

PART A  
PROVISIONS APPLICABLE TO THE ENTIRE MULTI-PLANT BARGAINING UNIT

Section 1 - Recognition and Jurisdiction

(A) For the period of this Agreement, Lockheed Martin Aeronautics Company – Marietta, sometimes hereinafter referred to as "LM Aero – Marietta", 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.

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 – Marietta 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 – MARIETTA, the IAM&AW will make a written claim that it represents, and LM AERO – MARIETTA will recognize the IAM&AW as the exclusive collective bargaining representative for, the hourly paid employees of LM AERO – MARIETTA 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 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 – MARIETTA, to the extent hereinafter provided, for the purpose of adding another Part to this Agreement and of making only~~

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

~~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 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, Contract Administration Group, and Local Lodge shall automatically be made in those Part I provisions and that the IAM&AW and the new Local Lodge to be chartered as hereinbefore provided shall negotiate with LM AERO – MARIETTA 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 Subsection (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 – MARIETTA establishes, within the State of Georgia, a new "feeder plant" which produces aircraft assemblies for use in the aircraft assembled at LM AERO – MARIETTA, Local Lodge 709 and the IAM&AW will make a written claim that they represent, and LM AERO – MARIETTA will recognize Local Lodge 709 and the IAM&AW as the exclusive collective bargaining representative for, the hourly-paid employees of LM AERO – MARIETTA who work at that new feeder plant and who are employed in one of the represented job classifications covered by Parts C through 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 – MARIETTA, to the extent here in after 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. 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~~

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

~~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 provisions 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 - MARIETTA 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 Subsection (c).~~

~~(D) In the event that LM AERO - MARIETTA 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 - MARIETTA 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 - MARIETTA will negotiate with Local Lodge 709 and the IAM&AW the terms and conditions of a separate agreement covering employees in the bargaining unit referred to in this Subsection (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 Four (4) Parts. These Parts are designated as Parts A, B, C, and I. This entire Agreement resulted from joint negotiations between LM AERO - MARIETTA 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~~

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.

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 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 plus 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, applies to each separate Contract Administration Group shall be applicable in any particular situation:~~

- 1) Part B ~~shall be~~ **is** applicable only to Marietta Plant Represented Employees;
- 2) Part C ~~shall be~~ **is** applicable only to Clarksburg Plant Represented Employees;
- 3) Part I ~~shall be~~ **is** applicable only to Meridian Plant Represented Employees.

~~(C) The IAM&AW and LM AERO - MARIETTA 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.~~

**[Proposing to Move Section 3 - Period of Agreement and Procedure for Amending or Replacing Agreement to NEW ARTICLE I, (subsection A, C, and D) and ARTICLE II (subsection B) ]**

The Company reserves the right to open for discussion, add, delete, and/or modify any of these proposals, the right to propose changes and to make counter proposals and reserves the right to make counterproposals in any area of the Agreement opened by the Union.