

**FINAL TOK**  
**ARTICLE 26 – WAGES**  
**September 30, 2007**

**SECTION 1. Full-Time Local Cartage Employees**

- a. **Employees on the “Local Cartage” seniority list who have completed their progression as of the ratification of this Agreement shall receive an increase of sixty-five cents (65¢) per hour implemented in two equal installments: one-half shall be implemented in the first pay period following ratification and the second half will be implemented in the first pay period in July 2008.**

**In each of the calendar years 2009 through 2013, employees on the “Local Cartage” seniority list who have completed their progression shall receive the following increases which shall be implemented in two (2) equal installments: one-half shall be implemented in the first pay period in January and the second half will be implemented in first pay period after July 1 of each year.**

<b><u>2009</u></b>	<b><u>.70¢</u></b>
<b><u>2010</u></b>	<b><u>.75¢</u></b>
<b><u>2011</u></b>	<b><u>.80¢</u></b>
<b><u>2012</u></b>	<b><u>.85¢</u></b>
<b><u>2013</u></b>	<b><u>.90¢</u></b>

- b. **Employees on the “Local Cartage” seniority list who are still in progression on the ratification date of this Agreement shall remain in their current progression, and shall upon completion of that progression be eligible thereafter to begin receiving the hourly wage increases set forth in paragraph a. above.**

c. Employees entering a full-time Local Cartage job after ratification (whether promoted from part-time or as a new hire) shall be paid in accordance with the following progression when performing jockey, helper or dock work:

<u>Start</u>	<u>\$14.63</u>
<u>Seniority</u>	<u>\$15.68</u>
<u>Twelve (12) months</u>	<u>\$16.72</u>
<u>Twenty-four (24) months</u>	<u>\$18.81</u>
<u>Thirty-six (36) months</u>	<u>Top Rate</u>

When an employee completes the above progressions they shall be eligible thereafter to begin receiving the hourly wage increases set forth in paragraph a. above.

d. Employees entering a full-time Local Cartage job after ratification shall be paid in accordance with the following progression when performing local driving work:

<u>Start</u>	<u>\$15.05</u>
<u>Seniority</u>	<u>\$16.13</u>
<u>Twelve (12) months</u>	<u>\$17.20</u>
<u>Twenty-four (24) months</u>	<u>\$19.35</u>
<u>Thirty-six (36) months</u>	<u>Top Rate</u>

When an employee completes the above progressions they shall be eligible thereafter to begin receiving the hourly wage increases set forth in paragraph a. above.

## SECTION 2. Full-Time Road Employees

- a. Employees on the "Over the Road" seniority list who have completed their progression as of the date of ratification of this Agreement shall receive an increase of .0163 dollars per mile implemented in two equal installments: one-half shall be implemented in the first pay period following ratification and the second half will be implemented in the first pay period in July 2008.

In each of the calendar years 2009 through 2013, employees on the "Over the Road" seniority list who have completed their progression shall receive the following increases which shall be implemented in two (2) equal installments: one-half shall be implemented in the first pay period in January and the second half will be implemented in first pay period after July 1 of each year.

2009	.0175¢
2010	.0188¢
2011	.0200¢
2012	.0213¢
2013	.0225¢

b. Employees still in progression on the effective date of this Agreement shall remain in their current progression, and shall upon completion of that progression be eligible thereafter to begin receiving the mileage rate increases set forth in paragraph a. above.

c. Employees first entering the "Over-the-Road" driver classification after ratification of this Agreement will be paid in accordance with the following progression.

	Start	Seniority	12 Months	24 Months	36 Months
<u>Single</u>	<u>.3807</u>	<u>.4079</u>	<u>.4350</u>	<u>.4894</u>	<u>Top Rate</u>
<u>Sleeper (per dvr.)</u>	<u>.2057</u>	<u>.2204</u>	<u>.2351</u>	<u>.2645</u>	<u>Top Rate</u>
<u>Triple</u>	<u>.3878</u>	<u>.4155</u>	<u>.4432</u>	<u>.4986</u>	<u>Top Rate</u>
<u>Sleeper Triple (per dvr.)</u>	<u>.2092</u>	<u>.2242</u>	<u>.2391</u>	<u>.2690</u>	<u>Top Rate</u>

Upon completion of this progression, the road driver shall be eligible thereafter to begin receiving the mileage rate increases set forth in paragraph a. above.

**SECTION 3. Part-time Employees**

- a. Part-time employees who have completed their progression as of the ratification of this Agreement shall receive an increase of sixty-five cents (65¢) per hour implemented in two equal installments: one-half shall be implemented in the first pay period following ratification and the second half will be implemented in the first pay period in July 2008.

In each of the calendar years 2009 through 2013, part-time employees who have completed their progression shall receive the following increases which shall be implemented in two (2) equal installments: one-half shall be implemented in the first pay period in January and the second half will be implemented in first pay period after July 1 of each year.

<u>2009</u>	<u>.70¢</u>
<u>2010</u>	<u>.75¢</u>
<u>2011</u>	<u>.80¢</u>
<u>2012</u>	<u>.85¢</u>
<u>2013</u>	<u>.90¢</u>

- b. Part-time employees still in progression on the effective date of this Agreement shall complete that progression and shall be eligible thereafter to begin receiving the hourly wage increases set forth in paragraph a. above.

- c. Part-time employees hired after ratification of this Agreement shall be paid in accordance with the following:

<u>Start</u>	<u>\$10.50</u>
<u>Twelve (12) months</u>	<u>\$12.00</u>
<u>Twenty-four (24) months</u>	<u>\$13.50</u>
<u>Thirty-six (36) months</u>	<u>Top Rate</u>

Once a part-time employee completes that progression, he shall be eligible thereafter to begin receiving the hourly wage increases set forth in paragraph a. above.

#### SECTION 4. Retroactive Compensation

Within thirty (30) days of the ratification of this Agreement, the Company shall pay to those full time "Local Cartage" employees on the payroll at that time a lump sum amount equal to fifty cents (\$0.50) times the number of hours worked from the first day of the first pay period in 2007 through the date that the pay increases in this Article are made effective. The fifty cents (\$0.50) shall become a part of the employee's base wage rate at the same time that the general wage increases in this Article are made effective. Road drivers will similarly receive a lump sum retroactive payment based on an increase of 1.25 cents per mile increase in their mileage rate. Part time employees on the payroll at the date of ratification shall receive the same fifty cents per hour retroactive lump sum payment.

#### Section 5. Paid for Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Time shall be computed from the time an employee reports and is available until the time he is effectively cleared from duty. Road drivers will be paid on a mileage basis for miles driven and for time incidental to the performance of driving duties, including, but not limited to, any rest breaks to which the employee may be entitled, pre-trip inspections, in-route breaks, in-route tire checks, logging, post trip inspection, vehicle condition report, traffic delays, AVR arrival/dispatches, reporting of breakdown, reporting of accidents, tractor wash, check bay time, reefer checks and pre-trip shop time. Except as otherwise specified in this Agreement, all other time spent by a road driver on the clock shall be compensated at the applicable local cartage wage rate.