

NAATS HQ E-Mail Update May 9, 2006

As you know, the election cycle is about to get underway. LM has already begun conducting mandatory meetings to tell you why it cannot stomach unions, and why you should vote to remain an at-will employee without any job protections. It's no secret – LM does not want the "inconvenience" of having to deal with a union; it wants unfettered freedom to treat each of us exactly as it pleases.

In fact, we are hearing all sorts of rumors about misinformation coming out of these meetings. (Please report what you are told to your Regional Director, or to Denise at NAATS headquarters, so I can correct untruths in future Updates.)

The first rumor I need to dispel is that the National Relations Labor Board (NLRB) – not LM -- will be running every aspect of the upcoming election and it has not yet set any dates. What we do know is that it will be conducting a secret, mail-ballot election and that it will probably mail out the ballots in mid-June and then collect and count them several weeks later. As soon as the NLRB does establish procedures and set dates, rest assured, I will pass them along to you promptly.

I am also hearing rumors to the effect that if you vote in favor of union representation your wages and benefits will be in jeopardy. Hogwash! LM cannot legally change (reduce) your current wages or benefits while the collective bargaining process is underway and you are guaranteed the right to ratify (or reject) any tentative agreement that gets negotiated. On the other hand, if you vote against union representation, you will be at LM's absolute mercy – it will then be able, unilaterally, to cherry-pick among us, and to pay each of us, individually, whatever it decides we deserve. And, it will be able to tell each of us, individually, when, where, what and how to do our jobs without any limitations, and to terminate us for any reason. We will have no job protections whatsoever, and no means (grievance procedure) for challenging LM's actions. Remember: United We Stand – Divided We Fall (and can be picked off, one by one).

I am also hearing that NAATS has no experience representing private sector employees. While technically true, NAATS is the only union that has any knowledge of, and experience in, representing flight service specialists. And, beginning in 1995 when Congress removed FAA employees from the coverage of law applicable to all other federal employees, NAATS began operating just like any private sector union and negotiated a contract that covered the wages and benefits, as well as working conditions, of flight service employees. Nonetheless, to strengthen our hand, NAATS affiliated last year with NAGE/SEIU to gain access to a host of additional private-sector resources. Finally, as LM has been the first to admit, NAATS' clout at the bargaining table has been enhanced enormously now that it is operating in the private sector because we (you) now

have a right to call a strike to pressure our employer to give us a favorable contract, a right we never possessed while working for the FAA. And while LM could theoretically try to replace us if we were to go out on a lengthy strike, all I can say is “good luck” – our jobs are far too technical and require far too much knowledge and training for LM to be able to go out and hire replacements off the street.

Remember the promises LM made to us about our receiving weekend differential and holiday pay, to name just a few LM promises that have never come to fruition? If those promises had been in a collective bargaining agreement, LM would not have been to walk away from them. Ask yourself -- Are you satisfied with your schedule, personal days, lack of weekend differential, lack of the choice of either holiday pay or taking the day off? What would our jobs, wages and benefits be today if LM had been “off the hook” and not exposed to the possibility that you might vote for NAATS representation? The only reason LM is “holding the line,” albeit temporarily, is because if it were to treat us more poorly, it might get stuck with a union. Do you really want to give them that right by voting not to be represented? Do you really want to be an “at-will” employee without any job rights or protections, or a grievance procedure?

Below is just one of many contracts LM has negotiated over the years. Take a look at some of the benefits negotiated.

<http://www.iamaw.org/publications/contracts/lockheedmartinspacecenter.htm>

About the IAM

The contract at Lockheed Martin Space System was negotiated by [LL 610](#) of Cape Canaveral, Florida and [LL 2786](#) of Santa Maria, California.

The new agreement between the IAM and Lockheed Martin was tentatively agreed to May 3, 2001 and was ratified by the membership May 6 by an 86% acceptance count. **The New IAM Contract at Lockheed Martin Space System**

3 Year Agreement effective May 6, 2001 through May 2, 2004

4% General Wage Increase the first year and 3% in the second and third year

All GWI's applied to all minimum and maximum rates

\$1500.00 ratification bonus to be paid on May 31, 2001

37 Paid Holidays over life of the agreement

Pension plan increased from \$40.00 to \$50.00 per month per year of credited service and retroactive to January 1, 2001

New HMO medical plan to be offered in addition to existing plans

Improvements to the existing Medical and Dental plans with no increases in employee cost
Pay up to eight (8) hours when not allowed to work due to Range Safety limitations being enforced

Group Leader Bonus increased from \$0.50 to \$0.75 per hour

Modified language to allow personal leave and vacation to be taken in one hour increment

Per diem rate increased from \$36.00 to \$40.00 per day on

Continental USA travel

Per diem rates of up to \$75.00 per day for travel outside the continental USA
Travel allowance for personal vehicle use increased from \$0.31 to \$0.34-1/2 per mile
Travel pay at straight time and overtime for all hours traveled
Vacation accrual of up to 400 hours, pay for all hours above accrual
Personal Leave accrual of up to 10 days, pay for all hours above accrual
Incentive program that will accumulate up to 21 weeks of bonus pay
Layoff and Retention Benefit of \$5000.00 if laid off before a program completion and \$2500.00 if retained after
Recognition agreement at the offsite Launch Operation location in Kodiak Alaska
Restriction on return rights with seniority for employees who have left the bargaining unit
Letters of understanding on preferential hiring upon lay off
Aerospace Coordinator Crowdis congratulates the negotiating committees from both sites for their diligence and an excellent job under some very difficult situations.

Finally, I have nothing new to report on either the EEOC case or the 1.7% issue as of today. The web site should be upgraded in the next day or two, there were a few issues to iron out with the new server. I apologize for the delay on the web site and long stretch between updates.

You have a great opportunity here to create an organization that will represent you into the future, please get involved and make a difference.

Kate Breen