

SERVICE STATION AGREEMENT

NOVEMBER 1, 1962 — OCTOBER 31, 1963

Between

Gasoline Retailers Association of Metropolitan Chicago

and

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 Retailers Association of Metropolitan Chicago, on behalf of its members (hereinafter called the Employer), and 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 (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, 1962, and continuing through October 31, 1963, the following wage scale shall prevail for a forty-eight (48) hour work week:

| | Weekly Guarantee | Straight Time Rate | Time and One-half Rate |
|---|------------------|--------------------|------------------------|
| Driveway Salesman and lubrication man..... | \$108.00 | \$2.25 | \$3.375 |
| Assistant Station Manager (Assistant Head Service Man)..... | 120.00 | 2.50 | 3.75 |
| Station Manager (Head Service Man)..... | 124.80 | 2.60 | 3.90 |
| Utility Man (Washer)..... | None | 1.25 | |

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 ninety (90) days experience may be paid on the basis of twenty-five cents (\$.25) per hour less than the hourly rate during the first forty-five (45) days of his employment, and fifteen cents (\$.15) per hour less than the hourly rate during the next forty-five (45) days of his employment, and thereafter he shall be paid the full scale.

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.

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.

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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 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.
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:

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:

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 each year shall be given for all full time Employees who have worked for the Employer consecutively for two (2) years or more.

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.

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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:

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 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 thirtieth day following the beginning of their employment or on and after the thirtieth day following the effective date of this Agreement whichever is the later.
3. The Employer recognizes the Union as the sole collective bargaining agent for the Employees covered by this Agreement.

ARTICLE 10

Deductions:

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 to be worn by the Employees shall bear the Union label, and 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:

For the purpose of determining who shall be an Employee and who shall be an owner, the following considerations shall prevail. An individual shall be considered an owner if he has made a substantial cash contribution to capital, shares equally or substantially in the profits and losses in the operation of the station, has equal authority in the signing of checks, drafts, etc., and has agreed in writing to fully perform the above conditions. In addition, he shall have authority to hire, fire and supervise other Employees. All persons working in the station who are not owners shall be Employees, subject to the terms and conditions of this Agreement.

ARTICLE 19

Picket Line:

It shall not be a violation of the Agreement for an Employee to refuse to enter upon the premises of any Employer if the Employees of such Employer are engaged in a strike ratified, or approved, by a representative of such Employees, whom such Employer is required to recognize under the provisions of the Labor Management Relations Act—1947; provided that no Employee will be required to enter any place on strike where his personal safety may be in danger.

ARTICLE 20

Grievance and Arbitration:

1. Should any differences arise between the Employer and the Union concerning the interpretation of or adherence to any provision of this Agreement, which is not settled between them within five (5) working days, then a committee of four (4) shall be appointed, the first two (2) by the Union and the second two (2) by the Gasoline Retailers Association of Metropolitan Chicago. If the committee of four (4) cannot reach a settlement within five (5) working days then the Union and the Employer shall be free from any and all obligations under the Grievance and Arbitration provision. Should the committee find that the Employer has unjustly laid off or discharged an Employee, said Employee shall be reinstated to his former position and paid for all lost time. All findings of the committee shall be final and no strike or lockout shall occur pending a final determination of the committee except as is hereinafter provided. Nothing herein shall authorize the committee to alter the terms and conditions of this or make a new Agreement.
2. 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.

3. It is agreed, however, by the Union, party of the first part, that if an Employer, who is a member of the Gasoline Retailers Association becomes involved in any issue under these Articles, the Union shall wherever practical notify the Executive Director of the Association and give the name of the Association's member so involved and the details thereof.
4. The legal recourse reserved to the Union in this Agreement shall be cumulative with and not exclusive of any other remedy—economic or legal—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, inspection of books or records, as provided in this Agreement, injunctive relief, recovery of dues, wages, vacations, or other benefits, or any other legal redress, and the Employer hereby expressly waives the right to object to the Union being party plaintiff in such an action.

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 reasonable 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 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:

1. If any Article or Section of this Agreement should become or be 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 Section 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.
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.

ARTICLE 28

General:

1. Any person, firm or corporation, belonging to the Gasoline Retailers Association, who owns or operates a service station, shall execute a counterpart hereof, and shall be bound by all of the terms and provisions of this Agreement.
2. 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.
3. This contract shall be deemed to have been executed for all purposes at Chicago, Illinois.
4. 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.

ARTICLE 29

Termination:

This Agreement shall become effective on November 1, 1962, and continue in full force and effect until October 31, 1963, and thereafter from year to year unless written notice is given by either party hereto at least sixty (60) days prior to October 31, 1963, or at least sixty (60) days prior to any October 31 thereafter of intention to terminate the same.

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 and seals.

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.

(President)

(Secretary-Treasurer)

**SIGNED FOR THE GASOLINE RETAILERS
ASSOCIATION OF METROPOLITAN CHICAGO:**

A N D

SIGNED FOR THE INDIVIDUAL EMPLOYER:

(Name of Company)

(Name of Official)

(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 services 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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