

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LOCKHEED MARTIN INFORMATION SYSTEMS
and GLOBAL SOLUTIONS - AFSS**



AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO
and its affected District and Local Lodges**



Jobs • Security • Prosperity

Effective April 25, 2016 through April 26, 2020

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PREAMBLE

This Agreement is effective April 25th, 2016, by and between Lockheed Martin Information Systems and Global Solutions – Civil, hereinafter referred to as the “Company”, and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its affected District and Local Lodges, hereinafter referred to as the “Union”.

ARTICLE I

GENERAL CONDITIONS OF THE CONTRACT

Section 1 - Recognition and Jurisdiction

The Company recognizes the Union as the exclusive representative, for purposes of collective bargaining, of the employees in the job classifications set forth in this Agreement (all full time and regular part time Flight Services Specialists I and II), employed by Lockheed Martin Information Systems and Global Solutions – Civil at all current Automated Flight Service Stations, excluding casual employees, office clerical employees, and guards and supervisors as defined in the National Labor Relations Act.

Section 2 - Rights of Management

The Company has and will retain the right to manage the facilities and direct the workforce, and this shall include and shall not be limited to the right to hire, layoff or release employees for lack of work, discipline, suspend or discharge for just cause, promote, demote, and transfer its employees, provided that the exercise of such rights will not conflict with the provisions of this Agreement.

Section 3 - Supplemental Agreements

Any Letters of Agreement, Memorandums of Understanding, and Application Agreements and Appendices, including all documents referred to therein, are by this reference incorporated herein, and these will remain in full force and effect for the duration of this Agreement.

Section 4 - No Strike/No Lockout

The Union agrees that neither it nor any of the employees in the bargaining unit, covered by this Agreement, will collectively or individually engage in or participate in any strike, picketing, sympathy strike, slowdown, or stoppage of work during the term of this Agreement and the Company agrees that during the term of this Agreement it will not lockout any of the employees covered by this Agreement.

Section 5 - Separability

If any term or provision of this Agreement is, at any time during the life of this Agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term

or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

Section 6 - Union Security and Dues Check Off

A. Union Security

Conditions of Employment – Jurisdictions in which Union Security arrangements are prohibited.

An employee shall not be required to become a member of or continue membership in the Union as a condition of employment if employed in any state which prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.

If and when the court of last resort of any such state, or any federal court that assumes jurisdiction within such state, shall hold by final judgment or decree that an employer and a Union, may, by agreement, require employees of facilities located in such state, as a condition of employment, to become members of the Union, or a statute or constitutional amendment of any such state shall expressly so provide, then the appropriate representatives of the employer and the Union shall meet and discuss the implementation of such change

No action shall be taken or required pursuant to this Union Security and Dues Checkoff provision that contravenes any local, state or federal statute or other applicable law.

Conditions of Employment – Jurisdictions in which Union Security arrangements are permitted.

Each employee in the bargaining unit shall, beginning on the 31st day following the execution of this Agreement or the 31st day following his/her employment, rehire, reinstatement, reemployment, recall, transfer or regression into the bargaining unit, as a condition of continued employment in the bargaining unit, execute and deliver to the Company a payroll deduction authorization as provided for in this Article, or pay directly to the Union an amount of money equal to the Union's regular and usual initiation fee and its regular, uniform and usual monthly dues.

The signing by an employee of the Membership Application and/or Check-off Authorization form is not a mandatory condition of employment with the Company.

B. Check-off

During the existence of this Agreement, the Company, insofar as permitted by State and Federal Law, shall deduct out of current net earnings payable to an employee covered by this Agreement, Union dues, initiation fees and reinstatement fees upon receipt of and in accordance with a deduction authorization, duly executed by the employee, on a card as agreed between the Company and the Union and shall continue deductions until such authorization is duly revoked by the employee.

In making deductions and remittances for reinstatement fees, initiation fees and dues to the Union, the Company is entitled to rely upon the notification of the Secretary-Treasurer of the IAMAW (or appropriate designee) of the amount of money due to the Union by an employee. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility, or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the Company's agreement to deduct dues, initiation fees and reinstatement fees from the employee's paycheck and the Union assumes full responsibility for the disposition of the funds so deducted when turned over to the Secretary-Treasurer of the Union.

The Company shall deduct from the employee's weekly paycheck dues payable by the employee to the Union. The Company shall remit all amounts to the Union on the 20th day of the month after the deduction is made. The submittal report to the Union shall include a year to date total of dues paid by the employee.

For the purpose of implementing the payroll deduction described in this Article, the "authorization form" supplied by the union will be used.

C. Contributions to Guide Dogs of America

Upon receipt of a signed voluntary authorization by an employee requesting that there be deductions made from his/her wages, the Company will deduct a weekly amount designated by the employee. Such deductions shall be forwarded to the Union for use by the Guide Dogs of America. The Union shall provide the authorization form to be used by the employee. Such authorization will remain in full effect for the duration of the agreement unless earlier cancelled by the employee in writing. Any complaints arising out of the administration of this deduction are not

subject to the grievance procedure.

D. Contributions to Machinists Non-Partisan Political League

Upon receipt of a signed voluntary authorization by an employee requesting that there be deductions made from his/her wages, the Company will deduct a weekly amount designated by the employee. Such deductions shall be forwarded to the Union for use by the Machinists Non-Partisan Political League. The Union shall provide the authorization form to be used by the employee. Such authorization will remain in full effect for the duration of the agreement unless earlier cancelled by the employee in writing. Any complaints arising out of the administration of this deduction are not subject to the grievance procedure.

Section 7 - General Provisions

A. Bulletin Boards

The Company will locate and supply on its premises sufficient bulletin boards (no less than one per C-Site and no less than two per each hub) for the use of the Union. The Union agrees to sign all of its notices (which notices will not malign the Company or employees) and to submit all notices to management for review and approval. Such requests shall not be unreasonably denied.

B. Safety and Health

It is the intent of the Company to maintain a safe and sanitary place to work. Employees are encouraged to discuss safety and health concerns with their supervisor. Any complaints raised by employees or the Union in regard to safety or health are subject to the Grievance Procedure, but is not subject to Arbitration.

Section 8-Non-Bargaining Unit Employees Performing Work Normally Assigned to the Bargaining Unit

It is the intent of the Company to maintain maximum flexibility to meet customer and operational requirements. Non-Bargaining Unit employees, who are required by position description to certify and maintain currency, will not normally perform duties of employees in the bargaining unit, except in exigent situations; for individual currency and proficiency requirements; for appropriate instruction of employees; supplementing staffing levels during inordinately high call volume; or, non-routine, unscheduled employee absences. Non-Bargaining Unit employees shall not be used to avoid the payment of overtime. The total amount of hours worked each month associated with

currency and proficiency shall not exceed sixteen (16) hours per Non-Bargaining Unit employee as noted above. The Company will provide the Union with the number of hours worked by Non-Bargaining Unit employees monthly.

At all other times except as specifically noted above, bargaining unit work shall be performed exclusively by bargaining unit employees.

ARTICLE II
UNION REPRESENTATION

Section 1 - Union Representative Access

The Representatives of the Union shall be granted access to the Company's facilities during operational hours for the purpose of investigating grievances, complaints or other matters arising out of the application of this Agreement provided access is scheduled in advance. They will notify the Human Resources Representative or Labor Relations Representative for each visit and such visit will be subject to reasonable regulations as may be made from time to time by the Company.

Section 2 - Union Stewards – Rights and Responsibilities

- (1) The Union may designate three (3) stewards for each Hub and two (2) stewards for each continuing ("C") Site. The Union will keep the Company currently informed in writing of the names of accredited stewards, including additions and deletions as they occur. Only persons so endorsed will be accepted by the Company as representatives of the Union.
- (2) A steward selected by the Union shall be a regular full time employee of the Company.
- (3) A steward shall be allowed to handle any matters, complaints or grievances arising under this Agreement in his or her designated area of jurisdiction during the steward's working hours, provided that the time so spent is devoted to the prompt handling of any matters, complaints or grievances in accordance with this Agreement. Stewards at all other times shall continue to perform their assigned work.
- (4) A steward before leaving the work station to perform any of the functions arising out of the interpretation or enforcement of this agreement shall request permission from the immediate supervisor to conduct union business. Such permission shall not be unreasonably denied but may be scheduled so as not to interfere with operations. Such meeting shall occur no later than and be completed within the end of the employee's and steward's regularly scheduled shift.

(5) A steward may need to work hours outside of his/her shift, or off-site during the scheduled work week in order to perform their representational duties. In order to ensure that operational requirements and communications are understood, the parties agree to the following regarding the documentation of a steward's union activities on company time (time paid by the company).

- A leave slip will be completed in advance for all union time (including off-site, on-shift, and off-shift).
- A steward will continue to request permission from the immediate supervisor before leaving the workstation.
- Each union steward has assigned work to perform and that the contacts on Company time will be no more frequent and no longer than the matter for discussion reasonably requires.
- Stewards may be contacted to return to the work area if there is an exigent circumstance.
- The pay for Union representative time remains as noted in Article VIII, Section 14.
- It is understood that no greater than 50% of the available time for union representation will be performed off site in any given week. Additional time may be granted so long as it does not interfere with operational requirements.

A Union steward shall not be transferred from the site provided there is work available within the classification held to be performed.

It is agreed that each union steward has assigned work to perform and that the contacts on Company time, which are provided for in this section, will be no more frequent and no longer than the matter for discussion reasonably requires.

Section 3 - Chief Stewards - Rights and Responsibilities

The Company agrees to recognize one Chief Steward at each Site. The Chief Steward shall be responsible for assisting in the adjusting of other matters, employee complaints or grievances occurring under his jurisdiction as provided for in the Grievance Procedure contained herein.

Additionally, the Chief Steward shall be allowed to participate in all official business handled by any Union Steward at his or her Site. He shall be an employee of the Company selected from among those employees whom he represents. An employee while serving as a Chief Steward shall not be transferred or loaned from his or her site of jurisdiction so long as employees remain in the jurisdiction for which he or she is designated as Chief Steward. If a Chief Steward, for reasons other than temporary absence, becomes unable to fulfill his or her duties, resigns, quits or is otherwise terminated or discharged from employment, a replacement will be designated by the Union to replace him or her as soon as practical. The Chief Steward shall be selected from the stewards at each Site for that Site.

Section 4 - Temporary Steward Assignment

The Grand Lodge Representative or the Business Representative of the Union may appoint a temporary steward from among the workers of the aggrieved provided Human Resources is notified is notified prior to making such temporary appointment.

ARTICLE III
GRIEVANCE AND
ARBITRATION PROCEDURE

Section 1 - Introduction

Should differences arise between the Company and its employees with respect to any of the terms, provisions, classifications or rates and/or application covered by this Agreement, there will be no suspension of work, but an earnest effort will be made to settle such difference promptly in the manner hereinafter outlined.

Section 2 - Definitions

1. The term “grievance” as hereinafter used in this Agreement shall mean a claim by an employee in the bargaining unit that the Company has violated a specific provision(s) of this Agreement by action or omission of such action which the employee claims as a right given to him/her under such specific provision(s) of this Agreement.

2. The term “general grievance” shall mean any written claim by the Union of an alleged violation of a specific provision(s) of this Agreement of a general nature which cannot be settled by a shift supervisor or the Operations Manager or a dispute over the interpretation and/or application of the terms or provisions of this Agreement affecting employees within the bargaining unit. General grievances shall be initiated and signed by the Grand Lodge Representative or the Business Representative of the Union and submitted in Step Three to Human Resources.

Section 3 - Time Limits

1. There shall be no responsibility on the part of the Company to make an adjustment on any grievance unless it is submitted within five (5) working days from the date the aggrieved knew or should have known of the act or omission on which it is based. Failure to file a grievance or general grievance within the five (5) working days time limit shall render the grievance void.

2. No claims by an employee covered by this Agreement or by the Union against the Company shall be valid for a period prior to the date the grievance was first filed, unless the circumstances of the case made it impossible for the employee or the Union, as the case may be, to know that the employee or the Union had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty (30) working days prior to the date the claim was first filed as a grievance.
3. If the Union fails to so notify the Company of its intention within the time limits specified, the grievance shall be considered withdrawn.
4. It is the intent of both parties that grievances shall be handled promptly within the time limits specified in each step of the Grievance Procedure. However, time limits may be extended in any step of the Grievance Procedure by mutual consent.

Section 4 - Discharges and Reduction in Force

1. Discharged employees or an employee given a disciplinary layoff may request the presence of their steward for the purpose of filing a grievance before leaving the site, unless circumstances necessitate his/her immediate removal from the premises, in which case the steward, if requested, shall have the privilege of talking to the employee in a place designated by the Human Resources Representative or the designated representative.
2. Grievances regarding discharge, disciplinary layoff, or layoffs due to reduction in working force shall be initiated in Step Three of the Grievance Procedure and must be filed in writing within five (5) working days of the discharge or layoff. Failure on the part of the Union or employee to file such grievance within the time limits specified above shall render the grievance void.
3. The Company will, within 2 working days, furnish in writing to the employee the reason why such employee is being discharged.

Section 5 - Grievance Steps

1. Step One

- (1) In handling a request or complaint, employees and their steward may take up the request or complaint with the employee's shift supervisor during working hours without loss of compensation. The shift supervisor shall give an answer to the request or complaint within five (5) working days after presentation.
- (2) All settlements reached in this Step will be considered as being final and for the instant case only. Such settlements will be non-precedent setting and shall not be cited by either party in any other proceeding including, but not limited to arbitration.

2. Step Two

- (1) If a satisfactory settlement has not been reached in Step One, and if it is desired to process the grievance into Step Two, the grievance must be reduced to writing on the approved grievance form. Grievances shall be signed by the aggrieved employee and the employee's steward, except in cases where there is no designated steward immediately available to process the grievance. The grievance shall include the following:
 - (a) Statement upon which the grievance is based with a general description of the violation.
 - (b) The section(s) of the Agreement claimed to have been violated.
 - (c) The corrective action requested.
 - (d) The date and signature of the aggrieved employee and the Union steward.
- (2) Within five (5) working days after the date of the shift supervisor's answer in Step One, four (4) copies of the grievance form shall be presented to the employee's Operations Manager or designated representative. The Operations Manager or designated representative and the Steward shall meet within five (5) working days to review the facts submitted on the grievance form. The shift supervisor and the aggrieved employee may be present for the purpose of presenting pertinent information. If the Operations Manager or designated representative and the Steward are able to reach an agreement, it shall be final and binding on both parties. If they are unable to reach an agreement, either party may adjourn the meeting and the grievance shall be considered unresolved.

3. Step Three

- (1) If the grievance is not resolved in Step Two, it may be referred to the Human Resources Representative at the respective locations or the designated representative and the Union Grand Lodge Representative or the Business Representative or their designated alternate within five (5) working days after the case is placed in dispute in Step Two. The parties will meet within five (5) working days from the date the grievance is referred to Step Three in an effort to resolve the grievance. If a satisfactory settlement is not reached, it may be referred to arbitration in accordance with Article III, Section 6, of this Agreement.
- (2) Grievances regarding discharge or layoff shall be heard within five (5) working days following referral by the Union to Step Three.
- (3) Designated representatives of the Company and/or the Union shall not handle a grievance in this step of the Grievance Procedure if such a representative has been a signatory to a grievance in prior steps of the Grievance Procedure.
- (4) By mutual agreement, the parties may waive step three.

Section 6 - Arbitration

- (1) If the grievance is not settled in Step Three, the matter may be referred to arbitration by the Union within five (5) working days. If written notification is not received by the Company within five (5) working days, the grievance shall be considered closed and not eligible for arbitration consideration. If recourse is to arbitration, the Union shall notify the Company in writing that it desires the case to be arbitrated.
- (2) The Union shall immediately request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons from which the Arbitrator shall be chosen.
- (3) Upon receipt of the Federal Mediation and Conciliation panel of arbitrators listing, the parties shall meet within five (5) working days and shall alternately strike one name from such a list (the right to strike the first name having been determined by a flip of a coin) until only one (1) name remains and that person shall be the arbitrator. At this meeting, the parties shall set forth in writing the issue to be the subject of arbitration.
- (4) Any grievance certified to arbitration which is not arbitrated within one year of the certification of the arbitration will be considered closed and is ineligible for arbitration

consideration unless extended by mutual agreement between the parties.

The fee of the arbitrator and the necessary expenses (exclusive of any payment to witnesses) of any arbitration proceeding shall be borne equally by the Company and the Union, except that each party shall pay the fees of its legal counsel or representative. If employees or other witnesses are called by the Company, the Company will reimburse them for time lost. If employees are called in as witnesses for the Union, the Union will reimburse them for time lost. The function of the arbitrator shall be to determine controversies arising out of or within this Agreement and the Arbitrator shall have no power to arbitrate away in whole or in part, or to add to or subtract from, or to change any of the terms or provisions of this Agreement. Arbitration hearings shall be heard at a location and date mutually agreed upon by the parties. The parties hereby explicitly authorize the Arbitrator as selected in accordance with the terms of this Agreement to address alleged violations of the National Labor Relations Act brought by either party in such a fashion that any allegations simultaneously filed with the NLRB may be deferred to the parties arbitration procedure which is the parties' preferred method of addressing these matters.

ARTICLE IV
SENIORITY & EMPLOYEE PLACEMENT

Section 1 - Seniority

A. Definitions

1. Layoff - Refers to an action involving reductions in force within a classification which results in a termination from active service or reclassification of employees affected.
2. "Previously held" as used in this Article will mean in cases of layoff and recall that the employee:

As evidenced by the employee's Employment Record, satisfactorily performed work in the affected classification in the past at the Company's locations, for a minimum of thirty (30) days and subsequent to the employee's last seniority date, the same job as set forth in the job descriptions in effect at the time.

B. Basis of Seniority and Establishment of Seniority Rights

1. Seniority is defined as including the whole span of continuous service with the present contractor, or successor, and with predecessor contractors, in the performance of similar work.
2. Seniority date shall be as follows:
 - a. Soft Landing (Department 7395) is defined as FAA employees who transitioned to Lockheed Martin on October 4, 2005 and provided continuous service to the Lockheed Martin AFSS Program. There are no hires, re-hires, or transfers (excluding recalls) into this department. Employees in Department 7395 seniority date is determined to be October 4, 2005.
 - i. For tie breaking purposes, the employee having the earliest FAA service date on record with the Company shall be considered to have the greater seniority.
 - ii. For employees with the same FAA service date, the lowest last four numbers in one's social security number shall be considered having the least seniority for tie-breaking purposes.
 - b. All other employee's seniority date is the employee's most recent date of hire

with Lockheed Martin.

- i. When two or more employees in a job classification have the same seniority date, the employee having the earliest Full Performance Level (FPL) date shall be considered to have the greater seniority for tie-breaking purposes.
 - ii. For employees with the same hire date and FPL date, the lowest last four numbers in one's social security number, shall be considered having the least seniority for tie-breaking purposes.
3. It is the intent of the Company to notify the Union as early as practical of reorganizations involving a substantial number of employees represented by the Union.

C. Probation

A new employee shall not acquire seniority under this Agreement until the expiration of 120 calendar days of continuous service following employment. If such employee shall be continued in the employ of the Company after the 120 calendar day period, the length of continuous service shall be computed from the date of employment. Any action of discharge or layoff by the Company during said 120 day probationary period shall not be subject to the grievance procedure or arbitration. There will be no responsibility for the re-employment of probationary employees if they are laid off or discharged during this period.

D. Accumulation of Seniority

In the following cases, except for probationary employees, seniority shall accumulate to employees as follows:

1. Employees who are on the active payroll of the Company and in the bargaining unit.
2. Employees on an authorized leave of absence.
3. Employees shall continue to accumulate seniority while on layoff for a period of twenty four (24) months.

E. Loss of Seniority

An employee will lose seniority for any of the following reasons:

1. Resigns (a three working-day unreported absence without a reasonable explanation shall be considered a resignation); if such absence is beyond the employee's ability and control to give such reasonable notice it shall be subject to the Grievance and Arbitration procedure.
2. Dismissed for just cause.
3. Layoff for a period in excess of twenty four (24) consecutive months.
4. Failure to return from an approved leave of absence exceeding 12 consecutive months, unless otherwise permitted as the result of a reasonable accommodation offered by the Company.
5. Should an employee refuse recall to a site, he/she will remain on the recall list; however, the employee will lose recall to that site.
6. Retirement
7. Fails to Accept or Report Upon Recall from Layoff

If the employee fails to notify the Company within three (3) working days from the date appearing on the receipt returned from a certified letter or within six (6) workdays from the postmark of a certified letter addressed to the employee's last address shown on the Company's records and/or fails to report to work within three (3) working days from date of their notification to the Company of the employee's intention to return to work. The Company, at its discretion, may extend this three (3) day period.

When employees are on an approved leave of absence, approved vacation, or are absent from work due to cases of emergency and are not able to return to work as previously scheduled, they will request an extension prior to the expiration of their

regular leave by notifying their supervision, if possible, and will give a telephone number and address where they can be reached. If this request is denied, loss of seniority will occur. Denial of the request shall be subject to the grievance and arbitration procedure of this Agreement.

F. Layoff

Employees shall be laid off in the order stated:

1. Probationary employees;
2. Lowest senior employee(s) in the classification at the site where the surplus action is initiated.

Chief Stewards and Stewards at the site shall be the last employees laid off from the bargaining unit within their job classification, provided work is available.

Employees who, due to a change in Union status, lose super-seniority granted and whose seniority in their current classification at their site is less than employees already on layoff status for such classification for that site will be laid off. Subject to Section 1, Subsection I, the company shall recall the highest senior employee that has been laid off.

The Company will give employees at least thirty (30) working days' notice prior to layoff.

G. Temporary / Emergency Layoff

The provisions of section 1, subsection F of this article will not apply to layoffs of twenty (20) days or less which are caused by emergency conditions (provided probationary employees are in administrative not operational training). Temporary/Emergency Layoffs shall not exceed twenty (20) consecutive days without a mutual agreement to extend for a longer period of time. Temporary/Emergency Layoffs are not to interfere with an employee's seniority rights as previously addressed in this Agreement.

H. Voluntary Layoff

Employees wishing to volunteer for layoff ahead of less senior employees may submit a request in writing to their supervisor, with a copy to the Union, to receive consideration for a voluntary layoff under the following conditions:

1. There must be a pending reduction in force which would affect the employee's current classification.
2. Operational needs will determine the employee's eligibility.
3. Requests for layoff that meet the above eligibility requirements will be approved on the most senior basis of those desiring layoff at the site where the layoff is initiated.
4. An employee approved for voluntary layoff will be placed on the recall list per the following:
 - (a) Employees that are granted a voluntary layoff will be appropriately identified and placed at the bottom of the recall list. After three (3) months, an employee may elect to return to the proper seniority order on the recall list by submitting a written request to the appropriate Human Resources representative.
 - (b) The employee will not have the right to displace less senior employees who remain on the active payroll.
 - (c) The employee must comply with all change of address notification requirements required by this Agreement.

I. Recall

Vacancies in a job classification shall be filled by employees who have maintained seniority rights.

Employees will be recalled, by job classification, in inverse seniority order of their layoff. Employees accepting a downgrade in lieu of layoff will have recall rights to all classifications they previously held. Such recall rights shall be by seniority.

The Company will send recall notices, by certified mail, to employee's last official address. The employee must accept recall in accordance with Section 1, subsection E 7 of this Article, or shall

lose seniority. Employees must be ready to report on the start date and be medically certified to perform the available work. In the event an employee is not able to medically certify, but will be able to medically certify within thirty (30) days of the recall start date, the employee shall provide written notification to the Company within five (5) days of receipt of the recall notice. Subject to Medical Review Officer (MRO) approval, the employee may be permitted to delay their start date, up to a maximum of thirty (30) days. Should the MRO fail to review the fully completed return to work request within thirty (30) days, the return to work date may be extended.

Short-Duration: An employee offered a recall from layoff that is expected to last less than thirty (30) days may decline such offer and still retain recall rights to the classification held at time of layoff.

Disability Recalls: Employees who are medically certified as disabled or incapacitated during recall will be bypassed but retain recall rights for future job openings not to exceed a period of twelve (12) consecutive months.

J. Employee Transfers

Consideration shall be given to employees in seniority order who have filed written requests with the Company and who are competent to fill the vacancy. All transfers will be subject to Company approval.

Employee swaps will require the approval of both Operations Managers at the respective sites and the Operations Director for the AFSS Program. Any complaints arising out of the administration of this section are not subject to the grievance procedure.

K. Return to Work After Medical Leave

An employee who has been downgraded or laid off due to medical limitations and whose medical condition subsequently improves sufficiently to allow them to perform the required work shall be returned to their former job classification. The foregoing will apply provided work is being performed in such job classification and provided further that their seniority entitles them to such placement when compared to the seniority of employees in such job classification. If their seniority is not sufficient to return them to their job classification, they will be granted recall status subject to the provisions of this Agreement. Their recall status will commence on the date they would have been subject to layoff action or the date on which their medical condition

is sufficiently improved to allow them to perform the required work, whichever occurs first.

Section 2 - Promotions

1. When a vacant position arises, the most qualified employee who applies at that site shall be considered for promotion. When qualifications are deemed equal, the most senior employee will be selected for the position before any new employee or employees are hired to fill such position or vacancy provided such employee is available on the Company's active payroll.
2. The Company shall announce openings vacant positions become available. A notice of available openings for positions covered by this Agreement at the location where the opening exists shall include qualifications and shall be posted internally on the Company bulletin boards at that location for no less than 7 days.
3. If there is a disagreement between the Company and the Union as to the employee's qualifications, it may be referred to article III, section 5 #2, Step Two of the Grievance Procedure.
4. Employees selected for promotion shall receive all pay benefits from the day of promotion.

Section 3 - New or Revised Job Classifications

- A. It is recognized that changing conditions and circumstances may require the establishment of new or revised job classifications within the collective bargaining unit heretofore defined because of changes in job content growing out of the introduction of new services, changes in equipment or in method of processes. The Company shall furnish the Union with the new or revised job descriptions and shall submit for its approval the rate. The Company shall send by certified mail a copy of any new or revised job description, including rate of pay to the Union ten (10) days prior to placing it into effect. If Agreement regarding the rates for newly established job classifications and rates and revisions for previously agreed to classifications has not been reached after ten (10) working days, the Company may place the job classifications into effect. The Union will have the right within five (5) days thereafter to file a "grievance general in character" over any alleged improper application of such rates. If the Union does not file a grievance

within the time limit specified above, the rates established by the Company will be considered to be fair and equitable and will remain in effect.

- B. The Company, in describing, determining the application and assigning rates for these new job classifications herein affected, will apply any known comparable wage determination technique(s). Such information will be supplied to the Union.

ARTICLE V
LEAVES OF ABSENCE

Section 1 - Introduction

The Company and Union agree that requests for leaves of absence without pay will be for the following reasons: illness, injury, military, Union business and personal. Granting or disallowance of leaves will be subject to the provisions set forth in this Article. The Company will provide the Union with notice of all approved leave of absence monthly.

Section 2 - Military Leaves

Consistent with Company policy, any employee who establishes proof of entering active duty in the U.S. uniformed services will be granted a leave of absence in accordance with the laws of the United States government, governing same, at the time such leave is taken.

For employees scheduled to work during the weekend who serve in the U.S. uniformed services:

- The Company will attempt to accommodate weekend duties (occurring on one day of a two day weekend) such that the one day is rescheduled for a Monday through Friday schedule within the same week.
- Employees will exhaust the military leave provided under Company policy before consideration of the rescheduled day, and prior to allowing for vacation, floating holiday or ANP.
- The remaining weekend day would be coded as vacation, floating holiday or ANP.

Given the complexity of the schedule, this accommodation must meet operational requirements and the time off between shift requirements. Accordingly, the Company will attempt to make alternative arrangements when possible. Employees shall provide the Company with as much advance notice of the leave as possible to allow the Company sufficient time to review and respond to the employee's request. The employee shall forward the requested accommodation to the Operations Manager for consideration. Any complaints regarding this provision are not subject to the grievance procedure.

Section 3 - Leaves for Union Business

1. All requests for leaves of absence for Union business shall be submitted to the Company in writing prior to the employee's absence from work.
2. Employees who leave their employment with the Company to become full-time Union representative(s) will be granted leave(s) of absence with seniority rights unimpaired, provided that they have had twelve (12) months of continuous employment with the Company.
3. Leaves of absence for Union business will terminate if the employee fails to return to work within thirty (30) working days following completion of such Union employment. Request for such leave of absence will be made to cover "the term of office" for renewable periods of four (4) years.

Section 4 - Personal Leaves

Upon written application, a leave of absence may be granted for personal reasons at the sole and exclusive discretion of the Company, for a period not to exceed fifteen (15) days per calendar year. The Union will be notified in the event any such leave is extended beyond fifteen (15) calendar days. Requests for personal leave may be approved by the Company subject to operational requirements. Personal Leaves will not be granted if earned paid time is available to the employee.

Section 5 - Industrial Injury Leaves

Employees away from their jobs because of a compensable on the job injury as defined by state laws or regulations will be given a leave of absence and shall accrue length of continuous service not to exceed one (1) year while on worker's compensation.

ARTICLE VI
WORKPLACE CONDITIONS

Section 1 - Labor/Management Committee

The Company and the Union recognize that a harmonious working relationship is beneficial for meeting the needs of the customer and the employees. To that end, the parties may establish Labor/Management Committees at each site. The local parties may develop a charter, detailing frequency, timing, etc., based upon the following parameters:

- Meeting schedule may be of a frequency up to one meeting/month.
- Agenda items will be submitted one week in advance to a designated representative of the Company and Union, respectively, and may include but are not limited to flex, building maintenance, safety, etc.
- The Committee will comprise an equal number of Company and Union representatives, up to three (3). Company representatives will be determined based on submitted agenda items.
- Meeting duration may be up to one hour.

These committees shall not discuss or make decisions that impact or alter the terms of this agreement.

Section 2 – Areas of Responsibility

The parties have agreed that it is advantageous for the program, the employees, and the customers to have employees take calls within their primary and secondary Areas of Responsibility (AOR). Currently, employees are answering calls in their primary and secondary briefing AOR's (at a level above 90%). We will continue to maintain this focus and will meet periodically to review our progress.

Specialists shall not be required to maintain certification on more than one primary AOR and one secondary AOR.

Except in emergency or exigent situations (and between the hours of 12:00am and 4:30am), no specialist will be required to log on to more than one work station at a time. However, due to the

operational configuration of the Honolulu AOR, specialists assigned to the Honolulu AOR may be required to log on to more than one work station outside of the 12:00am to 4:30am time frame.

Section 3 - Call Transfer

It is the responsibility of the specialist to provide pilots with whatever information and assistance as may be necessary from approved sources for planning and executing a safe flight in accordance with Lockheed Martin and Federal Aviation Administration (FAA) requirements. A transfer of a call is warranted and acceptable if the specialist or pilot determines that additional information can be provided by transferring the caller, with the pilot's full understanding, to a specialist who can better satisfy the pilot's needs.

In the event that a specialist determines a need to transfer a call exists, the following expectations are required to be met prior to the transfer:

- Answer the incoming call appropriately.
- Obtain background information that allows the specialist to determine the needs of the pilot.
- Provide the requested information to the best ability of the specialist.
- The specialist must log the transaction. The information logged should include the date, time, workstation, ACID (Aircraft Identification), and reason for the transfer.

Section 4 – Evaluations

When an employee is given an evaluation by management, they will be notified as soon as practical.

Section 5 – Complex Calls

It is recognized that after a complex call the standard 15 second reset between briefs does not always allow sufficient time to wrap up. For this reason, it is acceptable for an employee to go off line for up to one additional minute at the completion of the call.

Section 6 - Semi-Annual Labor Relations Meeting

The parties recognize 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 meetings for the purpose of discussing issues affecting the collective bargaining relationship. The attendees shall be determined by each party, but shall include at least one (1) member of management from the AFSS Program and one (1) member from the IAM International Union. The meetings shall be scheduled at mutually convenient times and at a mutually convenient location.

ARTICLE VII
BASIC WATCH SCHEDULES

During the course of negotiations, the parties met to discuss watch schedules. The following confirms the understanding reached between the Company and the Union on this subject.

Section 1: The Basic Watch Schedule defines the days of the week, hours of the day, rotation of shifts, and days off for employees.

Section 2: Based on operational requirements as determined by the Company, a Basic Watch Schedule shall be set on an annual basis, normally on December 1, to become effective the second Monday in January of the following year. During the period November 1 through November 30 of each year, employees shall be given an opportunity to identify their schedule preference in writing to the Company. Assignments to the Basic Watch Schedule shall be made in order of the most senior, qualified employee.

Section 3: Between the period August 1st through October 1st of each year, the Company and the Union will conduct a meeting to discuss the following year's schedule. The Company will determine the number of specialists per Area of Responsibility (AOR) by facility and will determine the staffing requirements by half hour. The Company will provide the Union these numbers no later than six (6) weeks before this meeting.

The Company and the Union will use the 30 days prior to this meeting to work on opportunities for alternate and/or compressed work schedules locally for each site.

Union representatives will have the opportunity to review the staffing requirements and develop schedules that meet these requirements. In the event that a mutual agreement cannot be reached in time for the schedule bid to be started by November 1, as required above, management will provide a Basic Watch Schedule that meets the requirements and will conduct a schedule bid according to seniority.

Section 4: The most senior qualified employees will be given preference to assignments to the facility Basic Watch Schedule within their respective AORs. Seasonal shifts to the Basic Watch Schedule that have been identified prior to the bid process shall be reflected on the affected lines, including affected dates and times. Any subsequent seasonal changes to the Basic Watch Schedule shall be given with 30 days' notice.

A one-time schedule change to an employee's assignment is not considered a change to the facility Basic Watch Schedule. Employee schedule changes should be done on an equitable basis and with as limited number of changes as possible. Employee schedule changes will be reviewed quarterly by the local labor management committees and at the Labor Relations Summit Meetings.

A change of an individual assignment shall be given with a minimum of twenty-one (21) days' notice with the exception of employees volunteering to change shifts or for the scheduling of training.

Should the Basic Watch Schedule need to be reset during the year due to operational requirements, the annual process as noted above will be utilized in the appropriate AOR and facility. If the facility Basic Watch Schedule is changed, assigned employees shall receive thirty (30) calendar days' notice should their schedule change.

If operational requirements cannot be met by canvassing for volunteers, it is understood that management may schedule mandatory overtime as necessary.

Section 5: Should the Basic Watch Schedule need to be reset during the year due to operational requirements, the annual process noted above will be utilized in the appropriate AOR and facility.

Section 6: Operational requirements permitting and with management approval, employees may trade shifts with other qualified employees. Schedule swaps must meet the following criteria:

- a) All parties involved are in agreement and have duly executed and signed a standard form provided by management.
- b) All parties are equally certified on all positions, including EFAS if applicable, and all AORs.

- c) Swaps shall be made to the facility Basic Watch Schedule as soon as practical.
- d) Swaps shall be canceled if any specialist involved transfers to another facility or leaves the bargaining unit as a result of resignation, promotion, disability, or termination.
- e) Swaps may be canceled when requested in writing by all specialists involved.

Section 7: In the event a schedule line is permanently vacated:

- a) Management will determine whether the vacated line will be backfilled or eliminated.
- b) If Management determines the vacated line will be backfilled, Management will identify a group of eligible specialists for the line based on operational requirements.
- c) The open line shall be submitted to the Union to bid and offered to the next eligible specialist according to the original bid order, within the respective AOR and facility, and continue in that order until filled.
- d) Once accepted, the newly vacated line will be examined by management. If it is to be backfilled, it will be offered to the next eligible specialist in line. This process shall continue until the original bid order has been completed.
- e) If no specialist accepts a line that management determines is to be backfilled, it will be assigned to the least senior eligible specialist with not less than 30 days' notice.

Section 8: In the event a schedule line is added during the year, due to hiring, transfer, or other reason:

- a) Management will identify a group of eligible specialists based on operational requirements.
- b) The line shall be offered to eligible specialists within the respective AOR and facility in the original bid order.
- c) If the line is accepted, the newly vacated line shall be offered to the next eligible specialist in line.
- d) This process shall continue until the original bid order has been completed.
- e) The line that has not been selected shall be assigned to the new specialist joining the facility.
- f) In the event of a transfer, the transferring specialist shall take his or her rightful place in seniority for the next schedule bid.

Section 9: Deviations in the facility Basic Watch Schedule process or selection order may occur by mutual agreement of the Local Union and Company representatives.

Section 10: During the period November 1 through the second Monday in December of each year, but after the schedule selection is complete, employees shall be given an opportunity to identify their leave preference for that year in writing to the Company. The process and procedures for that selection shall be established by mutual agreement between the Company and the Union at each site, to be administered consistent with the vacation scheduling provision in the Wages and Benefits article. In the event that a mutual agreement cannot be reached by December 1, the Company will provide the process and procedures to be administered.

Section 11: Additionally, with operational requirements permitting, and with supervisory approval, employees may flex their scheduled shift for up to one (1) hour. Requests will be considered no more than twenty-four (24) hours and no less than one (1) hour prior to the assigned shift. Flexing shall not create additional shift premium pay.

A standardized flex request form shall be developed and utilized with input from the Union and management, and agreed upon by both parties. If, at the time the flex request is submitted, staffing would permit leave approval for the time frame vacated by a flex request, then the flex should be approved.

Only the time period being vacated by the flex will be considered.

In the event a supervisor is not available, a flex request may be handled by a Designated Lead Specialist.

Any complaints about flex will not be subject to the grievance procedure.

ARTICLE VIII
WAGES AND BENEFITS

Section 1 - Compensation

A. Lump Sum Wage Supplement

Employees on the active payroll as of April 25, 2016, will receive a lump sum wage supplement of \$1,500.00 to be paid to employees effective no later than the first pay period in May, 2016. Payment of the lump sum wage supplement is contingent upon written confirmation of the acceptance of the agreement by 5:00pm EST on March 31, 2016.

B. Wage Scale - See Appendix "A"

Section 2 - Employee Group Insurance

Effective January 1, 2013, employees may participate in the Company sponsored Health & Welfare plans, including the Employee Assistance Program (EAP). The Company maintains the right to pass through improvements, modifications, changes, or employee premiums to these plans at any time. Any elimination contemplated to these plans will only be as a result of Lockheed Martin Information Systems and Global Solutions, Civil no longer offering the specific plan. If and when these situations arise, the Company will notify the Union prior to taking such action.

For the benefit plan year 2017, and for the term of the Agreement, the Company will pay seventy percent (70%) of the annual medical premium and the employee's annual medical contribution shall be thirty percent (30%).

For the term of the Agreement, the Employee's medical contribution will not increase by more than 10% per year.

For the benefit plan year 2013, and for the term of the Agreement, the Company will pay fifty percent (50%) of the cost of the Dental Comprehensive Plan and the Dental Network Plan. For the Comprehensive Plus Dental Plan, the employee will continue to pay the difference between the cost of the Comprehensive and the Comprehensive Plus Dental Plan.

For the benefit plan year 2013, and for the term of the Agreement, the Company will pay 50% of the cost of the Vision Plan if employees elect such coverage.

Effective January 1, 2013, and for the term of the Agreement, employees opting out of medical coverage as defined above shall receive \$50.00 per week added to their gross weekly pay.

Lockheed Martin Corporation employees/retirees who are married to (or dependents of) other Lockheed Martin Corporation employees/retirees cannot be covered under the plans as both an employee (or retiree) and also as a dependent. LM employees/retirees may elect to waive coverage and be enrolled under their LM spouse/parent's plan or they may both elect single LM coverage. In addition, any eligible dependents can only be covered by one Lockheed Martin Corporation employee or retiree. If you are covered as a dependent under any medical plan offered by the Company, the opt-out credit is not available to you.

Recognizing the impending implementation of health care legislation in 2018 and beyond, it is the intent of both the Company and Union that none of the benefits provided in connection with the aforementioned health insurance benefits (e.g. medical, health care spending accounts) will cause the application of an excise or High Cost Coverage Excise Tax (Cadillac Plan Tax) as a result of providing such benefits with respect to The Patient Protection and Affordable Care Act (the "PPACA"). Accordingly, in order to avoid such a tax and in keeping with the intent of the parties, the Company reserves the right, both during the term of this Agreement and after its expiration, to amend, modify and/or discontinue the health insurance benefits provided above for the purpose of avoiding implementation of a High Cost Coverage Excise Tax pursuant to PPACA.

Section 3 – Travel

Employees will be reimbursed for lodging, airfare, mileage, and meals according to the Company travel policy. The Company will provide travel/accident insurance, in accordance with Company policy.

Employees will be reimbursed mileage in accordance with Company policy when they use their personal vehicles for transportation to and from Company designated alcohol/drug testing locations. Site management will communicate the location and route to the employees and provide the appropriate reimbursement form. If there is a change in the testing location, management will direct employees accordingly, including the new round trip mileage distance. In order to receive reimbursement, each employee must submit an LM Travel-ERS Expense Report form. In order to be reimbursed for their mileage, they must complete and submit the Expense Report within two weeks of the testing event. Expense forms received after two weeks of the testing event will not be processed.

Section 4 –Premiums

Shift Premium:

A ten percent (10%) shift premium shall be paid in addition to an employee's regular base rate for the following:

- All hours worked between 6:00 p.m. to 6:00 a.m.

Holiday Premium:

Effective January 1, 2013, a ten percent (10%) premium shall be paid in addition to an employee's regular base rate when an employee works on the following holidays:

- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving
- Christmas

Section 5 - Overtime

An overtime premium rate of time and one half (1-1/2) per hour for the following:

- 1) Time in excess of forty (40) hours paid in a work week.
- 2) All work on an employee's scheduled day off with a minimum of four (4) hours.
- 3) All Call in and/or Hold over hours paid with a minimum of two (2) hours each if worked.

Section 6 - Lunch and Break Times

A. Lunch

The Company shall provide employees a thirty (30) minute unpaid lunch period. The employee will not take their lunch period within the first or last hour of their shift; however, an employee shall not be required to take a lunch period earlier than two and one half (2 ½) hours after the start of their shift or later than two and one-half (2-1/2) hours before the end of their shift, unless operational needs dictate otherwise.

B. Breaks

The Company shall provide the following paid rest periods – no less than two (2) fifteen (15) minute rest periods during each regular shift, not to be taken within the last hour of the shift. Requests for breaks shall not be unreasonably denied by the Company. When the supervisor knows in advance that employees are going to work a minimum of two (2) hours in excess of their regular shift, the Company agrees to provide a fifteen (15) minute rest period at the end of their regular shift.

Section 7 - Vacations

Employee vacations shall be accrued monthly consistent with current practice on the following basis using the employee date of hire with the Company:

- 0-5 years 80 hours
- 5-15 years 120 hours
- 15 + years 160 hours

Employees shall be allowed to accumulate up to 320 hours of awarded vacation hours. All unused awarded hours in excess of the 320 hour limitation shall be paid to the employee on the first pay period of each year. Employees exiting the active payroll shall be paid for all unused awarded hours as soon as possible after exiting the active payroll. Employees currently in department 7395 (soft landing) shall continue to accrue vacation at their current monthly accrual rate.

Normally, vacation shall be scheduled and approved in advance. Exceptions include absences covered under the Family and Medical Leave Act (FMLA) or certified as Intermittent FMLA. Effective January 1, 2013, a minimum of 50% of the vacation balance the employee will accrue for the year must be scheduled annually during the prime time leave scheduling process.

Effective January 1, 2013, consistent with Company policy, a maximum of 40 hours of vacation may be advanced to the employee per year. The company will allow employees to use Vacation Advance in less than full day increments provided a request is made in advance and the Vacation Advance can be earned (paid back) within the same calendar year the vacation was advanced. If the employee terminates prior to accruing the advanced vacation, the remaining balance will be

deducted from the employee's final pay check.

Effective July 1, 2012, employees on an authorized leave of absence, up to a maximum of twenty-six (26) weeks, will continue to accrue vacation.

Section 8 - Sick Leave/Personal Business Hours

Employees shall be credited with 40 hours of sick leave/personal business per year. Such credit of hours shall be applied effective January 1st of each year. Effective January 1, 2013, a maximum of forty (40) additional hours of leave may be used as sick leave. Absences may be excused if the employee provides appropriate documentation from a certified medical provider of illness or disqualifying medication.

Section 9 – Absence No Pay

Absence No Pay (ANP) will not be approved if any earned paid time over 40 hours, is available to the employee. This includes absences covered under the Family and Medical Leave Act (FMLA) or certified as intermittent FMLA. Effective January 1, 2013, unexcused absences will be coded as ANP and will be subject to the discipline procedure.

Section 10 – Floating Holidays

Effective January 1, 2013, and for the term of the Agreement, the employee will receive ten (10) floating holidays each calendar year. Holidays are granted for a calendar year and must be used within that calendar year. Floating holidays can be used at any time throughout the calendar year, based on employee preference and operational need, with management approval, and must be used by December 31 of each year. Floating holidays must be scheduled in advance and may be taken in half-hour increments. There will be no payout of unused floating holidays.

New hires and rehires are eligible for floating holidays based on their start date as indicated in Exhibit A below:

EXHIBIT A
Floating Holidays for Employees are Pro-rated Based on Start Date

<u>Period of Hire</u>	<u>Hours For Use By Employee</u>
Prior to March 31	80 hours
April 1 to June 30	60 hours
July 1 to September 30	48 hours
October 1 to December 1	32 hours

Employees who terminate employment (either voluntarily or involuntarily) will be required to pay back all floating holiday hours that were used prior to their accrual, per Exhibit B below.

EXHIBIT B
Floating Holidays for Employees are Pro-rated For Purposes of Pay Back to the Company, Based on Termination Date

<u>Period of Termination</u>	<u>Hours Owed to Company</u>
Employee Terminates January 1 to March 31	Floating holiday hours used over 24 hours
Employee Terminates from April 1 to June 30	Floating holiday hours used over 35 hours
Employee Terminates from July 1 to September 30	Floating holiday hours used over 52 hours
Employee Terminates October 1 to December 1	Floating holiday hours used over 72 hours

Section 11 - 401k Contributions

The Company shall continue the 401k plan, Operations Support Savings Plan, with a four percent (4%) Company contribution, which employees can elect to receive as a cash-addition to their weekly wage (CODA) instead of a contribution to the 401K. Employee is immediately and 100% vested in any and all contributions and investment gains from such. By mutual agreement between the parties, the Operations Support Savings Plan may be replaced with another savings plan.

Section 12 - Educational Assistance

Employees shall be allowed to participate in Company supplied educational assistance programs according to the Company policy.

Section 13 - Fitness Reimbursement

The Company program in effect shall be offered to employees for those wishing to participate.

Section 14 - Additional Pay Issues

A. Pay For Union Representation Time

The Parties agree that the Stewards or Chief Steward performing the agreed to duties as defined within the scope of the Union Representation article of this Agreement shall be paid by the Company up to four (4) hours of time spent for stewards at the Hubs per work week and up to two (2) hours of time spent for stewards at the C-Sites per work week at their current full rate of pay.

B. Company Policies, Plans, and/or Programs Concerning Pay Issues

The parties agree the current company policies, plans, and/or programs in effect shall be applied and made available for all bargaining unit employees. The company reserves the right to pass through improvements, modifications, changes, or employee premiums to these policies, plans and programs at any time. Any elimination contemplated will only be as a result of Lockheed Martin Information and Global Solutions, Civil no longer offering the specific policy, plan or program. If and when these situations arise, the Company will notify the Union prior to taking such action:

- Short-Term Disability
- Long-Term Disability
- Employee Term Life
- Group Universal Life
- Employee & Dependent Special Accident
- Employee & Dependent Optional Life
- Business Travel Accident
- Jury Duty Pay
- Bereavement Pay
- Military Pay
- Quit for Life Tobacco Cessation Program
- Adoption Assistance Program
- Commuter Assistance Program
- Employee Discounts Program
- Group Auto/Homeowners/Excess Liability Insurance
- LifeMatters® Employee Assistance Plan

- Matching Gift Program
- Scholarship Program
- Service Anniversary Gifts
- Health Care Spending Account
- Dependent Care Spending Account

Section 15 – Recognition and Awards

A. The parties agree that the use of awards is an excellent incentive tool for increasing productivity and creativity of bargaining unit employees by rewarding their contributions to the quality, efficiency, or economy of the operation. Effective January 1, 2013, and for the term of the Agreement, the Company agrees to consider granting a cash, honorary, or informal recognition award to an employee individually or as a member of a group, in accordance with the Company policy. Such program will not be subject to the grievance procedure.

ARTICLE IX
DISCHARGE AND DISCIPLINE

- A. Just Cause- No employee shall be disciplined without just cause. Any employee who has been discharged shall be granted an interview with his Union Steward or Committeeperson, before he is required to leave the premises, unless circumstances necessitate the employee's immediate removal from the premises or if the Union Steward or other representative is not immediately available.

- B. Representation- In accordance with the rights provided by law, an employee may request representation by his Union Steward.

ARTICLE X
DURATION

This Agreement shall be effective April 25, 2016 through April 26, 2020. This Agreement shall remain in full force and effect during the above period, and thereafter shall be automatically renewed from year to year, unless one party or the other gives notice in writing at least sixty (60) days prior to the expiration of the CBA of amendments desired. In the event of a failure of the parties to reach an Agreement upon such modifications or amendments by the termination date or the terminal date of any subsequent yearly period for which the Agreement remains in full force and effect, either party, at anytime thereafter, may terminate this Agreement upon giving five (5) days prior written notice to the other party.

APPENDIX A
WAGE SCALE

Location, Position	Current	Year 1 3.0%	Year 2 3.0%	Year 3 2.5%	Year 4 2.5%
Effective Date		10/3/2016	10/2/2017	10/1/2018	10/7/2019
Ashburn, VA Flight Service Specialist I	\$37.25	\$ 38.37	\$ 39.52	\$ 40.51	\$ 41.52
Ashburn, VA Flight Service Specialist II	\$48.33	\$ 49.78	\$ 51.27	\$ 52.55	\$ 53.86
Fort Worth, TX Flight Service Specialist I	\$36.86	\$ 37.97	\$ 39.11	\$ 40.09	\$ 41.09
Fort Worth, TX Flight Service Specialist II	\$47.82	\$ 49.25	\$ 50.73	\$ 52.00	\$ 53.30
Prescott Valley, AZ Flight Service Specialist I	\$35.49	\$ 36.55	\$ 37.65	\$ 38.59	\$ 39.55
Prescott Valley, AZ Flight Service Specialist II	\$46.03	\$ 47.41	\$ 48.83	\$ 50.05	\$ 51.30
Miami, FL Flight Service Specialist I	\$37.38	\$ 38.50	\$ 39.66	\$ 40.65	\$ 41.67
Miami, FL Flight Service Specialist II	\$48.48	\$ 49.93	\$ 51.43	\$ 52.72	\$ 54.04
Raleigh, NC Flight Service Specialist I	\$36.57	\$ 37.67	\$ 38.80	\$ 39.77	\$ 40.76
Raleigh, NC Flight Service Specialist II	\$47.43	\$ 48.85	\$ 50.32	\$ 51.58	\$ 52.87

1. Flight Service Specialist Level IIs performing Designated Lead Specialist (DLS) functions will receive a 5% wage premium for all approved time worked in this capacity.
2. Beginning October 1, 2012, Flight Service Specialist Level I and Flight Service Specialist Level II employees performing On the Job Training Instructor (OJTI) functions will receive a 5% wage premium for all approved time worked in this capacity.

APPENDIX B
JOB DESCRIPTIONS

Flight Service Specialist I

This is a developmental position. Trains to provide all necessary information required for a pilot to safely complete an intended flight and assist the pilot as requested. This includes weather information, en-route and terminal, both present and forecast, along with hazardous phenomena that might impact the type of aircraft being flown. Also trains in providing aeronautical information pertinent to the route of flight such as restricted areas, Notices to Airmen (NOTAMs), delays, etc. Learns to provide any other information determined to be necessary either by the pilot or his/her judgment. Learns to constantly stay aware of the overall weather situation by scanning both alphanumeric and graphical displays. Learns to process instrument and visual flight rules flight plans and when to initiate search and rescue actions for overdue aircraft. Must also learn proper communications techniques while working the in-flight position and how to handle emergency situations or requests for flight assistance by disoriented pilots. Learns to compile, evaluate, record, and disseminate data. Accurately routes and distributes received flight data information. Addresses outbound traffic as required. Posts all new flight data accurately and promptly. Uses authorized abbreviations. Revises flight data promptly as necessary. Correctly formats/edits all messages. Classifies, formats, and distributes NOTAMS as prescribed. Uses prescribed procedures to ensure computer entries are correct. Works under immediate supervision at the assignment to a new kind of work, but once checked out for particular position (s) of operation independently performs the described duties under general supervision.

Promotion to Flight Services Specialist II is obtained two (2) years after Phase 1 graduation and requires certification on all positions within their facility, and active in the personnel system.

Flight Service Specialist II

In accordance with Lockheed Martin and Federal Aviation Administration (FAA) requirements:

- Brief pilots with whatever information and assistance as may be necessary from approved sources for planning and executing a safe flight.
- Encodes flight information into a format that is acceptable by Air Traffic Control (ATC) computers for instrument flight rules (IFR) flights or formatted for transmission to other flight service stations for visual flight rules (VFR) flight plans.
- Possess the ability to discern a pilot's experience and competency and to tailor individual briefings accordingly.
- Assists pilots to select routes and altitudes from point of origin to destination, and file flight plans on behalf of general aviation.
- Master and be able to recall instantly knowledge of the capabilities of a wide range of aircraft, and to make flight computations and safety assessments based upon each aircraft's capabilities.
- When necessary obtain and relay ATC clearances for pilots to fly within the National Airspace System (NAS).
- Provides complex time-critical meteorological and aeronautical information to pilots that fly within the (NAS) enhancing safety and ensuring incident-free flight to destination. This entails maintaining a constant awareness of factors such as Airmen's Meteorological Information (AIRMETs), Pilot Reports (PIREPs), Convective Significant Meteorological Information (SIGMETs) and other conditions that might have an adverse impact on the flight. The information provided must first be analyzed for applicability and then customized to meet the varying skill level of individual pilots that use the NAS. An accurate picture of the weather scenario from departure airport en-route to the destination airport must be conveyed to the pilot in person, by telephone or aircraft radio.
- Responsible for the initiation of Search and Rescue (SAR) for aircraft on overdue VFR flight plans and assists other ATC facilities as needed for SAR involving overdue IFR flights.
- Provide services to aircraft that are in an emergency situation, lost and/or disoriented, via pilotage, radio navigation or ATC transfer to provide specific instructions to ensure the location of the aircraft and/or assist the pilot to land safely without incident.

- Maintains a knowledge of the flight plan areas which enhances their ability to avoid warning or restricted areas, as well as to provide pilots of known hazards to flight.
- Maintain comprehensive knowledge of pertinent International Civil Aviation Organization rules and procedures including Domestic ICAO Flight Plans.
- Maintain comprehensive knowledge of procedures and requirements of the U.S. Customs Service and Drug Enforcement Administration and relay information to those agencies.
- Compiles, evaluates, records, and disseminates data. Accurately routes and distributes received flight data information. Addresses outbound traffic as required. Posts all new flight data accurately and promptly. Uses authorized abbreviations. Revises flight data promptly as necessary. Correctly formats/edits all messages. Classifies, formats, and distributes NOTAMs as prescribed. Uses prescribed procedures to ensure computer entries are correct.
- Operates position equipment/backup equipment using prescribed procedures.
- Functions effectively as a team member. Maintains cooperative, professional manner. Answers all calls in a timely manner. Listens and responds to user requests in a courteous and tactful manner. Provides additional assistance/data when requested. Uses approved procedural words, phrases, and formats. Listens for acknowledgment. Relays ATC Clearances verbatim. Ensures read backs are correct. Conducts intra-facility/inter-facility coordination in a timely manner. Forwards IFR departures, progress reports, and arrival reports to ATC upon request.
- Relay information about military flights to destination facilities.
- Classifies, formats, and distributes Notice to Airmen (NOTAMs) into the NAS.
- Solicits, prepares, and disseminates Pilot Reports (PIREPs).
- Performs other duties as assigned.

APPENDIX C
LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING No. 1

Facility Closure Effects

This letter shall serve to confirm the understanding between the Company and the Union regarding the effect on employees as a result of facility closures.

Should the Company decide to close a facility, the following provisions shall apply:

- As operational requirements permit, the Company shall provide a flexible work environment enabling employees to transition prior to closure of the facility.
- The Company shall afford affected employees the opportunity to transfer to the sites that have openings. When the opportunity to transfer to more than one site exists, selection will be made by seniority.
- Employees shall collect severance benefits equal to six (6) weeks of base pay.
- Medical, Dental, and Vision benefits shall be provided to those employees who have elected coverage until the end of the month following the month of the last paid day worked. This additional coverage will be afforded to employees at the level of coverage elected and at the normal employee cost share.
- These severance and separation benefits shall not apply to successorship arrangements unless an employee is not offered employment by a successor employer.

LETTER OF UNDERSTANDING No. 2

Successor Program Award

The parties mutually recognize the importance and shared interest of maintaining the current AFSS program as well as securing future flight service business work. It is currently understood by the parties that the Company's customer (the "FAA") with respect to the program at issue under this Agreement is currently in the process of contemplating a successor program award that may or may not be awarded to the Company to take effect at some unknown date in the future. The current name of this potential successor program is Future Flight Services Program or FFSP, but the parties do recognize that the name of this successor program has changed and could change again in the future.

Upon the official award of the FFSP or otherwise similarly named successor program by the FAA to the Company, if such an award is made during the term of this existing Agreement, the parties agree to:

- Meet and discuss the impact of such award potentially on the work structure, schedule, job composition and tasks.
- Discussions shall focus on responding to the customer's new contract replacing AFSS which could contain requirements that may necessitate making appropriate changes to work structure & schedule, within the confines of the collective bargaining agreement.
- The company will take into consideration the union's input to work towards a collaborative solution.

LETTER OF UNDERSTANDING No. 3

Paid Sick Leave for Federal Contractors

The parties recognize that the Federal Government is in the process of implementing paid sick leave for federal contractors under pending Executive Order 13706. If and when such regulations are implemented, and the Company makes changes to its sick leave policies for non-bargaining unit employees in order to comply with these regulations, such changes will be implemented to the bargaining unit employees on the same terms and conditions both during the term of the CBA and after its expiration. These changes if implemented will supersede any current sick leave benefits provided to bargaining unit employees.

MEMORANDUM OF AGREEMENT

Machinists Custom Choice Worksite Benefits Program

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during breaks and lunch times once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements. Access to the facility is pending customer review and approval.

The Company will honor payroll deduction requests and remit deductions to the underwriting insurance company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.


The Company agrees to implement the provisions of this letter no later than January 1, 2017 to coincide with the Company's normal benefits enrollment.


The parties agree that the provisions of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.


In witness thereof, the parties have caused this agreement to be executed by their authorized representative on March 15, 2016.


For the Union:


Ray Moffatt
Aerospace Coordinator

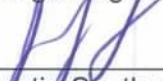

David Sullivan
DBR District 4



Rick Compher
ADBR, District 4

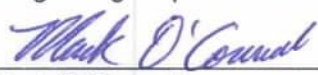

David Faith
BR, District 776


Paul Shepherd
DBR, LL 2009



Ron Mercer
Bargaining Representative

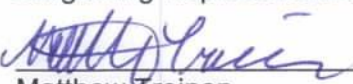

Justin Southward
Bargaining Representative


Matthew Sherman
Bargaining Representative



Mark O'Connell
Committee Chair


James Deaton
Bargaining Representative


Mark Kostka
Bargaining Representative


Matthew Treinen
Bargaining Representative


For the Company:


Jack Litzinger
Sr. Manager Labor Relations



Christian Midgley
Director of Labor & Employee Relations


James "JJ" Gronwald
National Operations Manager


Andrew Hartman
Program Manager


Michael Gans
Director of Human Resources



Charles Dendy
Business Planning Manager


Keith Galloway
Labor Relations Representative


Kelly Grieger
Human Resources Business Partner


Ashley Hathaway
Labor Relations Representative


Mark Land
Deputy Program Manager


David Swanson
Human Resources Business Partner


Dale Walker
Operations Supervisor