEGOTIATIONS

December 4, 1989

Ben Gaddis, President
Aeronautical Machinists Local Lodge 2386
P. O. Box 88
Marion, Mississippi 39342

Dear Mr. Gaddis:

In view of concern to provide a wider range for internal promotion opportunity and selection, it was mutually agreed by the Company and the Union during 1983 Negotiations to provide for plantwide consideration for promotion to the newly established jobs, Tool Maintenance-Trainee and the Plant Service Mechanic Trainee Classifications. All other conditions and provisions under Article IV, Section 8 - Promotion, of the Agreement between the parties remain unchanged.

This Agreement applies solely to the subject classifications and is on a non-precedential basis, without prejudice regarding other classifications.

Very truly yours,

LOCKHEED AERONAUTICAL
SYSTEMS COMPANY-GEORGIA

SUPPLEMENT B

s/J. A. Cook, Specialist
Union Relations Department

s/W. A. Hagin, Director Offsite Plants

JAC/WAH:mld
s/Billy Blackmon

13

October 10, 1986

(Revised 2011 Negotiations)

Joyce D. Williams, President
Aeronautical Machinists Local Lodge 2386
P. O. Box 88
Marion, Mississippi 39342

Dear Ms. Williams:

- A. The policy of the Company relative to establishment of rates of pay for employees promoted to a job previously held will be to have their rates of pay established on the following basis:

Upon promotion to a classification previously held wherein the employee has either continuous seniority or broken seniority since previously holding the higher classification, such employee will receive his current rate, or an in grade rate consistent with the rate such employee held at the time he previously held such

SUPPLEMENT B

classification, whichever is greater.

- B. The policy of the Company relative to establishment of rate of pay for employees promoted to a classification not previously held is to establish the rate at his then current rate at the time of promotion, or the minimum of the higher classification, whichever is greater.

- C. The rate of pay of an employee recalled under the provisions of Article IV, Section 4, Recall, to a previously held classification will be established at an in-grade rate in line with such employee's position in the rate range at the time that such employee was downgraded. However, in the event such employee is recalled to the classification after holding a lateral or higher classification and subsequently surplused and not placed in the classification due to insufficient seniority, such employee shall have his in-grade rate established at the same in-grade position to which he would have been entitled had he been placed in the classification at the time of the above-named surplus.

- D. Any former employee who at any time since 1950 accumulated two years' seniority and left employment with any plant of the Corporation since that date, whether through layoff or quitting, shall upon rehire without seniority:

SUPPLEMENT B

1. Serve no waiting period for group insurance coverage.
2. Be eligible for savings plan participation immediately upon rehire.
3. If rehired in a comparable classification held in his previous tenure with the LM Aeronautics Company, have his rehire rate established at an in grade rate at least as high as the rate position held in such classification during the previous tenure.

Very truly yours,

LOCKHEED-GEORGIA COMPANY

s/S. R. Krysiak, Assistant Director
Labor Relations & Plant Personnel

s/W. A. Hagin, Director
Offsite Plants

s/J. A. Cook, Specialist Labor Relations

cc: Ted F. Maddin

SUPPLEMENT B

14 January 25, 1993

Ms. Joyce D. Williams, President
Aeronautical Machinists Local Lodge 2386
P.O. Box 88
Meridian, Mississippi 39342

Dear Ms. Williams:

This will confirm the agreement reached during the 1999 Negotiations concerning the use of sick leave pay and attendance irregularities.

Paid sick and injury leave may be taken in either a one (1), two (2), three (3), four (4), five (5), six (6), seven (7), or eight (8) hour increment. Any absence for which sick and injury leave is paid shall not be counted as an attendance irregularity. A partial day sick leave must be requested prior to the start of the leave; however, an employee who is not present at the start of the employee's assigned shift may request within the first two (2) hours of the start of the shift and shall be granted a partial or full day sick leave. In the event an employee requests a partial day sick leave and takes more time than originally requested, the employee will be charged with an irregularity. (1971 Letter Revised and Rewritten 1989, 1993 and 1999 Negotiations)

SUPPLEMENT B

Sincerely,

LOCKHEED MARTIN
AERONAUTICAL SYSTEMS

s/A. Caswell

H.R. Specialist

TAC:pb

15 January 27, 1999

REVISED 1999 NEGOTIATIONS

Ms. Joyce D. Williams, President
Aeronautical Machinists Local Lodge 2386
P.O. Box 88
Marion, Mississippi 39342

Dear Ms. Williams:

During the 1999 Negotiations, the parties recognize defense budgets, production costs, and competition for business impacts greatly upon the Company, its employees, the Union and its members. The Company and Union agree that it is in both parties' best interests to produce a high quality, cost effective product and to that end, both parties will support this position.

SUPPLEMENT B

We are dedicated to the concept that through effectively involving all employees and working together at all levels with mutual trust, respect and honesty; we can increase the viability of our Company.

In an effort to develop better working relationships, if the parties can mutually identify areas which are of a nature that affects cooperative working relations, both the Company-Union Negotiating Committees will agree to attend a joint training program on same.

Very truly yours,

LOCKHEED MARTIN
AERONAUTICAL SYSTEMS

s/A. Caswell Human Resources Specialist

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January 25, 1993

Ms. Joyce D. Williams, President
Aeronautical Machinists
Local Lodge 2386
P.O. Box 88
Marion, Mississippi 39342

Dear Ms. Williams:

This will confirm the discussion during the 1993 Negotiations and agreement by the parties that

SUPPLEMENT B

masculine gender pronouns which were incorporated into the Company-Union Agreement in previous contracts apply to both males and females and there was no intent to limit any rights to an employee based upon the sex of that employee.

Sincerely,

LOCKHEED AERONAUTICAL SYSTEMS
COMPANY-GEORGIA

J. A. Cook, Specialist Union Relations Department

JAC:smm

17

May 10, 1993

Ms. Joyce D. Williams, President

Aeronautical Machinists Local Lodge 2386

P.O. Box 88

Marion, Mississippi 39342

Dear Ms. Williams:

Subject: Return of Employees Who Take Disability (Total and Permanent) Retirement Upon Sufficient Recovery

This will confirm the agreement reached in negotiations concerning the return to work of employees who take disability (total and permanent) retirement and draw Social Security for total disability but later lose coverage of both because of sufficient

SUPPLEMENT B

recovery to return to work.

An employee who takes disability (total and permanent) retirement on or after June 14, 1993 and draws Social Security for total disability and later loses coverage of both because of sufficient recovery to return to work shall be entitled to return with full seniority. Such employee shall be placed in the last classification held immediately prior to disability retirement, subject to possessing sufficient seniority, and to any physical restrictions/limitations as determined by the Company Medical Department.

In the event the employee cannot be so placed because of insufficient seniority or physical restrictions/limitations, the employee will be considered as surplus from the last such classification held and handled under the surplus provisions of the Labor Agreement.

Sincerely,

LOCKHEED AERONAUTICAL SYSTEMS
COMPANY-GEORGIA

J. A. Cook, Specialist

Union Relations Department

JAC:smm

SUPPLEMENT B

18

May 4, 1996

Mr. Bob Dearman, President
Aeronautical Machinists
Local Lodge 2386
P.O. Box 88
Marion, Mississippi 39342

Dear Mr. Dearman:

Employees on the active payroll of the Company who are notified that they are to be recalled shall not be permitted to refuse recall unless they sign and submit to the Company a "Refusal of Recall" form within three (3) working days of date of notification.

Upon receipt of the signed and dated "Refusal of Recall" form, the employee's name will be removed from the recall list. An employee on prolonged absence at the time of recall shall have three (3) working days, upon return to the active payroll of the company, to accept or refuse such recall, seniority permitting. An employee accepting recall will be placed into the opening on the Monday following the next scheduled hourly surplus date provided the employee has sufficient seniority to be placed.

Sincerely,

Lockheed Martin Aeronautical Systems

Steven D. Hamlin
SDH:sh

SUPPLEMENT B

19 February 5, 1999

Ms. Joyce D. Williams, President
Aeronautical Machinists
Local Lodge 2386
P.O. Box 88
Marion, Mississippi 39342

Dear Ms. Williams:

During the discussions leading to the resolution of the 1999 contract, the Union raised the issue of seniority ordering for employees hired on the same day.

To resolve this issue, the parties agreed that employees previously hired at the Meridian facility should be given seniority preference. To accomplish this, when two or more employees have the same seniority date, all employees with employee numbers beginning with "5" will be grouped and the employee with the lowest last five digits will be considered senior. Thereafter, employees possessing numbers beginning with "x" will be grouped and the employee with the lowest last five digits will be considered senior. Finally, all remaining employees will be grouped and the employee with the lowest five digits will be considered senior.

Article IV, Section 3, Paragraph (A), Sub-Paragraph (1) titled "GENERAL LAYOFF" and Article IV, Section 4, Paragraph (A) titled "RECALL" shall remain as currently defined in the

SUPPLEMENT B

Company-Union Agreement. Employee numbers cannot be used for the purpose of displacing into another department or classification.

Sincerely,

LOCKHEED MARTIN
AERONAUTICAL SYSTEMS

A. Caswell Human Resources Specialist

AC:pb

20 February 3, 1999

REVISED 1999 NEGOTIATIONS

Ms. Joyce D. Williams, President
Aeronautical Machinists
Local Lodge 2386
P.O. Box 88
Marion, Mississippi 30342

Dear Ms. Williams:

SUBJECT: Leave of Absence Conditions for Union Officials

It is the policy of Lockheed Martin Aeronautical Systems to grant indefinite leaves of absence to Lockheed Martin employees who become full-time paid official officers of unions (including the International) which have and continue to have repre-

SUPPLEMENT B

sentation at LMAS. Such leaves of absence are for the purpose of recognizing fully accumulated seniority in the event such an official returns to his former LMAS position as an employee within 60 days following his severance as a union employee. Retirement Plan eligibility of such officials will be governed by the terms of the applicable retirement plan.

While on leave of absence, it is LMAS policy to permit elected full-time local union officials to participate at no cost to the company in the group medical (including optional plans) and life insurance plans in effect for IAM represented employees. Officers selecting a plan which does not provide life insurance coverage will be entitled to select life insurance coverage from the appropriate group plan providing it. Full premiums at group rates for the coverage selected by the union official are to be paid directly to the selected carrier. LM AERO - CLARKSBURG will make whatever arrangements are necessary with the carrier to ensure that the coverage when requested is provided. Claims under the selected coverage will be administered by respective divisions.

SUPPLEMENT B

This policy applies both prospectively and to ex-employees who are now union officials as defined above.

Very truly yours,

LOCKHEED MARTIN

AERONAUTICAL SYSTEMS

s/A. Caswell Human Resources Specialist

SUPPLEMENT B

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March 7, 2011

Mr. Pete Threatt, President
Aeronautical Machinists
Local Lodge 2386
P.O. Box 88
Marion, Mississippi 39342

Dear Mr. Threatt:

The language contained in Article IV, Section 1(2) of the Company Union Agreement provides that an employee transferred from an occupation covered by this Agreement to a salaried occupation within the company on or after January 1, 2006, shall not continue to accumulate seniority, but will retain the seniority previously accumulated while holding an occupation covered by this Agreement.

The purpose of this memorandum is not to change those provisions of the Agreement which were negotiated in reaching agreement on the 2005 Collective Bargaining Agreement, however, in response to questions raised about the seniority status of employees who are transferred to a salaried position, the following clarification and agreement was reached by the parties.

An employee transferred from an occupation covered by this Agreement to a salaried occupation within the Company for a period not to exceed twelve (12) months shall not lose seniority for the period of time in that salaried position. Those

SUPPLEMENT B

employees who are transferred to a salaried occupation as a result of an assignment outside of the United States can be considered under this provision for a longer period of time if justified. Upon completion of the salaried assignment, the employee(s) will return to the classification held immediately prior to assignment to the salaried position, seniority permitting. If the employee has insufficient seniority to be returned to the classification held immediately prior to the salaried assignment, the employee will be placed in accordance with the procedure identified in Article IV, Section 1(2).

Sincerely,

LOCKHEED MARTIN AERONAUTICS COMPANY—MARIETTA

s/Rainia Washington

Human Resources Director & Site Lead—Marietta

RW:jbs

SUPPLEMENT C
SUPPLEMENT “C”

**ATTENDANCE STANDARDS - HOURLY
EMPLOYEES**

I. PURPOSE

To improve attendance, establish reasonable standards of employee attendance, provide a uniform means to enforce those standards and provide recognition for regular attendance.

- A. Regular attendance by each employee is essential to the operation of the Company's business and key to the financial well being of the individual employee.
- B. This agreement sets forth the standard to be used by the parties' in monitoring attendance and taking appropriate action.

II. PROCEDURE

- A. Commendation
 - 1. Outstanding attendance or significantly improved attendance records should normally be given special recognition. Special emphasis should be placed upon proper recognition and commendation of employees with exceptional attendance records. For example:

SUPPLEMENT C

- a. One year – Commendation, form 5910, signed and issued by 1st level manager.
 - b. Two years – Commendation signed and issued by 2nd level manager.
 - c. Three or more years – Commendation signed and issued by 3rd level manager.
2. In evaluating attendance records to determine if an employee should receive a commendation for attendance, the following criteria should be used:
- a. Perfect Attendance: No full or partial-day absence in any 12 consecutive – month period while on the active payroll. Do not count absences where the employee utilizes accrued vacation or sick leave, approved Family Medical Leave, Military Duty, Union Business, or Jury Duty.
 - b. Outstanding Attendance: No chargeable attendance irregularity in any 12 consecutive - month period while on the active payroll. However, for purposes of issuing a commendation for outstanding at-

SUPPLEMENT C

tendance, a department leave, will be considered a chargeable attendance irregularity and will disqualify the employee.

3. In the absence of a department manager, division manager, or branch head, the designated delegate should issue the commendation at the appropriate staff meeting.

B. Attendance

1. Definitions:

- a. Absence – A full day's absence (excluding vacation and holiday – when not scheduled to work).
- b. Tardy – A part-day absence at the start of the shift.
- c. Short-time – A part-day absence after reporting for work.

2. An employee's attendance will be considered unacceptable if the employee has five (5) or more chargeable attendance irregularities in any continuous six (6) month period of active work.
3. Paid sick and injury leave time shall not be counted as an attendance irregu-

SUPPLEMENT C

larity. Employees' who have unsatisfactory attendance (Verbal Warning or greater) are required to use any accrued sick leave prior to any unpaid absences if they have unused balances in those accounts.

4. Any absence from work caused by a reason deemed excusable under the terms of the Family Medical Leave Act shall not be considered an attendance irregularity. In the event the Family and Medical Leave Act is modified, the terms that are in effect on the date of ratification of this agreement will be continued for the remainder of the term of this contract.
5. For so long as an employee does not currently have a disciplinary action on their record for unsatisfactory attendance, consecutive days of absence caused by the same illness will be considered as a single occurrence. Grouping of consecutive days of absence will not be allowed for employees who have current disciplinary action on their record for unsatisfactory attendance.
6. For so long as an employee does not currently have a disciplinary action on

SUPPLEMENT C

their record for unsatisfactory attendance, the employee will be allowed one (1) tardy per month which must be one hour or less in duration. This tardy will not be counted as a chargeable attendance irregularity for the purpose of disciplinary action. No more than three (3) tardies shall be allowed in any six (6) month period. Additional tardies will be considered an attendance irregularities.

7. All absences must be reported, preferably in advance, but in any event within two hours of the start of the first shift of absence, to the designated absence report number. When reporting absence, if an employee anticipates that the absence will be for three days or less, the day of contemplated return should be specified. Thereafter, it will not be necessary to report the absence unless the employee cannot return to work on the day specified. If the expected absence is for more than three days, the employee must call to report the continuing absence each three days. Any unreported absence without a reasonable explanation for failure to notify the Company will be an infraction of this Attendance policy and treated as a failure to follow instructions.

SUPPLEMENT C

C. Attendance Related Discipline

1. It is the intent of this policy to encourage regular attendance and to be corrective rather than punitive. It is recognized however, that if employees do not comply with this agreement, successively severe disciplinary penalties leading to termination are the appropriate course.
2. Progressive disciplinary action for unsatisfactory attendance will be imposed in the following sequence.
 - a. Verbal Warning - An employee whose attendance is unacceptable will be issued a Verbal Warning. At this step, and at each subsequent step of the process, the employee's Shop Steward will be notified in advance that this is occurring and will be encouraged to attend the meeting and counsel the employee on the importance of good attendance.
 - b. Employee Performance Notice - An Employee Performance Notice will be issued to an employee who has been verbally warned about his/her attendance and who has had a subsequent period of unaccept-

SUPPLEMENT C

able attendance. At each step of the process, only those infractions since the last step of formal discipline will be considered.

- c. Employee Performance Notice Plus suspension - An employee who has a third period of unacceptable attendance will be assessed an Employee Performance Notice and suspension without pay for the remainder of the current day and the following day.
- d. Termination - An employee who is not responsive to the above outlined disciplinary sequence, and who has another period of unacceptable attendance, will be discharged. Before the final decision is made regarding termination, the employee's Business Representative or the Local Union President, Division Manager, a Division Manager or higher level Manager from another area, and the Company's Director of Labor Relations or his/her designee will convene to consider any mitigating circumstances which would weigh in the favor of the employee. After that consideration, a final decision will be made.

SUPPLEMENT C

3. Disciplinary action for unsatisfactory attendance should be taken on a progression basis. It starts with a verbal warning and progresses to stronger measures if the problem continues to exist (based on the irregularities since the date of any prior discipline for attendance). Should the time span on the active payroll between the prior discipline and the current discipline exceed 12 months, the previous discipline will be repeated, and should the time span on the active payroll exceed 18 months, the discipline to be currently issued will revert to the step taken prior to the last previously administered discipline. However, in no instance shall the discipline currently being administered revert to less than the discipline normally administered for a first offense. The attendance record should be reviewed with your Human Resources representative prior to issuing discipline for unsatisfactory attendance.
4. At each step of the process, Union Representatives and members of the Human Resources branch of the Company are available to counsel employees.

SUPPLEMENT C

5. Attendance Related Discipline may be mitigated based on a serious demonstration of attendance improvement as follows:
 - a. If, after assessment of a disciplinary penalty, an employee maintains perfect attendance for a period of six months, while on the active payroll (do not count absences where the employee utilizes accrued vacation or sick leave, approved Family Medical Leave, Military Duty, Union Business, or Jury Duty), the penalty will be canceled insofar as issuance of subsequent disciplinary actions, (i.e., the disciplinary action remains on the record but is not considered in the event of subsequent unsatisfactory attendance). If the discipline that is cancelled is a Verbal Warning, the employee's attendance will then be considered satisfactory and therefore, consecutive days of absence caused by the same illness will be considered as a single occurrence. Additionally, if the discipline that is cancelled is a Verbal Warning, the employee's attendance will then be considered satisfactory and therefore, the employee will be

SUPPLEMENT C

allowed one (1) tardy per month which must be one hour or less in duration. This tardy will not be counted as a chargeable attendance irregularity for the purpose of disciplinary action. No more than three (3) tardies shall be allowed in any six (6) month period. Additional tardies will be considered attendance irregularities.

- b. If, after assessment of a disciplinary penalty, an employee does not receive subsequent attendance related discipline for a period of twelve months while on the active payroll the penalty will be reduced one step for purposes of assessing future attendance related discipline.
- c. If, after assessment of a disciplinary penalty, an employee does not receive subsequent attendance related discipline for a period of twenty-four months while on the active payroll his/her attendance will be considered acceptable and all attendance-related discipline will be removed upon employee request.

SUPPLEMENT C

D. Responsibility and Authority

Responsibility for good attendance rests with each individual employee. Responsibility for maintaining attendance standards rests with each organization manager. It is the responsibility of the Union to encourage high standards of employee attendance and counsel with employees concerning the importance of regular attendance.

This Agreement, which becomes effective as of March 7, 2011, is accepted and agreed to by the parties hereto as indicated by the signatures of the parties' duly authorized representatives which appear below:

**AERONAUTICAL
MACHINIST
LOCAL LODGE 709**

**LOCKHEED MARTIN
AERONAUTICS
COMPANY-
MARIETTA**

**A Division of Lockheed
Corporation**

s/M. D. Rakestraw
s/R. S. Dempsey
s/W. J. Egan
s/J. L. Ingram
s/M. L. Owens

s/R. L. Washington
s/J. Berson
s/S. K. Critchfield
s/S. D. Hamlin
s/J. S. Kinnebrew
s/D. L. Logan
s/E. L. Peterson
s/R. E. Sibley
s/K. M. Smith
s/J. Stevens
s/L. C. Vernon
s/T. W. West

LOCAL LODGE 1027
s/G. Caro
LOCAL LODGE 2386
s/H. L. Threatt
**INTERNATIONAL
ASSOCIATION
OF MACHINISTS AND
AEROSPACE WORKERS**

s/J. C. Crowdis
s/J. P. Slaton

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