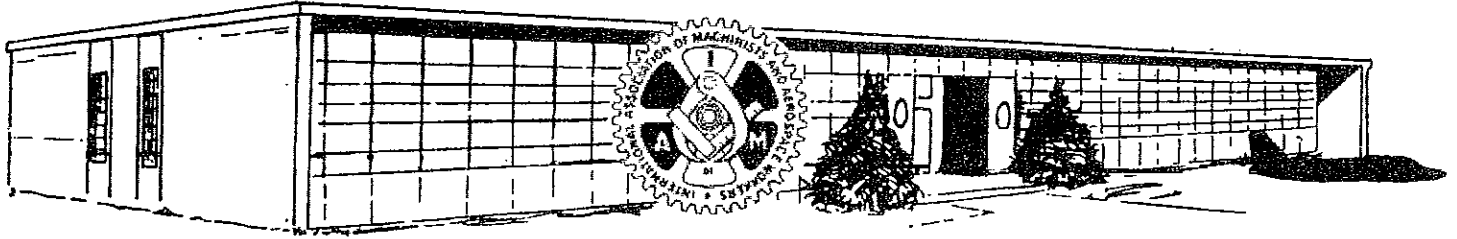


AERONAUTICAL MACHINISTS LOCAL LODGE 709, IAMAW • AFL-CIO



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UNION GRIEVANCE

1. Blue Print test for Inspector Precision and Electrical Assemblies is not reflective of the job. Labor Relations Senior Manager Ronny Sibley said an engineer reviewed the test and found no problem so they are not changing it, leaving it as is. No one to date with upgrade request in for the job has passed it. It is clear that if no one is passing the test including at least 15 represented employees who have routinely performed the work that the applied for classification will be inspecting, that the test is not reflective of the job and needs to be changed. It has been brought to our attention that some represented employees were being given the blueprint class on company time during the day. The company has made a commitment to the Union to set up a day class for swing and graveyard employees while at the same time withholding information concerning what could be viewed as disparate treatment between similarly situated employees. That is, they are paying some to attend, but not all. The test as it is now is not a bona fide occupational qualification and denies job opportunity by seniority to employees that are otherwise capable of performing the job duties. Information requested shows that 15 E&E's took test and failed. Out of that, all but 1 were in Department 18-08 performing the same work that the upgraded inspectors will be inspecting. In an effort to fill 2 req's for the classification the company in agreement with the Union put the two most senior employees that took and failed the test in the classification... The test needs to be changed to reflect the job duties performed by the classification. It is our position and belief that the company's actions in this matter are designed with the intent of undermining the status of the union in the eyes of the employees we represent.
2. Progressive discipline provision that were negotiated between the parties in 1986 have been removed from Company Policies and Procedures. This is a Failure on the company's part to adhere to agreed to provisions of our CBA. The company has gone as far as attempting to eliminate their obligation per the 1986 agreement by proposing a Memorandum of Understanding on or about Jan 6, 2016 to the prior administration. There could be no benefit to the Union and the employees we represent based on the unconsilable language included. The draft speaks for itself and evidences our position and belief that the company's actions are done with the intent of undermining the status of the union in the eyes of the employees we represent. Communication with Ronny Sibley indications no inclusion in Company Policy and Procedures.
3. The Union has been requesting for months to have access to Company's website "In-site", so that we have available resources like Company Policies and Procedures, MPS, Job Description, criteria, and other essential information that would assist in performing job duties as the exclusive bargaining representative for the hourly employees we represent here at Lockheed in Marietta. It is our position and belief that the company's actions in denying information we need to properly represent employee in our bargaining Unit are done with the intent of undermining the status of the union in the eyes of the employees we represent.

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4. The Union request that the Company cease and desist in implementing physical fitness testing for the firefighter classification other than the test that have been given since 2008 when the language was included in our Company Union Agreement... We believe the test is overly burdensome and designed to eliminate more senior employees in addition to female employees. The contract nor the alleged prior discussions give the company any right to design and implement a test that does not take into account or reflect Lockheed Martin Training provided, in addition to their real life job duties Firefighters face each day here at Lockheed in Marietta. When asked, management has told firefighters to view CPAT on internet that is the test they will take. The company suggest that all that they are required to do is "provide the Union with any necessary clarification regarding testing format at the time of implementation. They also went on to say The Company was in the process of finalizing the standard operating procedure (SOP) for physical fitness testing. Being as we are the are the exclusive bargaining representatives for the firefighters we believe those actions are intended to undermine the status of the union in the eyes of the employees we represent along with the intent to retaliate as detailed in remarks made by Assistant Chief James Covell telling personnel that if the Union does not stop "raising hell" the company is going to get rid of Marietta and the Fire Department. That the Company is "tired of the Union". It is our position and belief that the company's actions are done with the intent of undermining the status of the union in the eyes of the employees we represent.
5. The Union Request the company cease and desist in implementing and applying across the board application of an agreement that was worked out between the parties on or about April 4, 2013 concerning overtime on Kelly Days only. The Company has chosen to take the position that the 2013 agreement is now all inclusive to the Fire Fighters regular work schedule, when in fact it is not and was never intended to be. The Union in Good Faith gave what was not required of them in 2013 concerning Kelly Day overtime. Past practice shows the intent of the agreement. Subject heading makes it clear what the discussions between the parties were about "Fire Fighters Overtime distribution and scheduling". It is our position and belief that the company's actions are done with the intent of undermining the status of the union in the eyes of the employees we represent.
6. The Company's representatives have limited Union Representatives access to departments in the plant. Union Representatives have been denied vehicle access to the flight line under the company assertion that it is unsafe. I have worked on the flight line with access for at least 6 years and before that I was VP of the Union and had access then also. The access is being denied because of Union Animus. The contract is clear in that Representatives of the Union --- shall have access to the departments of the company's plant to which they are assigned".... It also goes on to say "The Company shall not impose regulations which will render ineffective the purpose of this section". Contractors have access every day. How is it that a contractor has better access to departments within the plant than a Union Representative? It is our position and belief that the company's actions are done with the intent of undermining the status of the union in the eyes of the employees we represent.
7. The company is changing job criteria to deny represented employees jobs that they are perfectly capable of performing given the same training as other employees in the classification. There are implications concerning the Company's intent with the actions listed. In addition to their actions open up the Union to liability that their bully pulpit places on us. Job Descriptions and Criteria could provide potential liability for both parties thru (EEOC) Equal Employment Opportunity Commission, (ADA) Americans with Disabilities Act, (NLRA) National Labor Relations Act, (FLSA) Fair Labor Standards Act and other. For instance Title VII EEOC policy Compensation Discrimination example 43. The investigator also finds cause to believe the respondent has violated Title VII, both on pure unequal pay grounds and by unlawfully limiting women's access to

full time jobs. It goes on to say that "An employer's assertion that a compensation differential is attributable to a collective bargaining agreement does not constitute a defense under the EPA. If the union contributed to the creation of a compensation differential, the union should be added as a respondent." In other EEOC related cases it is clear that the Union is considered an agent and as such can be held liable along with the company. It is our position and belief that the company's actions are done with the intent of undermining the status of the union in the eyes of the employees we represent.

8. Disciplinary review committee is not contractual. Investigative reports provided by security routinely list actions and discipline that are older than 2 years which is in direct violation of Letter 29 of our company Union Agreement . Company representatives look at you with a straight face and say we were told to disregard that information while making our determination of what actions to take against the employee. We reference, but not limited to the Draft alluded to in paragraph 2 above. The company proposed to change 2 years to 12 months. It is clear that they have no intention of following the 2 year provision what benefit could be had by the union. In addition to violating represented employees due process rights it is our position and belief that the company's actions are done with the intent of undermining the status of the union in the eyes of the employees we represent.
9. HR has completely disregarded Grievance procedure language with the intent of undermining the status of the union in the eyes of the employees we represent. The contract is clear in that "The parties recognize the desirability of early resolution of employee grievances and the value of thorough discussion in the grievance resolution process". "It is the desire of the Union and the Company that employee grievances be settled as quickly as possible, at the lowest possible step of the grievance procedure, and that settlements are consistent with the spirit and intent of this Agreement. The parties also recognize that honest resolution of grievances is dependent on early and truthful disclosure of the facts of the case "One of our issues and concerns is how the Company disregards our Grievance procedure language in their effort to negate its purpose and design. Shop Stewards, Business Rep's and Senior Board members have communicated this to this Office that HR and LR have routinely told Managers they were not to settle any grievances. Shop Stewards have told me their manager said they were instructed not to settle anything and there was nothing they could do". My understanding is there were grievance statements from the department on the grievance stating the same. The company's actions have taken the Shop Stewards and Managers out of the process relegating them to mere Grievance delivery men and women. To be clear our Stewards have authority to investigate, settle, withdraw, or send to step 2. At step 1 of the grievance procedure the grievance belongs to the Shop Steward and Manager who both should have complete authority to make settlements. The contract goes on to say "The manager shall meet and discuss the grievance with the Steward and attempt settlement". We suggest it is Bad Faith when a Manager is not given the authority to settle and is only charged with the task of sending grievances to step 2 of the Grievance procedure. The contract states "a meeting will be scheduled for consideration of the grievance by the Business Representative and appropriate manager. If desired by Management or the Business Representative, a member of the Labor Relations office may be present at Step 2 to assist in resolution. To facilitate this process, settlements made at Step 2 shall be non-precedential in nature." The issue here is our Business Reps have complained that Labor Relations routinely try and force themselves into Step 2 meetings when not invited. They have stated to me they see no benefit served by having a Labor Relations Rep present in fact it's just the opposite. They believe it's detrimental to the process. They feel badgered by some of these LR representatives, who want to interject themselves into the process, trying to set up Step 2 meetings, so that they can show up without either party requesting they be there. They tell me the answer from Labor Relations to the managers is "Don't

