AGREEMENT

BETWEEN

SHENANDOAH FLEET MAINTENANCE AND MANAGEMENT LLC

AND

LOCAL UNION #639 AFFILIATE OF INTERNATIONAL BROTHERHOOD OF TEAMSTERS CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

EFFECTIVE NOVEMBER 1, 2014 THROUGH OCTOBER 31, 2017

The Parties reserve the right to correct any/all inadvertent errors, omissions and/or mistakes.

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ARTICLE 1
RECOGNITION

This AGREEMENT is made and entered into as of this *1st* day of November, 2014 by and between the EMPLOYER (hereinafter known as the "Company") and the DRIVERS, CHAUFFERS, WAREHOUSEMEN, AND HELPERS LOCAL UNION # 639, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter known as the "Union").

The Employee recognizes and acknowledges that the Local Union is the sole and exclusive representative of all employees in the classifications of work covered by this Agreement for the purpose of collective bargaining by the National Labor Relations Act.

ARTICLE 2
SUCCESSORSHIP

This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, assigned, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this section that the parties hereto shall not use any leasing device of a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement, or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor or lessor executed a contract of transaction as herein described.

In the event the Employer fails to give the notice herein required and/or fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union, and to the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of this Agreement.

ARTICLE 3
MANAGEMENT'S RIGHTS

Except as otherwise expressly and specifically provided in this Agreement, the Union recognizes and agrees that the supervision, management, and control of the Company's business, operations, working force, and plant are exclusively vested in the management of the Company. Without limiting the generality of the foregoing, the Union recognizes and agrees that the right to plan, direct, and control the Company's business methods, operations, and working force; to hire, promote, transfer, assign and layoff employees, and lawfully and for just and proper cause to demote, discipline, suspend or discharge employees; to institute and enforce reasonable shop rules and regulations and the right to determine the hours and schedules or work, the work tasks and standards of performance for employees, and the right to change, relocate, subcontract, or discontinue any productions, services, methods, or facilities; or to introduce new or improved

materials, methods, or facilities, and to purchase or otherwise acquire and to utilize materials and services from such sources as is deemed desirable by the Company, is vested exclusively in the management of the Company. The foregoing shall not be taken, however, as a limitation upon the rights of the Union to represent the employees covered hereby in the procedures provided the Agreement.

ARTICLE 4
HARMONIOUS RELATIONS

Section 4.0 – In their institutional relationships, the Company and the Union pledge themselves:

(a) To abide by all procedures mutually agreed upon;

(b) To give each other the fullest cooperation to the end that harmonious relations may be maintained in the interest of both the Company and the Union;

(c) On the part of the Union to discipline any Union Steward and on the part of the Company to discipline any foreman or other of its representative, who shall conduct themselves in such a manner as to bring upon the Union or the Company, respectively, the proper reproach of the other that it has violated any of the terms of the Agreement.

(d) Grievances under this article shall be signed personally by the Business Agent for the Union or the Program Manager for the Company.

ARTICLE 5
NON-DISCRIMINATION

Section 5.0 – In accordance with applicable law, the Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, pregnancy or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, pregnancy or age.

Section 5.1 – The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

Section 5.2 – The term "he" or "his" as used in this Agreement is not meant to be discriminatory and shall apply equally to male and female employees.

Section 5.3 – In order to comply with the requirements of the Americans with Disabilities Act of 1990, the Union will cooperate with the Company to make, where required by the Act, reasonable accommodation for disabled employees.

ARTICLE 6
UNION SECURITY AND CHECKOFF

Section 6.0 - Union Security

All present employees who are members of the Union on the effective date of this subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present employees, who are in the Union, who are not members of the Union and all employees who are hired hereafter in the Union shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this subsection or the execution date of this Agreement, whichever is later. This provision shall be made and become effective as such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

Section 6.1 – The Company shall have the right to assume that all employees in the unit are members of the Union in good standing, unless notified to the contrary by the Union.

Section 6.2 – The Company will, within one week after receipt of notice from the Union, terminate the service of any employee who is delinquent in the payment of Union initiation fees or dues, unless within such week the employee cures this delinquency. If the Company shall believe that the discharge or any employee declared by the Union to be delinquent might violate the rights of such employee under any Federal or State statute or subject the Company to a charge of discrimination for violation of the rights of such employee, it shall so notify the Union, in which event it shall not be required to discharge said employee until the propriety of such discharge shall have been determined pursuant to the grievance procedure.

Section 6.3 – No provision of this Article shall apply in any State to the extent that it may be prohibited by State Law. If under applicable State Law, additional requirements must be met before any such provision may become effective; such additional requirements shall first be met.

Section 6.4 – It is understood between the parties that the Union will have equal opportunity with all other sources to refer suitable candidates for employment.

Section 6.5 – It is agreed that the Company shall deduct from the wages and make payable to the Union the initiation fees and monthly dues of the Union for those employees in the unit who have given the Employer a duly executed and lawful written assignment for such purposes. The Company shall remit dues on a monthly basis once they have been deducted.

Section 6.6 – Initiation fees shall be deducted from the first paycheck of the employee after the Company's receipt of said written assignment to the extent practicable. Monthly dues shall be pro-rated and deducted each weekly pay period.

Section 6.7 – The Union will levy only those initiation fees and dues which are authorized or permitted by the Constitution and By-Laws applicable to the Union and in the manner provided therein. The Company shall be entitled to rely upon compliance by the Union with this provision and the Union shall save the Company harmless with respect thereto.

ARTICLE 7
STEWARDS

Section 7.0 - The Union shall appoint a Steward and designated alternate and they shall notify the Company of their selection.

Section 7.1 – The Steward shall be permitted to spend such reasonable amount time without loss of pay as may be necessary in the processing of grievances before leaving his job. In the adjustment and processing of grievance as above set forth, the Steward shall request permission from his immediate foreman or supervisor. Such permission shall be granted, provided it does not retard or interfere unreasonably with operations or create a hazardous condition. The alternate Steward shall be governed by the same principles and shall assume the Steward's responsibilities only in the Steward's absence. The alternate, when requested of the Industrial Relations Manager by the Union, shall be permitted to attend grievance meetings beginning at the Step 3 level.

Section 7.2 – The Steward shall be permitted to transmit such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information are of a routine nature and do not involve work stoppages, slowdowns, the refusal to handle goods, a strike, or any other interference with the Company's business.

Section 7.3 – The Steward shall be the last employee to be laid off, provided he is qualified to perform the work available, but in no case, shall the Steward be discharged or laid off without prior discussion with a Union representative as to the reasons for such discharge or layoff.

Section 7.4 – The Steward shall not be discriminated against for performing his duties.

Section 7.5 – Stewards shall be permitted to investigate, present and process grievances on, or if appropriate, off the property of the Employer, without loss of pay. Such time spent in handling grievances shall be considered working hours in computing daily and/or weekly overtime. However, no compensation will be paid in excess of the normal work schedule for time spend discussing or investigating grievances or other Union matters, unless specifically and mutually agreed to.

Section 7.6 - The Company agrees at the time of a new employee orientation to introduce the Union steward **and**/or the alternate steward during the orientation to the new employee. The purpose of the introduction is to provide the new employee with a copy of the Collective Bargaining Agreement and to serve as a liaison during the new employee(s) probationary period.

ARTICLE 8
BULLETIN BOARDS

The Company shall place bulletin boards at appropriate locations in the plant on which the Union may post notices. Bulletin Boards shall be kept locked with keys to be provided to the Union and the Shop Steward(s). A key shall remain in possession of the Program Manager or his designee. All such notices shall be confined to official business of the Union. The Program Manager's office shall be notified at least twenty-four (24) hours in advance of any such notice, if practicable.

ARTICLE 9
INSPECTION PRIVILEGES

The Business Agent or other authorized representative of the Union shall be permitted, subject to governmental security regulations, to enter the facility, when necessary, upon application to the Program Manager.

ARTICLE 10
OFFICIAL UNION BUSINESS

Section 10.0 – Time off for Union Activities

The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available work force.

A Union member elected or appointed to serve as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

Section 10.1 – Leave for Non-Covered Position

In the event an employee has opportunity to try for a position with the Company but not in any classification of work covered by this Agreement, such employee shall be granted permission to be absent from his classification for a period not to exceed sixty (60) calendar days for such purposes. It is agreed that the Employer will continue payment of appropriate contributions into the Local Union Health and Welfare and Pension Funds for the period of absence from the classification. It is understood that this period cannot be extended and at the end of the sixty (60) calendar day trial period, the employee shall: (1) return to his classification with no loss of

seniority or (2) should he/she elect to remain in the non-covered job, the employee shall relinquish all classification seniority

ARTICLE 11
HOURS OF WORK

The workday shall consist of **Eight (8)** consecutive hours in a **Twenty-Four (24) hour period beginning with the time the employee is normally scheduled to start work on a calendar day.** Whenever the expression "consecutive hour of work" appears in this Agreement, it shall mean consecutive hour of work except for unpaid meal periods. The workweek shall consist of seven (7) consecutive twenty-four (24) hour periods beginning with the start of the work schedule. The work schedule shall consist of forty (40) hours of five (5) eight-hour days, normally Monday to Sunday, inclusive. Work shifts are defined as follows:

	Start Time
• **First Shift**	**0500 hours to 1259 hours**
• **Second Shift**	**1300 hours to 2059 hours (plus $0.75 per hour)**
• **Third Shift**	**2100 hours to 0459 hours (plus $0.85 per hour)**

Shift premium pay shall apply to Company directed daily and/or weekly start time changes.

After the pay period ending date, payroll processing will not exceed nine (9) calendar days. Each employee shall be provided with a statement or twenty-four (24) hour access to total hours and gross earnings and an itemized statement of all deductions made for any purpose. The itemized information shall also include accrued entitlements (vacation, sick leave and personal days). Payroll checks shall be in sealed envelopes. Any employee leaving the Company shall be paid on his/her next normally scheduled payday.

ARTICLE 12
REPORTING TIME

Section 12.0 – Except in cases of fire, flood or similar circumstances beyond the Company's control, **or as provided in Section 12.3 below**, when an employee so assigned reports for work on a regularly scheduled **workday**, or **regularly** scheduled overtime **workday** without having been previously notified not to report, he shall be given at least (8) hours work, or if no such work is available, he shall be given eight (8) hours pay at his rate applicable to the hours he would otherwise have

Section 12.1 – For purposes of the foregoing Section 12.0, an employee shall be considered to have been requested to report on his regular shift unless,

(a) An authorized Company representative notifies him to the contrary by personal conversation or telephone or telegraphed message delivered to him personally or the employee's last known address as shown by Company records (i.) on the

previous calendar day if he is a first-shift employee, or (ii.) at least three (3) hours before his scheduled starting time the same day if he is a second or third shift employee; or,

(b) The Company causes or attempts to cause radio announcements to be made or work cancellation due to a fire, flood or similar circumstances beyond the Company's control, in accordance with a schedule or such announcements posted from time to time on Company bulletin boards and/or published in the Company newspaper.

Section 12.2 – When an employee is called back to work after the expiration of his shift and after he has left the Company premises, he shall receive a minimum of four (4) hours work or four (4) hours pay at one and one-half times the regular hourly rate of pay.

Section 12.3 – When an employee is notified on Friday after the end of his work shift including the overtime portions thereof, or is notified on Saturday or Sunday to report for previously unscheduled work on either a Saturday or Sunday, he shall be given the following guarantees.

(a) Employees so notified and reporting for Saturday work shall be guaranteed a minimum of five and one half hours work or pay at the appropriate rate.

(b) Employees so notified and reporting for either Sunday or holiday work shall be guaranteed a minimum of eight hours of work or pay at the appropriate rate.

Section 12.4 – Scheduled Overtime – When an employee reports for work on a regularly scheduled first or second shift overtime assignment without having been previously notified not to report, he shall be paid as follows:

(a) Employees that report for work on Saturday shall be given five and one-half hours pay at one and one-half times their applicable rate of pay.

(b) Employees that report for work on Sunday shall be given four (4) hours pay at two (2) times their applicable rate of pay.

ARTICLE 13
OVERTIME

Section 13.0 – Overtime pay at the rate one and one half times the regular straight time hourly rate shall be paid for work performed:

(a) In excess of eight (8) consecutive hours of work in any workday or in excess of forty hours in any workweek.

(b) On Saturday, for shifts, which begin on that day, provided, however, that this Subsection (b) shall not apply where an employee's scheduled work week has begun on Tuesday, Wednesday, Thursday, Friday or Saturday.

(c) On the sixth day, (the day immediately following such employee's normal five (5) day work schedule).

(d) On mutually agreed special shifts of less than five days, employees will receive one and one half times their regular straight time rate after forty hours per week or for time worked beyond their normal daily special shift schedule.

Section 13.1 – Overtime pay at the rate of two times the regular straight time hourly rate shall be paid for work performed on seventh day (the day after the day immediately following such employee's normal five (5) day work schedule). Overtime pay at the rate of two (2) times the regular straight time hourly rate shall be paid for all hours worked beyond twelve (12) consecutive hours in a work day.

Section 13.2 – There shall be no duplication or pyramiding of overtime payments.

Section 13.3 – Miscellaneous
It is agreed that all employees be entitled to two (2) rest periods of fifteen (15) minutes each: one in the first half and one in the second half of the shift. Overtime shifts of four (4) hours but less than eight (8) hours will include one fifteen minute rest period. Overtime shifts of eight (8) hours or more will include two fifteen-minute rest periods.

Rest periods shall be observed within the general work area or the public common areas at the work facility at the designated times. Any deviations from the normal rest period will be approved by the immediate Supervisor.

Section 13.4 – An employee who at the request of the Company reports for work before his normal starting time may not be sent home early to offset the payment of overtime. An employee who requests to leave on his own accord will be paid premium pay only for those hours worked in excess of eight.

Section 13.5 – In the event the Goddard Space Flight Center is closed due to snow conditions, employees who remain and work on snow removal will be compensated at a rate of time and one half for all hours worked subsequent to the shift cancellation. Overtime, which extends beyond twelve (12) hours will be compensated at the applicable double time rate.

Overtime seniority will be applied by work unit (Vehicle Operations) first, then by the master seniority list. Personnel must first receive training for snow removal to be qualified to participate in snow removal operations. Weekend or call-in snow removal overtime is to be distributed from the Master Seniority Qualified List.

Section 13.6 – An individual assigned to a special project will receive first consideration for overtime if a requirement exists. Special projects to be defined as a project that is not performed on a normal or routine basis. The Company further agrees to make an effort whenever possible to utilize the senior qualified employees.

Section 13.7 – Employees who sign up to work overtime and fail to show up for work, unless excused for good cause, shall be subject to discipline.

ARTICLE 14
HOLIDAYS

Section 14.0 – The parties recognize the following holidays:

New Years Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day
Personal Days (3)

Section 14.1 – Any employee who does no work on one of the holidays specified shall be paid at his/her ordinary wage rate for such holiday.

Section 14.2 – Any employee who performs work on any of the holidays specified shall receive his/her regular rate for his/her normal work day plus double time for each hour of work in such day. Any employee who performs work on any of the holidays specified except for the personal days shall receive his or her regular rate of his or her normal work day plus double time **as outlined in Article 12.3 (b)**. Notwithstanding, employees who are required by the employer to perform work on their scheduled personal holiday shall receive the regular rate for his or her normal work day plus double time **as outlined in Article 12.3 (b)**.

Section 14.3 – To be entitled to holiday pay, an employee shall report and work all his scheduled eight hours on his workdays immediately preceding and following such holiday except where there is a reasonable excuse for absence, such as illness, injury, urgent personal business, or reasons considered equivalent thereto by the Program Manager.

Section 14.4 – If the Government Goddard Employees observe a paid holiday, other than the standard ten (10) holidays currently observed, which results from Federal Statute, Executive Order or the President's proclamation, then the employees covered by this agreement shall be

compensated for this holiday as holiday pay, at his or her regular rate of pay, only in the event that the Government authorizes and directs that this cost is reimbursable to the Employer.

ARTICLE 15
VACATIONS

Section 15.0 – An employee who is an active employee of the Company "(that is, either working, on vacation or paid leave status, or on a medical disability for not more than eight (8) weeks)", as of the last day of the vacation year in which the Agreement is in effect and who on that date has met the following conditions, shall be entitled, except as otherwise provided herein, to a fraction with pay for that vacation year in accordance with the following schedule:

Seniority as of the End of Vacation Year

During the first (1st) year of employment and during each subsequent year thereafter, through the fifth (5th) year, an employee shall accrue one and fifty-four hundredths (1.54) hours of vacation credits per week for each eligible work week.

Starting the sixth (6th) year and during each subsequent year thereafter through and including the tenth (10th) year, an employee shall accrue two and thirty-one hundredths (2.31) hours of vacation credits per week for each eligible work week.

Starting the eleventh (11th) year and during each subsequent year thereafter through and including the nineteenth (19th) year, an employee shall accrue three and eight hundredths (3.08) hours of vacation credits per week for each eligible work week.

Starting the twentieth (20th) year and subsequent years thereafter, an employee shall accrue three and eighty-five hundredths (3.85) hours of vacation credits per week for each eligible work week.

Starting the twenty-sixth (26th) year and subsequent years thereafter, an employee shall accrue four and sixty-two hundredths (4.62) hours of vacation credits per week for each eligible work week.

For purposes of the Article:

(a) **Vacation Time for pay purposes shall be paid at a premium rate of 1.125 times the employee's normal straight time base pay. Normal base pay shall also include applicable premiums for those employees who are permanently assigned to perform those duties on a regular basis.**

(b) "Vacation Year" shall mean a period of 12 consecutive months commencing on April 1 and continuing to the next March 31.

(c) "Accrued Vacation" shall mean that entitlement accruing to an employee's credit during the current vacation year.

(d) Any employee who has been in a service of the Employer for a period of ninety (90) days or more and who resigns or is laid off shall be entitled to vacation pay as specified in the above schedule accrued to the date of termination.

(e) Payment for vacation entitlement will be made at the time the vacation is actually taken. However, all vacation entitlement must be taken at the discretion of the Company prior to the next succeeding March 31.

(f) Employees entitled to ten (10) days of vacation may elect to carry over up to ten (10) days (80 hours). Employees entitled to fifteen (15) days of vacation may elect to take up to five (5) days pay in lieu of a corresponding amount of vacation and/or carry over up to fifteen (15) days (120) hours. Employees entitled to twenty (20) days of vacation may elect to take up to ten (10) days pay in lieu of a corresponding amount of vacation and/or may carry over up to fifteen (15) days (120 hours). Employees entitled to twenty-five (25) days of vacation may elect to take up to fifteen (15) days pay in lieu of a corresponding amount of vacation and/or may carry over up to fifteen (15) days (120 hours). Employees entitled to thirty (30) days of vacation may elect to take up to twenty (20) days pay in lieu of a corresponding amount of vacation and/or may carry over up to twenty (20) days (160 hours).

Section 15.1 – A vacation list shall be posted by the 15th of January of each year. Employees shall, in order of seniority be offered an opportunity to make their vacation selections. Employees who fail to make a selection by February 28th of each year may select vacation at any time thereafter, but only from vacancies remaining at the time selection is made. The employer shall determine the maximum number of employees who shall be absent during any one period.

Vacations shall be scheduled in advance at a time subject to workload requirements that is convenient to the Company and the employee. If a conflict occurs between employees over the choice of their vacation period, the employee with the greatest seniority shall receive first preference.

All employees shall be given vacation pay prior to the date of beginning a vacation if so requested by the employees, if at least one week notice is given.

Section 15.2 – Employees who return from military leave of absence during the vacation year shall receive such vacation credit as is required by the provisions of the Selective Service Act of 1940, the Selective Service Act of 1948, the Universal Military Training Act of 1950, or such other Federal or State Laws as shall be applicable.

Section 15.3 – Employees released to the Armed Forces and on military leave of absence other than those serving an annual training period, shall receive such vacation pay at the time such leave of absence begins.

Section 15.4 – In computing the number of months on the active payroll for purposes of this Article, any month in the vacation year during which the employee was on the active payroll, or on the first two (2) weeks of a leave of absence, for the scheduled workdays occurring in sixteen (16) calendar days shall be considered as a full month's work.

Section 15.5 - The legal beneficiary of an employee who dies during the vacation shall be paid the employee's accrued and earned vacation pay in accordance with Section 15.0.

Section 15.6 – **Vacation accrual time, as outlined above (15.0) may be utilized in hourly, daily or weekly increments.** If an employee is required by the Company to return from vacation prior to its expiration date the employee shall be reimbursed for all necessary out-of-pocket expenses in connection with such request and shall be permitted to take the unexpired portion of his vacation prior to April 1 of that vacation year.

Section 15.7 – The rights to future vacation pay of a rehired employee shall be measured solely by service after the date of the latest rehire. Total accrued vacation for a vacation year will not exceed that which would have accrued to an employee if service had not been broken.

Section 15.8 - For the purpose of vacation accrual the Mail Clerks contract date of hire will be utilized.

ARTICLE 16
SICK LEAVE

Section 16.0 – Upon completion of the probationary period, for full time employees, and for members carried on the Master Seniority List, employees shall be eligible for paid sick leave in accordance with the following:

3 days after three months
4 days after four months
5 days after five months
6 days after six months
7 days after seven months
8 days after eight months
9 days after nine months

(a) The sick leave year shall run from April 1 to March 31.

(b) Non probationary full-time employees shall be credited with nine (9) days of sick leave eligibility each April 1st.

Section 16.1 – Sick leave allowance shall be paid at the employee's base rate and shall not exceed the number of hours in his regularly scheduled day up to a maximum of eight (8) hours.

Section 16.2 – Sick leave allowance shall be paid only when the employee notifies the Company of his/her absence because of personal illness. The Company may require proof of illness.

All requests for absences will be made directly to the employee's supervisor by the employee unless they are physically unable to do so. If the employee is unable to reach the appropriate supervisor, then the request will be made to the Personnel Office. Requests must be made within one (1) hour of the employee's normally scheduled work time or the absence will be considered as unauthorized absence.

Section 16.3 – The unused portion of sick leave may be paid to each employee at the end of the year ending March 31 or each employee may elect to carry over up to nine (9) days or 72 hours. The maximum sick leave balance for any employee is one hundred and forty-four (144) hours.

Section 16.4 – Family and Medical Leave

The provisions of the Family and Medical Leave Act will be complied with by the Union and the Company. Company policy and procedures will be followed to comply with the provisions of the Family and Medical Leave Act.

Section 16.5 – The Company shall pay unused accrued sick leave upon termination or layoff of employees. The rights to future sick leave of a rehired employee shall be measured solely after the day of latest rehire. Total authorized sick leave for sick leave year will not exceed that which would have been earned by an employee if service had not been broken.

ARTICLE 17
FUNERAL LEAVE

Section 17.0 – In the event of a death of an employee's spouse, children, **grandchildren**, parent(s), **grandparents**, parents-in-law, **stepparents**, stepchildren, brother(s) or sisters(s), an employee will be paid in full for time lost from work not to exceed (5) days. In the event of the death of an employee's brother or sister of the spouse or spouse of the employee's brother or sister, an employee shall be paid for time lost from work not to exceed (2) days. **If funeral services for the death of an employee's brother or sister of the spouse or spouse of the employee's brother or sister should take place outside of a one-hundred (100) mile radius of the employee's home domicile of residence, employees will be paid in full for time lost from work not to exceed (3) days. Employee(s) requesting funeral leave in this situation will be required to provide evidence of the service location for paid leave to be approved.**

Section 17.1 – Payment of bereavement pay is based on verification of death and relationship to the employee made to the satisfaction of the Company and the employee's completion and submission of a claim for pay form.

ARTICLE 18
JURY DUTY PAY

An employee who is required by proper court order or summons to be absent from work in connection with jury duty will be paid the difference between the actual payment he received from the court **if such payment is defined as wages under applicable laws** and the earnings he would have received for a regularly scheduled eight (8) hour shift had the employee not been required to be absent from work. In order to qualify for such pay, employees called for jury duty will be expected to report for work on those days when their services are not required on the jury and also, to return to work when they are excused from jury services early enough to make such action practicable.

To be compensated, employees are required to provide substantiating court documentation and complete and submit a claim for pay form.

ARTICLE 19
MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act. The Employer shall pay the Health and Welfare, and Pension Fund contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence affects his credits or coverage for Health and Welfare, and/or Pensions.

In the event that a "draft" of men/women is required by the selective service branch of the US Government or at the request of Congress and/or the President of the United States, the Company shall make on behalf of returning employees, any contribution to their pensions plans that the employer would have made if the employee had not been absent for military service in accordance with the provisions provided under the Uniformed Services Employment and Reemployment Rights Act (USERRA).

ARTICLE 20
ADJUSTMENT OF GRIEVANCES

Section 20.0 – Any difference as to the interpretation of this Agreement in its application to a particular situation or as to whether it has been observed or performed, shall be a "grievance" under this Agreement, the procedures provided herein shall be the exclusive remedies available to the Company, the Union and to the employees, for the adjustment of such grievances.

Section 20.1 – All grievances beyond Step 2 involving employee claims, shall be in writing and shall be signed by all employees claiming rights thereunder.

Section 20.2 – In an effort to adjust employee grievances by mutual agreement, they shall be presented in the following order and within the following time limits:

Step 1: The employee (with or without the Steward) shall promptly bring the grievance to the supervisor. If such grievance is not settled with two (2) working days, then

Step 2: It shall be taken up with the Department Manager and a meeting will be scheduled within five (5) working days. If no agreement has been reached within seven (7) calendar days, then

Step 3: It shall be reduced to writing, signed by the employee and the appropriate Union representative. The written grievance must set forth a statement of the grievance and the Article or Section of the Agreement which is claimed to be violated and taken up with the Program Manager and a meeting will be scheduled within seven (7) subsequent working days. If no agreement has been reached within fourteen (14) calendar days, it shall be moved to a final step.

FINAL: It shall be taken up with the Business Agent and the Labor Relations Manager or his/her delegate. If no agreement has been reached within fifteen (15) working days, either party may submit the grievance or dispute to arbitration in the manner provided herein.

PRECEDENTS: A final decision made with respect to any grievances in the first or second step shall apply to that grievance only and shall not become a binding precedent in the case of other grievances nor a precedent, which shall bind the parties as an interpretation of the Agreement. All settlements must be consistent with the terms and conditions of this Agreement.

Section 20.3 – Any aggrieved employee shall have the right to be present at any stage of the grievance procedure in which his grievance is being considered. No employees may leave the job, take up or settle a grievance without requesting permission from his immediate foreman or supervisor. Such permission will be granted provided it does not retard or interfere with operations or create a hazardous condition. If permission cannot be granted, time limits will be waived until permission is granted. Witnesses called by either party may attend the grievance meeting at any step, subject to the same provisions above outlined for attendance of an aggrieved employee.

Section 20.4 – No compensation will be paid in excess of the normal work schedule for time spent discussing or investigating grievances or other Union matters.

Section 20.5 – The Local Union or its authorized representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 21
ARBITRATION PROCEDURE

Section 21.0 – The party choosing to arbitrate shall give written notice to the other party setting forth the matter to be arbitrated. If said notice is not served within the fifteen (15) day period specified in the grievance procedure, it shall be deemed that the grievance has been satisfactorily adjusted and the right to arbitrate waived.

Section 21.1 – In the event the Union or the Company submits a grievance to arbitration, a representative selected by the Union shall meet with a representative selected by the Company within five (5) days or receipt of the above notice and attempt to agree on an arbitrator. In the event the parties cannot agree on an arbitrator within five (5) working days, the parties will petition the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators.

Section 21.2 – The arbitrator shall not have the power to add to or in any way modify, alter or expand any of the terms of this Agreement, or any Agreement supplemental hereto, and the decision of the arbitrator shall be based upon the provisions of this Agreement.

Section 21.3 – The impartial arbitrator shall render an award with thirty (30) days after the close of the hearing, and the parties agree to comply with any award rendered under the terms of this Agreement within ten (10) working days after such award is rendered.

Section 21.4 – Each party shall bear its own expense with respect to the preparation and the presentation of the matter to the impartial arbitrator, and both parties shall bear equally the expense of the arbitration proper, including the fee, if any, of the arbitrator.

ARTICLE 22
DISCHARGE OR SUSPENSION

Section 22.0 – The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of an employee, the Company must, within five (5) days, notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Shop Steward, and a copy mailed to the Local Union office, within five (5) working days from the time of discharge or suspension.

Section 22.1 – An employee upon discharge or resignation must be paid in full for all wages owed him by the Employer including earned vacation pay, if any, within five (5) days from the date of discharge or resignation.

Section 22.2 – A discharged or suspended employee must advise his Local Union in writing, within three (3) working days after receiving notification of such action against him, or his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension, must be made to the Employer in writing within ten (10) days from the date of discharge or suspension.

Section 22.3 – Disciplinary action shall be sequenced as follows: (a) Verbal warning – documented and signed by the employer, employee or union steward and sent to the union steward, employee and Personnel Office. (b) Written warning signed by the employee or union steward and placed in the employee's personnel file. The employee's signature does not acknowledge accuracy of the warning, but simply that it has been received. (c) Suspension – up to 3 working days without pay to be scheduled by the section supervisor. Suspensions may be given even if verbal and written warnings have never been given previously. This will be based on the severity of the employee's violation. (d) Termination – Normally will take place only after an employee has been previously suspended for an action. However, immediate termination may result from commission of acts such as the following: Theft, willful damage to Company or Government property, drug or alcohol use during scheduled work hours and falsification of time cards.

ARTICLE 23
SENIORITY

Section 23.0 – There shall be one (1) regular seniority list. The Employer recognized the principal that the senior qualified employees shall have preference to work available. Seniority shall prevail and is defined as the seniority, which an employee acquires from his most recent date of hire. If qualified, seniority shall apply with respect to overtime, job bidding, and shift preference, starting times of posted vacancies, vacation and other contract benefits. Overtime for all employees shall be offered according to classification seniority within a work group. In the event the overtime requirement cannot be met, it will be assigned to employees within the work group, in inverse order.

Section 23.1 – Seniority Rank and Position

Within thirty (30) days after the signing of this Agreement, the Employer shall post in a conspicuous place, a list of employees arranged according to their seniority. Every six (6) months thereafter the Employer shall post an up-to-date seniority list or every three (3) months, if there is any change in qualification, addition or deletion for any reason. Claims for corrections to such lists must be made to the Employer in writing, with a copy to the Union, within ten (10) days after posting and after such time the list will be regarded as correct.

Any controversy over the seniority standing or any employee on such list if raised within the ten (10) day period, shall be submitted to the Grievance Procedures as established by this Agreement.

For the purpose of bidding on job vacancies, the original Mail Clerk employees' common seniority of November 1, 1996 will be utilized. When more than one (1) Mail Clerk bids on a job vacancy the employees date of hire will be used.

For any new units that come into the bargaining unit, their seniority shall be consistent with the procedure used for the mailroom clerks. There shall be no loss of vacation time or previously accrued sick leave or personal time that is currently enjoyed. Layoff procedures and bumping rights shall be the same as with the mail clerks.

Section 23.2 – When an applicant is hired, he/she shall be placed on probation for ninety (90) calendar days. During an employee's probationary period, the terms of this Agreement, except as to hours of work, rates of pay, holidays, funeral leave and except as to the Union security provisions in Article III, shall not apply and the employee may be discharged without further recourse.

An employee coming to the unit as stated above, as long as they are current employees presently performing those functions within the newly designated unit, shall not be subject to probation language in Article 23.2.

(a) The probationary period of new employees as contained in Section 23.2 above may be extended only for such time as to ensure that the new employee meets the requirements of the Homeland Security Presidential Directive, HSPD 12. It is understood and agreed that the new employee must be allowed access to Goddard Space Flight Center as a condition of employment. New employees who fail to meet the requirements of the HSPD 12 Directive will be subject to termination of employment without further recourse.

In addition it is understood and agreed that current employees must also as a condition of continued employment meet the requirements of the Homeland Security Presidential Directive, HSPD 12 as outlined in the Letter of Understanding as attached to this Agreement.

Section 23.3 – After ninety (90) calendar days, the employee shall be placed on the regular seniority list, and his seniority shall begin on the first day of employment. In case of discharge within the ninety (90) day period, the Employer shall notify the Local Union in writing.

Section 23.4 – The Union shall be entitled to a seniority list each six (6) months upon request or sooner, if any changes occur.

Section 23.5 – Loss of Seniority

(a) Seniority shall be broken only by:
- (1) Discharge for just cause
- (2) Voluntary quit
- (3) Failure to be recalled because of a lack of work within three (3) years from the date of layoff.
- (4) Failure to respond to notice of recall as specified in this Agreement.
- (5) Failure to return at the conclusion of an authorized leave of absence.

(6) Absence of three consecutive working days without proper cause.

(b) Any employee who is absent because of proven illness or injury, shall accumulate seniority, provided however, that the employee must report his/her availability for work within three (3) days after the termination of such proven illness or injury.

Section 23.6 – A list of permanent job openings giving Department Job Title and hourly rate, which will be filled, will be posted and filled by the Personnel Manager's office. Unless otherwise noted, the posting will remain open for four (4) days. Announcements will provide summary statement of duties, statement of required qualifications, and if appropriate, a statement of any special knowledge, skills, and abilities determined essential for effective job performance. The Union shall be provided with a copy of vacancy announcements pertaining to the position in the unit. Interested employees must file an "Application for Change" within the allotted time. Selection will be made on the basis of an employee's ability to meet the Company's standards for the position. Where two or more employees have qualifications deemed to be adequate, seniority will prevail. In the event that there are no qualified applicants for an opening, the Personnel Office will utilize other candidate sources to fill the position.

Section 23.7 – Any new employee and/or recently promoted or transferred employee is required to complete ninety (90) days of satisfactory service before being eligible to submit an "Application for Change". In the event that there are not qualified applicants for a position, positions will then become open to all hourly employees regardless of length of time in their current position.

Section 23.8 – Temporary vacancies will be filled from within the same department by upgrade or lateral change of the senior qualified employee. Vacancies that are expected to exceed ninety (90) days will be filled pursuant to the job bidding procedure.

Section 23.9 – Layoff and Recall

When it becomes necessary to reduce the work force, the least senior employee in the affected work classification will be offered the opportunity to displace the least senior person in another classification for which he is qualified on the seniority list. **Where two (2) or more employees have the same seniority (starting) date, then the employee(s) IDMax date shall govern. If this is equal then layoff order shall be determined by random draw.**

There is a presumption that the senior employee has the ability and qualifications to perform the work of the classification for which he is exercising his seniority rights. In the event that such senior employee is not qualified to perform the work of the classification, he shall bump into another classification that he is qualified for. Incumbent employees who have demonstrated an ability to perform the work of a particular classification will be allowed to bump into that position on a ninety (90) day trial period even though they do not meet the strict requirements of that classification. The employee must demonstrate the ability and qualifications for the work within 90 days, and if not, the employee will continue to be processed through the lay off

procedure. In the event that there are not positions for which the employee is qualified to exercise his seniority rights, the employee will continue to proceed through the lay off procedure.

In the event of recall, the laid off employees shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) calendar days after tender of delivery of the Employer's notice at such address, the employee must notify the Employer by telegram, registered or certified mail of his/her intent to return to work and must actually report to work within seven (7) calendar days after date of tender of delivery of the recall notice, unless it is mutually agreed that the employee need not return to work within such seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he/she shall loose all seniority rights under this Agreement, and shall be considered as a voluntary quit.

Notwithstanding the above in the event a regular employee on layoff accepts a recall to work by telephone and actually returns to work when called, it shall not be necessary that he/she be notified by telegram or mail.

23.10 - **Where two (2) or more employees have the same seniority (starting) date, then the employee(s) IDMax date shall govern. If this is equal then layoff order shall be determined by random draw.**

Section 23.11 – Cryogenics Truck Deliveries

The Company and the Union understand and agree that there may be occasions when Cryogenic Truck Deliveries, requiring escort due to unbadged personnel, may occur outside of normal working hours. When the occasion would arise the Company agrees to honor seniority for employees in that work group, as outlined in Article 23, Section 23.0 of the Collective Bargaining Agreement. The Company will, in seniority order, contact the employee by predetermined after hours contact information which would include the employee's home and personal cell phone contact numbers with the following criteria:

1. **The employee must be able to reach the GSFC facility within one-half (1/2) hour of being contacted.**

2. **The employee will be compensated as outlined in Article 12, Section 12.3(a) or 12.3(b) which ever is applicable.**

ARTICLE 24
UNIFORMS

Article 24 – It is understood between the parties that when an employee is required to wear any kind of uniform or safety equipment as a condition of their employment, such uniform shall be furnished via a custodial receipt and maintained by the Employer. The employer agrees that such

uniform shall be of good quality and proper fit. Employees furnished such items will wear and/or use them at all times when performing their duties.

Employees will exercise proper care in the use of furnished items.

In the application of this section the Employer shall establish a standard safety shoe which will be available to the employees affected. The employer will initially provide two (2) pairs of safety shoes to each employee. If a pair of shoes becomes unserviceable the Company will replace them at the applicable rate per pair based on the schedule shown below. In those instances where an employee cannot avail himself of the standard shoe due to bona fide medical reasons or for reasons of size, the Employer will provide an appropriate alternative at no additional cost to the employee. Employees that work predominantly outside or exposed to the weather will be provided adequate outerwear.

Description	**4/1/15**	**4/1/16**	**4/1/17**
Rate Per Year	**$125.00**	**$130.00**	**$135.00**

ARTICLE 25
EXAMINATION AND IDENTIFICATION FEES

Physical, mental or other examinations required by a government body or the Employer, shall be promptly complied with by all employees **and in full compliance with current and/or future Department of Transportation and/or CSA-2010 Regulations or Rules** provided however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours **unless paid by the Employer for all time spent. Notwithstanding the employee(s) responsibility to ensure and maintain the validity of their Medical Examiners certificate, the Company will provide adequate notice and appropriate paperwork to comply with DOT/CSA 2010 Regulations.**

The Employer reserves the right to select its own medical examiner or physician, **however, such selection shall comply fully with current and/or future Department of Transportation and/or CSA-2010 Regulations or Rules** and the Union may, if it believes an injustice has been done to an employee, have said employee re-examined at the Union's expense. In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within ten (10) days, whose opinion shall be final.

The Company will pay employees for hours in traveling to and time spent at the collection site for all required, reasonable suspicion, and post-accident drug/alcohol tests.

ARTICLE 26
BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer. The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding requirements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium is to be paid by the employee. Cancellation of a bond after once issued shall not be cause of discharge unless the bond is cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

ARTICLE 27
AUTOMATION

(a) The Company shall give to the Union at least four (4) weeks notice of any planned installation of numerically controlled or computer controlled equipment which directly and immediately displaces one or more employees by performing his/her current work assignment in a new manner. This notice shall identify the type and location of equipment to be installed and the equipment to be directly and immediately replaced if any.

(b) As soon as is reasonable after such advance notice and before such equipment is put into operation, the Company will inform the Union of the existing job classifications and the names and seniority date of members of the bargaining unit whose work is expected to be directly and immediately affected by the new equipment.

(c) The Union and Company agree to meet for the purpose of discussing particular problems, which may be caused by the installation of such equipment.

(d) It is agreed between the parties that the following general principles will govern the handling of such automation questions as may arise during the term of this Agreement.

(i) As a general objective, the Company and the Union will attempt to minimize the effect of automation upon the rates of pay or job security of affected employees.

(ii) Whenever it may be reasonable and practicable to do so, the Company will attempt to provide training for employees displaced by automation in the order of

their seniority, in order to give them an opportunity to qualify for available openings.

ARTICLE 28
SUB-CONTRACTING

For the purposes of preserving job opportunities for the employees covered by this agreement, the Employer agrees that it will not subcontract work of the kind and character performed by the Bargaining Unit for the sole purpose of laying off Bargaining Unit employees, or when to do so would result in the failure to call employees already on layoff status and having recall rights. It is the intention of the Employer to subcontract customer driven work only when such work cannot be effectively performed by its own employees due to scheduling conflicts, skills, tools, equipment, facilities, or availability of manpower. This Agreement in no way affects the ability of Government customers to expressly designate circumstances in which the Employer may be directed to subcontract out work which is normally performed by Bargaining Unit employees.

ARTICLE 29
TRAINING PROGRAMS

Whenever it is practicable to do so, when the Employer acquires new equipment for which special training is needed, it is agreed that present employees in the bargaining unit shall be afforded the opportunity to be trained and qualified to operate such equipment before a new employee is hired to operate such equipment.

ARTICLE 30
WAGES AND CLASSIFICATIONS

Section 30.0 – The classifications and rates of pay applicable to each job classification is set forth in Appendix A attached hereto, and made a part hereof.

Section 30.1 – Rates for new job classifications for which rates of pay are not established by this Agreement and rates for jobs where there is a substantial change in job content of present job assignments shall be established by the Company. The Company shall advise the Union in advance of its intentions with respect to such changes with the view of avoiding grievances; which might otherwise result from its activities. The Union may, if it so decides, make any protest within fourteen (14) calendar days after an employee has been classified in the new job classification or from the date of the substantial change in job content. **The Company agrees to provide the Union with a full job classification description for each job classification at least annually or at other times upon request. In so providing the Union with the above the Union shall handle the documents as Union property and use it only for the purposes described herein.**

In the event the Company shall introduce and/or acquire any new technologies and/or equipment that may affect the Job Description described herein and/or affect the

classification compensation of the effected employee(s) the Company shall contact the Union to determine if a reclassification and/or higher compensation rate would apply to such technology and/or equipment.

Section 30.2 – When an employee is requested to do work in a higher rated classification and he accepts, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification and he accepts, he shall receive his regular rate of pay for all such lower work performed.

In the event an employee is requested to work in a lower rated classification within his department and he does not accept and no other employee accepts the work in a lower rated classification; the least senior employee will work in the lower rated classification and be compensated at their regular rate of pay.

In the event an employee is requested to work in a higher rated classification within his department and he does not accept and no other employee accepts the work in a higher rate of classification; the least senior employee will work in the higher rate of classification and be compensated at the higher rate of pay.

Section 30.3 – The assignment of an employee to the performance of work requiring less than the skills of the job classification description of his occupational title shall not furnish a basis for a claim on the part of other employees performing corresponding work to be classified under such occupational title.

ARTICLE 31
COMPENSATION CLAIMS

The employer agrees to promptly file appropriate paperwork regarding on-the-job injury claims when such claims are due and owing as required by law. The employer shall provide Workers' Compensation protection for all employees even though not required by State Law or the equivalent thereof if the injury arose out of or in the course of employment. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, as requested by the Company, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day, if it is determined by the doctor that the employee is unable to return. An employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workers' Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

ARTICLE 32
TEAMSTERS LOCAL 639 EMPLOYERS HEALTH TRUST

The only Agreement between the Employer and Union parties to this Agreement regarding health and welfare benefits for employees covered by this Agreement is as follows:

1. The Employer agrees make the following contributions per hour to the Teamsters Local 639 Employers Health Trust. If there are any future adjustments necessary to maintain the Class 4 benefits, the necessary funding will be taken from the employee's hourly contribution made by the Employer to the Teamsters Local 639 Employees Pension Trust.

08/01/15	08/01/16	08/01/17
$6.95	$6.65	$6.65

(a) For the purpose of this Article, each hour paid (not to exceed a maximum of one hundred sixty (160) hours per month), including hours attributable to show up time and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

(b) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helpers, trainees, and probationary employees.

(c) The payments to the Health Trust required above shall be made to the "Teamsters Local 639 Employers Health Trust", which was established under an Agreement and Declaration of Trust, dated November 18, 1981. The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he/she had actually signed the same.

(d) When an employee is injured on the job, and as a result he receives Workers' Compensation, the Company shall continue to make the contribution for the full time not to exceed twelve months. However, the Company shall make the contributions when an employee is off due to illness other than Workers' Compensation for a period of twelve (12) weeks.

2. The Employer hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration Trust.

3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent accountant audit the payroll, and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Trust.

4. If an Employer fails to make contributions to the Health Trust within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no-strike" clause, which may be provided or set forth elsewhere in this Agreement.

5. The Health Plan adopted by the Trustees of said Health Trust shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Health Trust as a deduction for income tax purposes.

6. In the event the Federal Government enacts a comprehensive national insurance program which affects the cost of the current insurance benefits under this Agreement, the Union and the Company shall meet and negotiate the allocation of the difference in cost (if any) to other insurance coverage, fringe benefits, or wages. It being the intent of this paragraph that the difference in cost shall go to the employee.

7. For the duration of the contract, if premiums decrease, the difference would be distributed to the Teamsters Local 639 Employers Pension Trust. This adjustment would be made on an annual basis.

ARTICLE 33
TEAMSTERS LOCAL 639 EMPLOYERS PENSION TRUST

The only Agreement between the Employer and Union parties to this Agreement regarding pension benefits for employees covered by this Agreement is as follows:

1. Commencing with the first day of November, 2011 and for the duration of the Agreement, and any renewals thereof, the Employer agrees to make payments to the Teamsters Local 639 Employers Pension Trust for each employee covered by this Agreement, as follows:

   (a) For each hour or portion thereof (not to exceed a maximum of one hundred and sixty (160) hours per month), for which an employee receives pay, the employer shall make the following contribution per hour to the above-named Trust as follows:

   Effective October 31, 2011 the contribution rate is $5.36 per hour.

(1) Effective Date	(2) FIP Required Increase	(3) Total FIP Rate	(4) Additional Increase	(5) Total Benefit Accrual Rate	(6) Total Contribution Rate
11/1/11	**$.26**	**$5.62**	**$.16**	**$5.52**	**$5.78**
1/1/12	**$.28**	**$5.90**	**0**	**$5.52**	**$6.06**
1/1/13	**$.29**	**$6.19**	**$.01**	**$5.53**	**$6.36**
1/1/14	**$.30**	**$6.49**	**$.01**	**$5.54**	**$6.67**
1/1/15	**$.32**	**$6.81**	**$.05**	**$5.59**	**$7.04**
1/1/16	**$.33**	**$7.14**	**$.10**	**$5.69**	**$7.47**
1/1/17	**$.35**	**$7.49**	**$.05**	**$5.74**	**$7.87**

The above contribution rates meet and/or exceed the criteria and guidelines of the Teamster Local 639 Employers Pension Trust Funding Improvement Plan effective January 1, 2010.

Column 1 shows the effective date of the Funding Improvement Plan (FIP) Required Increase. Consistent with the terms of the FIP, the contribution rate increases shown in columns 2 and 3 shall not count toward benefit accrual, but shall go towards increasing the funding status of Pension Plan.

Additional Increase. In addition to the amount required by the FIP, the Employer hereby agrees to pay an additional pension contribution as shown in columns 4 and 5. These contribution increases shall be included in the benefit accrual calculation.

Column 6 shows the total contribution rate to be paid by the Employer.

(b) For the purpose of this Article, each hour paid for, including hours attributable to show up time, and other hours for which pay is received by the employee in accordance with this Agreement, shall be counted as hours for which contributions are payable.

(c) Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job classification covered by this Agreement. This includes, but is not limited to, apprentices, helper, trainees, and probationary employees.

(d) The payments to the Pension Trust required above shall be made to the "Teamsters Local 639 Employers Pension Trust", which was established under An Agreement and Declaration of Trust, dated November 18, 1981.

The Employer hereby agrees to be bound by and to the said Agreement and Declaration of Trust, as though he had actually signed the same.

(e) When an employee is injured on the job and as a result he receives Workers' Compensation, the Company shall continue to make the contributions for the full time not to exceed twelve (12) months. However, the Company shall make the contributions when an employee is off due to the illness other than Workers' Compensation for a period of six (6) weeks.

2. The Employer hereby irrevocably designates as it's representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve as Employer Trustees, together with their successors. The Employer further agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

3. All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Trust.

4. If an Employer fails to make contributions to the Pension Trust within twenty (20) days after the date required by the Trustees, the Union shall have the right to take whatever steps are necessary to secure compliance with this Agreement, any other provisions hereof to the contrary notwithstanding, and the Employer shall be liable for all costs for collection of the payments due together with attorney's fees and such penalties as may be assessed by the Trustees. The Employer's liability for payment under this Article shall not be subject to or covered by any grievance or arbitration procedure or any "no strike" clause, which may be provided or set forth elsewhere in this Agreement.

5. The Pension Plan adopted by the Trust of said Pension Trust shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the Pension as a deduction for income tax purposes. The Union shall furnish the Employer with the IRS determination with respect to the qualified status of the Pension Trust Order Section 401, of the Internal Revenue Code and will promptly notify the employer of any change on said status. The Employer's agreement to contribute to the Pension Trust is expressly conditioned on the qualified status of the Trust.

6. In the event of an increase in premiums for Teamsters Local 639 Employers Health Trust, an adjustment may be made to the Teamsters Local 639 Employers Pension Trust.

7. **Union members will be allowed to participate in the Company's 401K Salary Deferral Plan effective April 1st, 2005. Employees may elect to defer from 2% to 100% of their salary up to the IRS *annual* maximum. This is a salary deferral plan only that is not subject to a Company match and is completely voluntary.**

ARTICLE 34-A
PASSENGERS

No driver shall allow anyone, other than employees of the Employer, who are on duty, to ride in his truck, except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment, or an Act of God. This shall not prohibit drivers from picking up other drivers, helpers or others in wrecked or broken down motor equipment, and transporting them to the first available point of communication, repair, lodging or available medical attention.

ARTICLE 34-B
EMPLOYEE'S BAIL

Section 34.0-B – Employee's Bail

Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his/her regular rate of pay. In addition said employee shall be entitled to reimbursement for his/her meals, transportation, court costs, etc. Provided however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a Company witness, he/she shall be reimbursed for all time lost and expenses incurred.

Section 34.1-B – Suspension of Revocation of License

In the event an employee shall suffer a suspension or revocation of his chauffeur's license because of a succession of size and weight penalties, caused by the employee complying with his Employer's instructions, the Employer shall provide employment for such employee at no less than his/her regular earnings at the time of such suspension, for the entire period thereof subject however, to the seniority and layoff provisions applicable to the employee at the time of such suspension.

ARTICLE 34-C
COST, BONDS, COUNSEL, ETC.

When an employee is required to appear in court as a Company witness for the purpose of testifying because of any accident he/she may have been involved in while in the Employer's service during working hours, such employee shall be reimbursed in full by the Employer for all

earning opportunity lost because of such appearance. The Employer shall furnish employees who are involved in accidents during working hours with bail bond and legal counsel and shall pay in full for same. Said bail bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This Section shall not apply to employees who are found guilty of drunken driving when involved in an accident during work hours.

The Employer shall assume all responsibility for all court costs, legal fees, and bail bond fees, for any employee who is involved in any accident during working hours and shall assume all responsibility for all judgments and awards against an employee who is involved in accidents during working hours, which result through court action against said employee, except for accidents involving criminal negligence or in which the employee is found to have been guilty of drunken driving during working hours.

It is the employer's policy that no employee shall be required to use their personal vehicle while in the employ of the employer. However, should a circumstance arise when an employee is requested to use their personal vehicle, the Company will reimburse mileage and wear and tear based upon the annual Internal Revenue Service (IRS) standard reimbursement rate. Except in the case of a bona fide emergency, the Company agrees that it will not be a cause for discipline in the event an employee would decline to use their personal vehicle.

ARTICLE 34-D
DEFECTIVE EQUIPMENT AND DANGEROUS CONDITIONS OF WORK

The Employer shall not require employee to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All equipment; which refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the driver can see the same.

Under no circumstances will an employee be required to engage in any activity involving dangerous conditions or work or danger to person or property or in violation of any applicable statue or court order, or in violation of a government regulation relating to safety of person or equipment. **It shall not be a violation of this Agreement, or cause for disciplinary action, where employees refuse to operate equipment or a vehicle when such operation constitutes a violation of any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health, or because of the employee's reasonable apprehension of serious injury to himself/herself or the public due to the unsafe conditions as set out in any state or federal rules, regulations, standards or orders applicable to commercial motor vehicle safety or health to include Part 392.14 of the Federal Motor Carrier Regulations and/or any applicable part of the CSA-2010 Rules and Regulations.**

The term "dangerous conditions of work", does not relate to the type of cargo; which is hauled or handled. **The Company agrees that before any new service or product is offered that affects the Union workforce and involves any potential safety issue, it shall be referred to the Safety Committee as outlined in Article 34 (F)** ***except as underlined above*****.** Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision, shall subject such employee to disciplinary action by to the Employer.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer, he/she shall take the matter up with the officers of the Union who will take the matter up with the Employer. All newly purchased or leased trucks must have steps or other similar device to enable drivers to get in and out of the body.

The Employer shall install heaters and defrosters on all trucks and tractors.

ARTICLE 34-E
DRUG TESTING

The Employer shall have the right to have drug testing performed on a "for cause basis and reasonable suspicion" basis in accordance with the State of Maryland's General Health Code. Employees involved in job related "loss time accidents" and those employees experiencing "unusual and uncharacteristic" behavior patterns are subject to "for cause and reasonable suspicion testing". "Unusual and uncharacteristic" behavior patterns will be identified by at least two Management Representatives. Final approval for drug testing will be at the discretion of the Program Manager.

ARTICLE 34-F
ESTABLISHMENT OF A SAFETY AND HEALTH COMMITTEE

The Company and Union agree that the safety of all employees covered under this agreement is of utmost importance. Accordingly, the Company acknowledges that there is already a comprehensive Health, Safety and Environmental Plan in place which employees may avail themselves of.

The Company and Union agrees that Union participation is both allowed and encouraged. The Company agrees that the Union will be notified when the Health, Safety and Environmental Committee shall conduct meetings no less than Quarterly or more if necessary. The Union will be

allowed to designate up to three (3) bargaining unit members to serve and participate on a union safety committee. The Company will provide management representation to attend the safety meetings and walk-throughs. The Committee will nominate a representative to attend the Health, Safety and Environmental Committee meetings with the designated management Safety Officer. These meetings will take place during regular business hours. It is understood and agreed that employees will be compensated for all time spent in Code 200 Health, Safety and Environmental meetings during the regularly scheduled work day.

Notwithstanding an employee's right to contact any appropriate Federal Agency the company and the union agree that any unresolved safety and health issues that is in the company's power to control shall be reduced to writing and handled in accordance with the applicable grievance/arbitration procedure.

ARTICLE 35
NO STRIKE, NO LOCKOUT

Section 35.0 – The Union and its officials agree that during the life of this Agreement it shall not cause and shall not authorize its members to take part in any strike, walkout, sit down, work stoppage, slowdown, or any curtailment of work or restriction of production or interference with production of the Company. The Company agrees that during the life of this Agreement, it will not lock out the employees.

Section 35.1 – The Employer recognizes these limitations upon the authority to Shop Stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to properly discipline, including discharge, in the event the Shop Steward or any other employee has taken or participated in an unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 36
PROTECTION OF RIGHTS

Section 36.0 – Picket Lines

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a bona fide primary labor dispute, or refuses to go through or work behind any lawfully established primary picket line.

Section 36.1 – Struck Goods

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action, if any employee refuses to perform any services which his/her Employer undertakes to perform as an ally of an Employer or person whose employees are on strike and which service, but such strikes, would be performed by the employees of the Employer or person on strike.

ARTICLE 37
EMERGENCY REOPENING

In the event of war, declaration of emergency or imposition of economic controls during the life of this Agreement, either party may re-open the same upon sixty (60) days written notice, and request re-negotiation of matters dealing with wages and hours. There shall be no limitation of time for such written notice. Upon the failure of the parties to agree in such negotiations, within sixty (60) days thereafter, either party shall be permitted all lawful economic recourse to support its request for revisions. If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 38
DRIVE AUTHORIZATION AND DEDUCTION

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contribution to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

ARTICLE 39
GOVERNMENT FURLOUGH

In the event of a Government furlough, employees that do not work will be compensated as directed by the Government; otherwise it will be considered a layoff. The Government has the right to designate the essential functions that must be performed to protect the interest of the center. When essential employees are required to report to work, he/she will be compensated at his/her regular hourly rate of pay. If employees that did not work during the Government furlough are compensated at his/her regular hourly rate then the essential employees that did work will receive one and one-half their hourly rate. **Employee(s) designated as "essential", who are required to report to work, shall be compensated for at least four (4) hours, or actual time worked, whichever is greater at the appropriate rate (time and one-half) for all hours worked. The difference between hours compensated at time and a half and the full regular eight (8) hour guaranteed workday shall be compensated at his/her regular hourly rate of pay.**

The Company agrees to notify the Local Union Business Representative as soon as practical concerning a Government Furlough and it's effects upon the employee(s) of the Bargaining Unit.

ARTICLE 40
CENTER CLOSURE

In the event the Center is closed by the Government, employees that do not work will be compensated as directed by the Government. The Government and or Management have the right to designate the essential functions that must be performed to protect the interest of the Center. In these cases, the employer will select the most qualified employee(s) irrespective of seniority to ensure mission requirements are satisfied. When essential employees are required to report to work or to remain at work, he/she will be compensated at his/her regular hourly rate of pay. If employees that did not work during the Center Closure are compensated at his/her regular hourly rate then the essential employees that did work will receive one and one-half their hourly rate. **Employee(s) designated as "essential" who are required to report to work shall be compensated for at least four (4) hours, or actual time worked, whichever is greater at the appropriate rate (time and one-half) for all hours worked. The difference between hours compensated at time and a half and the full regular eight (8) hour workday shall be compensated at his/her regular hourly rate of pay.**

ARTICLE 41
ADMINISTRATIVE LEAVE

When the Company elects to grant Administrative Leave coincident with the Government's granting of time off for reasons other than Government Furlough or Center Closure, employees will be compensated with administrative leave to provide for the difference (balance) of the employees normal workday guarantee. The Government and/or Management have the right to designate the essential functions that must be performed to protect the interest of the Center. Those employee(s) who would be deemed essential to the operation shall be paid at the rate of time and one-half (1&1/2) for the balance of their workday. Essential employees would be required to work until effectively released from duty by Management or predetermined directive. In the event the employee should complete their essential job function prior to the end of their normal workday, their remaining hours shall be compensated with administrative leave such that they receive their normal guaranteed workday.

ARTICLE 42
DURATION OF CONTRACT

This Agreement shall become effective as of the first day of November 2014, and shall remain and continue in full force and effect for three (3) years until midnight on October 31, 2017. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to modify, cancel, or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the aforementioned expiration date, or at least sixty (60) days prior to the annual expiration date of any subsequent year thereafter.

IN WITNESS WHEREOF, the undersigned do duly execute this AGREEMENT and assigns their signatures below.

For Shenandoah Fleet Services

19 January 2015
For Teamsters Local Union # 639

TRAX INTERNATIONAL

October 31, 2008

Letter of Understanding
Article 23, Section 2 (A)

The Parties agree that Seniority employees who are currently employed by the employer must meet the requirements of the Homeland Security Presidential Directive, HSPD 12, as a condition of continued employment. Employees must be allowed access to Goddard Space flight Center in order to remain eligible to be employed. The Company agrees that this provision would only apply to employees who would be denied access to Goddard Space Flight Center. The Company agrees that an employee who has been charged, but not convicted, shall be allowed an unpaid leave of absence with a suspension of all applicable benefits, if applicable, until such time as a final disposition is reached.

Susan Bigbee, Business Manager — Date 10/31/08

Daniel "Buddy" Robson, Jr., Business Representative — Date October 31, 2008

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TRAX INTERNATIONAL

October 16, 2008

MEMORANDUM OF UNDERSTANDING – ARTICLE 24
Uniforms

TRAX International Corporation agrees to provide employees with a selection of safety toe shoes. The Company will form a committee consisting of employees and the employer to choose the selection of the brand and type of shoes that will be made available to employees. On an annual basis, in April, the Company will contract with a shoe vendor to provide safety toed shoes, on site, at Goddard Space Flight Center.

Gregory T. Warner, Executive Vice President — Date 10/16/08

Susan Bigbee, Business Manager — Date 10/16/08

Elizabeth Henry, Personnel Specialist — Date 10/16/08

Daniel Robson, Business Representative — Date 10/16/2008

Larry Diggs, Steward — Date 10/16/08

Ronnie Griffith, Alternate Steward — Date 10/16/08

Keith McNair, Member, Negotiating Committee — Date 10/16/08

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October 16, 2008

MEMORANDUM TO THE AGREEMENT – ARTICLE 34A
Authorization to Allow Passengers on Trucks

TRAX International Corporation hereby grants a waiver from the provisions in Article 34 – A, PASSENGERS that prohibit TRAX employees from allowing non-TRAX personnel to ride on work trucks.

This waiver is only applicable to work performed on-site by Project Support personnel. It shall only apply when personnel are transporting unique one of a kind space flight hardware and equipment. TRAX grants authorization for Project Support Team members to allow customers of the project, or quality control personnel, to accompany the transport of their asset to the intended destination.

This waiver is effective beginning October 16, 2008 and will remain in full force and effect until revoked in writing by either party with thirty days notice.

Gregory T. Warner, Executive Vice President — Date: 10/16/08

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(Letter of Understanding-New)

APPENDIX A

CLASSIFICATION AND RATES OF PAY

Classifications	1-Nov-14	1-Nov-15	1-Nov-16
Vehicle Equipment Mechanic	**$27.20**	**$28.05**	**$28.95**
	($.70)	($.85)	($.90)

APPENDIX B

Group Leaders – Added Duties of a Group Leader:
Definition: Assists supervisor in the planning, working and laying out of new work. Responsible for instructing and directing a group of employees in the work process. Monitors and enforces safety rules and regulations. Assist supervisor in the flow of work and maintains production records. Schedules employees time off. Requisitions and orders supplies under the direction of the supervisor. Assist supervisor in orienting new employees, conducts training. Participates in team and management meetings. May ask to replace supervisor temporarily in the event of absence. Report deficiencies in production and failure to maintain work flow to supervisor.

Employees assigned to a group leader position with the bargaining unit shall receive a premium of fifteen percent (15%) of the applicable base rate as long as he is assigned the added duties as indicated above.

Satellite Site Premium:
An additional sixty-five cents ($.65) per hour shall be paid to an employee who is permanently and singularly assigned to a remote location.

Shift Premium:
An additional **seventy-five cents ($.75)** per hour shall be paid to those employees who are working second shift. An additional **eighty-five cents ($.85)** per hour shall be paid to those employees who are working third shift.

EEE Parts Premium:
An additional one dollar and five cents ($1.05) per hour shall be paid to an employee who is permanently tasked with EEE parts. Cross training will be implemented to interested senior employees for future vacancies.

Cryogenics Premium
Employees performing the job duties associated with the handling of cryogenics, gases and liquids will receive a fifty-cents ($.50) per hour premium.

Hazardous Materials Premium
Employees performing the job duties associated with the handling of any hazardous materials will receive a fifty-cents ($.50) per hour premium.

X-Ray Premium
Employees operating the X-Ray machines will receive a premium of fifty-cents ($.50) per hour. The employees must possess the proper certification from the Company. Management will cross train interested eligible receiving section personnel to operate the X-Ray equipment.

XRF Machine Premium

Employees operating the XRF machines will receive a premium of fifty-cents ($.50) per hour. The employees must possess the proper certification from the Company. Management will cross train interested eligible receiving section personnel to operate the XRF equipment.

Compensation for Training Travel Time:

Employees who are afforded the opportunity or who are required to be trained shall be compensated as noted herein for the time spent traveling (to and from the training site) which exceeds their normal travel time to work. Based on distance traveled as follows:

Less than fifteen (15) miles, ½ hour at straight time (regular rate of pay). Fifteen (15) miles or more, one (1) hour at straight time.

Project Support Premium: Projects requiring rigging skills or Instrumentation skills for the movement of Space Flight Hardware material will receive a twelve (12%) percent premium; an employee tasked to act in the Capacity of Lead during Project Support efforts will receive a fifteen percent (15.0%) premium and Projects requiring Instrumentation/Calibration support skills will receive a fifteen (15.0%) percent premium for hours worked applied to the applicable classification wage. To receive this premium, employees must possess the qualifications required to perform rigging and Instrumentation and handle Space Flight Hardware special payload. The employees that are currently performing the instrumentation task will be grand-fathered in to continue to support these projects. For project support that requires travel offsite from GSFC, all participating employees will receive a twelve (12%) percent premium applied to the applicable classification wage.

The Company agrees that employees who are required to travel in the service of the employer should not pay for any costs associated with that travel except personal incidentals. In the event of an unforeseen incident when an emergency beyond the Company's control arises, the Company will make all reasonable efforts to ensure that employees are not required to use their personal funds including but not limited to providing funds by wire or overnight express delivery. Employee(s) shall properly account for and remit receipts for all travel expenses.

When employees travel outside of the CONUS area the Company will provide a contingency advance, in the form of traveler's checks, for their use in the event of unforeseen delays or extensions in travel time.

APPENDIX C

In the event that a position not covered by this Agreement becomes available and a qualified mailroom person applies for and is awarded the position, the Company will buyout the unearned pension accrual to the point of minimal vesting requirements as contained in the current Collective Bargaining Agreement. This covers only current mailroom employees.

February 6, 2015

Letter of Understanding
Hazardous Materials Premium

The Parties agree that certain jobs will require the handling of materials that are considered hazardous as defined under the Occupational Health & Safety Act Hazardous Communication Program in addition to the guidelines of the Federal Motor Carrier Safety Administration. In order to effectuate and streamline the applicability of the "Hazardous Materials Premium" the following guidelines shall apply.

1. The Receiving Department shall be eligible for the premium for all time spent actually receiving, unloading, inspecting, segregating, tagging and preparing for pickup/delivery.
2. The Packing and Crating Department shall be eligible for the premium for all time spent preparing for shipment and or pickup any/all hazardous materials that is accompanied by the required proper paperwork in accordance with OSHA/FMCSA Rules and Regulations.
3. The Transportation Department shall be eligible for the premium for all time spent transporting (pickup/delivery) hazardous materials in compliance with OSHA/FMCSA Rules and Regulations.
4. The Parties agree that Cryogenics Department is covered under a separate Premium and that that there shall be no "piggybacking" of the premium as described herein.

TRAX International Inc.

2/10/2015
Teamsters Local Union # 639

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