



## **TFORCE TENTATIVE AGREEMENT HIGHLIGHTS**

The Teamsters National Freight Industry Negotiating Committee has reached a tentative new national agreement with TForce Freight to succeed the current contract that expires on July 31, 2023.

This tentative agreement is the result of months of hard work by a negotiating committee made up of more than 30 dedicated and experienced union officials and rank-and-file members from all over the country. That committee has endorsed and approved this tentative agreement.

The tentative agreement with TForce Freight contains significant economic and non-economic improvements for approximately 7,800 members employed by the company.

**WAGES:** The tentative agreement includes the highest wage increases in the history of the national contract.

No split wage increases through the life of the agreement. No two-tier wages. Members will get full raises once a year as outlined in the contract, not split. If you are a qualified CDL employee there will be only one rate. If you are non-CDL employee there will only be one rate.

There will now be a two-year wage progression for new hires. The current contract has a longer, four-year wage progression for new hires.

Employees receiving the MRPA rate will now receive the general wage increase (GWI) through the life of this agreement.

**ADDITIONAL PAID HOLIDAY:** MLK Jr. Day added as a new paid holiday.

**DISCRETIONARY DAYS:** Two additional discretionary days have also been added to the agreement, increasing from 4 to 6.

Discretionary days for new hires after probation. Discretionary days will be prorated based on what quarter in the year you start working.

**CARD CHECK NEUTRALITY:** New company acquisitions

to be immediately covered by the agreement or subject to card check neutrality.

**CO-PAY REDUCTIONS:** Company contribution increases to maintain health care insurance and reduces the employee premium on the fourth year.

**PENSION CONTRIBUTION INCREASES:** There will be a pension increase on the fourth year.

**WORK RULE PROTECTIONS:** All hours worked on the seventh day will be at double time regardless of which day it falls on; holiday weeks would be the one exception.

Members who do come in on their day off cannot be forced past eight hours of work.

The 11-hour rule now has been defined as "punch to punch" (from the time you punch into work and leave work).

There will be an "overtime trigger" to get laid-off local cartage and clerks back to work, if the active employees are engaged in excessive overtime. This trigger is based on an overtime percentage.

No more 90 percent/10 percent guarantee language for full-time. Now 100 percent of our full-time workforce will be guaranteed eight hours when put to work.

*SUBJECT TO RATIFICATION BY THE MEMBERSHIP*



## **TFORCE TENTATIVE AGREEMENT HIGHLIGHTS** *(continued)*

Shuttle and drayage work will not count towards the guarantee covered under the agreement.

Road drivers will NOT BE WORKING THE DOCK, the one exception is for the current mini-hub operations. The employer must have APPROVAL from the union for any other expansion of the mini-hub operations.

**VACATION:** Accrued and unused vacation payouts when you retire (the day you want to retire).

There will be no blackout weeks for vacation selection.

**VOLUNTEER TRANSFER LANGUAGE:** Expansion of volunteer transfer language (members can actually cross classifications now, if qualified) and added a volunteer layoff clause. (During a layoff, if there is an opening within 75 miles of your terminal, you can cover that opening if it's in your classification until you are recalled to your terminal.)

**SHORTER PROBATION PERIOD:** The probationary period has been shortened for our new hires.

**HEAT:** Air conditioning in all newly purchased equipment (including jockeys). Regardless of if it is used equipment, it still must have operable air conditioning.

A system to get large fans installed at terminals with excessive temperatures.

**THEFT AND PROPERTY DAMAGES:** No member can be held liable for loss or damage of any property unless there is a proven theft.

**TIME AND A HALF:** Time and half will be paid out as a penalty for a supervisor working for all time spent.

**RIGHT TO STRIKE:** If the company refuses to abide by a national grievance committees' decision or an arbitration decision or refuses to pay your health care or pension contributions, members now have the right to take strike action during the life of this agreement for that refusal.

Penalties have been put in place to assure the percentage of rail and subcontracting come back into the bargaining unit. This is why it was so crucial to get the strike language in our grievance machinery, which was achieved.

**PAYROLL PENALTIES:** The penalties have been increased for delays in grievance payments, or agreed upon payroll errors, and there is the new penalty now. The employer must pay an individual who requests a proper reimbursement within the third payroll. Failure of such requests will start the penalty when the grievance is filed after that third payroll.

**PROTECTION AGAINST SUBCONTRACTING/DAILY GUARANTEES FOR ALL ROAD DRIVERS:** Road drivers are now protected against subcontracting. NO LAYOFFS FOR THE LIFE OF THE AGREEMENT! IF THERE IS RAIL OR SUBCONTRACTOR BEING USED, THEN THERE CANNOT BE A LAYOFF!

Road drivers will ONLY perform road work.

**PROTECTIONS AGAINST CAMERAS:** No outward facing camera can be used for disciplinary purposes and added that the inward facing camera must be physically covered up by the employer.

**PROTECTION AGAINST DRIVERLESS TRUCKS:** The company is prohibited from using robots, driverless vehicles, drones, or other technology to move freight or replace drivers, clerks, or dockworkers.

**CRUISE AND PEDAL SPEEDS:** 70 mph will be set for the cruise and pedal speeds for the road equipment that will be on roadways that have speed limits at 70 mph or greater.

**NO MORE "ONE WAY FREIGHT" LANGUAGE:** Penalties have been put in place to assure the percentage of rail and subcontracting come back into the bargaining unit. This is why it was so crucial to get the strike language in our grievance machinery, which was achieved.