

**NATIONAL MASTER FREIGHT
NEGOTIATIONS
TENTATIVE AGREEMENT**

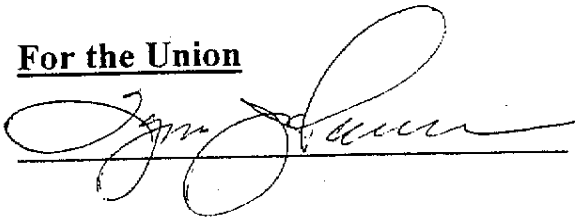
**2008 NMFA Negotiations
12/12/07**

PPA Pension Proposal Outline

National Committee to hold back a portion of the national fringe benefit increase amounts each year to pay for any surcharges legally imposed by the PPA during the term of the agreement. The held back amount will be sufficient to pay for any surcharge amount imposed by the PPA on a Fund in critical ("red") status. The parties will require Funds to certify on an annual basis whether they will be in critical status during the upcoming contract year. For those Funds certifying that they will not be in critical status, the held-back amount will be released to the appropriate supplemental negotiating committee for typical allocation between health and welfare and pension. For those Funds certifying that they will be in critical status (as well as those Funds failing to certify regarding their status), the parties will hold back and designate the appropriate surcharge amount from the hold-back. In the event the holdback amount is greater than the surcharge for a Fund, the remaining amount will be released to the appropriate supplemental negotiating committee for allocation between health and welfare and pension. It is the intent of the parties that any surcharge must first be subtracted from the negotiated \$1.00 annual increase in the rate, prior to the allocation between the health and welfare and pension funds.

The parties' intent is that the negotiated rate increases in the NMFA are sufficient to cover any potential surcharges, unless otherwise required by law.

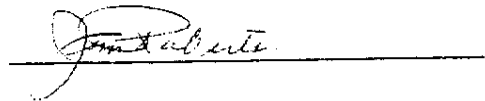
For the Union



Date

12/12/07

For the Employer



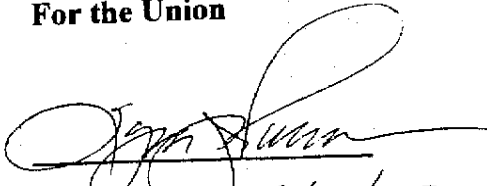
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12/12/07

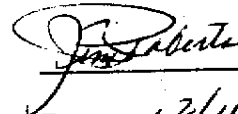
**MEMORANDUM OF UNDERSTANDING
REGARDING IMPLEMENTATION OF THE UTILITY EMPLOYEE**

In deleting the Premium Service Operations language from Article 18, the parties agree that any current premium service operation in effect at the commencement of the 2008-2013 NMFA shall be immediately converted to a Utility Employee operation under Article 3, Section 7, and such existing operations shall remain in effect until the Employer proposes an alternative. Current premium service positions may be re-bid in accordance with Article 3, Section 7 within thirty (30) days of ratification of the 2008-2013 NMFA.

For the Union


Date: 12/11/07

For the Employer


Date: 12/11/07

MEMORANDUM OF UNDERSTANDING
ARTICLE 16, SECTION 8

ARTICLE 16, Section 8

Concept: Rewrite and update entire section.

Priority: Housekeeping

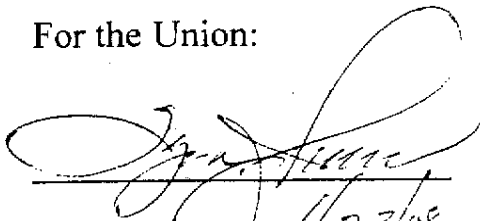
Discussion: Replace this document with the Company's documented hazmat training program.

Proposed Contract Language:

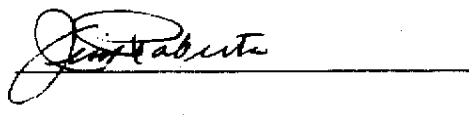
Change to read as follows:

The Employer agrees to provide a copy of their written Hazardous Material Communication Program to all affected employees and is 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 this 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 of pay.

For the Union:


Date: 4/23/08

For the Employer:


Date: 4/23/08

**MEMORANDUM OF UNDERSTANDING
ARTICLE 29, SECTION 6 –PREFERRED COMPANIES**

This Memorandum of Understanding is entered into between the employers signatory to the 2008 – 2013 National Master Freight Agreement (“NMFA”) (each the “Employer”) and the Teamsters National Freight Industry Negotiating Committee to address issues involving a Preferred Company under Article 29, Section 6 of the NMFA (“Preferred Company”). The parties to this Memorandum of Understanding agree to the following:

Types of Freight: For purposes of Article 29, Section 6 of the NMFA, the freight handled by a Preferred Company shall be divided into two (2) types: (1) NMFA Freight and (2) Non-NMFA Freight. The parties may consider and approve other types of freight by mutual agreement.

NMFA Freight: NMFA Freight shall be defined as any freight within the Employer’s control including (a) freight from the Employer’s existing rail origin points as described in Article 29, Section 3, and (b) overflow freight where no regular drivers are available at the Employer’s origin location. The Employer’s use of one or more Preferred Companies for NMFA Freight shall not exceed the percentage limitations set forth in Article 29, Section 6. In the event a Preferred Company is used to handle NMFA Freight, the protections for the Employer’s road drivers shall be as provided in Article 29, Section 6.

Non-NMFA Freight: Non-NMFA Freight shall be defined as traditional truckload freight that is not currently handled, in whole or in part, by the Employer, including any freight handled by the Preferred Company as of the date of this Memorandum and any new business acquired thereafter. Preferred Companies may handle Non-NMFA Freight without limitation and without regard to the percentage caps and driver protections set forth in Article 29, Section 6.

A Preferred Company’s Operations:

The following defines a Preferred Company’s operations:

1. There shall be no diversion of NMFA Freight. It shall be deemed a diversion of work in violation of the NMFA when work presently and regularly performed by, or hereafter assigned to, employees of a TMI NMFA Employer has been lost and the lost work is being performed in the same manner (including transportation by owner-operators and independent contractors) by a Preferred Company at any time. The Employer shall have the burden of disproving that a diversion has occurred.

2. A Preferred Company shall transport less-than-truckload (LTL) and truckload freight which had previously been consigned to carriers covered by the National Master Freight Agreement (“NMFA”) and hauled by rail. No pickups or deliveries to or from shippers shall be performed

by the Employer on freight previously hauled by rail. The freight previously hauled by rail shall be handled as follows:

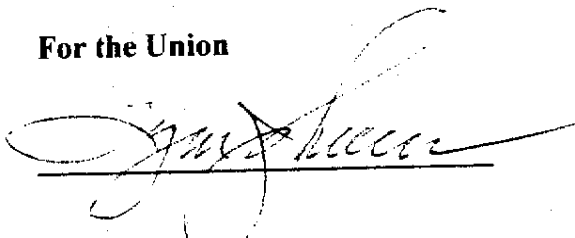
- a. A Preferred Company shall transport truckload and/or LTL freight from the point of origin to the point of destination with no intermediate stops for pick ups or deliveries.
 - b. A Preferred Company shall transport truckload shipments from one terminal location to another terminal with no intermediate pickups or deliveries in between.
 - c. A Preferred Company shall transport truckload traffic to include all products in vans, flatbeds, and refrigerated units shipped as master billed truckload and/or rail or sea containers.
3. A Preferred Company's operation may not compete with carriers covered by the NMFA and cannot become a LTL carrier by handling LTL freight.
4. Employees of a Preferred Company shall not be permitted to perform dock work or city pickup or delivery service, shuttle or hostling functions that are performed by NMFA carrier employees.
5. Nothing in this Memorandum of Understanding is intended to preclude a Preferred Company from handling non-NMFA truckload shipments which may require multiple stops.

Exchange of Freight: The Employer may exchange freight, including making trailers available for pick-up or drop-off, with a Preferred Company at the Employer's terminal facilities in areas specifically designed for such exchange. In the event that the Employer does not exchange freight at a specific area at its terminal, the Employer shall not be required to shuttle trailers to a Preferred Company's location or an off-site drop location.

Disputes: All disputes arising under this Memorandum of Understanding shall be referred for resolution to National Review Committee.

Preferred Companies: Preferred Companies are set forth on the list in Appendix A hereto. A Preferred Company shall have rates and an operational structure that are acceptable to the Employer. The parties may by mutual agreement add a company to the Preferred Company list. Either party may remove a Preferred Company from the list at any time.

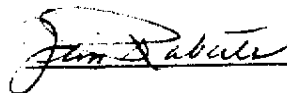
For the Union



Date:

12/8/07

For the Employer



Date:

12/08/07

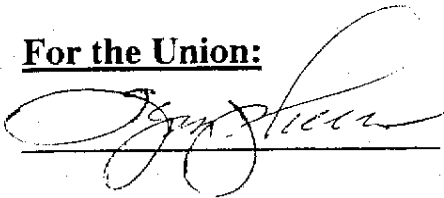
**MEMORANDUM OF UNDERSTANDING
ARTICLE 29, SECTION 6
NON-TEAMSTER PURCHASED TRANSPORTATION**

This Memorandum of Understanding is entered into between the employers signatory to the 2008-2013 National Master Freight Agreement ("NMFA") (each the "Employer") and the Teamsters National Freight Industry Negotiating Committee to address issues involving non-Teamster Purchased Transportation under Article 29, Section 6 of the NMFA. The parties to this Memorandum of Understanding agree to the following:

1. Each signatory Employer to the NMFA shall be permitted to use non-Teamster drivers for 10% of the annual over-the-road purchased transportation substitute service authorized by Article 29, Section 6 of the 2008-2013 NMFA to transport freight previously hauled by rail under Article 29, Section 3 and overflow freight where no regular drivers are available at the Employer's origin location.
2. With regard to any freight transported by non-Teamster drivers, the Employer shall report in writing on a monthly basis to each Local Union affected with a copy to the National Freight Director and Area Freight Coordinators, the number of trailers tendered to any non-Teamster driver. The Employer also shall report the origin, destination, trailer/load number, trailer weight and the time the trailer/load leaves the Employer's yard.
3. The Employer shall, on a quarterly basis, send to the office of the National Freight Director a report containing the total number of miles the Employer utilized non-Teamster drivers under Article 29, Section 6.
4. The Employer shall maintain sign-in and sign-out records at terminals which the Employer must require the non-Teamster drivers to fill-out and sign. All non-Teamster drivers used for over-the-road substitute service must record their name, home domicile, origin, destination and arrival and/or departure times. The Employer shall make available upon written request of a Local Union information regarding the destination of loads and/or where loads were loaded.

5. For the first six (6) months of the 2008-2013 NMFA, the Employer will not be required to pay a fee for each trailer/load transported by non-Teamster drivers under Article 29, Section 6. After the first six (6) months of the effective date of Article 29, Section 6, the Employer will be required to pay a fee in the amount of \$35.00 to the Central States Health Welfare and Pension Funds (the allocation between the health and pension funds will be determined by the Central States Over-the-Road Supplemental Negotiating Committee) for each trailer/load transported by non-Teamster drivers under Article 29, Section 6. Beginning the third year of the NMFA and through the fourth year, the Employer will be required to pay a fee of \$45.00 to the Central States Funds for each trailer/load transported by non-Teamster drivers. At the beginning of the fifth year of the NMFA, the Employer shall be required to pay \$50.00 to the Central States Funds for each trailer/load transported by non-Teamster carrier.

For the Union:



Date: _____

7/23/08

For the Employer:



Date: _____

**MEMORANDUM OF UNDERSTANDING
ARTICLE 29, SECTION 6 – PREFERRED COMPANIES**

This Memorandum of Understanding is entered into between the employers signatory to the 2008-2013 National Master Freight Agreement (“NMFA”) (each the “Employer”) and the Teamsters National Freight Industry Negotiating Committee to address issues involving a Preferred Company under Article 29, Section 6 of the NMFA (“Preferred Company”). The parties to this Memorandum of Understanding agree to the following:

1. A Preferred Company used by a signatory NMFA employer shall not give wages and/or benefits to its nonunion employees which are equal to or exceed the wages and/or benefits contained in any collective bargaining agreement which may be negotiated between TNFINC and a Preferred Company.

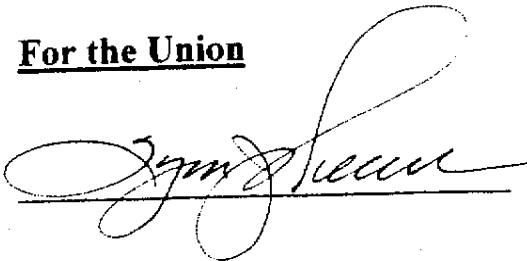
2. A Preferred Company must agree to the following Card Check and Neutrality provision in the event the Teamsters Union attempts an organizing campaign:

The Employer agrees that as soon as the Union shows the Employer valid authorizations signed by the majority of drivers, the Employer will recognize the Union as the exclusive bargaining representative of those employees. The Employer agrees to remain neutral in the event that the Union seeks to represent unrepresented employees of the Employer. Neutrality means that the Employer will make no statement or take action opposing or advocating unionization. The Employer shall not demean the Union as an organization or its representatives as individuals. The Employer will inform all managerial employees and supervisors of their obligation under this neutrality agreement and will take prompt action to correct any violation of this Agreement.

3. A Preferred Company cannot create a company or utilize another company to perform dock work and/or local cartage work.

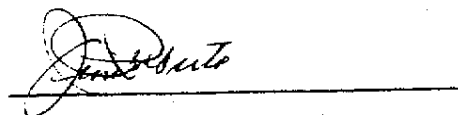
4. In the event that a Preferred Company needs to have dock work and/or local cartage work performed, a Preferred Company must use a TMI NMFA employer to perform such work.

For the Union



Date: 12/18/07

For the Employer



Date: 12/18/07

Letter of Understanding

The Company proposes to evaluate a new method of performing city equipment preventive maintenance and minor equipment related repairs on city equipment at specific locations.

Additional locations, other than the following present approved locations, will be added as long as mutual agreement is reached between TNFINC and the Company.

Springfield, MO
Cincinnati, OH
Winston Salem, NC
Maybrook, NY

Salt Lake City, UT
Denver, CO
Kansas City, KS

The Company proposes to attempt to solicit equipment related preventive maintenance and other minor repairs to the general public. This work would be in addition to the work already being performed at a location.

The Company also proposes that if one of the Yellow Roadway companies (YRC) has available shop/garage facilities in a location where one or more other YRC Companies do not have shop/garage facilities, the location without a shop/garage may "outsource" city equipment related PM and minor repairs to a YRC Company with shop/garage facilities.

It is also understood and agreed between the parties that no Company mechanics will be sent off-site from a shop location to make repairs or perform preventive maintenance. This agreement is for preventive maintenance on city equipment that is taken to an operating company's shop/garage location. Pick-up and delivery of all equipment will be handled by the operating company that owns the equipment or outsourced to a third party provider for transportation needs.

The Company proposes this Letter of Understanding stay in effect as written. Either party may cancel this agreement with 30 days written notice to the other party.

It is understood that any "outsourced work" will not be subject to claim by the local union. In this case, "outsourced work" covers any work not performed by the bargaining unit prior to implementation of this proposal.

This Letter of Understanding is not intended to violate the NMFA, a supplemental agreement, addendum, rider, or other L.A. agreement.



DON. PABST
Vice President, Equipment Services



GORDON SWEETON
International Brotherhood of Teamsters

Date: Nov 24, 2007

Date: Nov. 28, 2007

City equipment is defined as city tractors, city trailers, straight trucks, forklifts, switchers (yard tractors), pickup trucks, and city dollies.

LETTER OF UNDERSTANDING

Random Alcohol Testing

Article 35, Section 4 — NMFA

This Letter of Understanding is entered into between the ABF Freight System, Inc. ("ABF") and the Teamsters National Freight Industry Negotiating Committee ("TNFINC"). The ABF and TNFINC do hereby agree to the following:

1. Any employee testing at or above the state DWI/DUI limit on a random alcohol test, which is given prior to the employee being given his/her work assignment and/or dispatch, shall be granted reinstatement on a one (1)-time, lifetime basis if the employee successfully completes a program of evaluation and/or rehabilitation as prescribed by the substance abuse professional ("SAP"). The SAP will evaluate the employee, and, if necessary, refer him/her to a treatment program that has been approved by the applicable Health and Welfare Fund, where such is the practice. Any cost of evaluation and/or rehabilitation over and above that paid by the applicable Health and Welfare Fund must be borne by the employee. To qualify for the one (1)-time, lifetime

reinstatement opportunity, the employee, who tested positive at or above the state DWI/DUI limit, must not have had a previous positive alcohol test with a result of 0.04% BAC or greater at any time.

(a) This Letter of Understanding does not apply to over-the-road drivers on layover or those employees not subject to random alcohol testing prior to the start of their shift.

2. Any employee testing positive at or above the state DWI/DUI limit after receiving his/her work assignment and/or dispatch will be subject to discharge as set forth in Article 35 of the National Master Freight Agreement with no evaluation/rehabilitation opportunity.
3. Eligible employees electing the one (1)-time, lifetime evaluation and/or rehabilitation must notify the Company within ten (10) day of being notified by the Company of a positive random alcohol test which resulted in the BAC at or above the state DWI/DUI limit. The evaluation process and/or rehabilitation program must take a minimum of ten (10) days. The employer must begin the evaluation process and/or rehabilitation program within fifteen

(15) days after notifying the Company. The employee must request reinstatement promptly after successful completion of the evaluation process and/or rehabilitation program as prescribed by the SAP. After the minimum ten (10) day period of evaluation and/or rehabilitation, the employee may request reinstatement, but must first provide a negative return-to-duty alcohol test with a result of less than 0.02% BAC, using an Evidential Breath Testing ("EBT") device, to be conducted by a Breath Alcohol Technician ("BAT") of the Employer's choice, before the employee can be reinstated. Any employee choosing to protest the discharge must file a protest under the applicable Supplement. After the discharge is sustained, the employee must notify the Company within ten (10) days of the date of the decision of his/her desire to enter the evaluation process and/or rehabilitation program.

4. While undergoing treatment, the employee shall not receive any of the benefits provided by the National Master Freight Agreement or Supplements thereto except the continued accrual of seniority.


5. Before reinstatement after the minimum ten (10) days period the employee must have successfully completed any recommended treatment and submitted to a return-to-duty alcohol test with a result of less than 0.02% BAC. The employee will be subject to at least six (6) unannounced follow-up alcohol tests in the first year, as determined by the SAP.


(a) Return-to-duty alcohol test uses an EBT device administered by a BAT and the employee must complete the test with a result of less than 0.02% BAC, after having been evaluated by a SAP and having successfully completed treatment.

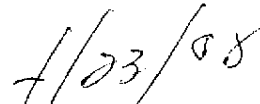
(b) Follow-up alcohol testing shall mean those unannounced alcohol tests required (minimum of six (6) in a twelve (12) month period) when an employee has tested positive for alcohol and has been evaluated by the SAP, completed treatment, and returned to work. The SAP has the authority to order any number of follow-up alcohol tests and to extend the twelve (12) month period up to sixty (60) months.

6. If, at any time (under the terms of the present and any successor National Master Freight Agreements), an employee who has availed him/herself of the one-time, lifetime reinstatement under the terms of this Letter of Understanding tests positive at 0.04% BAC or greater refuses to submit to an alcohol test, said employee shall be subject to discharge.
7. The one-time, lifetime reinstatement opportunity available to eligible employees under the terms of this Letter of Understanding is in addition to the one-time, lifetime reinstatement opportunity available to eligible employees for a positive drug test under Article 35, Section 3(J).

By and on Behalf of TNFINC

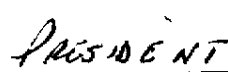

Name

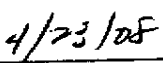

Title


Date

By and On Behalf of ABF


Name


Title


Date