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**Standard Gasoline
Service Station Agreement
of
Automotive, Petroleum and
Allied Industries Employees
Union Local 618**



**Affiliated With
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
& HELPERS OF AMERICA**

November 1, 1958 to October 31, 1963

The office of
**Automotive, Petroleum & Allied
Industries Employees Union,
Local 618**

is

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Melroy Horn, President
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The office of
**Automotive, Petroleum & Allied
Industries Employees
WELFARE FUND**

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AGREEMENT

Made and entered into by and between EMPLOYER SIGNATORY HERETO hereinafter called the "Employer", and AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL 618, hereinafter called the "Union".

This Agreement shall be binding upon the successors and assignees of the parties hereto. Should any differences arise with respect to continuity of seniority, or to earned vacations or to any other rights of either party established hereunder, by reason of any change of legal status, ownership, or management of Employer, the parties agree that they will make every reasonable effort to effect a settlement thereof, and during such period, this contract, all terms and provisions thereof, shall remain in force, and there will be no lockout by Employer and no strike or work stoppage by Union. In the event dispute extends 30 days past the effective date of such change of legal status, ownership or management, either party may serve notice upon the other for immediate termination of the Agreement.

The Employer agrees that all duties coming under the jurisdiction of or specified in this Agreement, shall be performed only by members in good standing, carrying the regular working card of AUTOMOTIVE, PETROLEUM AND ALLIED INDUSTRIES EMPLOYEES UNION, LOCAL 618, under the following conditions:

ARTICLE I

Union Shop, New Employees, Dues, Jurisdiction, Shop Card

Section 1. **Union Shop**—All employees coming under the jurisdiction of the Union must be members of the Union in good standing. Whenever new or replacement employees are hired, they shall either be members in good standing or become members after the 30th day of employment, and as a condition of continued employment, shall remain paid-up members in good standing.

Sec. 2. **New Employees—Referral and Registration Obligations** — It is further understood and agreed that the Employer shall continue to inform the Union when they have need of additional or replacement employees and that the Union may have the right and privilege to refer

to the Employer its members and the Employer shall have the right of selection or rejection principle in effect for applicants for employment not members of the Union.

All employees must report to the Union office in person before the first of the month following the date of employment to complete enrollment cards and furnish personal data to the Union for coverage under Health and Welfare and other benefit programs.

Sec. 3. Dues Deduction — Employer agrees to deduct regular monthly dues sufficiently in advance in order to forward same to the Union office not later than the 20th of the month for members' following month's dues, provided the employee signs proper and legal authorization.

Sec. 4. Jurisdiction — The Employer agrees that, whenever possible, all work coming under the jurisdiction of this Union shall be performed by members of this Union when he purchases stock, materials, equipment, supplies, including their delivery, or sends work out.

Sec. 5. **Working Employers** agree to employ Union help for all over 48 hours per week that station is open.

Special Note: It is not the intent of the Union to prevent the Employer from contracting to perform work for other Employers, however, when such contract is entered into, the highest standard of the two contracts with regards to minimum wages, hours, conditions or other benefits shall automatically replace the terms and conditions of this contract, including guarantees, shift differentials and overtime rates.

Sec. 6. **Union Shop Card** — The Union Shop Card shall be displayed prominently on all vehicles, all customer entrances or areas where customers wait. Said Union Shop Cards, property of the Union, shall be furnished free to the Employers and he shall be allowed to display same as long as the Employer has signed and complies with the Shop Card Contract of the International Brotherhood of Teamsters.

ARTICLE II

Employees Rights

Section 1. The Employer further agrees that it shall not be a violation of this

Agreement and no member shall be discharged or otherwise penalized for refusing to work with employees who have not complied with Sections 1, 2 and 3 of Article I.

Sec. 2. The Employer shall not request or instruct any employee and it shall not be a violation of this Agreement and no employee shall be discharged or otherwise penalized for refusing to cross or work behind any Labor Union Picket Line.

Sec. 3. The Employer agrees that the employees covered hereunder shall not be requested to handle goods, wares, or merchandise from, or perform services for the benefit of any firm which is engaged in any controversy with this or any other Union, and that they shall likewise not be required to accept any goods, wares, or merchandise from, or to make pickups from or deliveries to establishments where picket lines, strikes, or labor controversies exist. No employee shall be discharged or otherwise penalized under this clause for exercising his right.

Sec. 4. The Employer agrees that the Union may select from the employees covered by this Agreement an employee

to act as Steward. In addition to his general duties as an employee of the Employer, the Steward's duties are to discuss with the members their complaints, aid and assist members in filing complaints on forms provided by the local and forward same to the business representative. He is not, unless specifically authorized in writing, to handle any grievances, or interpret provisions of the Agreement, or to call or create work stoppages. If the Steward assumes any duties not assigned to him, he shall lose his Stewardship and the added protection afforded him in contracts and may be subject to discipline by the Employer without recourse from the Union. The Steward shall immediately notify the office of any violation of the Agreement. The Steward shall notify the Business Representative when employees desire special meetings. The Employer agrees to schedule Stewards, upon advance notice by the Steward, for time off to attend Steward classes or meetings.

Sec. 5. Seniority shall apply to regular employees only. New employees shall be placed on the seniority list after having worked a total of sixty (60) work days. Seniority to start from the first day of

employment. Seniority shall not be changed when a new Employer takes over a station, or changes stations. If the minimum wages, hours or working conditions in the company absorbed differ from those set forth in this Agreement, the highest standard shall prevail.

Sec. 6. Employer shall give regular employees one weeks' notice or the equivalent in pay previous to their furlough or layoff when leaving the services of the Employer other than in accordance with seniority at the request of the Employer. In all such cases, the Employer shall notify said employee in writing of his reasons, copy of said letter shall be sent to the Union. The principle of seniority shall be recognized in the laying off and rehiring of employees insofar as it is consistent with efficient operations. Employees laid off in accordance with seniority shall be entitled to complete the work week in which notice is given, provided he is available for work and presents himself for work. However, Employer reserves the right to discharge employees for good and sufficient reason immediately without notice. All cases arising under the provisions of this paragraph may be processed through the Grievance Procedure.

Sec. 7. Employees with seniority shall give Employer one weeks' notice when leaving the service of the Employer. Employees failing to comply with this provision shall not be entitled to any accumulated benefits under this contract, and any member so guilty shall be charged with violation of the Union By-Laws.

Sec. 8. In promotions and filling vacancies, seniority shall prevail; however, the employee must prove himself capable of filling the position. Where the employee claims he was entitled to the position against a person appointed, if the dispute cannot be settled between the Union and the Employer, it may be referred to the Labor-Management Committee for decision.

Sec. 9. In the event an employee asks and receives leave of absence, not to exceed one hundred and eighty (180) days, from the Employer, he shall retain his seniority. After one hundred and eighty (180) days his seniority shall start from the day of his return. In case of severe illness, employee shall retain his seniority. Should an employee enter military service in the United States of America, he shall retain his seniority rights, if not physical-

ly incapacitated to perform his usual service after his military discharge and shall be entitled to accumulative seniority pertaining to any benefits provided for under this contract and shall be re-employed at the rate of pay and given benefits accordingly.

Sec. 10. The Employer shall not require or request employees covered by this Agreement to do any work which is known to come under the jurisdiction of another Labor Union. The Union shall endeavor to clarify all such jurisdictional claims without involving the Employer. In the event of failure to do so, the Employer shall be notified.

ARTICLE III

Employee Benefits

Section 1. The present policy of the Employer with regards to vacations, sick leave and holidays shall be continued in full force and effect during the life of this agreement, provided, however, that in no event may they be less than the following:

Vacations shall be consecutive days. Employer agrees to give employees pre-paid vacations in accordance with the following schedule:

- 1 year service — 1 calendar week
- 2 years service — 1½ calendar weeks
- 3 years service — 2 calendar weeks

(a) Seniority rights shall be observed in picking vacation dates. In the event of a lay-off or discharge, one-twelfth regular vacation shall be allowed for each month worked. In the case of voluntary termination on employee's part, he shall be entitled to his earned vacation benefits only if he has complied with proper notification of intent as outlined in Article II, Section 7.

(b) All employees employed by the Employer for a period of twelve (12) months or over shall be entitled to not less than two (2) weeks' annual sick leave with full pay. This is not to be misconstrued nor to be used for receiving pay for temporary absences and Employer may request a doctor's certificate for all such claims as proof of such claim requiring employee's absence from work. However, the Employer may waive this provision in such cases as they see fit. Employees eligible to receive pay for absence due to illness under this provision must notify Union office. Payment of benefits under this clause will be supplemental to

and not pyramided with, those provided in the Welfare Fund or Workmen's Compensation Law Payments. No employee shall be entitled to sick leave compensation under this clause when the illness or injury is due to willful misconduct, unlawful acts, the employee's intention to injure himself or another, venereal diseases, intoxication or the use of drugs.

(c) All Employer participation plans or benefits in effect for any employees of the Employer, union or non-union, with respect to pension plans, disability, retirement, insurance, severance, stock participation, sick leave or others shall be granted to their fullest extent to the employees represented by this Union and copies of all such plans or proposals now in effect or proposed, shall be given to the Union.

(d) Employees coming under the jurisdiction of this agreement shall be credited with working their regular shift on the following holidays, provided the employee works on the work day before and the work day after: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Armistice Day (Veterans' Day), and shall

suffer no reduction in weekly guarantee in week having such Holidays. However, it is further agreed that another day, such as employee's Birthday, extra day on vacation, or extra day off within the work week, may be given in lieu of Armistice Day (Veterans' Day). This provision being left to the discretion of the employer and his employees by mutual consent, if they feel it necessary to maintain efficient operation of the business.

When required to work on any of the above Holidays, employees shall be paid at the appropriate rate, in addition to time credited, no less than five (5) hours. If holiday falls on an employee's regular day off, he shall receive an additional day off.

ARTICLE IV

Health and Welfare Insurance

Section 1. The Employer, for the duration of this contract, agrees to pay into the Automotive, Petroleum and Allied Industries Employees Welfare Fund the regular monthly contribution, as determined by the Trustees (now \$9.00 per month) not to exceed \$10.83 per month, for each employee under the jurisdiction of this Union (and/or all other employees if the

employer desires) in his employment on the first day of each month, in accordance with the Welfare Fund Trustees, State or Federal regulations governing such procedure. The aforementioned payment shall be made to the Union office on or before the 20th day of the current month.

(a) In event an employee is injured or becomes sick, the employer shall continue to pay the monthly contributions until employee's recovery from said accident or sickness, provided, however, such payment shall not exceed three (3) in number.

(b) During any temporary layoff for the employer's convenience, Employer shall continue to pay not less than two (2) premiums after the date of such action.

(c) In event the employer becomes delinquent on Welfare Fund payments, and fails to remit same immediately upon notification, the Union may take such actions as it deems necessary to enforce the terms of the agreement, including but not limited to, work stoppages or strikes, and such action on the part of the Union, or its members, shall not be a violation of this agreement.

(d) Part-time employees who work 24 hours per week or more shall be covered by the Health and Welfare Program the same as full-time employees, with the exception of part-time employees who are full-time employees elsewhere and are covered by a comparable Health and Welfare Plan at their other place of employment; provided such part-time employee shall bring to the Union office a copy of the plan under which he is covered and shall sign a waiver of coverage under this contract.

(e) Part time employees working less than twenty four (24) hours, who have attained seniority and who are not covered by welfare plan on regular employment, may be eligible to participate if mutually agreed upon by the employee and employer and subject to investigation and approval of the Trustees of the Welfare Fund.

ARTICLE V

General Conditions

Section 1. There are some uniform standards of conduct of employees which must be maintained.

A: The members shall endeavor to maintain a neat and clean appearance and

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shall be courteous to the public at all times. Both the Union and the Employers agree that its members shall cooperate in dispensing of materials and information previously mutually agreed to by both parties that may be beneficial to the Industry and the Community. 56

B. Violation of the following may be considered just cause for discharge:

(a) Immoral or indecent conduct.

(b) Falsifying work or attendance records.

(c) Leaving place of employment during working hours without permission.

(d) Theft.

(e) Intoxication or drinking of any alcoholic beverages during working hours.

(f) Permitting of unauthorized riders in Employer trucks.

C: Violation of the following shall result in the penalties as outlined below:

First infraction—three (3) day lay-off without pay.

Second infraction—one (1) week's lay-off without pay.

Third infraction—immediate discharge.

(a) Fighting (agressor only).

(b) Sleeping during normal working hours.

(c) Willful idleness.

(d) Unauthorized stopping on service trips.

(e) Gambling.

(f) Smoking except in certain designated areas.

(g) Using of trucks for personal use without permission.

(h) Failure to obey specific written instructions of employer.

(i) Carrying unauthorized passengers in customer's car.

(j) Driving any vehicle in reckless or careless manner.

Letters of disciplinary action taken on the first and second infraction shall remain in effect for a period of one (1) year and not held against employee after such period of time.

Sec. 2. Dismissal for just cause, voluntary resignation, absence in excess of leave of absence, engaging in other employment without Employer's and Union's permission, unauthorized absence from work for three (3) consecutive working days for any cause other than personal illness

or injury shall be considered as a break in the length of continuous service in which event subsequent re-employment shall be deemed to be new employment.

Sec. 3. An employee absent from work because of personal illness or injury must advise the management as soon as possible. If an employee fails to make such a report within twenty-four (24) hours, he may be subject to penalties set forth in paragraph 1-C. The employee is required to furnish the affidavit of a doctor, and the Employer reserves the right to name the physician from whom such affidavit; shall be obtained, but in that case, the Employer shall pay the physician's fee.

Sec. 4. Employees off duty shall not be admitted to the place of business at any time without permission from the management.

Sec. 5. Any inbound and outbound parcels may be subjected to examination by the management.

Sec. 6. Employees who change their address or telephone number must notify the management and the Union in writing of such change.

Sec. 7. Employer may charge employee for alleged negligence resulting in loss or damage. Should the employee make complaint, the Union may make immediate investigation of the charge and a settlement of the case shall be made by the Labor Management.

Sec. 8. Employer agrees to provide a simplified check form for stock and receipt. Time required to check in and out shall be on Employer time. When no check system is provided, no losses shall be charged against employees.

Sec. 9. Employers who require their employees to wear specific wearing apparel must furnish same without cost to the employees, and such wearing apparel shall bear the Union Label. In the event a rental service is used employee shall not pay over 50 per cent per week on same.

Sec. 10. Employer agrees that the employee shall not be responsible in case of hold-up, robbery, or burglary; to furnish all tools, equipment and necessary supplies; to pay for any premium or fidelity bond, or other bonds or deposits, or hiring charges, or medical examination fees, if required by him.

Sec. 11. When there is evidence of collusion between the Employer and employee to violate this Agreement, any back pay collected shall be deposited with the Union, and such employee must appear before the Union Executive Board for disposal of his case.

Sec. 12. Any adjustment of pay as a result of a normal grievance shall be forwarded to the Union Office. The member must appear in person at the next regular Union meeting to obtain same before the general membership.

Sec. 13. Company meetings shall not be a condition of employment except when meetings are held on Employer time, and then only during the employees regular and customary hours of employment. It shall be optional with an employee whether or not he attends any meeting that is not held on Employer time, and there shall be no discrimination against any employee who fails to attend any meetings not held on Employer time.

Sec. 14. Off-drive solicitation, if required, shall be on employer time, and only during employees' regular and customary hours of employment.

Sec. 15. Members who violate this agreement shall be subject to penalties provided for such violations in their Union By-Laws.

Sec. 16. Employees covered by this agreement who are unable to perform their work within a reasonable time and in a satisfactory manner, because of advanced age, physical handicap, limited ability or any other cause, as agreed by parties of this agreement, shall receive wages fixed by negotiations between the parties hereto.

Sec. 17. Should any difference arise over the interpretation of this Agreement between the employer and the Union which cannot be settled between them, it shall be referred to a Labor-Management Committee which shall consist of six (6) men, three (3) who must be parties to this agreement being selected by Employers' groups and three (3) by the Union. The Committee must be chosen within one week after complaint has been made, and must reach a decision within fifteen (15) days thereafter, or within an extension of time mutually agreed upon. If the six (6) members above mentioned cannot agree, they may elect to (a) choose

a seventh (7th) member who shall serve as neutral Chairman and who shall not belong to either of the groups, or (b) either party to this agreement shall be free at any time AFTER 20 DAYS' NOTICE TO THE OTHER PARTY to cause lock-outs, or to cause or engage in strikes, stoppages or suspensions of work; however, if the Labor-Management Committee selects a seventh (7th) member, then a majority decision shall be final. In the event the parties cannot agree upon a neutral Chairman within three days after a deadlock, such member shall be chosen by the Federal Mediation and Conciliation Service.

ARTICLE VI

Classifications and Job Descriptions

Class I Managers—Service Station employees who select, supervise and/or train employees, maintain stations records, recommend promotions or disciplinary action, including discharge.—In multiple unit operations, one who supervises four (4) or more regular employees, (owner, operators or lessee may qualify if actually working at station).

Class II Assistant Managers — Service Station employees who have had experience at the trade, are held responsible for the operation of the station in the absence of the Manager, Lessee or Operator, and are capable of assisting the Manager, Lessee or Operator in maintaining station records and training program (excluding promotion and/or disciplinary action of the employees). He may be required to perform any and all duties of the station.

Class III Attendants: (a) Service Station employees whose **principal duties** are lubrication, wheel packing, oil changing, including transmission or differential, installation of oil filters, air cleaners, fan belts, spark plugs, windshield wipers, fuses, head lamps, batteries, seat covers, radiator service, polishing or waxing, tire installation and repair, selling of all auto equipment and accessories, etc. This employee may be required to do a **minimum** of Class I & Class II duties for the purpose of learning and becoming qualified so as to be in a position for promotion to this classification if opportunity occurs. May also be required to perform Class III (b) duties.

(b) Service Station employees whose **principal duties** are pumping of gasoline, dispensing of motor oil, washing windshields, checking tires, radiators, batteries, etc. These employees may do a **minimum** of Class III (a) duties for the purpose of learning and becoming qualified so as to be in a position for promotion to this classification, if opportunity occurs.

Class IV Service Station Car Washer and Porter.

Class V Part-Time Employees:

These employees shall be paid in accordance with the classification of work for which they are hired and perform, and shall progress through the various wage brackets within said classification by working the number of hours commensurate with the schedule as outlined in each classification.

Special Note: In addition to the **Manager, Operator, or Lessee** there must be one regular employee classified at not less than

Class II—Where four or more **Regular** employees are employed

Class III (a) — Where four or more **Regular and Extra** employees are employed.

Employer may **not** have more than one (1) part-time employee for each full-time employee.

All employees may be required to perform work outside their classification in case of emergency.



WAGES AND GUARANTEES

Effective March 1, 1959

| | Per Hour | Per Week | Per Month |
|---------------------------------------|-------------|-------------|--------------|
| Class I—Managers | \$1.96 | \$94.08 | \$407.68 |
| Class II—Assistant Managers | 1.78 | 85.44 | 370.24 |
| Class III: Attendants | | | |
| (a) First 2 months' experience | 1.62 | 77.76 | 336.96 |
| Next 4 months' experience | 1.67 | 80.16 | 347.36 |
| After 6 months' experience | 1.72 | 82.56 | 357.76 |
| *(b) First 2 months' experience | 1.50 | 72.00 | 312.00 |
| Next 4 months' experience | 1.55 | 74.40 | 322.40 |
| After 6 months' experience | 1.62 | 77.76 | 336.96 |

Class IV—Car Washer and Porter

| | | | |
|----------------------------------|-------|-------|--------|
| First 2 months' experience | 1.40 | 67.20 | 291.20 |
| Next 4 months' experience | 1.45 | 69.60 | 301.60 |
| After 6 months' experience | 1.57½ | 75.39 | 326.69 |

Class V—Part-Time Employees:

These employees shall be paid in accordance with the classification of work for which they are hired and perform and shall progress through the various wage brackets within said classification by working the number of hours commensurate with the schedule as outlined in each classification.

* Employees progressing from Class III (b) to Class III (a) shall start at the second step.

WAGES AND GUARANTEES
Effective November 1, 1959

| | Per Hour | Per Week | Per Month |
|---------------------------------------|-------------|-------------|--------------|
| Class I—Managers | \$1.99 | \$95.52 | \$413.92 |
| Class II—Assistant Managers | 1.81 | 86.88 | 376.48 |
| Class III: Attendants | | | |
| (a) First 2 months' experience | 1.65 | 79.20 | 343.20 |
| Next 4 months' experience | 1.70 | 81.60 | 353.60 |
| After 6 months' experience | 1.75 | 84.00 | 364.00 |
| *(b) First 2 months' experience | 1.53 | 73.44 | 318.24 |
| Next 4 months' experience | 1.58 | 75.84 | 328.64 |
| After 6 months' experience | 1.65 | 79.20 | 343.20 |

Class IV—Car Washer and Porter

| | | | |
|----------------------------------|------|-------|--------|
| First 2 months' experience | 1.43 | 68.64 | 297.44 |
| Next 4 months' experience | 1.48 | 71.04 | 307.84 |
| After 6 months' experience | 1.60 | 76.80 | 332.80 |

Class V—Part-Time Employees:

These employees shall be paid in accordance with the classification of work for which they are hired and perform and shall progress through the various wage brackets within said classification by working the number of hours commensurate with the schedule as outlined in each classification.

* Employees progressing from Class III (b) to Class III (a) shall start at the second step.

WAGES AND GUARANTEES

Effective October 31, 1960 to November 1, 1961

| | Per Hour | Per Week | Per Month |
|---------------------------------------|-------------|-------------|--------------|
| Class I—Managers | \$2.02 | \$96.96 | \$420.16 |
| Class II—Assistant Managers | 1.84 | 88.32 | 382.72 |
| Class III: Attendants | | | |
| (a) First 2 months' experience | 1.68 | 80.64 | 349.44 |
| Next 4 months' experience | 1.73 | 83.04 | 359.84 |
| After 6 months' experience | 1.78 | 85.44 | 370.24 |
| *(b) First 2 months' experience | 1.56 | 74.88 | 324.48 |
| Next 4 months' experience | 1.61 | 77.28 | 334.88 |
| After 6 months' experience | 1.68 | 80.64 | 349.44 |

Class IV—Car Washer and Porter

| | | | |
|----------------------------------|-------|-------|--------|
| First 2 months' experience | 1.46 | 70.08 | 303.68 |
| Next 4 months' experience | 1.51 | 72.48 | 314.08 |
| After 6 months' experience | 1.63½ | 78.48 | 340.08 |

Class V—Part-Time Employees:

These employees shall be paid in accordance with the classification of work for which they are hired and perform and shall progress through the various wage brackets within said classification by working the number of hours commensurate with the schedule as outlined in each classification.

- * Employees progressing from Class III (b) to Class III (a) shall start at the second step.

Night Shift Differential—All third shift employees shall be paid $7\frac{1}{2}c$ per hour in addition to their regular rate. However, all employees who were third shift employees as of March 1, 1959 shall continue to receive $12\frac{1}{2}c$ per hour. This change in third shift differential pertains only to employees hired or transferred to third shift after March 1, 1959.

Note: All present employees, employed as of March 1, 1959, shall receive the classification increase, or 5c per hour, whichever is the greater for the first year; 3c second year; 3c third year. Employees who were granted an increase in wages since July 1, 1958, which made their rate at least 5c per hour in excess of the above rates shall not necessarily be granted the 5c per hour increase effective March 1, 1959.

Employees Shall Suffer No Reduction In Wages or Conditions By The Signing Of This Agreement. Nothing in this contract shall be construed as prohibiting the employer from instituting or abandoning any Commission, Bonus, or Incentive program established on or after March 1, 1959, subject to the guarantees contained herein, existing plans may not be changed except by mutual agreement.

ARTICLE VII

HOURS, GUARANTEED WORK WEEK AND SHIFT ASSIGNMENTS

One of the following shall constitute a work day and work week:

(a) Six (6) eight (8) hour days — 48 hours in 6 days.

(b) Five (5) eight and three-quarters ($8\frac{3}{4}$), plus one (1) $4\frac{1}{4}$ hours — 48 hours in $5\frac{1}{2}$ days.

(c) Three (3) ten (10) hour days plus two (2) nine (9) hour days — 48 hours in 5 days.

(d) One (1) ten (10) hour day plus four (4) nine and one-half ($9\frac{1}{2}$) hour days — 48 hours in 5 days.

Note: This does not necessarily mean that the employer must take just one of the above work weeks for all employees. Because of some job operations and location of stations, it may be possible to have a five (5) day or a five and one-half ($5\frac{1}{2}$) day work week on some employees and other employees of the same station on a six (6) day work week. **However**, any work schedule other than the six eight

(8) hours per day work week shall be discussed and mutually agreed to by all parties before schedule can be put into effect.

Shift Assignments—Insofar as possible, shift assignments shall be made on the basis of seniority, if consistent with efficient operation of the station.

Overtime—One and one-half ($1\frac{1}{2}$) times the regular rate shall be paid to employees for the following reasons:

(a) All hours worked in excess of daily work schedule in any one day.

(b) All hours worked in excess of forty-eight (48) in any work week.

(c) All hours worked on employee's regular day off.

All employees must receive not less than one day off regularly scheduled in each calendar week, except in the case of an emergency. Employees must be assigned regular scheduled shifts. Lunch period of not more than one hour shall be allowed after employees have worked more than $3\frac{1}{2}$ hours and before 5 hours have elapsed on each shift. Whenever employer does

not have regular assigned lunch period, or requires employees to remain at station, such employees shall receive not less than twenty (20) minutes break during work schedule.

ARTICLE VIII

Section 1. **Waiver of Liability** (a) It is agreed and understood that the Union shall have no financial liability for unauthorized acts of its members or agents which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union upon receiving notice thereof, shall urge its members to return to work, if there should be a work stoppage, and just as soon as practicable address a letter to the employer notifying him that the action of the Union members or agents is unauthorized. The employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this agreement.

(b) In order that the Employer may be apprised of the officers of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities of employees under this con-

tract, it is understood and agreed that only the Business Representatives of the Union have the power or authority to authorize any such actions, or to give the orders or directions to carry out such actions.

Sec. 2. Legality—It is the intention of the parties hereto to comply with all applicable provisions of the State and Federal laws, and they believe that each and every part of this agreement is lawful. All provisions of this agreement shall be complied with. However, if any provision of the agreement, or the application thereof to any person or circumstance, are found to be invalid by final judgment of a Court of competent jurisdiction, either the employer or the Union may require renegotiation of such invalid provisions for the purpose of adequate replacement thereof. In the event agreement cannot be reached in such negotiations, the parties reserve the right to legal recourse; or, in such event, either party may declare the entire agreement at an end.

Sec. 3. Duration of Agreement—This agreement shall be effective November 1, 1958 and shall be in effect to October 31, 1963, except Article III, IV and VI, which

may be reopened August 31, 1961 and yearly thereafter; and shall automatically renew itself unless either party hereto shall give notice to the other party of a desire to revise, amend or terminate, sixty days before the expiration date; provided however, in the event of such notice being given, if agreement is not reached within the sixty day period, the respective parties shall be permitted all legal and economic recourse to support their demands for such revisions if the parties fail to agree thereon, and shall not be subjected to the no-strike and financial liability provisions as set forth in this agreement; and provided further that any adjustments or changes in the contract shall be retroactive to the expiration date.

In the event of a declaration by the President of the United States of a National Emergency involving war, or the mobilization of the armed forces of this country, which causes the economy of this country to be substantially affected, then either party to this contract may reopen the contract for the purpose of negotiation of wage scales only, upon thirty days' notice to the other party.

.....
Name of Company

.....
Address

By

AUTOMOTIVE, PETROLEUM AND
ALLIED INDUSTRIES EMPLOYEES
UNION, LOCAL 618
1641 So. Kingshighway MOhawk 4-9800

.....

THINGS THE MEMBER SHOULD REMEMBER

Read the contract carefully—report any violations (such as wrong rate of pay) to the office immediately.

Report all accidents and sickness to the Welfare office promptly and obtain necessary claim forms.

MONTHLY DUES are \$6.00 and must be paid on or before the first day of the current month to be in good standing.

Dues automatically become \$7.00 if not paid on or before the 20th of the current month.

All members must be in good standing to enjoy union benefits, or to be eligible for office.

Advise office when changing jobs or change in home address.

Questions concerning your classification, job duties, wage rates, or other matters should be referred to the Union Representative handling your station, or to the Union office.

OFFICE HOURS

8:30 a.m. to 6:00 p.m.

(except Monday, Friday and Saturday)

8:30 to 7:00 p.m. on Monday and Friday

Closed on Saturdays.

Your Stop and Shop Sign

The Sign

of

Service



The Mark

of

Quality

Patronize Service Stations Displaying This Shop Card

6178-6106039f025-01

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MAY 27 1960

U. S. DEPARTMENT OF LABOR
BUREAU OF LABOR STATISTICS
WASHINGTON 25, D. C.

Budget Bureau No. 44-R003.10
Approval Expires March 31, 1957
Budget Bureau No. 44-R003.11
Approval Expires March 31, 1962

I X-10/62

May 18, 1960

Miss Catherine W. Sullivan, Director of Education
International Brotherhood of Teamsters, Chauffeurs,
Warehousemen and Helpers of America, Local #618
1641 S. Kingshighway
St. Louis 10, Missouri

Dear Miss Sullivan:

To assist us in our continuing studies of collective bargaining practices and in maintenance of a file of agreements for government and public use, would you please send us a copy of your current agreement(s), indicated below, together with any related supplements or wage schedules.

Copy of current union agreements covering Standard Gasoline Service Stations and Standard Automotive Service Stations. (5 year contract)

For statistical purposes, we need the information requested below. You may return this form and your agreement in the enclosed envelope which requires no postage. If no agreement is in effect, please note and return the form.

The file is available for your use except for material submitted with a restriction on public inspection. If you want to be kept informed of the studies we prepare, check the appropriate box below.

Very truly yours,

Ewan Clague
Ewan Clague
Commissioner of Labor Statistics

If more than one agreement is enclosed, please provide information separately for each agreement on the back of this form.

1. NUMBER OF EMPLOYEES NORMALLY COVERED BY AGREEMENT 2800
2. Name of employer party to agreement 1500 Service Stations
3. Address of establishment covered by agreement (if more than one, simply indicate city, state or region) _____
4. If more than one employer is party to agreement, indicate number 1500
5. Product, service or type of business Automotive Service, motor fuel etc

Notify me when new BLS collective bargaining agreement studies are issued

Catherine W. Sullivan (Your name) Dir Edu & Research (Position)
1641 So Kingshighway (Street) St Louis Mo (City and State)