

AGREEMENT
(DRIVERS AND DOCK WORKERS)

THIS AGREEMENT made and entered into by and between STONE CONTAINER CORPORATION, a wholly owned subsidiary of SMURFIT-STONE CONTAINER CORPORATION, MANSFIELD, OHIO, hereinafter referred to as the 'EMPLOYER', and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (IND.), hereinafter referred to as the "UNION", party of the second part.

ARTICLE 1
RECOGNITION

- 1.1 The Employer recognizes the Union as the sole exclusive bargaining agent for the Dock Workers, and Truck Drivers.
- 1.2 The Employer shall not ask members of the Union to enter into any Agreement in conflict with this Agreement.
- 1.3 The Union agrees that only warehouse persons, loaders, checkers, dockpersons, lift truck operators and platform persons who load and unload trucks, truck drivers, and fleet mechanics shall be eligible for membership in the Union.
- 1.4 The Employer agrees that all employees covered by this Agreement shall be required to join and remain in good standing of the Union as a condition of employment on or after the 60th day of actual work, from this date forth.
- 1.5 The Employer agrees to notify the Union in writing as to the date of original employment and such notification shall be given forty-eight (48) hours after the date of hiring.
- 1.6 All new employees shall receive a probationary period of sixty working days and shall not accrue seniority during that period. The Company at its discretion may layoff, or dismiss said probationary employee. The dismissal of a probationary employee shall not be subject to the grievance procedure. The employees retained at the expiration of the sixty (60) day period shall become employees and shall be credited with seniority from the date of hire.

ARTICLE 2
CHECK-OFF

- 2.1 The Employer agrees to deduct the monthly dues and initiation fees as specified by the Union from the wages of all employees covered by this Agreement: provided however, that such employees shall first have signed a written authorization to the Employer for such deductions as set forth above. It is understood that such authorizations may be revoked by said employee upon the giving of a ten (10) day written notice to the Employer and the Union. A check-off list together with the amount shall be furnished by the Union to the Employer and the list together with the amount deducted shall be forwarded to the Union.

ARTICLE 3
HOURS

- 3.1 Eight (8) hours shall constitute a scheduled day's work. All time worked in excess of eight (8) hours shall be paid for at the rate of time and one-half. All time worked in excess of forty (40) hours shall be paid for at the rate of time and one-half the regular rate of pay, but not both, whichever is the greater. The Company agrees to pay time and one-half the employee's base rate for all hours worked prior to the start of his or her regularly scheduled starting time provided that the employee completes his or her scheduled shift.

All time worked in excess of twelve (12) hours per day shall be paid at the rate of double time.

- 3.2 When overtime is required on a normal scheduled workday, the senior checker loader in point of service working on the shift where the overtime work is available shall have the preference of such overtime. If such senior checker loader refuses the overtime work, the junior classified checker loader on the shift where the overtime work is available shall be required to work such overtime.

When work is not available on all shifts, the available work will be offered by overall seniority regardless of shift. However, an employee must have six (6) hours off to be eligible for the available work.

Any employee working in an inside classification who is required to work thirty (30) or more minutes of overtime will be given a guarantee of two (2) hours of overtime.

- 3.3 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 the employees check in for work until he or she is released from duty.

- 3.4 Any Employee reporting for work unless otherwise notified, shall be paid eight (8) hours show up time provided that he or she does not work. Any employee reporting for work, who starts there shall be guaranteed eight (8) hour work and/or pay. The aforementioned shall not be applicable to Saturday. Saturday shall be a guarantee of five (5) hours work or pay.

- 3.5 The company endeavors to make every effort to notify the shipping department in advance when it schedules weekend work.

To that end, if the plant is scheduled to work a weekend, the notice will be posted in the shipping department no later than noon on Thursday.

However, in the event of an emergency, the company reserves the right to schedule weekend work as required.

- 3.6 These provisions will not apply if the unavailability of work for such employees is caused by acts of God, fire, flood, power failure, strikes, work stoppages, or other conditions beyond the control of the Employer.

ARTICLE 4

HOLIDAYS

- 4.1 The following days or the day celebrated that such holidays are nationally observed shall be designated as holidays and employees shall receive (8) hours pay at their regular rate of pay in addition to any hours worked during the week which will be paid at the applicable rate:

NEW YEAR'S DAY

GOOD FRIDAY

MEMORIAL DAY

FOURTH OF JULY

LABOR DAY

COLUMBUS DAY

THANKSGIVING DAY

DAY AFTER THANKSGIVING DAY

DAY BEFORE CHRISTMAS

CHRISTMAS DAY

DAY BEFORE NEW YEAR'S DAY

In order to be paid holiday pay, the employee must work the last scheduled day before the holiday and the first scheduled day after the holiday *unless such absence is mutually agreed to*.

There shall be on (1) Floating Holiday with the actual date set by the Company on either a group or an individual basis. For work performed on any of the above days, any employee so working shall be paid double time in addition to their holiday pay for all hours worked.

- 4.2 Should a holiday fall in the vacation period of any employee, such employee shall be granted an additional day" paid vacation provided such employee schedules the additional day in the same manner as the vacation. Otherwise, such employee shall be paid his/her base rate for the holiday. It is understood that an employee will not receive holiday pay if he or she is on layoff when a holiday occurs, except as hereinafter provided.

- 4.3 If a holiday falls within the thirty (30) day period following an employee's layoff due to lack of work, and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he or she shall receive extra pay at his or her straight time hourly rate for each holiday, in the week in which he or she returns to work. An employee who is laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his or her return.

ARTICLE 5 PAY PERIODS

- 5.1 All employees covered by this Agreement shall be paid by their Employer once each week, not including, however, such holdover period the Employer may have in effect for accounting purposes, which holdover period shall not exceed seven (7) days.

ARTICLE 6 VACATIONS

- 6.1 Any employee who worked sixty (60%) percent or more for one Employer in unbroken sequence for one (1) year except for sickness or authorized leave of absence shall receive one (1) week's vacation with pay at the completion of such anniversary year.
- 6.2 If employed three (3) years or more for one Employer and fulfills the above qualifications for vacation, any employee shall receive two (2) week's vacation with pay.
- 6.3 If employed eight (8) years or more for one Employer and fulfills the above qualifications for vacation, any employee shall receive three (3) week's vacation with pay.
- 6.4 If employed fourteen (14) years or more for one Employer and fulfills the above qualifications for vacation, any employee shall receive four (4) week's vacation with pay.
- 6.5 If employed twenty (20) years or more for one Employer, and fulfills the above qualifications for vacation, any employee shall receive five (5) week's vacation with pay.
- 6.6 The method of computing vacation pay shall be as follows: Divide the total wages of the employee during the qualifying year by fifty-two (52) for one (1) week's vacation, by twenty-six (26) for two week's vacation, and by seventeen (17) for three (3) week's vacation, by thirteen (13) for four (4) week's vacation, and by ten (10) for five (5) week's vacation. Time lost due to sickness or injury shall be considered as days worked but shall not be included in computation to determine average daily earnings.
- 6.7 It is understood that during the first year of employment, the person must work (60%) percent of the total working days in order to obtain his or her vacation and must have been employed for the full year. During the second and subsequent years, the person must have worked sixty (60%) percent of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned in any one twelve (12) month period.
- 6.8 No employee who has qualified for a vacation shall be denied his or her vacation because of leave of absence or for being off work because of proven illness.
- 6.9 Any employee who has qualified for a vacation and who has left the services of the Employer prior to his vacation period, shall be entitled to the vacation pay earned.
- 6.10 Employees shall be given their vacation pay before starting on their earned vacation.
- 6.11 Employees may take one week of their vacation one day at a time, subject to the following conditions:
- 6.11.1 Employee must provide the Company with one (1) week written notice. However, when unexpected extraordinary circumstances arise, requests may be made with notice of less than one (1) week and such request shall not be unreasonably denied.
- 6.11.2 One day vacation will be assigned on a first come, first served basis.
- 6.11.3 Full week vacations will take precedent over one (1) day vacations.

- 6.11.4 One (1) day vacations are subject to the approval of the Company, and approvals will be based on business and operating conditions at the plant.
- 6.12 If any employee's vacation plans include airline or lodging reservations that must be made in advance, the employee will not be required to work the Saturday preceding the vacation if he/she presents the Employer with proof of the travel arrangements five (5) days prior to the start of the vacation.

ARTICLE 7 SENIORITY

“LAYOFF AND RECALL”

- 7.1 Seniority right shall prevail. Where a Local Union desires, a list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. When it becomes necessary to reduce the working force, the last person hired shall be laid off first and when the force is again increased, the people are to be returned to work in the reverse order in which they were laid off. Any controversy over the seniority standing of any employee on this list shall be referred to the Employer and the Union for settlement.
- 7.2 For the purpose of clarification, a layoff of regular employees shall be defined as a complete removal from the payroll for a pay period.
- 7.3 Seniority shall be broken only by discharge, voluntary quit or more than two (2) years layoff or absence of (2) years or more for any reason. If an employee has been laid off and is recalled, and then laid off the second time, the two (2) year period will start over. In the event of layoff, an employee so laid off shall be given ten (10) day's notice of recall mailed by registered mail to his or her last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually return to work in seven (7) days after receipt of the notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he or she shall lose all seniority rights under the Agreement.
- 7.4 If an employee bumps into another shift, such employee must remain on that shift for a minimum of six (6) months before changing shifts again. An employee must give thirty (30) days notice of intent to change shifts. If an employee exercises his/her shift preference more than two (2) times in a two (2) year period, the employee will not be allowed to exercise shift preference for one (1) additional year.

ARTICLE 8 LEAVES OF ABSENCE

8.1 Emergency Leave

Any employee desiring leave of absence from his or her employment shall secure written permission from both the Employer and the Local Union. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for same must be secured from both the Employer and the Local Union. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights of the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

8.2 Family and Medical Leave

The parties agree to comply with The Family and Medical Leave Act of 1993 and further agree that this Agreement shall be administered in a manner consistent with the Act.

8.3 Bereavement Leave

It is further agreed and understood that an employee shall receive three (3) days off with pay for the death of his or her son, daughter, wife, husband, mother, step-mother, father, step-father, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter in-law, son in-law, grandparents, spouse's grandparents and grandchildren, providing the employee is absent from work. If the employee works, there will be no premium pay. There shall be

no funeral leave payment for those days taken off if any of those days fall on a non-scheduled Saturday or Sunday workday, holiday, during the vacation of an employee, or if he or she is on sick leave or lay-off. In addition, the Company will allow an employee one (1) additional day off without pay and without incurring an attendance absentee point provided the employee has extended travel requirements in connection with the funeral.

8.4 Jury Duty

An employee required to serve on a jury will be paid the difference between his or her daily jury pay and his or her regular base rate for a regular eight (8) hour day for the pay lost during his or her regularly scheduled work shift. If the Company provides work and pay to the employee during this period, such payments shall be included with the jury pay before the difference is made up. Such payments are to be for a maximum three (3) week period and shall in no case exceed on hundred twenty (120) hours at the straight time rate.

ARTICLE 9

UNION REPRESENTATION

- 9.1 The Employer recognizes the right of the Union to designate job Stewards and alternates. Dock Workers will be represented by a single job Steward. The alternate Steward may be present during contract negotiations.
- 9.2 The authority of job Stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities:
 - 9.2.1 The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
 - 9.2.2 The collection of dues when authorized by appropriate Local Union action.
 - 9.2.3 The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers, provided such messages and information . . .
 - 9.2.3.1 have been reduced to writing, or
 - 9.2.3.2 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.
- 9.3 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 Union.
- 9.4 The Employer recognizes these limitations upon the authority of job Stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop Steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement.
- 9.5 The Employer agrees to grant the necessary time off without discrimination and without pay to any employee designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business, not to exceed a period of thirty (30) days.
- 9.6 It is further agreed that a duly authorized representative of the Union shall be permitted on the premises of the Employer at any time necessity requires such presence, provided that he first obtains permission from the Employer which shall not be unreasonably withheld.

ARTICLE 11

MEALS AND REST PERIOD

- 11.1 Dock workers shall be entitled to a twenty (20) minute paid lunch period and two (2) ten (10) minute breaks during the eight (8) hour schedule.

ARTICLE 12

INSURANCE AND RETIREMENT BENEFITS

12.1 Medical Insurance

12.1.1 Effective January 1, 2008, the implement new Model 2005 Medical Plan with twenty-five (25%) percent Pre-Tax employee contribution towards monthly cost of Plan – rates determined annually on January 1, and Optional Pre-Tax Employee Spending Accounts.

Managed Choice only available to employees and dependents.

12.1.2 PPO Hourly Medical Plan

Effective January 1, 2008, implement new Model 2005 Medical Plan with twenty-five (25%) percent pre-tax employee contribution towards monthly cost of Plan with rates determined annually on January 1st, two-tier schedule (Single/Family), Optional Pre-Tax Flexible Spending Accounts, and Maternity coverage limited to female employees and spouses.

12.1.3 If an employee is granted a leave of absence, such employee shall make arrangements to pay or have paid the required amount of monies to the Health and Welfare fund for the period of absence.

12.1.4 In the event of a layoff, an employee may continue medical/dental coverage from the end of the month of layoff plus an additional four (4) months provided such employee pays the required twenty-five (25%) percent contribution. Thereafter, the employee may continue medical/dental coverage consistent with COBRA regulations.

12.1.5 Retiree Medical

12.1.5.1 Retirees hired prior to January 1, 2008, at least age 60, shall be covered by the Company Retiree Medical Plan.

12.1.5.2 Under its Retiree Medical Plan ("Plan"), while the Company offers to contribute toward the payment of the premium charged for the Plan, the retiree bears the obligation to pay the necessary premium. If the retiree chooses to purchase the Plan, the balance of the premium, which may increase periodically, must be paid by the retiree regardless of the amount.

12.1.5.3 The Company reserves the right to amend or modify the terms of the Plan or even terminate the Plan at any time for all participants, except as follows:

12.1.5.3.1 During the term of the current Labor Agreement, the Company will not reduce the premium contributions provided by it to the Retiree Medical Plan for those employees who retire during the term of the current Labor Agreement. The Company reserves the right, however, upon expiration thereof of the current Labor Agreement to make such premium modifications both with regard to future and then current retirees.

12.1.5.3.2 In any event, the entire Plan may be terminated by the Company in the event of supervening federal legislation concerning the provision of health benefits for retirees.

12.1.5.3.3 The Retiree Medical Plan shall expire on the expiration date of the current Labor Agreement unless expressly renewed in writing by the parties.

12.1.5.3.4 Employees who have retired on or before December 31st, 2001, will be covered under the terms of the existing Comprehensive retiree medical plan with a \$200 deductible, termination of retiree coverage upon Medicare eligibility or age 65, whichever is first, and retirees pay the entire retiree medical premium.

12.2 Dental Insurance

Effective January 1, 2008, Employees may participate in the Model 2002 Dental Plan as outlined in the Summary of Coverage, with twenty-five (25%) percent employee contribution.

12.3 Life Insurance

- 12.3.1 Effective June 1, 2007, the Employer will provide employees with \$29,500 life insurance coverage at zero cost to the employee.
- 12.3.2 Effective June 1, 2008, the Employer will provide employees with \$30,500 life insurance coverage at zero cost to the employee.
- 12.3.3 Effective June 1, 2009, the Employer will provide employees with \$31,500 life insurance coverage at zero cost to the employee.
- 12.3.4 Effective June 1, 2010, the Employer will provide employees with \$32,500 life insurance coverage at zero cost to the employee.

12.4 Sickness and Accident Insurance

- 12.4.1 The Sickness & Accident (S & A) Insurance is designed to provide, at no cost to the employee, short-term earnings in the event he or she cannot work due to non-work related illness or accident.
- 12.4.2 Benefit waiting periods for covered illness/injuries and other requirements are covered in the Summary of Coverage.
- 12.4.3 Effective June 1, 2007, Paid Benefits, based on a seven (7) day week, are paid at the rate of \$41.43 per day or \$290.00 per week.
- 12.4.4 Effective June 1, 2008, Paid Benefits, based on a seven (7) day week, are paid at the rate of \$42.86 per day or \$300.00 per week.
- 12.4.5 Effective June 1, 2009, Paid Benefits, based on a seven (7) day week, are paid at the rate of \$44.29 per day or \$310.00 per week.
- 12.4.6 Effective June 1, 2010, Paid Benefits, based on a seven (7) day week, are paid at the rate of \$45.71 per day or \$320.00 per week.
- 12.4.7 S & A Insurance payments are available for a maximum of twenty-six (26) weeks for each illness and/or injury as outlined in Summary of Coverage.

12.5 PENSION

The Employer shall make payments to the Teamsters Pension Plan for each employee covered by this Agreement and the Union shall invoice the Employer for such payments:

- 12.5.1 Effective June 1, 2007, the Company will contribute \$3.13 per hour per employee for all hours worked toward the Teamsters Pension Plan.
- 12.5.2 Effective June 1, 2008, the Company will contribute \$3.17 per hour per employee for all hours worked toward the Teamsters Pension Plan.
- 12.5.3 Effective June 1, 2009, the Company will contribute \$3.21 per hour per employee for all hours worked toward the Teamsters Pension Plan.
- 12.5.4 Effective June 1, 2010, the Company will contribute \$3.25 per hour per employee for all hours worked toward the Teamsters Pension Plan.
- 12.5.5 The money paid for pension purposes shall be administered by a central office established by the Central states Southeast and Southwest Pension Fund.

12.6 If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer and employee shall continue to make the required contributions to Health & Welfare and Pension for a period of eight (8) weeks.

12.7 If an employee is injured on the job, not as a result of his own negligence, the Employer and employee shall continue to pay the required contributions, to Health & Welfare and Pension, until such employee returns to work; however, such contributions shall not be paid by the Employer for longer than twelve (12) months. Injuries resulting from "horseplay" shall be considered negligence. We do not consider injuries received in the responsible performance of a person's job as negligence.

12.8 If an employee fails to pay his/her share of premium costs, insurance may be canceled.

- 12.9 Upon exhaustion of coverage for Medical/Dental benefits outlined in 12.6 and 12.7 above, employee may continue such coverage consistent with COBRA regulations.

ARTICLE 13

DISCHARGE AND DISCIPLINARY ACTION

- 13.1 The Employer shall not discharge nor suspend any employee without just cause. However, no employee shall be taken out of service without first receiving at least one (1) written warning notice of the complaint and a meeting being held, within three (3) business days, between the Company and Union representatives, including the Local Union President, Business Agent or designee, to give such employee an opportunity to explain his/her conduct, except for the following infractions: dishonesty, drunkenness, recklessness resulting in a serious accident while on duty, the carrying of unauthorized passengers, the failure to report any accident in which the employee is aware as soon as is reasonably possible or other serious offenses.
- 13.2 Copies of all warning notices shall be sent to the Local Union within ten (10) days of the infraction or within ten (10) days of the time the Company knew, or reasonably should have known, of the infraction.
- 13.3 Warning notices, and other forms of discipline, will be administered under the terms of the Company's "Rules of Conduct", and the "Safety Rules". However, the warning notices as herein provided shall not be used for the purpose of progressive discipline for a period of more than nine (9) months from the date of said warning notice.
- 13.4 The Company retains the right to establish, revise, or delete reasonable rules and regulations, which shall become effective upon posting in the plant and notification of the local Union.
- 13.5 Attendance related disciplinary action shall be subject to the disciplinary procedure as previously specified.

ARTICLE 14

DISPUTES

- 14.1 Should differences arise between the Company, the Union or its members employed by the Employer as to the meanings and application of the terms of this Agreement, there shall be no suspensions of work because of such differences, but they shall be settled in the following manner:
- 14.1.1 STEP 1 - The aggrieved employee shall first discuss the grievance with his or her Supervisor for the purpose of resolving such grievances in the simplest most direct manner. If the grievance is not resolved within (1) one scheduled working day the aggrieved employee shall...
- 14.1.2 STEP 2 - Report said grievance to the Union Steward and reduce the grievance to writing. The grievance must be presented to the Supervisor within five (5) scheduled plant working days (Monday-Friday, excluding holidays) from the time the employee had or should have had knowledge of the event giving rise to the grievance.
- Within five (5) scheduled plant working days of the receipt of the written grievance, the Supervisor will meet with the aggrieved employee and shop Steward in an attempt to arrive at a resolution. The Supervisor will provide a written answer within three (3) plant scheduled working days of the meeting.

- 14.1.3 STEP 3 - Failing satisfactory resolution at Step 2, the Steward shall, within three (3) scheduled working days, appeal in writing the grievance to the General Manager or his or her designee for resolution.
- Within five (5) business days of the receipt of the appeal, the General Manager, or his or her designee, will contact the Business Agent of the local Union to schedule a hearing in an effort to resolve the grievance. The General Manager, or his or her designee, will provide a written answer within five (5) business days following the Step 3 hearing.
- 14.1.4 In the event of a discharge, the Union shall have the right to take it up immediately under Step 3 above.
- 14.2 If no satisfactory settlement can be reached in Step 3, the Union or Company may, within forty-five (45) calendar days, file a written notice of their intention to refer the grievance to arbitration.

ARTICLE 15

ARBITRATION

- 15.1 To select an arbitrator, the Union or Company shall request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators from the National Academy of Arbitrators from which to select an arbitrator. In selecting the arbitrator, each party shall alternately strike names from the list and the remaining name shall be the arbitrator.
- In the event either the Union or the Company is dissatisfied, for any reason, with the panel of arbitrators, a second panel shall be requested from the FMCS.
- 15.2 The Company and the Union shall share the compensation of the arbitrator and all expenses incidental to the arbitration equally. However, a party requesting a stenographic record is responsible for his or her copy and that of the arbitrator.
- 15.3 Within sixty (60) calendar days after the hearing, it shall be the duty of the arbitrator to make a decision. If it is within the power and authority herein conferred, the decision shall be final and binding upon the parties. It is agreed, however, that the powers and jurisdiction of the arbitrator shall be limited as follows:
- 15.3.1 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this agreement but shall be limited to matters involving the interpretation of and application of the provisions of this agreement.
- 15.4 Pending a settlement of such disputes, there shall be no strikes, lockouts or stoppages of work.
- 15.5 The Company and the Union, by mutual agreement, may extend any of the time periods provided in Articles 14 and 15.

ARTICLE 16
LABOR CONTROVERSY

- 16.1 It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refused to enter upon any property involved in a primary labor dispute, or refuse to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, including primary picket lines at the Employer's place of business. It is understood that the word "primary" means "authorized", not "wildcat".

ARTICLE 17
NONDISCRIMINATION

- 17.1 The Company and Union agree there will be no discrimination against an employee or applicant because of race, color, religion, sex, national origin, age, physical or mental handicap and Vietnam Veterans as required by law.

The Company and Union jointly recognize their obligations under the Americans with Disabilities Act. Notwithstanding, any other provision in this Agreement to the contrary, the parties jointly agree that the Company may take all steps reasonably necessary to comply with the Americans with Disabilities Act, including but not limited to, providing reasonable accommodation to disabled employees.

ARTICLE 18
SAFETY AND EQUIPMENT

- 18.1 The Local, as well as the employee members thereof, agree at all times to further the interest of the Company.
- 18.2 Members of the Local shall immediately report to the Employer in writing, all defects in equipment and all accidents and the names and addresses of all witnesses to accidents.
- 18.3 The Employer agrees that if any employee is required to wear any kind of uniform as a condition of continued employment, such uniforms shall be furnished by the Employer. No employee shall be required to wear a uniform which does not bear the Union label.
- 18.4 Terminal yard persons and hostlers will be provided with rain gear.

ARTICLE 19
LOSS OR DAMAGE

- 19.1 It shall be the duty of every member of the Local when required by the Employer to carefully check all goods handled by such members so that her or she knows that the delivery bills correspond with the goods so handled and any overages or shortages shall be promptly reported to the Employer.
- 19.2 No member of the Local shall be responsible for loss or damage done to the vehicle operated by him or her or to the merchandise under his or her charge unless same resulted from the negligence of such member.

**ARTICLE 20
OHIO DRIVE**

- 20.1 The Employer will recognize a lawful, voluntary authorization for the DRIVE deduction from wages, to be transmitted to the Local Union or to such other organizations as the Local Union may lawfully designate. The DRIVE deduction shall be made annually.
- 20.2 No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

**ARTICLE 21
WAGES**

- 21.1 The minimum wage to be paid by the Employer to the members of the Union employed as hereinafter specified shall be as follows:

<u>JOB CLASSIFICATION</u>	HOURLY BASE RATE	HOURLY BASE RATE	HOURLY BASE RATE	HOURLY BASE RATE
	6/1/2007	6/1/2008	6/1/2009	6/1/2010
CHECKER LOADERS	\$15.30	\$15.45	\$15.61	\$15.76

Employees covered by this Agreement shall receive a ratification incentive of \$300.00
(less applicable taxes).

- 21.2 The Company agrees to increase the wage rate for the one checker loader on the second shift by an additional \$1.00/hr above the published rate. One checker loader on third shift shall receive \$1.00/hr above the published rate for one (1) hour of clerical work.
- 21.3 Effective June 1, 2007 Checker Loaders working on the second or third shift shall receive a premium of twenty-eight (\$.28) cents per hour. On June 1, 2008, the shift premium for both second and third shifts will change to twenty-nine (\$.29) cents per hour. On June 1, 2009, the shift premium for both second and third shifts will change to thirty (\$.30) cents per hour. On June 1, 2010, the shift premium for both second and third shifts will change to thirty-one (\$.31) cents per hour.

If Checker Loaders spot trailers they will an additional two (\$2.00) dollars per hour for three (3) hours on each shift.

**ARTICLE 22
TERMINATION**

- 22.1.1 This Agreement shall become effective as of June 1, 2007, and continue in full force and effect to and including May 31, 2011, at which time this Agreement shall terminate, providing either party hereto gives to the other at least sixty (60) days written notice of such termination prior to said expiration date of this Agreement.

- 22.2 At any time after the expiration of this Agreement, or subsequent anniversary date, if no agreement on a new contract has been reached, either party may give written notice by registered mail to the other party of intent to terminate this Agreement in not less than ten (10) days. All the provisions of this Agreement shall remain in full force and effect until the specified time has elapsed, and there shall be no strikes or lock-outs. During this period, attempts to reach an agreement shall be continued.
- 22.3 It is further mutually agreed and understood by both parties that if any provisions of this Agreement be found invalid by law, such provisions shall become null and void between the parties; however, none of the other provisions of the Agreement shall become invalid thereby.

IN WITNESS WHEREOF, the undersigned authorized representatives of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Ind.) Local Union No. 40 and the undersigned Employer, hereunto affix their hand and seals at Mansfield, Ohio this fourth day of June, 2001.

For the Company

For the Union

