



**TEAMSTERS LOCAL #727**

**AGREEMENT**

**F. K. KETLER COMPANY, INC.**

**September 1, 2019 - August 31, 2022**

**F. K. KETLER COMPANY, INC.**

**AGREEMENT**

**SEPTEMBER 1, 2019 - AUGUST 31, 2022**

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## AGREEMENT

**AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS, AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS, PHARMACIST, MOTION PICTURE THEATRICAL, EXPOSITION, CONVENTION, AND TRADE SHOW EMPLOYEES UNION LOCAL NO. 727**

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THIS AGREEMENT is made and entered into this 1st day of September, 2019, by and between F. K. KETLER COMPANY, INC., hereinafter referred to as the "COMPANY", and the AUTO LIVERY CHAUFFEURS, EMBALMERS, FUNERAL DIRECTORS, APPRENTICES, AMBULANCE DRIVERS, AND HELPERS, TAXICAB DRIVERS, MISCELLANEOUS GARAGE EMPLOYEES, CAR WASHERS, GREASERS, POLISHERS AND WASH RACK ATTENDANTS, MOTION PICTURE THEATRICAL, EXPOSITION, CONVENTION, AND TRADE SHOW EMPLOYEES UNION LOCAL NO. 727, hereinafter referred to as the "UNION".

### ARTICLE I - RECOGNITION

(a) The Company recognizes the Union as the sole and exclusive bargaining agent for all truck drivers and utility men.

(b) Upon the signing of this Agreement, all employees of the Company covered by the bargaining unit as mentioned in Section (a), Article I, who are not members of the Union, shall on their 31st day of employment with the Company, become members of the Union.

(c) All new employees hired who are not members of the Union, shall become members of the Union on the 31st day after being hired or on the 31st day after the effective date of this contract; whichever is the later, and shall thereafter maintain their membership in the Union in good standing as a condition of continued employment.

The service of new employees shall be probationary for a period of ninety (90) days from the first day of employment, which period shall be known as the "trial period." During such period, employees shall be subject to dismissal without having recourse to the grievance and arbitration procedure provided herein. Upon completion of the trial period, employees shall be placed on the regular seniority list, and seniority shall commence as of the date of last hire.

(d) When the Employer needs additional employees, he shall give the Union equal opportunity with all sources to provide suitable applicants but shall not be required to hire those referred by the Union.

(e) The Company shall deduct Union dues and initiation fees which become due and payable from the wages of Union members from the first payroll of each month, and monies so deducted shall be sent to the Union within five (5) days from the date of deduction; provided, however, that such deductions shall be made from the wages only of those employees from whom the Company has received voluntary individual written authorizations authorizing that such deductions be made.

## **ARTICLE II- REGULAR AND OVERTIME WORK SCHEDULES**

(a) Eight (8) hours in one day shall constitute a work day; from 6:00A.M. to 2:30P.M. with one-half (1/2) hour for lunch. The work week will be Monday through Friday, inclusive. Any hours worked in excess of nine (9) hours per day shall be overtime and paid for at one and one-half (1-1/2) times the straight time rate. Any hours worked before 6:00 A.M. and after 2:30 P.M., Monday through Friday, will be considered overtime and paid for at one and one-half (1-1/2) times the straight time rate.

(b) Any hours worked on a Saturday will be paid at one and one-half (1-1/2) times the straight time rate.

(c) Any employee reporting for work on a Sunday at the Company's request will receive eight (8) hours' work or eight (8) hours' pay at double the straight time rate.

(d) Any employee reporting for work on a holiday at the Company's request will receive eight (8) hours' work or eight (8) hours' pay at double the straight time rate and the agreed day's pay for the holiday.

(e) Chauffeurs starting to work before 12:00 o'clock noon are to be paid a full day's pay. If they start after 12:30 P.M., they are to be paid one-half day's pay, with overtime to start at 4:30P.M.

(f) Any chauffeur reporting for work after 4:30 p.m. is to be paid at least four (4) hours' pay at time and one-half (1-1/2).

**ARTICLE III - HOLIDAY PAY**

(a) All employees covered by this Agreement shall be paid for the following legal and recognized holidays at straight time, no work to be performed, regardless of which day of the week the holiday falls on:

MEMORIAL DAY  
LABOR DAY  
CHRISTMAS DAY

FOURTH OF JULY  
THANKSGIVING DAY  
NEW YEAR'S DAY

(b) When a holiday falls during an employee's vacation, employees will receive an extra day's pay or an extra day's vacation.

(c) Any chauffeur working for any one contractor for 30 days or more, is entitled to all benefits covered by this Agreement. Any temporary or extra chauffeur working for any one contractor the day before, and the day after, any legal holiday, shall be paid for that holiday, at straight time, no work to be performed.

(d) Temporary or extra chauffeur means a chauffeur with less than 30 continuous day with any one contractor.

(e) All employees covered by this agreement shall receive three (3) sick days paid per year and 2 personal day paid per year.

**ARTICLE IV - VACATIONS**

(a) Vacations may be taken and completed anytime between January 1st and December 31st by mutual agreement between the chauffeur and Employer.

All employees in the service of the Company one (1) year shall receive one (1) week's vacation with 40 hours' pay.

All employees in the service of the Company two (2) years or more shall receive two (2) week's vacation with 80 hours' pay.

All employees in the service of the Company eight (8) years or more shall receive three (3) week's vacation with 120 hours' pay.

It is optional with all employees getting three weeks' vacation to take it all at once or split it up; whichever way the employee decides.

(b) Seniority will govern in choosing vacation dates.

(c) Requests to work during vacation thereby earning a double rate of pay, cannot be granted, as it defeats the vacation purpose as a rest period.

#### **ARTICLE V - GENERAL CONDITIONS**

(a) Chauffeurs will be allowed to work with one (1) rigger on any one (1) job not to exceed four (4) hours in that one (1) day. Chauffeurs will not be used as a mover where planks or blocks are used.

(b) Chauffeurs will be allowed to load or unload rigging and tools or any equipment coming under the jurisdiction of Local 727 or Local 136. This is to apply to one (1) chauffeur only. Chauffeurs will be on their trucks at all times directing the loading and unloading of tools and machinery to properly place the equipment.

(c) When sent out to work as a rigger in the crew, they will receive whatever rate the rigger receives as take home pay for the entire work day.

#### **ARTICLE VI - SENIORITY**

(a) All chauffeurs shall be given a seniority rating. The last man hired shall be the first man laid off, provided the employees retained are capable of doing the work available.

(b) Any employee with one (1) year service or more, if laid off, will hold his seniority rating for six (6) months from the date of lay-off, and will be the first called back before any new help is hired.

#### **ARTICLE VII - JURISDICTION**

(a) Work claimed under the jurisdiction of Local 727 includes the following: hauling of machinery, tanks, stokers, pumps deposit boxes, vault doors, vault material of all kinds, safes all electrical machinery, all types of boilers, and stacks, hoisting engines, concrete mixers, pile drivers, piling, heavy oil, gas and water pipe, derricks, air compressors, structural steel, heavy iron fork and power lift

operators, and all rigging tools and timbers used by members of Local 136 in doing work coming under their jurisdiction.

(b) It is further agreed by party of the second part that no work claimed in the above section will be conceded to any other union without the consent of the party of the first part.

### **ARTICLE VIII - RIGHTS OF EMPLOYEES**

The Union and the Employer recognize that drivers, utility men and delivery men who are Union members are strongly opposed to crossing picket lines in order to make pick-ups and deliveries, and that under law it is the right of a labor organization and its members to refrain from crossing a primary picket line. Accordingly, the Employer agrees that he will not discharge, discipline or in any manner discriminate against any driver for refusing to cross a primary picket line. For the purpose of administering this provision, the parties agree that a driver who desires to refrain from crossing a picket line shall promptly contact the Union office for the purpose of ascertaining whether the picket line is or is not primary. The Union agrees to use its best efforts promptly to obtain the relevant information and advise the driver accordingly. It is agreed that the driver's reliance upon an action in accordance with the opinion so obtained from the Union office shall be conclusive. It is further agreed that the good faith efforts of the Union to ascertain whether a picket line is primary or secondary, and its advice to drivers accordingly, shall not be considered a breach of any duty owed by the Union under this Agreement, or the violation of any duty imposed by the Union by law.

### **ARTICLE IX- WAGES**

(a) The hourly wage increase for all employees covered by this agreement shall be as follows:

Effective September 1, 2019 - \$1.00 per hour

Effective September 1, 2020 - \$1.00 per hour

Effective September 1, 2021 - \$1.00 per hour

All drivers and utility men shall receive a \$1.00 increase each year based on their hourly rate of pay.

Starting rate for newly hired drivers shall be \$15.00 per hour.

New employees will receive a \$2.19 per hour increase every six (6) months until they reach \$35, after that they will receive just the yearly Sept 1<sup>st</sup> wage increase.

The hourly wage rate will cap at \$35, at that point the employee will only receive the Sept 1<sup>st</sup> increase

(b) Chauffeurs sent to suburban towns, 20 miles or more beyond the City of Chicago, where it is impossible for them to reach home the same day, and the truck is left in garage, shall be allowed reasonable expenses for room and board. Any chauffeur reporting for work outside of the City of Chicago, and who travels to and from the job each day, will receive one hour pay per day for traveling, providing that the job is within 20 miles of the City of Chicago. Chauffeurs who are sent to a temporary garage where it takes longer to reach the garage in the morning and have to come home at night shall be allowed the difference in time.

(c) Any employee receiving more than the above rates will not suffer any reduction in pay, and will receive all general increases.

#### **ARTICLE X- BEREAVEMENT PAY**

(a) Any employee having a death in the immediate family (mother, father, wife, children, sister, brother, mother-in-law, father-in-law) shall be allowed up to three (3) days off with pay. Two (2) of the three (3) days are guaranteed regardless of the day of death or funeral.

#### **ARTICLE XI- LOCAL 727 HEALTH & WELFARE**

1. The Company agrees to pay the following monthly contributions to the Local 727, IBT, Health and Welfare Fund (the "Fund") for all of its eligible employees covered by this labor agreement for the purpose of providing health and welfare benefits under the Fund's Plan for said employees and their respective dependents:

Level 3- \$1,533 per month

(a) Thereafter, the Company may contribute such amount as determined by the Fund Trustees, or the Company may notify the Union that it will not agree to the increased contribution, whereupon the Company may notify the Union of its desire to negotiate over the contribution level. In the

In the event the parties cannot agree on a new level of contribution, the Company may upon 30 days written notice to the Union, terminate this Agreement.

(b) By the execution of this Agreement, each Employer authorizes the Trustees to enter into appropriate trust agreements necessary for the administration of such funds, and hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority

(c) It is also agreed that in the event the Employer is delinquent at the end of a month in the payment of its contributions to the Health and Welfare, Pension or Legal and Educational Assistance Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, the employees or their representatives shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employee for losses resulting therefrom

2. Pay said monthly contribution for any of said employees who worked on one or more days during the month for which contributions are due.

3. Be bound by all of the terms and provisions of the Amended and Restated Agreement and Declaration of Trust of the Fund , as amended from time to time.

B.

Notwithstanding the provisions of Paragraph A. of this Article to the contrary, it is agreed that:

In March of each subsequent year of this labor agreement, the Fund will establish monthly contribution rates that will be effective through at least February 28<sup>th</sup> and 29<sup>th</sup> of the succeeding year. The Fund will send notice to the Company (with a copy to the Union) of the monthly contribution rates that will be effective on a certain date, but no less than thirty (30) days after the date on said notice. The Company will have thirty (30) days after the date of the mailing of said contribution rate notice to advise the Fund, the Union and Elite Administration, that it intends to secure said health and welfare benefit coverage elsewhere. If said notice from the Company is not received by the Fund within said thirty (30) day period,

the Company is obligated to pay the newly designated monthly contribution rate to the Fund until April 30th of the immediately succeeding year. If said notice from the Company is timely received, the Company's obligation to pay the newly designated monthly

contribution rate to the Fund will continue until such time as the Company secures and makes effective substantially identical benefits to those provided under the Fund's Plan for said employees and dependents.

C. Any notices required under this Article shall be sent by Certified or registered mail, return receipt requested:

If to the Company:	F. K. Ketler Attention: Jack Hawkins 5301 W. 65th Street/Unit E Bedford Park, IL 60638
If to the Union:	Teamsters Local Union No. 727 Attention: John Coli Jr., President 1300 West Higgins Rd Suite 111 Park Ridge, Illinois 60068
If to the Fund:	Local 727, IBT, Health and Welfare Fund Attention: Bill Coli, Fund Manager 1300 West Higgins Rd Suite 103 Park Ridge, Illinois 60068
If to Elite:	Elite Administration Attention: 1300 West Higgins Rd Suite 208 Park Ridge, IL 60068

Section 2. An employee who has been terminated or laid off, who wishes to continue health and welfare benefits, is responsible for contacting the International Brotherhood of Teamsters, Local 727, to make appropriate arrangements. Furthermore, all administration of the insurance plan will be the responsibility of the International Brotherhood of Teamsters-Local 727.

### **ARTICLE XIII - PENSION PLAN**

(a) The Company agrees during the term of this Agreement to contribute to the Central States, Southeast and Southwest Areas Pension Fund - Class 18 ("Pension Fund"), and to be bound by the applicable Trust documents and the Rules and Regulations of the Pension Fund, all on behalf of each regular employee covered by the plan, who has been employed for thirty (30) days as follows:

Effective September 1, 2019-	\$338.00 per week
Effective September 1, 2020-	\$338.00 per week
Effective September 1, 2021-	\$338.00 per week

(b) Payments shall be made by check payable to the Pension Fund, together with all required forms, showing computation thereof, all of which shall be delivered to the Pension Fund.

(c) Payments to the Pension Fund shall be made by the Company on a monthly basis on or before the 10<sup>th</sup> day of the month following that for which payment is being made.

### **ARTICLE XIV- LEGAL SERVICE PLAN**

(a) The Company and the Union do hereby agree to be bound by the terms of the Agreement and Declaration of Trust creating and establishing the Local 727, I.B.T., Legal Service Fund (Fund), as amended from time to time.

(b) Effective September 1, 2019, the Company shall be obligated to contribute to the Fund the sum of sixty-five cents (.65) per hour for each hour worked for each employee covered by this Agreement, who has completed his probationary period, but not in excess of \$112.00 per month. (For purposes of this article all "paid" time (e.g. vacation) shall be considered as the receipt of pay for work performed during the week in which such employee benefit provision is applicable to the employee).

(c) Contributions shall be paid monthly and shall be used by the Trustees of such Fund solely for the purpose of providing personal legal services and such other related benefits as may be afforded to employees, their spouses and dependents in accordance with the trust agreement creating said Fund as amended and the rules and regulations promulgated by the Trustees thereunder.

(d) Payments to the Fund shall be made by the Company on a monthly basis on or before the 10<sup>th</sup> day of the month immediately following the month for which payment is being made.

(e) Payments shall be made by checks payable to the Fund and such checks shall be delivered to the Fund along with the accompanying forms, showing computation thereof.

#### **ARTICLE XV - CREDIT UNION**

The Company agrees to the Union implementing a Credit Union for bargaining unit employees. It is understood that the Company shall have no responsibility for the costs, implementation, maintenance and coordination of said Credit Union, except for deductions from employee payroll checks.

#### **ARTICLE XVI - GRIEVANCES**

(a) There shall be no strikes or lockouts during the life of this Agreement until the provisions of Section (b) of this Article have been satisfied.

Step 1 In the event of any differences arising over the interpretation of this Agreement, any employee shall have the right to discuss such differences with his immediate supervisor.

Step 2 If the grievance is not resolved in Step 1, the grievance shall be reduced to writing and signed by the aggrieved employee and his Steward and then presented to the facility manager within three (3) working days thereafter. The facility manager shall give his written decision to the Steward.

Step 3 Should they be unable to agree, then the employee may request a meeting between his steward or business representative and a representative of the Company.

Should the parties still disagree, then the grievance will be processed through FMCS arbitration.

(c) This Local will not uphold any member who may be discharged through dishonesty, intoxication or neglect of duty.

#### **ARTICLE XVII - JURISDICTION OF LOCAL 727**

The jurisdiction of this Local Union shall include Chicago, Illinois and Northwest Indiana, and the Joint Council #25.

**ARTICLE XVIII - MILITARY SERVICE**

(a) Any employee called into active service, or who in time of war volunteers into the Armed Forces of the United States Government, or is drafted by the Federal Government, shall be given a leave of absence for period of such military service and will accumulate seniority during such period of service. At the termination of his service, he will be rehired, provided he is not dishonorably discharged and is physically able to do the available work in line with his seniority at the current rate of such work, and provided he reports within ninety (90) days from date of his discharge. (b) The Union agrees that the Company shall have the right to dismiss from service any employee subsequently hired to replace those in service of the country.

**ARTICLE XIX- AGREEMENT REOPENER**

This Agreement may be reopened, by either party, to discuss modifications of the terms and conditions should it be deemed necessary.

**ARTICLE XX- DURATION OF AGREEMENT**

This Agreement shall become effective September 1, 2019 and continue in full force and effect through August 31, 2022. This Agreement will continue in full force and effect thereafter unless written notice is given by either party sixty (60) days or more prior to August 31st of any year thereafter.

**F. K. KETLER COMPANY, INC.**

**AUTO LIVERY CHAUFFEURS,  
EMBALMERS, FUNERAL DIRECTORS,  
APPRENTICES, AMBULANCE DRIVERS,  
AND HELPERS, TAXICA DRIVERS,  
MISCELLANEOUS GARAGE  
EMPLOYEES, CAR WASHERS,  
GREASERS, POLISHERS AND WASH  
RACK ATTENDANTS, MOTION PICTURE  
THEATRICAL, EXPOSITION,  
CONVENTION, AND TRAD SHOW  
EMPLOYEES UNION LOCAL NO. 727**

EXECUTED at Chicago, Illinois, this 1<sup>st</sup> day of  
September, 2019.

FOR THE EMPLOYER:

Timothy Hacking  
TIMOTHY HACKING  
PRESIDENT

FOR THE UNION:

[Signature]