

Affiliated
Bodies Series

Local Unions

235, Westville, Illinois,

1943; 1945

Padway

TELEPHONE REPUBLIC 1717

JOSEPH A. PADWAY
GENERAL COUNSEL
INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS
WAREHOUSEMEN AND HELPERS OF AMERICA
736 BOWEN BUILDING
WASHINGTON, D. C.

235

January 4, 1943

Mr. J. M. Casey, General Organizer
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America
222 East Michigan Street
Indianapolis, Indiana

Dear Mr. Casey:

This will acknowledge receipt of your letter of December 28, 1942, with which you transmit copy of letter from Mr. Thomas S. Brown, Secretary-Treasurer, Catlin, Illinois, making inquiries concerning a contract between Local No. 235 and The Material Service Corporation.

Mr. Brown first desires an opinion concerning the "Cartage Contracts" which are individual contracts presented to the members by the Company for signature. Without taking up singly the many provisions of these individual contracts, it is clear that the general effect of the same would be to transfer from the Company many of its obligations as an employer and cast these burdens and responsibilities upon the individual employee. As for example, the proposed contract provides that the member of the union shall have the sole and absolute right and privilege to employ, control, direct, manage and/or discharge all of his chauffeurs and employees. As you know, the person who has the right to direct the manner of performance of service by another is, generally speaking, the employer of such person. The purpose of the contract appears to be to make those signing it independent contract and to cast upon them all legal obligations connected with the transportation that can be placed upon them. I note that the membership is not going to sign these separate contracts.

Mr. Brown also requests information concerning the status of your present contracts with The Material Service Corporation. While we do not have a copy of the present collective bargaining contract, we are advised that it carried a clause that in case

235-1/4/43

Mr. J. H. Casey

#2

January 4, 1943

either party became dissatisfied they must notify the other thirty days prior to January 1st of the following year, and that the Committee was three days late in complying with this clause. We do not have a copy of the notice that was given the employer by the Committee. However, assuming that neither party notified the other of termination thirty days prior to January 1st the contract would still be in effect. If the contract provided that it would then be extended for another year, it would be renewed. Of course, if the Company is willing to waive the three day delay then the notice would be effective and the contract terminated. However, the Company has the right not to waive it and insist that the Union continue to live up to it. It is not clear from Mr. Brown's letter whether it is the union or the employer that now wants to terminate the agreement.

If the union now wants to continue the agreement it should retract the notice of termination given to the Company. The notice would amount to a proposal to the Company to terminate it and unless termination is desired, it should be withdrawn.

Not having a copy of the contract at hand, it is impossible for me to know whether any questions are presented other than as set forth in Mr. Brown's letter and I suggest that if more specific information is desired a copy of the contract be forwarded together with further inquiries.

I am enclosing copies of this letter for your use in writing Mr. Brown and have also enclosed copy of "Cartage Contract" as requested.

Hoping that the above may be helpful and with best wishes for the New Year, I am

Sincerely yours,

JOSEPH A. PALWAY,
General Counsel,
I.B. of T.C.W. and H. of A.

By

James A. Glenn
JAMES A. GLENN

SAG:JAY
Encls. - 3

235

January 22, 1945

INTER OFFICE COMMUNICATION

ATTENTION: Mr. J. M. Gillespie

Dear Sir and Brother:

This is to advise that Local Union No. 235 of Westville, Illinois has amalgamated with Local Union No. 26 of Danville, Illinois, per word received from Norman C. Murrin, under date of January 17, 1945.

THOMAS E. FLYNN,
ACTING FOR DANIEL J. TOBIN,
GENERAL PRESIDENT.

TEP:MW