

ARTICLE 8 – OVERTIME

8.0 Time and One-Half (1<sup>1/2</sup>) shall be paid for all hours worked over forty (40) in a workweek.

8.1 Double Time shall be paid in the following instances:

- Sundays and/or Holidays recognized in this Agreement; **or for**
- All hours worked ~~beyond~~ **over** forty-eight (48) in a workweek.

8.2 Paid time off and flex time, will count as time worked for the computation of overtime pay. Paid time off is defined as holiday, bereavement, jury-witness duty or ~~annual 2 week~~ military leave.

8.3 Although overtime is not mandatory, Overtime will be offered ~~equally~~ **equitably** to employees within **an overtime group, which shall be by** their classification, department, and shift, ~~pursuant to the Memorandum of Understanding Regarding Overtime Equalization, an attachment to this Agreement.~~

**(A) A list of existing departments is as follows:**

**44 – Paint Shop**  
**45 – C-130 Medium Assembly**  
**46A – C-130 Large Assembly**  
**46B – C-130 Large Assembly**  
**47 – F-35 Assembly**  
**49 – Operations (Weld, Maintenance, Assembly)**  
**50 – Composite Assembly**  
**51 – Machining**  
**52 – F-16 Assembly/Special Projects**  
**53A – C-130 Subassembly**  
**53B – C-130 Subassembly**  
**54A – Production Control**  
**54B – Production Control**  
**54C – Production Control**  
**54D – Production Control**  
**56 – Quality**  
**57 – Second shift**  
**58 – Second shift Machine**

**(B) In Department 51 and 58 separately, employees classified as Machinist-Four, Machinist-Five and Machinist-Six will be grouped together for the purpose of overtime.**

~~(B)~~ (C) Within a department and shift, employees classified as Structural Assembler at all grade levels will be grouped together.

~~(C)~~ (D) Within a department and shift, employees classified as Composite Assembler at all grade levels will be grouped together.

8.4 Any employee who has worked overtime at any time in the scheduled work week shall not be denied the right to work the remainder of the employee's regular scheduled hours for the balance of the scheduled work week ~~because the employee worked the overtime.~~

8.5 It is the intent of the Company to offer overtime work as soon as the Company is aware of the need to work. Generally, weekend overtime work will be offered before the lunch period on Thursday of each week. Canvassing of employees to see if they are interested in prospective work if it becomes available is acceptable; however, a firm offer to work must be tendered to the employee before the employee can be charged for refusing available hours.

8.6 There will be one overtime list for each ~~classification noting each department and shift~~ **overtime group** which will show the hours asked, worked, refused and charged for the date needed and the cumulative total year-to-date. This list will include in-week, weekend and holiday overtime charges. These lists will be posted with access by all.

8.7 Overtime charges shall be recorded in actual hours. For example, an employee working ten (10) hours at time and one-half will be charged with ten (10) hours; and an employee working ten (10) hours at double time will be charged ten (10) hours.

8.8 A refusal to work will be charged ~~in the~~ in the manner as if an employee worked the hours asked, **excluding weekday post shift overtime offered after lunch on that day and weekend overtime offered after lunch on Thursday.**

8.9 Employees who are absent on days that overtime is offered will be charged with the ~~appropriate~~ hours **asked**, provided they would have had the opportunity to work had they not been absent.

8.10 Employees who accept overtime hours and then do not work will be charged with ~~two~~ **one** times the ~~appropriate~~ hours **asked**.

8.11 Overtime codes to be used on the overtime list will be:

A - Absent

~~D~~ - **Double Charged for "No-Show"**

L - Light Duty

M- ~~Short-Term~~ Military Leave

R - Refused

W - Worked

**Z - Not Asked by Lunch Period**

**8.12** Employees entering a classification within a department and shift, or employees returning from leaves of absence in excess of thirty (30) calendar days, will be charged with the then current average overtime hours for that group.

**8.13** Employees ~~who are required to attend on~~ military leave ~~training~~ when overtime is being worked will not be charged with ~~appropriate~~ **the hours asked.**

**8.14** Generally, the employee with the lowest amount of charged hours on the overtime list within an **department overtime group** will be offered overtime first. If an employee other than the employee lowest in hours is offered work, it should be attributable to job continuity or special job knowledge **and never to supervisory favoritism.** (~~Reference to Section 3-B and 3-D below for maximum spread of hours constraints.~~)

**A) The overtime spread of hours among active employees in a classification within department and shift shall not exceed forty-four (44) hours at any given time.**

**B) In situations where a classification is populated in multiple departments and overtime in a particular department becomes excessive, similarly classified employees in low overtime departments may be used to replace some higher hour employees in the high overtime department to bring overtime levels to closer parity. This will be done to keep overtime levels between employees within a classification and shift within a three hundred and fifty (350) hour spread.**

**8.15** If, after all employees in a classification within a department and shift are scheduled or have been given an opportunity to work, additional employees are needed, **qualified** employees in the same classification from other departments shall be offered the work.

**8.16** If, during an overtime shift, it is determined that additional overtime will be needed later in the weekend where none had been scheduled, the employees working will be considered first before calling in other employees. ~~from the department.~~

**8.17** Employees working outside their normal department or classification for twenty (20) hours or more hours during a week will be offered the opportunity to work overtime in that classification and department after the employees regularly assigned have had the opportunity to work. ~~This provision will~~ **shall** not preclude such employee from accepting overtime work in their home classification and department if they become eligible to work. **The employee will only be charged once for hours offered.**

**8.18** At the end of each calendar year, all overtime lists will be returned to zero hours.

**8.19** Probationary employees will not be scheduled for overtime work except at the Company's discretion, **after all other employees in the classification, and departments have been offered work.**

**8.20** When multiple day weekend blocks of overtime are needed and employees are available on both daytime and evening shifts that are capable of doing the work, the Company will consider both shifts in making its decision where the work is best placed.

**~~8.21 — Employees who incur unpaid and unexcused time or utilize unapproved flex time may be bypassed for overtime or have scheduled overtime cancelled.~~**



ARTICLE 10 – HOLIDAYS

10.0 Eligibility – All bargaining unit employees shall be eligible for holiday pay. An employee must have worked or have been on Flex Time or paid leave on the last work day before or the first work day after the holiday. Paid leave is defined as ~~annual 2-week military training leave~~, bereavement, or jury/witness duty. Any employee on an approved leave of absence shall not be eligible for holiday pay if a regular holiday occurs or is observed while the employee is on such personal leave of absence.

10.1 During any week in which a holiday specified by this Agreement falls, the Company will be scheduled on a four-day, ten (10) hour basis. Pay for holidays is based on ten (10) hours at the employee’s regular straight-time rate, including shift premium, if applicable.

10.2 Holidays recognized in this Agreement shall be:

**2018**

**Monday, May 28, 2018**

**Wednesday, July 4, 2018**

**Monday, September 3, 2018**

**Thursday, November 22, 2018**

**\*2<sup>nd</sup> Shift Wednesday, November 21, 2018**

**Monday, November 26, 2018**

**Monday, December 24, 2018**

**Tuesday, December 25, 2018**

**Wednesday, December 26, 2018**

**Thursday, December 27, 2018**

**Monday, December 31, 2018**

**2019**

**Tuesday, January 1, 2019**

**Monday, May 27, 2019**

**Thursday, July 4, 2019**

**Monday, September 2, 2019**

**Thursday, November 28, 2019**

**\*2<sup>nd</sup> Shift Wednesday, November 27, 2019**

**Monday, December 2, 2019**

**Tuesday, December 24, 2019**

**Wednesday, December 25, 2019**

**Thursday, December 26, 2019**

**Monday, December 30, 2019**

**Tuesday, December 31, 2019**

**2020**

**Wednesday, January 1, 2020**

**Monday, May 25, 2020**

**Monday, July 6, 2020**

**Monday, September 7, 2020**

**Thursday, November 26, 2020**

**\*2<sup>nd</sup> Shift Wednesday, November 25, 2020**

**Monday, November 30, 2020**

**Monday, December 28, 2020**

**Tuesday, December 29, 2020**  
**Wednesday, December 30, 2020**  
**Thursday, December 31, 2020**

**2021**

**Monday, May 31, 2021**  
**Monday, July 5, 2021**  
**Monday, September 6, 2021**  
**Thursday, November 25, 2021**  
**Monday, November 29, 2021**  
**Monday, December 27, 2021**  
**Tuesday, December 28, 2021**  
**Wednesday, December 29, 2021**  
**Thursday, December 30, 2021**

**\*2<sup>nd</sup> Shift Wednesday, November 24, 2021**

**2022**

**Monday, May 30, 2022**  
**Monday, July 4, 2022**  
**Monday, September 5, 2022**  
**Thursday, November 24, 2022**  
**Monday, November 28, 2022**  
**Monday, December 26, 2022**  
**Tuesday, December 27, 2022**  
**Wednesday, December 28, 2022**  
**Thursday, December 29, 2022**

**\*2<sup>nd</sup> Shift Wednesday, November 23, 2022**

**2023**

**Monday, January 2, 2023**  
**Monday, May 29, 2023**  
**Tuesday, July 4, 2023**  
**Monday, September 4, 2023**

\* Second Shift will work an odd workweek of Sunday through Wednesday in lieu of the regular schedule of Monday through Thursday. Sunday will be considered a regularly scheduled workday and will not be subject to the payment of overtime. The holiday will be observed on Wednesday as noted on the list.

ARTICLE 11 – FLEX TIME

11.0 Vacation time, paid sick time and paid personal time shall be combined into “flex time.” For seniority employees, flex time will be accrued monthly based on length of service and will be posted to the payroll the third pay of each month. Once posted to the payroll, flex time is earned and is available for use. Probationary employees are not eligible to earn or use flex time. When an employee completes their probationary period, they will automatically be credited with ~~twenty-five (25) hours~~ **fifty (50) hours** ~~thirty-four (34) hours~~ of flex time. For the purpose of computing flex time, an employee must be on the active payroll on the 15<sup>th</sup> fifteenth (15) of the month to earn flex time for the month. However, employees **on Short Term Disability Leave** or a leave of absence of **thirty (30) calendar** days or less will **continue to** earn flex time regardless.

11.1 Flex time will be accrued according to the schedule below:

Years of Service	Earned per Month
0-4	8.34
5-9	10.50
10-14	13.34
15-19	14.50
20+	16.00

**Employees may utilize accrued flex time once it is visible in the Company payroll system.**

11.2 An employee shall be paid for flex time at the employee’s current rate of pay, including shift premium and Lead pay.

11.3 Banking of Flex Time. Employees may accumulate a maximum flex time balance of **thirty-six (36)** times their monthly earning rate. Unused flex time greater than this maximum balance will be paid to the employee.

11.4 Cashing in Flex Time. In lieu of taking flex time away from work, employees may cash in earned flex time. Requests to cash-in earned flex time must be **made in writing and** approved by the **site director Senior Manager or their designee**. Approved requests will be processed in the next scheduled payroll.

11.5 All seniority employees, who terminate their employment for any reason, including retirement, shall receive pay for their unused flex time.

An employee who is laid off will be paid ~~his~~ **their** flex time balance upon submitting a written request. Otherwise, any flex time balance will be retained by the Company and automatically paid to the laid off employee at loss of seniority as defined in Article 12.2, paragraph e.

11.6 Employees are urged to inform their ~~foreman~~ **supervisor**, as early as possible, of their flex time desires to best ~~insure~~ **ensure** receiving flex time when desired.

- A. In the event a dispute arises as to whom may take flex time in a particular week, seniority shall govern, providing employee requests flex time four (4) weeks in advance. If it is less than four (4) weeks, ~~it~~ **the request** will be granted on a first-asked basis.
  
- B. **Partial-day flex time may not be utilized to cover unpaid time unless the request is made prior to the start of the employee's shift for which the flex time occurs. However, Flex time may be utilized to cover payment for any time lost, resulting from the employee's attendance infraction, provided flex time is available on the date of the infraction. Flex time used for early departures must be approved by a supervisor prior to the employee's departure.**

11.7 Flex time shall be taken in units of one-half (0.5) hour, further defined as units of **thirty (30)** consecutive minutes.

11.8 ~~For the purpose of computing flex time, an employee must be on the active payroll on the 15<sup>th</sup> of the month to earn flex time for the month. However, employees on a leave of absence of 30 days or less will earn flex time regardless.~~

## ARTICLE 13 – JOB BIDDING

13.0 Whenever it is necessary to add a new position to a classification, ~~Management the~~ **Company** shall post the position available and identify the department and shift. **Eligible Employees who have successfully completed their probationary period and** that have been in their current position for ~~at least an additional~~ **six (6) eighteen (18) twelve (12) eight (8)** months, regardless of classification, department, or shift, shall have the opportunity, for a four (4) working day period, during a two-pay period span, to apply with Human Resources for such new position.

13.1 **However, an employee that has satisfied the above in 13.0 that has satisfied his or her their probationary period, having remained in their current position for no less than eight (8) six (6) months** may at any time apply for an available position that is posted **and at any time may apply for a promotional opportunity having met the one (1) year period noted above.** The posting shall state the tentative date when the job will be available. Lateral movement within a classification shall be limited to the original posting but shall not preclude ~~nightshift~~ **second shift** employees the opportunity to move to ~~the daylight~~ **first shift**. Other openings created by the job bid will continue to be filled by job bid until no qualified bidders are identified, then by new hire.

- A. An employee who will be out of the facility for a period of time of not more than two (2) weeks may complete an Employee Job Bid Notice Form and submit it to Human Resources. This form will be considered a bid for classifications that the employee has identified if such classifications are posted during this period of absence.
- B. The Company will ~~reply to all applicants, if they are qualified or not qualified,~~ **post a notice indicating the employee selected for the position** within two (2) weeks after removal of the job posting from the board.
- C. Qualified bidders will be determined by information provided on the job bid application **and in the employees' personnel department file** at the time of posting. **Any proficiency testing of skills for existing employees will be done only with the mutual agreement between parties. Any tests agreed to by the parties will be used to qualify outside candidates for the position.**
- D. First consideration shall be given to the employee currently holding the posted classification. Thereafter, the qualified bidder with the greatest seniority shall be awarded the job.
- E. **All time accrued as a Structural Assembler or a Composite Assembler will transfer into either Assembler job for Pay for Knowledge Progression.**

- F. If the employee is awarded a higher labor grade job, the employee will receive a four percent (4%) increase. No base rate increase will be awarded to any employee who has previously held the occupation or **labor** grade being awarded. In situations where an employee has received a promotional increase in the past twelve (12) months, no second promotional increase will be granted unless the employee is promoted to a higher labor grade than the grade which caused the initial increase. In all cases, the employee will receive at least the minimum rate for the classification and no more than the maximum rate for the classification.
- G. If the employee is awarded a lower labor grade job, the employee will retain his **their** rate if ~~he has~~ **they have** held the higher rated job for at least six (6) eighteen (18) twelve (12) months unless it is in excess of the maximum for the classification.
- H. In the event a qualified bidder is offered a position and refuses to accept, the employee shall not be eligible to bid on new positions for a three twelve (12) six (6) month period from the time of refusal.
- I. The employee awarded the new position will be subject to a qualifying period of thirty (30) ninety (90) days actually worked. In case the employee fails to qualify in his **their** new position, ~~he~~ **they** will be returned to his **their** last classification, department, and shift **seniority permitting**. For purposes of this Paragraph H, a “day actually worked” is defined as any day that the employee works at least one-half of his/her **their** regular shift, except that time spent gaining the necessary certification to perform the work will not count as a day actually worked. time spent gaining the necessary certifications to perform the work in the Composite Assembler, Fabrication Welder, and Non-Destructive Test, Level II Tech B classifications will not count as a day actually worked. For lead positions, the Company and the Union may mutually agree to extend the thirty (30) ninety (90) forty-five (45) working days qualifying period.
- J. If there are no qualified bidders, the Company will fill the position from outside the bargaining unit.
- K. The **successful** bidder shall be placed into the new position no later than sixty (60) one hundred and twenty (120) ninety (90) calendar days following acceptance of the Company’s offer, the Company and the Union may mutually agree to extend the sixty calendar day period.

13.1 Whenever it is necessary to transfer an existing position within a classification and shift from one department to another, ~~Management~~ **the Company** shall identify the gaining and losing departments, then canvass the classification within the losing department to determine the employee to be transferred to the gaining department. Seniority shall be the determining factor. Employees in their probationary or qualifying periods are eligible for not more than one canvass



~~during those periods can be moved at the sole discretion of the Company.~~ The senior displaced worker will have shift preference to displace a less senior employee in the same classification.

13.2 Temporary transfers and promotions not to exceed ~~thirty (30) seventy-five (75) forty five (45)~~ calendar days may be made by the Company to any position for which the employee is qualified to perform. The Company and the Union may mutually agree to extend the thirty (30) day period. In the event of surplus or work slowdown, the Company will transfer from the losing department by volunteer starting with the most senior employee. If there are no volunteers, employees will be transferred in inverse seniority order. No employee will be transferred involuntarily more than once until all other employees in their department and classification have been transferred at least once.

Experience gained during a temporary transfer, within a three (3) month time limit immediately prior to a job posting, shall not be used as a determining factor in selecting an applicant for that posted job and/or opening.

13.3 Should any employee perform the work of a higher classification for more than ten (10) hours in a week, ~~he~~ **they** shall receive not less than the minimum rate for the hours worked in such higher classification.

13.4 If an employee is temporarily transferred for the convenience of the Company to a lower classification, the employee's rate shall not be reduced to that of the lower classification. However, in the event an employee is transferred to a lower classification of the employee's own choosing the employee will then receive the rate paid for that classification.

~~13.5 The Company agrees that they will not use temporary employees to do any bargaining unit work for more than a total of two hundred and forty (240) hours during any year.~~

13.5 Lead positions will be posted and awarded to the qualified bidder with the greatest seniority who has previously held or currently holds the classification ~~over which the Lead position will be designated for at least twelve (12) months.~~ **for at least twelve (12) months over which the lead position will be designated.** The following criteria will be used to determine if an applicant is qualified: ability to communicate, train and work well with fellow workers, supervisors and other departments; and ~~good~~ **demonstrated** technical ability in the posted classification. Probationary employees are not eligible to apply for a Lead position. During periods when employees are serving in lead positions, they will be paid an additional seventy-five cents (\$.75) per hour above ~~the~~ **their** base rate.



ARTICLE 26 27 – DURATION

~~26.0~~ **27.0** This Agreement shall be in full force and effect from the 17<sup>th</sup> day of May, 2014 up to and including the 19<sup>th</sup> day of May, 2018 and thereafter from year to year until or unless within the ten (10) day period immediately preceding March 15, 2018 or any anniversary thereof, written notice is given by either party to the other to modify or terminate the Agreement. **become effective on May 20, 2018 and shall remain in force until September 22, 2023, unless, at the end of each year period thereafter, this Agreement shall be renewed automatically for periods of one (1) year unless either party gives written notice of interest to terminate or amend at least seventy five (75) days prior to the renewal date. The parties agree to commence negotiations within sixty (60) days after the giving of such notice.**

Agreement

This Agreement is made this ~~17<sup>th</sup>~~ **20<sup>th</sup>** day of May, ~~2014~~ **2018**, by and between Lockheed Martin AeroParts, Inc., Johnstown, Pennsylvania, hereinafter referred to as the "Company" and District 98 and Local Lodge 2171 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union."

**FOR THE COMPANY:**

*Manu Curt*  
\_\_\_\_\_  
\_\_\_\_\_

**DATE** 5/8/2018

**FOR THE UNION:**

*Robert D. Nelle*  
\_\_\_\_\_  
\_\_\_\_\_

**DATE** 5-18-2018

ARTICLE 1 – PURPOSE AND INTENT

1.0 The purpose of the Company and the Union in entering into this labor agreement is to set forth their agreement on rates of pay, hours of work, and other conditions of employment ~~so as to promote orderly and peaceful relations with the employees~~ **with a desire to promote and maintain harmonious relations, to encourage economy of operation, to help ensure cooperation and understanding among all persons employed by the Company, and to ~~try to~~ achieve and maintain the highest level of performance consistent with good safety and health practices.**

1.1 The Company and the Union encourage the highest possible degree of friendly, cooperative relationships between their respective representatives at all levels and with and between all employees.

**FOR THE COMPANY:**

*Mark [unclear]*  
\_\_\_\_\_  
\_\_\_\_\_

**DATE** 5/8/18

**FOR THE UNION:**

*Robert D. Miller*  
\_\_\_\_\_  
\_\_\_\_\_

**DATE** 5-8-18

ARTICLE 3 – UNION SECURITY

3.0 All Employees covered by this Agreement shall, as a condition of employment, be required to be members of Local Lodge No. 2171, District 98, of the International Association of Machinists and Aerospace Workers, and all new employees hired shall, as a condition of employment, become members of Local Lodge 2171, District 98, of the International Association of Machinists and Aerospace Workers, **within** thirty (30) calendar days after date of employment. As required by law, the only condition of employment under this clause is the tendering of uniform initiation fees and dues.

3.1 The Company will, within three (3) working days after receipt of notice from the Union, discharge any employee who is not a member as required in Section 3.0 of this Agreement.

**FOR THE COMPANY:**

Robert Miller  
\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

Robert Miller  
\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5-8-18

ARTICLE 4 – CHECK OFF

4.0 Upon receipt of an **employee's** signed authorization ~~of the employee involved~~, the Company shall deduct from the employee's paycheck the initiation and/or reinstatement fees and regular monthly dues, or an amount equivalent to regular monthly dues, payable by ~~him~~ **the employee** to the Union during the period provided for in said authorization. The amount will be certified, in writing to the Company, by the Secretary Treasurer of the Local Lodge.

4.1 Deductions shall be made for initiation and/or reinstatement fees from the first paycheck of the employee after receipt of authorization from the Secretary-Treasurer of the Union. Monthly dues will be deducted in weekly increments, divided equally across four weeks per month. If a month has five weeks, monthly dues will not be deducted in the fifth week.

4.2 Deductions provided for in paragraph 4.1 shall be remitted to the Union weekly. The Company shall furnish the Union with a record of those for whom deductions have been made and the amounts of the deductions.

4.3 The Union shall notify the Company in writing what the amount of monthly dues, initiation and reinstatement fees shall be, in accordance with the by-laws of the Union.

4.4 The Company will deduct and transmit to the treasurer of the Machinists Non-Partisan Political League the amount specified for each week from wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by The Machinists Non-Partisan Political League. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

**FOR THE COMPANY:**

*[Signature]*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

*[Signature]*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-8-18

ARTICLE 6 – NON-DISCRIMINATION

6.0 It is the ~~continuing~~ policy of the Company and the Union that the provisions of this Agreement shall apply, in accordance with ~~the declared~~ federal or state laws governing non-discrimination in employment, to all employees covered by this Agreement without discrimination on account of race, **ethnicity**, color, national origin, **ancestry**, **pregnancy**, sex, age, ~~creed~~, ~~religious belief~~ **religion**, ~~sexual preference orientation~~, **gender identity or expression**, **marital status**, **family structure**, **genetic information**, ~~disability or because of physical handicap~~, ~~disabled veterans~~, ~~veterans of the Vietnam era~~, **veteran status**, union activities, union membership or nonunion membership, **and mental or physical disability so long as the essential functions of the job can be performed with or without reasonable accommodation.**

Any reference to the male or female gender shall be deemed to include either gender without regard to sex.

~~6.1 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 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.~~

FOR THE COMPANY:

*Matthew [unclear]*

\_\_\_\_\_  
\_\_\_\_\_

DATE 5/10/18

FOR THE UNION:

*Robert D. Miller*

\_\_\_\_\_  
\_\_\_\_\_

DATE 5/10/18

## ARTICLE 7 – HOURS OF WORK

7.0 The normal, but not guaranteed work week shall consist of four work days of ten hours each day, forty hours per week. Employees shall be paid weekly on the last scheduled day of the normal work week through electronic direct deposit. Payroll advice documents will not be delivered or mailed to employees.

7.1 Schedules of work are within the discretion of the Company, and work schedule changes will normally be scheduled at least one week in advance of the first day of such change. In situations where advance notice is impossible, the Company and the employee(s) involved may agree to a schedule change.

7.2 Employees shall receive an unpaid lunch period.

7.3 The Normal work schedule is as follows:

First Shift:

6:00 AM – 4:30 PM or 5:54 AM - 4:24 PM Monday thru Thursday

10 Minute Break 9:00 AM – 9:10A M or 9:15 AM – 9:25 AM Mon/Tues/Wed\*

15 Minute Break 9:00 AM – 9:15 AM or 9:15 AM – 9:30 AM Thursday\*

Lunch 11:30 AM –12:00 PM or 12:00–12:30 PM or 12:30–1:00 PM

Mon/Tues/Wed\*

Lunch 11:30 AM to 12:30 PM or 11:24 AM to 12:24 PM Thursday

10 Minute Break 1:50 PM – 2:00 PM or 2:30 PM – 2:40 PM Mon/Tues/Wed

15 Minute Break 1:50 PM – 2:05 PM or 2:30 PM – 2:45 PM Thursday

\* As scheduled by the Company.

Second Shift: (if necessary)

4:30 PM - 3:00 AM or 7:30PM – 6:0 0AM Monday through Thursday Two 10

Minute Breaks and half-hour unpaid lunch - Mon./Tue./Wed Two 15 Minute

Breaks and one-hour lunch (1/2 unpaid) Thursday

Employee and Union input will be sought before second shift time is established. Shift starting time will be for all employees and will not be changed more frequently than each one hundred and eighty days.

7.4 The usual wash-up time will be five (5) minutes before the end of the **individual's** shift.



7.5 All flexible shift requests must be approved by the employee's supervisor and a manager.

7.6 There shall be a ten (10) minute break before the regularly scheduled ten (10) hour shift for any employee who has worked two or more hours overtime. There shall be a ten (10) minute break at the end of the regular ten (10) hour shift for any employee scheduled to work two or more hours of overtime.

**FOR THE COMPANY:**

Margaret Curry

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/2018

**FOR THE UNION:**

Robert J. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-8-18

ARTICLE 9 – REPORT AND CALL IN PAY

9.0 Should any employee report to work on any of the regularly-scheduled work days without having notice not to report, ~~the employee they~~ shall be provided with at least five (5) hours work or be compensated for five (5) hours work at straight time. Due notice shall be considered if given by a telephone call **(and a message is left)** ~~or personal contact to the residence of the employee as listed on the records of the Human Resources Department.~~ **Each employee is at the telephone number of record with the Company. In the event that a message cannot be left for the employee, the Company's record of making the telephone call shall serve as evidence of due notice.** Each employee is responsible for notifying the ~~Human Resources Department~~ **Company** of any change of address or telephone number **by updating their information in LMPeople.** The Company is not expected to compensate any employee for five (5) hours in the event of causes beyond the control of the employer.

- A. When an employee agrees to work on a Friday, Saturday, Sunday, or Holiday, that day will be considered as a regularly-scheduled work day. However, if an employee agrees in advance to work overtime of less than five (5) hours on a Friday, Saturday, Sunday or Holiday, the minimum pay shall be one (1) hour, paid at the applicable rate. It is understood that under the provisions of Article 5, the Company has the discretion to schedule a full hour of work.

9.1 An employee who is called back to work outside ~~the employee's~~ **their** scheduled shift, or day of rest, shall be compensated for one (1) hour at straight time pay, or the appropriate overtime rate of pay as set-forth in the overtime article of this agreement for the time worked, whichever is greater. This provision will not apply if ~~an employee is they are~~ called before the start of the employee's regular shift and continues to work the regular shift.

**FOR THE COMPANY:**

*Morgan*

\_\_\_\_\_

\_\_\_\_\_

**FOR THE UNION:**

*Robert J. Miller*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/18

**DATE**

5-8-18

ARTICLE 10 – HOLIDAYS

10.0 Eligibility – All bargaining unit employees shall be eligible for holiday pay. An employee must have worked or have been on Flex Time or paid leave on the last work day before or the first work day after the holiday. Paid leave is defined as ~~annual 2-week military training leave~~, bereavement, or jury/witness duty. Any employee on an approved leave of absence shall not be eligible for holiday pay if a regular holiday occurs or is observed while the employee is on such personal leave of absence.

10.1 During any week in which a holiday specified by this Agreement falls, the Company will be scheduled on a four-day, ten (10) hour basis. Pay for holidays is based on ten (10) hours at the employee’s regular straight-time rate, including shift premium, if applicable.

10.2 TBD

**FOR THE COMPANY:**

*Morgan Amy*

\_\_\_\_\_

\_\_\_\_\_

**DATE** 5/8/18

**FOR THE UNION:**

*Robert S. Miller*

\_\_\_\_\_

\_\_\_\_\_

**DATE** 5-8-18

## ARTICLE 12 – SENIORITY

12.0 For the purpose of this Agreement, “seniority” is defined as the length of continuous service with the Company. In the event there is more than one employee with the same seniority date, the employee having the lowest Social Security number (i.e. last four digits) will have the greater seniority.

12.1 New employees and those rehired after a break in continuous service shall be regarded as probationary employees for a period of ~~ninety (90)~~ **one hundred and eighty two (120)** calendar days from the date of the last hire and shall not accumulate seniority until the end of the probationary period, with the understanding that after completing such probationary period, the employee’s seniority shall revert to the date of hiring or rehiring. During the said probationary period, the employee shall be considered on probation and the termination of an employee during such period shall not be subject to the Grievance/Arbitration procedure of this Agreement.

12.2 Continuous service shall be broken by any of the following reasons:

- a. If the employee quits, resigns, or retires.
- b. If the employee is discharged for just cause.
- c. If the employee is absent for three (3) consecutive workdays without reporting off with an acceptable reason unless it is impossible or unreasonable to call-in.
- d. Failure of a laid-off employee with seniority to contact the Company within three (3) work days after receipt of the certified recall letter. Recall letters will be by Certified Mail, return receipt requested, and will be sent to the last address of the employee as listed on Human Resources Department records of record with the Company. Each employee is responsible for notifying the Company Human Resources Department of any change of address or telephone number by **contacting the Lockheed Martin Employee Service Center**. The employee shall return to work on the agreed upon start date which shall be within fourteen (14) calendar days unless extenuating circumstances, acceptable to the Company, prohibit it.
- e. Layoff in excess of forty-eight (48) months.
- f. Absence due to non-work-related illness or injury for twenty-four (24) consecutive months **and a determination is made by the Company that a continued leave of absence cannot be provided as a reasonable accommodation.**
- g. Absence due to a work-related illness or injury for ~~thirty-six (36)~~ **forty-eight (48)** consecutive months **and a determination is made by the Company that a continued leave of absence cannot be provided as a reasonable accommodation.**
- h. ~~Failure of a Bargaining Unit employee to be a member of the Union.~~ **Employee’s failure to be a member of the Union will result in discharge.** The Company will discharge an employee by the third (~~3<sup>rd</sup>~~) work day after the Human Resources Department has received written notice from the Secretary-Treasurer of the ~~Bargaining Unit~~

**Union** that an employee is no longer in good standing with the Union. As required by law, the only condition of employment under this clause is the tendering of uniform initiation fees and dues.

### 12.3 LAYOFF SELECTION

- A. When conditions necessitate a reduction in the work force, employees will be laid off by classification. Employees will be laid off in the following order:
1. Employees who volunteer for layoff shall be given due consideration, by seniority.
  2. Employees with the least seniority in a job classification scheduled for reduction.
- B. Notice of Layoff to the initial employee(s) being laid off shall be given to them as soon as possible but at least one (1) week before the effective date of the layoff.
- C. Such employees will exercise their seniority and bump a less senior employee, providing the employee previously held a job in that classification. ~~It is understood that~~ An employee may bump the General Laborer, Tool Crib Attendant, or Structural Assembler-Three, **or Composite Assembler - Three** classifications even if they **have** never held the classification before, provided they have the skill and ability to do the work. The employee bumping into the new classification will be subject to a qualifying period of thirty calendar (30) days actually worked. **Time spent gaining the necessary certifications to perform the work in the Composite Assembler, Fabrication Welder, and Non-Destructive Test, Level II Tech B classifications will not count as a day actually worked. Time spent gaining the necessary certifications to perform the work will not count as a day actually worked.** Failure to qualify will result in layoff. However, in the event that the Company would offer an available opening in another classification, the employee has the option of accepting that job.
- D. If the laid-off employee cannot exercise ~~his~~ **their** seniority the employee will be placed on layoff.
- E. Employees who are temporarily disabled shall be considered an active employee for the purpose of this Article 12 and, if bumped, will exercise seniority upon return to work.
- F. **All time accrued as a Structural or Composite Assembler will transfer into either classification for the purpose of layoff.**

## 12.4 RECALL

- A. An employee who has exercised his **their** seniority and bumped another employee and employees who are laid off will be put on the recall list.
- B. Laid-off employees will be recalled in seniority order to a classification previously held or to the General Laborer, Tool Crib Attendant, or Structural Assembler-Three or **Composite Assembler - Three** classifications not previously held. The employee recalled into the new classification will be subject to a qualifying period of thirty (30) days actually worked. Time spent gaining the necessary certifications to perform the work in the Composite Assembler, Fabrication Welder, and Non Destructive Test, Level II Tech B classifications will not count as a day actually worked. Time spent gaining the necessary certifications to perform the work will not count as a day actually worked. Failure to qualify will result in layoff with loss of recall rights to that classification. If the employee refuses a recall to a classification previously held, their recall rights will be lost for all classifications.
- C. Employees with recall rights will be given due consideration for jobs not previously held before any new employees are hired, provided the employee has the skill and ability to do the work based on the information on Company records. **Employees may identify their preferences for a maximum of three (3) positions they wish to bid on while laid off. Preferences may be submitted by completing a Job Preference While on Layoff form and returning it to the Human Resources Department.**
- D. Once on the payroll, recalled employees may request a shift change, crossing departmental lines within their classification. Requests will be honored by the Company on the basis of seniority and availability. The senior employee in the classification shall have ~~his/her~~ **their** choice of shifts when a recall occurs in the classification.
- E. **All time accrued as a Structural or Composite Assembler will transfer into either classification for the purpose of recall.**

## 12.5 The Company will post seniority lists.

12.6 Employees transferred or promoted to positions not covered by this Agreement shall not accrue any additional seniority, but shall maintain the seniority held prior to the transfer. ~~It is understood that~~ Employees who transferred out of the unit prior to the effective date of this first labor agreement shall have the amount of their seniority frozen as of May 30, 1996. The employee may return to a position in the bargaining unit through a job bid where no qualified bargaining unit member has made application. A returning salaried employee shall retain ~~his~~ **their** original Company hire date for purposes of earned benefits such as flex time.



12.7 TEMPORARY LAYOFF

The Company shall not be restricted from laying off a person, or an entire shift, or an entire classification, or the entire Bargaining Unit, on a temporary basis for a period not to exceed thirty (30) calendar days, because of breakdowns, shortage in inventories or raw materials, acts of God, civil disorder, labor disruptions, government or customer suspension of work directives, or any other acts over which the Company has no control. The Company will make every reasonable effort to assign such employees to other work if available.

- A. Employees who volunteer for temporary layoff shall be given due consideration acceptable to the Company.
- B. Employees placed on temporary layoff will not have the right to exercise their seniority and bump another employee. ~~Notice for temporary layoff shall be given as soon as possible.~~
- C. Employees placed on temporary layoff may **voluntarily** take earned Flex Time Pay, ~~employees' choice~~, during temporary layoffs. ~~Further,~~ Employees on temporary layoff will be considered active employees for the purpose of Flex Time accrual, Holiday pay, and all other benefits.
- D. Individual employees shall not be temporarily laid off more than once in a calendar year until all other employees in the same classification in the affected area shall have been temporarily laid off once, unless the affected employee and the shop committee agree to exceed this limit.
- E. Employees placed on temporary layoff will be notified of the expected length of the temporary layoff. **Notice shall be given as soon as practicable.**
- F. Returning temporarily laid off employees to work will take precedence over recall of employees who are laid off. The most senior employee will be the first returned to work. Employees will be returned to their classification.
- G. The Company will notify the Shop Committee in writing whenever temporary layoffs occur.

FOR THE COMPANY

*William Evers*

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\_\_\_\_\_

DATE

5/16/18

FOR THE UNION

*Robert Miller*

\_\_\_\_\_

\_\_\_\_\_

DATE

5/16/18



## ARTICLE 14 – DISCHARGES AND DISCIPLINE

14.0 If an employee is called into a meeting by the Company ~~for the purpose of to~~ discussing a situation that may lead to a possible reprimand or ~~for issuing~~ a documented reprimand, the employee will be entitled to have a Shop Committee Person present. Progressive discipline shall be used **when appropriate**.

14.1 In the event an employee is disciplined or discharged, ~~he~~ **they** shall be given the reason for ~~his~~ **their** discipline or discharge in writing within two (2) working days, and a copy shall be given to the Union.

14.2 A grievance resulting from a discharge must be filed within five (5) working days of notification of discharge and will proceed as set forth in step two of the grievance procedure.

**14.3 The Company maintains the right to discipline employees and shall apply the following categories when doing so: work performance, employee conduct, or attendance. Attendance discipline will be administered as provided in the Attendance Program Memorandum of Understanding. It is solely within the Company's discretion, without redress to the parties' grievance/arbitration procedures, subject to the grievance procedure, to determine which category of discipline shall be administered.**

**Where progressive discipline is appropriate, employees shall be disciplined in the following manner:**

- 1. Verbal Warning – Issued by management and documented in the employee's record.**
- 2. Written Warning – Issued by management and documented in the employee's record.**
- 3. Suspension Without Pay, three (3) days – Issued by management and documented in the employee's record.**
- 4. Final Warning/Suspension Without Pay, five (5) days – Issued by management and documented in the employee's record.**
- 5. Discharge – Issued by management.**

**It is understood that the Company may suspend an Employee without pay pending investigation of alleged misconduct which may lead to the issuance of a disciplinary action in the form of a suspension without pay or discharge, provided the unpaid suspension shall be limited to a maximum of thirty (30) days, with additional days of paid suspension as necessary, and that the Employee shall be reinstated and paid for the missed scheduled work time should the Company decide not to take disciplinary action against the Employee as a result of the investigation.**

14.4 While the Company will generally impose progressive discipline within an individual category as follows, the Company, at its discretion, may impose discipline at any of these steps depending on the nature and severity of an employee's action(s) or violation(s). An employee's record within the preceding twelve (12) service-month period will be considered in instances of progressive discipline for Verbal and Written Warnings. An employee's record within the preceding eighteen (18) service-month period will be considered in instances of progressive discipline for Suspension Without Pay. Any disciplinary action including Verbal and Written Warning will be considered null and void for purposes of disciplinary action and the disciplinary documentation pertaining to the discipline in the same category will be removed upon employee request consistent with the twelve (12) to eighteen (18) month periods as noted above.

On a one-time basis, effective May 20, 2018, all employees will back out of disciplinary progression.

M. Williams

Robert D. Miller

DATE

5/14/18

DATE

5/14/18

## ARTICLE 15 – GRIEVANCE PROCEDURE

15.0 The parties agree that it is desirable to settle complaints at the employee-supervisor level before they become grievances. **A grievance may be filed** should any differences or disputes arise between the Company and the Union or any employee with respect to any provisions of the Agreement, **and** such differences shall be settled in the following manner.

15.1 Step 1 – If not settled on the employee-supervisor level, the grievance shall be reduced to writing on a form provided and submitted to a ~~Manager of Human Resources or~~ designee, within five (5) working days, of knowledge of the incident. **Failure of the Union to timely file the grievance at Step 1, it shall result in the grievance being waived and closed.** The supervisor will hold a meeting with the grievant and the Shop Committee Person or Shop Steward within two (2) working days of receipt of the written grievance. The supervisor will give a written answer within three (3) working days of the meeting. To facilitate settlements, settlements made at step one shall not be considered a precedent for future grievances.

Step 2 – A grievance not satisfactorily adjusted in Step 1 shall then within three (3) working days after the supervisor has replied be submitted by the Shop Committee Person or Shop Steward to the ~~Company's Manager of a Human Resources or~~ designee. **Failure of the Union to timely file the grievance at Step 2, it shall result in the grievance being waived and closed.** The written grievance shall then, within five (5) working days, be discussed at a conference meeting between the Shop Committee **and/or** the Business Representative, ~~the grievant may be in attendance,~~ and representatives designated by the Company. **The grievant may be in attendance.** The Company shall issue a written answer within five (5) ~~work~~ working days after the meeting. **Consistent with Section 15.5, the Step 2 settlement shall be final and binding upon the Union, the employee, and the Company unless otherwise mutually agreed to by the parties.**

Step 3 – Arbitration – In the event that the grievance has not been settled at Step 2, either party may submit the matter to arbitration. In the event that such action is not taken within ten (10) working days following receipt of the Step 2 answer, the grievance shall be considered to have been settled **and closed**.

- A. The grievance shall be presented at an arbitration hearing before an arbitrator mutually selected by the Company and the Union. If the Company and the Union cannot mutually agree upon an arbitrator; ~~then,~~ the moving party shall apply to the Federal Mediation & Conciliation Service (FMCS) for a panel of seven (7) arbitrators, who are members of **the NAA National Association of Arbitrators, and from which an arbitrator shall be selected within fourteen (14) calendar days from receipt of the list.** The parties shall alternately strike names from the list until one name remains. The moving party shall strike first. The parties may mutually agree to request a second panel.
- B. **The parties, within (10) calendar days, shall schedule an arbitration hearing which shall be held in the Johnstown area within forty five (45) calendar days after the Arbitrator has acknowledged a willingness to**

act unless the Company and the Union mutually agree otherwise; provided, however, if the Arbitrator is unable to schedule a hearing within such forty five (45) day period, the parties shall schedule a hearing as soon as practicable thereafter.

C. Further it is mutually agreed that the arbitrator's decision, consistent with the restrictions of his **their** authority, shall be final and binding on both parties. The arbitrator's authority shall be restricted to the determination of a grievance as defined in Section 15.0 of this Article and ~~he~~ **the arbitrator** shall not have the power to add to, subtract from or modify the provisions of this Agreement. The expenses of the arbitrator shall be borne equally between the parties. All other expenses shall be borne by the party incurring such costs.

15.2 All time limits must be followed by the responsible party in order to avoid forfeiture of the grievance. Failure to meet the applicable time limit will result in the grievance being waived and closed. It is agreed that the time limits may be extended by **written** mutual consent.

15.3 Grievances affecting the bargaining unit as a whole or a large number of employees may be initiated by the Union, and such grievance shall be submitted to Step 2 of the procedure **within five (5) working days of knowledge of the incident.**

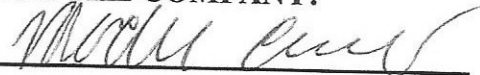
15.4 During the grievance process, where there is mutual agreement between the Company and the Union, mediation may be used in an effort to resolve a grievance.

~~15.5 Unless explicitly stated otherwise, all grievance settlements are non-precedent setting, shall be without prejudice to the position of either party and shall not be referable or considered for any purpose other than to enforce the provisions of the specific settlement.~~

15.6 Any pay or benefit remedy in the adjustment of a grievance in any step of the grievance procedure, including arbitration, will be less any mandatory taxes, wages or benefits that the employee may have received in the intervening period and will not exceed three hundred sixty-five (365) calendar days from the date of the alleged contract violation.

~~15.7 All grievances shall be closed at the time of contract ratification.~~

FOR THE COMPANY:



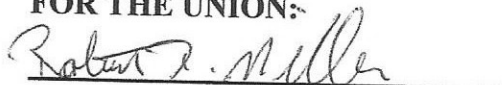
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DATE

5/16/18

FOR THE UNION:



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\_\_\_\_\_

DATE 5/16/18

ARTICLE 16 – UNION REPRESENTATION

16.0 The Union may select up to three (3) employees to serve as Shop Committee persons. The Shop Committee shall serve as the Grievance Committee and the Negotiating Committee. The Union shall provide the Company with a written list of Officers and/or ~~Committeemen~~ **Committee Person**.

16.1 Upon receiving permission from the ~~Manager~~ of Human Resources or designee, accredited representatives of the Union shall be admitted to the plant during working hours for assisting in the adjusting of grievances or investigation of possible grievances. **It is understood by the parties that the 2<sup>nd</sup> shift Shop Steward may adjust their reporting time once a month for the purpose of attending the monthly Union meeting.**

16.2 Such permission by the ~~Manager~~ of Human Resources or designee shall not be unreasonably withheld nor shall such permission be abused. All such representatives shall comply with the security regulations as required of all other plant visitors. In no event will production be interrupted.

16.3 The Company shall pay members of the Shop Committee and the aggrieved employee at their current rate of pay, including shift differential, if applicable, for time spent in processing grievances (except arbitrations), and any other joint Union/Company conferences. Employees who are members of the ~~Contract Negotiation~~ **Negotiating** Committee shall be paid for hours lost from their normal workweek while participating in contract negotiations with the Company.

16.4 ~~If the Company expands the Company agrees to discuss with the Union if shop stewards are needed.~~ **If the bargaining unit population shifts between buildings and/or schedules, the Company agrees to discuss with the Union any need for additional Shop Stewards. Each building in which employees are regularly assigned to work may have at least one (1) Shop Steward.**

FOR THE COMPANY:

*M. Miller*

\_\_\_\_\_

\_\_\_\_\_

DATE

5/14/18

FOR THE UNION:

*Robert S. Miller*

\_\_\_\_\_

\_\_\_\_\_

DATE

5/13/18



## ARTICLE 17 – LEAVE OF ABSENCE

~~17.0 Applicable federal statutes and regulations will govern a military leave of absence and return to work requirements for such a leave.~~

17.0 Applicable and current federal regulations will govern Family and Medical Leave (FMLA). Return to work requirements for such leave **as may be changed from time to time by the Company will be administered in accordance with existing Company policy. The Company will notify the Union of any changes to the medical leave policy or process in advance of their implementation.**

~~17.1 This article addresses~~ A personal leave of absence that may be granted at the discretion of the Company to an employee for personal reasons not covered in paragraph 17.0 or ~~17.1~~ **Article 20 (Military Leave)**. An employee will be granted a personal leave of absence under reasonable circumstances, providing production requirements permit.

17.2 An employee may apply to Human Resources **in writing** for a leave of absence without pay for one (1) or more days but not to exceed thirty (30) calendar days. During the **thirty (30) calendar** day leave of absence, employees are considered active and employee benefits continue. However, as provided for in Article 10 (Holidays), employees are not eligible for holiday pay when a holiday is observed during a leave of absence. Flex time cannot be taken while on a leave of absence, but may be taken before the leave begins. Employees will be responsible for reimbursing the Company for the normal employee share of any benefit premiums. If the leave of absence is for the employee's personal medical reasons, a statement of release from the employee's physician shall be provided upon return to work.

17.3 If renewal or extension of the leave of absence is desired, written application in accordance with ~~Section 3 of this Article~~ **paragraph 17.2** must be made prior to the expiration of the then current leave of absence. ~~For a leave of absence beyond thirty (30) days, employees will be considered inactive. Any extensions granted beyond a thirty (30) calendar day period will result in the termination of~~ **A** all benefits including flex accrual ~~will cease and~~ employees will be offered the option to continue group benefits through COBRA.

17.4 At the termination of the leave of absence, the employee will be returned to the employee's former position, **seniority permitting**. In the event the employee's former position has been abolished, ~~then~~ the employee will exercise seniority in accordance with Article 12 (Seniority) as if being in the former position. For the purpose of this Article, a "former position" is defined as the employee's ~~permanent~~ classification, department, and shift immediately prior to the leave of absence.

17.5 In the event an employee wishes to return to work before the expiration of ~~his~~ **their** leave of absence, ~~he~~ **they** may **request** to do so by making written request ~~in accordance with Section 3 of this Article~~ **to Human Resources**.

17.6 Employees with at least one year of continuous service, accepting full-time positions, as Union Representatives shall be given a leave of absence without pay for the term of office up to one year. The leave shall be extended yearly if required and requested. Such employee

shall retain the seniority held at the time of the leave of absence for purposes of returning to the bargaining unit. Such employee shall have the privilege of returning to the employee's former position. In the event the employee's former position has been abolished, then the employee will exercise seniority in accordance with Article 12 (Seniority) as if being in the former position. It is understood that this Section shall be limited to one employee at any one time.

**FOR THE COMPANY:**

*[Handwritten Signature]*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/15/18

**FOR THE UNION:**

*[Handwritten Signature]*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-15-18



ARTICLE 18 – BEREAVEMENT LEAVE PAY

18.0 Employees are eligible for up to three (3) days of paid time off for the death of their parent, step-parent, spouse, child, step-child, brother, sister, step-brother, stepsister, parent-in-law, grandparent, grandchildren, brother/sister-in-law, or son/daughter-in-law, and grandparents-in-law. ~~One day must be the day of the funeral or cremation memorial service.~~ **To receive bereavement pay, the leave must be taken no later than ten (10) calendar days from the memorial service, funeral, and/or date of death. Bereavement pay will not be granted for an employee's scheduled off-day, holiday, or any day which the employee would have otherwise been compensated.**

18.1 An employee shall make a request for bereavement leave before their absence to attend the memorial service when possible, or immediately upon the employee's return to work when it is not possible to do so in advance of their absence.

FOR THE COMPANY:

Wally [Signature]

\_\_\_\_\_

\_\_\_\_\_

DATE

5/10/18

FOR THE UNION:

Robert J. Miller [Signature]

\_\_\_\_\_

\_\_\_\_\_

DATE

5-10-18

ARTICLE 18 – BEREAVEMENT LEAVE PAY

18.0 Employees are eligible for up to ~~three (3) days~~ **four (4) days** of paid time off for the death of their parent, step-parent, spouse, child, step-child, brother, sister, step-brother, stepsister, parent-in-law, grandparent, grandchildren, brother/sister-in-law, or son/daughter-in-law, and grandparents-in-law. ~~One day must be the day of the funeral or cremation memorial service.~~ **To receive bereavement pay, the leave must be taken no later than ten (10) calendar days from the memorial service, funeral, and/or date of death. Bereavement pay will not be granted for an employee's scheduled off-day, holiday, or any day which the employee would have otherwise been compensated.**

18.1 An employee shall make a request for bereavement leave before their absence to attend the memorial service when possible, or immediately upon the employee's return to work when it is not possible to do so in advance of their absence.

**FOR THE COMPANY:**

*Michelle Young*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/18/18

**FOR THE UNION:**

*Robert D. Miller*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-15-18

ARTICLE 19 – JURY DUTY OR WITNESS SERVICE

19.0 Employees are expected to report to jury duty or serve as witnesses when required by subpoena. Paid time off will not be approved for an employee appearing as a defendant, plaintiff, or for court appearances that are not required.

19.1 Employees shall be granted their regular pay for those hours which they are, absent from work during the employee's regularly **scheduled** workday ~~or regular five-day workweek~~. Employees will not receive their regular pay for jury duty/witness service, which occurs during a leave of absence.

19.2 ~~Shift employees who report for jury/witness duty during day shift and are absent on the calendar day of such service shall be paid for their full shift. If an employee assigned to second shift is absent from work on the calendar day they serve as a juror or witness, such absence will be considered an approved paid absence and not subject to an attendance infraction.~~

19.3 An employee who serves only a partial day of jury/witness duty may be expected to report to work for the balance of the workday. The supervisor must reasonably consider the commuting distance and the remaining portion of the day in making these determinations. If it is not practical to return to work, the entire day will be considered jury/witness duty.

19.4 Employees are required to submit a legally valid subpoena or jury summons to their supervisor in order to qualify for payment. Employees ~~are expected to~~ **shall** keep their supervisor informed of their jury/witness duty status.

**FOR THE COMPANY:**

Marcus Perry

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\_\_\_\_\_

**DATE**

5/16/18

**FOR THE UNION:**

Robert J. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/16/18

ARTICLE 20 – MILITARY RESERVE SERVICE LEAVE

~~20.0 — Employees who are members of the active reserve services of the United States Armed Forces, including National Guard, who are ordered to perform annual training duty shall be paid the difference between the pay received from the Armed Forces for such training and their normal working rate of pay up to the lesser of fifteen (15) work days, 120 hours or 3 work weeks in a calendar year. In order to be eligible for such pay, training reservists must furnish to the Human Resources Department written certification from their commanding officer attesting performance of such service.~~

~~20.1 — For purposes of determining the pay differential, the LMAPI rate, including lead and shift differential, will be compared to the Military base pay rate which excludes subsistence, quarters, travel expense pay, and military pay received on non-Lockheed work days.~~

**20.0 Military leave shall be administered in accordance with the corporate policy currently in effect and as revised. The Company will notify the Union of changes in policy or processes as they occur. Nothing in this Agreement shall prevent the Company from making changes to this corporate policy on the same basis as that policy is revised with respect to non-bargaining unit employees.**

**FOR THE COMPANY:**

*Michael Perry*

\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

*Robert D. Miller*

\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5-8-18

**ARTICLE 21 – BUSINESS TRAVEL**

**21.0 Employees will be reimbursed for necessary, actual, and reasonable business travel expenses while on travel status, excluding vacations and authorized leaves of absence without pay, in accordance with the corporate policy currently in effect and as revised. The Company will notify the Union of changes in policy or processes as they occur. Nothing in this Agreement shall prevent the Company from making changes to this corporate policy on the same basis as that policy is revised with respect to non-bargaining unit employees.**

**FOR THE COMPANY:**

Maxwell Perry

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

Robert D. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-8-18

ARTICLE 21 22 – NON-BARGAINING UNIT EMPLOYEES DOING BARGAINING

UNIT WORK

21.0 22.0 It is the intent of the Company that non-bargaining unit employees shall not perform duties which are normally performed by Bargaining Unit employees except in the following type of situations:

1. In the instruction or training of employees.
2. In the emergency or critical conditions.
3. In order to prevent injury to employees or damages to Company property or equipment.
4. When such work is related and necessary to the performance of the salaried employee's duties.

The Company will use its best efforts to ensure that the terms of this provision are understood and applied.

**FOR THE COMPANY:**

Maxwell Pung

\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

Robert E. Mills

\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5-8-18

ARTICLE ~~22~~ 23 – SAFETY AND HEALTH

~~22.0~~ **23.0** The Company shall continue to furnish and maintain safe and healthful working conditions, **to include** washing facilities, toilets and lunchroom.

~~22.1~~ **23.1** Employees shall be required to wear safety devices and apparel and other equipment necessary to properly protect themselves from injury ~~in accordance with the practices now prevailing~~, and the Company shall provide required safety equipment.

~~22.2~~ **23.2** The Union shall cooperate in enforcing reasonable safety rules and regulations, and in maintaining cleanliness and good housekeeping throughout the plant.

~~22.3~~ **23.3** No employee shall be required to perform work that involves imminent danger to ~~his~~ **their** or any other employee's health or physical safety once a complaint has been lodged with the immediate supervisor, unless the employee is issued written instructions by the Company Safety Coordinator to proceed with the work.

23.4 TBD

23.5 TBD

~~22.6~~ **23.6** A Joint Safety Committee shall be maintained and meet at least monthly. The purpose of the safety committee is to assist in the identification and resolution of potentially unsafe, unsanitary, or unhealthy conditions. Committee members may request meetings on other safety issues of mutual concern. The final resolve of these issues shall be the sole responsibility of the Company.

The Company and Union will annually appoint representatives to serve on the Joint Safety Committee. The structure of the Joint Safety Committee may be modified as needed based on business conditions with the agreement by both parties so long as there is equal representation by the Union and Company.

**FOR THE COMPANY:**

Modell  
\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

Robert Miller  
\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5-8-18



ARTICLE 22 23 – SAFETY AND HEALTH

23.0 TA May 8, 2018

23.1 TA May 8, 2018

23.2 TA May 8, 2018

23.3 TA May 8, 2018

23.4 The Company will reimburse up to a maximum of ~~one hundred fifty dollars (\$150.00)~~ **two hundred dollars (\$200.00)** every two years to each employee for the purpose of obtaining prescription safety glasses which meet **American National Standards Institute (ANSI)** specifications for frames and lenses. Glasses may be purchased from the employee's vendor of choice.

This benefit will be provided every two years or more frequently if damage to the frames or lenses is as a result of ~~performing work requirements at the Company work requirements.~~

Payment(s) will be made either to the employee, when a receipt is presented, or to a vendor if the Company is direct billed. In either case, the ANSI specification must be documented on the receipt/invoice.

23.5 The Company will provide safety foot protection where it is required ~~on the job.~~ Additionally, ~~to encourage their use,~~ The Company will reimburse **any employee** up to ~~sixty dollars (\$60.00)~~ **one hundred dollars (\$100.00)** every year toward the purchase of OSHA approved steel-toe safety shoes ~~any employee.~~

23.6 TA May 8, 2018

**FOR THE COMPANY:**

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

DATE 5/15/18

**FOR THE UNION:**

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

DATE 5-15-18

ARTICLE 23 24 – STRIKES AND LOCKOUTS

23.0 24.0 There will be no strikes, work stoppages, interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employee shall participate in any such activities.

23.1 24.1 There shall be no lockouts.

**FOR THE COMPANY:**

Mauley Amy

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

Robert D. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-8-18

ARTICLE 2425 – TUITION REIMBURSEMENT

~~24.025.0~~An employee completing an outside training course, which has been approved in writing by the Company prior to the employee's beginning such course, **Financial assistance to employees seeking college and university degrees** will be reimbursed by the Company for tuition, books and registration cost of courses as follows: **in accordance with the corporate policy currently in effect and as revised. The Company will notify the Union of changes in policy or processes as they occur. Nothing in this Agreement shall prevent the Company from making changes to this corporate policy on the same basis as that policy is revised with respect to non-bargaining unit employees.**

- A. ~~For graded courses, the percentage of reimbursement is based on grade received for the class An "A" = 100%, "B" = 90%, "C" = 80%. For pass/fail courses, successful completion will be reimbursed at 100%.~~
- B. ~~Reimbursement earned in a calendar year will not exceed \$1,000 (\$1,200 for a Master's Degree). In order to be reimbursed the employee must provide the Company with proper documentation.~~

**FOR THE COMPANY:**

*Maxwell Gray*

\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

*Robert R. Miller*

\_\_\_\_\_  
\_\_\_\_\_

**DATE**

5-8-18

ARTICLE 2526 – SAVING CLAUSE

25.0 26.0 In the event that any federal or state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

**FOR THE COMPANY:**

Michael Perry

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

Robert D. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-8-18

## APPENDIX "A"

### JOB CLASSIFICATION SECTION

LABOR GRADES - The following classifications shall be assigned to the following Labor Grades:

<u>Job Classification</u>	<u>Labor Grade</u>
Computer-Aided Machining (CAM) Offline Programmer	7
Inspector A	6
Inspector B	5
Inspector C	4
Nondestructive Testing Level II, Tech B	7
Machinist-Six	6
Machinist-Five	5
Machinist-Four	4
Fabrication Welder-Six	6
Fabrication Welder-Five	5
Fabrication Welder-Four	4
Maintenance Mechanic	6
Painter	5
<b>Composite Assembler-Five</b>	<b>5</b>
<b>Composite Assembler-Four</b>	<b>4</b>
<b>Composite Assembler-Three</b>	<b>3</b>
Structural Assembler-Five	5
Structural Assembler-Four	4
Structural Assembler-Three	3
Paint Prep/Chemical Film Operator	4
Production Associate	4
Tool Crib Attendant	3

**FOR THE COMPANY:**

Michael C. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE** 5/8/18

**FOR THE UNION:**

Robert D. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE** 5-8-18

No. XX

**MEMORANUDM OF UNDERSTANDING**

**ATTENDANCE PROGRAM**

**Regular and punctual attendance are essential to successful business operations; therefore, employees are expected to fulfill their obligation of being on time and present for work. Regular and reliable attendance on scheduled days of work is considered an essential function of all positions.**

**The attendance program should be flexible enough to afford leadership discretion in the application of this program for employees who have maintained a satisfactory attendance record. Each case will be evaluated on an individual basis.**

**1.0 PROVISIONS**

**Employees are provided with a flex time benefit that provides paid time-off for sick, vacation, and personal requirements. Employees are responsible for monitoring their balance so that flex time is available when needed.**

**The following absences are excused and will not be counted as infractions: paid flex time, an approved medical leave of absence, an approved family medical leave (FML) of absence, paid bereavement leave, jury duty, unpaid military leave, Company-initiated unpaid leave, and paid and unpaid authorized union business.**

**2.0 CALL-OFF PROCEDURE**

**When an employee is not reporting to work or will report to work after the scheduled shift start time, the Call-Off procedure shall be used. The employee is required to provide notification no later than fifteen minutes ~~one hour~~ prior to the scheduled shift start time. Employees not adhering to the Call-Off procedure will receive progressive discipline for employee conduct (Article 14 – Discharges and Discipline). The Call-Off procedure will be in effect for all regular workdays, overtime days, and holidays.**

**Employees have the responsibility to provide notification of an FMLA-certified absence, or Short Term Disability Leave (STD), to the Lockheed Martin Employee Service Center and the Call-Off Procedure must also be used to report such absences if advance notification is not provided. Employees are not required to use the Call-Off Procedure if a supervisor has been made aware of an excused absence unless it is for intermittent FML or STD.**



To call off, employees must dial (814) 262-3000. When the greeting begins, employees must press the Star Key (\*) and 5000. Employees must then leave a message after the beep to include their name, supervisor's name and when they will return to work. NOTE: If employees do not have a touch-tone telephone, it will be necessary to leave their message directly after the greeting has played. The Company will notify the all Bargaining Unit members if an alternative means of notification is implemented.

**IMPORTANT:** When employees have completed their message, they should hang up and their message will be automatically saved. If employees remain on the line and select the menu option to listen to their message, they must then also select the option to accept their message. **EMPLOYEES MESSAGES WILL BE ERASED IF THEY DO NOT SELECT 'ACCEPT'.**

In the instance when a security guard answers the phone, employees should communicate the same information listed above and it will be forwarded to the appropriate supervisor.

### **3.0 INFRACTIONS**

Management will monitor employee's attendance and take appropriate action when required. When provisions of this attendance program are violated, an infraction will be recorded. Infractions will be recorded for the following types of violations:

1. When an employee is tardy resulting in an unpaid-unexcused part-day absence at the start of their shift.
2. When an employee leaves prior to the end of their scheduled shift, resulting in an unexcused absence once they have reported to work.
  - a. Employees must personally notify their supervisor, or delegate ~~or use voicemail~~ and receive approval when leaving before the end of the scheduled shift. Employees leaving prior to the end of the shift without approval will receive progressive discipline for employee conduct up to and including discharge (Article 14 – Discharges and Discipline).
3. When an employee is absent, resulting in unexcused time.
4. When an employee returns late to their work area after a lunch break.
5. When an employee is scheduled for and accepts overtime and does not report to work.
6. Consecutive days of absence caused by the same illness or circumstances will be considered as a single occurrence. If an infraction is warranted, one will be recorded for the occurrence.

#### **4.0 DISCIPLINE**

**Discipline will be administered as a constructive measure, seeking through progressive steps to motivate the employee toward positive corrective action. Employee discipline shall be considered when more than three (3) infractions occur in a continuous twelve (12) service month period. The following shall apply:**

**Discipline will be issued no later than the fourth working day following the date of the infraction according to the following parameters:**

- 1. On the third infraction in any continuous twelve (12) month period, the employee will be counseled by their departmental management and issued a ~~written~~ verbal warning which shall be documented on the employees record.**
- 2. On the fourth infraction in any continuous twelve (12) month period, the employee will be counseled and issued a final written warning.**
- 3. A fifth infraction in any continuous twelve (12) month period will result in an employee's termination of employment.**

#### **4.1 Mitigation of Infractions**

- 1. For each ~~one-hundred twenty (120)~~ ninety (90) day period that an employee maintains perfect attendance, an infraction will be disregarded, beginning with the earliest recorded infraction.**
- 2. Disregarded infractions, and any associated disciplinary action, will remain on record but will not be considered for future disciplinary action in the event of subsequent infractions.**
- 3. Absences and related disciplinary levels will only be mitigated when the employee is on the active payroll. Infractions and discipline level will not be mitigated during leaves of absence and/or periods of layoff.**

**On a one-time basis, effective May 20, 2018, all employees will back out of Attendance.**

**MEMORANUDM OF UNDERSTANDING**

**ATTENDANCE PROGRAM**

**FOR THE COMPANY:**

Michelle Eney

\_\_\_\_\_

**DATE** 5/14/18

**FOR THE UNION:**

Robert D. Miller

\_\_\_\_\_

**DATE** 5/14/18

**No. XX**

**MEMORANDUM OF UNDERSTANDING**

**JOINT ALCOHOL AND DRUG PROGRAM**

The Union and the Company are concerned about the effects of alcohol and drug abuse in the workplace and recognize that dependency is an illness for which recovery is possible. Treatment can be successful for employees who have substance abuse problems, and, therefore, employees are encouraged to avail themselves of the Company's confidential Employee Assistance Program (EAP) for help with alcoholism and/or drug dependency.

**Employees will not be subject to drug testing or physicals before returning to work as a result of recall.**

**For Cause Alcohol and Drug Testing**

Testing for reasonable suspicion or post-accident/incident/near-miss shall be administered by a contracted medical facility on or offsite when there is cause to believe that an individual is under the influence of alcohol, illegal drugs, improperly administered medications and/or unauthorized substances.

**A. Reasonable Suspicion**

The criteria, which may constitute Reasonable Suspicion by the Company include, but are not limited to:

- i. Slurred speech, smell of alcohol or marijuana
- ii. Physical loss of control, such as stumbling or violent behavior
- iii. Psychological loss of control, such as paranoia, rambling or incoherent speech, diminishing consciousness, or loss of touch with reality
- iv. Signs of emotional stress, such as argumentative or unusually aggressive behavior
- v. Detection of paraphernalia related to alcohol and/or illegal drugs
- vi. Detection of alcohol/illegal drugs/prescription drugs not prescribed for the individual on Company premises or the individual
- vii. Unusual or repeated injury on the job or damage to property not readily explained by work conditions
- viii. Criminal behavior relative to illegal drug activity

**B. Post-Accident/Incident**

Testing ~~shall~~ **may** be administered after involvement in an accident/incident or potentially dangerous near-miss accidents, while performing job-related duties on or off Company property of the following individuals:

- i. Employees injured on the job if (a) the injury is serious enough to require medical treatment beyond first aid and (b) the injured employee's actions or omissions reasonably could have been a contributing factor to the accident/injury or
- ii. Employees whose actions or omissions reasonably could have been a contributing factor in the case of an accident involving only property damage or
- iii. Employees whose actions or omissions reasonably could have been a contributing factor to a "near miss" in terms of injury or property damage, or
- iv. Employees covered by the agreement whose actions or omissions reasonably could have been a contributing factor to another individual's personal injury

### **Random Alcohol and Drug Testing**

- A. Systematic random testing, without notice, is applicable to those employees who are granted access to classified information and those employees who are in positions involving national security, or health or safety.
- B. Any other drug and/or alcohol testing required by the Department of Defense (DoD), Department of Transportation (DOT), and/or other federal agency regulations shall be in accordance with the applicable regulations.
- C. The drug testing program is complementary to, and in no way supersedes Company disciplinary procedures for individuals who are on Company premises in an impaired state caused by a violation of this agreement.

### **Alcohol and Drug Testing**

- A. Consent – No alcohol and drug test may be administered, without the written consent of the person being tested. (Attachment A) Employees have the right to speak with a Union representative prior to testing, if requested by the employee. Because time is of the essence, the conversation with the employee's Union representative shall not delay the alcohol or drug test. Refusing to consent and/or submit to an alcohol and/or drug test is considered insubordination and shall result in discipline up to and including termination of employment. An employee shall be placed on indefinite suspension pending the outcome of the test if it is not readily available.
- B. Transportation for Testing - Alcohol and drug testing may be performed through an offsite medical facility. Transportation to an offsite medical facility for alcohol and drug testing will be provided by the Company. The employee will be transported to an offsite medical facility in the absence of the Union representative if in their opinion the test could be compromised by waiting for the representative to be present.

- C. Chain of Custody – Collection and shipment of all urine samples will follow strict chain of custody procedures.**
- D. Notification – An employee who tests positive shall be so notified by the Company.**
- E. Confidentiality – The identities of employees who have tested positive on For Cause Testing shall be limited to the extent legally and contractually permissible to those persons having a need to know.**

#### **Positive Tests for Alcohol or Drugs**

- A. Employees whose blood alcohol levels are equal to or exceed ~~0.02~~ 0.04 shall be deemed positive and the employee will be sent home without pay for the remainder of their shift. Test results for employees shall be positive for illegal/illicit drugs, improperly administered medications and/or unauthorized substances consistent with the Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratories in effect and as amended from time to time. An employee whose alcohol or drug test is positive will be considered in violation of this agreement and will be placed on a leave as described below.**
- B. A second positive test will result in termination.**

#### **Leave of Absence Following Positive Test**

- A. Treatment Required: Employees who have tested positive for drugs or alcohol in accordance with this agreement shall be placed on an unpaid leave for up to thirty (30) calendar days, consistent with the employee's treatment plan. The leave may be extended up to an additional thirty (30) calendar days if the employee presents satisfactory evidence of continuing to participate in treatment. The leave must be taken after a positive alcohol or drug test and shall be without pay. However, the employee may use accrued flex time. Their benefit coverage will continue. The employee must present a release from an accredited alcohol or drug rehabilitation program and/or be cleared by the Company's EAP representative in order to return to work. Upon return to work, they shall be tested for alcohol and drugs within the first five (5) calendar days and will be placed on a Last Chance Agreement (LCA), which shall include random alcohol and drug testing for up to twenty-four (24) service months. Failure to comply with any of these requirements will result in the employee's termination. Upon successful completion of the twenty-four (24) service month period, the employee's positive test result will be disregarded, and the associated records will be destroyed.**
- B. Treatment Not Required: If at the time of an employee's positive test result, an assessment by an accredited drug and alcohol rehabilitation program or the Company's EAP representative indicates that the employee does not meet the criteria for treatment, they will be returned to work upon completion of a five (5) day disciplinary layoff. A second positive test will result in termination.**



- C. **False Positive:** In instances where an initial positive test is determined to be negative, the employee will be returned to work and shall be compensated for time lost. Any associated records will be destroyed.

### Education

- A. **On an annual basis, the Company shall distribute educational information on its Alcohol and Drug policies.**
- B. **On an annual basis, for up to two hours per employee, the Company shall train and educate the stewards and management of represented employees on alcohol and drug awareness and assistance options at the direction of the Company's medical doctor or EAP administrator.**

The parties recognize that as a contractor to the United States Government, Lockheed Martin Aeronautics AeroParts, Inc. may be directed by law, regulation or rule to implement additional programs aimed at the problem of alcohol and/or drug use. If such law regulation or rule is issued, the parties agree to meet within a reasonable time to negotiate any changes to this Agreement which may be requested by the Company in response to the newly enacted law, regulation or rule. However, nothing in this Agreement will prevent the Company from complying with any law, regulation or rule of the United States Government. Further, employees will be responsible to notify the Company of any criminal alcohol or drug statute conviction not later than five (5) days after such conviction. The Company agrees to notify the contracting agency within ten (10) days after receiving notification from such employee or otherwise receiving actual notice of such conviction.

Nothing in this Appendix shall be construed as a guarantee of employment for any period of time, including but not limited to the time an employee is participating in the Company's EAP or alcohol and drug testing programs.





I, \_\_\_\_\_, hereby authorize Lockheed Martin to conduct a breath alcohol test and urine drug test and use the results of that test for decisions relating to my employment, disciplinary action, or continued employment. I understand that I have the right to request that a Union representative be present prior to an alcohol test.

\_\_\_\_\_

**Signature and Date**

\_\_\_\_\_

**Witness**

**MEMORANDUM OF UNDERSTANDING**

**JOINT ALCOHOL AND DRUG PROGRAM**

**FOR THE COMPANY:**

Michael Curry

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/14/18

**FOR THE UNION:**

Robert D. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/13/18

No. XX

**MEMORANDUM OF UNDERSTANDING**

*This Memorandum of Understanding will void Company Policy Statement HR07 – Pride in Excellence program.*

**REWARDS AND RECOGNITION**

The Company and Union acknowledge the value of giving special recognition awards for exceptional and/or significantly improved performance to teams as well as individual employees where the Company, in its sole discretion, identifies an individual employee or group of employees who have made significant contribution(s) to the Company. The Company in its discretion, may utilize a monetary or non-monetary award for recognizing the employee(s). This discretionary contribution may be demonstrated in a single one-time event or over a period of sustained high performance and may include an interval-based award tied to the achievement of performance metrics as defined by management. The Company will notify the Union of changes to the recognition program that may occur from time to time throughout the duration of the Agreement. The Company will inform the Union when team-based awards are granted.

The Company, in its sole discretion has the right to develop a performance-based programs. Nothing in this Agreement shall prevent the Company from making changes to any applicable company or corporate policy on the same basis as they are revised with respect to non-bargaining unit employees.

**FOR THE COMPANY:**

Michael Curry

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

Robert D. Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-8-18

No. XX

**MEMORANDUM OF UNDERSTANDING**

**USE OF CHEMICAL MAINTAINENCE MAINTENANCE REPRESENTATIVES ON-SITE**

The Company will continue to maintain the use of chemical maintenance representatives onsite to perform ten (10) hours of bargaining unit work per week. Should the need arise to exceed the ten (10) hours per week agreement, the Company will engage the Union in discussion in advance of implementation.

**FOR THE COMPANY:**

*Marcus Perry*  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION:**

*Robert D. Miller*  
\_\_\_\_\_  
\_\_\_\_\_

**DATE** 5/11/18

**DATE** 5-11-18

No. XX

MEMORANDUM OF UNDERSTANDING

SUBCONTRACTING

The Company will use its best efforts to use all employees to perform all work in-house first; unless schedules, costs, capability, or capacity so dictate. Prior to subcontracting work, the Company shall provide the Union a fifteen (15) day notice and give the Union the opportunity to discuss where feasible. However, doing so shall in no way impede the Company's ability to meet emergent operational needs. Further, nothing in this agreement shall limit the Company's right to subcontract as deemed appropriate by the Company to effectively and efficiently operate the business.

FOR THE COMPANY:

*[Handwritten Signature]*

\_\_\_\_\_

\_\_\_\_\_

DATE

5/16/18

FOR THE UNION:

*[Handwritten Signature]*

\_\_\_\_\_

\_\_\_\_\_

DATE

5-16-18

No. XX

**MEMORANDUM OF UNDERSTANDING**

**DIRECT DEPOSIT**

All current employees enrolled in direct deposit at the time of this Agreement and all future employees will be required to receive payroll funds through electronic direct deposit per Article 7.0 of this Agreement.

Seven current employees are exempt from this requirement. The employees listed here are permitted to continue to receive live payroll checks at the facility on the last day of the normal work week. However, if at any time they elect to enroll in electronic direct deposit to receive their pay, they will not be permitted to change that election again.

The seven employees exempt from the requirements of Article 7.0 of this Agreement are:

Belinda, John M  
Bracken, Lynn C  
Felichko, Paul D  
George, David G  
Ostinowsky, John J  
Smakula Jr, John M  
Williamson, Timothy F

**FOR THE COMPANY:**

*Madell Amy*

\_\_\_\_\_

\_\_\_\_\_

**DATE** 5/9/18

**FOR THE UNION:**

*Robert Miller*

\_\_\_\_\_

\_\_\_\_\_

**DATE** 5-9-18

No. XX

**MEMORANDUM OF UNDERSTANDING**

~~SEMI-ANNUAL~~ LABOR RELATIONS MEETING

~~The parties recognize~~ **It is recognized** that ongoing, open and constructive dialogue is beneficial to a productive labor-management relationship. To this end, ~~it is agreed that during the term of this Agreement, the parties will hold twice-yearly~~ **there shall be an annual** meetings for the purpose of discussing issues ~~affecting the collective bargaining relationship~~ **of mutual interest**. The attendees shall be determined by ~~each party~~ **the Company and the Union**, but shall include at least one (1) member of management from the Aeronautics Company and one (1) member from the IAM International Union. The meetings shall be scheduled at mutually convenient times and at a mutually convenient location.

**FOR THE COMPANY:**

*Michael Cruz*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5/8/18

**FOR THE UNION:**

*Ronald D. Miller*

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-8-18



No. XX

MEMORANDUM OF UNDERSTANDING

TECHNOLOGICAL ADVANCEMENTS

The Company and Union agree that it is to both their mutual benefit and sound economic and social goal to utilize the most cost effective/efficient machines, processes, methods and/or materials. In this way, the Company will be able to compete effectively in the marketplace and thereby attempt to provide economically secure jobs for its employees.

The Company will inform the Union of new technology that will have an impact on bargaining unit members in advance of implementation. The Company will brief the Shop Committee of anticipated schedules of new technology introduction, estimated numbers of employees directly affected, and if related training or retraining and/or reassignment of displaced employees is feasible, necessary and appropriate. Nothing in this Agreement will prevent the Company from implementing new technology as deemed appropriate by the Company to effectively and efficiently operate the business.

FOR THE COMPANY:

*[Signature]*

\_\_\_\_\_  
\_\_\_\_\_

DATE

5/16/18

FOR THE UNION:

*[Signature]*

\_\_\_\_\_  
\_\_\_\_\_

DATE

5-16-18



**JOB PREFERENCE WHILE ON LAYOFF**

**FOR THE COMPANY:**

Mark Ann

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-9-18

**FOR THE UNION:**

Ronald Miller

\_\_\_\_\_

\_\_\_\_\_

**DATE**

5-9-18