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11-1-1967

## Service Stations and IBT Local 705

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## Service Stations and IBT Local 705

### Location

Chicago, IL

### Effective Date

11-1-1967

### Expiration Date

10-31-1970

### Number of Workers

6000

### Employer

No employer specified

### Union

Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union

### Union Local

705

### NAICS

44

### Sector

P

### Item ID

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### Comments

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ACCOUNT N°



# *Service Station Agreement*

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## **Local 705, I. B. of T.**

**Truck Drivers, Oil Drivers, Filling Station and Platform  
Workers' Union, Local No. 705, an Affiliate of the  
International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers of America**



*Effective Dates:*

**NOVEMBER 1, 1967 to OCTOBER 31, 1970**

**SERVICE STATION AGREEMENT**  
**NOVEMBER 1, 1967 — OCTOBER 31, 1970**

●

**Truck Drivers, Oil Drivers, Filling Station and Platform Workers' Union,  
 Local No. 705, an Affiliate of the International Brotherhood of Teamsters,  
 Chauffeurs, Warehousemen and Helpers of America**

●

**Collective Bargaining Agreement**

THIS AGREEMENT entered into by and between gasoline service station Employers of Metropolitan Chicago (hereinafter called the Employer), and Truck Drivers, Oil Drivers, Filling Station and Platform Workers Union, Local 705, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (hereinafter called the Union).

Witnesseth:

WHEREAS, the parties hereto have reached an agreement as the result of collective bargaining, and for the purpose of facilitating the peaceful adjustment of differences that may arise from time to time, to promote harmony and efficiency, and to the end that the Employer, the Employees, and the General Public may mutually benefit therefrom, the parties hereto, in consideration of the premises, contract and agree as follows:

**ARTICLE 1**

**Wages:**

1. Effective November 1, 1967, and continuing through October 31, 1968, the following wage scale shall prevail for a forty-eight (48) hour work week:

	<i>Straight Time Rate</i>	<i>Time and One-half Rate</i>	<i>Weekly Guarantee</i>
Driveway Salesman and Lubrication Man .....	\$2.70	\$4.05	\$129.60
Assistant Station Manager (Assistant Head Service Man) .....	2.95	4.425	141.60
Station Manager (Head Service Man).....	3.20	4.80	153.60
Utility Man (Washer).....	2.15		None

- Effective November 1, 1968, and continuing through October 31, 1969, the following wage scale shall prevail for a forty-eight (48) hour work week:

	<i>Straight Time Rate</i>	<i>Time and One-half Rate</i>	<i>Weekly Guarantee</i>
Driveway Salesman and Lubrication Man .....	\$2.85	\$4.275	\$136.80
Assistant Station Manager (Assistant Head Service Man).....	3.10	4.65	148.80
Station Manager (Head Service Man).....	3.35	5.025	160.80
Utility Man (Washer).....	2.30		None

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Effective November 1, 1969, and continuing through October 31, 1970, the following wage scale shall prevail for a forty-eight (48) hour work week:

	<i>Straight Time Rate</i>	<i>Time and One-half Rate</i>	<i>Weekly Guarantee</i>
Driveway Salesman and Lubrication Man.....	\$3.00	\$4.50	\$144.00
Assistant Station Manager (Assistant Head Service Man).....	3.25	4.875	156.00
Station Manager (Head Service Man).....	3.50	5.25	168.00
Utility Man (Washer).....	2.45		None

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2. Employees scheduled to work on the third shift as defined in Article 2 shall receive a shift differential of ten cents (\$.10) per hour.
3. A newly hired Driveway Salesman who has had less than 90 days experience in the industry may be paid on the basis of forty cents (\$.40) less than the prevailing hourly rate; thirty cents (\$.30) less than the prevailing hourly rate between the 90th and 135th day of employment; fifteen cents (\$.15) less than the prevailing hourly rate between the 135th day and 365th day. Thereafter he shall be paid the full scale.

A newly hired Driveway Salesman who has had experience in the industry shall be paid the wage scale equal to his previous experience regardless of the fact that he is a new employee of the Employer.

4. Station Manager, Assistant Station Manager, Head Serviceman, Assistant Head Serviceman, Driveway-Lubrication Man shall perform any and all of the various duties about the Service Station. Utility Man, also known as Washer, shall perform such duties as wash cars, move cars and do general utility and cleaning work, and shall not perform such work as lubrication, change oil, pump gasoline, service cars or do mechanical work.
5. The Employer shall not change or modify the work content of the employees' job classification without the consent of the Union.

### ARTICLE 2

**Hours:**

1. The first shift shall start between 6:00 o'clock a.m. and 10:00 o'clock a.m.
2. The second shift shall start between 2:00 o'clock p.m. and 5:00 o'clock p.m.
3. The third shift shall start between 10:00 o'clock p.m. and 1:00 o'clock a.m.
4. Each shift shall continue for eight (8) consecutive hours from the starting time.
5. The Employer shall post weekly schedules — one week in advance.
6. Employees shall have the right to select shifts and schedule starting time of any shift by order of seniority in the event a permanent vacancy occurs, provided, however, that the Employer shall not be required to assign an Employee to a shift for which he is not qualified.
7. The Employer shall designate the lunch period in each service station operated by him.

### ARTICLE 3

**Weekly Guarantee:**

1. The work week for a regular Employee shall consist of a guaranteed forty-eight (48) hours per week, eight (8) consecutive hours a day, six (6) consecutive days per week only. Time worked in excess of eight (8) consecutive hours per day or forty-eight (48) hours per week shall be paid for at the rate of one and one-half times the regular hourly rate as shown above in Article 1, paragraph 1. Time worked before starting of regular shift or after quitting time of regular shift shall be paid for at the rate of one and one-half times the regular hourly rate as shown above in Article 1, paragraph 1. There shall be no split

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shifts. When an Employee is asked to report to work he shall work an uninterrupted span of hours. Other than the lunch period, there are to be no time intervals without pay during any work shift. Any regular Employee who is called for work is to be paid a minimum of eight (8) hours pay.

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2. If, at any time during the term of this contract, or any extension thereof, Employees of gasoline service stations shall become covered under the overtime provisions of any wage and hour law, the straight time hourly rates set out herein shall be the basis upon which any overtime payments will be computed and, in such event, the weekly guarantee provided herein shall not apply.
  3. The weekly guarantee and overtime provisions of this contract shall not apply to Utility Men. When a Utility Man is asked to report for work, he shall be paid a minimum of three (3) hours pay.

#### ARTICLE 4

##### Part-Time Worker:

1. The Employer shall have the right to employ part-time Employees. Part-time Employees shall work only consecutive hours in any one day. Part-time Employees who work no more than twenty-four (24) hours in any work week shall not be deemed to be regular Employees and will not be eligible for the applicable weekly guarantee as set forth in Article 3. Part-time Employees who work in excess of twenty-four (24) hours in any work week will be paid in accordance with the weekly guarantee as set forth in Article 3. For each three full-time men employed at any one location, the Employer shall be allowed not more than one (1) part-time man with a maximum of three (3) part-time men at any one location. After the first regular Employee has been put to work on any one shift, the Employer may use a part-time Employee.
2. All part-time Employees shall be paid the regular rate of pay as provided in Article 1.
3. All part-time Employees shall become members of the Union, as provided in Article 9.

#### ARTICLE 5

##### Holidays:

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1. The following holidays shall be observed: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
  2. When a holiday falls on a Sunday it shall be observed on Monday.
  3. Employees shall be paid double time for all work performed on a holiday. Employees called to work on a holiday shall be guaranteed eight (8) hours work or its equivalent in pay. Employees shall be paid for holidays not worked (even though it falls on the Employee's day off) on the basis of eight (8) hours straight regular time plus his shift differential. In lieu of paying an Employee for a holiday falling on an Employee's day off, the Employer may give such Employee a day off either the day before or the day after the holiday with full pay.

#### ARTICLE 6

##### Vacations:

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- B42-43  
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- One (1) week vacation with pay shall be given to all full time Employees who have worked for the same Employer for one (1) year consecutively.
  - Two (2) weeks' vacation with pay shall be given to all full time Employees who have worked for the same Employer for two (2) years consecutively.
  - Three (3) weeks' vacation with pay shall be given to all full time Employees who have worked for the same Employer for five (5) years consecutively.
  - Four (4) weeks' vacation with pay shall be given to all full time Employees who have worked for the same Employer for fifteen (15) years consecutively.

## ARTICLE 7

### Economic Loss:

An Employee covered by this Agreement who has at any time since May 1, 1961, received a wage rate in his present classification in excess of the rate for that classification, set forth in Article 1, paragraph 1 of this Agreement, shall suffer no reduction in his rate per hour through the signing of this Agreement, so long as he continues to be employed by the same Employer, and works in the same classification. In no event, however, will any Employee be entitled to weekly overtime pay for hours worked unless such hours exceed forty-eight (48) hours in any work week. No Employee shall receive less than the hourly rates provided in Article 1 of this Agreement.

## ARTICLE 8

### Individual Negotiating:

No Employer and Employee, either orally or in writing, shall enter into any arrangements, contracts or agreements relating to wages, hours or other terms and conditions of employment.

## ARTICLE 9

### Union Security:

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1. The Employer agrees to notify the Union upon hiring an Employee.
  2. All present Employees who are members of the Union on the effective date of this Agreement or on the date of the execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment. All present Employees who are not members of the Union and all Employees who are hired hereafter shall become and remain members in good standing as a condition of employment on and after the thirty-first day following the beginning of their employment or on and after the thirty-first day following the effective date of this Agreement whichever is the later. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively.
  3. The Employer recognizes the Union as the exclusive representative of the Employees in the classification of work covered by this Agreement.

## ARTICLE 10

### Deductions:

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The Employer agrees to deduct from the pay of all Employees covered by this Agreement, dues, initiation fees and/or uniform assessments of the Union and agrees to remit the same to the Union along with a statement of such deductions. Where laws require written authorization by the Employee the same is to be furnished in the form required. No deductions shall be made which are prohibited by applicable law.

## ARTICLE 11

### Overtime:

Overtime for all Employees shall be pro-rated on a minute basis for all overtime worked, and overtime payments shall not be pyramided.

## ARTICLE 12

### Weekly Pay Days:

All regular Employees shall be paid weekly with the exception of part-time Employees who shall be paid when laid off. No Employer shall hold back more than six (6) days' pay.

## ARTICLE 13

### Seniority:

- {
1. Seniority shall prevail as a part of this Agreement.
  2. The last man employed shall be the first man laid off.

## ARTICLE 14

### Time Clocks:

The Employer should furnish and maintain time clocks and time cards at each station. An Employee must punch the clock upon reporting in and at the end of his regular work day unless asked to work overtime, in which event the station manager shall approve such overtime work in writing upon the card, and the Employee shall punch out when he has completed the day's work.

## ARTICLE 15

### Uniforms:

All special liveries, uniforms, etc., required or given to be worn by the Employees shall be furnished by the Employer. The Employer shall pay for laundering, cleaning and repairing of all special liveries, uniforms, etc.

## ARTICLE 16

### Notices:

1. If for any reason an Employee shall not be able to report to work at the proper hours, such Employee shall notify his Employer at least two hours before time.
2. All Employees shall give the Employer one (1) week's notice before leaving his employ. The Employer is also to give all full time Employees who have been in his employ six (6) months or more one (1) week's notice previous to their discharge, or one (1) week's severance pay in lieu of notice. Intoxication, dishonesty or conduct detrimental to the Employer are to be considered sufficient cause for discharge without notice.

## ARTICLE 17

### Workmen's Compensation:

1. The statutory provisions of the Illinois Workmen's Compensation Act and/or the Illinois Occupational Diseases Act shall be part of this Agreement, and where the Employer comes under the jurisdiction of either or both of these said Acts, he shall promptly comply with all provisions of these said Acts and amendments thereto.
2. The statutory provisions of the Federal Social Security Act and the Old Age Pension Act shall be promptly complied with. The Employer agrees to carry liability insurance with a recognized risk firm to protect Employees should they be injured, disabled or killed in the scope of their employment with the Employer. Liability insurance is a part of this Agreement and the Union may at its discretion, examine the policies of the Employer. This Agreement protects the representative of the Union in making this request.

## ARTICLE 18

### Owners and Partners:

Whenever an Employer consists of more than one working Partner or Owner, then only one Partner or Owner shall be considered as the Employer and all other working Partners or Owners shall be deemed to be Employees covered by this Agreement and subject to all of its terms and conditions.

## ARTICLE 19

### Protection of Rights

### Picket Line:

*Section 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 refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.



### **Struck Goods:**

*Section 2.* It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the Employees of the Employer or person on strike.

*Section 3.* The Employer agrees that it will not cease or refrain from handling, using, transporting, or otherwise dealing in any of the products of any other Employer or cease doing business with any other person, or other applicable law, as a result of individual employees exercising their rights under this Agreement or under law, but the Employer shall notwithstanding any other provision in this Agreement when necessary continue doing such business by other Employees.

### **Sympathetic Action:**

*Section 4.* In the event of a labor dispute between any Employer, party to this Agreement, and any International Brotherhood of Teamsters' Union, parties to this or any other International Brotherhood of Teamsters' Agreement, during the course of which dispute such Union engages in lawful economic activities which are not in violation of this or such other Agreement, then any other affiliate of the International Brotherhood of Teamsters, having an Agreement with such Employer shall have the right to engage in lawful economic activity against such Employer in support of the above first-mentioned Union notwithstanding anything to the contrary in this Agreement or the International Brotherhood of Teamsters' Agreement between such Employer and such other affiliate.

### **Exclusion from Grievance:**

*Section 5.* This Article 19 in its entirety is not subject to, and is specifically excluded from the provisions of the grievance procedure.

## **ARTICLE 20**

### **Discipline and Discharge:**

*Section 1.* All grievances relating solely to the discharge or discipline of an Employee shall be processed as follows:

(a) The Employer and the Union shall within five (5) working days after notice of the grievance meet as a grievance committee and reach a settlement which shall be final and binding.

(b) If the parties fail to reach a settlement within the aforesaid time, then within five (5) working days thereafter the matter shall be submitted to the permanent Joint Grievance Committee constituted as set forth in Section 2(b) of this Article. If the Joint Grievance Committee resolves the dispute by a majority vote of those present and voting, then such decision shall be final and binding upon the parties, but if the Joint Grievance Committee is deadlocked on the disposition of the matter and the Union elects to arbitrate then within five (5) working days thereafter the parties shall agree on an arbitrator, and if they do not so agree then the arbitrator shall be selected from a list of five (5) names furnished by the Federal Mediation and Conciliation Service or American Arbitration Association at the Union's request, from which list the Employer and the Union shall each strike two different names and the person whose name remains shall become the arbitrator. Should the Joint Grievance Committee or the arbitrator find that the Employer has unjustly disciplined or discharged an Employee, then such Employee shall be reinstated to his former position and paid for all lost time. All findings of the arbitrator shall be final and conclusive and no strike or lockouts shall occur pending a final determination of the arbitrator, except as is hereinafter provided. Nothing herein contained shall authorize the arbitrator to alter the terms and conditions of this Agreement or make a new Agreement. The fees and expenses of the Joint Grievance Committee and arbitration shall be paid by the loser. If the Union does not elect to arbitrate, then the discipline or discharge imposed shall be final.

## **Grievances Other Than Discipline or Discharge:**

*Section 2.* All differences relating to the interpretation or application of any provision of this Agreement, other than discharge or discipline of an Employee, shall be processed as follows:

(a) The Employer and the Union shall within five (5) working days after notice of the grievance meet as a grievance committee and reach a settlement which shall be final and binding.

(b) If the parties fail to reach a settlement within the aforesaid time, then the matter shall be submitted to a permanent Joint Grievance Committee composed of five (5) Employer representatives, designated by the following: Gasoline Retailers Association of Metropolitan Chicago, and five (5) Union Representatives, designated by the Union.

The Joint Grievance Committee shall be convened after receipt of notice from the Employer or the Union party to the dispute and shall meet at a mutually convenient time and place, but not later than seven (7) days after receipt of the aforesaid notice, and shall render its decision or award within three (3) days after convening. If the Joint Grievance Committee resolves the dispute by a majority vote of those present and voting, then such decision shall be final and binding upon the parties. If the Joint Grievance Committee is deadlocked on the disposition of the dispute then either party shall be entitled to all lawful economic recourse to support its position in the matter. The Joint Grievance Committee may adopt such rules of procedure as it determines necessary in its sole discretion, and shall have the power to require the production from the Employer of all books and records, including payroll and time sheets necessary to a complete disposition of the dispute and to make a complete and final disposition of all matters before it including, but not limited to, a money award for violation of the wage, hour, overtime provisions or health and welfare contributions, including costs and attorney's fees. Pending a disposition of the dispute by the Joint Grievance Committee there shall be no strike or lock-out, except as hereinafter set forth, provided, however, that nothing herein shall authorize the Joint Grievance Committee to alter the terms and conditions of this Agreement or to make a new agreement.

## **Cumulative Remedy:**

*Section 3.* Upon failure of the Employer to meet with the Union to adjust a grievance when requested to do so, or to appoint members of the grievance committee or Joint Grievance Committee or its designees to convene and render an award within the prescribed time or to strike names from the list, or failure to comply with any duty under this Article or final decision of the grievance committee, arbitrator or Joint Grievance Committee, then the Union at its discretion shall be permitted all legal and economic recourse (including the right to strike) in support or enforcement of its demands notwithstanding anything to the contrary contained in this Agreement. The action taken by the Union in recourse or enforcement of its rights shall not be arbitrable or reviewable by any tribunal. Grievance and arbitration proceedings on behalf of an Employee respecting his grievance may be invoked by the Union when in its opinion it deems it justified. The recourse reserved to the Union in this Agreement shall be cumulative with any other economic or legal remedy available to it. The Union may (in addition to pursuing other remedies) sue the Employer in the Union's own behalf or in behalf of any aggrieved Employee for specific performance of this Agreement, injunctive relief, recovery of dues, wages, vacations, or other benefits or any other legal redress including the enforcement of the decision in Sections 1(a) and 2(a) hereof or of the decision or award by the arbitrator or Joint Grievance Committee in Sections 1(b) and 2(b) hereof. The Employer hereby expressly waives the right to object to the Union being party plaintiff in such action. In pursuing the aforesaid legal remedies, the Union shall have the right to recover all reasonable costs and attorney's fees. When the Employer questions the arbitrability of the grievance under this Article then the Union shall have the right to strike in support of such grievance.

*Section 4.* Should the Union have conclusive evidence that the Employer is wilfully undercutting the wage scale or employing Employees in violation of the Union Security Clause of this Agreement or does not maintain a time clock or adequate time records or will not allow the auditor designated under this Agreement to inspect the Employer's books and records

then the Grievance and Arbitration provisions shall have no application to such facts and circumstances and the Union shall be permitted all legal and economic recourse in support of its demands notwithstanding anything to the contrary contained in this Agreement, provided that the Union shall give the Employer two (2) working days within which to comply with the Union's demand or present satisfactory proof of compliance with this Agreement.

#### **ARTICLE 21**

##### **Extra Payments, Etc.:**

No Employer shall put into effect any new plan of an economic nature, affecting Employees (such as incentive plans, sick leave schedules, piece rate plans, etc.) without first checking with and securing the approval of the Union.

#### **ARTICLE 22**

##### **Fine and Suspension:**

1. The Union shall cause charges to be filed against Employee members, and cause such Employee when such charges are proved to be disciplined either by fine, suspension or expulsion for the following causes:
  - (a) Utility men doing other than their duties.
  - (b) Any member leaving his work, unless absolutely necessary, without authority, order or permission.
  - (c) Any dishonesty by the members, or for failure to account properly and promptly for monies collected by him.
  - (d) Drunkenness and insubordination.
  - (e) Any member quitting his Employer without giving one (1) week's notice.

#### **ARTICLE 23**

##### **Sale of Physical Assets:**

The Employer during the life of this Agreement when he sells or leases his business or station shall inform the purchaser or the lessee of the exact terms of this Agreement and shall make the sale or lease conditional on the new purchaser or new lessee assuming all the Employer's obligations of this Agreement until its expiration date.

#### **ARTICLE 24**

##### **Union Officials:**

The authorized Union representative will have access to the Employer's establishment at all times for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being lived up to. It is agreed that such will be done along lines to maintain efficiency at the establishment and avoid overt friction.

#### **ARTICLE 25**

##### **Auditing:**

1. The Union may audit payroll records relative to hours and wages paid by any Employer.
2. The parties do hereby stipulate that Frank Baker & Co., Certified Public Accountants, is hereby appointed and will be the Auditor on behalf of the parties covered by this Agreement; that he shall at any time when requested by either party make the necessary audit of any Employer covered by this Agreement to determine if the terms and conditions of this Agreement are carried out and complied with.
3. The cost of the audit will be borne by the Employer if it is shown that he has violated the Agreement and by the Union if it is shown that the Employer is in compliance.

#### **ARTICLE 26**

##### **Collections:**

The Employee shall collect all monies that he is authorized to collect by the Employer and shall strictly and promptly account for and turn over same to said Employer.

## ARTICLE 27

### Saving Clause:

*Section 1.* If any Article or Section of this Agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Sections to persons or circumstances other than those as to which it has been held invalid or as to which compliance with, or enforcement of has been restrained, shall not be affected thereby.

*Section 2.* In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

*Section 3.* This Agreement shall in all respects supersede and take precedence over all other agreements by and between the Employer and any other labor organization.

## ARTICLE 28

### Funeral Leave:

An Employee shall be paid for necessary absence, during his regular work week, to attend the funeral on account of death in the immediate family, up to and including a maximum of two days, on the basis of eight hours at straight time for each day of such absence. For the purpose of this Article, the immediate family shall include the father, mother, spouse, children, brother and sister of Employee.

## ARTICLE 29

### Injured on Job and Compensation Claims:

Employees injured on the job shall not forfeit their daily guarantee for such day notwithstanding the fact that such injuries prevented them from working the full scheduled day. An Employee who was injured on the job, and is sent home, or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate for the balance of his regular shift on that day. An Employee who has returned to his regular duties after sustaining a compensable injury who is required by the Workmen's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

## ARTICLE 30

### Garnishments:

In the event of notice to an Employer of a valid garnishment or impending garnishment the Employer shall not take any disciplinary action against the Employee for a reasonable period for the first three (3) garnishments during which period the Employee shall adjust the same. After three (3) valid garnishments, disciplinary action (discharge in extreme cases) may be taken. No garnishment shall be used in the application of this Article after nine (9) months from the date of the service of such garnishment upon the Employer.

## ARTICLE 31

### General:

1. The use of any pronoun or gender in this Agreement shall be deemed to embrace the neuter, masculine or feminine pronoun or the singular or plural gender, as the context may admit.
2. This contract shall be deemed to have been executed for all purposes at Chicago, Illinois.
3. All notices required hereunder to be given to the Employer or Union shall be deemed given when mailed certified mail or sent Western Union, addressed to the Employer or Union at the address listed hereinafter.

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## ARTICLE 32

### Termination:

This Agreement shall become effective on November 1, 1967, and continue in full force and effect until October 31, 1970, and thereafter from year to year unless written notice of intention to terminate or modify is given by either party at least sixty (60) days prior to October 31, 1970, or at least sixty (60) days prior to any October 31 thereafter.

## ARTICLE 33

### Health & Welfare Fund

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*Section 1.* The Employer for each regular Employee shall pay the sum of five dollars (\$5.00) per week to Local 705 International Brotherhood of Teamsters Health & Welfare Fund (Fund), an irrevocable trust heretofore created by an Agreement and Declaration of Trust (Trust Agreement), pursuant to a Collective Bargaining (Cartage) Agreement between certain Employers and the Union. The Fund shall use these payments for purposes permitted under the Trust Agreement and to provide health, welfare, death and such other benefits as permitted by said Trust Agreement, as amended, from time to time, and by Section 302(c) of the Labor-Management and Relations Act of 1947. The Trustees of the Fund shall have the sole power (a) to construe the provisions of the Trust Agreement and rules and regulations and all terms used therein, and (b) to determine all disputes with respect to eligibility, the right to participate in benefits of the Fund, time, method of payment, payment during periods of Employee illness or disability, methods of enforcement of payment and related matters, and any construction adopted and any determination made by the Trustees in good faith shall be final and binding upon all Employers, Employees, participants, legal representatives, dependents, relatives, and all persons and parties.

*Section 2.* The Employer payments to the Fund shall be as follows:

(a) The amount per Employee per week shall be paid for all Employees covered by this Agreement for any work in which such Employee performs any services for the Employer even when such services are not performed under the terms of this Agreement;

(b) Payment shall be made on replacements for absentee Employees for the days worked by such replacements at a rate equal to twenty per cent (20%) per day of the aforesaid weekly payment;

(c) The obligation to make the above payments shall continue during periods when a new Collective Bargaining Agreement is being negotiated;

(d) All leaves of absence, when granted by the Employer, in addition to the requirements of the parties, shall be conditioned upon the Employer and the Employee making satisfactory arrangements for paying the weekly payment to the Fund, and at all times the payment shall be made by the Employer for the period of such granted leave of absence;

(e) Whenever an Employer is not obligated to make payment to the Fund for an absent Employee, then the Employee shall make the required payment;

(f) Contributions required to be paid hereunder shall be paid for all days off which are paid for under the Holiday and Vacation provisions of this Agreement.

*Section 3.* Whenever the Union in its sole discretion determines that the Employer is delinquent in making payments to the Health & Welfare Fund, as required under this Agreement or the rules and regulations of the Fund, then the Union may strike the Employer to enforce payment. This provision shall not be subject to and is specifically excluded from the Grievance Procedure. The Employer shall be responsible for any losses of any Health and Welfare benefits resulting thereby and reimbursement for all wages lost because of any action taken by the Union.

### Military Clause

*Section 4.* The Employer shall pay the Health & Welfare Fund contributions on Employees on leave of absence for training in the Military Reserves or National Guard, but not to exceed fourteen (14) days.

IN WITNESS WHEREOF, the representative of the Employer, and the representative members of the Union, Truck Drivers, Oil Drivers, Filling Station and Platform Workers' Union Local No. 705, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, 220 South Ashland, Chicago 7, Illinois, have hereunto affixed their names.

Dated:.....

**SIGNED FOR THE EMPLOYER:**

**SIGNED FOR THE UNION:**

TRUCK DRIVERS, OIL DRIVERS, FILLING STATION AND PLATFORM WORKERS' UNION, LOCAL No. 705, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

\_\_\_\_\_  
(Name of Company)

\_\_\_\_\_  
(Address of Company)

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Secretary-Treasurer)

\_\_\_\_\_  
(Title)



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The Illinois Refunds of Wages Act (Ill. Rev. Stat. 1959, Ch. 48) provides the following:

Sec. 216a. *Definitions.* Sec. 1. For the purposes of this Act, the term "person" shall include any person, firm, partnership, association, corporation, or group of persons.

As used in this Act the term "employer" shall include any person, firm, partnership, association, corporation or group of persons employing a member or members of an association or union of workers having a collective bargaining contract or agreement with such person, firm, partnership, association, corporation or group of persons which contract or agreement requires payment of a stipulated minimum rate of wages.

Sec. 216b. *Personal service contracts for minimum wages—Refund of wages to employer prohibited.*

Sec. 2. Whenever a collective bargaining agreement or contract between any employer or any association of employers and any association or union of employees for performance of personal service requires that employees, members of an association or union party to such agreement, engaged in its personal performance shall be paid a stipulated minimum rate of wages, it shall be unlawful for any person, either for himself or any other person to request, demand, persuade, induce or attempt to induce any such workman or employee, either before or after such workman or employee is engaged, to pay back, return, donate, contribute or give any part or all of said workman's or employee's wages, salary, or thing of value to the employer, his agents or representative, or any person acting for the employer or to receive or accept from such workman or employee, or any person acting for him, any part or all of such workman's or employee's wages or salary as a refund, gift or donation.

Sec. 216d. *Penalty.* Sec. 4. Any one violating the provisions of this act shall be fined not less than one hundred dollars (\$100.00) nor more than three hundred dollars (\$300.00) for each violation, and shall be guilty of a violation for each individual employee involved in such violation.

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