

AGREEMENT BETWEEN

**LOCKHEED MARTIN**



ROTARY AND MISSIONS SYSTEMS – TRAINING,  
LOGISTICS AND SUSTAINMENT SERVICES (RMS-TLS SERVICES)

AND

INTERNATIONAL ASSOCIATION  
OF  
MACHINISTS AND AEROSPACE WORKERS

**AEROSPACE**



**Jobs · Security · Prosperity**

DISTRICT W2 LOCAL LODGE #463

Effective Date: November 1, 2022 – October 26, 2025

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## PREAMBLE

This Agreement is effective November 1, 2022, by and between LOCKHEED MARTIN, ROTARY AND MISSION SYSTEMS – TRAINING, LOGISTICS AND SUSTAINMENT SERVICES (RMS-TLS Services), and hereafter referred to as the "Company", District 171 Local Lodge 463, of the International Association of Machinists and Aerospace Workers, hereafter referred to as the "Union".

## ARTICLE 1: RECOGNITION

The Company recognizes the Union, its designated agents and representatives, its successors and/or assigns, as the sole and exclusive collective bargaining agent on behalf of all of the employees of the Company within the bargaining unit as hereinafter defined, with respect to wages, hours, and all other terms or conditions of employment.

All full-time and regular part-time employees listed in the classifications identified in [Article 28: Wage Rate Schedule](#) employed by the Company with regard to the C-130J Maintenance and Aircrew Training System (C130J MATS) for the United States Air Force located at the Little Rock Air Force Base, Arkansas facility, National Labor Relations Board Case Number 26-UC-195, but excluding all other employees, including office clerical employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, as amended.

## ARTICLE 2: NON-DISCRIMINATION

**Equal Opportunity Employment:** The Company agrees to provide equal opportunity for employment and advancement to all qualified persons and there shall be no discrimination by the Company or the Union with regard to rate of pay or with respect to the application of the terms of this Agreement, due to race, ethnicity, color, religion, national origin, age, sex, pregnancy, disability (mental or physical so long as the essential functions of the job can be performed with or without reasonable accommodation), ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or veteran status. 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. The Company and the Union agree not to unlawfully discriminate against or harass any employee because of membership in or non-membership in the Union.

References in this Agreement to the masculine gender shall include the feminine gender.

## ARTICLE 3: MANAGEMENT RIGHTS

Except as specifically limited by this Agreement, the management of the Company, and the direction of the work force, including but not limited to the service performed, the location of the work force, the schedules and fair standards of employee performance, the schedules and hours of shifts, the methods, processes, and means of providing services, materials to be purchased, the right to hire, promote, demote and transfer employees, the establishment of reasonable rules of conduct, the discharge or discipline of employees for just cause, and the maintenance of efficiency of employees, are the sole and exclusive rights and responsibilities of the Company. The Company agrees to notify the Union of its decision in advance to subcontract work or services of its employees to a subcontractor.

#### ARTICLE 4: SUBSTANCE ABUSE POLICY

The Company and the Union are committed to providing employees with a drug-free and alcohol-free workplace. It is our goal to protect the health and safety of employees and to promote a productive workplace, and to protect the reputation of the Company, Union and employees. Consistent with these goals, the Company prohibits the use, possession, distribution or sale of drugs, drug paraphernalia or alcohol on Company premises. A program of testing, if necessary, to comply with Federal or State regulations, will be instituted upon mutual consent of the Company and the Union. Pre-employment drug testing is a condition of employment. The company will administer the substance abuse policy in accordance with CRX-545 – Drug Free Workplace.

#### ARTICLE 5: UNION SECURITY / CHECK-OFF

Insofar as permitted by state and federal law, all employees covered by this Agreement shall within thirty-one (31) calendar days of employment either become and remain a member of the Union or tender to the Union a fair share equivalent to regular union dues and initiation fees as a condition of continued employment.

Union dues, initiation fees, and reinstatement fees shall be deducted out of current net earnings payable to an employee upon receipt of and in accordance with a voluntary deduction authorization. The Company shall remit payroll deductions to the Union by the twentieth (20<sup>th</sup>) of each month. Authorizations shall be duly executed by the employee on a card provided by the Union and shall continue deductions until such authorization is duly revoked by the employee. The Company is entitled to rely upon notification from the Union, of the amount of money due to the Union by an employee.

Insofar as permitted by state and federal law, any employee who fails to tender the agency fee or periodic dues uniformly required shall be notified in writing of the employee's delinquency. A copy of such communication shall be provided to the Company, and the Company shall take final action to terminate the employee for cause if the delinquency is not resolved within thirty (30) calendar days of the Company receiving communication. Upon receipt of such communication from the Union, the Company shall suspend the employee without pay until the delinquency is resolved or the employee is terminated for cause. Suspensions and terminations of this nature are not subject to the grievance procedure.

The Union agrees to and does hereby hold the Company harmless from any and all liability, responsibility, or damage for deduction, payment, authorization, or notification as provided for in this article. The Union assumes full responsibility for the disposition of the funds so deducted when turned over the General Secretary-Treasurer of the Union.

#### ARTICLE 6: SHOP STEWARDS

The Company recognizes and will work with accredited Union Representatives to resolve differences that may occur from time to time with respect to the terms and conditions of this Agreement. The Union will provide the Company the name of one (1) primary Shop Steward. One (1) alternate steward may be designated and shall act only in the event the primary Shop Steward is unavailable. The Primary Shop Steward shall be the last employee laid off from their respective bargaining unit within their job classification.

## ARTICLE 7: NO STRIKE-NO LOCKOUT CLAUSE

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, slowdown or stoppage of work. The Company agrees that during the term of this Agreement it will not lock out any of the employees covered by this Agreement.

## ARTICLE 8: SECURITY

The Union recognizes that the Company may now have, or may incur in the future, obligations with respect to the security of information and materials under contract with the Government.

The Union agrees that nothing contained in this agreement shall place the Company in violation of security agreements with the Government.

It is understood by and between the parties hereto that as a necessary condition of continued employment, employees shall be subject to investigation for security clearance or national agency check and/or unescorted entry authorization under regulations prescribed by the Department of Defense, or other agencies of the United States Government on government work, and that denial of such clearance and/or unescorted entry authorization by such governmental agency shall be cause for release from the Company due to inability to meet job requirements.

It is understood that there shall be no liability on the part of the Company for any release growing out of the denial of clearance and/or unescorted entry authorization by the United States Government.

The Company will reinstate the seniority of an employee whose denied security clearance is reinstated by the Federal Government. A non-probationary employee who loses his security clearance or site access for any reason will not lose his seniority until final adjudication of his appeal. Any employee whose seniority is reinstated under this provision will be reinstated in his previously held occupational title.

## ARTICLE 9: ENTIRE AGREEMENT

This Agreement expresses the complete understanding of the parties on the subject of wages, hours of labor, and conditions of employment. However, this Agreement may be amended in writing by mutual agreement at any time. For the purpose of this Agreement the contract includes the C130J Maintenance and Aircrew Training System (JMATS) at Little Rock Air Force Base.

Due to the critical nature of the C-130 JMATS mission it is understood and agreed that U.S. Air Force personnel and Company engineering and supervisory personnel will be required to provide operational support in wage rate classification listed in [Article 28: Wage Rate Schedule](#), as deemed necessary by the Company, in support of the C-130 JMATS national defense mission. The Company recognizes its obligation not to abuse the normal assignment of regularly scheduled work to the appropriate classifications.

The Union acknowledges the responsibilities of the Company's operation as they are related to the support of the United States Air Force objectives. The parties realize the United States Air Force may, from time to time, make unusual and immediate demands in conjunction with support requirements. Consequently, all personnel may be called upon to perform whatever duties are required for adequate performance of support requirements for the mission and operational capabilities for C-130 JMATS.

## ARTICLE 10: MISCELLANEOUS PROVISIONS

### **Section 1: Safety**

The Company and the Union shall use every effort to assure compliance with established State and Federal safety and health rules. The union will designate its steward(s) as the representative(s) to any Company sponsored safety committees or councils, at the site.

### **Section 2: Change of Address**

Employees are responsible for notifying the Company of their proper mailing address and current phone number. Laid off employees are also responsible to notify the Company of their proper mailing address and current phone number to maintain recall rights. The Company shall be entitled to rely upon its records and shall be held harmless for any action that may arise out of said reliance.

### **Section 3: Availability**

The union recognizes that due to the vital National Defense mission of the C-130 JMATS it is essential that all mission essential personnel report in emergency situations. However, no job classifications covered under this agreement will be considered "mission essential". In the event of a vital mission essential circumstance the Company and Union agree to meet and discuss.

### **Section 4: Resignation**

Employees are requested to give at least ten (10) working days' notice of intent to resign.

### **Section 5: Short-Term (ECP/CCP) Employees**

Any employee hired for ECP/CCP work will be hired for the hours and length of service as specified at the time of their employment offer. This will be utilized as long as there are no employees on layoff status capable of performing the work and the union will be notified in advance of the number of employees hired, classifications involved, and the duration of employment for each ECP/CCP employee.

### **Section 6: Part-Time Employees**

A part-time employee is defined as an-employee who will receive a minimum of sixteen (16) hours, but less than forty (40) hours per workweek, unless otherwise defined by mutual agreement of all parties.

Part-time employees will be scheduled in advance of working. All overtime will be offered to full-time employees before any part-time employees are eligible to work overtime. Part-time employees will be scheduled for work utilizing current scheduling processes and procedures in place associated with the scheduling of those positions.

The total of part-time employees will not exceed ten percent (10%) of the current workforce by job category. This may be exceeded at any time by mutual agreement should the company provide a legitimate business need. Should any position have less than ten (10) employees, one (1) employee may be part-time. If any position should have only one (1) employee, that employee will be full-time. If there are ten (10) or more employees, normal rounding rules shall apply as to the number of part-time employees.

Part-time employees may be offered the option to convert to a full-time position but only in the order of seniority and only in the event of a full-time job opening in their classification. Full-time employees will be given first opportunity, in accordance with seniority, for any available part-time positions. Also, subject to the mutual agreement of all parties, a full-time employee may elect to transfer to a part-time position if a current part-time employee (based on seniority) agrees to transfer to the available full-time position.

All articles in the Agreement will apply for part-time employees with the following exceptions:

- Part-time employees will receive fifty percent (50%) of the vacation and personal time off paid to full-time employees (in accordance with [Article 24](#) and [Article 25](#)).
- Part-time employees will only receive four (4) hours of holiday pay for each paid holiday.
- Part-time employees will be eligible for the benefit plans listed in [Article 27](#), however, they will receive a Medical Opt-Out Credit of one-hundred and forty-three dollars (\$143) per week in lieu of any Health and Welfare benefits.
- Part-time employees will receive the same bereavement leave as full-time employees.

Part-time employees will be eligible for any contractual seniority rights as specified.

If a full-time employee is offered a part-time position in lieu of layoff, they may accept the layoff (thus refusing the part-time position) without affecting their recall rights in accordance with [Article 17, Section 3](#).

**Section 7: Bulletin Boards**

The Company will provide 1 Bulletin Board for the posting of Union notices.

Only notices pertinent to the Union at the respective facility (notices concerning Union meetings, Union elections, results of Union elections, etc.), which have been authorized by a designated Union official, will be posted.

**Section 8: Employee Assistance Plan (EAP)**

The Company will continue to provide Employee Assistance Plan. Contact information will be provided for posting on the bulletin boards.

**Section 9: Performance of Work**

Supervisors and other non-bargaining unit employees will not normally perform the duties of employees in the bargaining unit, except in emergency situations, for currency, or for the purpose of instructing employees. Supervisors or other non-represented employees are not to perform any bargaining unit work solely to prevent a bargaining unit employee from earning overtime.

Bargaining unit employees may be utilized on a temporary basis to perform similar work at other locations in accordance with Standard Company policy and practices and with mutual agreement from the Union. At no time will the utilization of off-site employees prevent the current full-time employee from receiving 40 hours of work, nor, by classification will the use of outside employees occur while employees are on layoff status.

**Section 10: Dress Code**

Employees are expected to present a neat and professional appearance at all times. A mustache/beard is permitted as long as it is neatly trimmed and well groomed.

The company will provide the items listed below to the indicated job classifications.

POSITION	BACK BRACE	STEEL TOE SHOES	FLASHLIGHT
CSA III	X	X	X
Librarian	X		

Items will be replaced upon no longer functional, worn or torn unless a flashlight requires new batteries or a bulb. After initial purchase, these items must be turned into the Company designated purchaser for replacement.



### **Section 11: Emergency Leave**

Personnel will be afforded up to three (3) days (24 hours) of emergency leave to manage any family emergency without pay.

### **Section 12: Abnormal Plant Shutdowns**

The Company will compensate employees, who are sent home, as directed by the Company, for those periods of time when safety stand-downs, government/customer shutdowns, government mandated holidays, periods of national mourning, inoperable training devices, or other Acts of God necessitate a partial workday(s) or temporary closing of facilities.

### **Section 13: Eligibility to Participate in Company Awards Program**

Represented employees may receive awards under the Company's Awards Program. The design and administration of the program as well as the amount and frequency of awards are solely at the discretion of the Company and are not subject to the bargaining process or the grievance procedure. The Company may terminate the "Awards Program" at any time.

### **Section 14: Travel**

Employees will be reimbursed for lodging, mileage, and meals according to the Company travel policy. The Company policy provides travel/accident insurance.

### **Section 15: Lead**

The term "Lead" does not designate a job classification but identifies an employee whose assigned duties are to assist the supervisor in select program/project work and is responsible for instructing and aiding a group of employees. The "Lead" may be required to review completed work and direct corrections as required, advise the supervisor in maintaining a smooth flow of work, maintain records, formulate training plans, and implement new training philosophy. The "Lead" may be required to report to the supervisor the reason for failure to maintain the flow of work.

The "Leads", for CBTs and CSAs, will be appointed by the Company in its discretion, if needed.

Leads will receive Lead Premium pay above their regular hourly base rate at three dollars and fifty cents (\$3.50) per hour.

### **ARTICLE 11: NEW JOBS**

When new bargaining unit jobs are required that cannot be properly encompassed within an existing job specialty, the Company will notify the Union of the requirements and will endeavor to discuss with the Union the rate of pay prior to the Company establishing the new classification and rate of pay. The Union shall have thirty (30) days from the date of establishment in which to challenge the rate of pay. If necessary, this matter is subject to the grievance procedure up to and including arbitration.

The Company has the right to determine the job qualifications. Copies of job descriptions and required qualifications shall be retained in the Local Site Manager's Office and shall be made available to employees upon request. The Union shall be advised, in writing, of any revisions or modifications of job descriptions or qualifications.

### **ARTICLE 12: TECHNOLOGICAL CHANGE**

The Union will be given advance notice of any intended technological changes affecting the work of the bargaining unit. An opportunity will be given to the Union to discuss the impact of such changes with the Company prior to their implementation.

Employees affected by the technological changes will be given training applicable to conduct student instruction to include software, hardware, and training devices.

### ARTICLE 13: PROMOTIONS

The Company will endeavor to transfer employees to higher paid positions from within the bargaining unit, if available employees have the skill and ability necessary to do the work. If two (2) or more employees are eligible and express an interest, selection will be made on the basis of seniority and qualifications. If two (2) employees are qualified, seniority must be the prime selection factor.

The Company will notify the Union of any openings to be filled within the Bargaining Unit prior to filling the position.

Promoted employees will be considered on probation in the new position for ninety (90) days after upgrading. During this period, the Company may, at its discretion, reclassify the employees to their former occupations if it is determined by the Program Manager or his designee that the employee is not meeting the qualification for that job classification. Likewise, within ninety (90) days of being assigned to the new job classification, an employee may choose to return to his former job classification without prejudice.

The Company may temporarily promote an employee to perform in a higher paid classification. The employee shall receive the rate of the higher occupation if he works for a minimum of four (4) hours per day in that classification. Employees selected for temporary promotion will be selected on the basis of qualifications as determined by the Company.

If an employee is assigned by management to temporarily fill in for an appointed Lead in their absence, that employee will be paid Lead differential pay for hours performing Lead duties.

### ARTICLE 14: DISCHARGE AND DISCIPLINARY ACTION

The Company shall have the right to discipline employees for just and proper cause by reprimand, suspension without pay or discharge for violation or infraction of the Company rules. The Company agrees to notify the Union, in writing, of any action taken under this section.

The disciplined employee is entitled to Union representation.

### ARTICLE 15: SENIORITY

#### **Section 1: Probationary Period**

Any employee who has been in the employment of the Company for ninety (90) consecutive calendar days shall be considered a Seniority Employee of the Company.

During the probationary period the employee shall be subject to layoff, discipline, or discharge at the sole discretion of the Company, and such action shall not be subject to the grievance procedure. The probationary period may be extended by mutual agreement between the Company and the Union.

#### **Section 2: Definitions**

- a. 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 at the same Federal facility.
- b. Using the last 4 digits of the employee's SSN will break ties when seniority dates are the same: Larger SSN number is more senior on the list.

- c. Seniority will not be broken for: (1) periods of approved absence with leave, (2) periods of layoff due to lack of work, (3) periods of absence due to injury or illness. Periods of absence set forth in (2) and (3) shall not exceed twenty-four (24) months. In the case of occupational injuries, continuous employment will be for the length of the disability.
- d. New positions or assignments will be offered to the most senior employee for that position or assignment as outlined in [ARTICLE 11: NEW JOBS](#).
- e. Additional qualifications will not be the cause of displacement of other bargaining unit members from their regularly assigned work nor will it be the cause for a reduction in force.

### **Section 3: Loss of Seniority**

All seniority of any employee shall terminate if the employee:

- a. Resigns.
- b. Is discharged for violation of Company Rules.
- c. Is on layoff status in excess of twenty-four (24) months.
- d. Is barred by the customer's written order or whose security clearance has been revoked and is not legally reinstated. This paragraph is subject to the conditions noted in [ARTICLE 8: SECURITY](#).
- e. Refuses recall within their classification.

### **Section 4: Seniority List**

A seniority list will be maintained by the Company and will be made available to the Union semi-annually. The Company will also furnish a list to the Union reflecting new hires or rehires, their classification, their date of hire, and termination or layoff dates.

### **ARTICLE 16: EMPLOYEES TRANSFERRED OUT OF THE BARGAINING UNIT**

An employee who has established seniority rights within their respective bargaining unit and who is transferred to a position outside of their respective bargaining unit not covered by this Agreement shall retain seniority rights for period of ninety (90) days.

An employee who is permanently transferred to a Company facility other than their respective site, will lose bargaining unit seniority rights. However, the employee transferring into a bargaining unit shall maintain their years of service with the company/contract for purposes of benefits based on years of service only.

### **ARTICLE 17: LAYOFFS / RECALLS**

#### **Section 1: Layoff**

When it becomes necessary to reduce the number of employees in a classification, senior employees may be offered the opportunity to accept a layoff status before the employees in the classification shall be laid off in accordance with their seniority. Senior employees will be provided bump rights to equal or lower classifications, if they meet all the requirements of the position and are able to demonstrate within ten (10) workdays the skills required to perform the job. With mutual agreement the timeframe can be extended an additional ten (10) workdays. Employees exercising bump rights must notify the Company in writing within seventy-two (72) hours of the layoff notification. Bumped employees must notify the Company in writing within seventy-two (72) hours of their layoff

notification. Employees, who fail to demonstrate the skills necessary to perform in that job classification, will be returned to layoff status.

CBT Specialist
Computer Systems Analyst III
Librarian

**Section 2: Layoff Notice**

The Company agrees to give four (4) weeks’ notice (when possible) to both the Union and employees affected.

**Section 3: Recall**

Employees laid off will be recalled as follows:

1. Laid off employees will be recalled, by classification in the inverse order of their layoff.
2. The Company will send recall notices by certified mail to employee's last official address. The employee has five (5) working days after receipt of the notice to accept reemployment.
3. If no laid off employees in the classification, who are recalled, accept re-employment, then laid off employees outside the classification, who are qualified in the classification, will be recalled as in (1) above.
4. New employees will be hired if no laid off employees in the effected classification accept reemployment as outlined in this article.

**ARTICLE 18: ADJUSTMENT OF GRIEVANCES**

“Grievances” shall mean and be limited to disputes of difference between the Company and the Union, or employees so represented, with respect to the interpretation or application of any specific provision of this Agreement. Both parties agree to use their best efforts, including informal meetings involving Management, Supervision, Shop Steward, and the Grievant, to resolve matters without resorting to the grievance procedure except that any such meetings shall not extend the time limits set forth in this article. In the event such informal methods do not resolve the grievance, all grievances shall be reduced to writing and processed in accordance with the following steps.

All grievances beyond Step 1 shall be in writing on grievance forms mutually agreed upon by the Union and the Company, signed by the grieving employee(s), if applicable, and set forth a complete statement of the grievance, the specific provision(s) of the Agreement claimed to have been violated, the facts on which it is based, and the corrective action desired.

In an effort to adjust grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

**Step 1:** The employee(s), with or without their steward, or a union representative, shall bring a grievance to their Site Manager/supervisor within seven (7) calendar days of a reasonable knowledge of the occurrence. In the event an employee is unavoidably absent due to illness or injury or unavailable due to vacation or other approved reasons, the employee's Union representative may bring the grievance to the Site Manager/supervisor.

**Step 2:** A written grievance can be taken up by the Shop Steward with the Program Manager or his designee within five (5) working days after the Step 1 meeting, and a meeting or a teleconference will be scheduled within five (5) subsequent working days. If no agreement has been reached

within ten (10) working days, the Company will reply in writing. If the written reply is not satisfactory, it may be moved to Step 3 within five (5) working days after receipt of the answer.

**Step 3:** The Company Labor Relations Representatives or designee, and the Business Representative of the Union shall meet within fourteen (14) working days after receipt of the grievance into a third step. A written reply from the Company will be given to the Union within fourteen (14) working days after the meeting. If no agreement has been reached within fourteen (14) working days, either party may submit the grievance or dispute to arbitration as covered in [ARTICLE 19: ARBITRATION PROCEDURE](#).

Failure of the Company to act within the time limits set forth in any step shall cause the grievance to proceed to the next step. Failure of the Union to act within the time limits set forth in any step shall cause the grievance to be waived.

**Precedents:**

A final decision made with respect to any grievance in the first or second step shall apply to that grievance only and shall not become a binding precedent in the case of other grievances, nor a precedent, which shall bind the parties as in interpretation of the Agreement. All settlements must be consistent with the terms and conditions of the Agreement. Time limits may be extended by mutual agreements of both parties.

Any aggrieved employee and Union representative shall have the right to be present at any stage of the grievance procedure in which the grievance is being considered. No employee may leave the job, take up, or settle a grievance without requesting permission from the immediate supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions above outlined for attendance of an aggrieved employee.

The Local Union or its authorized representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or other records pertaining to a specific grievance. Compensation will be paid for reasonable time spent discussing or investigating grievances during normal work schedules.

**ARTICLE 19: ARBITRATION PROCEDURE**

The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the fourteen (14) day period specified in Step 3 of the "Adjustments of Grievance" Section, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

In the event the Union or the Company submits a grievance to arbitration, a representative selected by the Union shall meet with a representative selected by the Company within five (5) days of receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within five (5) working days, the parties will petition with the Federal Mediation and Conciliation Service for a panel of seven (7) arbitrators admitted to the National Academy of Arbitrators from which the arbitrator shall be chosen. In the latter case, the petitioner has the first right to strike a name; the other party shall then strike a name. This procedure shall continue alternately until one (1) name remains and that person shall be the arbitrator.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement, nor to substitute his/her discretion for that preserved in the Agreement. The arbitrator shall be bound entirely by the records presented in the form of evidence presented at the hearing and this Agreement. The decision of the arbitrator shall be final and binding upon the parties and shall be rendered within ninety (90) days of the hearing. The arbitrator shall have the authority to decide and rule on alleged violations of the National Labor Relations Act raised through the grievance process as a result of a deferral of an unfair labor practice charge by the National Labor Relations Board to the grievance process. The expense and fees of the Arbitration Process shall be equally split by the parties. Such costs shall be limited to the arbitrator's fee and expenses. The cost of any additional services required by either party shall be borne by the party requesting the additional services.

Neither party has the right to request arbitration on any subject matter not specifically covered in this written agreement.

## **ARTICLE 20: HOURS OF WORK**

### **Section 1: Standard Workweek**

The standard pay period will begin at 12:00am Monday and end at 11:59pm Sunday. The standard workweek for each employee shall normally consist of forty (40) hours on five (5) consecutive days per week, Monday through Sunday, between the hours of 6:00am and 6:00pm. Employees will be permitted, with manager's permission, to flex their normal workweek hours to complete forty (40) hours within the pay period.

### **Section 2: Alternate Work Shifts**

Any employee, whose scheduled hours of work fall outside of the normal shift hours defined in Section 1 above, will be paid a shift differential in accordance with [Article 26: Premium Payments](#), for time worked outside the standard workweek hours. This provision applies only to scheduled shifts. If an employee voluntarily offers or desires to work an alternate work shift for personal reasons, shift differential will not be paid. This does not preclude one individual from swapping scheduled shifts with another individual and receiving appropriate pay for the shift worked.

Two (2) calendar days' notice will normally be given for schedule posting and changes except on occasions when immediate support is necessary to meet contractual requirements. In the circumstances where a two (2) day notice is not given the work schedule will not be altered solely to avoid paying overtime.

Overtime and shift differential will not be paid concurrently.

The Company will make every effort to work with all employees as a team to address individual requirements and other issues which might arise from the implementation of this policy.

### **Section 3: Alternative Workweek**

Employees scheduled to work a standard shift on Saturday or Sunday will be paid a weekend pay differential of three dollars and fifty cents (\$3.50) for all hours worked on Saturday or Sunday.

Weekend pay and shift differential will not be paid concurrently. Employees will be paid the higher of the two premium payments the employee qualifies for.

#### **Section 4: Shift Assignment/Selection**

Once a shift schedule is determined, employees will be allowed to select their assigned shift in accordance of highest seniority.

#### **ARTICLE 21: OVERTIME**

Overtime, at one and one-half (1 1/2) times the regular straight time rate, will be paid for time in excess of forty (40) paid hours in a workweek.

With the concurrence of the supervisor (or his designee), employees on a regular schedule may alter their daily work schedule to complete forty (40) hours in less than five (5) days.

An employee who is called back by the company to perform work after the end of his shift shall be paid at the straight time rate for the hours actually worked or shall be paid a minimum of four (4) hours pay, whichever is greater. Employees who perform work remotely on regularly scheduled time off are to charge time for work performed.

Double-time shall be paid for all work performed on the seventh (7<sup>th</sup>) consecutive day of work. There shall be no duplication or pyramiding of overtime payments.

#### **ARTICLE 22: EXCUSED ABSENCE**

##### **Section 1: Excused Absence**

Employees may with Company approval, be granted excused absence without pay up to ninety (90) calendar days. The ninety (90) day limit may be extended by agreement of the Company in its sole discretion. Request for leave without pay will be in writing and submitted to the Site Manager/Supervisor at least one (1) week in advance of said absence except in emergency situations. Continuous service credit and seniority shall accumulate during all leaves of absence described in this section unless otherwise noted.

##### **Section 2: Military Service, Duty and Payment**

Any employee of the Company who is inducted into or recalled to military service of the United States and who by reason of such service is entitled under the law to be regarded as a veteran, shall, upon his discharge and his receipt of a certificate of the satisfactory completion of his military obligation, be accorded all rights of The Uniformed Services Employment and Reemployment Rights Act of 1994.

##### **Section 3: Absence and Payment for Jury Duty**

Full-time seniority employees who are required by proper court order or summoned to be absent from work in connection with jury duty will be paid the difference between the gross fee he received from the court and the earnings he would have received for a regular scheduled eight (8) hour shift, had the employee not been required to be absent from work. Employees called for jury duty and released by the court with less than four (4) hours service will be expected to return to work. Payment will be made at the employee's regular straight time wage rate.

##### **Section 4: Temporary Absence for Disabling Illness, Injury**

Full-time seniority employees have ninety (90) days or more of continuous service credit and who are found and certified by a physician to be unable to perform their regular assigned duties with the Company because of disabling illness or injury, shall receive a leave of absence without pay, but with service credit and seniority accumulating while such condition continues. If the disability continues beyond twenty-four (24) months and the employee has not returned to work, the employee's service credit and seniority will be broken and terminated.

### **Section 5: Absence for Union Business**

Employees accepting full-time positions as union representatives shall be given an automatic leave of absence without pay for the term of their office, or any renewal thereof, without loss of seniority rights and with the privilege of returning to their former position. Likewise, employees shall be granted short-term leaves of absence without pay for the purpose of attending Union conventions, meetings, etc., schedule permitting.

### **Section 6: Inclement Weather**

In the event of official C-130J Formal Schoolhouse closure due to inclement weather, employees will be granted an excused absence with pay.

### **Section 7: Bereavement**

In the event of death in an employee's immediate family, the employee may be granted up to five (5) days bereavement leave with pay. Two (2) additional days of unpaid leave may be granted if out of town travel is required. Immediate family is defined as follows:

- Parents (employee's parents, stepparents, or an individual who stood in the place of a parent to the employee when they were a child).
- Current spouse or current same sex domestic partner.
- Children, stepchildren, and their current spouses.
- Siblings, stepsiblings, half siblings, and their current spouses.
- Grandparents, step grandparents, grandchildren, and step grandchildren.
- Current spouse's or current same sex domestic partner's parents (same definition as employee's parents), grandparents, step grandparents, children, stepchildren, grandchildren, and step grandchildren.
- Current spouse's or current same sex domestic partner's siblings, stepsiblings, half siblings and their current spouses.

Full day absences relating to deaths of individuals not considered immediate family members will be unpaid time taken for personal reasons. Alternatively, employees may use accrued vacation.

### **ARTICLE 23: HOLIDAYS**

The following eleven (11) holidays will be provided:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day



With supervisory authorization, employees will be allowed to "float" a holiday to another day in the same calendar year. Any employee required to work on a federal holiday, as defined above, will be paid one and one half (1½) times base rate plus holiday pay.

Any observed holiday that falls on a Saturday or Sunday, will be observed under the same schedule observed by the Customer. When a holiday falls during an employee’s PTO, the holiday will not be charged as PTO.

In addition to the holidays listed above, the Company will observe any holidays declared as a holiday by the cognizant government authority for the contract (Procurement Contracting Officer – PCO).

**ARTICLE 24: VACATION**

**Section 1: Vacation Accrual**

Employees in the Bargaining Unit prior to November 2, 2013, shall be eligible for vacation according to the following schedule:

<b>Years of Service</b>	<b>Hours Accrued (Annually)</b>	<b>Hours Accrued (Monthly)</b>
0 – 1	Up to 40/yr.	3.333
1 – 4	Up to 80/yr.	6.667
5 – 11	Up to 120/yr.	10
12 – 13	Up to 128/yr.	10.666
14	Up to 136/yr.	11.333
15	Up to 160/yr.	13.333

Employees hired into the Bargaining Unit on or after November 2, 2013, shall be eligible for vacation according to the following schedule:

<b>Years of Service</b>	<b>Hours Accrued (Annually)</b>	<b>Hours Accrued (Monthly)</b>
0 – 1	Up to 40/yr.	3.333
1 – 4	Up to 80/yr.	6.667
5 – 15	Up to 120/yr.	10
15	Up to 160/yr.	13.333

Vacation will be accrued monthly for any month in which the employee receives compensation from the Company. This includes hours lost due to temporary disability under Workmen's Compensation. In addition, if an employee returns from a medical leave, inactive status, within ninety (90) calendar days they will receive an adjustment to their base vacation for any monthly accruals missed up to a maximum equal to three (3) monthly accruals at the rate they would have received. Under no circumstances will an employee receive more than three (3) total monthly accrual adjustments in a calendar year nor more than three (3) per medical leave when the leave takes place during parts of two (2) calendar years. An employee whose medical leave exceeds ninety (90) days will not receive an adjustment for accruals missed but will begin to accrue vacation upon their return.

The hours will be granted (available to be taken) the following month. Vacation accrual rates are based on the employee's established anniversary date for vacation eligibility.

Vacation will be scheduled and authorized in consideration of employee preference, projected operating requirements and seniority. All vacation hours will be paid at the employee's current base rate of pay including all pay additives (shift premiums, COLA's, etc.).

Vacation credits will accumulate in an employee's vacation account up to a maximum of two times their annual accrual rate.

There will be no pay-in-lieu of time off for vacation. The intent of this provision is to cause each employee to use the vacation credits awarded for time off.

Employees who leave the active payroll of the Company, except for reasons of death, shall be paid for all vacation earned and deferred up to the time of separation.

In the event of an employee's death the accumulated vacation will be paid out into the employee's estate. New hire employees may take any vacation earned after completion of their ninetieth (90) day.

## **Section 2: Furlough/Forced Vacation**

In the circumstances of loss of government funding, stop work orders, in order to avoid layoff and termination of service, the Company may elect to direct employees to charge up to eighty (80) hours of vacation in lieu of layoff. It is within the Company's sole discretion to determine whether to direct use of vacation. Where forced vacation is directed by the company, an employee may substitute available floating holiday time for vacation charged.

- a. Unused/compensable vacation time at the end of the eighty (80) hour directed vacation event will be held by employees on a credited basis and may not be charged in the event of an implemented furlough.
- b. In an event that an employee's compensable vacation time is completely exhausted due to forced vacation charges, an employee may charge "unpaid labor" until returned to work during the period of forced vacation.
- c. An employee may request and be approved for a vacation advance of up to forty (40) hours to be used for forced absence/vacation.
- d. Where conditions develop that permit a recall to active duty during the period of forced vacation, employees must return to work the next schedule work shift.
- e. Where the period of forced vacation has reached its full term and there has been no contract reached upon which to return the work force to active duty, an employment furlough will be implemented.

Administration of an employment unpaid furlough as an alternative to a termination-of-services will be in accordance with the terms and conditions of the Corporate Furlough Policy, HR-04, or its successor, in an identical administrative manner as would be applied to the non-represented members of the work force. The furlough event will terminate by policy, no later than ninety (90) days from implementation.

## **ARTICLE 25: PERSONAL TIME OFF (PTO)**

Upon completion of their probationary period employees shall earn Paid Time Off (PTO) credits at the rate of six point six hundred and sixty-seven (6.667) hours per month.

Up to fifty-six (56) hours of unused PTO may be carried over by the employee into the next year. At no time will an employee be able to have greater than one hundred and thirty-six (136) hours of accrued PTO. Unused PTO is forfeited at separation from employment.

PTO absences may be charged in the lowest chargeable time unit per the time charging/payroll system, up to a maximum of the fully scheduled work shift.

**Use of Paid Time Off (PTO):**

An employee will be allowed to take PTO credits, not yet accrued, up to the annual maximum referenced above. Payment for PTO shall be at the employee's straight time base rate, including pay additives where applicable. The employee must repay any used, but not yet accrued PTO at the time of termination of service.

**Scheduling of Paid Time Off (PTO):**

In the event of the use of PTO to cover an absence due to unplanned circumstances, employees are to contact their manager as soon as practicable prior to the beginning of the scheduled work shift. Where this is not possible, contact should be made at the earliest possible opportunity.

In the event of the use of PTO to cover absence due to a planned, personal matter, employees are to schedule for the absence by providing a minimum of ninety-six (96) hours notification (or greater) wherever possible, subject to management approval based on operational requirements.

**ARTICLE 26: PREMIUM PAYMENTS**

An employee who is scheduled to work any hours between 6:00pm and 6:00am outside of the normal working hours of 6:00am to 6:00pm, Monday through Sunday, will receive a shift premium of five dollars (\$5.00) per hour above the employee's regular straight time rate for all hours worked during this time period.

**ARTICLE 27: BENEFITS**

**Section 1: Employee Medical Premium and Opt-Out Options**

The Company agrees to continue to offer medical plan(s) to bargaining unit employees on the same basis and to the same extent as employees not represented by a labor organization. "Same basis as" applies to plans and coverage offered, effective dates, extent of benefits, employee contribution and/or co-pays, and any changes to any aspect of such health insurance plans and other benefits.

Employees may participate in the following Company sponsored benefit plans that are currently offered, at the cost incurred by the Company, including the:

- Dental Plan
- Vision Plan
- Basic Life Insurance
- Optional Life Insurance
- Accidental Death & Dismemberment Insurance: Option to purchase coverage for employees and/or eligible dependents.
- Long-Term Disability
- Flexible Spending Account
- Travel Accident Insurance: For applicable Company travel. Company paid.

Short Term Disability and Employee Assistance Plan (EAP) are provided at no cost to the employee.

The Company shall pass through improvements, modifications, changes to plans and/or employee premiums to these plans at any time, both during the term of this Agreement and after its expiration. Any elimination contemplated to these plans will only be a result of the Company no longer offering the specific plan. If and when these situations arise, the Company will notify the Union prior to taking such action.

## **Section 2: Opt Out**

Effective the first pay period of 2023, full-time employees who Opt-Out of Medical provided benefits will receive a taxable amount of two hundred dollars (\$200.00) per week for the duration of the contract, and still be provided Short Term Disability – Option A, and purchase Vision and/or Dental at one hundred percent (100%) of the cost of the insurance.

The Opt-out option would become ineffective and subject to renegotiation in the event it is determined that the arrangement may result in non-compliance with the Affordable Care Act. In order to be eligible for the Opt-Out credit, individuals who Opt-Out of Medical benefits may be required to certify, on an annual basis, that they are receiving coverage elsewhere. If such negotiations fail to modify such plan(s), in an effort to avoid the excise tax thresholds, then the Company has the right to modify the plans up to the point where the premium falls below the threshold but no further than administratively practicable.

Recognizing the impending implementation of health care legislation, it is the intent of both the Company and Union that none of the benefits provided in connection with the health insurance benefits (e.g. medical, health care spending accounts and any applicable benefit subject to the excise tax) 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”) or any other healthcare taxation legislation that may evolve over the life of this Agreement.

The Company reserves the right, both during the term of this Agreement and after its expiration, to amend, modify and/or alter the health insurance benefits provided solely for the purpose of avoiding implementation of a High Cost Coverage Excise Tax pursuant to PPACA.

In keeping with the intent of the parties, in the event legislation is enacted modifying the Cadillac Plan Tax or replacing the Cadillac Plan Tax with another revenue generating vehicle that has a financial impact to the Company (Cadillac Plan Tax Replacement or Replacement), the provisions of this Section shall be equally applicable to the Replacement.

If the actual rates for any plan(s) are shown to be above the thresholds for triggering the tax or Replacement, the Company has the right to modify the plan(s) up to the point where the premium falls below the threshold but no further than administratively practicable.

In the event a future federal, state, or local law relating to medical care or medical benefits (a “Health Benefits Law”) would impose a new mandate, tax, or other financial liability on the Company or otherwise increase Company costs beyond the costs of providing the medical benefits covered by this Agreement (the “Negotiated Medical Plans”), then the Company has the right to make modifications to the Negotiated Medical Plans in order to avoid any additional cost/financial impact to the Company beyond the costs of providing the Negotiated Medical Plans.

The Company agrees to provide the Union with notice, in advance of the implementation of any changes made to health plan benefits, as described above.

**Section 3: Performance Sharing Plan (401K)**

The Company shall continue the Lockheed Martin Performance Sharing Plan (401K) with a four percent (4%) contribution on behalf of the employees. The total amount of an employees’ 401K contribution will not exceed twenty-five percent (25%) or the established IRS maximum contribution levels.

**Section 4: Educational Assistance**

Employees will be reimbursed according to the Company Educational Assistance Policy.

**ARTICLE 28: WAGE RATE SCHEDULE**

The rate of pay for all employees will be as follows in the table below. Rates have been established by applying the following rate adjustment terms and conditions:

**Wage Rate Table**

	Current 10/31/2022	1/2/2023 Equity	1/2/2023 GWI	1/1/2024 GWI	1/6/2025 GWI
		\$1.00	4.0%	3.0%	3.0%
CBT Specialist*	\$50.79	\$51.79	\$53.86	\$55.48	\$57.14
CBT Specialist (Tier 2)**	\$42.09	\$43.09	\$44.81	\$46.15	\$47.53
CSA III	\$44.81	\$45.81	\$47.64	\$49.07	\$50.54
Librarian	\$37.45	\$38.45	\$39.99	\$41.19	\$42.43

\*Any employee hired into the CBT Specialist classification before November 4, 2016 shall be grandfathered into the CBT Specialist Classification. This shall include any employees on recall status at the time of the signing of this agreement. Grandfathered CBT Specialists will be subject to recall to their original classification for as long as they hold recall rights.

\*\*New Hires after November 4, 2016 shall be placed into the CBT Specialist (Two Tier) Classification.

**ARTICLE 29: EFFECT OF LAW**

In the event that now or hereafter there is any State or Federal law or any directive order, rule or regulations made pursuant, thereto, which is in conflict with any provision or provisions of any agreement between the parties, the same shall supersede such provision or provisions and thereafter shall govern and control the relations and conduct of the parties so long as such law, directive, order, rule or regulations shall remain in force and effect. In the event that this or any other agreement existing between the parties hereto, now, or thereafter requires the approval of any Government authority before becoming effective, the same will and shall be subject to such approval. Furthermore, it is mutually agreed that within thirty (30) calendar days after such provision or provisions become unlawful, the parties shall meet to discuss a modification of such provision or provisions to comply with the law. In all other respects the provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

**ARTICLE 30: SUCCESSORS AND ASSIGNS**

The Agreement shall be binding upon the successors and assigns of the parties hereto until expiration, or until it is changed by mutual agreement of the parties.

ARTICLE 31: TERM AND NOTICE OF CHANGE OR TERMINATION

This Agreement shall be effective and shall continue in full force and effect through expiration, 11:59pm (Central) on October 26, 2025, and therefore be automatically renewed from year to year, unless the party desiring termination or modification of the agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the agreement.

In witness whereof, the parties have caused this agreement to be executed by their authorized representatives as of October 21, 2022.

**For the Company:**

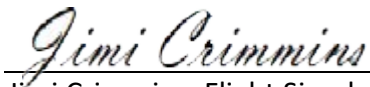
  
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Mark Smolenski, HRBP

  
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Michael Denuzzo, HRBP

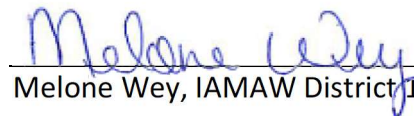
  
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Sandra Jarvis, Labor Relations

  
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Michael Sanchez, Labor Relations

  
\_\_\_\_\_  
Jason Kunkel, Training/Dev Mgr.

  
\_\_\_\_\_  
Jimi Crimmins, Flight Simulation Training Mgr.


**For the Union:**

  
\_\_\_\_\_  
Melone Wey, IAMAW District 171 Business Rep

  
\_\_\_\_\_  
Sharon Smith, LL463 Recording Secretary

  
\_\_\_\_\_  
John Bennett, LL463 Chief Steward

  
\_\_\_\_\_  
Layne Johnston, LL463 Committee Member

  
\_\_\_\_\_  
Dan Peterson, LL463 Committee Member