NOT PRECEDENTIAL

UNITED STATES COURT OF APPEALS
FOR THE THIRD CIRCUIT

_____

No. 06-3450

_____

INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, AFL-CIO, LOCAL 241,
Appellant,

v.

LOCKHEED MARTIN MARITIME SYSTEMS AND SENSORS (formerly NAVAL ELECTRONIC AND SURVEILLANCE SYSTEMS-SURFACE SYSTEMS)

_____

On Appeal from the United States District Court
for the District of New Jersey
(D.C. No. 05-cv-00484)
District Judge: Honorable Jerome B. Simandle

_____

Submitted Under Third Circuit L.A.R. 34.1(a)
June 29, 2007

_____

Before: BARRY, FUENTES, and GARTH, Circuit Judges
(Opinion Filed: July 19, 2007)

_____

OPINION

_____

Garth, Circuit Judge:

The appeal taken by the International Federation of Professional and Technical Engineers, AFL-CIO, Local 241 ("the union") challenged the decision of Lockheed Martin

Maritime Systems and Sensors ("Lockheed Martin") to bring third-party employees into its Moorestown, New Jersey facility to perform approximately 640 hours of Drafter Designer-Electrical work. The union asserted that Lockheed Martin's action violated the parties' Collective Bargaining Agreement ("CBA") and sought to have the dispute submitted to arbitration. Alternatively, in the event it was held that the dispute was not arbitrable per the terms of the CBA, the union argued that Lockheed Martin's decision to engage subcontractors to perform the work rather than to recall Christopher Vansaghi, a union member and employee on layoff, violated the CBA.

The District Court carefully reviewed the arguments of counsel and the CBA provisions at issue and concluded in a well-reasoned opinion that the grievance did involve subcontracting and thus was not arbitrable. It also held that Lockheed Martin had not violated the CBA by subcontracting rather than recalling a worker on layoff.

For the reasons so ably expressed by the District Court judge in his opinion dated June 21, 2006, we will affirm the judgment in favor of Lockheed Martin.