

International Brotherhood of Teamsters

Standard Forwarding LLC

Supplement

to the

National Master Freight Agreement,
Central States Over-the-Road and
Central States Area Local Cartage

with

Locals 120, 135, 200, 238, 325, 364, 371, 710 & 916



March 6, 2018 – March 5, 2021

**STANDARD FORWARDING LLC SUPPLEMENT
03-06-2018 TO 03-05-2021**

The 2008-2013 National Master Freight Agreement, Central States Over-the-Road and Central States Area Local Cartage, along with this supplement covers all present terminals of Standard Forwarding LLC including Locals 120, 135, 200, 238, 325, 364, 371, 710 and 916 including union clerical employees at Waterloo, Iowa and Dubuque, Iowa (specific union clerical classifications include: OS&D Clerk, General Office Clerk, Tracing Clerk, Billing Clerk and Filing Clerk) and union mechanics at all Standard Forwarding LLC terminals other than East Moline, IL Corporate office: 2925 Morton Drive, East Moline, IL.

Any item not covered by this Supplement shall be governed by the 2008-2013 National Master Freight Agreement, Central States Over-the-Road and Central States Local Cartage Supplements will apply. If applicable, this Supplement will supersede any other agreement.

This Supplement does not apply to Local 371 Office or Local 371 Mechanics.

1. HOURLY and MILEAGE RATES and NEW HIRES

(a) Effective 03-06-2018

Drivers and Dock Workers	\$20.39/per hour
Mileage	\$.49754

Effective 09-06-2018

Drivers and Dock Workers	\$20.74/per hour
Mileage	\$.50608

Effective 03-06-2019

Drivers and Dock Workers	\$21.09 per hour
Mileage	\$.51462

Effective 09-06-2019

Drivers and Dock Workers	\$21.44 per hour
Mileage	\$.52316

Effective 03-06-2020

Drivers and Dock Workers	\$21.79 per hour
Mileage	\$.5317

Effective 09-06-2020

Drivers and Dock Workers	\$22.14 per hour
Mileage	\$.54024

(b) Full-Time New Hire Wage Progression

1. CDL-qualified drivers (including mechanics and maintenance):
 - a. Effective first day of employment: 90% of the current rate.
 - b. Effective first day of employment plus 1 year: 95% of the current rate.
 - c. Effective first day of employment plus 2 years: 100% of the current rate.
2. All non CDL-qualified employees (including clerical) hired on or after ratification shall receive the following hourly rate of pay:
 - a. Effective first day of employment \$14.00 per hour
 - b. Effective first day of employment plus 1 year: \$15.00 per hour
 - c. Effective first day of employment plus 2 years: \$16.00 per hour
 - d. Effective first day of employment plus 3 years: \$17.00 per hour
 - e. Effective first day of employment plus 4 years: \$18.00 per hour
3. All non-CDL qualified employees within the jurisdiction of Teamsters Local 710 hired on or after 01-26-2009 and before 03-06-2015 shall receive the following rate of pay:

Effective first day of employment plus three (3) years - ninety-five percent (95%) of the current top rate.
4. All non-CDL qualified employees (excluding mechanics) within the jurisdiction of Teamster's Local 710 hired before 01-26-2009 shall receive 100% of the current rate.
5. The following language in the NMFA shall remain inactive for the term of this Agreement:

CDL-qualified employees hired into driving positions who are not currently on the seniority list at an NMFA carrier and who for two (2) or more years regularly performed CDL-required driving work for a commonly-owned NMFA carrier shall be compensated at 90% of the full contract rate of pay for a period of one (1) year and go to the full contractual rate thereafter, provided they have not had a break in service in excess of three (3) years.
6. In the event the company offers to waive the progression in a classification at any Local, the same offer will be made to all other Standard Forwarding LLC Local Unions in that same classification.
7. No employee on the books as of the date of ratification shall suffer a reduction in their hourly and/or mileage rate of pay as a result of this Agreement.

2. Casual Rates

Casual employees will have the following hourly and/or mileage rates of pay:

- a. CDL qualified driver casual rate shall be 85% of the top rate.

- b. Non CDL qualified employee casual rate shall be \$16.00 per hour for the life of the Agreement.

Casuals will be permitted on the road on weekends only, and then only between terminals and Deere plant locations. Before any Road Casual is used, the work will be offered by seniority to regular employees as is currently done, using posted sign-up sheet. Any Casual Road Driver forced to layover except when caused by a road emergency (road emergency as used herein does not include hot freight) will be hired as a probationary.

3. **Order of Call/Weekend Work**

- a. Volunteers who signed weekend list active employees must have 10 hours available.
- b. Laid off employees that have requested daily work.
- c. Casual (road or city).
- d. Force from bottom of active list.
- e. Road to Road – must have 10 hours available.
- f. City to City.
- g. Anyone, anywhere.
- h. The terms and conditions of Article 32, NMFA shall apply with regards to subcontracting.

4. **Downtime Pay**

1/8 hour paid for each drop and for each hook and 1/4 hour for fueling. The Company agrees that all time spent in excess of the aforementioned set time limits shall be paid for all time spent with approval of management.

The driver shall secure within the current pay period a signature from management for payment of such time. Road Drivers drop and hook their own trailers at all locations.

5. **SICK LEAVE**

First three (3) days of absence for sick and scheduled will be paid.

6. **Article 59 – Over the Road Supplement**

The following language shall remain inactive for the term of this Agreement:

Regular Road Drivers performing work on the holidays stated above shall be paid a total of four (4) straight-time hours, in addition to the holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight-time hours of holiday pay.

7. **Vacations**

Vacations paid under the following schedule:

One-year employment:	One week
Two years or more:	Two weeks

Nine years or more:	Three weeks
Fifteen years or more:	Four weeks
Twenty years or more:	Five weeks
Thirty years or more:	Six weeks

Full pay shall mean forty-five (45) hours of straight-time pay per week. Vacations will be selected on a terminal by terminal basis, by seniority. A minimum of ten percent (10%) of the total number of the active employees in each location shall be permitted to go on vacation on any one (1) day as provided in N.M.F.A. Two (2) weeks of vacation may be taken one (1) day at a time, per N.M.F.A. One (1) week shall be defined as five (5) segments for both Road and City. The Employer will send an annual report to employee's home verifying vacation accrued.

At the employee's request, and on a voluntary basis only, the employee will have the sole option to receive compensation for all earned vacation that he or she is eligible for (applies to full vacation weeks only).

8. Holidays

All regular employees shall receive eight (8) hours pay for each of the following holidays not worked:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

9. Health - Welfare & Pension

The Employer agrees to pay TEAMCARE M9 contributions (including R-4 retiree coverage) to the Central States Health and Welfare Fund for the full term of this Agreement. Local 200 contributions will be made to the Wisconsin Health Fund on the same basis as those made to TEAMCARE. Health and Welfare rates will be paid as established by the fund Trustees so as to maintain existing benefits and coverage levels as follows:

Effective 03-04-2018	\$344.30 per week
Effective 03-06-2019	\$358.10 per week
Effective 03-05-2020	\$380.60 per week

Contribution increases required by the Wisconsin Health Fund shall be made in the same amount as those increases required to maintain benefits at the published M9 rates as determined by the Trustees.

Pension

The Employer agrees to pay Class 16 Pension contributions to the Central States Southeast and Southwest Areas Pension Fund on behalf of all individuals covered by this Agreement for the period of this Agreement. Pension rates established by the fund Trustees are as follows:

The daily pension rates that have been scheduled are:

Effective 03-04-2018:	\$40.70 (6%)
Effective 03-03-2019:	\$42.30 (4%)
Effective 03-08-2020:	\$44.00 (4%)

10. Other

- a. Road Drivers may spot loads and pick-up loads at all Deere plants and vendor plants.
- b. On April 1 of each year, provide City/Road preference bid at each terminal.
- c. Treat all empty trailers as loads.
- d. Article 19, NMFA applies with exception that no glass bulletins will be mandated.
- e. Employees who have been laid off for more than fourteen (14) days at any terminal will be allowed the right to make a voluntary transfer (at the sole expense of the employee) to fill a need at another terminal covered by the terms of this Agreement and will take a place at the bottom of the seniority list at that terminal. This right to transfer only exists if the employee returns a form provided by the Employer in conjunction with the certified layoff notice within twenty-eight (28) days of receipt of the form and the layoff letter. Said form will list all current STDF terminals. The employee will be required to mark which terminals he/she would be willing to transfer to. Any employee transferring remains at the new location until recalled to origin or laid off at the new location. If he/she chooses to leave the new location for any reason other than layoff, he/she will lose all right for further transfers until he/she is recalled to his/her origin terminal and subsequently laid off. Any employee refusing a transfer gives up the right for future offers for that specific terminal but does retain the right to transfer to any other terminal specified on the form returned to the Employer. The employee shall maintain Company seniority for recall rights at his/her terminal. Casuals will not work in place of any laid off employee unless the laid off employee does not wish to transfer to where the work is being offered.
- f. Article 16, NMFA applies with the exception that power mirrors will not be provided.
 1. All rest rooms and break room facilities shall be maintained and kept in proper working order. In addition, the Employer and the Union understand that tractor interiors should be maintained in clean condition so that units are safe to operate.
 2. The company reserves the right to install forward-facing cameras in all power equipment.

11. Article 34, Garnishments

Delete in its entirety and replace with:

The Employer may not take any disciplinary action against an employee as the result of a garnishment(s).

Only in the case of three or more simultaneous garnishments on an employee's paycheck shall the Employer be allowed to levy an administrative fee not to exceed \$2.00 per pay period. In the event there are any discrepancies, state and/or federal laws will apply.

12. Sunday through Thursday bids for dock and road may be established by mutual agreement on a local by local basis.
13. All area practices shall be maintained during the term of this Agreement.
14. Article 3, Section 7, NMFA language concerning Utility Employees shall remain dormant for the life of the Agreement.
15. **DOT Hours of Service Rule:**
 - a. All local cartage drivers shall comply with the 7 day/60 hour provision under the DOT Hours of Service Rules.
 - b. Road drivers shall comply with the 8 day/70 hour provision under the DOT Hours of Service Rules.
16. Road drivers will continue to comply with the NMFA concerning Sign-In/Sign-Out Sheets.
17. **Article 14, Section 3, NMFA shall read:**

The Employer will provide a weekend emergency phone number for any employee that has an undisputed pay claim concerning the established state worker compensation amount required by Law. The Employer's worker compensation manager will have authority to make immediate payment Monday through Friday during normal business hours. The pay shortage will be reconciled by check delivered by express overnight mail within (24) hours of the call or on Tuesday if the call takes place on the weekend. If the disputed pay is not received within this time frame, an (8) hour penalty will be paid to the employee for every day until the pay is received.

18. **Article 3, Section 4, Work Assignments – Add to section:**

Dock Pickup:

This provision supersedes any other related article contained in the Agreement.

The Employer agrees that the function of the supervisor is the supervision of employees and not the work of the employees they supervise.

However, where no local cartage employees are on the property, a supervisor can load an unscheduled customer pick-up on an occasional and incidental basis. It is understood that this provision is intended to only apply to unanticipated situations taking less than thirty (30) minutes. The company shall not intentionally schedule such pick-ups for times when the local cartage employees are not available.

19. **Article 24, Inspection Privileges, Employer and Employee Identification – add to end;**

Employees may be required to show their driver's license and Company identification to customers and allow the customer to copy or otherwise reproduce their Company identification only and not the driver's license.

The Company identification will not have personal information on it such as home address or social security number.

Replace second paragraph of the N.M.F.A. with the following language;

No employee will be required to have their driver's license reproduced or retained in any manner except by the employer, law enforcement agencies, government facilities and facilities operating under government contracts or Federal or State regulations that require such identification to be reproduced or retained to enter the facility.

20. **Article 26, Time Sheets, Time Clocks, Video Cameras and Computer Tracking Devices;**

Modify Section 2 as follows:

Section 2. Use of Video Cameras for Discipline and Discharge

The Employer may not use video cameras to discipline or discharge an employee for reasons other than proven dishonesty, theft of property, vandalism, physical violence or willful gross negligent acts. If the information on the video tape is to be used to discipline or discharge an employee, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the video tape used by the Employer to support the discipline or discharge.

The Employer shall not install or use video cameras in areas of the Employer's premises that violate the employee's right to privacy such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

Modify Section 3 as follows:

Section 3. Use of Other Devices to Monitor Employee Work Activity.

Employees are provided by the Employer with an increasingly sophisticated set of equipment, vehicles and other devices with which to perform their job functions. Employees do not have any expectation of privacy with the regard to the use of such equipment, vehicles and other devices, and the Employer may use information contained in or generated by such devices for appropriate disciplinary purposes.

This information may include, but is not limited to, computer tracking devices in vehicles (commonly known as "Black Boxes"), information stored on computers, records from Company-issued cell phones and two-way radios, and information generated by GPS (Global Positioning System) devices. However, the Employer may not use such devices as the sole basis for discipline except as provided for in Section 2. In the event the Employer uses any of the aforementioned devices that result in discipline, such information or evidence must be presented to the Local Union prior to the hearing.

New Section 4 to read as Follows:

Section 4. Automated Technology

The Employer shall not use any driverless vehicles to replace or remove bargaining unit personnel from performing the type of duties traditionally performed by bargaining unit personnel.

21. **Article 33, Section 4, N.M.F.A** – COLA shall remain dormant for the life of the agreement.

22. **Direct Deposit**

Where not prohibited by state law, all employees hired after the date of ratification are required to use electronic deposit of their paychecks. If the employee is enrolled on direct deposit and the employee's pay is not deposited to their bank account on payday due to employer error, the employees pay will be paid by a live check that same day.

If any employee hired after ratification is unable to obtain a bank account, he or she will be paid by a live check.

23. **4 Hour Dock Only Casuals**

4-hour dock only casuals shall only be allowed to start between the hour of 4:00 p.m. up until 11:00 p.m., all other Article 61 language pertaining to 4-hour dock only casuals shall remain intact and active.

24. **Class B CDL Drivers**

The employer shall be allowed to establish a Class B CDL driving position at all STDF terminals during the life of this Agreement. These positions are intended to assist with driver capacity constraints and to further reduce the use of subcontractors. The Employer will cap usage of Class B drivers at fifteen percent (15%) by terminals.

All current employees shall have the right to bid any open Class B CDL positions on a one time only basis.

All current Class A CDL employees that chose to bid on a Class B CDL position must maintain their current Class A CDL and they will preserve their Class A CDL rate of pay.

After the initial one (1) time bid, a Class A CDL driver will not be allowed to bid a Class B CDL open position. On a one (1) time basis, a Class A CDL employee who bids a Class B straight truck position will have a one (1) time option to bid back to a Class A CDL position at the terminal normal schedule bid cycle.

Class B CDL drivers will be on the same terminal seniority list as all other employees.

If a Class A CDL driver is needed to operate a Class B CDL vehicle due to the lack of a Class B drivers, said driver shall be paid the Class A rate of pay for the entire day. This position will be filled by a ten percenter (10%).

Class B CDL drivers shall be paid ninety percent (90%) of the top CDL Class A qualified driver rate.

In the event of a lay-off, seniority shall prevail based on the qualification of the driver.

The company will work with each Local Union to transition to the Class B CDL bids. The company will designate the Class B bids on all annual or semi-annual bids. In the event the Employer chooses to add additional Class B CDL bids, the Employer will work with the Local Union.

Any issues relating to the implementation of a Class B driving positions shall be subject to the grievance procedure.

25. 401(k)

Employer will make available to regular seniority employees a 401(k) Tax Deferred Savings Plan. (No matching Employer contributions.) The Employer agrees to pay any administrative costs of the plan. During the term of this Agreement, employees will have the option, on an individual basis, to transfer from the Standard Forwarding LLC 401(k) Plan to the Teamsters National 401(k) Savings Plan.

26. WORKDAY – WORKWEEK

- a. All hours worked in excess of forty (40) in any one (1) week shall be paid at the rate of time and one-half (1 ½) the regular hourly rate.
- b. All paid time off shall count as eight (8) hours toward the weekly hour total for overtime purposes.
- c. In addition, the following examples will count towards the weekly hour total:
 1. A 10%er who is not given a work opportunity due to no fault of his will have his/her overtime protected for any days worked in excess of eight (8) throughout the week.
 2. If an employee is offered and accepts a company convenience, he/she will have their overtime protected for any days worked over eight (8) throughout the week.
 3. If a road driver does not get out on his regular dispatch and he/she works the following day(s) in local cartage, any hours worked in excess of eight (8) for those days worked in cartage will be paid at time and one-half. This applies to road drivers worked on a single board seniority system.

27. Office Clerical

- a. There will be a fifteen (15) minute coffee break in the morning and a similar period in the

afternoon with pay.

b. Start times will be bid once a year in conjunction with the driver's annual bid.

28. Probationary Employees

The parties agree the probationary period for new hires will be sixty (60) days effective at ratification of this Supplement. Under no circumstances shall any extension of the probationary period cause any employee to lose benefits that he/she would be otherwise able to enjoy under the previous probationary period.

29. Standard Forwarding Joint-Labor Management Committee (JLMC)

The Company and the Union, desiring to foster better day-to-day communications and maintain a mutually beneficial relationship, agree to establish a continuing communications program to maintain stable labor-management relations, address operational improvements and avoid controversies. The parties further agree to negotiate enabling language as part of this Supplement that will establish a JLM Committee under guidelines that are acceptable to both parties. The parties agree to use the current guidelines and meet at the four (4) Central Region J.A.C. meetings held yearly if needed.

30. Sick Leave

Article 38, Section 1, N.M.F.A. the following language shall remain inactive:

Effective January 1, 2009 the accrual and cash out dates for sick leave will move from April 1 to January 1. As an example, employees will be entitled to cash out accrued unused sick leave on April 1, 2008 and will accrue an additional 5 days sick leave between April 1, 2008, and December 31, 2008, and will be entitled to cash out any unused sick leave on January 1, 2009. In addition, no employee will lose their entitlement to the cash out of unused sick leave on January 1, 2009, because they were not able to satisfy the present eligibility provision of having received 90 days of compensation during the shorten qualifying period of April 1, 2008, through December 31, 2008.

30.. Duration

This Agreement shall be in full force and effect on March 6, 2018 and expires on March 5, 2021

FOR THE UNION




By _____
Ernie Soehl, Co-Chairman, TINFINC

FOR THE COMPANY



By _____
Volker Bargenda, President

By 
Robert R. Warnock, III, Sub-Committee Chair
TNFINC

