

AGREEMENT

BETWEEN

**MISSISSIPPI SPACE SERVICES
ABACUS TECHNOLOGY CORPORATION
INDYNE, INC.
MADISON SERVICES, INC.
OCCU-HEALTH, INC.**

Stennis Space Center/Facility Operating Services

**John C. Stennis Space Center
Stennis Space Center, MS 39529-6000**

AND

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
Local No. 2249
AFL-CIO**

9 JUNE 2005 THROUGH 8 JUNE 2009

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PREAMBLE

This agreement entered into by and between Mississippi Space Services Stennis Space Center/Facility Operating Services Project, and its subcontractors (Abacus Technology Corporation, InDyne, Inc., Madison Services, Inc., and Occu-Health, Inc.) their successors and assigns (hereinafter called "Company") and the International Association of Machinists and Aerospace Workers, AFL-CIO, and its Local Lodge 2249, (hereinafter called "Union") evidences the desires of the parties hereto to promote and maintain harmonious relations between the Company, and the Union and Employees represented by the Union, by setting forth herein the terms of agreement relating to rates of pay, hours of work and conditions of employment.

ARTICLE I INTRODUCTION

Section 1. Application.

This Agreement applies to the employees of the Company assigned to Stennis Space Center/Facility Operating Services at Stennis Space Center, Mississippi.

Section 2. Purpose.

The purpose of this contract is to set forth the agreement reached June 23, 2005, between the Company and the Union, who are signatory hereto, as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

Section 3. Duration.

This contract shall become effective **9 June 2005** except for those provisions herein which specify a different effective date and shall continue through **8 June 2009** and yearly thereafter unless notice is given in writing of a desire to change, modify or terminate this contract by either party to the other party sixty (60) days or more prior to the expiration of this contract, or any anniversary date thereof.

In the event notice is given, negotiations shall commence within thirty (30) days after said notice and shall continue until an agreement is reached, or until ten (10) days advance notice is given by either party to the other to terminate the contract. Until then the terms and provisions of this contract shall remain in full force and effect. In the event no such notice is given, this contract shall be automatically renewed and extended for additional periods of time of one year thereafter, unless one party gives to the other party sixty (60) days prior written notice before the end of any yearly period of a desire to change, modify or terminate this Agreement.

Section 4. Savings Clause.

In the event that any Federal or State Legislation, governmental regulation or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect.

Section 5. No Strikes or Lockouts.

During the life of this Agreement, no work stoppages, strikes, or slowdown shall be called or sanctioned by the Union, and no lockouts shall be made by the Company. Any employee actively

involved in a work stoppage, strike, or slowdown in violation of this provision shall be subject to disciplinary action, including discharge. The Union shall take prompt and reasonable steps to stop such violation.

Section 6. Gender Neutral.

It is understood that wherever in the Agreement employees or jobs are referred to in the male gender it shall be recognized as referring to both male and female employees.

Section 7. Waiver.

The Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject not specifically referred to or covered in this Agreement.

This agreement and the applicable benefit agreements are the sole and controlling source of employees' rights and benefits. The entitlement of employees to rights, benefits, privileges shall be governed solely by those agreements without regard or reference to any past practices of the parties as they may have existed before the effective date of this agreement.

Section 8. Mutual.

Exceptions, local or side agreements or modifications of this Agreement may not be made except by mutual agreement in writing between the MSS Manager of Human Resources, the Union International Representative, President of Local 2249 and the affected Committeepersons.

**ARTICLE II
MANAGEMENT RIGHTS & GOVERNMENT RESPONSIBILITY**

Section 1. Management Rights.

Except to the extent expressly abridged by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its rights to manage the business, as such rights existed prior to the execution of this Agreement. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered for its duration by the Company in accordance with such policy or procedure as the Company may determine from time to time.

Section 2. Government Responsibility.

The Union recognizes that the Company is a contractor to the Federal Government at NASA, Stennis Space Center, Mississippi and that the Company is required at all times to fully meet its obligations as a Contractor. The Union further recognizes that from time to time the Government may impose legal and/or lawful demands or obligations upon the Company and that the Company and its employees must meet such demands, obligations or comply with such rules or regulations as may be promulgated or imposed by the Government.

It is further understood that if a security clearance is required in order to perform work in job classifications covered by the Collective Bargaining Unit, that such security clearance shall be a condition of continued employment with the Company. Such employees shall be subject to investigation for security clearance under regulations prescribed by NASA or any other authorized and appropriate agency of the United States Government. A denial or withdrawal of

such clearance by such government agency shall be just cause for discharge. However, if the affected employee is qualified and cleared to work in a different position under this collective bargaining agreement, (s)he shall be offered that position provided (s)he has the necessary seniority.

ARTICLE III

RECOGNITION, REPRESENTATION, ACCESS & SECURITY

Section 1. Recognition and Exclusive Representation.

The Company recognizes the Union as the sole and exclusive Collective Bargaining agency for the purpose of Collective Bargaining with respect to rates of pay, hours of work, and other conditions of employment pursuant to Sections 9(a) of the National Labor Relations Act and the certifications of representation in:

- (a) Case No. 15-RC-4714 of the 16th day of September, 1971, and, Case No. 15-RC-4713 of the 23rd day of September, 1971 for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act; and,
- (b) Case No. 15-RC-6461 of the 23rd day of July, 1979 for all office clerical employees, including property administrators, planner/schedulers and estimators employed by the Company at the Stennis Space Center; excluding all other employees, including industrial relations employees, administrative secretaries, confidential employees, technical writers, licensed and/or professional engineers, field engineers, associate engineers, architects, physicians, head nurses, nurses, guards, watchmen, foremen and supervisors as defined in the Act.
- (c) Case No. 15-RC-7805 dated 20 December 1993 for all compositors, reproduction operators, photographers, video technicians, photo technicians, illustrators and technical information specialists employed by the employer at the Stennis Space Center; excluding all other employees; guards, watchmen and supervisors.
- (d) Case No. 15-RC-7897 dated 2 March 1995 for Utility Service Control technicians employed by the Company at the Stennis Space Center, excluding all professional employees, guards and supervisors as defined by the Act.
- (e) Case No. 15-RC-3217 dated 7 March 1966 for janitors, matrons and refuse employees employed by the Company at the Stennis Space Center, excluding professional, technical, office clerical employees, guards and supervisors.
- (f) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 5 September 2001 for Visitors Relations Specialist I and Visitors Relations Specialist II employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the

Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.

- (g) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 4 January 2003 for Tugboat Pilot employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.
- (h) Case No. 15-RC-4714 and Case No. 15-RC-4713 dated 21 May 2002 for Remediation Waste System Operator employees employed by the Company at the Stennis Space Center, for cafeteria, fire department, operations, transportation, maintenance, warehouse, inventory and purchasing employees of the Company at the Stennis Space Center, excluding watchmen, guards, professional employees and supervisors as defined in the Act.

The Company and Union agree and understand that classification names have changed and recognition has been extended to other classifications since the issuance of the above-described certifications. The Company recognizes the Union as employees' sole and exclusive representative for the purposes of collective bargaining of the classifications listed in Exhibit A.

Section 2. Union Representation.

The Company will recognize and deal, where appropriate, with all accredited members of the Union Committee, Stewards, and other Union Representatives in all matters relating to grievance, interpretations of the agreement, or in any other matters which affect, or may affect, the relationship between the Company and the Union. The Company agrees to holding a quarterly labor management meeting to facilitate open communication between the Company and Union. **These meetings will be scheduled annually during the months of March, June, September and December.**

A written list of the Union committeepersons and Union Stewards will be furnished to the Company after their designation and the Union will notify the Company of any changes. The Union Committeepersons will consist of the following:

- Facilities Systems Department – 2 Committeepersons
- Test Complex Support Department – 2 Committeeperson
- Institutional Services- 1 Committeeperson
- Office/Clerical – 1 Committeeperson
- Graphics/VRS/Clinic – 1 Committeeperson
- At-Large -- Union President
- Roads and Grounds – 1 Committeeperson
- Custodial – 1 Committeeperson
- Vice President – 1 Committeeperson
- Union Secretary/Treasurer – 1 Committeeperson**
- Recording Secretary – 1 Committeeperson

The Company shall pay employees covered by this Agreement and representing the Union at their straight time rate for the time spent during the employee's normally scheduled work period in negotiating a Collective Bargaining Agreement, processing grievances, arbitration hearings and attending Company Union meetings.

It is agreed that the employees representing the Union in the negotiating of a Collective Bargaining Agreement with the Company shall consist of the Union committeepersons as previously defined.

Hours spent in preparing and for negotiating a Collective Bargaining Agreement will be agreed upon by the Union and the Company.

Union committeepersons, **stewards and officers of the Union will be granted unpaid leave(s) to attend official union meetings and/or training. However, the Company reserves the right to withhold approval where it is determined that such leave(s) would unreasonably impact operations.**

Section 3. Union Access to Company Premises.

Accredited representatives of the Union shall be permitted to enter on the premises of the Company at all reasonable times to the extent that government regulations permit. Upon being admitted, the Union representatives shall inform the Manager, Human Resources, or his/her designated representative, and the subcontractor Site Manager/designee, if any, of the area or areas they wish to visit and then proceed to the area they wish to visit and contact the supervisor then present in the area. It is understood that if it becomes necessary for the Union representatives to engage in any substantial discussion with an employee during his/her working time, then the Union representatives will secure permission for such discussion from the employee's supervisor.

The collection of dues and assessments and campaigning for Union office will be restricted to non-working hours, but in no event shall any Union representative engage in organizing or campaigning for political office on Company premises.

Section 4. Union Security.

For the convenience of the Union and employees who are members of the Union, the Company agrees to deduct regular **weekly** Union dues from the wages of each employee who authorizes such deduction as provided for herein.

An employee who desires the Union dues to be deducted from his/her wages shall submit a fully executed authorization form to the Company, as approved by the parties, signed by said employee from whose wages deductions are to be made as provided for therein.

Deductions shall be made for the regular **weekly** Union dues of each employee in the bargaining unit for whom the above authorization has been received **effective** the first full pay period **after** an employee's authorization is received. Deductions shall continue **weekly** in like manner thereafter.

Deductions shall be remitted monthly to the designated Financial Officer of the Union not later than fifteen (15) days after the last **weekly** deductions have been made each calendar month. The

Company shall furnish the designated Financial Officer of the Union with a monthly record of those for whom deductions have been made.

An employee's authorization for dues deduction shall automatically be voided upon his or her transfer outside the bargaining unit.

An employee changing the company for whom (s)he is working shall submit a new authorization card.

Temporary employees are **exempt** from this section. On call employees shall have minimum dues deducted and remitted to the Union in accordance with this article.

Section 5. Permanent Union Office.

The Company will support, with its customer, the provision of a union office with adequate office space for all union committee members to meet. Any and all signage shall be consistent with NASA regulations and specifications. The office will have a computer and phone connection.

ARTICLE IV EQUAL OPPORTUNITY

Section 1. Equal Opportunity.

The Company and the Union mutually agree to cooperate in establishing and/or maintaining, at the project covered by this Agreement, Equal Employment Opportunity, Affirmative Action Programs, the Americans with Disabilities Act (ADA) and Family and Medical Leave Act (FMLA) consistent with all Government statutory obligations applicable to employees and applicants for employment and thereby to provide, consistent with corporate policy, equal treatment with respect to rates of pay, benefits and other terms and conditions of employment and employment opportunity regardless of race, color, religion, sex, national origin, age, disability, or membership or non-membership in any labor organization. The Company shall also give due consideration to qualified Veterans.

When the Company needs additional employees, the Union will be given equal opportunity with all other sources to provide suitable applicants. The Company, however, shall not be required to hire those referred by the Union or any other sources.

ARTICLE V GRIEVANCE & ARBITRATION PROCEDURE

Section 1. Grievance Procedure.

It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the Union, the employee, and the Company.

For the purpose of this Agreement the term grievance means any differences arising between the Company and the Union or an employee involving the interpretation or application of the terms of this Agreement.

Whenever an employee covered by this Agreement has instituted a grievance as described below or wishes to institute a grievance, the Union Steward and/or the Union committee person responsible for that employee's work area shall be permitted to leave his/her work area to adjust the matter. An employee may inform the Union that (s)he does not desire Union representation which request shall be honored; however, such a request shall not deprive the Union of the right to be present and participate at all stages of the grievance procedures. The Union Representative must secure permission from his/her Supervisor prior to his/her departure during working hours which permission shall be granted unless the Union Representative's departure at that time would create an extremely critical situation. If the Union representative must enter a work area other than his/her own in fulfillment of his/her duties, (s)he shall notify the Supervisor in that area of his/her presence and purpose. The Supervisor shall allow the Union Representative to discuss the matters with the affected employee unless discussion at that time would create an extremely critical situation. Upon the request of an employee or the Union Representative, the Supervisor shall permit the Union Representative and the affected employee to discuss matters relating to a complaint or grievance in private. Time spent in investigating and adjusting grievances by Union Representatives and employees during working hours shall be limited to a reasonable period of time which the parties hereto would not normally expect to exceed 30 minutes to an hour per investigation.

Step 1. (Oral) A grievance shall be raised by the aggrieved employee with Union Representation which would normally be the employee's area steward/committeeperson, presenting the facts and issues in connection with the grievance to the aggrieved employee's Supervisor. The initial raising of a grievance must be done within five (5) working days of the occurrence of the facts that give rise to the grievance, or else it shall be considered waived. Employees raising a grievance shall cite the Article of the Collective Bargaining Agreement that has been violated. The Supervisor shall have three working days in which to advise the employee, and the Union Representative of his/her decision in connection with the grievance raised. Should this fail to settle the grievance, then:

Step 2. The grievance shall be reduced to writing by the Union Representative and the aggrieved employee and be presented to the MSS Department Manager, or his/her designated representative, and the subcontractor Site Manager/designee, if any, within three (3) working days by the Union Representative and the aggrieved employee, or else it shall be considered waived. Grievances or disputes affecting the employees in a Unit as a whole may be initiated by the Union by presenting it in writing to the MSS Department Manager, or his/her authorized representative, and the subcontractor Site Manager/designee, if any, within seven (7) working days of the occurrence of the facts giving rise to the grievance or else it shall be considered waived. The MSS Department Manager, or his/her designated representative, and the subcontractor Site Manager/designee, if any, shall answer in writing within three (3) working days. Should this fail to settle the grievance then:

Step 3. The grievance shall be presented to the MSS Manager, Human Resources or his/her designated representative within five (5) working days of the answer of the MSS Department Manager or his/her designated representative and the subcontractor Site Manager/designee, if any, or else the grievance shall be considered waived. A conference shall then be **expeditiously arranged and held within fifteen (15) working days, which period may be extended by mutual agreement**, between the MSS Manager, Human

Resources, the subcontractor Site Manager/designee, if any, and a maximum of three (3) on-site representatives, **not including the Business Representative**, of the Union **and the aggrieved employee**. The MSS Manager, Human Resources shall have five (5) working days in which to answer the grievance in writing. In the event that this conference fails to settle the grievance amicably, the Union may refer the matter to arbitration.

Section 2. Company Grievances.

The Company shall have the right to file grievances alleging violations by the Union of the Collective Bargaining Agreement. Such grievances shall be filed by the MSS Manager, Human Resources with the Local Union President and shall be resolved in accordance with Step 3 above – i.e., the Local Business Representative shall have five (5) working days in which to answer the grievance in writing.

Section 3. Arbitration Procedure.

Any grievance not adjusted in the normal manner or any dispute between the Company and the Union involving the interpretation or application of this agreement shall be referred to arbitration as herein provided.

The Company and Union will make every attempt to mutually agree upon an arbitrator to hear any case before submitting to the Federal Mediation and Conciliation Service.

In the event the parties are unable to agree on an arbitrator, then either or both parties may request the Federal Mediation and Conciliation Service to submit a panel of five (5) names to the parties. If the parties agree and select an arbitrator, the arbitrator's name will be sent to the Federal Mediation and Conciliation Service. In the event the parties cannot agree on an arbitrator, the choice shall be made by the alternate strike method. The person whose name is not struck shall be named as arbitrator. The determination of who goes first shall be made by tossing a coin. After a case on which the arbitrator is empowered to rule hereunder has been referred to said arbitrator, it may not be withdrawn by either party except by mutual consent.

The arbitrator shall have no power to alter, change, or modify the terms of the Agreement.

The arbitrator shall render a decision, signed by the arbitrator, and copies of the award shall be delivered or mailed to each of the parties.

There shall be no appeal from the arbitrator's decision, which shall be final and binding on the Union and its members, the employee or employees involved covered by this Agreement, and the Company.

Regardless of the outcome of any matter submitted to arbitration, the costs thereof shall be borne by the Company and the Union, share and share alike. Such costs shall be limited to the arbitrator's fee and expenses. The costs of any additional services required by either party shall be borne by the party requesting these additional services. The cost of requests for arbitration panels shall be alternated by the Union and the Company.

Any grievance not presented, processed to adjustment or scheduled for arbitration as provided in this article within six (6) months of the date of the alleged contract violation shall be waived. The time limitations set forth in this article may be extended by mutual agreement of the parties.

ARTICLE VI EMPLOYEE BENEFITS

Section 1. Holidays.

Employees covered by this Agreement shall receive eight (8) hours of pay at their regular hourly rate for the following holidays:

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

A floating day to be **requested by the employee and approved by management.**

Any day designated by the United States Government as a holiday, day of mourning, or other day on which Federal employees are not required to report for work under presidential proclamation.

To be eligible for holiday pay, an employee must be in pay status on the **scheduled** working day preceding and following the holiday.

Any holiday which falls on a Sunday shall be celebrated on the following **scheduled day of work**. Any holiday which falls on a Saturday shall be celebrated on the preceding **scheduled day of work**.

If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and the Company shall give an additional day off.

Any employee called in and reporting to work on any of the above holidays, or days on which they are observed, shall perform the work for which (s)he was called in, work related thereto, and any other emergency work which arises and shall be paid one and one-half his/**her** regular straight time rate of pay for actual hours worked in addition to eight (8) hours holiday pay and will be guaranteed four hours work or pay in lieu thereof.

Regular Part-time employees are paid pro rata holiday pay if they are normally scheduled to work on the day of the holiday. However, the Regular Part-time employee must work the **scheduled** day before and the **scheduled** day after the holiday to be entitled to the pro rata holiday pay.

Section 2. Vacations.

Paid vacation shall accrue on a proportionate hourly basis per week sufficient to produce the following vacation availabilities per year:

- a. First 6 months (0-6) of continuous service – 0.0 hours. On employee's six-month anniversary date, one week of vacation will be credited to the employee.

- b. Two weeks for employees with one (1) year of continuous service;
- c. Three weeks for employees with five (5) years of continuous service. On employee's fifth year of continuous service, one week of vacation will be credited to the employee.
- d. Four weeks for employees with eight (8) or more years of continuous service. On the employee's eighth year of continuous service, one week of vacation will be credited to the employee.

Continuous service accumulated with prior SSC/FOS contractors will be counted in determining the amount of vacation for which an employee is eligible. In all other cases, service for vacation purposes will date from the employee's date of hire by the Company.

Scheduling of vacation will be management's responsibility and shall take into consideration the workload commitments of the organization. Vacation time must have been accrued prior to taking of any vacation.

Unscheduled vacation may be granted by management for all or part of a day for reasons of illness, emergency or other unanticipated reasons deemed valid by management.

Terminated employees shall be paid accrued vacation.

Pay for vacation shall be based on the hours scheduled for a normal work week of 40 hours at the straight hourly rate of the employee, except that pay for employees in the Fire Department shall be based on the amount earned in a normal scheduled work week.

If an employee dies while on the payroll of the Company, vacation pay, as provided, shall be paid to his/**her** beneficiary as designated on the IAM Insurance Payroll Deduction Form maintained in the employee's personnel file.

Employees shall be provided each pay period an accounting of their vacation accrual on their pay stub or other appropriate document.

The vacation status of an employee will be converted to sick leave if (s)he is hospitalized and such is verified by documentation.

A bargaining unit employee (donor) may transfer vacation hours to another bargaining unit employee (donee) where the medical condition of the donee, or the medical condition of an immediate family member of the donee, requires the donee to be absent from work and will result in substantial loss of income to the donee because of unavailability of paid leave. In order to become entitled to transfer under this section, the donor and donee employees must qualify under company policy and follow applicable procedures.

Section 3. Sick Leave.

Each employee will accrue 1.54 hours of sick leave time per week to a maximum of 80 hours per year thereby providing for ten (10) days of sick leave time per year -- except 24-hour shift

Fire Department employees will accrue 1.924 hours of sick leave time per week to a maximum of 100 hours per year thereby providing for five (5) days of sick leave per year. Employees may accrue unlimited sick leave.

Sick leave is leave occasioned by the employee's personal illness or injury or the personal illness or injury of an immediate family member whose relationship is defined in The Family and Medical Leave Act (FMLA).

Employees shall not be eligible for accrued sick leave until completing six (6) months of continuous employment, at which time the employee will be credited with 40 hours of sick leave (50 hours for 24-hour shift Fire Department employees). Sick leave time must have been accrued prior to the absence for which it is used -- except in the case of hospitalization of the employee or the employee's immediate family member whose relationship is defined in The Family and Medical Leave Act (FMLA), which the employee shall be eligible for after 60 calendar days.

After three days, the Company may require that absences be supported by a doctor's statement to be considered sick leave; however, if the employee is involved in any attendance disciplinary action, the Company may request a statement on the first day of absence.

The Company may discharge any employee who misuses this provision for sick leave.

Sick leave which would be covered by the FMLA shall be counted toward the twelve (12) weeks of annual FMLA leave.

Compensation for lost time as provided above shall be paid on regular paydays following the absences. The pay for each day of sick leave shall be equal to the amount earned by the employee in a normal scheduled work day.

No payments will be made to any employee for unused sick leave time except that:

- a. Employees who either are laid off and not offered an opportunity to return to work within one year or apply for, but do not receive, employment with a successor contractor to the Company at SSC, will be paid at their straight time rate for the sick leave time accrued, but unused, up to a maximum of sixty (60) days when the employee was laid off by the Company or when the successor contractor took over from the Company. However, employees covered by the former Office/Clerical Agreement who have 400 hours or more of sick leave as of the signing of the **9 June 2000 through 8 June 2005 Agreement** will, in the above described circumstances, be paid at their straight time rate for all sick leave time accrued but unused.
- b. All employees may request, during the first week of June, to be paid for unused sick leave accrued during the current Agreement year, provided they carry over 24 hours of that year's accrual. Sick leave will be paid at the employee's regular rate at the time the leave was accrued. **A maximum annual buyback is limited to 56 hours, 40 hours for 24-hour shift**

Fire Department employees. Example: An employee accrued 80 hours of leave during the year and used 24 hours. This employee is eligible to sell back 32 hours of leave.

- c. **Employees who are employed by the Company on a regular full-time or regular part-time basis as of the signing of this Agreement** who retire at the age of 62 years of age or older and provided they have at least one year of service with the Company, regardless of their eligibility for IAM National Pension Plan retirement benefits, **or who retire at 55 years of age with 20 years of service or at any age with 30 years of service** will be paid for unused sick leave time when the employee leaves the Company.
- d. **Should any employees who are employed by the Company on a regular full-time or regular part-time basis as of the signing of this Agreement** who passed the age of 62 die while in the employment of the Company, their unused sick leave time will be paid to their beneficiary as designated on the IAM Insurance Payroll Deduction Form maintained in the employee's personnel file.

Section 4. Personal Leave.

Each employee will accrue .46 hours of personal leave time per week to a maximum of 24 hours per year thereby providing for three (3) days of personal leave time per year -- except 24-hour shift Fire Department employees will accrue 1.153 hours of personal leave time per week to a maximum of 60 hours per year thereby providing for three (3) days of personal leave per year.

Documentation or a reason for the personal leave is not required, but the employee must obtain prior approval from their Department Manager, or Subcontractor Site Manager if any. However, in cases of an emergency when prior approval is not received, the Department Manager, or Subcontractor Site Manager if any, may require documentation for the personal leave request. Use of personal leave will not negatively impact the employee's attendance percentage.

Employees shall not be eligible for accrued personal leave until completing six (6) months of continuous employment, at which time the employee will be credited with 12 hours of personal leave (30 hours for 24-hour shift Fire Department employees). Personal leave time must have been accrued prior to the absence for which it is used -- except in the case of hospitalization of the employee or the employee's immediate family member whose relationship is defined in The Family and Medical Leave Act (FMLA), which the employee shall be eligible for after 60 calendar days.

Employees may carry over five (5) days of personal leave per year -- 40 hours per year (100 hours for 24-hour shift Fire Department employees). However, at the time of the annual sick leave buyback, employees who have not used at least 24 hours of personal leave (60 hours for 24-hour shift Fire Department employees) will be paid up to 24 hours of personal leave (60 hours for 24-hour shift Fire Department employees) accrued during the current Agreement year to prevent carry over of more than five (5) days personal leave per year. Personal leave will be paid at the employee's regular rate at the time the leave was accrued.

As of the signing of this Agreement, employees who have sufficient sick leave accruals may request, which request will be granted by the Company, to transfer up to five days (40 hours – 100 hours for 24-hour shift Fire Department employees) of their sick leave accruals to their personal leave accruals.

Section 5. On-the-Job Injury.

When an employee is injured on the job, the Company will pay his/her regular salary to be excused from work for time spent for doctors' appointments during regular working hours up to a maximum of four (4) hours **per visit**. Employees will provide proof substantiating doctors' visits.

Section 6. Leave of Absence.

Any employee, upon application in writing, may be granted a leave of absence without pay at the discretion of the Company. A leave of absence without pay shall be granted for a period not to exceed one (1) year because of personal illness, disability or undue hardship. Documentation substantiating the need for leave of absence may be required by the Company. Seniority shall not accrue for a leave of absence in excess of one calendar month except for leave of absence for personal illness, disability or undue hardship.

At the termination of the leave of absence if for personal illness, disability or undue hardship the employee will upon application be returned to his/her former position providing that the position is available and the employee is able to perform the job. In the event the former position has since been abolished or the employee is unable to perform the job, the employee will be assigned to an equivalent position for which (s)he is qualified in accordance with the seniority provisions of this Agreement. In all cases, the employee will receive the prevailing rate of pay for the job to which (s)he is assigned.

Employees accepting full time positions as Union Representatives shall be given an automatic leave of absence without pay for their term of office, or any renewal thereof, without loss of seniority rights and with the privilege of returning to their former position. In the event their former position has since been abolished, and there is no equivalent position vacant, they shall be allowed, if necessary, to bump into an equivalent position at the prevailing rate of pay for that job.

Employees taking a medical leave of absence will not be required to first use accrued vacation.

Section 7. Jury, Witness and Military Pay.

Jury and subpoenaed witness duty shall be considered a paid absence outside of that which is provided elsewhere in this agreement. The employee who serves on a jury or as a witness shall be paid their normal straight time wage rate to a maximum of forty (40) hours per week except Fire Department which will be sixty (60) hours. Any difference in pay due to military leave will be paid for up to 80 hours per calendar year. Fire Department personnel will be paid up to 120 hours per calendar year if on day/night schedule. This payment is not applicable to weekend or monthly inactive drill dates.

Section 8. Pension Plan.

For the duration of this Agreement, the Company agrees to make hourly contributions in the amounts listed below to the IAM National Pension Fund of the International Association of

Machinists and Aerospace Workers for each employee covered by this collective bargaining agreement on the basis of eight (8) hours a day up to a maximum of forty (40) hours per week for each hour the employee is receiving his/her regular rate of pay.

- \$1.95 – effective June 9, 2005**
- 2.10 – effective June 9, 2006**
- 2.20 – effective June 9, 2007**
- 2.30 – effective June 9, 2008**

Payments to the program are due by the twentieth day of the month following the month in which they were accrued.

Section 9. Health and Welfare Benefits.

Effective August 1, 2005, and through the duration of this Agreement, the Company will make available medical, dental and vision insurance for each covered employee. Covered employee means an employee who is regularly scheduled to work a minimum of 30 hours per work week. Employees who currently work at least 20 hours but less than 30 hours per week and are in receipt of Health and Welfare benefits upon the signing of **the June 9, 2000, through June 8, 2005, Agreement** will continue to receive such benefits. Such “20+” coverage shall not continue if the employee changes to either a regular full-time or less than 20-hour status. If the employee returns to a schedule of at least 20 hours but less than 30 hours per week, the “20+” coverage shall not be reinstated unless the return is a result of a layoff and the employee bumps back into the schedule. If husband and wife are both employed by the Company during the same period of time, only one of them may carry the designated coverages.

These plans will provide for tiered coverage for election by the eligible employee (employee only, employee plus child(ren), employee plus spouse, and family for medical and dental coverage; and employee only, employee plus one and family for vision).

The employee will pay 20% of the total MSS premium cost for medical coverage elected by the employee.

Effective August 1, 2005, through July 31, 2006, employee monthly contributions will be 20% of the total monthly premium not to exceed:

| | |
|------------------------------|-----------------|
| Employee Only | \$ 75.95 |
| Employee + Child(ren) | \$121.90 |
| Employee +Spouse | \$171.48 |
| Family | \$223.70 |

The Company will pay 50% of the total premium cost for dental coverage elected by the employee.

The employee will pay 100% of the total premium cost for vision insurance.

120 calendar days prior to the renewal date of medical or dental insurance, a labor-management Insurance Evaluation Committee will be constituted to evaluate the need to modify the current plan or change providers comprised of three members appointed by the Union President, three members appointed by management, the Union President and the MSS Human Resources Manager. The Union President shall chair this committee. The Insurance Evaluation Committee will be responsible for reviewing insurance experience data and premium cost, soliciting, evaluating and analyzing quotes from insurance carriers and recommending whether a change in provider is warranted or a modification in benefits is best for employees. All decisions and recommendations of the Insurance Evaluation Committee shall be decided by majority vote. In the event of a deadlock, the matter shall be submitted to expedited arbitration through the American Arbitration Association under its Employment Disputes Resolution Rules for a final and binding decision.

For an employee on a leave of absence without pay for personal illness, disability or undue hardship, the Company will continue to pay the Company portion of the medical insurance premium for a period up to six (6) months. Employees who do not participate in the plan will not receive monetary payments. If the leave of absence without pay is for personal illness or disability, the Company will then continue to pay the total medical insurance premium for one (1) month for every forty (40) hours of sick leave accrued, but not utilized, at the on-set of the illness. However, for the duration of the leave of absence without pay for personal illness or disability, the maximum payments by the Company shall not exceed 12 months of Company contributions.

The Company agrees to maintain life/accidental death insurance in the amount of \$25,000, with \$50,000 for accidental death, for the duration of this Agreement.

Section 10. Funeral Leave.

In the event of a death in the current immediate family – parents (including step-parents), grandchild, sister, brother (including half-sister and half-brother), spouse, child (including stepchild), mother or father-in-law, brother or sister-in-law, son or daughter-in-law and grandparents, and grandparents-in-law -- any employee covered by this Agreement will be granted three (3) days of leave to attend the funeral with pay equal to the amount earned by the employee in a normally scheduled work day, but in no event shall the payment for funeral leave cause the employee to receive wages in excess of the amount earned in a normally scheduled work week. The Company will consider requests for additional funeral leave where attendance at the funeral will involve exceptional amounts of travel.

Section 11. 401(k) Plan.

The Company agrees to make payroll deductions for a 401(k) plan that is independently sponsored by the Union provided the following qualifications are met:

1. The Plan Trustee will hold the Company harmless for any administration action and/or deduction. The Plan Trustee will furnish the Company with a document stating that the plan is IRS approved for 401(k) deductions to be made prior to any applicable taxes being withheld.

2. The Union agrees to hold the Company harmless from any administrative or legal action that may result from this agreement to deduct **weekly** contributions for an independent 401(k) plan.

Section 12. Part-time, On-call & Temporary Employees.

A. Definitions

For the purpose of this Agreement, the following definitions will apply:

- Regular Part-time employee – An employee who is regularly scheduled to work at least twenty (20) but less than forty (40) hours per work week.
- On-call employee – An employee who is not regularly scheduled to work, but who is called in to work as needed on either a part-time or full-time basis.
- Temporary employee – An employee who is hired to work either full-time or part-time for a finite period of time not to exceed 30 days unless extended for an additional 30 days upon mutual written agreement of the parties.

B. Benefits

- Regular Part-time employees are entitled to the following benefits: pro rated holiday pay, pro rated vacation and sick leave accruals, pro rated funeral and jury leave, pension contributions for each hour the employee is receiving his/**her** regular rate of pay, and for employees with 30 or more hours per week health insurance.
- **On-call employees will not accrue any benefits except on-call employees working 601 or more hours in a calendar year will receive pension contributions for hours worked in that calendar year where (s)he received his/her regular rate of pay. However, when an on-call employee receives a bid award to a regular part-time or regular full-time position, the date of the bid award is the eligibility date for the commencement of benefits and leave accruals.**
- Temporary employees will not accrue any benefits except holiday pay in accordance with Section 1 of this Article.

C. On-call Callout List

Each business unit or department utilizing on-call employees shall maintain an on-call callout list for the purpose of equalizing callouts of on-call employees. The on-call callout list shall rank the on-call employees by least amount of callouts and the first employee on the list shall be offered the first callout, providing (s)he has the qualifications to perform the job for which the callout is required, and so on down the list. Employees refusing the callout shall be charged for the callout as if actually worked. On-call employees may be removed from the callout list for

documented performance issues about which the employee has been counseled. Article XI, Section 1, paragraphs l, m and n shall not apply to on-call employees.

Section 13. Critical Illness/Injury of Children.

An employee absence, regardless of pay status, necessitated by the critical illness or injury of the employee's child of any age shall not be held against the employee in the employer's attendance program.

**ARTICLE VII
DISCHARGE & DISCIPLINE**

Section 1. Just Cause.

No employee shall be discharged, suspended, demoted, or otherwise disciplined without just cause. Any employee who has been discharged shall be granted an interview with his/her Union Steward or Committeeperson, before (s)he is required to leave the premises. The employee may inform his/her union steward or committeeperson that (s)he does not desire union representation, which request shall be honored.

Section 2. Representation.

In all cases of discharge, demotion or written discipline, the employee involved and the Union representative shall be notified in writing of the action taken and the reason therefore at a meeting among all involved. In addition, the Company shall provide a copy of the written notification to the Union's Recording Secretary.

Section 3. Disputes.

Should there be any dispute between the Company and the Union concerning the existence of just cause for discharge, demotion or discipline, such dispute shall be adjusted in accordance with the Grievance and Arbitration provisions of this Agreement.

When an employee is suspended from work without pay, that absence will not negatively impact the employee's attendance percentage.

Section 4. Letters of Discipline.

Letters of discipline (warning or suspension) will not be used in arbitration or any formal disciplinary action, nor will they prevent promotions, after a period of two (2) years from the date of issuance. No oral warnings that are six months or older will be used in any formal disciplinary procedures.

Section 5. Removal from Work.

Employees involved in violent or hostile circumstances may be removed from Stennis Space Center and sent home pending result of investigation.

ARTICLE VIII SAFETY & SANITATION

Section 1. Regulation.

The Company will comply with all applicable Federal and State safety and health laws to the extent it is permitted to do so by the provisions of its contract with the National Aeronautics and Space Administration.

Section 2. Equipment.

The Company will furnish uniforms and safety glasses for employees when such are required for the efficient and safe performance of the employees' duties.

For employees in the Fire Department, the company will furnish safety hats, working gloves, jackets, boots, bunker coats, bunker pants, fire helmets and any other equipment which the Company requires its firemen to use in the performance of their duties. (The quantity and quality of the foregoing items will be up to accepted standards in the industry). Sanitary facilities, dormitory facilities, including beds, pillows, linens, and lockers shall be provided by the Company. Kitchen facilities and cooking utensils will be provided by the company and each shift will be permitted cooking privileges.

Section 3. Inoculations.

Employees working in areas having unsanitary conditions will be furnished inoculations as good medical practices dictate.

Section 4. Buddy System.

The Buddy System will be required when employees are working in environments as follows:

- a. Inside vessels, lift stations, areas of leaking gas, high voltage (50 volts when energized, or above), high pressure gas (3500 lbs. or higher), chemical cleaning or cryogenic testing, or to work with hoist equipment, necessitating the presence or assistance of another individual under the existing safety regulations, there shall always be two or more employees assigned thereto; however, the "buddy system" will be utilized to comply with any regulatory or safety provisions as required.
- b. When work involves extensive troubleshooting and/or work on top of elevators there will always be two qualified technicians assigned. Elevator work will require the "buddy system" for all work under or over the elevator or for proof testing. (See latest revision of SSC/FOSS Project Article 11-20-008 "Buddy System".)

Section 5. Hazard Premium Pay.

Employees covered by this Agreement shall be paid thirty cents (\$.30) per hour extra for work tasks identified by Hazard Assessments and work performed:

- a. requiring personnel basket (spider), safety harness, or lifeline
- b. cryogenic testing

- c. in test cell or testing on systems with pressures in excess of 3,500 lbs.
- d. chemical cleaning (clean line)
- e. with red leaded paint
- f. with beryllium while wearing Personnel Protective Equipment (PPE)
- g. on commercial x-ray work involving the handling of radioactive cobalt or other radioactive substances
- h. requiring compliance with asbestos maintenance work requirements, i.e., wearing required PPE, completing an Asbestos Maintenance Work Approval Form (Form SSC-740)
- i. by the Fire Department only when performing standby work and requiring use of a safety harness. Staging or positioning of the standby crew will be determined by the customer and the senior fire officer.
- j. In areas of leaking gas
- k. On energized circuits greater than 50 volts

Premium pay will be allowed only for workers actually performing the hazardous work.

Excluded from this provision are the following:

Routine tasks using forklifts, stackers or other material handling machines; Lab/X-Ray Technicians and warehouse personnel scanning parcel packages.

Section 6. Safety & Training.

A committeeperson, or his/her designee, may participate in monthly safety meetings and training sessions. The committeeperson may report any condition (s)he believes to be unsafe to the Safety Department for investigation and response. It is also understood that all employees should participate to the maximum extent possible in safety programs and report any unsafe condition which they believe exists for investigation.

The Company and the Union are deeply committed to support safety in the workplace for all workers and will, therefore, partner to achieve and maintain the OSHA Voluntary Protection Program.

A joint Management Labor Safety Committee will be formed consisting of three management representatives and three labor representatives. The labor representatives will be appointed by the Union President. Either party to the VPP partnership may elect to opt out of the partnership for good cause by providing a ninety (90) day written notice to the other party

stating the basis for its withdrawal. During the 90-day notice period, the parties will endeavor in good faith to provide for the continuation of the VPP.

Section 7. Safety Shoes.

The Company will issue safety shoes to employees who are required to wear them in accordance with OSHA, ANSI, and MSS Safety Standards.

The Company will pay for quality safety shoes when required in accordance with the above. The Company will pay up to \$90 for a quality safety shoe, or up to \$150 for employees required to wear EH (Electrical Hazard) safety shoes. The shoe allowance will increase as follows:

| | |
|------------------------|-------------|
| Effective June 9, 2006 | Up to \$94 |
| Effective June 9, 2007 | Up to \$98 |
| Effective June 9, 2008 | Up to \$105 |

Employees who are designated to wear safety shoes must wear them each day of work. If for any reason they do not have them in their possession on a workday, they will be required to wear safety protective shoe caps consistent with OSHA standards.

Shoes will normally be replaced by the Company every 12 months from the date of issue to the employee. Employees who damage shoes through neglect or lose possession of them will be required to purchase new ones at their expense through payroll deduction within a period of ten days after loss. Employees must contact the Safety Department to initiate the replacement. Prior to obtaining the new shoes, safety protective shoe caps consistent with OSHA standards must be worn as a temporary measure.

**ARTICLE IX
ASSIGNMENT OF WORK**

Section 1. Work Assignments.

Company supervision will make all work assignments.

When an employee is assigned to perform work in a higher paying job classification and performs such work for more than **one (1) hour**, or more than four hours, during any one working day, (s)he shall receive the higher rate of pay for four hours or the entire day, respectively, provided, however, that the employee is assigned and is actually performing the primary duties of the higher paying position. When an employee is temporarily assigned to a lower classification, (s)he shall receive his/her regular rate of pay. Where practical, assignments to lower classifications will be rotated. Employees temporarily assigned to a higher classification at least three (3) working days immediately prior to an absence will receive sick, holiday and vacation pay rate of the higher classification.

When work schedules are posted for the Fire Department, no change may be made without both the Company and the Union agreeing.

The primary duties and responsibilities of a Lead shall be the leading and directing of employees as assigned. However, Leads will not make job assignments.

Exempt/non-represented employees will not be called to work to perform those functions presently certified under the Collective Bargaining Agreement. Notwithstanding the above, an exempt/non-represented employee may be required to inspect and determine the nature of a problem. If it is determined to be other than incidental and a non-emergency situation, an attempt will be made to contact and call in to work appropriate employees covered by the Collective Bargaining Agreement.

The exempt/non-represented employee assigned to the tugboat operations as the Captain shall perform all functions related to the tugboat operations presently certified under the Collective Bargaining Agreement. In addition, represented employees assigned to the tugboat operations may be assigned to perform the functions of the Captain related to the tugboat operations, which are not certified under the Collective Bargaining Agreement.

Any employee scheduled to drive a bus who is precluded from doing so due to mechanical failure shall be placed on the next schedule in the same capacity and will be afforded an additional assignment.

In two shift operations, personnel will be allowed to select the shift of their choice by seniority. However, the Company reserves the right to assign individuals to a given shift in order to assure proper balance of experienced personnel.

Whenever practicable, but excluding subcontracting decisions made by the Company when placing subcontracts with minority, small or disadvantaged businesses, the Company will, when work covered by the collective bargaining agreement is identified for subcontracting, discuss subcontracting plans with the Union. When requested by the Company, the Union may submit a proposal and the Company will review the Union proposal, without commitment on the Company's part, prior to the selection of a subcontractor.

Section 2. Cross Training.

1. With the approval of the Union and the employee, an employee may be assigned to a higher classification, under supervision, for the purpose of gaining experience at his/her regular rate of pay.
2. To enhance employee skills and opportunity for advancement, employees will be cross-trained in other skills. While cross training, the employee will receive his/her regular rate of pay.
3. Employees who do not desire cross training shall decline in writing and will not be considered for the next opening in that position.
4. A cross training program and procedure will be established by the Company, which will meet and consult with a designated union cross-training committee not to exceed three (3) members. The cross training program will be established to encourage senior employees to

identify job classifications for which they hold minimum qualifications and to which they wish to progress.

5. **Quarterly meetings of the cross training committee will be held to review and implement cross training procedures. These meetings will be held immediately following the quarterly labor management meeting as set forth in Article III, Section 2.**
6. **The Company and the Union shall use their best efforts to agree upon a cross training program no later than December 31, 2005.**

ARTICLE X WAGES & CLASSIFICATIONS

Section 1. Wage Rates.

The applicable wage rates and effective dates for the respective classifications are shown in the attached Exhibit A.

Section 2. Pay Practices.

Payment of wages shall be weekly and, at the option of each employee's payroll employer, shall be made by electronic funds transfer with electronic advice (notification) of deposit, or direct distribution of paycheck to the employee. For those employers not electing EFT as provided above, current pay practices regarding check distribution will remain in effect for the duration of this Agreement.

Section 3. Shopleader/Leads.

1. A Shopleader will be a working employee who will, at the direction of his/her supervisor, assist the supervisor in the performance of his/her duties and/or act as a working Shopleader. (S)He must be able to provide initiative and competent leadership. (S)He will be responsible for the continuity of work and quality and quantity of work produced by his/her assigned group. (S)He must be able to properly prepare and process all forms required in conjunction with the group and work assigned.
2. Seniority shall not be controlling in regard to promotion to Shopleader. Selection of individual employees for promotion to Shopleader shall be based upon qualifications, merit and capability; however, seniority will be a factor to be considered by the company.
3. A Shopleader who is selected from a lower classification will continue to accrue his/her seniority, in that lower classification. In the event of a layoff, the most junior employee in the job classification affected will be laid off. For example, a certified welder selected to be a Shopleader of the weld shop would continue to accrue his/her seniority in the certified welder classification. However, if a layoff for certified welders occurs, the most junior employee in that classification would be selected for layoff, and not the Shopleader.

4. Shopleaders can bump back to any job that they have previously worked, in accordance with seniority provisions of this Agreement, provided they give the Company a two (2) week notice in writing.

5. Premium pay for a Lead is \$.40 per hour over the highest rate being paid in the job classification over which (s)he is assigned.

Lead I is \$.60 per hour over the Lead rate over which (s)he is assigned. If there is no Lead, (s)he is paid \$.60 per hour over the highest rate being paid in the job classification over which (s)he is assigned.

Shopleader is \$1.00 per hour over the Lead I rate over which (s)he is assigned. If there is no Lead I, (s)he is paid \$1.00 per hour over the Lead rate over which (s)he is assigned. If there is no Lead and Lead I, (s)he is paid \$1.00 per hour over the highest rate being paid in the job classification over which (s)he is assigned.

6. The classification rate of pay of the EMCS/HVAC Systems Specialist and Electrician/Electrical Control Specialist will be considered in determining Lead, Lead I and Shopleader rates of pay.

7. The Company may establish a Lead I position in certain shops to assist Shopleaders as operations dictate. In such instances, the Lead I will not perform all the duties of Shopleader in any one work-day schedule. It is understood that every shop will not require this position, and the intent is to provide Shopleaders in large shops with qualified assistants.

Section 4. Apprenticeship Program.

The Company and the Union agree to the Apprenticeship Program which is included as Exhibit B to this Agreement.

ARTICLE XI HOURS OF WORK & OVERTIME

Section 1. Applicability.

All Employees except Fire Department and EMCS Personnel:

a. A work day is defined as a 24-hour consecutive period commencing at 0001 and ending at midnight.

b. A work week is defined as a 7-day consecutive period commencing at 0001 Saturday and ending at 2400 (midnight) Friday.

c. The normal work week schedule will be Monday through Friday 40 hours per week with a regular workweek defined as 40 hours per week Saturday through Friday. The normal work week and shift schedules for departments, shops or other organizational units shall be decided as required by operational requirements determined by management. But nothing herein shall prohibit management from establishing the normal work week as required by

operational requirements. Where operating requirements permit, the Company will provide affected employees two working days notice of a change.

d. Employees whose normal work shift begins between the hours of 12:00 noon and 3:30 a.m. will be considered on a night shift. Such employees will receive a shift pay differential of \$.75 per hour, in addition to their regular earnings for all work performed on such shifts. **Effective June 9, 2007, shift differential will increase to \$1.00 per hour.**

e. One and one-half the regular straight time rate will be paid for hours worked in excess of eight (8) hours in a day, except for employees who are subject to reduced daily schedules due to inclement weather and make up time within the same work week, Regular Part-time employees and On-call employees. One and one-half the regular straight time rate will be paid for hours worked in excess of forty (40) hours in a regular work week and on a holiday.

One and one-half (1.5) times the straight-time rate of pay, plus applicable differentials, shall be paid for all time worked on an employee's sixth (6th) consecutive day worked.

Two (2) times the straight-time rate of pay, plus applicable differentials, shall be paid for all time worked on an employee's seventh (7th) consecutive day worked.

f. For the purpose of determining whether or not an employee is entitled to overtime pay for having worked more than eight (8) hours in a day and forty (40) hours in a week, all hours in a pay status except sick and **personal** leave time shall be counted.

For the purpose of determining whether or not an employee has worked a sixth (6th) or seventh (7th) consecutive day, all hours in a pay status up to and including four (4) hours of sick and **personal** leave shall be counted.

g. Premium pay of \$1.00 per hour on Saturday and \$1.50 per hour on Sunday shall be paid in addition to any applicable overtime rate.

h. Two (2) times the straight time rate will be paid for hours worked in excess of twelve (12) hours in a day or in a continuous required work period. If an employee is called back to work during the day of his/her normal work period, the hours worked thereafter shall be added to the hours worked during his/her normal work period for the basis of determining overtime payment. When under this computation, an employee goes into a double the straight time rate pay status, (s)he shall remain in a double the straight time rate pay status until released by the company. For the purpose of computing overtime pay, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins. If, on the second calendar day, the employee is released by the Company and reports to work for his/her regular shift, the first eight (8) hours will be paid at straight time. When it becomes necessary for employees covered by this Agreement to work overtime, they shall not be laid off during regular working hours to equalize the time except where the employee has worked for twenty-four (24) hours or more in a two (2) day period. (S)He may be sent home for rest without pay at the company's discretion to report back at his/her next regularly scheduled work period provided the employee has had a minimum of eight (8)

hours off for rest. When an employee has worked twenty-four (24) or more hours in a two (2) day period and has not had a minimum of eight (8) hours off for rest between the second and third day, all hours worked on the third day will be paid at two (2) times the straight time rate.

- i. Employees are required to work overtime when assigned. The Company will inventory and attempt to equalize the opportunity for overtime within each classification by crew, by department, by bargaining unit. Records of overtime worked by employees shall be made available each week to Union representatives. Employees from one job classification will not be called upon to work overtime in another classification unless all employees within such other classification request relief from overtime work. Employees who request relief from overtime will be charged the equivalent pay hours of overtime worked. Temporary employees will not be scheduled for any overtime work until the regular employees in that job classification have been offered the overtime.

Among office/clerical employees, overtime shall be the responsibility of the employee normally assigned to work. When necessary, anyone familiar enough with the work can be called upon to help out. When possible, large, pre-planned overtime jobs should be shared within the classification.

- j. When two or more types of premium compensation are applicable to the same hours of work, only one, the higher, shall be paid. In no case shall premium compensation be pyramided.
- k. For the purpose of computing the overtime pay for holidays, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins.
- l. In the event the employee reports for work at the start of his/her scheduled shift, (s)he shall receive at least four (4) hours of work or pay in lieu thereof unless (s)he was previously notified not to report.
- m. In the event the employee is called back to work after (s)he has completed his/her scheduled hours and after leaving the site for the day, (s)he shall be guaranteed at least four (4) hours of work at the designated overtime rate. For the purpose of computing overtime pay, a shift cutting across two calendar days shall be treated as worked on the day on which the shift begins. If, on the second calendar day, the employee is released by the Company and reports to work for his/her regular shift, the first eight (8) hours will be paid at straight time. In the event the employee is called in to report to work less than four (4) hours before his/her scheduled hours, (s)he shall be guaranteed at least four (4) hours pay at the designated overtime rate. These four (4) hours are guaranteed to be paid in addition to and not inclusive of the regularly scheduled work hours.
- n. In the event the employee is called to work on an unscheduled workday (Saturday or Sunday) (s)he shall be guaranteed at least four (4) hours of work at an overtime rate of 1.5 times for Saturday and 2 times for Sunday. Premium pay provisions related to Saturday and

Sunday will not be applicable to callout pay. The day worked on a call out will be used for computation of the sixth and seventh day worked status.

- o. Employees who began work on an overtime assignment on their sixth (6th) consecutive day worked will be paid at the overtime rate (i.e., 1.5 times the regular straight time rate) for all continuous hours worked up to twelve (12), even though the period of continuous service continues into a seventh (7th) consecutive day worked.
- p. Employees who began work on an overtime assignment on their seventh (7th) consecutive day worked will be paid at the overtime rate (i.e., 2 times the straight time rate) for all continuous hours worked even though the period of continuous service continues into another day.
- q. Further to the above, if an employee normally works the day shift (s)he will not be paid shift differential for overtime hours; however, if any employee normally works the evening shift (s)he will be paid the appropriate shift differential compounded for overtime purposes.
- r. **Any regular part-time employee who is called in to work shall receive a minimum of four (4) hours call-in pay.**

Section 2. Shift Worker (Rotating).

- a. A rotating shift worker is defined as an employee who normally works a rotating shift Providing seven (7) day a week coverage.
- b. The following paragraphs of Section 1 above also apply to the rotating shift workers:
a, b, c, d, g, h, i, j, k, l, m, o, p, q, and r.
- c. Shift workers will be paid 1 and one-half times the straight time rate for hours worked in excess of 8 hours in a day, 40 hours in a week, on the 6th consecutive day of work and on holidays.
- d. Shift workers will be paid at two times the straight time rate for hours worked in excess of 12 in any one day or continuous required work period, and on the 7th consecutive day.
- e. For the purpose of determining whether or not an employee is entitled to overtime pay for working on the 6th and 7th consecutive days of work, all hours in a pay status, up to and including four (4) hours of sick and paid leave, shall be counted.
- f. If an unexpected absence among the shift workers is to be filled by the use of overtime, then the **employee** working the preceding shift will be offered the opportunity to work over four (4) hours into the next shift.

In addition, attempts will be made by the supervisor to reach the **employee** reporting for the succeeding shift as early as possible, and (s)he will be offered the opportunity to report four (4) hours early.

Section 3. Off-site Assignments.

Employees shall receive straight time rates for all hours spent traveling, but not working, not to exceed 8 hours in a calendar day.

Employees who are assigned work while away from the Stennis Space Center will be paid in accordance with the provisions of this Agreement for such hours worked.

Prior to any off-site assignment, the Company and the Union shall meet and confer regarding any special payment provisions for the assignment.

Section 4. Fire Department Employees Only.

1. Work Week

The work week for each employee in the Fire Department covered by this Agreement shall consist of three (3) staggered twenty-four (24) consecutive hours of duty. The compensation for the Fire Department employees during the twenty-four (24) hour period shall be as follows:

- a. The first eight hours starting at 0730 hours, normal work will be performed at straight time rate.
- b. The second eight hours starting at 1530 will be at time and one-half. The only work to be performed during this eight (8) hour period will be ambulance stand-by assignments and responding to alarms and emergencies.
- c. No compensation for the third eight (8) hours starting at 2330 hours. However, an employee shall receive a minimum of one hour of pay at time and one-half the base hourly rate in each instance the employee is called upon to answer alarms during the third period.
- d. Employees who do not get five (5) hours of uninterrupted rest during the combined second and third shift periods due to answering alarms or emergencies will be paid at time and one-half the base rate for the entire eight (8) hour third period.
- e. Any work in addition to regularly scheduled work shall be compensated at time and one-half the base pay. This does not apply to part time employees.
- f. Saturdays are regular work days. An additional \$1.00 per hour will be paid for the first eight (8) hours worked on Saturdays.
- g. Sundays and listed contractual holidays are days on which no work will be scheduled. However, apparatus inspections are required 7 days per week.

2. Consecutive Shifts & Temporary Relief

No firefighter shall be required to work a second consecutive twenty-four (24) hour shift unless (s)he agrees to do so. Under no circumstances will firefighters be allowed to work

more than three consecutive 24-hour days. Temporary relief for employees in the Fire Department will be provided by:

- a. Full-time employees
- b. Use of On-call personnel in accordance with their seniority
- c. **Replacement personnel will be paid for the full 24-hour shift provided they work at least 16 hours. If they do not work at least 16 hours, the first eight (8) will be paid at straight time and the remaining hours will be paid at one and a half (1.5) times the straight time rate.**

A firefighter not wishing to work a second consecutive 24-hour shift will remain on duty for a reasonable period of time to allow for the securing of a temporary relief **firefighter**. The relief **firefighter** will be paid for the full 24-hour shift.

3. Fire Department Shift Exchange

This section sets forth the procedures to be adhered to by all personnel of the SSC Fire Department interested in exchanging a shift with another employee of the Fire Department.

- a. Procedure
 - (1) Requests must be submitted one week in advance of the exchange.
 - (2) Shift exchange will be completed in the same pay period.
 - (3) All exchanges will be made within the same classification.
 - (4) The shift exchange will not result in additional cost to operations.
 - (5) The exchange will not impact the capabilities of the Fire Department.
 - (6) The resulting exchange will not require either person to work more than three consecutive 24-hour shifts.
 - (7) The 40-hour Firefighter classification is exempt from the Shift Exchange Policy.
 - (8) If requestor is going to take vacation in conjunction with the shift exchange, this shall be documented at the time the request is made.
 - (9) When a firefighter is asked to work an extra shift at the request of the Company, the firefighter may request to swap the extra shift later in the **pay period**. The request for exchange must be made at the time of the Company's request. When a firefighter is asked to perform a higher classification, upgrades will be authorized.
- b. Approval/Review
 - (1) The Fire Chief will approve/disapprove all requests for shift exchange and the decision of the Fire Chief will be final.
 - (2) If it is determined that this privilege is being abused, the person found abusing the privilege will lose all rights to exchange shifts.
 - (3) The shift exchange policy is not for long-term changes to the work schedule.

4. All firefighters are required to successfully pass a task-oriented fitness test on an annual basis. Newly hired personnel will be required to pass the fitness test prior to a job offer being tendered. The facility of the Wellness Center and a fitness program will be made available to fire department personnel at no cost to the firefighter.
5. Employees in the firefighter classification who are in a full-time pay status, and EMT certified, and are required for standby emergency medical duty (approximately 6 employees will normally be required) will be compensated one hundred **fifty** dollars (**\$150**) per month for such certified emergency medical duty. Employees who are certified will be selected by seniority. Employees will have to be re-certified as required to maintain the EMT status. Employees will be assigned to shifts to provide proper coverage by seniority.
6. Firefighters shall be paid an additional **\$5.00** per hour when conducting CPR training.

Section 5. Energy Management Control Service Personnel Only.

- a. A work day is defined as a 24-hour consecutive period commencing at 0001 hours and ending at 2400 (midnight). However, such hours may be changed at the discretion of the Company provided they give affected employees a 48-hour notice.
- b. A work week is defined as a 7-day consecutive period commencing at 0001, Saturday and ends at 2400 (midnight) on Friday. However, such work week schedule may be changed by the Company to meet the customers' operational requirements provided they give the affected employees a 48-hour notice.
- c. EMCS personnel assigned to work a rotating shift will normally be scheduled to work twelve (12) hours per shift. The Company desires to maintain the current shift schedule but reserves the right to change. If such a change is made, the new schedule will allow two (2) consecutive weekends off for rotating shift personnel. When a change is made, the Company will give the affected employees a 2-week notice of such a change.
- d. EMCS personnel will be paid one and one-half (1-1/2) times the straight time rate for hours worked in excess of forty (40) hours in a week and on holidays. For hours worked in excess of sixty (60) hours in a work week they will be paid two (2) times the straight time rate. For the purpose of computing overtime pay for EMCS Operators/Trainees, a shift cutting across two work weeks shall, where the employee is in an overtime status, be treated as worked in the work week which the shift begins. For the purpose of computing overtime pay for the Shopleader, a shift cutting across two work weeks, regardless of whether the Shopleader is in an overtime status, shall be treated as worked in the work week which the shift begins. If an employee should work in excess of twelve (12) continuous hours, they shall be paid time and one half (1-1/2) for all hours exceeding twelve (12) hours in a continuous period.
- e. For the purpose of determining whether or not an employee is entitled to overtime pay for having worked more than forty (40) hours in a work week, sixty (60) hours in a work week

and twelve (12) hours in a continuous period, all hours in a pay status except sick and paid leave shall be counted.

- f. The regular shift allowance for all hours worked between 1800 hours and 0600 hours shall be \$.75 per hour. Day shift personnel working an overtime assignment after 1800 hours shall not be eligible for the shift allowance. **Effective June 9, 2007, shift differential will increase to \$1.00 per hour.**
- g. EMCS personnel shall have their vacation requests honored on a first come basis. If there is a conflict, seniority will govern.
- h. Vacation days or weeks will be in hourly entitlements. A 1-day vacation utilizes twelve (12) hours of vacation entitlement for rotating shift workers.
- i. The Company will pay an hourly pension contribution not to exceed forty (40) hours per week for each EMCS personnel who is in a pay status. Pension contributions will be made for forty (40) hours per week when an employee is in a pay status for less than forty (40) hours per week due to the rotating shift schedule of the EMCS Shop.
- j. EMCS personnel who are in their initial training period will not be eligible for overtime until they are qualified, as determined by management. However, this initial period of training should be no longer than six (6) months.
- k. The EMCS overtime list will be one list which includes the following classifications:
 - Shopleader
 - EMCS Operator
 - EMCS Operator Trainee

Shift schedules permitting, the Company will attempt to equalize overtime where practical.

- l. Jury and subpoenaed witness duty shall be paid at the normal straight time of 12 hours per day to a maximum of 40 hours per week.
- m. EMCS Operator duties:
 - (1) Analyze, trouble-shoot and repair all system software problems.
 - (2) When assigned, EMCS personnel will adjust, repair and replace all EMCS hardware devices with the EMCS/HVAC Specialist.
 - (3) EMCS Operators can handle trouble desk calls.
 - (4) Shopleader duties interchange with management responsibilities and that work when performed is not to be classified exclusively as union work.
 - (5) Equipment belongs to the Company and may be used by any qualified person; however, no performance of any EMCS Operator's normal duties will be done, except in cases of emergency.

ARTICLE XII GENERAL

Section 1. Bulletin Boards.

Space on existing bulletin boards will be made available for the sole use of the Union **as follows:**

Notices of Union recreational and social affairs.

Notices of Union elections.

Notices of Union appointments and results of Union elections.

Notices of Union meetings.

Other notices concerning bona fide Union activity such as Cooperatives, Credit Unions, and unemployment compensation information.

Section 2. Emergency Work Stoppages.

Emergency work stoppages not under the Company's control such as weather disasters, riots, and other national disasters, wherein employees are directed not to report to work are considered a normal work day, and personnel shall be allowed their regular salary. A maximum of fourteen (14) days will be paid within a calendar year. However, each employee who is called in by the Company to perform emergency duties during their regular hours of work shall be paid one and one-half times his/her regular straight time rate of pay for actual hours worked in addition to their regular rate of pay. No charges to vacation or other leave will be made by the Company for such emergency work stoppages.

Appropriate announcements made at the SSC or over local radio and/or television stations will be considered as notification not to report to work. Only those employees selected for emergency work shall be entitled for overtime compensation.

It is understood that under such conditions some confusion may exist in the selection of employees who agree to perform emergency work. The selection of employees will be on a voluntary basis and may not necessarily follow the normal provisions of overtime assignments, however, whenever practical every effort will be made to follow the normal provisions of overtime assignments.

When the site is closed, EMCS personnel who perform emergency duties during their regular hours of work shall be paid one and one-half times their regular straight time rate of pay for actual hours worked in addition to their regular rate of pay.

Section 3. Maintenance of Privileges.

Any and all privileges enjoyed by the employees will not be denied to them because of the signing of this Agreement, unless the parties, through collective bargaining mutually agree to change or specifically waive any of these privileges.

Privileges as used herein means advantages or special benefits (i.e., lunches, parties, banking privileges) heretofore granted to employees and subject to reasonable rules and regulations promulgated by the Company or the customer. Privileges does not refer to wages, hours and working conditions negotiated by the parties and made a part of this Agreement.

Section 4. Tool and Work Area Clean Up Period.

Adequate time will be allowed before the end of the shift to clean up work areas, put away tools used during the shift as directed by the Company, and for time-keeping recording.

Section 5. Flexible Work Schedule.

A Flexible Work Schedule will be administered in accordance with a mutually agreed upon policy. Both parties agree to review this policy semi-annually. Changes will be made only by mutual agreement of the parties.

Section 6. 4 Day/10 Hour Workweek.

1. One and one-half the regular straight time rate will be paid for hours worked in excess of forty (40) hours in a work week and on the fifth (5th) consecutive day worked. Two (2) times the straight-time rate of pay shall be paid for hours worked on the sixth (6th) or seventh (7th) consecutive days worked. For the purpose of determining whether or not an employee has worked a fifth (5th), sixth (6th) or seventh (7th) consecutive day, all hours in a pay status, including up to five (5) hours sick and **personal** leave, shall be counted.
2. Employees who are laid off for lack of work will receive 80 working hours notice or 80 working hours pay, at straight time rate, in lieu of notice.
3. Employees who resign their employment with the Company must provide 80 working hours notice.
4. Vacation and sick leave accrual rates will not change. However, absences for vacation, sick or paid leave, or military, jury duty and funeral leave would be charged at the 10 hour per day rate when taken on work days.
5. The Company will make the appropriate contributions per hour to the IAM Pension Plan up to a maximum of 40 hours per week for each hour the employee is receiving his/her regular rate of pay.
6. On weeks with a regularly scheduled holiday, **management of each unit will provide coverage for the remaining regular workdays in that week. Providing work schedules permit, employees may be allowed to flex during holiday weeks provided management determines it is feasible. Management may require the entire unit to revert to an 8-hour/5-day workweek.** On weeks preceding and succeeding a holiday week, the unit will work a 4 day/10 hour workweek period.
7. The normal work week schedule will be Monday through Friday 40 hours per week with a regular workweek defined as 40 hours per week Saturday through Friday. The normal work week and shift schedules for departments, shops or other organizational units shall be decided as required by operational requirements determined by management. But nothing herein shall prohibit management from establishing the normal work week as required by operational requirements. Where operating requirements permit, the Company will provide affected employees two working days notice of a change.

Section 7. Job Descriptions.

Job descriptions, including revised and amended job descriptions, shall be provided to the Union. These job descriptions will be stamped company proprietary and shall be treated as such by the Union. The Union shall not copy these job descriptions and shall retain custody and control of them in a secure manner.

The Company reserves the right to revise, change or amend job descriptions from time-to-time to correspond to duties and qualifications of the position.

Section 8. Use of Forklift Trucks.

Heavy equipment operators will be assigned to lift items weighing up to 8,000 pounds or greater. All other personnel will normally be restricted to movement of 6,000 pounds or less, but in no event more than 8,000 pounds.

If an employee has a need for a forklift truck to perform his/her regular duties at a location other than inside the 2204/2205 industrial complex, the employee may drive it to that location. However, no materials will be transported on the forklift to the job location except by storekeeper personnel and the property administrator, since heavy equipment operators will normally perform this function in accordance with the weight limitation referred to above.

All employees who are operators of forklifts must be certified in accordance with the MSS Certification Plan.

ARTICLE XIII SENIORITY - JOB VACANCIES & LAYOFFS

Section 1. Seniority/Breaks in Seniority.

1. Seniority for employees covered by this Agreement after its execution shall be determined for purposes of promotion, layoff, and callback, according to the Mississippi Space Services SSC Seniority List in effect at the time. A copy of the current Mississippi Space Services SSC Seniority List will be provided to each employee covered by the Collective Bargaining Agreement. The seniority list will be posted on the Union bulletin board for a period of thirty (30) days upon publication of this Agreement during which period any employee covered by this Agreement shall advise his/her Union Representative of any alleged inaccuracy and it shall be the duty of the Union to advise the Company if any change is required in the seniority list. Once an employee agrees that his/her seniority is correct by affixing his/her initials by his/her seniority date, it shall not be changed in any subsequent review. Individuals becoming employees covered by this Agreement after finalization of the attached seniority list shall be added to the list in the appropriate classification according to the time that each became an employee covered by the Agreement. Effective 5 January 1979 the relative seniority of new employees hired on the same date shall be determined by the last four (4) digits of the employee's Social Security Number. The employee with the lowest last four (4) digits shall be deemed the senior.

The seniority date for a temporary employee will always be the date they become a regular employee.

2. Seniority for the employees covered by this Agreement for purposes of promotion, layoff, and callback shall accrue for time actually worked with the Company, time on vacation, holiday, sick or funeral leave, or as specified for leave of absence under the terms of this Agreement. Seniority will be lost whenever the employee covered by this Agreement:
 - a. Voluntarily terminates his/her employment, is discharged, or fails to apply to return to work at the termination of an authorized leave of absence.
 - b. Is absent from work because of personal illness or accident and fails to keep his/her manager notified monthly stating the probable date of his/her return to work.
 - c. Is laid off for a period of more than two (2) years.
 - d. Is notified within two years from date of layoff that (s)he may return but fails to respond within **five (5) working days** and arrange a mutually satisfactory date for re-employment.
 - e. Is absent for three (3) consecutive work days without properly notifying the Company.
3. The seniority list will be revised periodically and provided to the Union representative once a year for a period of forty-five (45) days, during which period of time it shall be the obligation of each employee and the Union to notify the Company in writing of any errors on said list. The list shall be available for inspection by any employee or Union Representative at reasonable times. It is the Union's duty to resolve any dispute between employees covered by this Agreement as to their respective seniority and to advise the company of the resolution thereof. Failure to notify the MSS Manager, Human Resources, or his/her designee, of any errors within the above-mentioned 45-day period shall foreclose any changes to the dates shown on the list.
4. For purposes of this Agreement, there will be three seniority dates: Union Seniority, Classification Seniority and Site Service Seniority.

Union Seniority-represents the total amount of time (adjusted if required) employees have been in a job now covered under the Collective Bargaining Agreement. Union seniority will be used for bidding and bumping purposes only.

Classification Seniority-is the time accrued under each classification in which an employee has worked. Classification seniority will be used to determine the most junior employee in an affected classification in a layoff.

Site Service Seniority-is the length of continuous time an employee has worked at the Government facility performing the kind of work performed by Mississippi Space Services and its predecessors.

Site Service Seniority shall apply for purposes of vacation eligibility. However, for those employees with an adjusted company service date greater than their Site Service, the adjusted company service date shall apply for purposes of vacation eligibility. The seniority described above is that seniority indicated for each employee in the current SSC seniority list.

5. **Layoff date is the date on which an employee was laid off from the Company. The layoff date shall be maintained on the seniority list for the length of callback rights.**

Section 2. Job Vacancies.

1. Notices of job openings in the bargaining unit covered herein will be posted on the Union bulletin board for a period of **five (5)** working days during which time the job shall not be permanently filled. All employees covered by this agreement regardless of employer will be eligible to bid on openings. **Employees on leave may bid by phone or by proxy for any openings posted during their leave time.**
2. Employees desiring transfer to the new job will submit their bid in writing and signed to the MSS Manager Human Resources, who shall provide a copy to the union representative. The Company will provide a designated bid form. If an employee is bidding from one SSC/FOS contractor to another, a completed job application must be submitted with the bid.
3.
 - a. Seniority, qualifications, merit and capabilities shall be the determining factors in filling job vacancies.
 - b. In the event of a posted job opening, the bidding employee with the most union seniority in the most directly related skill classification who has the qualifications, merit and capabilities shall be awarded the position. Where qualifications, merit and capabilities are substantially equal, union seniority shall be the determining factor. In the warehouse and clerical job classifications, seniority within those job classifications, not union seniority, shall be the measurement.
 - c. If there are no qualified bidders in accordance with Section 3B above, then the bidding employee with the most union seniority who has the superior qualifications, merit and capabilities shall be awarded the position. Where qualifications, merit and capabilities are substantially equal, union seniority shall be the determining factor.
4. If the Company determines within a period of thirty (30) working days that an employee selected to fill a job vacancy is not performing the job satisfactorily, the employee will be returned to his/her previous job without loss of seniority. If the employee's previous job has been abolished and there is no other job available for which the employee is qualified and eligible, then the employee shall be put on layoff.
5. When there is no qualified bidder for a posted job opening, the Company may fill the job with a qualified individual available from any source.

6. Employees who bid on a position vacated by an incumbent being placed on a Medical Leave of Absence (MLOA) will be placed into the position on a permanent basis unless the incumbent employee returns from the MLOA. Bid Bulletins will indicate positions vacated by employees placed on a MLOA. Employees displaced by another employee returning from a MLOA may exercise their seniority to bump into another job in accordance with other provisions of this article.
7. When a lateral vacancy occurs within a job classification which is normally filled by reassignment of employees within the classification, employees desiring to make a lateral transfer within their classification shall inform their supervisor and MSS Manager, Human Resources, or subcontractor Site Manager/designee.
8. Newly hired employees from sources external to the SSC/FOS contract will be considered as probationary employees for sixty (60) working days and shall be subject to discipline including discharge at the complete discretion of the Company.
9. Temporary employees will not accrue seniority. If the temporary employee is required beyond the initial thirty (30) days or the date of the agreed upon extension period, whichever is later, the job will be posted for bid.
10. The Company will notify the Union of any new hires, including temporary employees, regular part-time employees and on-call employees.
11. A weekly union/insurance orientation session for newly hired employees will be held on Monday after the employees complete their paperwork in the Human Resources Department and prior to their reporting to work. The Human Resources Office will advise the Union on Friday of each week whether there will be any new employees hired on the following Monday. The Union will be responsible for obtaining the meeting place and furnishing the appropriate completed medical/dental insurance forms to the Human Resources Office by Wednesday of the employee's first week.
12. If on any given date when there are multiple openings in a posted job classification, classification seniority for those awarded such positions will be established as follows:
 - a. A regular employee who bids into that classification on that date will be placed first in seniority order.
 - b. A regular part-time employee placed in that classification on that date will be placed second in seniority order.
 - c. Temporary employees placed into that classification on that date will be placed third in seniority order.
 - d. Newly hired employees into that classification on that date will be placed fourth in seniority order.

13. When filling vacancies, on-call employees will be considered prior to considering sources external to the SSC/FOS contract.

Section 3. Layoffs and Recalls.

1. A layoff is a termination of employment of indefinite length. Any permanent employee who is laid off for lack of work will receive ten (10) working days notice or ten (10) working days pay in lieu of notice.
2. In the event of a layoff, the employee with the least classification seniority in the job classification affected shall be laid off.
3. An employee subject to layoff may exercise his/her union seniority, or in the case of craftsmen listed in Exhibit C his/her classification seniority, to bump into any classification provided (s)he has previously held that job classification or performed like work in a now defunct classification, and provided (s)he has the union seniority, or in the case of craftsmen listed in Exhibit C the classification seniority, and qualifications and capabilities to perform in that classification.
4. Employees on layoff from a classification (onsite/offsite) will be recalled within two years if an opening exists in the classification from which they were laid off. This recall will be done without posting the job and will be processed according to the individual's seniority within the job classification. Notification of offsite recalls will be made by certified mail to the employee at his/her last known address and a failure of said employee to respond within **five (5) working days** of the time of mailing that (s)he will report to work, will constitute a waiver of his/her rights in regard to that recall, and to all future recalls unless (s)he explains his/her failure to respond and report for work to the satisfaction of the Company. If a temporary vacancy occurs, the employee can accept or decline the recall, and it will not interfere with the employee's recall rights.
5. If an employee who has been in a bargaining unit position for a period of one year is transferred to another position within **the Company** so as to be excluded from the coverage of this Agreement, such employee shall retain his/her seniority in the position from which (s)he was transferred. In the event of an unfilled bargaining unit vacancy in his/her previous position and for which (s)he is selected, his/her seniority shall be credited and (s)he shall resume his/her seniority as of the date (s)he is selected.
6. Employees who resign their employment with the Company must provide ten (10) working days notice.

Section 4. Recall of Regular Employees to Temporary Positions.

When Personnel Requisitions are received for temporary positions (positions that do not exceed 60 days), employees who have been laid off from regular positions are contacted prior to filling the requisition with outside candidates. The recall letter sent to the employee should specifically state that it is temporary – not to exceed 60 days – and their recall rights will be maintained if they decline because it is a temporary position. Temporary employees may be extended beyond 30 days

only upon mutual agreement between the Union and the Company. When the temporary assignment ends, the employee is terminated without a 10 day layoff letter issued. Benefits are extended to employees in this category.

The two year recall right for regular employees on layoff who accept recall to temporary positions (positions that do not exceed 60 days) will begin all over again at the end of the temporary assignment. **Seniority will not be accrued while on temporary recall.**

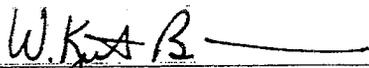
ARTICLE XIV HIGH PERFORMANCE WORK ORGANIZATION

The Company and the Union agree to establish and maintain a High Performance Work Organization in accordance with Exhibit E.

In WITNESS WHEREOF, this instrument is executed as of this 23rd day of June 2005.

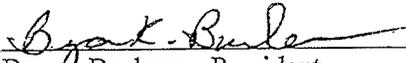
MISSISSIPPI SPACE SERVICES

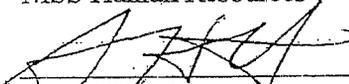
INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS, LOCAL 2249

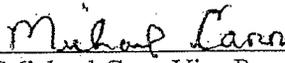

W. Kirt Bush
MSS Project Manager


A. B. Wallace, Business Rep.


Diane Wyle, Manager
MSS Human Resources

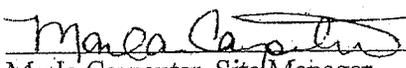

Bryan Burleson, President

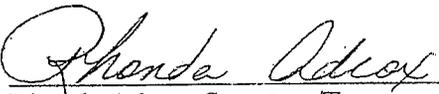

James Holt, Manager
MSS Facilities Systems

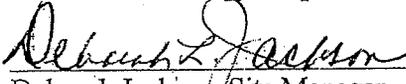

Michael Carr, Vice President

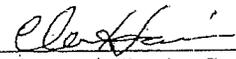

Todd Mannion, Manager
MSS Engineering Project Management


Brenda Reynolds, Recording Secretary

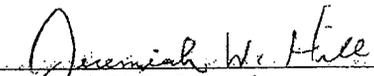

Marla Carpenter, Site Manager
Abacus Technology Corporation


Rhonda Adcox, Secretary/Treasurer

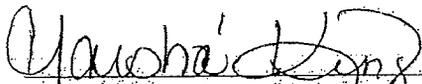

Deborah Jackson, Site Manager
InDyne, Inc.


Clarence Harris, Committeeperson


Joe Chandler, Site Manager
Madison Services, Inc.


Jeremiah Hill, Committeeperson

Pat McCullough, President
Occu-Health, Inc.


Marsha King, Committeeperson

Debra Ladner, Committeeperson


Cynthia Maurigi, Committeeperson

In WITNESS WHEREOF, this instrument is executed as of this 23rd day of June 2005.

MISSISSIPPI SPACE SERVICES

INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS, LOCAL 2249

W. Kirt Bush
MSS Project Manager

A. B. Wallace, Business Rep.

Diane Wyle, Manager
MSS Human Resources

Bryan Burleson, President

James Holt, Manager
MSS Facilities Systems

Michael Carr, Vice President

Todd Mannion, Manager
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Marla Carpenter, Site Manager
Abacus Technology Corporation

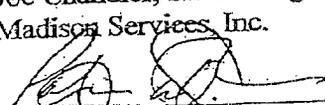
Rhonda Adcox, Secretary/Treasurer

Deborah Jackson, Site Manager
InDyne, Inc.

Clarence Harris, Committeeperson

Joe Chandler, Site Manager
Madison Services, Inc.

Jeremiah Hill, Committeeperson

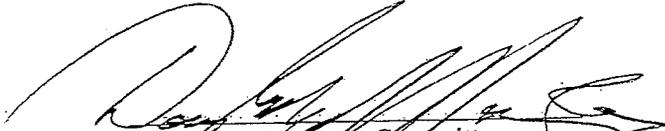


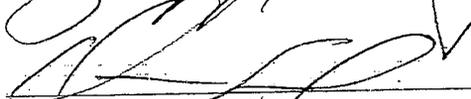
Pat McCullough, President
Occu-Health, Inc.

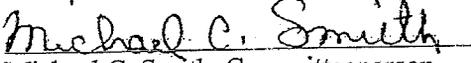
Marshá King, Committeeperson

Debra Ladner, Committeeperson

Cynthia Maurigi, Committeeperson


Douglass Mayberry, Committeeperson


Damon Saul, Committeeperson


Michael C. Smith, Committeeperson

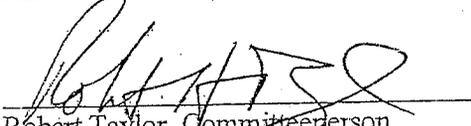

Robert Taylor, Committeeperson

EXHIBIT A

Effective Date of Increase

**Effective first full pay period following date

| CLASSIFICATION | 6/9/05 | 6/9/06** | 6/9/07** | 6/9/08** |
|--|--------|----------|----------|----------|
| Accounting Clerk | 13.73 | 14.14 | 14.63 | 15.36 |
| Accounting Clerk, Senior | 14.85 | 15.30 | 15.84 | 16.63 |
| Air Conditioning Technician | 19.04 | 19.61 | 20.30 | 21.32 |
| Air Conditioning Technician, Certified | 19.63 | 20.22 | 20.93 | 21.98 |
| Bus Driver | 15.03 | 15.48 | 16.02 | 16.82 |
| Buyer | 17.54 | 18.07 | 18.70 | 19.64 |
| Buyer, Jr. | 15.12 | 15.57 | 16.11 | 16.92 |
| Carpenter | 19.04 | 19.61 | 20.30 | 21.32 |
| Chauffeur | 14.45 | 14.88 | 15.40 | 16.17 |
| Chief Storekeeper | 17.54 | 18.07 | 18.70 | 19.64 |
| Commodity Specialist/Cataloger | 17.54 | 18.07 | 18.70 | 19.64 |
| Component Technician | 19.04 | 19.61 | 20.30 | 21.32 |
| Compositor | 15.42 | 15.88 | 16.44 | 17.26 |
| Computer Operator | 14.63 | 15.07 | 15.60 | 16.38 |
| Configuration Control Clerk | 13.15 | 13.54 | 14.01 | 14.71 |
| Configuration Control Clerk, Jr. | 12.35 | 12.72 | 13.17 | 13.83 |
| Configuration Coordinator I | 17.00 | 17.51 | 18.12 | 19.03 |
| Configuration Coordinator II | 15.14 | 15.59 | 16.14 | 16.95 |
| Configuration Coordinator III | 14.86 | 15.31 | 15.85 | 16.64 |
| Cook | 11.94 | 12.30 | 12.73 | 13.37 |
| Crew Chief | 14.13 | 14.55 | 15.06 | 15.81 |
| Documentation Coordinator | 19.17 | 19.75 | 20.44 | 21.46 |
| Documentation Specialist | 16.00 | 16.48 | 17.06 | 17.91 |
| Driver/Operator | 13.79 | 14.20 | 14.70 | 15.44 |
| Elec./Elec. Controls Specialist | 20.24 | 20.85 | 21.58 | 22.66 |
| Elec./Elec. Controls Specialist, Certified | 20.83 | 21.45 | 22.20 | 23.31 |
| Electrician | 19.04 | 19.61 | 20.30 | 21.32 |
| Electrician, Certified | 19.63 | 20.22 | 20.93 | 21.98 |
| EMCS Operator (25+ months) | 21.93 | 22.59 | 23.38 | 24.55 |
| EMCS Operator (25+ months), Certified | 22.52 | 23.20 | 24.01 | 25.21 |
| EMCS Trainee (0-24 months) | 20.56 | 21.18 | 21.92 | 23.02 |
| EMCS Trainee (0-24 months), Certified | 21.14 | 21.77 | 22.53 | 23.66 |
| EMCS/HVAC Systems Specialist | 20.24 | 20.85 | 21.58 | 22.66 |
| EMCS/HVAC Systems Specialist, Certified | 20.83 | 21.45 | 22.20 | 23.31 |
| EMCS Specialist Senior, Certified | 21.08 | 21.97 | 23.00 | 24.41 |
| Environmental Health Technician | 16.63 | 17.13 | 17.73 | 18.62 |
| Environmental Technician | 10.55 | 10.87 | 11.25 | 11.81 |
| Environmental Specialist | 10.77 | 11.09 | 11.48 | 12.05 |
| Equipment Operator, Jr. | 16.53 | 17.03 | 17.63 | 18.51 |
| Equipment Operator, Heavy | 19.50 | 20.09 | 20.79 | 21.83 |

EXHIBIT A

Effective Date of Increase

**Effective first full pay period following date

| CLASSIFICATION | 6/9/05 | 6/9/06** | 6/9/07** | 6/9/08** |
|--|---------------|-----------------|-----------------|-----------------|
| Equipment Operator, Heavy, Certified | 20.06 | 20.66 | 21.38 | 22.45 |
| Facility Warranty Administrator | 16.56 | 17.06 | 17.66 | 18.54 |
| Firefighter | 13.54 | 13.95 | 14.44 | 15.16 |
| Fire Inspector | 14.57 | 15.01 | 15.54 | 16.32 |
| Food Service Helper | 11.15 | 11.48 | 11.88 | 12.47 |
| Food Truck Operator/Sales | 11.86 | 12.22 | 12.65 | 13.28 |
| General Clerk | 12.35 | 12.72 | 13.17 | 13.83 |
| General Helper | 13.94 | 14.36 | 14.86 | 15.60 |
| Graphics Coordinator | 19.17 | 19.75 | 20.44 | 21.46 |
| Grounds Technician | 16.47 | 16.96 | 17.55 | 18.43 |
| Illustrator | 20.36 | 20.97 | 21.70 | 22.79 |
| Illustrator, Senior | 23.11 | 23.80 | 24.63 | 25.86 |
| Lab/X-Ray Technician | 17.89 | 18.43 | 19.08 | 20.03 |
| Librarian Technician | 12.13 | 12.49 | 12.93 | 13.58 |
| Lineman | 19.48 | 20.06 | 20.76 | 21.80 |
| Lineman, Certified | 20.05 | 20.65 | 21.37 | 22.44 |
| Machinist | 19.04 | 19.61 | 20.30 | 21.32 |
| Mail Clerk | 11.58 | 11.93 | 12.35 | 12.97 |
| Marine Maintenance Technician | 19.35 | 19.93 | 20.63 | 21.66 |
| Material Accounting Specialist | 16.69 | 17.19 | 17.79 | 18.68 |
| Mechanic Automotive | 19.04 | 19.61 | 20.30 | 21.32 |
| Mechanical Technician | 19.04 | 19.61 | 20.30 | 21.32 |
| Mechanical Technician, Certified | 19.63 | 20.22 | 20.93 | 21.98 |
| Medical Records Specialist | 13.40 | 13.80 | 14.28 | 14.99 |
| Medical Records Specialist, Senior | 19.17 | 19.75 | 20.44 | 21.46 |
| Multimedia Graphics Artist | 20.36 | 20.97 | 21.70 | 22.79 |
| NAVO Liaison | 19.17 | 19.75 | 20.44 | 21.46 |
| Painter | 18.09 | 18.63 | 19.28 | 20.24 |
| Payroll Specialist | 16.70 | 17.20 | 17.80 | 18.69 |
| Photo Technician | 20.57 | 21.19 | 21.93 | 23.03 |
| Photographer | 18.31 | 18.86 | 19.52 | 20.50 |
| Pipefitter/Plumber | 19.04 | 19.61 | 20.30 | 21.32 |
| Pipefitter/Plumber, Certified | 19.63 | 20.22 | 20.93 | 21.98 |
| Planner Scheduler | 19.17 | 19.75 | 20.44 | 21.46 |
| PM Mechanic/Pesticide Tech. | 17.63 | 18.16 | 18.80 | 19.74 |
| Property Administrator | 16.68 | 17.18 | 17.78 | 18.67 |
| Property Administrator, Senior | 17.54 | 18.07 | 18.70 | 19.64 |
| PT&I Specialist/Electrician | 20.24 | 20.85 | 21.58 | 22.66 |
| PT&I Specialist/Electrician, Certified | 20.83 | 21.45 | 22.20 | 23.31 |
| PT&I Specialist/HVAC | 20.24 | 20.85 | 21.58 | 22.66 |

EXHIBIT A

Effective Date of Increase

**Effective first full pay period following date

| CLASSIFICATION | 6/9/05 | 6/9/06** | 6/9/07** | 6/9/08** |
|---|---------------|-----------------|-----------------|-----------------|
| PT&I Specialist/HVAC, Certified | 20.83 | 21.45 | 22.20 | 23.31 |
| PT&I Technician/Electrician | 19.04 | 19.61 | 20.30 | 21.32 |
| 1 st Quarter | 19.32 | 19.90 | 20.60 | 21.63 |
| 2 nd Quarter | 19.63 | 20.22 | 20.93 | 21.98 |
| 3 rd Quarter | 19.94 | 20.54 | 21.26 | 22.32 |
| 4 th Quarter | 20.24 | 20.85 | 21.58 | 22.66 |
| PT&I Technician/Electrician, Certified | 19.63 | 20.22 | 20.93 | 21.98 |
| 1 st Quarter | 19.91 | 20.51 | 21.23 | 22.29 |
| 2 nd Quarter | 20.22 | 20.83 | 21.56 | 22.64 |
| 3 rd Quarter | 20.52 | 21.14 | 21.88 | 22.97 |
| 4 th Quarter | 20.83 | 21.45 | 22.20 | 23.31 |
| PT&I Technician/HVAC | 19.04 | 19.61 | 20.30 | 21.32 |
| 1 st Quarter | 19.32 | 19.90 | 20.60 | 21.63 |
| 2 nd Quarter | 19.63 | 20.22 | 20.93 | 21.98 |
| 3 rd Quarter | 19.94 | 20.54 | 21.26 | 22.32 |
| 4 th Quarter | 20.24 | 20.85 | 21.58 | 22.66 |
| PT&I Technician/HVAC, Certified | 19.63 | 20.22 | 20.93 | 21.98 |
| 1 st Quarter | 19.91 | 20.51 | 21.23 | 22.29 |
| 2 nd Quarter | 20.22 | 20.83 | 21.56 | 22.64 |
| 3 rd Quarter | 20.52 | 21.14 | 21.88 | 22.97 |
| 4 th Quarter | 20.83 | 21.45 | 22.20 | 23.31 |
| Quality Assurance Technician | 18.09 | 18.63 | 19.28 | 20.24 |
| Quality Assurance Technician, Certified | 18.67 | 19.23 | 19.90 | 20.90 |
| Radiation Safety Officer | 19.70 | 20.29 | 21.00 | 22.05 |
| Rad./X-Ray Quality Technician | 18.09 | 18.63 | 19.28 | 20.24 |
| Rad/X-Ray Quality Technician, Certified | 18.67 | 19.23 | 19.90 | 20.90 |
| Real Property Specialist | 19.09 | 19.66 | 20.35 | 21.37 |
| Receiving/Shipping Clerk | 13.59 | 14.00 | 14.49 | 15.21 |
| Records Clerk | 12.35 | 12.72 | 13.17 | 13.83 |
| Registered Nurse I | 16.96 | 17.47 | 18.08 | 18.98 |
| Registered Nurse II | 18.30 | 18.85 | 19.51 | 20.49 |
| Registered Nurse III | 19.83 | 20.42 | 21.13 | 22.19 |
| Registered Nurse IV | 21.65 | 22.30 | 23.08 | 24.23 |
| Registered Nurse V | 23.78 | 24.49 | 25.35 | 26.62 |
| Remediation Waste System Operator | 19.63 | 20.22 | 20.93 | 21.98 |
| Reports Coordinator | 14.76 | 15.20 | 15.73 | 16.52 |
| Reproduction Operator | 18.48 | 19.03 | 19.70 | 20.69 |
| Reproduction Operator, Senior | 21.09 | 21.72 | 22.48 | 23.60 |
| Shipping Specialist | 17.28 | 17.80 | 18.42 | 19.34 |
| Small Engine Mechanic | 17.95 | 18.49 | 19.14 | 20.10 |
| Small Mower Operator | 14.20 | 14.63 | 15.14 | 15.90 |

EXHIBIT A

Effective Date of Increase

**Effective first full pay period following date

| CLASSIFICATION | 6/9/05 | 6/9/06** | 6/9/07** | 6/9/08** |
|-----------------------------------|---------------|-----------------|-----------------|-----------------|
| SpecsIntact Clerk | 14.76 | 15.20 | 15.73 | 16.52 |
| Stock Specialist | 15.12 | 15.57 | 16.11 | 16.92 |
| Storekeeper | 14.35 | 14.78 | 15.30 | 16.07 |
| Supply Clerk | 15.12 | 15.57 | 16.11 | 16.92 |
| Technical Publications Specialist | 16.63 | 17.13 | 17.73 | 18.62 |
| Tractor Operator | 16.47 | 16.96 | 17.55 | 18.43 |
| Truck Driver, Medium | 14.28 | 14.71 | 15.22 | 15.98 |
| Truck Driver, Heavy | 16.96 | 17.47 | 18.08 | 18.98 |
| Truck Driver, Refuse | 15.93 | 16.41 | 16.98 | 17.83 |
| Tugboat Deckhand | 14.97 | 15.42 | 15.96 | 16.76 |
| Tugboat Pilot | 20.90 | 21.53 | 22.28 | 23.39 |
| VEM Maintenance Mechanic | 19.50 | 20.09 | 20.79 | 21.83 |
| Visitor Relations Specialist I | 10.40 | 10.71 | 11.08 | 11.63 |
| Visitor Relations Specialist II | 11.78 | 12.13 | 12.55 | 13.18 |
| Visitor Relations Specialist III | 13.19 | 13.59 | 14.07 | 14.77 |
| Warehouseman | 13.28 | 13.68 | 14.16 | 14.87 |
| Warranty Administrator | 15.12 | 15.57 | 16.11 | 16.92 |
| Welder, Certified | 19.63 | 20.22 | 20.93 | 21.98 |

EXHIBIT B

APPRENTICESHIP PROGRAM

1. The Apprenticeship Program shall be governed by the rules and regulations established by the Joint Apprenticeship Committee (JAC). The JAC shall consist of four members – specifically two (2) Union Committeepersons and two (2) members of Company management. The MSS Manager, Human Resources, or his/her designee, will act in an advisory capacity.
2. The MSS Manager, Human Resources, or his/her designee's, duties shall include:
 - A. Coordinate the JAC Program
 - B. Maintain adequate records showing progress of each apprentice.
 - C. Review related work experience progress with supervision to assure the apprentice is obtaining the necessary on-the-job training.
 - D. Recommend additions, revisions, or modifications to the existing program to the JAC.
3. The JAC Committee's duties shall include:
 - A. Identification and prioritization of apprenticeable occupations.
 - B. Development of apprentice specific program requirements, assessment of duration of apprenticeship, classroom requirements, training materials, involvement of offsite institutions, (i.e., community colleges) and development of evaluation criteria and progression and advancement.
 - C. Determine the appropriate number and qualifications of apprentices.
 - D. Recommend to MSS Manager, Human Resources, or his/her designee, award of credit for prior training and experience, based on recommendations and requests (with supporting documentation) submitted to the JAC.
 - E. Recommend to the Company, after periodically reviewing the job training, attendance and performance of each apprentice, their continuance in, progression or termination from the program.
 - F. Assure that skills training phases of the program are carried out by each apprentice to provide diversified experience for each apprentice and to preserve the integrity of the program.
 - G. Assure each supervisor maintains required training records.
 - H. Receive suggestions or questions concerning the program that have been raised by the apprentice for program improvement.
 - I. Recommend additions, revisions or modifications to the existing program.

EXHIBIT B

4. The supervisor of the apprentice shall be responsible to:
 - A. Develop task evaluation criteria to be used in objective determination of apprentice's qualification to progress to the next successive apprentice rate. Criteria will be established for each successive apprentice rate, and be used to make recommendations to the JAC.
 - B. Recommend to JAC for continuance, progression, or termination of apprentice based on the apprentice's observed progress.
 - C. Orient apprentice on safety, shop responsibilities and procedures prior to work assignments.

5. The apprentice has the following obligations and responsibilities to:
 - A. Perform and complete, diligently and faithfully, skills training and/or assignments and such other pertinent tasks as are assigned by the Company.
 - B. Respect and protect Company property and equipment and abide by Company rules and regulations.
 - C. Maintain such records as may be required by the classification and task at hand.
 - D. Develop and practice safe working habits, and conduct himself/herself in such a manner as to assure his/her own safety and that of his/her fellow workers.
 - E. Maintain a good attendance record. Absences will be documented and records submitted to the JAC to be used as a factor in determining continuance, progression, or termination from the program.

6. Selection of apprentices will be made by the JAC based on a grading system of interviews administered by the Committee. Credit shall be considered for grading candidates pursuing an apprentice being offered for the program, such as attending trade school, correspondence courses, or prior experience. Credit for prior training and experience may be granted in increments as determined by the JAC. The interview records will remain on file with the application. Bid posting will be in accordance with seniority provisions of the Agreement. Apprentices granted credit shall receive the appropriate apprentice rate and shall progress from that point according to the schedule determined by the JAC.

Selection of required apprentices must meet the following qualifications:

- A. Possess a high school diploma, or it equivalent.
 - B. Passage of a company fitness for duty physical.
 - C. Any other established Company employment requirements.
7. The apprentice shall work with and directly under the direction of a qualified mentor or journeyman for the duration of the program except as agreed to by the JAC.

EXHIBIT B

8. Progress in the program is as follows:

A. Apprentices shall be granted increases in their basic rate following a progression criteria determined by the JAC, using the following rate structure as a guideline:

Start 1000 hours – 70% of **Craftsperson** Rate

1000 hours – 75% of **Craftsperson** Rate

2000 hours – 80% of **Craftsperson** Rate

3000 hours – 85% of **Craftsperson** Rate

4000 hours – 90% of **Craftsperson** Rate

5000 hours – 95% of **Craftsperson** Rate

6000 hours – 100% of **Craftsperson** Rate

Wage rates and progression will be determined by the JAC based upon the skills development required, critically of the position, industry progression standards, academic requirements, and other related factors as established by the JAC.

B. Apprentices whose total performance is not satisfactory at the time they are scheduled to receive an increase but who are recommended for retention in the Program by the Company, shall receive no increase. The Company will recommend review of the apprentice's performance by the JAC three (3) months following the date they were originally scheduled to receive an increase to determine if the apprentice should receive the increase, be removed from the Program, or be placed on probation for an additional three (3) months. If after the second 3-month probation period the apprentice's performance is still not satisfactory, (s)he will be terminated from the program.

9. Apprentice will not be given "super seniority" over journey **craftspersons**, unless the apprentice has entered the program prior to the journeyman **craftsperson** entering his/**her** classification.

10. To ensure program integrity the Apprenticeship program will be initiated in the crafts area first and after a period designated by the JAC it will be opened up to other skill classifications on a schedule to be determined by the JAC.

EXHIBIT C

CRAFTS CLASSIFICATION SENIORITY

Air Conditioning Technician; Electrician; Carpenter; Pipefitter/Plumber; Lineman; Component Technician; Machinist; Certified Welder; Electrician/Electrical Control Specialist; EMCS/HVAC Control Specialist; Mechanical Technician; Painter; PT&I Technician/Electrician; PT&I Specialist/Electrician; PT&I Technician/HVAC and PT&I Specialist/HVAC. Employees in these classifications who transfer into another job classification will have their seniority in their prior job classification frozen on the date of their transfer.

For purposes of layoff or recall, the following classifications shall be considered one classification:

- Pipefitter/Plumber and Mechanical Technician
Pipefitter/Plumber Certified and Mechanical Technician Certified
- Electrician, Electrician/Electrical Control Specialist, PT&I Technician/Electrician and PT&I Specialist/Electrician
Electrician Certified, Electrician/Electrical Control Specialist Certified, PT&I Technician/Electrician Certified and PT&I Specialist/Electrician Certified
- Air Conditioning Technician, EMCS/HVAC Systems Specialist, PT&I Technician/HVAC and PT&I Specialist/HVAC
Air Conditioning Technician Certified, EMCS/HVAC Systems Specialist Certified, PT&I Technician/HVAC Certified and PT&I Specialist/HVAC Certified

**AGREEMENT BETWEEN
IAMAW LOCAL 2249
AND
MISSISSIPPI SPACE SERVICES STENNIS SPACE CENTER/FACILITY OPERATING
SERVICES PROJECT
AND ITS SUBCONTRACTORS (ABACUS TECHNOLOGY CORPORATION, INDYNE,
INC., MADISON SERVICES, INC., AND OCCU-HEALTH INC.)
THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER CALLED "COMPANY")**

This agreement acknowledges that the Company has agreed to allow the IAMAW and its Local 2249, to offer the Custom Choices Worksite Benefits program of supplemental insurance benefits to their employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Employees will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year, not to exceed 15 minutes absence from work per employee. EBS shall schedule the employee meetings in consultation with Company managers to minimize operational disruption. Further, the Company will honor payroll deduction requests and make payments to the underwriting insurance companies for supplemental life, cancer, long-term and short term disability and critical illness insurance.

All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc. It is recognized that the Company is not endorsing this program and that participants will pay 100% of the cost through payroll deduction.

EXHIBIT E

The formation of a responsible MSS SSC FOS Project High Performance Work Organization Partnership is essential in our current Service Contract Arena for long-term success. Our HPWO Partnership will create a relationship where all employees are empowered to be successful, are involved in the decision-making process, and mutually share in the benefits of partnering. By creating an atmosphere of mutual trust and respect, through education and training, through open communications, commitment, and to the greatest extent possible, decision making by consensus, we will achieve our goals of continual improvements in safety, quality, customer satisfaction, cost competitiveness, and employment security through innovation and partnering between Mississippi Space Services and its Subcontractors (Company) and the Union.

Agreement to Partner

We, the International Association of Machinists and Aerospace Workers Local Lodge 2249, and the Mississippi Space Services and its Subcontractors (Company) have committed to a HPWO partnership that will accomplish goals that mutually benefit the Company, the Union, all employees, the SSC as our customer, and the community in which we live.

Both the Union and the Company recognize that success and growth will be based largely on the efforts of all employees and those efforts are best achieved through a professional and positive Union-Management relationship.

We agree to develop, through shared decision-making, work processes and practices that will focus on providing services that meet or exceed the needs of our customers. The approach will enable continuous improvement by maximizing the contribution of skills, knowledge, and sharing information. Through this ongoing partnering commitment, people will seek out, learn, and apply competence in our daily work environment.

Cooperative activities or projects undertaken as a result of this commitment shall be in conformity with the provisions of the Collective Bargaining Agreement, which is our contract. The partnership agreement will be enabling language, which will allow leaders of labor and management to expose the entire workforce to their commitment to establish and promote positive, and extensive workplace change. This agreement will highlight the mutual goals and benefits of the partnership and the commitment to establish a new era of labor relations through shared decision making. Working as one, we will participate in understanding our customers' perceptions and definitions of value. The knowledge gained will be integrated with design and development efforts, thereby creating high value in all new products and services that we offer.

The Company and the union recognize that total team effort is required through the HPWO Implementation and development process. As we strive toward service contract excellence, we agree to trust, respect, and help each other throughout all phases of the partnership, and its commitment to positive workplace change. With this partnership agreement we intend to increase operation efficiency, expand the workforces, better educate and train our employees, increase Company profitability, provide the basis for enhancement of wages and benefits, and secure employment for all who participate.