

**ARTICLE II  
UNION RECOGNITION**

**[Proposing to Move Article I, Section 1 Here]**

Section 1 - Jurisdiction and Definitions

(A) The phrase "Marietta Plant Represented Employees," as used throughout this Agreement, shall mean the following groups of employees of the Company who work at the Marietta, Georgia, Plant of LM AERO - MARIETTA:

(1) Production, Maintenance and Plant Clerical Unit, as certified by the National Labor Relations Board, October 2, 1952, in Cases Nos. 10-RC-1909, 10-RC-1918, 10-RC-1951, and including the Electrical Unit as certified in the NLRB Case No. 10-RC-3381, March 29, 1956, and such other job classifications listed in Supplement A of Part B of this Agreement, and such new factory jobs established pursuant to the provisions of Part B, Article VIII, Section 1, (2) of this Agreement; and

(2) Office and Technical Unit, as certified by the National Labor Relations Board, October 2, 1952, in Cases Nos. 10-RC-1909, 10-RC-1918, 10-RC-1951, and such other job classifications listed in Supplement B of Part B of this Agreement, and such new Office and Technical jobs established pursuant to the provisions of Part B, Article VIII, Section 1, (2) of this Agreement, and including employees of the Identification Bureau of the Plant Protection Department, but excluding employees in the Statistical and Investigation groups of the Personnel Records Section.

(B) The words "employee" and "employees", as used in this Part of the Agreement, shall include only those persons who are members of the group referred to as the Marietta Plant 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 of the Agreement, shall mean Local Lodge 709 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 of the Agreement, shall mean or refer only to the Marietta, Georgia, Plant of LM AERO - MARIETTA, unless another meaning is specifically and expressly stated in the provision in which the word "Company" or "plant" is used.

(E) **Non-represented Employees Performing Bargaining Unit Work:**

~~Non-represented employees of the Company shall not perform duties which constitute an erosion of bargaining unit work.~~ A non-represented employee **of the Company** shall ~~not~~ perform work covered by this Agreement ~~except~~ in the following types of situations:

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.

- (a) ~~In cases of e~~**Emergency conditions** such as where immediate action is required in order to prevent injury to employees, or damage to Company or customer property, or equipment.
- (b) ~~To properly i~~**Instruction or training of employees.**
- (c) When such work is incidental to and essential to the performance of the non-represented employee by that non-represented employee.

### Section 2 - Authority of Union

The Union shall have full authority to administer and enforce the provisions of this Part B of the Agreement and to exercise the full authority of the collective bargaining representative ~~with regard to~~ **regarding** the Marietta 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~~ **Article I, Section 1 and Article II, Section 3**, of this Agreement.

### Section 3 –Negotiating Committees

#### [Proposing to Move Part A, Section 3, Subsection B here]

The Negotiating Committee ~~which shall representing the Union IAM&AW and each of the Local Lodges which are parties to this Agreement,~~ in the negotiations contemplated under **Article I, Section 1 of this Agreement, Subsection (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~~ **and up to two (2) District, Grand Lodge, and/or International Union Representatives.** *Observers or specialists (excluding IAM Grand Lodge representatives) may participate in the above referenced negotiations, if mutually agreed upon by the parties.* This Negotiating Committee ~~is sometimes hereinafter~~ **may be** 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 **voting** purposes 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~~ **the** Local Lodge represents for the purpose of administering this Agreement.

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.

The Negotiating Committee ~~which shall~~ representing LM AERO - MARIETTA 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 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.

**[Proposing to Move Article I, Section 7 here]**

**Section 7 4 - Apprenticeship Agreement**

Any apprenticeship agreement shall be the subject of a separate agreement between the Company and the Union.

**[Proposing to Move Article 1, Section 8 here]**

**Section 8 5 - 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, picketing, sympathy strike, slowdown, or stoppage of work against the Company, and the Company agrees that it shall not cause or engage in any lockout. Either party ~~hereto~~ shall be relieved of this obligation in the event of failure of the other party to comply with an arbitration award made within the authority of this Agreement.

**[Proposing to Move Article 1, Section 9 here]**

**Section 9 6 - 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~~ **The Union** will not take, authorize, or condone any action which interferes with the attainment of ~~such~~ **those** objectives.

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.

In the event of a breach by the Union of the provisions of ~~Article I, Section 8 5~~ of this Agreement ~~Article~~, the Company may abrogate this entire Agreement. Any action by a Union Steward or Committeeman 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.

**[Proposing to Move Article 1, Section 10 here]**

~~Section 10-7~~ - Deductions from Earnings for Union Dues

~~4-~~ **A.** 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. The Union indemnifies and holds harmless the Company for this provision of the Collective Bargaining Agreement. Such deductions shall be made in accordance with the following provisions:

~~(a)~~ **1.** 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 the 2005 negotiations. Dues Deduction Authorization forms in effect prior to the 2005 negotiations shall remain in effect and will be applied in accordance with provisions set forth at the time the form was signed. In order~~ ~~to~~ be effective, such authorization cards shall be delivered by the Union to the Payroll Accounting Department of the Company.

~~(b)~~ **2.** Deductions from 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 pay-check weekly in the amount and from the number of such checks as specified by the employee on the authorization card.

~~(c)~~ **3.** Deductions for other Union Membership Dues shall be made from the employee's paycheck weekly, for fifty-two (52) 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 in-sufficient earnings by the employee, then on the next paycheck that the employee has sufficient earnings, a retroactive deduction shall be made.

~~(d)~~ **4.** 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.

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.

~~(e)~~ **5.** In accordance with the ~~new (2005)~~ Dues Deduction Authorization form the employee agrees that the dues authorization shall be automatically renewed for successive one-year periods or until the termination of the collective bargaining agreement, whichever is the lesser, unless the employee revokes it by giving written notice to the Company and Union not more than 20 and not less than 5 days prior to the expiration of the appropriate yearly period or contract term. The Company's obligation to make such deductions shall terminate upon receipt by the Company from the Union of such authorization 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.

~~(f)~~ **6.** 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 Department of the Company by 4:45 p.m. on the second Tuesday preceding the Friday ending such payroll period.

~~(g)~~ **7.** Deductions for Union Membership Dues (with a maximum pickup of four (4) weeks plus the current week) shall be resumed by the Payroll Accounting Department in the following situations unless written revocation notice from the Union has been received by the Company in accordance with Sub-paragraph ~~(e)~~**5** of this Section:

- (1) Upon recall from layoff.
- (2) Upon return from prolonged leave of absence.
- (3) Upon return to the bargaining unit with seniority after transfer to a non-bargaining unit job.
- (4) 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.

~~2.~~ **C.** 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.

**D.** 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.

**[Proposing to Move Article 1, Section 12 here]**

#### ~~12~~ **8** - 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.

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.

~~Therefore, in the event that~~ **Should** 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's **action** ~~may take~~ pursuant to such advice to comply with its security obligations to the Government.

**Subsequent to taking action, should the** ~~In the event such~~ Government Agency, ~~following the taking of such action,~~ advises the Company ~~in writing~~ that ~~such an~~ the employee is no longer restricted for work on or access to classified information and material, **the employee may apply for reinstatement to the same job classification and rate of pay the employee held at the time of the action. The application for reinstatement must be submitted to the Company within ten (10) calendar days from the date of the employee's notification that the employee is no longer restricted for work on or access to classified information and material. After the Company receives the employee's application, the Company shall, promptly after receipt of such written advice from such Government Agency, reinstate with the employee, subject to Article VI (Seniority), to the same job classification, rate of pay, and seniority they held at the time action was taken** 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.

**[Proposing to Move Article I, Section 13 here]**

#### Section 13 9 - Non-Discrimination

The Company and the Union agree ~~that there will be no discrimination in the application of this Agreement because of~~ **to comply with all applicable laws, statutes, and regulations concerning nondiscrimination in employment based upon such factors as age, race, color, creed, religion, sex, national origin, ethnicity, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, mental or physical disability, medical condition, pregnancy, veteran status, or other category for which statutory protection is provided so long as the essential functions of the job can be performed with or without reasonable accommodation.** ~~or status as a U. S. Military Veteran or Disabled U. S. Military Veteran. The intent of the parties is to comply with 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.~~

**All such claims may be submitted to the grievance and arbitration procedures of this Agreement as the sole and exclusive remedy for violations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination. Any employee who elects to use a remedy at law or agency to seek a remedy outside the grievance and**

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**arbitration procedures of this Agreement will not be entitled to Arbitration within the context of this provision, and the Union agrees that such matters shall not be pursued through the grievance and arbitration procedures on behalf of the employee.**

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