

BLAST FAX

TO: LOCAL UNIONS: 17, 20, 24, 25, 28, 41, 61, 63, 71, 81,  
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Walter A. Lytle, Central Region Freight Coordinator -  
(LU 414)

Daniel A. Virtue, Eastern Region Freight Coordinator -  
(LU 776)

Ken Bryant, Southern Region Freight Coordinator - (LU  
745)

Ralph J. Taurone, Western Region Freight Coordinator -  
(WRT)

FROM: Tyson Johnson, International Vice President &  
Director, National Freight Division

DATE: February 3, 2006

Re: Roadway Express, Inc. - MR-CO-01-02/2006

The following is the decision from the Roadway Express Multi-Region Change of Operations, which was heard at a special hearing, February 1, 2006, at the Sheraton Gateway Suites, Rosemont, IL.

The Company's proposed change of operations has been approved as clarified, modified and stipulated by the Company on the record with the following provisions:

1. The Company's proposed method of bidding and the date of February 19, 2006, beginning at 0900 hours CST as the date and time of the telephone bid and the date of March 12, 2006, as the date of implementation are approved provided, however, the Company shall furnish all the information requested on the record by the various Local Unions no later than 5:00 p.m. February 3, 2006. Both the road portion and the city portion of the change shall be bid simultaneously.

2. The date of October 31, 2005, shall be the date to determine active and inactive status for purposes of bidding and shall also be the date to determine new hires who shall not be eligible to bid under this decision.

3. Employees shall exercise their present bidding and layoff seniority date for purposes of bidding under this decision and shall be dovetailed onto the applicable seniority list at the location they bid into using that seniority date; provided however, employees bidding into gaining local cartage, switcher and office clerical positions in Chicago (Local 710) shall be endtailed on the Local 710 applicable seniority list and shall be given a bidding and layoff seniority date of March 12, 2006, but shall retain their current seniority date for vacation purposes, and shall be ranked among other employees bidding into Chicago in accordance with their ranking on the master dovetail seniority list they are bidding off of.

4. Gaining switching and local dock/cartage positions shall be bid separately at the time of the original telephone bid; provided however, successful bidders shall be subject to the local seniority practices at the location they bid into for purposes of job selection. The Company is instructed to make these seniority practices available to all losing affected Local Unions prior to the bidding date.

5. Employees on letter of layoff at a gaining location shall not be allowed to exercise their seniority to bump a less senior employee who bids into that location as an active employee unless and until such time as he is recalled to regular employment by letter of recall at which time he shall be dovetailed on the active seniority list.

6. Employees bidding into an Eastern Region location that has a single line seniority (common road and local cartage seniority list) must remain in the classification they bid out of for a period of one (1) year unless the next annual bid at that location occurs at least nine (9) months after the date of implementation.

7. Employees bidding into Columbus, Ohio (Local 413) shall be subject to the Local 413 seniority practice and the Company is instructed to make a copy of that practice available to all losing affected Local Unions prior to the bidding date.

8. Employees bidding into Cleveland (Local 407) shall be subject to the Local 407 seniority practice and the Company is instructed to make a written copy of this practice available to each of the losing affected Local Unions prior to the bidding date.

9. Southern Modified Seniority shall be exercised in accordance with the Southern Region Over-the-Road negotiating committee's agreement of July 27, 1999, and shall become effective following the implementation and the date the employee first punches in.

10. Qualified bidders who are on long-term disability (LTD) at the time of the bid shall be allowed to bid and in the event they are not able to claim their bid on the date of implementation the position they bid into shall be offered on a hold-down basis to other employees in the same classification at the affected losing domicile. The successful hold-down bidder shall be dovetailed on the applicable seniority list at the location they bid into until such time as the LTD bidder is able to claim his bid, at which time the hold-down employee will be afforded the opportunity to either return to the location he bid out of with full dovetail seniority or remain at the hold-down location, in which case he will be given a new bidding and layoff seniority date as of the date the hold-down began but shall retain his present bidding and layoff seniority date for vacation purposes. Employees bidding a hold-down position shall not be entitled to any moving or lodging expenses set forth in Article 8, Section 6 unless and until such time as it becomes evident the LTD employee will never return to work, in which case the hold down bidder will be considered as a successful bidder at the time of the original bid and shall be entitled to all of the provisions of this decision.

11. Employees who have been discharged and whose discharge is pending resolution under the applicable provisions of the NMFA and its Supplemental Agreements shall be afforded the opportunity to bid.

12. A local cartage employee (dock/cartage) who elects to bid into a gaining location where it is mandatory to be CDL qualified and who is not CDL qualified, shall be afforded the opportunity, during the sixty (60) consecutive day period following the date of implementation, to train to become CDL qualified. The employer shall provide appropriate personnel and equipment to train the employee at the employee's present domicile unless otherwise mutually agreed to. In the event the employee fails to become CDL qualified he shall forfeit his bid and remain at his present domicile.

13. In order to bid into a gaining over-the-road location that requires a driver to be triples certified, the driver must be triples certifiable and become certified as soon as possible.

14. Re-bidding at each of the affected locations will be conducted within sixty (60) days following the date of implementation; provided, however, primary runs that are reversed by virtue of this decision will be re-bid at the time of implementation as stated by the Company on the record. In addition, existing bids will not be affected by this decision.

15. Those over-the-road domiciles that were previously designated as Article 29, Section 3 domiciles for purposes of driver protection under a decision rendered by the National Intermodal Committee shall not have their earnings protection modified by this decision, other than as specifically provided under the provisions of Article 29, Section 3 (c) 2, paragraph 4 of the NMFA. New road domiciles established by this decision shall be subject to the provisions of Article 29, Section 1 of the NMFA as stipulated and agreed to by the Company on the record.

16. Any driver affected by this decision that is presently protected under the \$700.00 per week provisions of Article 29, Section 3 of the NMFA and a National Intermodal Committee decision shall continue to enjoy that earnings protection at the location they bid into under this decision. This provision shall not have any effect on any other driver at the location the affected driver bids into who was not previously protected by a decision rendered by the National Intermodal Committee. However, any such protected driver who is afforded the opportunity and has enough seniority to relocate under this decision but elects to remain at his present domicile where his seniority will not allow him to remain active shall forfeit the \$700.00 earnings protection he had been entitled to.

17. Employees transferring from the jurisdiction of one Supplemental Agreement to that of another Supplemental Agreement shall not lose their entitlement to earned vacation in accordance with the applicable Letter of Understanding.

18. In accordance with the specific provisions of Article 8, Section 6 (a) paragraph 4 of the NMFA, pension and health and welfare contributions paid on behalf of a re-domiciled employee shall continue to be paid into each of the respective trusts such contributions were being paid into immediately prior to the date the employee relocates.

19. Full time Teamster officers, business agents and organizers who have seniority rights to return to the Company shall be allowed to bid and if successful must claim that bid at the time they cease to be a full time officer and/or business agent or forfeit their bid.

20. Based on the fact the number of gaining and losing positions involved in the cartage, switcher and office clerical positions are equal and on the fact the Company will have need to hire additional road drivers, which are in addition to any new hires necessary under the applicable provisions of a Supplemental Agreement, and on the Company's commitment to hire these additional employees in a timely manner, there shall not be a window period. However, the Committee shall retain jurisdiction of this decision for 18 months to resolve any disputes relative to the implementation and administration of this decision. As stated by the Company on the record the Company will either recall or hire new employees at those gaining locations where the number of transfer opportunities do not fill.

21. The provisions of Article 5, Section 5 of the NMFA shall be extended to all classifications of employees affected by this decision.

22. As stipulated to by the Company on the record at those locations where two and three bid workweeks are implemented, affected employee's pension, health and welfare contributions and vacation entitlement shall be calculated on five days each week.

23. In the event a successful local cartage bidder has to renew his CDL because of this decision when moving from one state to another state and as a result he suffers a loss of his driving privileges pending a background check provided he applies for the renewal in a timely and appropriate manner, he shall be afforded other work during the period of the delay for which he is qualified.

24. Based on the commitments of the Company on the record and based on the specific facts involved in this particular change of operations, employees, who bid out of terminals which go into a hiring mode in the successful bidders' classification within the 90-day period following implementation, shall have retreat rights back to the terminal they bid out of. (This does not apply to laid off employees.) The Committee shall retain jurisdiction over this provision during the 90-day period.

25. A sub-committee of one representatives from Local Unions 710, 776, and 377 and three representatives of the Company are appointed to review and monitor the legitimacy of the Chicago Heights, Harrisburg run over the previous North Lima operation to determine if this run can be made in accordance with DOT Hours of Service Regulations with regularity and if not, the sub-committee is instructed to report back to the Committee and the Company will

be afforded the opportunity to determine an alternate point of dispatch to bring this run into compliance with DOT Hours of Service Regulations.

26. The request of Local 391 that the affected 391 employees who will be offered transfer opportunities under this decision be excluded from the pool bidding and be allowed to follow work being transferred as requested by Local 391 on the record is specifically denied.

27. At those locations that are gaining mechanics and office clerical employees and there are White Paper Agreements that provide that employees transferring in will be end tailed, successful bidders shall be end tailed on the appropriate seniority list.

28. As stated by the Local Union and the Company on the record, those positions in Buffalo, New York, Local 375, that are red circled for purposes of bidding only shall not be affected by this decision.

29. Based on the Company's statements and commitments on the record relative to providing work opportunity for those road drivers transferring into Atlanta, the request of Local 728 to reduce the number of transfer opportunities is specifically denied.

30. Moving and lodging expenses shall be paid in accordance with the provisions of Article 8, Section 6 (c) of the NMFA; provided however, the Company's proposal to pay, on an individual voluntary basis, \$3,150.00 less applicable tax withholdings in lieu of lodging expenses is approved.

31. Nothing contained herein is intended to be in violation of the terms of the NMFA or any of its applicable Supplemental Agreements.

cc: James P. Hoffa, General President  
C. Thomas Keegel, General Secretary-Treasurer  
Leo Deaner, Executive Assistant to the General President  
James A. McCall, Special Counsel, IBT Legal Department