~~SECTION~~ **ARTICLE** NINE

SENIORITY

~~1.~~ **Section 1.** The Company and the Union will cooperate for the purpose of maintaining an adequate workforce to meet production needs and that the work efficiency of the group and of the employees ~~therein~~ **in the group** should be at the highest level possible. The Union pledges its support in assisting the Company in securing high quantity and quality of product within schedule and reasonable costs.

~~2.~~ **Section 2.** ~~New hires and persons rehired after having lost seniority shall be considered as probationary for one hundred fifty (150) calendar days after which, if retained, they shall be placed on the seniority lists in their current job classification.~~ **New hires, persons rehired after having lost seniority, and current employees entering the bargaining unit from other bargaining units shall be considered probationary for one hundred fifty (150) calendar days. Following successful completion of the probationary period, the employees will be placed on the seniority list in their current classification.** An employee’s probationary period will be extended for the equivalent duration of any time that an employee is placed on inactive status due to a**n** ~~misconduct~~ investigation or an authorized leave of absence during the probationary period. Upon the employee’s return to ~~the~~ active ~~payroll~~ **status**, the accumulation of days toward the completion of the probationary period will resume. It is at the sole discretion of the Company to move or retain employees during their probationary period and there shall be no requirement for the Company to return probationary employees to the active payroll for any reason. Probationary employees shall not have recourse through the grievance procedure.

General Layoff

~~3.~~ **Section 3.** The layoff or regression of an employee due to reduction in force shall be by seniority from last date of hire applied within their job classification. However, the layoff or regression of any employee out of line of seniority shall be justified only if ~~such~~ **an** employee has not satisfactorily performed the remaining available work. The effective date of an employee’s rate change, if any, is the move date shown on the Notice furnished by the Company.

~~3-A.~~ **Section 3-A.** Classifications shall mean “separate division of an occupation” and are identified as the titles of the job descriptions ~~agreed to,~~. ~~such as Tool/Test Tool Designer Specialist and Tool/Test Tool Designer Senior, such two named examples being separate job classifications.~~ **For example, the following job classifications are separate classifications: Tool/Test Tool Designer Specialist and Tool/Test Tool Designer Senior.**

~~3-B.~~ **Section 3-B.** Provided the employee can satisfactorily perform the available work, they may be regressed within the occupational seniority group: (1) to a lower-rated job classification within the affected occupation, or (2) to the last lower-rated job classification in other occupations that the employee previously held.

~~3-C.~~ **Section 3-C.** Probationary employees as defined in ~~Paragraph~~ **Section** 2 of this ~~Section~~ **Article** have no regression rights. ~~Such employees in the applicable job classification shall be laid off first and considered terminated without recall rights.~~ **Probationary employees in the effected job classification shall be laid off first and shall not have acquired recall rights.**

~~3-D.~~ **Section 3-D.** In case of a layoff due to lack of work, at least two (2) weeks of notice will be given to the affected employee. If ~~such~~ notice is not provided, eight (8) hours will be paid for each workday ~~for which~~ **that** notice was not provided, not to exceed eighty (80) hours. In the event of an emergency or circumstance over which the Company has no control, only eight (8) hours of notice need be given. An affected employee who is not at work to receive the layoff notice will be sent an expedited or certified letter to be delivered to their address of record with the Company and will not be paid eight (8) hours of pay in lieu of notification.

~~3-E.~~ **Section 3-E.** An employee who is in a group lead role will be laid off in line of seniority with employees in the job classification from which they were selected. When ~~such~~ **an** employee is to be laid off and the Company decides to replace ~~said~~ **the** employee, they may remain on the payroll past their layoff date for ~~a period up to~~ a maximum of sixty (60) **calendar** days for the purpose of transitioning the replacement.

Voluntary Layoff

~~4.~~ **Section 4**. In the application of the provisions of ~~Paragraph~~ **Section** 3 or 5 of this ~~Section~~ **Article**, an employee may, at ~~a~~ **the** time of **a** reduction in force in their department and job classification, volunteer to be laid off out of line of seniority. The employee’s request shall be approved by the ~~Labor Relations Senior Manager~~ **Labor and Employee Relations site lead** or their designee and the Union President or their designee. The layoff of such employee will not be subject to the **g**rievance **p**rocedure.

Mass Layoff

~~5.~~ **Section 5.** When a mass reduction in force occurs, those employees affected will be immediately laid off. The Company will have fourteen (14) calendar days to realign the affected employees in accordance with ~~Paragraphs~~ **Sections** 3 and 3-B.

Regression of Salaried Employees

~~6.~~ **Section 6**. If the Company elects to return a salaried employee to the bargaining unit **who has received a surplus or layoff notice**, ~~such~~ **the** employee shall be placed in the highest-rated job classification that they previously held, seniority permitting. If the **regressed** employee’s seniority does not permit regression to the highest-rated job classification previously-held, the employee will be regressed in accordance with the applicable provisions of this ~~Section~~ **Article**. If this highest-rated job classification no longer exists, the employee shall be placed in the most nearly equivalent job classification.

~~6-A.~~ **Section 6-A.** In the event that a regressing salaried employee’s seniority will not enable them to hold a job classification within the bargaining unit, the employee will be laid off and they will have recall rights as set forth in this Agreement. The ~~ninety (90)~~ **forty-eight (48)** month recall period will start with the date of layoff.

~~6-B.~~ **Section 6-B.** Employees promoted from hourly represented jobs to salaried positions on or after 11 February 1991 **and who are the subject of a surplus from a salaried position** will be considered by the Company for return to the bargaining unit for a period of five (5) years from the date of the most recent promotion to a salaried position. The five year limitation does not apply to any employee promoted to a salaried position prior to 11 February 1991.

~~6-C.~~ **Section 6-C.** An employee promoted out of the bargaining unit by the Company to a salaried position on or after 4 June 2001 will not accumulate bargaining unit seniority. If ~~such~~ **an** employee is returned to the bargaining unit **under these circumstances**, seniority will be based on the actual amount of time spent in the bargaining unit. However, employees promoted to these positions for an international assignment will be excluded from this provision and continue to accumulate bargaining unit seniority.

Transfers

~~7.~~ **Section 7.** Transferring employees is the sole responsibility of the Company, however, requests for transfer shall be given due consideration on the following basis: (a) capability for the job requested, (b) production needs, and (c) length of service with the Company. The effective date of an affected employee’s rate change, if any, is the move date shown on the Notice furnished by the Company. Employees transferring within the same labor grade between job classifications within the bargaining unit shall serve a probationary period of one hundred fifty (150) calendar days. An employee’s probationary period will be extended for the equivalent duration of any time that an employee is placed on inactive status due to a**n** ~~misconduct~~ investigation or an authorized leave of absence during the probationary period. Upon the employee’s return to ~~the~~ active **status** ~~payroll~~, the accumulation of days toward the completion of the probationary period will resume. Employees who do not successfully complete this probationary period will be returned to their previous job classification, seniority permitting.

~~7-A. Any employee who transfers into this bargaining unit and who has not previously held a position within this bargaining unit since last date of hire shall serve a probationary period of one hundred and fifty (150) calendar days. An employee’s probationary period will be extended for the equivalent duration of any time that an employee is placed on inactive status due to a misconduct investigation or an authorized leave of absence during the probationary period. Upon the employee’s return to the active payroll, the accumulation of days toward the completion of the probationary period will resume. The seniority date for such an employee shall be the effective date of the transfer and they shall begin to accumulate seniority from that date.~~

Recall

~~8.~~ **Section 8.** For recall purposes, except under ~~Paragraph~~ **Section** 5, ~~persons~~ **employees** laid off will be recalled to job classifications previously held, as a matter of Company record, in line with seniority as vacancies occur, provided that a**n** ~~person~~ **employee** to be recalled has satisfactorily performed the job to be offered.

~~8-A.~~ **Section 8-A.** An employee regressed under ~~Paragraph~~ **Section** 3-B of this ~~Section~~ **Article** to a job classification in a lower labor grade shall be offered recall to their former job classification in line with seniority as job vacancies occur provided they can satisfactorily perform the job to be offered. The term “former job classification” as used in this ~~Section~~ **Article** shall mean the job classification in the higher labor grade ~~from which~~ **that** the employee has been regressed **from** and ~~which~~ they held as a matter of Company record. The effective date of an affected employee’s rate change, if any, is the move date shown on the Notice furnished by the Company.

~~8-B.~~ **Section 8-B.** Laid off persons shall retain their seniority for ~~ninety (90)~~ **forty-eight (48) calendar** months. However, only up to forty-two (42) **calendar** months of said ~~ninety (90)~~ **forty-eight (48) calendar** months shall be counted toward vesting under the Retirement Plan provided the **retirement eligible** employee retains recall rights during said period.

~~8-C.~~ **Section 8-C.** Recalled employees failing to accept offered employment within ten (10) calendar days after the date of an expedited or certified letter addressed to the employee’s last address shown on the Company’s records shall lose their seniority unless proven illness is reported to the Company within ten (10) calendar days after the mailing of ~~said~~ **the** expedited or certified letter.

~~8-D.~~ **Section 8-D.** Employees **on layoff status** are required to notify the Company of any change in their address by contacting the Lockheed Martin Employee Service Center. In the event of any question as to whether an employee properly notified the Company of a change in their address, the employee will be obligated to provide proof of ~~such~~ **the** notification.

Promotion

~~9.~~ **Section 9.** When an opportunity for promotion ~~to a job classification~~ arises within a department and section number, the senior employee in the next lower job classification of the same occupation within ~~such~~ **the** department and section number will be considered in order of seniority ~~and if~~ **provided the employee has** an active request for promotion ~~is~~ on file with the Company. If the position cannot be filled within the same department and section, at the Company’s sole discretion, an employee outside of the department and section may be considered. An employee may submit a request for promotion at any time and remove their request for promotion at any time prior to an offer for training or promotion, consistent with Paragraphs A and B of this ~~Paragraph~~ **Section**; however, ~~such~~ **the** employee shall be ineligible to submit a request for promotion for six (6) **calendar** months after removing their request. All promotion requests on file become null and void each year on November 30. A person ~~having~~ **with** clearly superior qualifications for the job in question, as it is performed at this plant, may be selected. **To be valid,** **g**rievances arising out of the application of this provision ~~to be valid~~ shall be confined to complaints of prejudice or omission on the following basis: (a) that the classification concerned in the ~~claimant’s~~ **grievant’s** department and section number is directly related to required skills to the ~~claimant’s~~ **grievant’s** classification, and (b) that the ~~claimant~~ **grievant** compared with the person selected is equally qualified to meet the requirements of ~~such~~ **the** job as performed at this plant because of study, training, experience and ability. Grievances under this provision must be accompanied by written evidence at the time of filing. The effective date of an affected employee’s rate change, if any, is the move date shown on the Notice furnished by the Company.

1. Qualification Training Required Before Promotion
2. An employee’s request will become null and void once they have been considered and/or promoted, or they decline an offer for training prior to promotion into the requested classification. An employee who declines an offer for training becomes eligible to submit a new promotion request after six **(6)** **calendar** months.

1. An employee who accepts an offer for promotion for which training is required shall commit to the training and the position by signing a conditional irrevocable Change In Employee Status (CIES) form. An employee that is unable to successfully complete the training shall be ineligible to submit a new request for twelve (12) **calendar** months. An employee shall be ineligible to qualify for future consideration for any classification for which they successfully complete training and do not accept the promotion.

B. Qualification Training Not Required Before Promotion

1. An employee’s request will become null and void once they have been considered and/or promoted or they decline an offer for promotion into the requested classification. An employee who declines a promotion offer becomes eligible to submit a new promotion request after six (6) **calendar** months.

Loss of Seniority

~~10.~~ **Section 10.** An employee shall lose seniority and employment will cease for any of the following reasons:

1. Employee resigns.
2. Employee is discharged.

(c) A laid off employee fails to report for work in accordance with the recall provisions of this Agreement.

(d) An employee does not return from layoff after ~~ninety (90)~~ **forty-eight (48) calendar** months.

(e) An employee fails to return to work at the end of an authorized leave of absence.

(f) An employee is absent due to disability for a period of more than ~~twenty-four (24)~~ **twelve (12) calendar** months.

(g) An employee is absent for more than five (5) consecutive working days without properly notifying the Company.

Seniority for Employees in Union Positions

~~11.~~ **Section 11.** Area Stewards, ~~the President and Vice President of the Union~~, Chief Steward and Alternate Chief Steward of the Union Grievance Committee who have been employed by the Company for one year shall have and retain top seniority in their ~~job classification, occupational seniority group,~~ **respective departments as long as they remain officially in that capacity for the Union** providing that work is available that they can satisfactorily perform.

Information Furnished to the Union

 ~~12.~~ **Section 12.** A current seniority list by job classification shall be kept by the Company and shall be posted to the Labor **and Employee** Relations’ website. ~~Such~~ **The** list~~s~~ shall include employee name, LMPeople ID number, job classification, and hire date. This information shall be arranged by seniority order by job classification.

~~13.~~ **Section 13.** The Company will furnish the Union with a list of the names of employee(s) laid off as soon as practicable in accordance with ~~Paragraph~~ **Section** 3-D of this ~~Section~~ **Article**.

~~14.~~ **Section 14.** The Company shall furnish the Union with a list of employees who have been regressed in accordance with **Section** 6-A of this ~~Section~~ **Article**.

**Business Travel**

**Section 15. The provisions of this Article shall not be applicable for employees on Business Travel as provided in Article Twenty.**