

ARTICLE VI IV
SENIORITY

Section 2 1 - Establishment of Seniority Rights

Employees are considered probationary for a period of one-hundred and eighty (180) ~~Ninety (90)~~ calendar days after an employee starts to work. An employee's probationary period will be extended for the equivalent duration of any time that an employee is placed on authorized leave of absence or placed on inactive status during the probationary period. The employee shall acquire seniority rights, and his seniority shall be retroactive to their his starting date after the employee successfully completes their probationary period. 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. It is at the sole discretion of the Company to terminate, transfer or retain employees during their probationary period and there shall be no requirement for the Company to return probationary employees to the active payroll for any reason. This period may be extended by mutual agreement between the Company and Business Representative for a total period not to exceed one hundred (120) calendar days after an employee starts to work. 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. The provisions of the grievance procedure do not apply to a probationary employee and shall only apply following the successful completion of an employee's probationary period without it being retroactive.

~~If an employee is laid off during his probationary 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 or one hundred twenty (120) calendar days respectively prior to the completion of the probationary period.~~

A classification shall be considered to have been "previously held" only when it shows on Company records that the employee has been classified and worked in the classification for a minimum of one-hundred and eighty (180) calendar days. This period shall be extended for the equivalent duration of any time that an employee is placed on authorized leave of absence or placed on an inactive status during the probationary period.

~~An employee who is hired and begins work at 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 not be required to serve a probationary period.~~

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Section 4 2 - Basis of Seniority

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

~~(1) An employee who, before February 7, 1955, was hired within the Marietta Plant of LM AERO - MARIETTA, or transferred to such Plant to work within it, shall have seniority dating from his original hire or rehire with the Corporation.~~

~~(2) An employee transferred from an occupation covered by this Agreement to a salaried occupation within the Company prior to January 1, 2006, shall continue to accumulate seniority and in case of transfer to an occupation covered by this Agreement such seniority shall apply.~~

A. (1) An employee transferred from an occupation covered by this Agreement to a salaried **non-bargaining unit** occupation within the Company on or after January 1, 2006, shall not continue to accumulate **bargaining unit** 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.

~~A salaried employee possessing seniority in accordance with the above will first be placed in their previously held hourly classification if and where an open requisition exists. Where no openings exists the 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.~~

Should the Company elect to return a non-bargaining unit employee to the bargaining unit, the employee shall be placed in the highest-rated job classification previously held, if and where an open requisition exists.

If a such salaried **non-bargaining unit** employee has been laid off, his **their** right to placement in an occupation covered by this Agreement shall be subject to the same provisions as are set forth in Section 8 3 of this Article.

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~~(2) An employee transferred from an hourly occupation (except from an hourly occupation represented by another union) to an occupation covered by this Agreement shall have seniority dating from **their** his original hire or rehire by the Company, except that any period of time spent by such employee in the employ of another Division of the Corporation shall not be included in the establishment of such seniority. An employee hired on or after October 1, 1974, into a non-represented hourly classification and thereafter transfers into a classification covered by this Agreement shall have seniority from the date of such transfer.~~

[Proposing to Incorporate Letter 59 here]

- (2) **Employees who are transferred to a non-bargaining unit occupation as a result of an assignment outside of the United States will return to the bargaining unit classification held immediately prior to assignment to the non-bargaining unit position provided they retain sufficient seniority**
- (3) **The Company shall notify the Union prior to the employment of part-time employees. The Company will provide the Union with the terms and conditions for the part-time employees. Once A a part-time employee accepts a full-time position the employee shall be entitled to credit for length of service from their original date of hire. 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.**
- (4) ~~In order~~ **To facilitate the training and development of especially qualified individuals, particularly those with an appropriate academic background for executive, administrative, and professional positions, the Company may classify employees as Special Trainees. The number so classified shall not exceed fifteen (15) at any one time. Special Trainees may be hired or selected from the work force and given assignments in available openings without regard to Sections 4,7,9, and 10 –9, 10, and 11 of this Article. In selecting trainees, preference shall be given to those individuals already in the employ of the Company who possess the necessary qualifications. They shall be paid within the rate range established for the job classification which they are assigned to perform, and shall not hold the classification of Special Trainee for a period in excess of two (2) years.**

Section 3 – Layoffs

A. General Layoff Procedure:

(1) Probationary employees as defined in Section 1 of this Article in a department in the affected job classification have no regression rights. Probationary employees shall be laid off first and considered terminated without recall rights. An employee who has acquired seniority rights pursuant to the provisions of Section 2 of this Article

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~~shall not be laid off under the general layoff provisions of this Sub-Section (A) unless all employees in his occupation 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; Marietta Hires, Lockheed Martin Aeronautics Hires, Lockheed Martin Corporation Hires and Others. Employees will be considered in these 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) (DELETED 1986 NEGOTIATIONS)~~

(2) (3) Employees who have acquired seniority rights shall be laid off in order of seniority applied by occupation, within the Company, where ability, skill and efficiency are substantially equal, **as determined by the Company**. This provision shall be applied as follows:

- (a) Where ability, skill, and efficiency are substantially equal, employees within the surplus group shall displace the least senior employees in the occupation in the Company.
- (b) Employees in a department where a surplus in an occupation develops whose seniority makes them vulnerable to lay-off from the occupation shall be included within the group considered as surplus within the department.

(3) An employee who has acquired seniority rights scheduled for layoff shall be placed in any lower-rated classification previously held or in any lateral classification previously held. Such employees shall displace the least-senior employees in such classification, seniority permitting. An employee may elect a layoff instead of a downgrade to a lower-rated job by providing the Company written notification up to five (5) calendar days prior to the layoff effective date.

(4) The Company shall endeavor to provide an employee and their Union Steward at least seven (7) calendar days advance notice of layoff.

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~~(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 classification previously held by such employee provided that he is qualified to perform the work of any less senior employee in such classification in the department where the least senior employee in such classification is located and provided further that such less senior employee, whose work the surplus employee is qualified to perform is, himself, qualified to perform the work of the least senior employee in such classification. In this event such less senior employee shall displace the least senior employee in such classification.~~

~~(5) (a) An employee with a seniority date before January 1, 1978, with six 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.~~

~~The word "qualified" as used in this Subparagraph (5) (a) 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 this Sub paragraph (5) (a), the employee must have on file with the Company full and factual information substantiating his qualifications for such lateral or lower rated classification.~~

~~Such employee with six (6) years' or more seniority shall be considered as qualified for functional line placement.~~

- ~~1. In a lower rated classification in the same functional line of the job family as his current classification.~~
- ~~2. In a lower rated classification than that previously held in the same functional line of the job family as such previously held classification, provided such classification is lateral to or lower than his current classification.~~
- ~~3. Such employee with six (6) years' or more seniority shall have functional line placement rights in accordance with Paragraph (5) (b).~~

~~(b) An employee with a seniority date after January 1, 1978 with one (1) year or more seniority scheduled for layoff shall be considered as qualified for functional line placement and shall be placed in a lateral or lower rated classification in the same~~

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~~functional line of the job family as his current classification or in a lateral or lower-rated classification in the same functional line of the job family of a previously held classification provided he possesses greater seniority than the least senior employee in such lateral or lower-rated classification. Functional line placement consideration under this Sub-paragraph (5) (b) shall be limited to the agreed-upon Functional Line Charts.~~

~~Employees hired or rehired on or after March 2, 2014, shall be placed in a previously held lateral or lower-rated classification, seniority permitting.~~

(5) (e) Rehired LM AERO - MARIETTA Plant employees who have acquired seniority both currently and during prior employment shall have surplus placement rights to jobs previously held during current or previous tenure with the Company. Recall rights to any such jobs must be earned under current tenure as contractually defined.

~~In effecting placement under Sub-paragraphs (4) and (5) (a), (b), and (c) above, the Company shall, insofar as it is practicable, place the employee in the highest of any such classifications. If such classifications are lateral (i.e., the same maximum rate), he shall displace in the classification occupied by the least senior employee.~~

~~(6) An employee who has completed the Lockheed Martin Apprenticeship Program and who is scheduled for layoff shall have placement rights in any lower-rated job in the functional line of the job family of the classification for which he served his apprenticeship, provided he is qualified to perform the work of the least senior of any less-senior employees in such classification.~~

~~(7) A surplus employee who has attained seniority will be placed in a lateral or lower-rated classification for which he is qualified if there is an available opening in such classification.~~

(6) (8) The Company shall have ~~five (5)~~ **seven (7) calendar days from the effective date** in which to correct, 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. Employees displacing into any classification shall be given the same guidance and instruction as given existing employees on new tools or processes added since they last held the occupation.

~~(9) The Company shall make the displacements provided for in Sub-paragraphs (4) and (5) as rapidly as possible. It is recognized, however, that circumstances may occur, particularly in layoffs involving more than one and one-half per cent (1 1/2%) of the~~
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~~employees in the bargaining unit which will make it necessary for the Company to lay off such employees for not longer than five (5) working days, until placement can be effected.~~

~~(10) Downgrade from a higher grade to a lower grade of an occupation, except for Lead, shall be made within the Company on the basis of seniority, where ability, skill, and efficiency are substantially equal.~~

(7) (11) In the event that a Lead becomes surplus the downgrade shall be made within the smallest unit under full-time supervision where the **Lead** surplus occurs. Where ability, skill, and efficiency are substantially equal the least senior Lead leading the same occupation within such smallest unit as the surplus Lead shall be downgraded.

~~(12) An employee scheduled for downgrade within the occupation (unless the downgrade results from inability to perform the higher grade work) or 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 an occupation 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 occupation, and all open requisitions in the same classification within the plant have been filled. Employee written request for such layoff must be 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 employee's recall rights will be limited to the classification involved in the current layoff, and any recall rights to higher 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 from 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 of suspension, the employee's recall rights shall automatically be reactivated and the employee will at that time be 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 including recall rights to Labor Grades 1 thru 4 granted to them under Article IV, Section 4, Paragraphs (7) and (9).~~

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(8) ~~(13)~~ In the event an employee ~~involuntarily~~ loses their security clearance or program access and can no longer perform the work that is available in the department, the employee will be declared surplus and placed in accordance with provisions of this Article and Section.

(9) ~~(14)~~ The word "occupation" includes all grades and Lead within an occupation, ~~for example: Motor Rewinder is an occupation and includes Motor Rewinder Lead, Motor Rewinder A and Motor Rewinder B.~~

The word "classification" designates an occupation and in addition a specific grade of that occupation, ~~as for example: Motor Rewinder A.~~ Where there is only one grade in an occupation, such grade is assumed to be the A grade unless otherwise designated, ~~for example: General Machinist.~~ Classifications in the same labor grade are considered "lateral classifications".

Downgrading within an occupation refers to a movement from one grade of the occupation to a lower grade of the same occupation, ~~as for example: Motor Rewinder A to Motor Rewinder B.~~

A downgrade in lieu of layoff refers to a movement from one classification to a lower-rated classification in a different occupation, ~~for example: General Machinist to Machinist Mill/ Machine Tools Set up.~~

(B) Temporary Layoff:

Temporary layoffs may be made for periods of not exceeding ~~twenty (20)~~ **thirty (30)** working calendar days regardless of the reason for such layoff. **Extensions of this time period may be made by mutual agreement between the Company and the Union.** Such layoffs shall be made in order of Company-wide seniority applied by occupation within the ~~particular unit of organization, work unit or project~~ **program** affected where ability, skill and efficiency are substantially equal. An employee shall not be temporarily laid off under this provision more than once in any calendar year until all other employees in the same classification within the affected group, as defined above, shall have been temporarily laid off once **provided; however, that operations will not be unduly impacted by this rotation as determined by the Company. The Company will inform the Union of such exceptions.**

(C) ~~Emergency Reduction of the Working Force~~ **Mass Layoff:**

This Section is applicable in the event that five percent (5%) or more of the employees in the bargaining unit is laid off at once.

Step 1. ~~When an Emergency Reduction of the Working Force which involves the layoff of 5% or more of the employees in the bargaining unit is necessary, the first step in the Emergency Reduction of the Working Force~~ **There shall be a** the layoff of employees affected, without regard to the General Layoff Procedure for the period of time necessary to put into effect Step 2.

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Step 2. ~~The second step of the Emergency Reduction of the Working Force~~ **As soon as practicable, the Company shall administer** ~~be the carrying out of the General Layoff procedure.~~ Such assignments shall not be governed by the Recall from Layoff procedure ~~and shall be made as promptly as is reasonably possible.~~

(D) Voluntary Layoff

An employee may apply for a voluntary layoff out of line of seniority, which shall be in accordance with the following:

1. **In a job classification where employees are scheduled for layoff and all open requisitions in the same classification within the plant have been filled, a senior employee in the same department and classification may apply for a voluntary layoff out of line of seniority, thereby cancelling layoff of the most-senior employee scheduled for layoff.**
2. **The employee must submit a written request for voluntary layoff to Labor Relations no later than five (5) calendar days prior to the effective date of the announced layoff. Applications for voluntary layoff will be considered and granted in seniority order, as soon as practicable.**
3. **An employee's request for voluntary layoff will be processed following the contractual provisions governing layoff, including the establishment of recall rights.**
4. **In the event the Company cancels the scheduled layoff prior to the employee exiting, the approved voluntary request becomes null and void.**

(E) Top Seniority for Layoff Purposes of Layoff:

(1) For the purposes of applying the Temporary and General Layoff procedures, the following employees shall be deemed to have top seniority:

(a) ~~Union Stewards and Committeepersons Committeemen~~ **Committeemen** of whose status as such the Company has had seven (7) calendar days' written notice. Upon written notification to the Company by the Union of the Stewards and **Committeepersons Committeemen** elected at the annual election of Union Stewards and **Committeeperson Committeemen** as provided for in Article H IV, Section 1, (A), (2) of this Agreement, in such instance the seven (7) calendar days' written notice provided for herein shall be waived.

(b) ~~Union Representatives on the Senior Negotiating Committee not to exceed five (5) in number. Such representative shall not be transferred from one shift to another,~~

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~~except with his consent, provided he is competent to perform the work remaining within his classification on the shift in the department.~~

- (c) Three (3) employees of the Company who are the permanent Union Representatives on the Classification Grievance Committee.
- (2) During the period of a temporary layoff, the number of ~~Committeepersons~~ ~~Committeemen~~ shall not be reduced below the number allowed under the provisions of Article II IV, Section 1, as applied to the number of employees remaining.

~~A Steward shall not be laid off on a temporary layoff provided he is~~ **they are able** and willing to perform the work remaining within the department and shift ~~within their labor grade in which his classification falls or in a lower labor grade.~~ During a temporary layoff and during the period between the first and second steps in an ~~Emergency Reduction of the Working Force~~ **Mass Layoff**, the terms of office of laid-off Union Stewards and ~~Committeepersons~~ ~~Committeemen~~ shall continue.

If a department or a shift within a department is shut down for a period not to exceed one-hundred-twenty (120) days, the Steward in such department or on such shift shall upon its reopening have top seniority in ~~his~~ **their** occupation and shift for purpose of recall.

Section 4 - Recall

(A) Recall:

Employees shall be recalled from the recall list into the **previously held** classification in which the opening exists in order of seniority, where ability, skill and efficiency are substantially equal, **as determined by the Company**. 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; Marietta 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 occupation in which the opening exists; and
- (2) Employees who in lieu of layoff accepted placement in a **previously held** 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 **previously held** lateral or lower classification previously held and in which the opening exists and were not placed in such classification because of

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~~insufficient seniority; provided that regardless of the method of entry into his current classification (except in circumstances where the employee was placed into his current classification as a result of lateral recall) each employee shall have lateral recall rights to previously held lateral classifications, provided a written request is filed with Labor Relations by the employee within seven (7) calendar days of his most recent placement in a job lateral to the requested classifications; 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. Such employees shall remain on layoff with recall rights to the job from which downgraded for a maximum of **twelve (12) ninety (90)** months; 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; and
- (5) Those employees who, in lieu of layoff, accepted downgrade and at the time of such downgrade had displacement rights, in accordance with Section 3 of Article IV, into such a lateral or lower classification previously held and in which the opening exists, but were not placed in such classification because of insufficient seniority, and who were subsequently laid off. Such employees shall remain on layoff with recall rights to such jobs for a maximum of **twelve (12) ninety (90)** months.
- (6) ~~Those employees on layoff or downgrade in lieu of layoff, who at the time of layoff or downgrade in lieu of layoff, possessed displacement rights in accordance with the agreed upon Functional Line Charts into a lower or lateral classification in which the opening exists, but because of insufficient seniority were not placed into such classification.~~
- (7) ~~Employees with three (3) or more years' seniority at the time of layoff who are on layoff and have recall rights to any Factory classification (s), shall have recall rights to all Factory classifications in Labor Grades 1 through 4.~~
- (8) ~~Each employee with three (3) or more years of seniority at the time of downgrade in lieu of layoff who has recall rights to any Factory classification(s), shall have recall rights to all Factory classifications in Labor Grades 1 through 4 which are higher rated than his/her current classification.~~
- (9) ~~Employees with three (3) or more years' seniority at the time of layoff who are on layoff and have recall rights to any Technical and Office classification(s), shall have recall rights~~

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~~to all Technical and Office classifications in Labor Grades 1 through 4 with the following exceptions:~~

~~Typist (834-3).~~

- (10) ~~Each employee with three (3) or more years of seniority at the time of downgrade in lieu of layoff who has recall rights to any Technical and Office classification(s), shall have recall rights to all Technical and Office classifications in Labor Grades 1 through 4 which are higher rated than his/her current classification with the following exceptions:~~

~~Typist (834-3).~~

- (11) ~~Employees who have held both Factory and Technical and Office Classifications shall have recall rights to both Factory and Technical and Office Classifications as set forth in Paragraphs (7), (8), (9), and/or (10) above.~~

~~Employees recalled to a Labor Grade 1 through 4 classification under this provision are not eligible for subsequent recall within other Labor Grade 1 through 4 jobs.~~

Any employee recalled to the active payroll from layoff other than temporary recall shall be retained for not less than four (4) 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 ~~their~~ **his** place on the recall list or ~~their~~ **his** right to be considered for the next permanent opening for which ~~they are~~ **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 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 to be of** duration of ninety (90) days or less. It is understood that the Company will use its best judgment in making such a 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 and provides in accordance with Article IV, Section 8 (3) 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.~~

An employee will not be recalled to a job classification which is in the same or a lower-rated job classification as that which the employee holds.

(B) Relinquishment of Recall Rights:

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An employee who becomes surplus under the General Layoff provisions of the Agreement and who is subsequently placed on lay-off, shall, upon **their** his election as provided below in paragraphs (1), (2), and (3), relinquish **their** his recall rights to such previously held, lower-rated classifications as **follows: set forth therein:**

- (1) **An employee who declines recall under this Section shall lose recall rights to any classification which they decline and to other classifications in the same or lower-rated classifications.**

[Proposing to incorporate Letter 33 here]

- (2) **An employee who has been laid off, declines an offer or fails to respond to a recall offer within three (3) calendar days from the date of mailing a certified letter to the employee's last known address on file with the Company who has been laid off, declines an offer or fails to report for onboarding and/or work within three (3) calendar days from the date of mailing a certified letter to the employee's last known address on file with the Company will be removed from the recall lists of that classification and all lower-rated classifications.**

- (3) ~~(1)~~ A surplus employee, who at the time of layoff possesses displacement rights in accordance with Section 3 of ~~Article IV~~ into a **previously held** lower classification ~~previously held~~, and who elects layoff in lieu of such placement, ~~by such election~~ automatically relinquishes recall rights to the **previously held** classification in which placement was declined and to **previously held** classifications which are lateral to or lower than the classification into which placement was declined.

- ~~(4)~~ ~~(2)~~ A surplus employee, who at the time of layoff possesses displacement rights in accordance with Section 3 of Article IV into a lower classification previously held, but who cannot exercise such placement rights at the time of layoff because of insufficient seniority, may elect prior to placement on layoff to relinquish recall rights to such lower classification and ~~by such~~ automatically relinquishes recall rights to classifications lateral to or lower than the classification to which recall rights were declined. Such employee must, prior to placement on lay-off, provide Labor Relations written or electronic notice of such intent and complete the necessary form relinquishing his recall rights to such lower classifications previously held.

- (5) ~~(3)~~ A surplus employee placed on layoff while on ~~Prolonged medical Leave of Absence~~, without the opportunity to exercise the rights provided in (B) (1) and/or (B) (2) above, may elect to exercise such rights by **written request** notification of such in writing to the Labor Relations Office of the Company **within seven (7) calendar days** ~~one week~~ following the effective date of ~~his~~ **their** layoff.

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- ~~(6) (4) A surplus employee with three (3) or more years' seniority at the time of layoff may elect prior to placement on layoff to relinquish recall rights to classifications in Labor Grades 1 through 4 contractually earned under Article IV, Section 4, Paragraphs (7) and/or (9). Such employee must, prior to placement on layoff, notify Labor Relations the Personnel Representative of such intent and complete the necessary form relinquishing his recall rights to such classifications.~~

Section 5 - Physically Handicapped Employees **Occupational Injury or Illness**

- ~~(1) Physically handicapped employees (blind, those who are deaf and mute, or have similar disabilities) may be retained or reinstated regardless of the seniority principles stated in this Article in accordance with such mutual agreement as hereafter may be entered into between the Company and the Union.~~
- (2) An employee who becomes physically limited **has time lost** as a result of an injury, or illness, incurred in the course of his employment with the Company and determined by the Workmen's Compensation Board or the Company to be occupational, shall be retained or reinstated in a classification where an opening exists if **he is they are** qualified to perform such work, **with or without an accommodation**, provided **he they** applies **apply** for such reinstatement within thirty (30) calendar days after **he is being** qualified to perform such work and ~~further provided he has~~ **have** greater seniority than the ~~most~~ **least** senior employee who has established priority rights under ~~Article IV~~, Section 10 of this **Article Agreement**. ~~He~~ **They** shall be paid at a rate within the classification applicable to the type of work to which ~~he is~~ **they are** assigned.

[MOVED Section 6 - Employees Entering Armed Forces to NEW Article IX, Section 4]

Section 7 ~~Information to be Furnished the Union~~

~~See Article II, Section 6.~~

Section ~~8~~ **6** - Loss of Seniority

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

- (1) Resignation. ~~(a five day unreported absence on scheduled work days without a reasonable explanation for failure to notify the Company, shall be considered a resignation)~~ It shall be considered a resignation **when an employee fails to notify the Company regarding an absence for three (3) calendar days;**

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- (2) Discharge for just cause;
- (3) ~~If, after a layoff, the~~ **an employee, declines an offer of recall or fails to report for onboarding and/or work or fails to report to their work assignment to the recalled job offered and accepted within three (3) calendar days from the date of mailing a certified letter to the employee's last known address on file with the Company. 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)~~ **twelve (12)** consecutive months.
- (6) Failure to return from any **approved leave of absence in accordance with Article IX unless a reasonable accommodation under the ADA has been provided;** ~~within five working days of expiration.~~
- (7) Any termination from the active payroll on a voluntary basis and accepting pension under the terms of any Lockheed Martin Plan.

~~Section 9 7 - Promotion and Upgrading~~ **Lead Selection**

- (4) On promotion to Lead, consideration shall be given to qualified employees under the first full-time supervision where the opening exists and when employee qualifications are equal, the most senior will be promoted to Lead. Leads will be selected or removed within a department based on need and job-related criteria, **as determined by the Company.** Non-job-related considerations will not be used in lead selection or removal.

Section 8 - Promotion

- (2) ~~A list of the job classifications that have current and anticipated openings will be published on the Labor Relations Website as new job openings are identified. This list will also be provided to the Union by electronic communication.~~

- (1) (3) **On an annual basis, Each employee may file up to two upgrade requests for promotion to a as many as four (4) higher rated classifications, to which they are eligible within their Job Family. This annual process excludesing trainee classifications and classifications in labor grades 15 through 18. Probationary employees are not eligible for promotion** ~~Employees that accept a promotion during their initial probation period will~~

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~~have their probation extended an additional 60 days from the time employee accepts promotion. In no case should this probation period total more than 180 calendar days. Laid off employees will be considered at Labor Grade 4 for purposes of administering this Agreement. Employees on voluntary layoff will not be considered for upgrade. Upgrade requests, which may be filed either in writing on forms provided by the Company or electronically, will allow for the employee to document their previous job experience, education, training, and other qualifications. Promotion requests shall be filed with the Company, on an annual basis, from October 1 through October 15, as provided herein prior to the date such promotion or upgrading is made. An employee background resume, shall be completed in conjunction with the employee's request for upgrade. This resume and the job history sheet provided by the Company will be used in lieu of personnel records.~~

(a) After application, the candidate's resume will be evaluated against the established criteria for placement into the classification. The Union's Senior Negotiating Committee and a committee of a like number of Company Representatives will meet as often as necessary **after the bidding period has concluded each year**, to consider all employee requests for promotion to **classifications in labor grades 14 and below, and establish an annual qualified list for each classification.**

(b) **Employee applications will be reviewed in seniority order for placement on the qualified list. The Committee, at each meeting, will review only the number of upgrade requests necessary to maintain enough qualified employees to fill anticipated openings.** ~~When new openings are identified, the Company will a qualified list will be established not sooner than ten (10) calendar days after the job classification opening has been initially published. The qualified list will remain in effect from December 1 until November 30 of the following year. Once an initial annual qualified list has been established for a classification particular occupation, the parties will not be required to establish a new list until the list of available candidates has been exhausted. All annual qualified lists are voided and reset annually on December 1, or for a period of sixty (60) days if there are promotion requests for employees who are more senior than employees on the existing list. Employee applications will be reviewed in seniority order for placement on the qualified list. The Committee, at each meeting, will review only the number of up grade requests necessary to maintain a sufficient number of qualified employees to fill openings anticipated before its' next meeting. If, after review, the applicant is found to be qualified, they will be added to a list of other qualified employees for future placement and the initial upgrade request for that classification will be removed from the upgrade system.~~

(c) If the parties agree that the employee does not meet the established criteria for placement, ~~the employee will be notified in writing and informed as to what part of~~

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~~the criteria they did not meet. If an employee is found not to meet the criteria for a classification, their upgrade request will be removed from the upgrade request system and they will not be eligible to exercise provisions established in Article VIII. The employee may not reapply for that classification during the next bidding period for six months and then only if they have made a substantial change in their qualifications occurs through additional documented education, training, or job experience.~~

- (d) ~~Thereafter, w~~When an opening occurs, employees from the qualified list will be offered the promotional opportunity in seniority order, with employees from the department, where the opening occurs being given an additional twelve (12) months credit in calculation of their seniority. Employee failure to ~~respond~~ **accept the to promotion upgrade requests offer** within three (3) **working calendar** days following ~~the offer extension~~ is considered a refusal. Employees who refuse a promotion opportunity will **be removed from the qualified list not be eligible to re-apply for the refused classification for a period of twelve (12) months from the date of refusal.** **Once an employee accepts an upgrade offer and begins working in the classification, they shall have a twenty-four (24) month waiting period following the effective date of the employee's promotion until they may submit any additional requests or accept any other promotion offers.**
- (e) ~~All employees who have applied and been deemed qualified will be candidates for placement. If there are no qualified applicants or if the Committee(s) Union hasve failed to review candidates for concurrence, the Company will utilize available resources to fill the vacancy. In cases where the Union has been given background information on an individual and a decision on the persons qualification has not been finalized in fifteen (15) working days, the Company will attempt to select internal candidates who, in the company's opinion, meet the established criteria. The parties can agree to increase the days by mutual agreement. Thereafter, the Company will or go to open hire. All remaining employees who have active upgrade requests for the occupation and who were not reviewed will be considered for future openings. New Applicants hired through the open hire process hires must meet the criteria established by the Company.~~

- (2) In cases where either party questions an employee's qualifications to perform the requirements of the job, the parties may by mutual agreement establish a performance demonstration suitable to determine the employee's capabilities in order to be determined qualified to perform the job.

- (a) ~~If the parties cannot agree as to the employee's qualifications for placement, the third party review process outlined in paragraph (e) of this section will be used.~~

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- (a) In cases where it is determined that an employee was bypassed for promotion due to employee notification oversight, the employee will be offered the promotion opportunity on a current basis provided the Company is made aware of the bypass within ten (10) ~~working~~ **calendar** days from the date of bypass. In the event the bypassed employee accepts the promotion opportunity, ~~he/she~~ **they** shall displace the wrongfully promoted employee who will return to their former classification and resume their placement on the respective qualified list. Where the Company is not notified within ten (10) **calendar** days of the bypass, the **bypassed** affected employee will be returned to the respective qualified list.
- (b) When the parties cannot agree that an employee is either qualified or not qualified, the dispute will be submitted to a ~~permanent third-party~~ arbitrator, for resolution. **The method of selection of the permanent arbitrator shall be the same as called out in Article V, Section 6 of this Agreement.** The arbitrator will be selected for a twelve-month duration, subject to extension by agreement between the parties. The arbitrator will be limited in authority to decide "qualified" or "not qualified". If the arbitrator rules the employee is qualified, the arbitrator will be limited to placing the employee in the job on a current basis without back pay.

~~Each sixty (60) days, or more often if needed, t~~The arbitrator will be scheduled to ~~hear cases.~~ **only when there are six (6) or more case cases to be heard. At least** ~~S~~six (6) cases per day will be scheduled, with the oldest disputed upgrade request being heard first. Each party will be given one half hour to present such evidence, documents or testimony it sees fit. Only evidence which had previously been considered by the parties shall be considered by the arbitrator. ~~The Company will not raise the fact in arbitration that the Union had reviewed and discussed the criteria with the Company and provided suggested input regarding its content.~~ After consideration of the evidence, within seven (7) calendar days, the arbitrator will rule that the applicant is either "qualified" or "not qualified".

~~The method of selection of the permanent arbitrator shall be the same as called out in Article III, Section 6 of this Agreement.~~

A set fee for hearing cases under these guidelines will be negotiated with the arbitrator and those fees will be equally split between the Company and the Union.

[Proposing to Move to OLD Paragraph C Article V, Section 6 – Classification Grievance Committee]

- (c) ~~(e)~~Criteria for each job and lists of qualified applicants will be made available electronically to the Union.

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~~(f) An employee who is placed on a qualified list shall remain on that qualified list, until unless the requirements described in the job description change, until the employee is placed in the classification requested or in a lateral or higher classification, or until the employee withdraws his request or refuses an offer of placement into the requested job classification. However, an employee shall not be permitted to again submit an upgrade request for placement into a classification from which his application was withdrawn after filing a grievance for placement on the qualified list, for a period of six (6) months. In the event the employee is deemed qualified and afterwards removed from the qualified list, the employee must resubmit an upgrade request for future consideration.~~

~~(d) (g) Decisions regarding employee promotion made as a result of this process, including decisions of the permanent arbitrator, shall not be subject to Article III.~~

(3) The internal promotion process outlined above does not apply in the following circumstances:

(a) For openings in job classifications in Labor Grade 15 and above in the following Job Families:

- i. Assembly**
- ii. Electrical**
- iii. Paint**
- iv. Technical and Office**

(b) For openings in job classifications in the following Job Families:

- i. Facilities**
- ii. Inspection**

(c) For openings in job classifications that are not in a Job Family as defined in Supplements A and B.

For openings that fall within Subparagraphs (a) – (c) above, the Company will utilize an open hiring process that may include internal and external candidates. Applicants hired through the open hire process must meet the criteria established by the Company. Decisions regarding employee hire or promotion made as a result of this process shall not be subject to Article V.

(4) (3) In selecting an employee for such promotion or upgrading to an available opening the following standards shall apply:

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- (a) Availability for Release. Operational requirements will be considered insofar as they pertain to the release of an employee from their 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 given to the most senior qualified employee within the applicable unit.
- ~~(4) Preference shall be given to the promotion of qualified employees eligible under this section before open hire.~~
- (5) Employees participating in a Lockheed Training Program will not be placed in any other Lockheed Training Program until the employee has completed such program or the program has been discontinued.
- ~~(6) Where practicable, the parties may mutually agree on classifications where automatic progression into higher classifications can be accomplished. Once identified, employee selection for placement into these occupations will be made by selecting the most senior employee(s).~~

Section 10 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, **as determined by the Company:**

[Proposing to incorporate Letter 14]

(1) Shift Preference:

- a. **Each Department will post a shift preference list for day, swing, and graveyard shifts, if applicable. When openings become available, employees will be offered in seniority order. If an employee refuses, the next senior employee on the list will be offered the open shift. Employee's names that are not on the list at the time of offering will not be considered for the open shift. If an insufficient number of employees accept the transfer, the Company may transfer the required number of qualified employees in inverse order of seniority from the classification and from within the department where the vacancy exists, and such employees shall be required to accept such a transfer.**

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b. In situations where specific skills are needed on a shift, qualified employees may be retained or transferred out of sequence to obtain or retain persons of specialized skills and/or experience, as determined by the Company.

- (2) ~~(1)~~ Employees who are surplus in a higher-rated or lateral classification and who are scheduled for placement in the **previously held** job classification in which the opening exists.
- (3) ~~(2)~~ Employees on the recall list of the **classification** ~~occupation~~ in which the opening exists as defined in Section 4 of this Article.
- (4) Employees eligible for promotion as provided in Section 8, above.**

A transfer within a classification may be made without reference to the priority ~~above-stated~~ **above**. A full-time work assignment in a lateral or lower classification without change in classification may be made for a period not to exceed **sixty (60) calendar** ~~thirty (30) working~~ days. Such period may be extended an additional **sixty (60) calendar** ~~thirty (30) 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 of any lateral or lower work assignment made under this paragraph.

Section 10 - Downgrades

Downgrading into classifications, which have a recall list, may be made upon mutual agreement of the Company and the Union for the following groups of employees provided, such employees have greater seniority than any employee on the recall list for such lower classification:

- (a) Physically limited employees who are unable to do the work of their current classification but are able to do the work in a lower-rated **previously held** classification;
- (b) Employees who, after normal instruction are trying to perform their job assignments but are unable to do so, and whose work records indicate that they would be satisfactory employees in a lower-rated **previously held** classification.
- (c) In the event no job opening exists, an employee included in one of the groups specified in (a) or (b) above, may, upon mutual agreement of the Company and the Union, displace the least senior of any less-senior employees in a lower **previously held** classification if he is qualified to perform the work in such lower **previously held** classification.

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- (d) An employee who has taken a downgrade due to medical conditions shall, upon request, and where an opening exists, be returned to the **previously held** classification from which **they were** downgraded upon being deemed physically fit by their physician, seniority permitting, **and** after examination by the Lockheed Martin Medical Department, **or designee**. Should a difference of opinion arise between their physician and the Medical Department, a third party physician in the field of said medical condition, who is independent of both parties shall by examination, ~~paid for by the company,~~ make the final determination of their medical condition as to placement into the higher rated **previously held** classification. **The Company shall bear the cost of this examination.**

Section 11 - 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 division; then within the applicable major organizational unit of the Company; 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.

~~Section 12 - Job Opportunities~~

~~Any bargaining unit employee on layoff with recall rights to any bargaining unit job, will be given preference for any pre-hire training that is offered before it is offered to non-employees provided the employee meets the respective selection criteria.~~

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