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JOINT AREA CARTAGE AGREEMENT COVERING LOCAL CARTAGE EMPLOYEES OF ROAD CARRIERS (MOTOR CARRIER LABOR ADVISORY COUNCIL) AND (CHICAGO REGIONAL TRUCKING ASSOCIATION)

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LOCAL 705, I. B. of T.

An Affiliate of the
International Brotherhood of Teamsters, AFL-CIO

Effective Dates:
APRIL 1, 2003 TO MARCH 31, 2008

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JOINT AREA CARTAGE AGREEMENT
COVERING LOCAL CARTAGE EMPLOYEES
OF ROAD CARRIERS
(MOTOR CARRIER LABOR ADVISORY COUNCIL)
(CHICAGO REGIONAL TRUCKING ASSOCIATION)
for the period of
APRIL 1, 2003 to MARCH 31, 2008

The _____

(Company or Association)

hereinafter referred to as the "EMPLOYER," and LOCAL UNION NO. 705, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, AFL-CIO, agree to be bound by the terms and conditions of this Agreement.

ARTICLE 1
PARTIES TO THE AGREEMENT AND ITS SCOPE

Employers Covered
Section 1. The Employer consists of Associations, members of Associations who have given their authorization to the Associations to execute this Agreement, members of Associations who have not given such authorization, and individual Employers who become signatory to this Agreement.

Unions Covered
Section 2. The Union consists of Local Union No. 705, Chicago, IL.

Transfer of Company, Title or Interest

Section 3. The Employer's obligations under this Agreement shall be binding upon its successors, administrators, executors and assigns. The Employer agrees that the obligations of this Agreement shall be included in the agreement of sale, transfer or assignment of the business. In the event an entire active or inactive operation, or a portion thereof, or rights only, are sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceedings, such operation or use of such rights shall continue to be subject to the terms and conditions of this Agreement for the life thereof. Transactions covered by this provision include stock sales or exchanges, mergers, consolidations, spin-offs or any other method by which a business is transferred.

It is understood by this Section that the signator Employer shall not sell, lease or transfer such run or runs or rights to a third party to evade this Agreement. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union and to the Employees covered for all damages sustained as a result of such failure to require the assumption of the terms of this Agreement until its expiration date, but shall not be liable after the purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement. The obligations set forth above shall not apply in the event of the sale, lease or transfer of a portion of the rights comprising less than all of the signator Employer's rights to a non-signator company unless the purpose is to evade this Agreement. Corporate reorganizations by a signatory Employer, occurring during the term of this Agreement, shall not relieve the signatory Employer or the re-organized employer of the obligations of this Agreement during its term.

The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, or other entity involved in the sale, merger, consolidation, acquisition, transfer, spin-off, lease or other transaction by which the operation covered by this Agreement or any part thereof, including rights only, may be transferred. Such notice shall be in writing with a copy to the Local Union, at the time the seller, transferor, or lessor makes the purchase and sale negotiation known to the public or executes a contract or transaction as herein described, whichever first occurs. The Local Union shall also be advised of the exact nature of the transaction, not including financial details.

The term rights shall include routes and runs.

When a signator to this Agreement purchases rights from another signator, the provisions of Article 8 (Seniority). including applicable layoff provisions, of this Agreement shall apply.

Agreement

Section 4. The execution of this Agreement on the part of the Employer shall apply to all local cartage operations of the Employer which are covered by this Agreement, and shall have application to the work performed within the classifications defined and set forth herein.

Single Bargaining Unit

Section 5. The Employees covered under this Agreement shall constitute one bargaining unit. It is understood that the execution and printing of this Agreement in separate Agreements is for convenience only and is not intended to create separate bargaining units. This Agreement covering local cartage operations has resulted from joint collective bargaining negotiations as to common problems and interests in respect to basic terms and

conditions of employment, and this Agreement covers a single bargaining unit for the purposes of collective bargaining. Accordingly, the Associations and Employers which are parties to this Agreement acknowledge that they are part of a multi-Employer collective bargaining unit which is comprised of the Associations and those of their members which have or will authorize such Associations to represent them for the purpose of collective bargaining, and such other individual Employers which have or may singly become parties to this Agreement.

ARTICLE 2
RECOGNITION, UNION SHOP AND CHECK-OFF

Recognition

Section 1. (a) The Employer recognizes and acknowledges that the Union is the exclusive representative of all Employees in the classifications of work covered by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Act.

This provision shall apply to all present and subsequently acquired operations and terminals of the Employer. This provision shall not apply to wholly-owned and wholly independently operated subsidiaries which are not under contract with the Union. "Wholly independently operated" means, among other things, that there shall be no interchange of freight, equipment or personnel, or common use, in whole or in part, of equipment, terminals, property, personnel, or state or ICC rights.

The exception set forth above shall not apply to accretions to the collective bargaining unit.

The provisions of this Agreement shall apply to all accretions to the bargaining unit including, but not limited to, newly established or acquired terminals, consolidations of terminals, etc.

Notwithstanding the foregoing paragraphs, the provisions of this Agreement shall be applied, without evidence of Union representation of the employees involved, to all subsequent additions to, and extensions of, current operations which adjoin and are controlled and utilized as a part of such current operation, and newly established terminals and consolidations of terminals which are controlled and utilized as a part of such current operation. The provisions of Article 13 (Subcontracting) shall apply to this paragraph.

(b) 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 as a condition of employment. Union membership, for purposes of this Agreement, is required only to the Extent that employees must pay either (I) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the portion of the Union's total expenditures that support representational activities. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members 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 date of this Agreement, whichever is the later. An Employee who has failed to acquire or thereafter maintain membership in the Union as herein provided

shall be terminated seventy-two (72) hours after his/her Employer has received written notice from an authorized representative of the Union certifying that membership has been and is continuing to be offered to such Employee on the same basis as all other members, and, further, that the Employee has had notice and opportunity to make all dues payments. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.

For purposes of this Article "present Employees" and "Employees who are hired hereafter" shall include "replacement Employees" as defined in Article 2, Section 3 and "supplemental Employees" as defined in Article 2, Section 4. Such replacement/supplemental Employees will be required to join the Union on or after the 31st day following their first day of employment for any Employer signatory to this Agreement.

(c) When the Employer needs additional Employees he shall give the Union equal opportunity with all other sources to provide suitable applicants, except in the case of replacements where the Employer shall give the Union first opportunity, but the Employer shall not be required to hire those referred by the Union. The names and addresses of all Employees shall be sent to the Union within twenty four (24) hours after their hiring.

(d) 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 be first met. If any agency shop clause is permissible in any state where the provisions of this Article relating to the Union Shop cannot apply, the following Agency Clause shall prevail:

(1) Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an Employee as regards such matters.

(2) Membership in the Union is separate, apart and distinct from the assumption by one of his/her equal obligation to the extent that his/her receives equal benefits. The Union is required under this Agreement to represent all of the Employees in the bargaining unit fairly and equally without regard to whether or not an Employee is a member of the Union. The terms of this Agreement have been made for all Employees in the bargaining unit and not only for members in this Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the Employees in the bargaining unit. Accordingly, it is fair that each Employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(3) In accordance with the policy set forth under subparagraphs (1) and (2) of this Section all Employees shall, as a condition of continued employment, pay to the Union, the Employee's exclusive collective bargaining representative, an amount of money equal to that paid by other Employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For present Employees, such payments shall commence thirty-one

(31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new Employees, the payment shall start thirty-one (31) days following the date of employment.

(e) If any provision of this Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, either party shall be permitted all legal or economic recourse.
the statement of certification of the member and remit to the Union. Where laws require written authorization by the Employee, the same is to be furnished in the form required. All monies required to be checked off shall become the property of the entities for which it was intended at the time that such check-off is required to be made. All monies required to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or check-off is required to be made.

(f) In those instances where subsection (b) hereof may not be validly applied, the Employer agrees to recommend to all Employees that they become members of the Union and maintain such membership during the life of this Agreement, to refer new Employees to the Union representative and to recommend to delinquent members that they pay their dues since they are receiving the benefits of this Agreement.

(g) To the extent such amendments may become permissible under applicable federal and state law during the life of this Agreement as a result of legislative, administrative or judicial determination, all of the provisions of this Article shall be automatically amended

to embody the greater Union security provisions or to apply or become effective in situations not now permitted by law.

(h) Nothing contained in this section shall be construed so as to require the Employer to violate any applicable law.

Probationary Employees

Section 2. A probationary Employee shall work under the provisions of this Agreement, but shall be employed on a thirty (30) calendar day trial basis. During the probationary period, the Employee may be terminated without further recourse; provided, however, that the Employer may not terminate the Employee for the purpose of evading the Agreement or discriminating against Union members. A probationary Employee who is terminated by the Employer during the probationary period and is then worked again at any time during the next full twelve (12) months at any of that Employer's locations within the jurisdiction of the Local Union covering the terminal where he/she first worked, except if the Local Union maintains a hiring hall or referral system, shall be added to the regular seniority list with a seniority date as of the date that person is subsequently worked.

Replacement Employees

Section 3. (a) The Employer will maintain a list of replacement/supplemental Employees ranked in relative order.

(b) A replacement Employee is defined as an Employee who may be utilized by an Employer to replace regular employees when such regular employees are off due to illness, vacations or any other absence. However, it is understood and agreed that days worked by replacement Employees to replace a regular employee who is absent from work for a known extended illness in excess of a ninety (90) day period shall not be considered as replacement

days for those days worked in excess of such ninety (90) days.

(c) Replacement Employees will be called to work as a replacement in the order he/she appears on the Employer's replacement/supplemental Employee list.

(d) Each replacement/supplemental Employee shall have access to the grievance procedure on and after the thirty first (31st) day following the first day he/she works on and after April 1, 2003. The date applicable to Employees having worked prior to ratification shall be April 1, 1998.

(e) The Employer is not considered to have supplemented its work force on a day where the increase in Employees called to work is due to an "Act of God" such as unusual weather-related delays in incoming truck or train traffic.

(f) The Employer is required to make daily Health & Welfare and Pension Fund contributions for each day worked by a replacement/supplemental Employee with a maximum of five (5) days contributions in any one (1) calendar week.

A replacement Employee who is placed on the seniority list shall not be required to serve a probationary period unless he/she has not worked thirty-one (31) days for the Employer, in which case such Employee shall be a probationary Employee only for the calendar days remaining to reach thirty-one (31) days.

Supplemental Employees

Section 4. A Supplemental Employee may be used by an Employer to supplement the work force but cannot be used to deprive regular Employees of premium day work.

When an Employer supplements the work force thirty (30) accumulative days within a ninety (90) calendar day period, such Employer shall be required to add one (1) probationary Employee to the seniority list from among those that have worked during the qualifying period for each occurrence, and such probationary Employee to be added shall be designated no later than the beginning of the next payroll period.

The thirty (30) accumulative days in a ninety (90) calendar day formula shall apply with regard to additions to the work force; when the formula is triggered the work force shall be increased.

When and if a Preferential Hiring List is provided; the Preferential Hiring List shall likewise be increased so as to maintain the agreed to maximum five percent (5%) of the work force with a minimum of one (1).

Replacement/supplemental Employees must be available for call; any unreasonable failure to be available may result in removal from the replacement/supplemental Employee list. Replacement/supplemental Employees on the replacement/supplemental Employee list shall also be subject to the disciplinary provisions of the labor agreement. Employees on the replacement/supplemental Employee list shall have full access to the Grievance Procedure.

A monthly list of all extra (e.g. laid-off, supplemental, replacement and/or probationary) employees used during that month shall be submitted to the Union by the tenth (10th) day of the following month. Such list shall show:

1. The Employees name, address, and social security number;
2. The dates worked;

3. The classification of work performed each day, and the hours worked;
4. The name, if applicable, of the employee replaced.

The list shall be compiled on a daily basis, and shall be available for inspection by a Union Representative.

Check-Off

Section 5 (a). The Employer agrees to deduct from the pay of all Employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union having jurisdiction over such Employees and the Employer shall deduct such amount within two (2) weeks following receipt of the statement of certification of the member and remit to the Union. Where laws require written authorization by the Employee, the same is to be furnished in the form required. All monies required to be checked off shall become the property of the entities for which it was intended at the time that such check-off is required to be made. All monies required to be checked off and paid over to other entities under this Agreement shall become the property of those entities for which it was intended at the time that such payment or check-off is required to be made.

When the Employer institutes an electronic funds transfer (EFT) system, the Employee shall have the option of participating.

(b) D.R.I.V.E. The Employer agrees to deduct from the paycheck of all Employees covered by this Agreement voluntary contributions 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 that 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.

(c) Teamsters 401 (k) Plan

When written authorization is given by the employees, the Employer agrees to deduct from the pay of such employees money for deposit in the Teamsters' National 401(k) Plan, if on the date of execution of this Agreement the Employer does not have its own existing 401(k) Plan.

Should a company 401(k) plan provide for employer contributions, the Union may elect to choose such plan in lieu of the Teamsters 401(k) plan.

Replacement Employment

Section 6(a). The Employer agrees to give first opportunity for work as a replacement Employee to those Employees on letter of lay-off from an Employer member of the MCLAC/CRTA multi-employer unit. This obligation shall apply only at terminals located within the jurisdiction of Local Union 705. The Local Union will furnish each Employer with the names, addresses, and telephone numbers of those laid off Employees interested in replacement work opportunity and the job each Employee is qualified to perform. Where applicable, replacement employment may not be offered to laid off employees under this provision ahead of preferential replacements nor shall this provision supersede an

established order of call contained in this Agreement.

Regular Employment

Section 6(b). The Employer agrees to offer regular employment to those Employees on letter of lay-off from an Employer member of the MCLAC/CRTA or TMI multi-employer unit at other terminals located within the jurisdiction of Local Union 705 who have made application for regular employment at the terminal offering regular employment in accordance with the following order, unless an agreed to practice provides an order of call other than as follows, then such other order of call shall supersede the following:

1. Preferential replacement/supplemental where applicable.
2. Employees of the Employer, on a seniority basis.
3. Employees of other MCLAC/CRTA or TMI Employer members based on the date such Employees made application.

Employees who accrue seniority under this provision who are on lay-off from another Employer shall retain their seniority at the Employer he/she is laid off from until such time as recalled to that Employer. In such cases, the employee must either accept recall and forfeit seniority with the new Employer or refuse recall and forfeit seniority at the Employer is being recalled to.

In order to be eligible for either replacement or regular employment opportunity under this provision, the laid-off employee must meet the minimum hiring standards established by the employer and be otherwise qualified to perform the work available and must be able to report for work in compliance with the employer's established call-time procedures. The employer's hiring standards and examinations shall be applied uniformly to all applicants for employment. The employer shall provide the hiring

standards and examinations upon written request of the Local Union. Employees who are offered work opportunity under this provision shall be able to furnish proof of their qualification to perform the work available.

Any employment examination for applicant must test skills or physical abilities necessary for performance of the work in the job classification in which the applicant will be employed. Violations of this subsection shall be subject to the grievance procedure.

ARTICLE 3
WAGE SCALE

Rates

Section 1. (a) Effective April 1, 2003, and continuing in full force and effect through March 31, 2004:

	Straight Time Rate	Time and One-Half Rate	Double Time Rate	Minimum Weekly Guarantee
Helpers	$20.68	$31.02	$41.36	$827.20
Drivers	$21.06	$31.59	$42.12	$842.40

Effective April 1, 2004, and continuing in full force and effect through March 31, 2005:

	Straight Time Rate	Time and One-Half Rate	Double Time Rate	Minimum Weekly Guarantee
Helpers	$21.08	$31.62	$42.16	$843.20
Drivers	$21.46	$32.19	$42.92	$858.40

Effective April 1, 2005, and continuing in full force and effect through March 31, 2006:

	Straight Time Rate	Time and One-Half Rate	Double Time Rate	Minimum Weekly Guarantee
Helpers	$21.48	$32.22	$42.96	$859.20
Drivers	$21.86	$32.79	$43.72	$874.40

Effective April 1, 2006, and continuing in full force and effect through March 31, 2007:

	Straight Time Rate	Time and One-Half Rate	Double Time Rate	Minimum Weekly Guarantee
Helpers	$21.93	$32.90	$43.86	$877.20
Drivers	$22.31	$33.46	$44.62	$892.40

Effective April 1, 2007, and continuing in full force and effect through March 31, 2008:

	Straight Time Rate	Time and One-Half Rate	Double Time Rate	Minimum Weekly Guarantee
Helpers	$22.43	$33.65	$44.86	$897.20
Drivers	$22.81	$34.21	$45.62	$912.40

(b) Entry Rates (New Hires)-Effective April 1, 2003, all regular employees hired on or after that date and all employees who are currently in progression shall receive the following rates of pay:

Effective first (1st) day of employment
75% of the current rate.
Effective first (1st) anniversary date of employment
80% of the current rate.
Effective eighteen (18) month date from first (1st) date of employment
90% of the current rate.
Effective second (2nd) anniversary date of employment
100% of the current rate

The term "current rate" is the applicable hourly rate of pay for the job classification including all wage and guaranteed cost-of-living adjustments payable under this Agreement.

(c) Replacement/Supplemental Employees

Replacement/Supplemental Employees shall be paid at eighty-five percent (85%) of the current rate for the term of the agreement.

Once a replacement/supplemental Employee is added to the seniority list, he/she shall not suffer a reduction in wages.

When a replacement/supplemental is added to the seniority list, he/she will be placed in the wage progression based on the 1st day worked for the employer; however, the employees' seniority date will be the date added to the seniority list.

Cost-of-Living

Section 2. All regular employees shall be covered by the provisions of a cost-of-living allowance as set forth in this Article.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for

Urban Wage Earners and Clerical Workers", CPI-W (Revised Series Using 1982-84 Expenditure Patterns), All Items (1982-84=100), published by the Bureau of Labor Statistics, U.S. Department of Labor and referred to herein as the "Index".

Effective April 1, 2004, and every April 1 thereafter during the life of the Agreement, a cost of living allowance will be calculated on the basis of the difference between the Index for January, 2003 (published February 2003) and the Index for January, 2004 (published February 2004) with a similar calculation for every year thereafter as follows:

> For every 0.2 point increase in the Index, over and above the base (prior year's) Index plus 3.0% there will be a 1 cent increase in the hourly wage rates payable on April 1,2004, and every April 1 thereafter. These increases shall only be payable if they equal a minimum of five cents ($0.05) in a year.

All cost of living allowances paid under this agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost of living adjustment that is required will be made at the beginning of the first (1st) pay period after the receipt of the Index.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been

revised or discontinued, then the employer and the Union will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an arbitrator for determination. The arbitrator's decision shall be final and binding.

Night-Shift

Section 3. Employees assigned to work between 5:00 p.m. and 12:00 midnight shall receive an additional twenty cents ($0.20) per hour over the day rate.

Employees Called After Midnight

Section 4. Day shift Employees called or put to work after 12:00 midnight must be guaranteed continuous employment or the equivalent in pay until the commencement of their day shift at time and one-half in addition to being guaranteed their regular day shift pay for the next succeeding eight (8) hours.

Overtime

Section 5. (a) Time and one-half shall be paid for all work performed by an Employee before and after his/her regular scheduled work day. Time and one-half rate shall be paid after eight (8) hours in one day and after forty (40) hours in any one (1) week, except as otherwise provided in Article 4 (Hours), but overtime shall not be paid twice for the same hours worked. Overtime for all Employees shall be pro-rated on a minute basis for all overtime worked.

(b) The Union reserves the right to file a grievance against any Employer who consistently insists that an Employee work ten (10) or more hours in one day.

Saturdays and Sundays
Section 6. Time and one-half rate shall be paid for Saturday work and double time shall be paid for work performed on Sundays.

Holidays
Section 7. Holidays shall be governed by the rates hereinafter set forth in Article 6 (Holidays).

Weekly Pay Day
Section 8. (a) All Employees covered by this Agreement shall be paid in full each week. Not more than five (5) day's pay may be held back but then only by an Employer who presently adheres to such program. Each Employee on pay day shall be provided with an itemized statement of gross earnings and all deductions for any purpose.

(b) (1) Employees shall be paid in full when laid off or discharged. Upon discharge the Employer shall pay earned wages due to the Employee during the first payroll department working day following the date of discharge. Vacation pay for which the discharged Employee is qualified shall be paid no later than the first day following final determination of the discharge.

(2) Upon a permanent terminal closing and/or cessation of operations, the Employer shall pay all money due to the Employee during the first payroll department working day following the date of the terminal closing and/or cessation of operations.

(3) Failure to comply shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay. Upon quitting, the Employer shall pay all money due to the Employee on the next regular payday for the week in which the resignation occurs.

Lost Time and Bail Bond

Section 9. (a) Employees shall be paid for all time lost because of any violation of law, ordinance, or regulations which occurs through no fault of the Employee.

(b) Employees shall be bailed out of jail by the Employer 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, he/she 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 an Employer witness he/she shall be reimbursed for all time lost and expenses incurred.

New-Type Equipment

Section 10. (a) This Agreement may be reopened by the Union upon thirty (30) days' notice in writing to the Employer for the purpose of negotiations for Employees engaged in operations which combine with or are part of other methods of transportation such as, but not limited to, piggy-back, birdy-back, fishy-back, barge, etc., where new types of equipment and/or operations for which rates of pay are not established by this Agreement and have been or are put into effect after April 1, 2003 within operations covered by this Agreement. The rates governing such operation shall then be negotiated between the parties hereto. Rates agreed upon shall be effective as hereinafter provided. Such new hourly rate shall not be less than the tonnage rate contained in this Agreement (unless otherwise agreed by the parties) and shall be paid pending the outcome of negotiations, but when such negotiations are concluded then the new rate shall thenceforth be paid and adjustments shall be made retroactively to the date of the

Union's notice to reopen, as hereinbefore set forth.

(b) Whenever the Employer adopts or uses new methods of operation or new types of equipment resulting from technological developments and which are not specifically covered by this Agreement (and which may in any way affect or replace the equipment covered by this Agreement) then the operation of such new equipment and methods shall be performed by Employees covered by this Agreement and the wage scale and negotiations therefore shall in all respects be governed by the provisions hereinbefore set forth in this Section. "New types of equipment" shall include double bottom trucks, new width or length of equipment.

(c) If the parties are unable to agree upon such matters within thirty (30) days from the opening of negotiations, then the Union may engage in lawful economic recourse in support of its demands.

Equipment Size

Section 11. Where the Employer has equipment in its garage paying different rates of pay and Employees are required to drive such different equipment on the same day, including twin trailer operations to and from a single customer location, then the highest rate of pay applicable to the equipment driven that day will govern the rate of pay for that day. For twin trailer operations, the Employee shall receive an additional twenty-five cents ($0.25) per hour over the base rate. The Employer shall maintain records of pickups and deliveries by twin trailers, including names and addresses, which shall be furnished to the Union at its request.

Funeral Leave

Section 12. An Employee shall be paid up to three (3) days for

compensable time lost, on the basis of eight (8) hours per day at straight time, on account of death in the immediate family, which for the purpose of this Section shall include the father, mother, spouse, children, brother and sister of the Employee. An Employee shall be paid one (1) day for compensable time lost, on the basis of eight (8) hours at straight time, on account of death of a mother-in-law or father-in-law.

ARTICLE 4
HOURS

Shifts

Section 1. (a) The straight time work week shall consist of five (5) days, Monday through Friday, inclusive, of eight (8) continuous hours each, starting on the hour between 5:00 a.m. and 3:00 p.m., and additionally on the half hour between 6:00 a.m. and 9:00 a.m. for the day shift (which will remain in effect for the work week) and on the hour between 5:00 p.m. to 12:00 midnight for the night shift. All Employees shall be paid time and one-half their straight time hourly rate for all work performed before the scheduled day shift starting time and after the scheduled eight (8) continuous hours, Monday through Friday, inclusive. Employer and appropriate Union will agree upon not more than three (3) additional shifts with starting times between 12:00 midnight and 5:00 a.m., Monday through Friday.

(b) If an Employee is called to work after the start of the regularly scheduled shift, he/she shall be paid computed on the basis of the time his/her regular scheduled shift commenced on any day including Saturday and Sunday.

(c) Upon proper notice by the Employer to the Union, a flexible work week operation consisting of five (5) consecutive days may

be established in a Break Bulk terminal with seven (7) day operations utilizing drivers to shuttle from company terminal to company terminal or from company terminal to railhead, but not to peddle.

(d) Hours-The Employer and the Union, by mutual agreement, may establish a four (4) consecutive day work week with a daily ten (10) hour guarantee by approval of the regular Employees affected.

(e) All ten percent (10%) employees called in to work shall be given at least a two (2) hour notice prior to his/her scheduled start time to report to work. Such ten percent (10%) employee shall have a minimum of eight (8) hours uninterrupted rest prior to being called back to work.

Saturday Shift

Section 2. Saturday day shift shall start on the hour between 6:00 a.m. and 9:00 a.m.

Night Shift

Section 3. The night shift schedule must be posted on or before Friday of the week before it becomes effective. There shall be no increase in the present number of night shift Employees without renegotiating this Agreement for such Employees.

Meal Period

Section 4. The meal period shall be one (1) hour, which shall be taken between the third and sixth hours of the scheduled shift. With the consent of the Employer and by majority vote of the Employees at the individual garage, the meal period may be one-half hour with overtime to be paid after seven and one-half (7&1/2) continuous hours from starting time for the day shift and

after eight (8) hours worked for night shift Employees. The Employer shall not deviate from the meal period selected or request an Employee to take a lesser meal period.

Sunday Shift
Section 5. Day shift for Employees employed on Sunday shall begin on the hour between 6:00 a.m. and 9:00 a.m. and the night shift shall begin at 5:00 p.m.

ARTICLE 5
GUARANTEES

Daily and Saturdays
Section 1. (a) Employees shall be guaranteed not less than eight (8) continuous hours of work or full equivalent in pay in any one day when called or put to work with the exception of Saturday when a minimum daily guarantee of four (4) hours shall prevail at Saturday rates.

(b) Daily guarantee does not apply when the Employer has not directly or indirectly caused an inability to work; such as fire, destruction, quarantine, evacuation, weather, or other Acts of God or man beyond the Employer's control which cause a stoppage of the Employer's operations either partial or full.

Sunday
Section 2. Employees called or put to work on Sunday shall be guaranteed not less than eight (8) continuous hours of work or the full equivalent in pay at Sunday rates, subject to the conditions of Article 4 (Hours), Sections 1 and 5.

Employees who need additional medical and/or physical therapy, may go for such treatments during scheduled hours for modified

work whenever practical and reasonable.

Weekly

Section 3. (a) The first ninety percent (90%) by seniority, of Employees called or put to work during any day of the regular work week (Monday through Friday) shall be guaranteed forty (40) straight time hours of work or the full equivalent of pay for such regular work week, but the Employer shall be exempt from such weekly guarantee if (1) an Employee at his/her own initiative takes off a regularly scheduled work day during such work week, or is laid off, or discharged for just cause, or (2) the Employer has not directly or indirectly caused a work stoppage, such as fire, destruction or emergency, which as a proximate result thereof caused a complete stoppage of all the Employer's operations. Hours worked between 12:01 a.m. and the scheduled start of the day shift shall not be included in the weekly guarantee.

(b) The bottom ten percent by seniority will have a work week Sunday through Saturday, any five (5) out of seven (7) days, at straight time rate, at any location of the Employer to perform any work under the jurisdiction of the Local Union. Article 4 (Hours), Sections 2 and 5 shall not apply to the five (5) days worked.

(c) Holiday Week - See Article 6 (Holidays), Section 4.

(d) Order Of Call

The order of call after bid guaranteed employees shall be as follows:

1. 10% employees who have not worked five (5) days that work week;
2. Laid off employees;

3. Replacement employees;
4. Regular employees on their normal day off (premium day);
5. Supplemental Employees

Injured on Job and Compensation Claims

Section 4. (a) Employees injured on the job shall not forfeit their daily guarantee for such day notwithstanding the fact that such injuries prevented them from working the full scheduled day. An Employee who was injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his/her regular shift on that day. An Employee who has returned to his/her regular duties after sustaining a compensable injury who is required by the Workers' Compensation doctor to receive additional medical treatment during his/her regularly scheduled working hours shall receive his/her regular hourly rate of pay for such time.

(b) Modified Work

(1) The Employer may establish a modified work program designed to provide temporary opportunity to those employees who are unable to perform their normal work assignments due to a disabling on-the-job injury. Recognizing that a transitional return-to-work program offering both physical and mental therapeutic benefits will accelerate the rehabilitative process of an injured employee, modified work programs are intended to enhance worker's compensation benefits and are not to be utilized as a method to take advantage of an employee who has sustained an industrial injury nor are they intended to be a permanent replacement for regular employment.

(2) Implementation of a modified work program shall be at the Employer's option and shall be in strict compliance with

applicable federal and state worker's compensation statutes. Acceptance of modified work shall be on a voluntary basis at the option of the injured employee. However, refusal to accept modified work by an employee, otherwise entitled to worker's compensation benefits, may result in a loss or reduction of such benefits as specifically provided by the provisions of applicable federal or state worker's compensation statutes. Employees who accept modified work shall continue to be eligible to receive "temporary partial" worker's compensation benefits as well as all other entitlements as provided by applicable federal or state worker's compensation statutes. Employees who need additional medical and/or physical therapy, may go for such treatments during scheduled hours for modified work whenever practical and reasonable.

(3) At facilities where the Employer has a modified work program in place, temporary modified assignments shall be offered in seniority order to those regular full time employees who are temporarily disabled due to a compensable worker's compensation injury and who have received a detailed medical release from the attending physician clearly setting forth the limitations under which the employee may perform such modified assignments. Once a modified work assignment is made and another person is injured, the second person must wait until a modified work opening occurs, regardless of seniority. All modified work assignments must be made in strict compliance with the physical restrictions as outlined by the attending physician. All modified work program candidates must be released for eight (8) hours per day, five (5) days per week. The Employer at his/her option, may make a modified work offer of less than eight (8) hours per day where such work is expected to accelerate the rehabilitative process and the attending physician recommends that the employee works back to regular status or up to eight (8) hours per day by

progressively increasing daily hours. A copy of any release for modified work must be given to the employee before the modified work assignment begins.

It is understood and agreed that those employees who, consistent with professional medical evaluations and opinion, may not be expected to receive an unrestricted medical release, or whose injury has been medically determined to be permanent and stationary, shall not be eligible to participate in a modified work program.

In the event of a dispute related to conflicting medical opinion, such dispute shall be resolved pursuant to established worker's compensation law and/or the following method:

When there is a dispute between two (2) physicians concerning the release of an Employee for modified work, such two (2) physicians shall immediately select a third (3rd) neutral physician within seven (7) days, whom shall possess the same qualifications as the most qualified of the 2 selecting physicians, whose opinion shall be final and binding on the employer, the union and the employee. In the event the availability of a qualified doctor is in question, the Local Union and the Company shall resolve such matter by selecting the third (3rd) physician, whose opinion shall be final and binding on the Employer, the Union and the Employee. The expense of the third (3rd) physician shall be equally divided between the Employer and the Union. Disputes concerning the selection of the neutral physician or back wages shall be subject to the grievance procedure.

For locations where the Employer intends to implement a modified work program or has a modified work program in place, the Local Union shall be provided with a copy of the current

form(s) being used for employee evaluation for release and general job descriptions. This information shall be general in nature, not employee specific.

When a modified work assignment is made, the employee shall be provided with the hours and days he/she is scheduled to work as well as the nature of the work to be performed in writing. A copy of this notice shall also be submitted to the Local Union.

An employee who is placed in a modified work position may be subject to medical evaluation(s) by a physician selected by the Employer to determine if the modified work being performed is accelerating the rehabilitative process as anticipated by Section 2 above. In the event such medical evaluation(s) determine that the rehabilitative process is not being accelerated, the employee shall have the right to seek a second opinion from a physician of his/her choosing. Any disputes regarding conflicting medical claims shall be resolved in accordance with the provisions outlined above. The employee may be removed from the modified work program based upon final medical findings under this procedure. Employees so removed shall not have their workers' compensation benefits affected because of such removal. In the event the employee's temporary disability workers compensation benefit is subject to reduction by virtue of an applicable Federal or State statute, the Employer shall pay the difference between the amount of the reduced temporary workers compensation benefit and the amount of the full temporary workers' compensation benefit to which the employee would be entitled.

(4) Modified work shall be restricted to the type of work that is not expected to result in a re-injury and which can be performed within medical limitations set forth by the attending physician. In the event the employee, in his/her judgment, is

physically unable to perform the modified work assigned, he/she shall be either reassigned modified work within his/her physical capabilities or returned to full "temporary total" worker's compensation benefits. In the event a third (3rd) party insurance carrier refuses to reinstate such employee to full temporary total disability benefits, the Employer shall be required to pay the difference between the amount of the benefit paid by such third (3rd) party insurer and full total temporary disability benefits.

Determination of physical capabilities shall be based on the physician's medical evaluation. Under no condition will the injured employee be required to perform work at that location subject to the terms and conditions of this Agreement. Prior to acceptance of modified work, the affected employee shall be furnished a written job description of the type of work to be performed.

(5) The modified workday and workweek shall be established by the Employer within the limitations set forth by the attending physician. However, the workday shall not exceed eight (8) hours, inclusive of coffee breaks where applicable and exclusive of a one-half (½) hour meal period and the workweek shall not exceed forty (40) hours, Monday through Friday, or Tuesday through Saturday, unless the nature of the modified work assignment requires a scheduled workweek to include Sunday. Whenever possible, the Employer will schedule modified work during daylight hours, Monday through Friday, or during the same general working hours and on the same workweek that the employee enjoyed before he/she became injured. In the case of an employee whose workdays and/or hours routinely varied, the Employer will schedule the employee based on the availability of the modified assignment being offered. Any alleged abuse of the assignment of workdays and work hours shall be subject to the grievance procedure.

(6) Modified work time shall be considered as time worked when necessary to satisfy vacation and sick leave eligibility requirements as set forth in this Agreement. In addition to earned vacation pay as set forth in this Agreement, employees accepting modified work shall receive prorated vacation pay for modified work performed based on the weekly average modified work pay. The only time modified work is used in prorating vacation is when the employee did not qualify under this Agreement.

Holiday pay shall first be paid in accordance with the provisions of this Agreement as it relates to on-the-job injuries. Once such contractual provisions have been satisfied, holidays will be paid at the modified work rate which is the modified work wage plus the temporary partial disability benefit.

Sick leave and funeral leave taken while an employee is performing modified work will be paid at the modified work rate, which is the modified work wage plus the temporary partial disability benefit. Unused sick leave will be paid at the applicable contract rate where the employee performed modified work and qualified for the sick leave during the contract year.

(7) The Employer shall continue to remit contributions to the appropriate health & welfare and pension trusts during the entire time period employees are performing modified work. The payment of health & welfare and pension contributions while the employee is on modified work is not included in the health and welfare and pension contributions required by this Agreement when an employee is off work on workers' compensation. Continuation of such contributions beyond the period of time specified in this Agreement for on-the-job injury shall be required. Provisions of this Section shall not be utilized as a reason to disqualify or remove an employee from the modified work program.

(8) Employees accepting modified work shall receive temporary partial benefits as determined by each respective state workers' compensation law, plus a modified work wage when added to such temporary partial benefit, shall equal not less than eighty-five percent (85%) of forty (40) hours' pay he/she would otherwise be entitled to under the provisions of this Agreement for the first six (6) months from the date the modified work assignment commences. After this initial six (6) month period, the percentage shall increase to ninety percent (90%) for the duration of each individual modified work assignment. The Employer shall not refuse to assign modified work to employees based solely on such employees reaching the ninety percent (90%) wage level. Such refusal shall be considered an abuse of the program and shall be subject to the grievance procedure. Modified work assignments beginning or ending within a workweek shall be paid on a prorated basis; one (1) day equals one fifth (1/5th).

(9) Employees accepting modified work shall not be subject to disciplinary action provisions of this Agreement unless such violation involves an offense for which no prior warning notice is required under this Agreement (Cardinal Sins). Additionally, the provisions of Article 23, Section 9, shall apply.

(10) Alleged abuses of the modified work program by the Employer and any factual grievance or request for interpretation concerning this Article shall be submitted directly to the Local 705/M.C.L.A.C./C.R.T.A Joint Area Grievance Committee. Proven abuses may result in a determination by the Local 705/M.C.L.A.C/C.R.T.A. Joint Area Grievance Committee that would withdraw the benefits of this Article from that Employer, in whole or in part, in which case affected employees shall immediately revert to full worker's compensation benefits.

(c) The Employer shall provide any injured Employee transportation at the time of injury from the job to the medical facility and return to the job, or to his/her home, if required.

(d) In the event of a fatality, arising in the course of employment, while away from the home terminal, the Employer shall return the deceased to his/her home at the point of domicile.

Americans with Disabilities Act

Section 5. The Union and the Employer recognize their obligations under the Americans with Disabilities Act. It is agreed that the Employer shall determine whether an employee is a qualified individual with a disability under the ADA and, if so, what reasonable accommodation, if any, should be provided. In the event that the Employer determines that a reasonable accommodation is necessary, the Employer shall notify the Local Union before providing the reasonable accommodation to a qualified bargaining unit employee to ensure that the reasonable accommodation selected by the Employer does not impact another employee's seniority or other contract rights.

Any dispute over whether the Employer complied with its' duty to notify the Local Union before implementing a proposed reasonable accommodation or whether providing the reasonable accommodation violates any employee's rights under any other provision of this Agreement shall be subject to the grievance procedure. Disputes over whether the Employer has complied with its' legal requirements under the ADA, including the ADA requirement to provide a reasonable accommodation, however, shall not be subject to the grievance procedure.

Late Rule

Section 6. Employees reporting after their scheduled shift start will be allowed to punch in up to thirty (30) minutes late and will be guaranteed eight (8) hours from the punch. Tardiness will be dealt with in accordance with the Discipline Procedures set forth in Article 19 (Grievance Procedure).

ARTICLE 6
HOLIDAYS

Holiday Pay

Section 1. (a) Employees shall not be required to work, and although not worked shall be paid eight (8) hours' pay at straight time hourly rate for the following holidays: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, the Employee's Birthday, and a Personal Holiday for which the Employee shall give the Employer seven (7) days advance notice and regardless of the day of the week on which it falls, provided they comply with the qualifications set forth hereinafter. Holidays which fall on Sunday shall be observed on Monday.

(b) When an employee's birthday and/or personal holiday day falls on a day of the scheduled work week other than the first (1st) or last day or outside of an employee's scheduled workweek, such employee may, at his/her option, take such holiday on the day of the week that it falls, or select the last day of his/her scheduled workweek in which such holiday falls or the first (1st) day of such employee's next scheduled workweek as their birthday and/or personal day holiday for purposes of having a long weekend.

Holiday Rate

Section 2. Employees called to work on any of the above

listed holidays shall be guaranteed a minimum of eight (8) continuous hours' work or its equivalent in pay at double the regular rate in addition to the eight (8) hours pay referred to above.

Qualifications

Section 3. (a) In order to qualify for eight (8) hours of straight time pay for holidays not worked, an Employee, other than an Employee within the first ninety percent (90%) as defined in Article 5, Section 3 (Weekly Guarantee), must work the regular work day which immediately precedes or follows the holiday unless the Employer agrees to give an Employee the extra time off, and further, providing he/she works at least four (4) days in the holiday week.

(b) An Employee within the first ninety percent (90%) as defined in Article 5, Section 3 (Weekly Guarantee), however, shall be entitled to pay for said holiday if he/she works the day before and the day after said holiday, provided, however, that if the holiday falls on Monday, Friday or Saturday, the said Employee need only work, within said work week, the day before or the day after said holiday.

(c) Probationary Employees hired less than thirty (30) calendar days before a holiday shall not be entitled to holiday pay for holidays not worked.

Weekly Guarantee

Section 4. If the holiday falls on a week day, Monday through Friday, Employees shall be guaranteed forty (40) hours at straight time pay for that week without having to work the holiday. If a holiday falls on a Saturday, Employees shall be guaranteed forty-eight (48) hours at straight time pay for that week without having to work that Saturday.

Holiday Shifts

Section 5. Day shift for Employees employed on a holiday shall begin on the hour between 6:00 a.m. and 9:00 a.m. and the night shift shall be the Employee's regular schedule for that week

Holidays Falling During Lay-Off, Illness or Injury.

Section 6. If any holiday falls within the thirty (30) day period following an Employee's layoff due to lack of work or because of illness or injury and such Employee is also recalled or returns to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he/she shall receive an extra day's pay for each holiday, in the week in which he/she returns to work. Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rate specified in the Agreement. An Employee who was laid off because of the lack of work or was ill or injured and is not recalled to or does not return to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his/her return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay, nor shall it be considered as hours worked for weekly overtime. In no event shall the Employee receive extra pay from more than one (1) Employer. The Employer who laid off and then recalled the Employee, or for whom the Employee was employed at the time of illness or injury, shall be responsible for the extra pay.

ARTICLE 7
VACATIONS

Eligibility, etc.

Section 1. (a) The provisions of Article 7, Section 1(a) of the 1985 Agreement shall apply for prior periods. Effective January 1,1961,

an Employee who has worked 1250 hours, but not including hours paid at overtime rate, with an Employer (or his successor) during a twelve (12) month period from date of employment, shall receive one (1) week vacation with pay computed at forty (40) times the Employee's straight time hourly rate of pay. Vacation shall be taken between April 1 and November 1 following completion of 1250 straight time hours and after twelve (12) months from anniversary date of his/her employment, except that vacation may be taken before 12 months have elapsed from said anniversary date in cases where 1250 straight time hours have been worked, after the starting date of his/her employment or any anniversary date of his/her employment thereafter, and before November 1. An Employee who has left his/her Employer to go into any branch of the U.S. Armed Services who (1) receives an honorable discharge, (2) reports back to his/her Employer ready for work within ninety (90) days of his/her honorable discharge and (3) on his/her return to work remains sixty (60) or more days shall receive credit for forty (40) straight time hours towards his/her vacation eligibility for each week spent in service. Employees who fall short of 1250 straight time hours in any one qualifying year because of sickness or injury while they are employed, shall be considered to have qualified in that year for their vacation-providing such sickness cannot be considered more than once in three years.

(b) The Employee's subsequent period for eligibility for vacation shall begin with the anniversary date of his/her employment.

(c) No Employee shall be entitled to more than one vacation scheduling, during any one yearly period from each anniversary date of employment.

(d) If a holiday falls during an Employee's vacation, he/she shall be paid for the holiday in addition to his/her regular vacation pay

or shall receive an additional consecutive day of vacation with pay, at the option of the Employee.

(e) Vacation selections shall be made in the month of April. Seniority shall prevail in the selection of all vacations. All Employees now receiving more liberal vacations than those outlined above shall suffer no reduction. Any Employee who is laid off or discharged and has put in his/her full qualifying hours shall receive his/her vacation pay at time of quitting, layoff or discharge.

(f) An Employee who has been employed not less than 1250 straight-time hours each successive year from the date of his/her employment for:

One (1) year or more shall be entitled to one weeks vacation with pay;
Three (3) years or more shall be entitled to two weeks vacation with pay;
Eight (8) years or more shall be entitled to three weeks vacation with pay;
Fifteen (15) years or more shall be entitled to four weeks vacation with pay;
Twenty (20) years or more shall be entitled to five (5) weeks vacation with pay during the regular vacation period.
Thirty (30) years or more shall be entitled to six (6) weeks vacation with pay. Such 6th week vacation may have to be taken outside the October-May vacation period. Eligibility for the 6th week vacation shall commence as of January 1, 2004.

Vacation Pay

Section 2. On the payday immediately preceding the Employee's vacation he/she shall be entitled to vacation pay computed as of April 1, 2003 on the basis of fifty (50) hours per week at the current hourly rate.

Vacation Roster

Section 3. After vacations have been selected as herein provided, the Employer shall prepare, post and maintain a vacation schedule on the Employees' bulletin board.

Split Week Vacation

Section 4.

1. Employees will be entitled to split two (2) weeks of earned vacation in increments of one (1) day or more. If an employee elects to take vacation in this manner, all days must be taken during the anniversary year allowed under this Agreement.
2. A minimum of 10% of the active work force at each location of the Employer will be allowed on vacation during any contract week. Daily vacations will be included in the ten percent (10%) allowed off.
3. There will be a minimum of forty-eight (48) hour notice to take a split-week vacation day(s). If request is not denied within twenty-four (24) hours by the Terminal Manager, such request shall be considered granted.
4. Split-week vacation day(s) will be awarded on a first come, first serve basis. Full week vacation requests shall take priority over split weeks.
5. The employer may also increase the allowable percent off if the operation is not being adversely affected.
6. When the employee takes the first segment of such split-week vacation, he/she will be paid for a full week vacation at the applicable vacation rate and the remainder of such segments shall be taken without pay and shall be included in the computation of the above-mentioned minimum percent allowed off. When the Employee takes such split week vacation day(s) he/she, upon request, will receive pay for an individual day(s) on a ten (10) hour basis.

ARTICLE 8
SENIORITY

Seniority Rights

Section 1. (a) Employee seniority, and not the equipment, shall prevail for all purposes and in all instances. Seniority shall be broken only by discharge for just cause, voluntary resignation, retirement, or more than three (3) years lay-off. In the event of a lay-off, an Employee so laid off shall be given two (2) weeks' notice of recall mailed to his/her last known address. Unless physically unable to do so, an Employee must respond to such notice within three (3) days after receipt thereof and actually report to work as set forth in the notice unless otherwise mutually agreed to. In the event the Employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement.

(b) Annually during the month of March, the drivers shall select job assignments and shifts by order of seniority which bid shall be permanent for that year.

Posting List

Section 2. A current list of Employees arranged in the order of their seniority and hiring date shall semi-annually be posted in a conspicuous place at the Employee's place of employment and mailed to the Union.

Lay-Offs

Section 3. When it becomes necessary to reduce the working force, the last Employee hired shall be laid off first; and when the force is again increased, then Employees are to be returned to work in the reverse order in which they were laid off.

Changed Conditions

Section 4. A steady house driver shall have the right to elect to drive a vehicle engaged in general trucking when the working conditions of the house are changed. Seniority rights shall prevail in making such election; however, he/she shall be prohibited from making any further selection. If a steady house driver has made his/her election, and it is for a five-day week assignment, he/she cannot use his/her seniority to bump another Employee for Saturday, Sunday or holiday work, and a general driver cannot use his/her seniority to bump a steady house driver on the latter's regularly assigned work. However, on general work, the oldest Employee by seniority on general trucking shall have the election for Saturday, Sunday or holiday work.

New Branches, etc.

Section 5. (a) Opening of new branches, terminals, divisions or operations.

(1) When a new branch, terminal, division or operation is opened within the area of this Agreement (except as a replacement for existing operations or as a new division in a locality where there are existing operations), the Employer shall offer the opportunity to transfer to regular positions in the new branch, terminal, division or operation, in the order of their company seniority, to Employees in those branches, terminals, divisions or operations within such area which are affected in whole or in part by the opening of the new branch, terminal, division or operation. This provision is not intended to cover situations where there is replacement of an existing operation or where a new division is opened in a locality where there is an existing terminal. In these latter situations, laid-off or extra Employees, in the existing facilities shall have first opportunity for employment at the new operation in accordance with their seniority. If all regular full-time positions are not filled in this manner, then the provisions of this

paragraph shall apply.

(2) The transferred Employees, other than those referred to in the exception to Section 5 (a) (1) above, shall, for a period of thirty (30) days following the transfer, have an unqualified right to return to their old branch, terminal, division or operation if it is still in existence and carry with them their seniority at that old branch, terminal, division or operation. Employees who avail themselves of the transfer privileges because they are on lay-off at their original terminal may exercise their seniority rights if work becomes available at the original terminal during the three (3) year lay-off period allowed them at their original terminal. Transferred Employees shall have, after thirty (30) days, the same privileges with respect to subsequent transfers as set forth in paragraph (1) above.

Closing of Branches, etc.

(b) Closing of branches, terminals, divisions or operations.

(1) When a branch, terminal, division or operation within the area of this Agreement is closed and the work of the branch, terminal, division or operation is eliminated an Employee who was formerly employed at another branch, terminal, division or operation within such area shall have the right to transfer back to such former branch, terminal, division or operation and exercise his/her seniority based on the date of hire at the branch, terminal, division or operation into which he/she is transferring provided he/she has not been away from such original terminal for more than three (3) years.

(2) When a branch, terminal, division or operation within the aforesaid area is closed or partially closed and the work of the branch, terminal, division or operation is transferred to another

branch, terminal, division or operation within such area in whole or in part, an Employee at the closed or partially closed down branch, terminal, division or operation shall have the right to transfer to the branch, terminal, division or operation into which the work was transferred if regular work is there available. Such Employee, however, shall go to the bottom of the seniority list and shall have the right of job selection only in accordance with his/her seniority at such terminal. However, he/she shall exercise his/her company seniority for lay-off purposes and all other Agreement benefits.

(c) When a branch, terminal, division or operation within the aforesaid area is closed and the work of the branch, terminal, division or operation is eliminated, and no part of it is transferred to another branch, terminal, division or operation, Employees who are laid off thereby shall be given first opportunity for available regular employment at any other branch, terminal, division or operation of the Employer within the area of this Agreement. The obligation to offer such employment shall continue for a period of three (3) years from the date of closing, however, the Employer shall not be required to make more than one offer during this period. Any Employee accepting such offer shall pay his/her own moving expenses. If hired, he/she shall go to the bottom of the seniority list but shall have company seniority for fringe benefits only.

Purchase of Vehicle or Interest

Section 6. The Employer shall not require, as a condition of continued employment, that an Employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment, or that any Employee purchase or assume any proprietary interest or other obligation in the business.

Buy-outs, Mergers and Consolidations
Section 7. (a) Buy-outs:

(1) When operations of bought-out company are continued as a separate entity:

In the event an Employer buys out the business or operations of another Employer and operates it as a separate entity, then the seniority of the retained Employees shall continue as before.

(2) When operations of bought-out company are merged with operations of the buyer:

In the event an Employer buys out another Employer and merges the operations of the bought out Employer into his/her own, those Employees of the bought-out Employer who are employed by the acquiring Employer will begin to accrue seniority with their new Employer at the beginning of such employment, and if two or more are employed on the same date their preference over each other shall be determined by their former seniority standing with the bought-out Employer. Employees in laid-off status with recall rights shall be offered reemployment before Employees of the bought-out Employer are employed. A merger of Employers preceded or followed by the surviving corporation purchasing stock of the other Employer or exchanging its' stock for that of the other Employer shall be treated as a buy-out by the surviving Employer for purposes of seniority

(3) When Interstate Commerce Commission temporary authority is granted to control and merge:

Where an Employer only has temporary authority or approval to operate another company, then separate seniority lists shall continue in effect until final authority is granted and consummated.

The company which is to survive will assume the obligations of both Collective Bargaining Agreements during the period of temporary authority or control.

(b) Merger with wholly owned subsidiary:

Whenever an Employer organizes a wholly-owned subsidiary and later merges such subsidiary into itself as the survivor, then the seniority standing of the Employees of both companies shall be determined the same as in cases of consolidations after the operations of both companies are combined.

(c) Consolidations:

When the operations of two or more Employers are consolidated into a new business concern, the seniority standing of the Employees employed by the new business concern shall be determined by the names being sandwiched in, one-for-one starting with the most senior Employee in each company.

ARTICLE 9
UNIFORMS AND RAIN GEAR

Employers who require their Employees to wear uniforms shall furnish same without cost to the Employee. The Employer shall further launder and take care of all such uniforms at no cost to the Employee. Terminal yardmen and hostlers shall be provided with rain gear. The Employer shall replace all clothing destroyed in a wreck or fire.

ARTICLE 10
WORKERS' COMPENSATION AND INSURANCE

Compensation Claims

Section 1. The Employer agrees to cooperate toward the prompt disposition of Employee 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. No employee will be disciplined or threatened with discipline as a result of filing an on-the-job injury report. The employer or its designee shall not visit an injured worker at his/her home without his/her consent.

Liability Insurance

Section 2. The Employer shall provide liability insurance which will assure coverage of Employees against claims for negligence instituted by co-employees.

ARTICLE 11
STEWARDS

The Employer recognizes the right of the Local Union to designate job Stewards and alternates from the Employer's seniority list. The authority of job Stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

(a) The investigation and presentation of grievances with his/her Employer or the designated company representative in accordance with the provisions of the collective bargaining agreement:

(b) The collection of dues when authorized by appropriate Local Union action:

(c) The transmission of such messages and information, which shall originate with and are authorized by the Local Union or its officers, provided such message and information

(1) have been reduced to writing; or

(2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The employer shall give the Union the right to designate one (1) job steward, during his regular working hours or if outside his regular working hours his/her designated alternate, an opportunity to participate in the Employer's orientation of new employees, or the right to meet with new employees during their workday to inform them of the benefits of Union representation without loss of time or pay.

The Employer shall have the sole right to schedule the time and place for such participation so as to not interfere with the employer's operation.

When requested by the Union or the employee, there shall be a Steward present whenever the Employer meets with the employee about grievances or discipline or to conduct investigatory interviews. If a Steward is unavailable, the employee may designate a bargaining unit member who is available at the terminal at the time of the meeting to represent him/her. Meetings or interviews shall not begin until the Steward or designated bargaining unit member is present. An employee who does not want a Union Steward or available bargaining unit member present at any meeting or interview where the employee has a right to Union representation must waive Union representation in writing. If the Union requests a copy of the waiver, the Employer shall

promptly furnish it. Copies of the Waiver of Union Representation form shall be furnished by the Local Union.

Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job Stewards and their alternates, and shall not hold the Local Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the job Steward or his/her designated alternate has taken unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

The job Steward, or his/her designated alternate, shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his/her regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and the Employer, off the property or other than during his/her regular schedule without loss of time or pay. Such time spent in handling grievances during the job Steward's or his/her designated alternate's regular working hours shall be considered working hours in computing daily and or weekly overtime if within the regular schedule of the "job Steward."

The job Steward, or his/her designated alternate, shall be permitted reasonable time off without pay to attend Union meetings called by the Local Union. The Employer shall be given twenty-four (24) hours' prior notice by the Local Union.

The job Steward or his/her designated alternate shall be allowed to wear an identifying Steward's badge, provided by the Union, at all times when on the Employer's premises.

ARTICLE 12
OWNER-OPERATORS

All provisions of the MCLAC National Master Freight and Central States Area Truckload & Steel Supplemental Agreement, Article 22 (Owner Operators) shall be in full force and effect and are incorporated herein by reference. However, the Health & Welfare and Pension Fund provisions (Article 16 and Article 17) of this Agreement shall apply.

ARTICLE 13
TRANSFERS AND SUBCONTRACTING

I.C.C. Applications, etc.

Section 1. Whenever an Employer shall be an interested party in or to any application or proposed application before the Interstate Commerce Commission or before any other governmental body or agency, state or federal, which may in any way directly or indirectly temporarily or permanently, affect the operation, control, management or ownership (a) of the Employer's business or operation, or (b) by the Employer or any enterprise, lease, business entity, operation, or right, title or interest therein having to do with the cartage industry, then the Employer shall give written notice to the Union by certified mail, within ten (10) days of its' intent or the intent of any other interested party (of which the Employer may have knowledge) to file such an application or proceedings.

Subcontracting: Diversion of Work, Parent or Subsidiary Companies

Section 2. (a) For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, no operation, work or services of the kind, nature or type covered by, or presently performed by, or hereafter assigned to the collective bargaining unit by the signatory Employer will be subcontracted,

transferred, leased, diverted, assigned or conveyed in full or in part by the signatory Employer to non-employee owner operators or any other plant, business, person, or non unit Employees, or to any other mode of operation including but not limited to, subcontracting to other business entities owned and/or controlled by the signatory Employer, or its parent, subsidiaries or affiliates unless specifically provided and permitted in this Agreement (hereinafter referred to as "diversion" or "subcontract" or "subcontracting"). The signatory Employer may subcontract overflow loads when all of the Employer's Employees are working, provided, however, (1) that each person who performs subcontracted overflow loads shall receive the full economic equivalent of the wages, hours and other conditions of employment provided for in this Agreement, (2) that in no event shall work or runs presently performed or established during the life of this Agreement be subcontracted, (3) that no dock work covered by this Agreement shall be subcontracted except for existing situations established by agreed-to-past practices, and (4) that subcontracting shall not be used by the Employer as a subterfuge to violate this Agreement, or to avoid hiring additional Employees to operate existing equipment or obtaining additional equipment to be operated by them or existing Employees. This subcontracting provision is also applicable to the establishment or continuation by the signatory Employer of a transportation company or business which engages in the same type of operation covered by this Agreement, which company or business is owned or controlled by the signatory Employer.

"Overflow loads" means only that work required to be performed on any day of an emergency and nonrecurring nature which the Employer could not reasonably anticipate and which cannot be performed by the Employees.

(b) For purposes of this Section it shall be presumed that a diversion of work in violation of this Agreement occurs when work presently and regularly performed by, or hereafter assigned to, Employees of the signatory Employer has been lost and, within sixty (60) days of the loss of the work, the lost work is being performed in the same manner (including transportation by owner-operators and independent contractors) by an entity owned and/or controlled by the signatory Employer, its parent, or a subsidiary. The burden of overcoming such presumption in the grievance procedure shall be upon the signatory Employer. The signatory Employer shall maintain records identifying persons performing subcontracted work permitted by this Agreement. Said records shall be made available for inspection by the Union.

ARTICLE 14
SAFETY RULES

Unlocked Trucks, etc.
Section 1. Employees must not go beyond the sight of their truck unless the Employer has furnished locks so that the truck can be securely locked. When necessary, Employees shall be furnished help in carrying in freight, and where a trailer is engaged in city delivery and is equipped with removable slot doors, then a helper must be furnished, unless platform deliveries are made.

Heaters, Defrosters
Section 2. The Employer shall equip all trucks and tractors with workable heaters and defrosters and furnish necessary aid for protection from weather.

All equipment purchased, ordered, introduced and/or presently operable in the employers operation, after April 1, 2003 will be equipped with air-conditioning and will be maintained in proper operation condition during the period of May 31st through

September 30th. The Employer will not exceed two weeks in making necessary air conditioning repairs during this period. It shall not be a violation of this section to operate any unit while waiting for repairs.

All newly manufactured city tractors regularly assigned to the pick up and delivery or shuttle operation after April 1st, 2003 shall be equipped with power steering.

Unsafe Equipment

Section 3. (a) The Employer shall not require Employees to take out on the streets or highways any vehicle that is not in safe operating condition, including, but not limited to equipment which is acknowledged as overweight or not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement or basis for discipline where Employees refuse to operate such equipment unless such refusal is unjustified. It shall also not be a violation of this Agreement or considered an unjustified refusal where Employees refuse to operate a vehicle when such operation constitutes a violation of any 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 condition of such equipment. The unsafe conditions causing the Employee's apprehension of injury must be of such nature that a reasonable person, under the circumstances then confronting the employee, would conclude that there is a bona fide danger of an accident, injury, or serious impairment of health, resulting from the unsafe condition. In order to qualify for protection under this provision, the Employee must have sought from the Employer, and have been unable to obtain, correction of the unsafe condition. All equipment which is refused because it is not mechanically sound or properly equipped shall be appropriately tagged so that it cannot be used by Employees until

the maintenance department has adjusted the complaint. After such equipment is repaired, the Employer shall place on such equipment an "OK" in a conspicuous place so the Employee can see the same.

(b) 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.

(c) 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 operating condition and received no consideration from the Employer, he/she shall take the matter up with the Union who will take the matter up with the Employer.

(d) All Employer trailers shall be marked for height.

(e) No Employee shall be required to drive a tractor designed with the cab under the trailer

Dangerous Conditions

Section 4. Under no circumstances will an Employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to the type of cargo which is hauled or handled.

Peddle Truck Steps

Section 5. All tractors must be equipped as necessary to allow the Employee to safely enter and exit the cab, hook and unhook the air hoses. All equipment used on city peddle trucks, and equipment regularly assigned to peddle runs, must have steps or other similar device to enable the driver to get in and out of the body.

Safety Committee

Section 6. Upon request from the Union, the Employer will establish a safety committee comprised of both Management employees and Union employees to discuss safety issues.

Hazardous Material Program

Section 7. The parties have rewritten the "Hazardous Materials Program" effective as of April 1, 2003, and hereby incorporated by reference in this Agreement. The program will be printed and distributed to all members/employees in line with regulatory guidelines. The parties further agree that as new federally mandated changes occur, they too will become part of this Agreement. The guidelines contained in the printed program are minimums, and are not intended to prevent the Employer from providing additional training or protection which would enhance safety and health to the Employees. All regular Employees shall be paid for such training at their regular straight time hourly rate.

New Technology

Section 8. Computer tracking devices, commonly known as "Black Boxes" mandated by regulations, shall not be used for disciplinary purposes, except in those incidents of violations of Federal Mandated Regulations or has intentionally committed malicious damage to the Employer's equipment or unsafe operation of the Employer's commercial motor vehicles.

ARTICLE 15
PROTECTION OF RIGHTS

Picket Line-Sympathetic Action

Section 1. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including Primary picket lines at the Employer's places of business.

Struck Goods

Section 2. It shall not be a violation of this Agreement and it shall not be cause for discharge, disciplinary action or permanent replacement if any Employee refuses to perform any service which his/her Employer undertakes to perform as an ally of an Employer or person whose Employees are on strike, and which service, but for such strikes, would be performed by the Employees of the Employer or person on strike.

Section 3. Subject to Article 13, Section 2 (Subcontracting), the Employer will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other employer or cease doing business with any other person, or fail in any obligation imposed by the Motor Carriers' Act or other applicable law, as a result of individual Employees exercising their rights under this Agreement or under law, but the Employer shall notwithstanding any other provision in this Agreement, when necessary continue doing such business, including pickup or delivery to or from the Employer's terminal and to or from the premises of a shipper or consignee.

Sympathetic Action

Section 4. In the event of a labor dispute between any Employer party to this Agreement and any International Brotherhood of Teamsters Union, parties to this or any other International Brotherhood of Teamsters' Agreement, during the course of which dispute such Union engages in lawful economic activities which are not in violation of this or such other agreement, then any other affiliate of the International Brotherhood of Teamsters, having an agreement with such Employer shall have the right to engage in lawful economic activity against such Employer in support of the above first-mentioned Union notwithstanding anything to the contrary in this Agreement or the International Brotherhood of Teamsters Agreement between such Employer and such other affiliate.

Exclusion from Grievance

Section 5. This Article 15 in its entirety is not subject to, and is specifically excluded from, the provisions of the Grievance Procedure (Article 19).

ARTICLE 16
HEALTH AND WELFARE FUND

Section 1. (a) The Employer for each regular Employee shall pay the sum of one hundred and seventy six dollars ($176.00) per week to Local 705 International Brotherhood of Teamsters Health and Welfare Fund (Fund), an irrevocable trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement), pursuant to a Collective Bargaining (Cartage) Agreement between certain Employers and the Union. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide health, welfare, death and such other benefits as permitted by said Trust Agreement, as amended, from time to time, and by Section 302(c) of the Labor-Management Relations Act of 1947 and the

Employee Retirement Income Security Act of 1974. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of Employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives, and all persons and parties.

(b) Effective August 1, 2003 there was a thirty cent ($0.30) per hour increase allocated to the Pension Fund and a thirty cent ($0.30) per hour increase allocated to the Health & Welfare Fund.

Effective August 1, 2004 there shall be a sixty cent ($0.60) per hour increase to be allocated to either the Health and Welfare and/or Pension Fund at the Union's discretion;

Effective August 1, 2005 there shall be a sixty cent ($0.60) per hour increase to be allocated to either the Health and Welfare and/or Pension Fund at the Union's discretion;

Effective August 1, 2006 there shall be a sixty cent ($0.60) per hour increase to be allocated to either the Health and Welfare and/or Pension Fund at the Union's discretion;

Effective August 1, 2007 there shall be a seventy cent ($0.70) per hour increase to be allocated to either the Health and Welfare and/or Pension Fund at the Union's discretion.

(c) The Trustees of the Fund or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and Employees of fleet owners (excluding any supervisory, managerial and/or confidential Employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 2. The Employer payments to the Fund shall be as follows:

(a) The amount per Employee per week shall be paid for each regular Employee covered by this Agreement for any week in which such Employee performs any services for the Employer even when such services are not performed under the terms of this Agreement;

(b) Payment shall be made on all replacement/supplemental Employees for the days worked by such replacement/supplemental Employees at a rate equal to twenty percent (20%) per day of the aforesaid weekly payment to a maximum of five (5) days;

(c) If an Employee is absent because of non-occupational illness or injury, the Employer shall pay the required payment for a Period of four (4) weeks:

(d) If an Employee is absent because of occupational illness or injury, the Employer shall pay the required payment for a period

of (12) months;

(e) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated;

(f) All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the Employee making satisfactory arrangements for paying the weekly payment to the Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence;

(g) Whenever an Employer is not obligated to make payment to the Fund for an absent Employee, then the Employee shall make the required payment as permitted by the Trustees;

(h) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.

Section 3. Whenever the Union in its' sole discretion determines that the Employer is delinquent in making payments to the Health and Welfare Fund (Article 16) and/or the Pension Trust Fund (Article 17), as required under this Agreement or the rules and regulations of the respective Funds, then the Union may strike the Employer to enforce payment. This provision shall not be subject to and is specifically excluded from the Grievance Procedure (Article 19). The Employer shall be responsible for any losses of any Health and Welfare or Pension benefits resulting thereby and reimbursement for all wages lost because of any action taken by the Union.

Military Clause

Section 4. Employees in service in the uniformed services of the United States, as defined by the provisions of the Uniform Services Employment and Re-employment Rights Act (USERRA), Title 38, U.S. Code Chapter 43, shall be granted all rights and privileges provided by USERRA and/or other applicable state and federal laws. This shall include continuation of health coverage to the extent required by USERRA, and continuation of pension contributions for the employee's period of service as provided by USERRA. Employees shall be subject to all obligations contained in USERRA which must be satisfied for the employees to be covered by the statute.

In addition to any contribution required under USERRA, the Employer shall continue to pay health and welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard for military related service, excluding civil domestic disturbances or emergencies. Effective April 1, 2003, such contributions shall only be paid for a maximum period of eighteen (18) months.

ARTICLE 17
PENSION TRUST FUND

Section 1. The Employer for each regular Employee shall pay the sum of one hundred and seventy seven dollars ($177.00) per week (plus the additional payments provided for in Section 2 hereof) to Local 705 International Brotherhood of Teamsters Pension Trust Fund (Fund), an irrevocable trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement) pursuant to a Collective Bargaining (Cartage) Agreement between certain Employers and the Union. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide pension, death and other such benefits as permitted by said Trust

Agreement as amended from time to time, and by Section 302(c) of the Labor-Management Relations Act of 1947 and the Employee Retirement Income Security Act of 1974. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of Employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives and all persons and parties.

Section 2. Employer payments to the Fund shall be in the same manner as the Health and Welfare provisions contained in Article 16, Sections 1(b),2, and 4 which are by reference incorporated herein.

Section 3. The Trustees of the Fund or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Fund and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and Employees of fleet owners (excluding any supervisory, managerial and or confidential Employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 18
UNION INSPECTION AND ACTIVITIES

Inspection

Section 1. Authorized representatives of the Union shall have access to the Employer's establishment at all reasonable times for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining compliance with this Agreement (which shall include the right to inspect and audit payroll records, time cards and sheets) after written notice by a duly authorized officer of the Union. Such records shall be produced at a place mutually agreed upon.

Activities

Section 2. Any Employee acting in any official capacity for the Union shall not be discriminated against for his/her acts in such capacity so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any Employee because of Union membership or activities.

Union Leave

Section 3. 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. The Union shall be liable for all Health & Welfare and Pension Fund contributions during such leave.

ARTICLE 19
GRIEVANCE PROCEDURE

Discipline

Section 1. Definition. The Employers agree with the tenets of progressive and corrective discipline. Disciplinary action or measures shall be of the progressive, corrective nature in lieu of

punitive. Any written warning or discipline imposed shall not be used if, from the date of the last warning or discipline, nine (9) months pass without the Employee receiving any additional warning or discipline for such offense.

Section 2. Innocent Until Proven Guilty. Disciplinary action may be imposed upon an employee only for just cause. Any employee who is to be discharged or suspended shall be allowed to remain on the job, except for cardinal infractions, without loss of pay, unless and until the discharge or suspension is sustained under the grievance procedure.
The following shall constitute a cardinal infraction:

(a) Proven dishonesty;
(b) Under the influence of intoxicating alcohol or of drugs; refusal to submit for testing shall establish a presumption of being under the influence of intoxicating alcohol or drugs;
(c) Possession of controlled substances and/or drugs while on duty or on company property;
(d) Carrying unauthorized passengers;
(e) Recklessness resulting in a serious accident while on duty;
(f) Failure to report an accident of which the employee is aware;
(g) Failure to meet the minimum requirements for safe driving under paragraph 391.25 of the Motor Carriers Safety Regulations issued by the DOT;
(h) Unprovoked physical assault on a company supervisor while on duty or on company property.

Section 3. Notification and Measure of Disciplinary Action. In the event disciplinary action is taken against an employee, the Employer shall promptly furnish to the employee and the Union a copy of such warning notice. Once the measure of discipline is imposed the Employer shall not increase it for the particular act of misconduct which arose from the same facts and

circumstances.

Section 4. Grievance. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

(b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

Section 5. Grievance Steps. Grievances relating solely to discipline or discharge shall be initiated and filed with the Employer at the 2nd Step of the Grievance Procedure not later than fifteen (15) calendar days after the employee receives official notice of the discipline or discharge.

Step 1. Immediate Supervisor. The employee and/or the Union shall orally raise the grievance with the Immediate Supervisor or his/her designee. Employee grievances relating to the interpretation or application of the Agreement or arising from other conditions of employment other than discipline or discharge grievances, shall be filed with the Employer Representative not later than thirty (30) calendar days after the occurrence giving rise to the complaint. The Employer Representative shall date and sign the Union grievance form indicating the 1st Step hearing was held.

Step 2. Employer Representative. In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Employer having jurisdiction over the

employee within ten (10) working days from the date of the 1st Step hearing. Grievances pertaining to discipline or discharge shall be initiated at this level. Within ten (10) working days after the grievance is presented to Step 2 the Union and the Employer shall meet to discuss the grievance. The Employer Representative shall render an oral response immediately and shall sign and date the Union grievance form indicating that the 2nd Step hearing was held. The written grievance shall be on a form which shall be provided by the Union; improper grievance form or section citation shall not be grounds for denial of the grievance.

Step 3. Joint Grievance Committee. If the parties fail to reach a settlement within the aforesaid time, then the matter shall be submitted to a permanent Joint Grievance Committee composed of three (3) Employer representatives designated by the Motor Carrier Labor Advisory Council and Chicago Regional Trucking Assoc., Inc., and three (3) Union representatives designated by the Union. The Joint Grievance Committee shall meet at a time and place on such regular or special basis as it shall determine, and shall render its decision or award within three (3) days after close of the hearing. If the Joint Grievance Committee resolves the dispute by a majority vote of those present and voting, then such decision shall be final and binding upon the Union, Employer, and Employee. The Joint Grievance Committee may adopt such rules of procedure as it determines necessary in its sole discretion, and shall have the power to require the production from the Employer of all books and records, including payroll and time sheets, necessary to a complete disposition of the dispute and to make a complete and final disposition of all matters before it including, but not limited to, a money award for violation of the wage hour, overtime provisions or health and welfare or pension contributions, including costs and attorney's fees.

Step 4. Arbitration. If the Joint Grievance Committee is deadlocked on the disposition of the dispute, then either party shall be entitled to all lawful economic recourse to support its position in the matter except for cases involving discipline or discharge; provided, however, that the Union in its sole discretion, may elect to arbitrate the deadlocked grievance. The Union shall have thirty (30) working days from the decision of the deadlock, to decide and notify the Employer of its decision to take the matter to arbitration. Such period may be extended by mutual agreement of the parties. If the Union elects to arbitrate, then within fifteen (15) working days thereafter (or such additional time as mutually shall be agreed to between the Union and the Employer), the parties shall agree on an arbitrator, and if they do not so agree then the arbitrator shall be selected from a list of five (5) names furnished by the Federal Mediation and Conciliation Service or American Arbitration Association, at the Union's request, from which list the Employer and the Union shall each strike two different names and the person whose name remains shall become the arbitrator. All findings of the arbitrator shall be final and conclusive. No strike or lockout shall occur pending a decision or deadlock by the Joint Grievance Committee, or decision by the arbitrator if the Union elects to arbitrate except as is hereinafter provided. Nothing herein contained shall authorize the Joint Grievance Committee, or arbitrator if the Union elects to arbitrate, to alter the terms and conditions of this Agreement or make a new Agreement. The fees and expenses of the arbitration shall be paid by the loser.

Cumulative Remedy

Section 6. Upon failure of the Employer to meet with the Union to adjust a grievance when requested to do so, or to appoint members of the grievance committee or Joint Grievance Committee, or its designees to convene and render an award within the prescribed time, or to strike names from the list, or failure to comply with any duty under this Article or final decision of the

grievance committee, arbitrator or Joint Grievance Committee, or in the event that a state or federal tribunal of competent jurisdiction in a bankruptcy or receivership proceeding rejects, modifies or otherwise alters this Agreement or any Supplemental Agreement(s) or any part(s) thereof, including this Section, notwithstanding the characterization of such changes as "emergency," "interim," "essential," or otherwise, then the Union at its discretion shall be permitted all legal and economic recourse (including the right to strike) in support or enforcement of its demands notwithstanding anything to the contrary contained in this Agreement. The action taken by the Union in recourse or enforcement of its rights shall not be arbitrable or reviewable by any tribunal. Grievance and arbitration proceedings on behalf of an Employee respecting his/her grievance may be invoked by the Union when in its opinion it deems it justified. The recourse reserved to the Union in this Agreement shall be cumulative with any other economic or legal remedy available to it. The Union may (in addition to pursuing other remedies) sue the Employer in the Union's own behalf or in behalf of any aggrieved Employee for specific performance of this Agreement, injunctive relief, recovery of dues, wages, vacations, or other benefits or any other legal redress including the enforcement of the decision in Section 5 (Step 1 and Step 2) hereof or of the decision or award by the arbitrator or Joint Grievance Committee in Section 5 (Step 3 and Step 4) hereof. The Employer hereby expressly waives the right to object to the Union being party plaintiff in such action. In pursuing the aforesaid legal remedies, the Union shall have the right to recover all reasonable costs and attorney's fees.

Time Limits

Section 7. (a) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice or precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

(b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

(c) Grievances concerning suspension and/or discharge of any employee shall be initiated at Step 2 of the Grievance Procedure.

Time Off

Section 8. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without pay to attend grievance meetings and/or respond to the Union's investigation. Such meetings shall not substantially interfere with the Employer's operations but, in any case, requests for such meetings shall not be unreasonably denied.

Advanced Grievance Step Filing

Section 9. Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may by mutual agreement be filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Section 10. All monetary grievances that have been resolved either by decision or through settlement shall be paid within twenty-one (21) calendar days of formal notification of the decision or date of settlement. If an Employer fails to pay a monetary grievance in accordance with this Section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, commencing the date of the grievant(s) notified the Employer of such non-payment.

ARTICLE 20
TIME CLOCKS

The Employer agrees that time clocks shall be installed and kept in proper working order so that there will be no misunderstanding about the Employee's time. The Employer, in all garages where Employees working under this Agreement are employed, shall cause to be posted upon the time clock the following:

"No Employee is permitted to rebate back to his/her Employer any part or portion of his/her wages and if an Employee is requested to do so, the Employee is instructed to report the matter within fourteen days to his/her Union officials, or to the Motor Carrier Labor Advisory Council, or the Chicago Regional Trucking Association, Inc."

ARTICLE 21
VETERANS

Employees enlisting or entering the military or naval service of the United States shall be granted all rights and privileges provided by applicable law.

ARTICLE 22
JURISDICTION AND PICK-UP AND DELIVERY LIMITATIONS

Dockmen

Section 1. No city driver, pick-up or delivery man, represented by any Teamster Local, International Brotherhood of Teamsters, AFL-CIO, shall be allowed to do any dock work in any of the Over-the-Road or long distance terminals that properly come under the jurisdiction of Local 710, International Brotherhood of Teamsters, AFL-CIO. No dock men or terminal spotters or hostlers

shall be permitted to do any city pick-up or delivery work which comes under the jurisdiction of any Teamster Local affiliated with the International Brotherhood of Teamsters, AFL-CIO.

Scope

Section 2. This Agreement shall cover and include within its terms all Employees engaged in dock work (other than at Over-the-Road or long distance terminals coming under the jurisdiction of Local 710) and all Employees engaged in deliveries and pick-ups made on behalf of or to any place of business of any Employer, including the hauling, use, or delivery of any goods, wares, merchandise, materials, or other things not presently covered by a written Collective Bargaining Agreement, with any other Union affiliated with the International Brotherhood of Teamsters, AFL-CIO. The Employer will recognize any relinquishment of jurisdiction between the Unions covered by this Agreement.

Limitations

Section 3. The Employer shall not permit any pick-ups from or any deliveries to any place of business owned or controlled by him or by any person which would be in violation of such Over-the-Road Agreement or this Agreement.

Area of Agreement

Section 4. Notwithstanding the bargaining unit created herein, all work of the Employer performed within the jurisdictional area of a Local Union shall be exclusively by Employees who are represented by that Local Union.

All work of the Employer performed in the area of Agreement, as hereinafter defined, shall be by Employees in the bargaining unit subject to the conditions set forth above, provided, however, that there may be one delivery of a solid load of steel as part of an Over-the-Road trip originating outside of the area of

Agreement, and one pick-up of a solid load of steel for Over-the-Road shipment destined outside of the area of Agreement, further provided that such pick-up or delivery shall not be in violation of the terms of the Over-the-Road Agreement relating to pick-ups and deliveries of a solid load at point of origin or destination. The area of Agreement is defined as follows:

> The present jurisdiction of Locals 142, 301 and 705 to a maximum of seventy-five (75) mile radius from the main Post Office in Chicago, Illinois, Gary, Indiana, and Waukegan, Illinois, and the present jurisdictions of Locals 179, 330 and 673.

Union Rights

Section 5. The Union reserves the right to unilaterally revoke and abrogate this provision relating to steel deliveries and pick-ups at any time if in its judgment it feels that it is being violated or abused by the Employer.

Jurisdictional Disputes

Section 6. In the event that any dispute should arise between Unions parties to this Agreement, or between any Union party to this Agreement and any other Union, relating to jurisdiction over Employees or operations covered by this Agreement, the Employer agrees to accept and comply with the decision of settlement of Joint Council No. 25, International Brotherhood of Teamsters.

Driver/Dock Combination

Section 7. Where not presently provided for, and upon mutual agreement between the Local Unions involved, the Employer has the right to establish driver/dock combination employees in terminals, irrespective of Local Unions' jurisdiction, which will not be in violation of this Agreement.

ARTICLE 23
ECONOMIC STANDARDS AND GENERAL CONDITIONS

Economic Loss and Maintenance of Standards

Section 1. (a) Employees now receiving wages, hours, vacations, benefits, or conditions of employment more favorable than those contained in this Agreement shall not suffer reductions nor loss thereof by virtue of this Agreement, nor shall any Employee secure lesser benefits than may accrue to him (including hourly rates, guarantees, etc.) under this Agreement.

(b) All conditions of employment in the Employer's individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. No other Employer shall be bound by the voluntary acts of another Employer when he may exceed the terms of this Agreement. Any disagreement between the Union and the Employer with respect to this matter shall be subject to the Grievance Procedure (Article 19). This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

(c) No Employer shall put into effect any new plan of an economic nature affecting Employees (such as incentive plans, sick leave schedules, piece rate plans, etc.) without first checking with and securing the approval of the Union.

Extra Agreements

Section 2. The Employer shall not enter into any agreement or contract with its Employees, individually or collectively, or with any Union which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

Work Week Reductions

Section 3. If either the Fair Labor Standards Act or the Hours of Service Regulations are subsequently amended so as to result in substantial penalties to either the Employees or Employer, a written notice shall be sent to either party requesting negotiations to amend those provisions which are affected.

Thereafter, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution. In the event the parties cannot agree on a solution within sixty (60) days, or mutually agreed extensions thereof, after receipt of the stated written notice, either party shall be allowed economic recourse.

Section 4. In the event an Employee shall suffer a suspension or revocation of his/her right to drive the Employer's equipment because of complying with the company's instruction which results in a succession of size and weight penalties or because he/she complied with his/her Employer's instruction to drive company equipment which is in violation of the D.O.T. regulations relating to equipment, and if the Employee has notified the Employer of the citation for such violations within a reasonable period of time after knowledge of the violation, the Employer shall provide employment to such Employee at not less than his/her regular earnings at the time of such suspension for the entire period thereof.

Bonds

Section 5. 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/she 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/her own bonding arrangements, standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by 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 canceled for cause which occurs during working hours, or due to the Employee having given fraudulent statement in obtaining said bond.

Passengers

Section 6. No Employee shall allow anyone, other than Employees of the Employer who are on duty, to ride on his/her 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 Employees from picking up other Employees, 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.

Garnishments

Section 7. In the event of notice to an Employer of a valid garnishment or impending garnishment the Employer shall not take any disciplinary action against the Employee for a reasonable period for the first three (3) garnishments during which period the

Employee shall adjust the same. After three (3) valid garnishments, disciplinary action (discharge in extreme cases) may be taken. No garnishment shall be used in the application of this Section after nine (9) months from the date of the service of such garnishment upon the Employer.

Non-Discrimination

Section 8. The Employer and the Union agree not to discriminate against any individual with respect to his/her hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, or national origin, nor will they limit, segregate or classify Employees in any way to deprive any individual Employee of employment opportunities because of his/her race, color, religion, sex, age, or national origin.

Alcohol and Drug Use

Section 9. While abuse of alcohol and drugs among our members/employees is the exception rather than the rule, the Chicago Area Teamsters Negotiating Committee and the Employers signatory to this Agreement share the concern expressed by many over the growth of substance abuse in American society.

The parties have agreed that the Drug and Alcohol Abuse Program will be modified in the event that further Federal legislation or Department of Transportation regulations provide for revised testing methodologies or requirements. The parties have incorporated the appropriate changes required by the applicable DOT drug testing rules under 49 CFR Parts 40 and 382, and agree that if new federally mandated changes are brought about, they too will become part of this Agreement. The drug testing procedure, agreed to by labor and management, incorporates state-of-the-art employee protections during specimen collection and laboratory testing to protect the innocent and ensures the Employer complies

with all applicable DOT drug and alcohol testing regulations.

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to procedures incorporated as an Addendum to this Agreement.

No Polygraph
Section 10. No Employee shall be required to take any form of lie detector test as a condition of continued employment.

Inspection and Employer Identification
Section 11. Employer representatives, if not known to the Employee, shall identify themselves to the Employee prior to taking disciplinary action. Safety or other Employer vehicles shall be identified when stopping Employer equipment.

Sick Leave or Personal Leave
Section 12. An Employee shall be entitled to three (3) days of sick leave with pay each contract year. Sick and/or personal leave not used by March 31st of any contract year will be paid out. The employee shall have the option of taking Personal Leave instead of Sick Leave on the same basis as above, with the employee giving the Employer seven (7) days advance notice.

Employees hired and placed on the seniority list after April 1, 1998 will earn one (1) Sick and/or Personal day after each sixty (60) days from the date the Employee is added to the seniority list, up to a maximum of three (3) days per contract year.

Jury Duty
Section 13. An Employee called to serve on a state or federal grand or petit jury shall receive as a maximum for each contract year, the difference between eight (8) hours straight time pay and the jury pay for a maximum of fifteen (15) days service.

Profit Sharing/Wage Reduction-Job Security Plans
Section 14. This Section shall no longer be applicable.

Shuttle Work
Section 15. It is recognized that the shuttle operation will be bid to perform the movement of loads between terminals and rail yard. However, where necessary, in order to protect customer needs, shuttle drivers may occasionally be required to pick up or deliver to a customer. However, where a shuttle driver is dispatched to a terminal in the jurisdiction of Locals 142, 179, 301, 330 or 673, then the shuttle driver shall go only to the Employer's terminal and not to a customer.

P & D Work
Section 16. It is recognized that the P & D operation will be to perform the pick up and delivery of traffic within the Chicago area. However, where necessary, in order to protect service, P & D drivers may be required to perform work within the shuttle operation if no P & D work is available.

Family and Medical Leave Act
Section 17. All employees who worked for the Employer for a minimum of twelve (12) months and worked at least 1250 hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993.

Eligible employees are entitled to up to a total of 12 weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child in foster care;

2. To care for a spouse, child or parent of the employee due to a serious health condition;

3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave. The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense. If the second opinion conflicts with the initial certification, a third opinion from a health care provider selected by the first and second opinion health care providers, at the Employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an unexcused absence.

As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job. In cases where employees fail to return to work, the provisions of this Agreement will apply.

It is specifically understood that an employee will not be required to repay any of the contributions for his/her health

insurance during FMLA leave. No employee will be disciplined for requesting or taking FMLA leave under the contract absent fraud, misrepresentation, or dishonesty.

Disputes arising under the provision shall be subject to the grievance procedure.

The provisions of this Section are in response to the federal FMLA and shall not supersede any state or local law which provides for greater employee rights.

Leave of Absence

Section 18. Any employee desiring leave of absence from employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for such leave shall not be unreasonably withheld.

During the period of absence, the employee shall not engage in gainful employment, except as provided in Article 18, Section 3 (Union Leave). Failure to comply with this provision shall result in the complete loss of seniority rights for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The Employee must make suitable arrangement for continuation of Health & Welfare and Pension Fund payments in accordance with Article 16, Section 2(f).

ARTICLE 24
MOVEMENT OF GARAGES

No Employer shall change the housing or location of its equipment in an effort to obtain different wages and working conditions than those prevailing in this Agreement. This Agreement in no way

restrains the Employer from transferring and changing its housing locations, but does make it compulsory for the wages and conditions of this Agreement to prevail. It is expressly understood that this Section applies to operations within the present confines of the Employer's field of operations. A transfer of equipment to a new location wherein the equipment at no time would be used on any of the operations or types of operations now in effect, would not make it compulsory for the wages and working conditions of this Agreement to prevail.

ARTICLE 25
REOPENING

In the event of war, declaration of emergency or imposition of mandatory economic controls, the adoption of a National Health Program, or any Congressional or Federal agency action which has a significantly adverse effect on the financial structure of the trucking industry, during the life of this Agreement, either party may re-open the same upon sixty (60) days prior written notice and request renegotiation of this Agreement directly affected by such action. Upon the failure of the parties to agree in such negotiations within the subsequent sixty (60) day period either party shall be permitted all lawful economic recourse to support their request for revision. If government 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 the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

ARTICLE 26
GOVERNMENT APPROVAL

If any provision of this Agreement which requires approval of a regulatory wage control agency of the federal government shall be disapproved in whole or in part by such agency the Agreement shall be automatically reopened by such act of disapproval and the parties shall enter into immediate negotiation for the purpose of reaching agreement on legally permissible alternatives. The Union shall have the right of economic recourse in support of its demands if agreement cannot be reached within thirty (30) days from the date of automatic reopening, notwithstanding any provisions of this Agreement to the contrary. The notices given by the Union in connection with current negotiations shall be considered and accepted as satisfying the notice provisions of federal law in connection with this Provision.

ARTICLE 27
FURNISHING LISTS

Any Employer Association signatory hereto shall, upon the request of the Union, furnish to the Union a list of the Association's membership on whose behalf the Association is bargaining and who are bound by this Agreement. The Association shall, from time to time, advise the Union of any new members authorizing it to bargain on their behalf and who are bound by this Agreement.

ARTICLE 28
SEPARABILITY, SAVINGS CLAUSE AND PRECEDENCE OF AGREEMENT

Section 1. If any Article or Section of this Agreement or of any Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or

enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby .

Section 2. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after the beginning of the period or invalidity or restraint, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

Section 3. This Agreement shall in all respects supersede and take precedence over all other agreements by and between the Employer and any other labor organization.

ARTICLE 29
CONTRACT TERM

Section 1. This Agreement shall be in full force and effect from April 1, 2003 to and including March 31, 2008, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

Section 2. Where no such cancellation or termination notice is served and the parties desire to continue this Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve the other a notice at least sixty (60) days prior to March 31, 2008, or March 31st of any subsequent contract year, advising that such party desires to revise or change terms and conditions of such Agreement.

Section 3. Revisions agreed upon or ordered shall be effective as of April 1, 2008, or April 1st of any subsequent contract year. The respective parties shall be permitted all legal or economic recourse to support their requests for revisions if the Parties fail to agree thereon.

SIGNED FOR THE UNION:

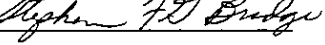
TEAMSTERS LOCAL UNION NO. 705

Secretary-Treasurer

President

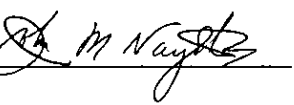
SIGNED FOR THE ASSOCIATION:

MOTOR CARRIER LABOR ADVISORY COUNCIL (MCLAC)

By: 

Title: President

CHICAGO REGIONAL TRUCKING ASSOCIATION (CRTA)

By: 

Title: Executive Director

SIGNED FOR THE EMPLOYER:

_____

Name of Employer

_____

Address of Employer

_____

Telephone No.

By:_____

Title:_____

Memorandum of Understanding

Re: Sexual Harassment

In recognition of Federal Law and/or present Equal Employment Opportunity Commission Policies with which the Companies must comply; it is mutually agreed that the Employer may remove an Employee from service immediately for proven sexual harassment. However, any such dispute is subject to the Grievance Procedure (Article 19) for final resolution.

Memorandum of Understanding

Re: Martin Luther King Day Holiday

It is mutually agreed that an Employee who wishes to observe Martin Luther King Day by not working shall be permitted to do so by the Employer. Those Employees shall be allowed the day off, without pay, provided the Employer is notified in writing at least seventy-two (72) hours in advance of the Employees intent to observe the holiday. The Employer shall have the right to limit the number of Employees that it allows off to observe the holiday in order to protect its operation.