## June 1, 1960 to May 31, 1962 ST. CLAIR-MADISON COUNTIES AUTOMOBILE DEALERS AND PARTS DEALERS AGREEMENT

It is hereby agreed by and between the Automotive Petroleum and Allied Trades Local Union No. 971, of 210 North Illinois Street, Belleville, Illinois, hereinafter referred to as the "Union",

hereinafter referred to as the "Employer" that the following schedule set forth shall be accepted as the working conditions between the employees and the company, or employer, who are parties heroto.

Nothing herein shall be construed to be in violation of any Federal Law or any rule or regulation made pursuant thereto. IT IS FURTHER AGREED that this agreement

shall become effective as of June 1, 1960.

# ARTICLE I—RECOGNITION

Section 1. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all Employees in the following classifications:

CLASS A EMPLOYEES: Working Parts Department Managers.

CLASS A-1 EMPLOYEES: Parts Department Countermen, Driver Salesmen, Parts Department Pick-up and Delivery Men.

ing the adjustment of grievances and differences there shall be no strikes or lockouts

Section 6. Nothing contained in this Article shall be construed so as to deprive any person from the right to present his own grievance in the manner guaranteed by the Labor Management Relations Act of 1947.

#### ARTICLE XXI-PROTECTION OF RIGHTS

**Section 1.** It shall not be a violation of this Contract and it shall not be cause for discharge or discipline if any employee or employees covered hereby shall refuse to cross or go through any picket line authorized by any Union, or if he shall exercise any rights permitted by law.

Section 2. The insistence by any Employer that his Employees go through a picket line after they have elected not to do so in the exercise of the right granted in Section 1 above shall be sufficient cause for an immediate strike of all such Employer's operations without any need for the Union to go through the grievance procedure set out herein.

### ARTICLE XXII—UNAUTHORIZED ACTIVITY

Section 1. It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action the Union shall, upon receiving notice thereof, urge its members to return to work if there should be a work stoppage, and just as soon as practical address a letter to the Employer notifying the employer that the action of the Union members or agents is unauthorized.

Section 2. The Employer shall be privileged to discipline Employee responsible for such unauthorized activities without violation of the terms of this agreement.

Section 3. In order that the Employer may be appraised of the officers of the Union empowered to authorize strikes, work stoppages or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the business representative of the Union has the power or authority to authorize any such actions or give the order or directions necessary to carry out any such action.

#### ARTICLE XXIII—SALE OF ASSETS

Section 1. In the event any Employer covered by this agreement contemplates any change of ownership or sale of his business, he shall notify the Union prior to the completion of such transaction. Section 2. Resignation of a member from the Association does not cancel this Agreement so far as the individual member is concerned

#### ARTICLE XXIV—INSPECTION PRIVILEGES

Section 1. Authorized agents of the Union shall have access to the Employers' establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, providing, however, that there is no interruption of the firm's working schedule.

# ARTICLE XXV SEPARABILITY AND SAVINGS CLAUSE

Section 1. If any Article or Section of this contract or of any Riders thereto should be held in-

the date upon which they conclude a new contract or one containing the desired modifications it is understood and agreed as follows:

- 1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement
- 2. All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement, or agreement containing the desired modifications or terminate further negotiation in the manner above mentioned
- 3. Should the parties reach an agreement upon the terms and provisions of a new contract or a contract containing the desired modifications, at a time subsequent to the termination date of this contract, then, in such event, all the terms and provisions of the new contract, or the contract containing the desired modifications, shall be made retroactive to the termination date of this contract.

AUTOMOBILE DEALERS' ASSOCIATION OF

President

Secretary

Company

AUTOMOTIVE, PETROLEUM & ALLIED TRADES, LOCAL UNION NO. 971

C. P. NOEL, President & Business Representative

LESTER F. BAUM, Secretary-Treasurer and

Business Representative



## JOINT COUNCIL No. 16

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS
OF AMERICA



265 WEST 14th STREET . ROOM 1010 . NEW YORK, N.Y. 10011 . 924-9050-1

LEGISLATIVE DEPARTMENT

FOR RELEASE: 6:00 p.m. April 13, 1969

Timed for the April 15 tax deadline, a study released yesterday concluded that federal, state and local income taxes and social security levies drained away a minimum of one-quarter and in some instances more than one-half of the wage increases won by New York City workers in various industrics between 1965 and 1968.

The gross average weekly increases in the twenty-four manufacturing and nonmanufacturing industries and industry groupings covered by the analysis ranged from a low of \$7.99 in the stone, clay and glass products industry grouping to a high of \$30.50 in printing, publishing and allied industries. However, after the deduction of the 4-way tax bite, the weekly take-home increases in these two industries were \$3.22 and \$18.87 respectively.

"The tax collector does not pay dues to the union, walk the picket line or risk anything, but nevertheless extracts his greedy share from every collective bargaining gain made

69-2.1

MORE



## Between

PETER ECKRICH & SONS, INC.

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSE-MEN AND HELPERS OF AMERICA

LOCAL 337

Nov. 3rd, 1961 to Nov. 3rd, 1964

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ployer and Union to settle such grievances, differences, or disputes promptly.

Any such grievance, dispute, or difference shall be handled in the following manner:

- (a) Any employee having a grievance, dispute or difference shall outline his grievance to the foreman of his department. Any agreement reached at that time shall be final and binding.
- (b) If no settlement is reached under (a) above, the aggrieved employee together with the steward of the department shall meet with the foreman of the department in which he is employed. Any agreement reached at this point shall likewise be final and binding.
- (c) If no settlement is reached under (a) or (b) above, the grievance, dispute, or difference shall be referred to Employer's Industrial Relations Manager, who shall meet with the manager or business agent of the Union. Any agreement reached at this point shall likewise be final and binding.
- (d) If no agreement is reached under either sub-paragraphs (a), (b) or (c) above, the grievance, dispute or difference shall be submitted to a committee of four (4) members, consisting of two (2) representatives chosen by Union and two (2) representatives chosen by Employer. The grievance, dispute, or difference shall at this time be reduced to writing. Any agreement reached by a majority of this committee shall be final and binding.
  - (e) If the committee designated in par-

- agraph (d) above is unable to reach a final decision by majority agreement, the four (4) members of the committee shall select a disinterested person to hear the grievance, dispute, or difference, and the findings of such disinterested person shall be final and binding upon Employer, Union, and the particular employee involved.
- (f) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this agreement and about alleged violations of the agreement. The arbitrator shall have no power to add to or subtract from or modify any terms of this agreement, nor shall he substitute his discretion for that of the Company or the Union where such discretion has been retained by the Company or the Union, nor shall he exercise any responsibility or function of the Company or the Union.
- 9.02. Expenses. The expense of employing any disinterested person as arbitrator and other necessary expenses under the provisions of paragraph (e) of section 9.01 shall be paid equally by Union and Employer. Union and Employer shall each bear the expenses pertaining to their own witnesses, consultants, and representatives.

#### **SECTION 10**

#### Leaves of Absence

10.01. (a) Temporary Leave of Absence. Employer may grant temporary leave of

# TIRE AGREEMENT



AUTOMOTIVE CHAUFFEURS,

PARTS AND GARAGE

EMPLOYEES,

LOCAL No. 926



1960 - 1963

## Agreement

This agreement made and entered into by and between the Employers, signatories to this Tire Agreement, and which individual firm names are on file in the offices of the Union, their successors and assigns, hereinafter referred to as the "Employer"

a n d

AUTOMOTIVE CHAUFFEURS, PARTS AND GARAGE EMPLOYEES, LOCAL UNION No. 926, an affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

## WITNESSETH:

WHEREAS, the parties hereto are desirous of entering into an Agreement as to wage rates and other conditions of employment and to eliminate the possibility of strikes, boycotts, lockouts and the like.

NOW, THEREFORE, the Employer and the Union, acting by and through their duly authorized representatives, hereby agree as follows:

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