

Lockheed Martin Information and
Technology Services, a Division of
Lockheed Martin, Inc.

And

NLRB Case No. 5-CA-32626

National Association of Air Traffic
Specialists (NAATS), NAGE-SEIU

GLOBAL SETTLEMENT AGREEMENT

This Global Settlement Agreement (Agreement) is entered into between Lockheed Martin Information and Technology Services (LMITS), a division of Lockheed Martin Corporation and the National Association of Air Traffic Specialists (NAATS), NAGE-SEIU Affiliate Local R 3-11, with the acknowledgement of Steve Shuster, Acting Regional Director, Region 5, of the National Labor Relations Board (NLRB).

1. By entering into this Agreement, LMITS does not admit any wrongdoing, or waive any defense available to it, but enters into the Agreement to avoid protracted litigation.

2. By entering into this Agreement, NAATS does not admit any wrongdoing or that the claims it previously made were without merit, but enters into the Agreement to avoid protracted litigation.

3. By entering into this Agreement, LMITS and NAATS ("the parties") agree that the issue as to representation of the Air Traffic Control Specialists by NAATS for purposes of collective bargaining should be decided by the informed choice of affected employees under the auspices of an NLRB-conducted, secret-ballot election to determine if they do or do not wish to be represented by NAATS.

4. Without admitting any wrongdoing, NAATS agrees that, upon execution of this Agreement, NAATS and its representatives will cease and desist from any lobbying or other

efforts to oppose the privatization of Flight Service and will initiate no litigation seeking to rescind the FAA's A-76 contract awarded to LMITS or to re-federalize the workforce.

5. Forty-five (45) days after execution of this Agreement, which shall be considered a cooling off period, NAATS will conditionally withdraw the charge in Case No. 5-CA-32626 and the NLRB will conditionally approve the withdrawal, subject to compliance with the terms of this Agreement.

6. Within ten (10) days of NAATS conditionally withdrawing its charge in Case No. 5-CA-32626, LMITS will file an RM petition for an election based on its reasonable uncertainty of NAATS representative status. The RM petition will seek an election in the following unit:

Included: All Air Traffic Control Specialists, formerly known as the FG-2152 series, and now employed by Lockheed Martin Information & Technology Services on its Automated Flight Service Station program, Contract Number DTFAWA-05-C-00031.

Excluded: All office clerical employees, supervisors and guards as defined in the Act.

The parties agree that the "Snowe Amendment" employees on temporary assignment from the FAA are not eligible to vote. The parties further agree that they will enter into a Consent Election Agreement, which the Region agrees to process, to conduct an election in that unit within 42 days of the filing. A copy of that Consent Election Agreement providing, *inter alia*, for the conduct of a free and fair, secret mail-ballot election by the NLRB is attached hereto, and made a part hereof.

7. NAATS and LMITS agree to communicate in a factual, informational and constructive manner during the course of the representation election campaign. In addition, neither party will engage in conduct, threats, misrepresentations, or delaying tactics which might thereby unlawfully interfere with employee efforts to select or reject a union representative.

Neither party will provide any support or assistance of any kind to any person or group which is opposed to the principles of this Agreement. Further, both parties agree to be bound by the provisions of the National Labor Relations Act with respect to conduct and comments and will cooperate in good faith with the NLRB in an attempt to resolve any unfair labor practice charges which may be filed by either party.

8. LMITS agrees that it will communicate in a pro-LMITS manner and will not engage in ad hominem attacks on any NAATS representative and will not misrepresent facts about NAATS and unionization.

9. NAATS agrees that it will communicate in a pro-NAATS manner and will not engage in ad hominem attacks against any LMITS manager or representative and will not misrepresent facts about LMITS or unionization.

10. LMITS agrees that the Air Traffic Control Specialists are free to support or oppose NAATS and that it will in no way interfere in their union activities or discriminate in any manner whatsoever against any Air Traffic Control Specialists because of their choice or union activities. Specifically, LMITS agrees that support for or opposition to NAATS will not be a factor considered, *inter alia*, in scheduling decisions, or the retention and/or transfer of Air Traffic Control Specialists as operations are consolidated.

11. Each member of the NAATS Board of Directors will be allowed up to 10 days (taken in whole day increments) time off without pay from the date this Agreement is effective through the date of the representation election initiated under paragraph 7 above for the purpose of conducting union business. NAATS agrees that to be eligible for this time off, the NAATS Board Member must give his or her supervisor at least 7 days notice for approval. LMITS agrees

that approval of requests for time off to conduct union business will not be unreasonably withheld.

12. LMITS agrees that, with 24 hours notice to the site manager, on one occasion during the period between the filing of the RM petition and the election at any facility with fewer than 40 Air Traffic Control Specialists and on two occasions at any facility with more than 40 Air Traffic Control Specialists, each flight service station may be visited by a NAATS officer(s) and/or agent(s) for the purpose of visiting with Air Traffic Control Specialists in a non-working area during non-working time.

13. LMITS agrees that, at the end of the 45 day period referenced in paragraph 5, it will provide NAATS, in an electronic format, a list of all the current employees in the potential voting unit along with the most recent address on LMITS' employment records.

14. If NAATS is not selected and certified as bargaining agent by a majority of the Air Traffic Control Specialists voting in the election and any objections to the election by NAATS have been resolved in favor of LMITS, the parties will have fulfilled all of their obligations under this Agreement and the resolution of Case No. 5-CA-32626 will be complete. At that time, the parties will jointly request that the NLRB's conditional approval of the withdrawal of the charge be finalized by the Regional Director and the case closed.

15. If NAATS is selected by a majority of the Air Traffic Control Specialists voting in the election and thereafter certified by the NLRB as the lawful representative of the Specialists, LMITS will promptly thereafter, in a written acknowledgement, recognize NAATS and agree to meet with its representatives and to negotiate a collective bargaining agreement to cover the Air Traffic Control Specialists' wages, hours, and the terms and conditions of their employment. During the course of good faith negotiations, LMITS will maintain the wage and benefits

structure, in effect as of the date of any certification of NAATS as bargaining agent, pursuant to the contract with the FAA (Contract Number DTFAWA-05-C-00031).

16. Upon the issuance of the acknowledgement referenced in paragraph 15 above, the parties will have fulfilled all of their obligations under this Agreement and the resolution of Case No. 5-CA-32626 will be complete. At that time, the parties will jointly request that the NLRB's conditional approval of the withdrawal of the charge be finalized by the Regional Director and the case closed.

Dated this 24 day of March, 2006.

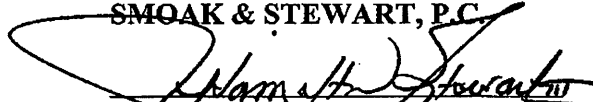
LOBEL, NOVINS & LAMONT



By: Arthur J. Fox II, Esquire

**Counsel for National Association of Air
Traffic Specialists (NAATS), NAGE-SEIU**

**OGLETREE, DEAKIN, NASH,
SMOAK & STEWART, P.C.**



By: J. Hamilton Stewart, III, Esquire

**Counsel for Lockheed Martin
Information and Technology Service,
A Division of Lockheed Martin, Inc.**

Acknowledged

National Labor Relations Board

By: _____

Steve Shuster, Esquire
Acting Regional Director
Region 5

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD**CONSENT ELECTION AGREEMENT**

The parties agree that a hearing is waived, that approval of this Agreement constitutes withdrawal of any notice of hearing previously issued in this matter, that the petition is amended to conform to this Agreement, and further **AGREE AS FOLLOWS:**

1. **SECRET BALLOT.** A secret-ballot election shall be held under the supervision of the Regional Director in the unit defined below at the agreed time and place, under the Board's Rules and Regulations. The determination of the Regional Director shall be final on any question raised by any party, including questions on the eligibility of voters. The Regional Director's rulings on any certification resulting from the election shall also be final.

2. **ELIGIBLE VOTERS.** The eligible voters shall be unit employees employed during the designated payroll period for eligibility, including employees who did not work during that period because they were ill, on vacation, or were temporarily laid off. Employees engaged in any economic strike, who have retained their status as strikers and who have not been permanently replaced are also eligible to vote. In addition, employees engaged in an economic strike which commenced less than 12 months before the election date, who have retained their status as strikers but who have been permanently replaced, as well as their replacements are eligible to vote. Employees who are otherwise eligible but who are in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are 1) employees who have quit or been discharged for cause after the designated payroll period for eligibility, 2) employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and 3) employees engaged in an economic strike which began more than 12 months before the election date who have been permanently replaced. The employer shall provide to the Regional Director, within seven (7) days after the Regional Director has approved this agreement, an election eligibility list containing the full names and addresses of all eligible voters. **Excelsior Underwear, Inc., 156 NLRB 1236; North Macon Health Care Facility, 315 NLRB 356.**

3. **NOTICE OF ELECTION.** Copies of the notice of election shall be posted by the Employer in conspicuous places and usual posting places easily accessible to the voters at least (3) full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

4. **ACCOMMODATIONS REQUIRED.** All parties should notify the Regional Director as soon as possible of any voters, potential voters, or other participants in this election who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603, and who in order to participate in this election need appropriate auxiliary aids, as defined in 29 C.F.R. 100.603, and request the necessary assistance.

5. **OBSERVERS.** Each party may station an equal number of authorized, nonsupervisory-employee observers at the polling places to assist in the election, to challenge the eligibility of voters, and to verify the tally.

6. **TALLY OF BALLOTS.** Upon conclusion of the election, the ballots will be counted and a tally of ballots prepared and immediately made available to the parties. When appropriate, the Regional Director shall issue to the parties a certification of representative or results of election.

7. **OBJECTIONS, CHALLENGES, REPORTS.** Objections to the conduct of the election or conduct affecting the results of the election, or to a determination of representation based on the results of the election, may be filed with the Regional Director within 7 days after the tally of ballots has been prepared and made available to the parties. The Regional Director will cause a copy of the objections to be served on each of the other parties. If objections are sustained, the Regional Director may include in the report an order voiding the results of the election and in that event, shall be empowered to conduct a new election under the terms of this Agreement at a date, time, and place to be determined by the Regional Director. If the challenges are determinative of the results of the elections, the Regional Director shall investigate the challenges and issue a report. The method of investigation of objections and challenges, including the question whether a hearing should be held, shall be determined by the Regional Director, whose decision shall be final.

8. **RUNOFF PROCEDURES.** If more than one labor organization signs this Agreement and no choice on the ballot receives a majority of the valid ballots, the Regional Director shall proceed under the Board's Rules and Regulations.

OVER

9. **COMMERCE.** The Employer is engaged in commerce within the meaning of Section 2(6) and (7) of the National Labor Relations Act and a question affecting commerce has arisen concerning the representation of employees within the meaning of Section 9(c). *(Insert commerce facts.)*

The Respondent, a Maryland corporation with its headquarters in Bethesda, Maryland, and an office and place of business in Cherry Hill, New Jersey, has been engaged, at various locations throughout the United States including a facility at Leesburg, Virginia, in the business of providing technology services to various customers including the Federal Aviation Administration, an agency of the United States government. Since on or about October 4, 2005, Respondent in conducting its business operations, will annually provide services valued in excess of \$50,000 to the Federal Aviation Administration.

10. **WORDING ON THE BALLOT.** When only one labor organization is on the ballot, the choice shall be "Yes" or "No". If more than one labor organization is on the ballot, the choices shall appear as follows, reading left to right or top to bottom. *(If more than one labor organization is on the ballot, any labor organization may have its name removed by the approval of the Regional Director of a timely written request.)*

First.

Second.

Third.

11. **PAYROLL PERIOD FOR ELIGIBILITY - THE PERIOD ENDING** To be determined by Regional Director.

12. **DATE, HOURS AND PLACE OF ELECTION.**

A mail ballot election with specifics to be determined by Regional Director.

13. **THE APPROPRIATE COLLECTIVE-BARGAINING UNIT.**

All full-time and regular part-time Air Traffic Control Specialists, formerly known as the FG-2152 series, and now employed by the Employer on its Automated Flight Services station program, contract number DTFAWA-05-C-00031, excluding all guards, professional employees, office clerical employees, and supervisors as defined in the Act.

Lockheed Martin Information and Technology Services, a Division of Lockheed Martin, Inc.

(Employer)

By *D. Hannah Stewart III* 3/26/06
DELETREE, DENNIS, NASH, SMITH & STEWART
COUNSEL FOR EMPLOYER
(Name) (Date)
(Title)

Recommended:

(Board Agent) (Date)

Date approved _____

Regional Director
National Labor Relations Board

Case 5-RM-

National Association of Air Traffic Specialists (NAATS), NAGE-SEIU

(Labor Organization)

By *Arthur J. Davis* 3/24/06
COUNSEL FOR UNION
(Name) (Date)
(Title)

(Labor Organization)

By _____
(Name) (Date)

(Title)