

BEFORE THE
SURFACE TRANSPORTATION BOARD

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SECTION 5a APPLICATION NO. 22 (SUB-NO. 8)
PACIFIC INLAND TARIFF BUREAU, INC. -
AGREEMENT

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Dated: December 22, 2003

ORIGINAL

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SECTION 5a APPLICATION NO. 22 (SUB-NO. 8)
PACIFIC INLAND TARIFF BUREAU, INC. -
AGREEMENT

Pacific Inland Tariff Bureau, Inc. (PITB) and its member motor carriers of property who are party to the above-entitled agreement (hereinafter "Agreement") hereby submit their revised amendments to the Agreement pursuant to the Board's decision in STB Section 5a Application No. 118 (Sub-No. 2), et al., EC-MAC Motor Carriers Service Association, Inc., et al., served on October 16, 2003¹ (hereinafter "October Decision").

By decisions served November 20, 2001, (hereinafter "2001 Decision") and March 27, 2003 (hereinafter "March 2003 Decision") in STB Section 5a Application No. 118 (Sub-No. 2), et al., EC-MAC Motor Carriers Service Association, Inc., et al., the Board concluded that approval of motor carrier rate bureau agreements would be in the public interest provided that such agreements were revised to require that: (1) member motor carriers give a "truth-in-rates" notice to potential shippers whenever they offer a rate that references a bureau-set class rate; and (2) member carriers certify that they will not apply a loss-of-discount provision that would reinstate a collectively set class rate as a

¹ PITB's Agreement is embraced by all of the EC-MAC decisions referenced herein.

penalty for late payment. The Board also required the bureaus to file with it range of discount information gathered from member carriers.

In accordance with those decisions, PITB submitted its range of discount information on May 23, 2003. Thereafter, on July 25, 2003, PITB tendered amendments to the By-Laws of its Agreement requiring carriers, as a condition of membership, to: (1) give the "truth-in-rates" notice required by the Board's 2001 and March 2003 Decisions when they list rates or give a rate quote that reference a collectively set class rate; and (2) certify that they will not apply a loss-of-discount provision that reinstates a collectively set bureau class rate as a penalty for late payment of freight charges.

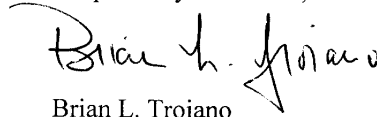
In its October Decision, the Board found that the range of discount information provided by PITB complied with its prior decisions. However, the Board also concluded that PITB's amendment was deficient with respect to the "truth-in-rates" notice because it would "merely ask member carriers to comply" with the above-referenced decisions and leave it up to the carriers to determine the precise information to be conveyed to shippers. The Board directed that corrective action be filed within 90 days and permitted continued operations under the current Agreement pending its ruling in a subsequent decision.²

PITB did not intend to give member carriers the leeway to depart from the requirements envisioned by the Board and believed that incorporation of the requirements by reference to the Decisions would eliminate any such discretion. Nevertheless, to comply with the Board's directive and clarify its original intent, PITB tenders a revised amendment to its Agreement explicitly incorporating the language of the model notice set forth in the 2001 Decision. The revised amendment is attached as Appendix A hereto.

² The Board found no deficiency in that portion of PITB's amendment addressing the loss-of-discount prohibition.

PITB respectfully requests the Board to approve its Agreement as amended.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Brian L. Troiano". The signature is fluid and cursive, with a large, stylized initial "B".

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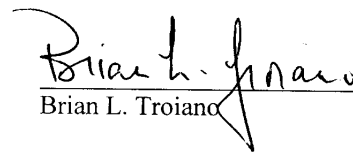
Of Counsel:

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1707 L Street, NW
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Dated: December 22, 2003

CERTIFICATE OF SERVICE

I hereby certify that I have this 22nd day of December, 2003, served the foregoing document upon all parties of record in this proceeding by first class mail, properly addressed with postage prepaid.


Brian L. Troiano

APPENDIX A

SECTION 5a APPLICATION No. 22 (Sub-No. 8) PACIFIC INLAND TARIFF BUREAU, INC., - AGREEMENT

Amend the By-Laws of the above-entitled Agreement as follows:

- (1) Article III, Section 1 – Amend this section by deleting the last paragraph commencing with “By execution of ...” and substituting in lieu thereof the following:

“Upon execution of the membership agreement and power of attorney, carrier

(a) agrees to promptly pay all charges due the Bureau for services performed;

(b) shall give the following truth-in-rates notice when it lists rates or gives a rate quote that references a collectively set class rate:

NOTICE: The class or benchmark rate that was used as a reference point in determining this rate [or rate quotation] was set collectively by motor carrier competitors acting under immunity from the antitrust laws. The class rate is not necessarily the prevailing market rate, and there are generally a wide range of discounts available. Motor carriers that are members of the Pacific Inland Tariff Bureau typically offer discounts ranging from [xx% to xx%]. The discount range in the above notice will be determined on an annual basis through a survey of member carriers;

and,

(c) certifies that it will not apply a loss-of-discount provision that reinstates a collectively set bureau class rate as a penalty for late payment of freight charges.”

- (2) Article III, Section 3 – Amend this section by:

(1) designating existing paragraph (b) as (b)(i); and

(2) adding as (b)(ii) the following:

“Any member may be expelled from membership in the Bureau for failing or refusing to comply with the terms and conditions of this Agreement provided that the member is given written notice by certified or registered mail of any alleged violation; an opportunity to be heard; and 60 days to cure any breach of such duty or obligation.”