



# BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 70

ALAMEDA COUNTY, CALIFORNIA

Auto Truck Drivers, Line Haulers, Car Haulers and Helpers

Affiliated with the International Brotherhood of Teamsters

## SICK FUND

Effective January 28, 1965

The payment of Sick Benefits and the welfare of each member shall be the express purpose of this committee and fund, which shall be known as the Sick Benefit Fund, Brotherhood of Teamsters and Auto Truck Drivers, Local Union No. 70.

Dues must be paid on or before the last business day of the current month in order to coincide with the Local dues infrastructure. Failure to pay dues on or before the last business day of the current month, the member shall forfeit sick benefits for a period of sixty (60) days after indebtedness is paid. *During the sickness or disability, members' dues must be in good standing.*

The administration of the Fund and its proper operation is entrusted to the President and the Secretary-Treasurer of the Brotherhood of Teamsters and Auto Truck Drivers, Local Union No. 70. Entrustment is subject to the approval of an appointed Sick Committee comprising twelve (12) members of the Union and appointed by the rank and file of the Local.

### ELIGIBILITY

**Section 1.** A new member must be six (6) months in this Local Union with dues paid on or before the last business day of the current month. Members becoming sick or disabled to work after that period shall be entitled, commencing with the second week's disability, the prevailing sum for a period not to exceed five (5) weeks. No member shall be allowed more than five (5) weeks for the first twelve (12) months of membership. No disability benefits are payable for any fraction of a week or modified work.

A member not actively engaged in the craft must have worked one hundred eighty (180) hours in a twelve (12) month period previous to the filing of said claim. Benevolent members are exempt from this ruling.

**Section 2.** For any member with one (1) year of service or more, the maximum twelve (12) weeks shall be paid in any one year, said year to be computed from date of last benefit check. No more than the prevailing twelve (12) week's sum shall be allowed for any sickness or disability.

**Section 3.** Any member who is afflicted with a chronic sickness or disability, and who has already drawn the limit of twelve (12) weeks' sick benefits, cannot at any time in the future claim sick benefits for the same disease/disability or injury. Balance of Sick Benefit payments shall, upon the death of a member, be paid to the surviving widow or children over eighteen (18) years of age, providing a claim is on file at the time of death.

**Section 4.** A member depositing an Honorable Withdrawal Card, transfer card, or is reinstated shall not be eligible for any disability benefits due to an injury sustained or an illness suffered within a six (6) month period after said card is deposited, or after said reinstatement. There will be no liability for payment of benefits for any disability having its inception during the six (6) month period. *All claims must be filed within thirty (30) days after date of eligibility.* All claims must be filed previous to transferring from Local No. 70.

**Section 5.** Members becoming sick or disabled and off work wishing to be benefited by the Fund shall immediately notify the union, either personally, in writing or by messenger. Benefits to be computed one (1) week after date of disability and certification by attending physician. Nothing in this section shall be construed to prevent a member who has been rendered unconscious from receiving benefits on account of failing to notify the union of said condition. Members out of the

city who may be taken sick shall be forwarded by mail the sick benefit application; said blank to be correctly filled out and signed by the attending physician, and in case of doubt, he may be required to have the same attested to before a Notary Public. No checks to be issued for a length of time more than that specified in the Doctor's Certificate.

**Section 6.** Should a member become totally incapacitated and is considered incurable, confined to an institution, signature of a competent member of the staff will be accepted.

**Section 7.** No member of the union shall be entitled any benefits on account of sickness or disability resulting from intemperance, vicious, or immoral habits. The sick committee shall have the right (if in doubt) to require the member to submit to a physical examination (at the expense of the fund). If a member refuses, he shall forfeit all claims for benefits. No member shall be entitled to benefits on account of sickness or disability to which he may have been subject prior to his becoming a member of the Union, or from any disease or disability resulting from intemperance, vicious, or immoral habits.

**Section 8.** A member quarantined by the order of the Board of Health is entitled to benefits under the same provisions as apply to a member who is sick.

**Section 9.** Members not working at the Teamsters craft under the jurisdiction of the Brotherhood of Teamsters, Local 70, and failing to so notify the Local Union, cannot participate in the payment of Sick Benefits.

**Section 10.** Books of the Sick Benefit Fund will be audited monthly by the Certified Public Accountant of Local 70. Their monthly statement will show financial standing of the Sick Benefit Fund at the close of each month. The sick committee shall also receive financial reports.

**Section 11.** Should the Fund show any signs of being unable to meet obligations from the auditor's report, the Sick Committee will adjust benefits accordingly. At the expiration of each six-month period the sick committee shall determine as to the advisability of increasing the benefits.

**Section 12.** Any question as to the validity of any claim by a member of Local 70 shall be referred to the sick committee for proper action.

**Section 13.** A member defrauding the Sick Fund shall be cited before the Sick Committee and the Executive Board of this Local. If guilty, a penalty shall be imposed. Loss of all sick benefits for a period of one (1) year and possible restitution of all sick benefits received from the fund.

**Section 14.** No sick benefits to be paid to members while drawing unemployment benefits if they are registered at the hiring hall.

**Section 15.** No member shall collect sick benefits while on vacation or on paid Sick Leave. Last week shall be construed as a waiting period.

**Section 16.** The committee proposes to deal with all members in a fair and impartial manner.

**Section 17.** The Fund may pay disability benefits for each week, or at its option, at the termination of disability, or at any prior time.

**Section 18.** The Sick Benefit Committee shall have the full power to act in all matters concerning transactions of this fund. There shall be a periodical check and investigation of sick and disability claims by a member of the sick committee, at the expense of the sick committee.

**Section 19.** The Sick Committee shall meet every second Tuesday of the month at 7:30 p.m. at Local 70's Hiring Hall.

**Section 20.** This committee is not governed by the International Constitution and By-Laws in regards to payment of dues, but governed strictly by Local 70 Sick Committee.