

ARTICLE I  
GENERAL PROVISIONS PERIOD OF AGREEMENT

**[Proposing to Move Section 1 - Jurisdiction and Definitions to NEW Article II]**

**[Proposing to Move Section 2 - Authority of Union to NEW Article II]**

**[Proposing to Move Paragraphs A, C, and D of Part A, Section 3 Here]**

**Section 1 – Period of Agreement**

**TBD**

~~(C) In the event of instructions from~~ **In the event** the Federal Government **provides direction** to alter or change the working schedule **during the period of this agreement** now in effect, ~~LM AERO - MARIETTA~~ **the Company shall endeavor to provide written notice to the Union fifteen (15) calendar days prior to the alteration of work schedules** 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 over time 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 **section** ~~Subsection (C)~~.

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 - MARIETTA, to the Site General Manager 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 International Association of Machinists and Aerospace Workers who has jurisdiction over Local Lodge 709 at the address which has been furnished to LM AERO - MARIETTA 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.

~~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 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 in effect on 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.~~

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.

**Section 4 3 - Performance Required**

The Company and the Union ~~agree that they will~~ **shall** administer this Agreement in accordance with ~~the true intent of its terms and provisions. and will give each other fullest cooperation maintain 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 **both parties'** representatives ~~to~~ **shall** comply with and abide by all the provisions of this Agreement.

**Section 5 4 - 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.

**[Proposing to Move Section 6 - Right to Manage Plant to NEW Article III]**

**[Proposing to Move Section 7- Apprenticeship Agreement to NEW Article II]**

**[Proposing to Move Section 8 - Strikes and Lockouts to NEW Article II]**

**[Proposing to Move Section 9 - Union Responsibility to NEW Article II]**

**[Proposing to Move Section 10 - Deductions from Earnings for Union Dues to NEW Article II]**

**Section 4 5 - Separability**

Should any part **of this Agreement be declared** ~~hereof or any provision herein contained be rendered or declared~~ invalid by reason because 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 of this Agreement** and they shall remain in full force and effect. In **the** event of any such invalidation, the Company and the Union shall meet promptly ~~for the purpose of resolving~~ **to resolve** such invalidation.

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.

**[Proposing to Move Section 12 – Security Regulations to NEW Article II]**

**[Proposing to Move Section 13 – Non-Discrimination to NEW Article II]**

**[Proposing to Move Section 14 – Subcontracting to NEW Article III]**

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.