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Collective Bargaining Agreements

7-1-1974

Automobile dealers and Excavating, Grading, Asphalt, Private Scavengers and Automobile Salesroom Garage Attendants, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 731 (1974)

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Automobile dealers and Excavating, Grading, Asphalt, Private Scavengers and Automobile Salesroom Garage Attendants, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, Local 731 (1974)

Location

Chicago, IL

Effective Date

7-1-1974

Expiration Date

7-31-1976

Number of Workers

1300

Employer

No employer specified

Union

Excavating, Grading, Asphalt, Private Scavengers and Automobile Salesroom Garage Attendants

Union Local

731

NAICS

44

Sector

P

Item ID

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Comments

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7/1/74 - 7/31/76

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GARAGE ATTENDANTS AGREEMENT

THIS AGREEMENT is made effective the first day of July, 1974, for all Buick, Cadillac, Chevrolet, Chrysler, Dodge, Plymouth, Pontiac and AMC Employers and all miscellaneous employers and made effective the first day of August, 1974 for Ford and Lincoln Mercury Employers and made effective the first day of November, 1974 for Oldsmobile Employers and made effective the first day of _____, 197__ for Foreign Car Dealer Employers and entered into this _____ day of _____ 1974, by

and between _____ hereinafter Called the DEALER, and the EXCAVATING, GRADING, ASPHALT, PRIVATE SCAVENGERS AND AUTOMOBILE SALESROOM GARAGE ATTENDANTS LOCAL UNION No. 731, Chicago, Illinois, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America, hereinafter called the UNION. It is negotiated for the purpose of specifying wage schedules, hours of work, conditions of employment, adjustment of complaints between the DEALER and his utility employees, washers, garage attendants and parts department employees as herein classified, and for the further purpose of preventing strikes, lockouts and other disturbances, thus insuring and perpetuating harmonious relations between the DEALER and his employees.

ARTICLE I—Union Recognition

SECTION 1. The DEALER recognizes the UNION as the sole and exclusive bargaining representative for all utility employees, washers, garage attendants and parts department employees as hereinafter classified and referred to as "Employee" or "Employees".

SEC. 2. All present employees who are members of the UNION on the effective date of this subsection or on the date of 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 of the UNION as a condition of continued employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this section or the execution 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.

SEC. 3. The DEALERS shall deduct from the pay of all Employees all dues and initiation fees which have been authorized in writing by the member-employee concerned. The UNION shall furnish the DEALER with signed individual check-off authorization cards which give the DEALER the authority to make such payroll deductions. Moneys so collected shall be remitted to the UNION not later than the twentieth (20th) day of the current month.

SEC. 4. A representative of the UNION shall have the right to visit the premises of the Employer for the purpose of negotiating, adjusting complaints, and enrolling new members, and to see that this Agreement is fully performed.

ARTICLE II—Classifications

SECTION 1. *Utility Employees.* The term "utility employees" shall apply to employees who wax, shine, buff, or otherwise polish vehicles or who spray or otherwise apply undercoating to vehicles, occasionally drive vehicles for purpose of receipt and delivery, assist toward building maintenance or perform other semi-skilled tasks necessary to the DEALER'S operation.

SEC. 2. *Washers.* The term "washers" shall apply to employees who wash or otherwise clean vehicles.

SEC. 3. *Garage Attendants.* The term "garage attendants" shall apply to employees who do clean-up work, to night men, to vehicle movers within or upon the DEALER'S premises, and to others who may be assigned to miscellaneous work of an unskilled nature.

SEC. 4. Any of the above classifications may be required to shovel snow.

SEC. 5. *Partsmen.* The term "partsmen" shall apply to employees of the parts department who make sales to customers, fill requests of the service department, use catalogues, mark and store parts in the stock room, keep records, make out sales slips, fill telephone orders, and perform such other services as are required by the DEALER.

SEC. 6. *Stockmen.* The term "stockmen" shall apply to employees of the parts department who unpack and store parts, pick up orders, perform general and miscellaneous labor in the parts department or perform such other service as is required by the DEALER.

SEC. 7. It is understood that employees of any of the foregoing classifications may be transferred from one classification to another within the discretion of the DEALER.

SEC. 8. Any person who performs work described in the above classifications fifty per cent (50%) or more of his working time, shall be required to join the Union in accordance with Article I, Sec. 2 of this Agreement.

SEC. 9. The Dealer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, sex or age (as required by law).

ARTICLE III—Wages

SECTION 1. The minimum hourly rates for the following sections shall be as follows:

- (A) (i) Effective July 1, 1974 through July 31, 1975, for Buick, Cadillac, Chevrolet, Chrysler, Dodge, Plymouth, Pontiac and AMC Employers and for all miscellaneous employers:
- (ii) Effective August 1, 1974 through July 31, 1975, for all Ford and Lincoln-Mercury employers:
- (iii) Effective November 1, 1974 through July 31, 1975, for all Oldsmobile employers:
- (iv) Effective _____, 197__ through July 31, 1975, for the herein named Foreign Car Dealer employers:

Classification	Straight Time Hourly Rate	Time and One-Half Hourly Rate
Utility Employees	\$3.97	\$5.955
Washers	3.87	5.805
Garage Attendants	3.77	5.655
No. 1 Counterman	4.14	6.21
No. 2 Counterman	4.04	6.06

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(B) Effective August 1, 1975 through July 31, 1976, for ALL Employers covered under (A) above:

Classification	Straight Time Hourly Rate	Time and One-Half Hourly Rate
Utility Employees	\$4.25	\$6.375
Washers	4.15	6.225
Garage Attendants	4.05	6.075
No. 1 Counterman	4.42	6.63
No. 2 Counterman	4.32	6.48

(In hiring inexperienced employees in the above classifications (A) and (B), it is mutually understood that the Dealer may, for a period of thirty (30) days only, pay hourly rates below those set forth herein.)

(In hiring experienced employees, the above rates shall prevail.)

(Employees being paid on a flat rate basis shall be paid the same per cent of the charge to the customer as they were paid under the Labor Agreement that expired in 1974 prior to this Agreement.)

- (C) (i) Effective July 1, 1974 through July 31, 1975, for Buick, Cadillac, Chevrolet, Chrysler, Dodge, Plymouth, Pontiac and AMC Employers and for all miscellaneous employers:
 (ii) Effective August 1, 1974 through July 31, 1975, for all Ford and Lincoln-Mercury employers:
 (iii) Effective November 1, 1974 through July 31, 1975, for all Oldsmobile employers:
 (iv) Effective _____, 197____ through July 31, 1975, for the herein named Foreign Car Dealer employers:

Classification	Straight Time Hourly Rate	Time and One-Half Hourly Rate
STOCKROOM APPRENTICES:		
Hiring Rates	\$3.79	\$5.685
After 3 months	3.85	5.775
After 6 months	3.91	5.865
After 9 months	3.97	5.955
After 12 months	4.04	6.06

(D) Effective August 1, 1975 through July 31, 1976, for ALL employers covered under (C) above:

Classification	Straight Time Hourly Rate	Time and One-Half Hourly Rate
STOCKROOM APPRENTICES:		
Hiring Rate	\$4.07	\$6.105
After 3 months	4.13	6.195
After 6 months	4.19	6.285
After 9 months	4.25	6.375
After 12 months	4.32	6.48

SEC. 2. Any employee who received more than the wage scale set forth in the previous contract, shall suffer no reduction in pay and shall be given an increase of 35¢ an hour on his appropriate effective date and an additional 28¢ an hour on August 1, 1975.

SEC. 3. The Dealer reserves the right to employ flat rate or other incentive systems of work on any of the foregoing classifications.

SEC. 4. All labor performed by the utility employees, simonizers, polishers and washers on either a flat rate basis or an hourly rated basis, which is found to be unsatisfactory labor, shall be done over in a satisfactory manner by the Employee or Employees, doing the work in the first instance without further pay or charge therefor. Time consumed on work done over shall be deducted from the minimum weekly guarantee. In the event the Employee doing the work in the first instance is absent, the amount paid the Employee doing the same work over will be deducted from the first Employee's weekly pay, not to exceed the original amount paid.

SEC. 5. There shall be no arbitrary cutback by the DEALER on the current flat rate percentage used, on the hourly rates, guarantees, coveralls or other monetary items. However, if the men employed in the entire shop agree by a majority vote with a Union representative present to such cutbacks, this is permissible.

SEC. 6. An employee discharged for just cause shall be paid all wages earned at the time of his discharge or not later than what would have been his next scheduled work day, providing he has returned to the Employer the Employer's work uniforms.

ARTICLE IV—Work Week

There shall be two work weeks which the DEALER may employ at his option: one of forty (40) hours straight time, Monday through Friday, inclusive, and the other at forty (40) hours at straight time, Tuesday through Saturday inclusive. The DEALER may employ some employees on one of these schedules and the rest of his employees on the other schedule.

ARTICLE V—Holiday Week

SECTION 1. When any one of the following holidays occurs, employees who regularly work a full work week shall receive a full day's pay for such holiday although not worked, even though it falls outside of their regular work week, and even though such holiday falls during their vacation period, provided they have worked their last scheduled work day before and their first scheduled work day after such holiday. Holiday pay shall be the number of straight time hours they ordinarily work in one full day times the hourly rate of their given classification.

NEW YEAR'S DAY	THANKSGIVING DAY
MEMORIAL DAY	DAY BEFORE CHRISTMAS DAY
FOURTH OF JULY	CHRISTMAS DAY
LABOR DAY	DAY BEFORE NEW YEAR'S DAY

Whenever the day before Christmas and the day before New Year's falls on a Sunday, it shall be treated as a Saturday Holiday.

SEC. 2. When any of the above holidays falls on a Saturday, the Employer shall specify by Wednesday preceding the holiday whether Friday shall be the regular workday or regarded as a paid holiday.

SEC. 3. When any of the above holidays falls on a Sunday, the following Monday shall be observed as the holiday.

ARTICLE VI—Overtime

SECTION 1. Time-and-one-half the straight time hourly rates of pay shall be paid to employees for all hours worked in excess of eight (8) hours in any one day and forty (40) hours per week as defined in Article IV, whichever is the greater.

FLAT RATE: Under the flat rate system, men shall be paid overtime at one-half the hourly rate, plus their flat rate earnings for all time worked in excess of eight (8) hours per day and forty (40) hours per week.

SEC. 2. Time-and-one-half the straight time hourly rate of pay shall be paid for work performed on Sunday.

When work is performed on any of the named holidays, as set forth in Article V, the employees will be paid time-and-one-half their straight time hourly rate of pay in addition to their regular holiday pay.

SEC. 3. Any employee covered by the terms of this Agreement who may be assigned to flat rate work or any work of an incentive nature, shall not be paid overtime except if their incentive earnings shall not be equal to their regular hourly rate of pay including overtime, as set forth in Article III of this Agreement.

SEC. 4. It is understood, however, that overtime shall be worked only at the discretion of and upon the authority of the DEALER.

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ARTICLE VII—Guarantees

SECTION 1. Employees being paid on the straight time hourly basis shall be guaranteed weekly compensation equal to their straight time hourly rates of pay on the basis of forty (40) hours per week. Employees being paid on a flat rate basis shall be guaranteed forty (40) times the hourly rate for their classification per week. These guarantees shall not be reduced because of the occurrence of a holiday during the work week providing employees work the scheduled work day before and the scheduled work day following such holiday. There shall be no duplication of guarantee and holiday pay for a holiday that falls within the work week.

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SEC. 2. It is understood that the guarantee shall be reduced proportionately when employees of their own accord or without the fault of the DEALER shall not work a full week of forty (40) hours, when this constitutes their regular work week plus any permissible time allowed to be worked without penalty of overtime payment as defined in Article VI, Section 1 of this Agreement.

SEC. 3. The weekly guarantee shall not apply to employees who quit the employment of the DEALER, or to any employees who consistently take time away from work during their regular working hours without the permission of their supervisors, or to employees who shall be discharged for cause. It is mutually understood, however, that discharge for cause shall be subject to the joint examination of the DEALER and the UNION according to the complaint procedure of this Agreement and if the DEALER and the duly constituted official of the UNION cannot agree, the matter shall be referred to arbitration in accordance with Article X of this Agreement.

ARTICLE VIII—Seniority

SECTION 1. Seniority, as the term is used herein, means the length of continuous service of any employee from the date of first employment by the DEALER.

SEC. 2. In the event of a decrease or an increase in the number of utility employees, washers, garage attendants or parts department employees, as herein classified, employed by the DEALER, the following factor shall govern:

If employees are relatively equal in ability, those with less seniority shall be laid off first and shall be called back to work in the reverse order of that in which they are laid off.

SEC. 3. The DEALER will give consideration to using UNION employees for all Saturday and Sunday work.

SEC. 4. Promotions shall be made by the DEALER within his sole discretion, but in making such promotions he shall consider seniority as well as ability, efficiency, knowledge, skill and training.

SEC. 5. Voluntarily leaving the employ of the DEALER or six (6) months unemployment as the result of a lay-off, shall break the seniority of any employee, except, however, that individual consideration may be given to the case where such employment has been interrupted by sickness or disability. Reinstatement after a lay-off or a leave of absence of less than six (6) months' duration, shall restore previous seniority rating. Utility employees, washers, garage attendants and parts department employees, as herein classified, shall not be considered regular employees until they have worked thirty (30) days. During this period they shall be without seniority status, but if their employment continues beyond thirty (30) days, their seniority shall commence as of the day they first entered the employ of the DEALER.

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Any employee may be discharged during his thirty (30) day probationary period for any reason whatsoever without recourse to the grievance procedure.

SEC. 6. Any utility employees, washers, garage attendants or parts department employees, as herein classified, who shall fail, without reasonable excuse, to report when called to work or who shall fail to report within three (3) days after being notified to return after a lay-off and who do not,

within three (3) days after being notified to return after a lay-off period, present to the DEALER a satisfactory reason for their failure to report shall be considered as having voluntarily terminated their employment with the DEALER.

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Any of the above employees who take time off on their own and do not inform their supervisors of their absence, can be subject to dismissal.

ARTICLE IX—Vacations

SECTION 1. The vacation period shall be from May 1st to October 1st of any year and vacation shall be taken according to seniority unless, by agreement between the DEALER and his employee, another method is pursued. Vacations may be taken at times other than between May 1st and October 1st if agreeable to the DEALER and the employee.

SEC. 2. Employees who shall have been continuously employed by the DEALER for less than one (1) year as of May 1st of any year during the life of this Agreement and more than six (6) months shall be entitled to vacation with pay of one (1) day for each month worked beginning with the eighth (8th) month and continuing to and including the twelfth (12th) month of employment. Employees with twelve (12) continuous months of service shall be entitled to one (1) week's vacation with pay in accordance with Section 7 of this Article.

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SEC. 3. An employee who shall have been a continuous active employee of the DEALER for twelve (12) months but less than two (2) years as of May 1st of any year during the life of this Agreement shall be entitled to one (1) week's vacation with pay plus the prorata share the employee was paid as of May 1st of the preceding year.

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SEC. 4. Employees who have been continuously employed by the DEALER for a period of two (2) years on May 1st of any year during the life of this Agreement shall be entitled to two (2) weeks' vacation with pay.

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SEC. 5. Employees who have been continuously employed by the DEALER for a period of eleven (11) years as of May 1st of any year during the life of this Agreement shall be entitled to three (3) weeks' vacation with pay.

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SEC. 6. Employees who have been continuously employed by the DEALER for a period of eighteen (18) years as of May 1st of any year during the life of this Agreement shall be entitled to four (4) weeks' vacation with pay.

Vacation time over two (2) weeks shall be taken during the vacation period at a time suitable to the DEALER.

SEC. 7. Vacation pay shall be computed on the basis of the DEALER'S regularly established work week times the minimum hourly rate of pay set forth herein prior to July 1st of the year in which the vacation is taken, exclusive of overtime, for the classification of work to which an employee is regularly assigned. Employees who absent themselves from work for reasons of their own shall subject themselves to possible forfeiture of vacation or vacation allowance.

Sixteen (16) days of service in any month will be counted as a full month of service for the purpose of this Article. Time spent on vacation shall be considered as time in service.

SEC. 8. Where an employee shall be notified not later than Friday noon of any week not to report for work the following week or weeks, he shall not receive compensation of any kind for the week or weeks of his absence from work. However, should the employee wish to quit rather than be subjected to such temporary suspension, he shall be paid all accumulated vacation allowances. When and if he returns to employment, his status shall be that of a new employee.

When an employee shall quit of his own accord and without notice to the DEALER, or be discharged for cause, he shall not be paid his pro rata share of any vacation pay which shall have accumulated to his credit since the last May 1st. Vacation allowance accumulated to his credit prior to the last May 1st shall be paid to him. An employee discharged for garnishments shall receive all accumulated vacation allowances.

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When an employee shall give one week's notice of intention to quit, he shall be paid any and all accumulated vacation allowance.

A new employee shall receive no accumulated vacation benefit at the time of quitting, under this Section, unless he has been continuously employed for at least six (6) months. For each month of service after his first six (6) months, such new employee shall receive one-twelfth (1/12th) of the vacation benefit he would have been eligible for on the next May 1st.

SEC. 9. When and if the DEALER shall sell or transfer his business to new ownership, he shall be obligated to his employees for all accumulated vacation allowances and other benefits of employment up to the time of sale or transfer. The new owner shall have the right to notify the employees that they may continue in his employment and retain all of the benefits of same, or he may notify them that, as of the date of his assumption of ownership, their status is that of new employees and thus afford to them opportunity to seek employment elsewhere if they so desire. If he does not notify them that he will hire them as new employees, he shall assume all obligations as to seniority and vacation pay.

The DEALER shall notify the UNION thirty (30) days prior to his discontinuance of business whenever possible.

It is agreed that vacation pay will be paid to all employees before they take their vacations; also that a vacation schedule will be posted by the DEALER not later than May 1st of each year.

ARTICLE X—Complaints

SECTION 1. Should complaints arise between the DEALER and his employees in the classifications covered by this Agreement, either individually or collectively, which shall be confined to the meaning and application of the provisions of this Agreement, they shall be settled at the earliest possible time by the use of the following procedure:

STEP ONE: The employee himself shall present the matter in dispute for settlement to the DEALER or the latter's authorized representative and at the same time shall notify the UNION in writing not later than thirty (30) days following the occurrence of the matter causing the dispute. If this is not done, the complaint shall not be valid. If it is found that the DEALER has violated a law and such violation forms the basis upon which the complaint rests, then the complaint may be referred to the complaint procedure specified in this Article. If the parties are not able satisfactorily to adjust the matter within thirty (30) days from the receipt of the written complaint, then,

STEP TWO: The complaint shall be taken up by the UNION'S representative and the Labor Committee of the Dealer Line Association of which the DEALER is a member.

STEP THREE: If the complaint is not settled in the Second Step within thirty (30) days from the date of the decision of the Labor Committee, it shall at the request of either party be submitted to arbitration.

The UNION and the Employer Members shall jointly request the Federal Mediation and Conciliation Service for a list of five (5) arbitrator's names. From the list, the UNION shall strike two (2) names, the EMPLOYER shall strike two (2) names, and the person whose name remains shall be the Arbitrator.

Arbitration hearings shall be commenced as soon as convenient. Each party shall pay one-half (1/2) of the expense of the arbitration proceedings and the expense of the Arbitrator. A decision of the Arbitrator shall be final and binding upon all parties concerned and shall be rendered not later than ninety (90) days from the date of completion of the arbitration hearing.

SEC. 2. An Employer who is not a member of a Dealer Line Association shall omit STEP TWO in Section 1 above.

SEC. 3. In consideration of Article X, Section 1, the UNION agrees that it will not strike, engage in slow-downs or other stoppages of work, nor establish a picket line at or around the DEALER'S place of business for any reason whatsoever for the duration of this Agreement, except as may be herein otherwise provided.

ARTICLE XI—Strikes and Lockouts

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 go through or work behind a picket line which has been authorized or sanctioned by Local 701, IAM, or the Teamsters' Joint Council No. 25, I. B. of T.

SEC. 2. It shall be a violation of this Agreement for employees of the Automobile Dealers represented by the above Unions, to refuse to go through or work behind a picket line authorized by any union other than Local 701, IAM, and/or the Teamsters' Joint Council No. 25, I. B. of T.

SEC. 3. In the event of the invalidation of any section, sentence, or article of this Agreement by any court or board of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XII—Management Responsibility

SECTION 1. It is mutually understood and agreed that nothing in this Agreement shall deprive the DEALER of full responsibility for the operation of his business, including the authority to employ any person he may choose to employ or to discharge any employee found to be unsatisfactory or to discipline employees, subject only to Article I and X of this Agreement.

SEC. 2. It is understood that employees who are discharged will be told of this fact at the time they are discharged. The DEALER will also notify the UNION in advance of such discharges when, in his judgment, this is possible. This is not to be construed to mean that the DEALER does not have the right to discharge an employee without prior notice to the UNION. It only means that if the situation is such that the DEALER may consistently do so, he will inform the UNION before taking such action.

SEC. 3. It is understood that the DEALER may continue to subcontract (let out) work which he has customarily subcontracted and any work which he determines to subcontract in the future during the term of this Agreement. It is understood that such subcontracting will not be done if this would cause the DEALER'S employees who are capable of doing the work to suffer loss of normal earnings. This does not mean that the DEALER may not close a department of his service activity and lay off men who worked in that department according to the seniority provisions of this Agreement if he determines that continuing to operate that department is not economically feasible. Where the DEALER decides to close a department, he will give at least thirty (30) days' notice to the men who normally work in that department.

SEC. 4. The DEALER will bear one-half (1/2) of the cost of coveralls or uniforms per week, and the DEALER will determine the number of suits to be used.

SEC. 5. *Wage Deduction Orders.* No Employer may discharge or suspend any employee by reason of the fact that his earnings have been subjected to a deduction order for any one indebtedness.

ARTICLE XIII—Jury Duty

Employees required to perform jury service shall be paid the regular hourly rate for their classification for time so

spent, provided they endorse their jury duty pay check and turn it over to the DEALER as proof they have served on a jury. An employee shall not be allowed more than two weeks off with pay for jury duty, as described above, in any one year of the Agreement. 620
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ARTICLE XIV—National Guard Emergency Duty

Employees required to perform National Guard duty in the case of a national emergency or riot duty shall be paid the regular hourly rate for their classification for time so spent provided they endorse their National Guard emergency duty or riot duty pay check and turn it over to the DEALER as proof they have so served. An employee shall not be allowed more than two (2) weeks off with pay for such National Guard emergency duty or riot duty, as described above, in any one year of the Agreement. F71
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ARTICLE XV—Health and Welfare—Pension

SECTION 1. The DEALER, beginning thirty (30) days after an employee is employed, shall pay to the Garage Attendants Local 731 Health and Welfare Fund (hereinafter called "Health and Welfare Fund," the sum of Six Dollars (\$6.00) for each employee employed during each calendar week. Effective January 1, 1975, this shall be increased to Seven Dollars (\$7.00) and effective August 1, 1975, this shall be further increased to Eight Dollars and Seventy-Five Cents (\$8.75).

SEC. 2. The DEALER, beginning thirty (30) days after an Employee is employed, shall pay to the LOCAL 731 PRIVATE SCAVENGERS AND GARAGE ATTENDANTS PENSION FUND (hereinafter called the "Pension Fund") the sum of Five Dollars (\$5.00) for each employee employed during each calendar week. Effective April 1, 1975, this shall be increased to Six Dollars (\$6.00) and effective August 1, 1975, this shall be further increased to Seven Dollars (\$7.00).

SEC. 3. The DEALER shall also submit a Remittance Report in a form to be furnished by the Administrators of the Health and Welfare and Pension Funds, showing the name of each employee employed during the period for which the report is made irrespective of whether any contributions are made for such employee, the date such employee was hired, re-employed, laid off or terminated, the social security number of each new employee, the period of time for which the report is made, the amount contributed on behalf of each employee, and the reason no contributions have been made, if such be the case. The Remittance Form and contributions shall be submitted each month to the Administrator of each Fund not later than the twentieth (20th) day of the month following the month for which contributions are due.

SEC. 4. In the event an employee becomes sick or sustains an injury not arising out of or in the course of his employment, the EMPLOYER shall continue to make the specified contributions to the Health and Welfare and Pension Funds for the period of time such employee is off work, not to exceed four (4) full guarantee weeks following the week in which sickness or injury occurred. EMPLOYER shall make contributions as provided in Sections 1 and 2 above during an employee's regular vacation period.

SEC. 5. In the event an employee sustains an injury or occupational disease arising out of and in the course of his employment, the EMPLOYER shall continue to make the specified contributions to the Health and Welfare and Pension Funds, commencing with the first full guarantee week following the occurrence or onset of such accidental injury or occupational disease, and continuing during the period of Temporary Total Disability as that period of time is determined by agreement between the DEALER and the employee or until a settlement under the Workmen's Compensation Act is made, or in the event of no agreement and no settlement, for the period of time that Temporary Total Disability is found to have existed by the Industrial Commission of Illinois, but in no event shall the EMPLOYER be required to continue contributions under this Section 5 for a number of

weeks greater than the weekly indemnity period provided by the Health and Welfare Plan then in effect.

SEC. 6. No contributions to the Pension Fund or the Health and Welfare Fund shall be required on behalf of any employee who is on leave of absence.

SEC. 7. The DEALER hereby confirms and ratifies the appointment of the following Employer Trustees of the Health and Welfare Fund: C. DAVID BURNS and FRED LITSINGER and confirms and ratifies the appointment of the following Employer Trustees of the Pension Fund: C. DAVID BURNS, together with their successors designated in the manner provided in the Health and Welfare Fund Agreement and the Pension Trust Fund Agreement respectively. The DEALER agrees that he is bound by and is a party to the Trust Agreements creating the Health and Welfare Fund and the Pension Fund, and all prior and subsequent amendments thereto, as if he had signed the original copy of each of the said Trust Agreements, both of which said Agreements being incorporated herein by reference and made a part hereof. The DEALER agrees to be bound by all action taken by said Employer Trustee pursuant to the said Agreement and Declaration of Trusts, as amended from time to time.

SEC. 8. The employees and the DEALER shall continue any life insurance currently in effect by agreement between them on the present basis, if available and if the employee so desires.

ARTICLE XVI—Health and Welfare and Pension—Miscellaneous

SECTION 1. Notwithstanding any other provision of this Agreement to the contrary, if the DEALER fails or refuses to remit the monthly Health and Welfare Fund or Pension Fund contribution herein provided within twenty (20) days after a notice of delinquency is mailed to the DEALER via registered mail, by the Administrator of the Health and Welfare or the Pension Fund, then, in such event, the UNION, without the necessity of giving any other or further notice, shall have the right to strike or take such other action as it shall deem necessary or appropriate during the period that any delinquency shall continue, and it is further agreed that in the event any such action is taken by the UNION, the DEALER shall be responsible to the employees for any losses of any Health and Welfare or Pension Fund benefits resulting therefrom.

SEC. 2. Notwithstanding any other provision of this Agreement to the contrary, if the DEALER fails or refuses to remit to the UNION the dues and initiation fees which the DEALER has been authorized to deduct as provided in Article I, Section 3, within twenty (20) days after a Notice of Delinquency is mailed via registered mail to the DEALER by the UNION, then, in such event, the UNION, without the necessity of giving any other or further notice, shall have the right to strike or take such other action as it shall deem necessary or appropriate during the period that any delinquency shall continue.

SEC. 3. (a) The UNION shall not have the right to strike as herein provided if, prior to taking such action the UNION and the Administrator of each Fund, are notified in writing by certified mail, return receipt requested, by the DEALER that a dispute exists concerning the amount of or liability for such contributions or remittances, specifically stating the basis for the dispute. A-14
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(b) If the dispute is not settled in thirty (30) days, either the UNION, the DEALER, or the Administrator of either of said Funds, may request in writing a hearing with the Labor Committee of the Dealer Line Association of which the DEALER is a member. ✓

(c) If the dispute is not settled within thirty (30) days from the date of the aforesaid request for a hearing with the said Labor Committee, either the UNION, the DEALER, or either of the Administrators of said Funds may request in writing that the dispute be submitted to an arbitrator as provided in Article X, Step 3.

(d) An EMPLOYER who is not a member of a Dealer Line Association shall omit Section (b) above.

SEC. 4. Payments to employees Pension Fund shall be made as per Agreement, with the following exceptions:

(a) Where employee is absent from work and is presumed to be off sick or injured, such sickness or injury not incurred in his regular employment, the Employer shall not be required to continue to make the appropriate weekly contribution for said employee "for a period of four weeks," as stated in the Agreement, unless said employee is being paid under Local No. 731 Welfare Plan with the required doctor's certificate stating said employee is sick or injured and is under doctor's care. The DEALER shall inquire as to the circumstances in each case.

(b) When an employee takes time off on his own, other than his regular vacation, the Employer shall not be obligated for Pension Fund payments for the week/weeks such employee is absent from work.

ARTICLE XVII—Duration of Agreement

This Agreement shall continue in full force and effect through July 31, 1976. Notice of a desire by either party to modify or terminate this Agreement shall be given at least sixty (60) days prior to the expiration date hereof. In the event that notice is not given by either party within the above time, then the Agreement shall continue from year to year according to its terms.

Dated at Chicago, Illinois, this _____ day of _____, 1974.

DEALER

By: _____

(Title)

EXCAVATING, GRADING, ASPHALT,
PRIVATE SCAVENGERS AND AUTOMOBILE
SALESROOM GARAGE ATTENDANTS, LOCAL
No. 731, Chicago, Illinois, affiliated with the
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen & Helpers of America

By: _____

WILLIAM COLLINS, *President*

By: _____

WILLIAM WOLDMAN, *Secretary-Treasurer*

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FIRST
CEC

U.S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON, D.C. 20212



November 27, 1974

International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America
300 South Ashland Boulevard
Chicago, Illinois 60607

5-90567

JAN 23 1975

Gentlemen:

Thank you for sending us the current union agreement(s) identified below.

For use in preparing studies of collective bargaining practices, we would like to know the number of employees covered by each agreement. Please supply current information in column (3) below and return this form in the enclosed envelope which requires no postage.

Your cooperation is appreciated.

Sincerely yours,

JULIUS SHISKIN
Commissioner

Establishment (1)	Name of union (2)	Number of employees normally covered by agreement (3)
Garage Attendants Contract by Employers' Association of Greater Chicago	Local #731.	1300