

UNITED PARCEL SERVICE

AND

PAINTERS AND ALLIED TRADES

DISTRICT COUNCIL 36

CIVIL SERVICE, PAINTMAKERS AND INDUSTRIAL WORKERS
LOCAL UNION 1991

AFL-CIO

United Parcel Service

2/1/19-1/31/24

AGREEMENT

This Agreement, made and entered into this first day of February 1, 2019 an between UNITED PARCEL SERVICE, hereinafter referred to as the Employer, and PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL 36, Local Union 1991, AFL- CIO, hereinafter referred to as the Union, having jurisdiction over all paint spray operators and employees preparing cars or trucks to be painted, and anyone who works in the paint department with the painting trade, employed by the Company.

ARTICLE 1 RECOGNITION

1.1 The Employer hereby recognizes the Union as the exclusive bargaining representative for the purpose of representing all employees engaged in preparation and painting of automotive equipment.

1.2 As a condition of employment, not later than thirty-one (31) calendar days from the effective date of this Agreement, nor later than thirty-one (31) calendar days from the date an employee is hired, whichever is later, all employees covered by this Agreement shall be required to become and remain members of the Union in good standing. The Union agrees that written notice shall be given to the Employer at least three (3) workdays of receipt of notice, the Employer shall terminate the employee. The Employer agrees to

notify all employees of this agreement at the time of hire.

1.3 When the Employer needs additional employees, he shall give the Union equal opportunity with all other sources to refer suitable applicants for employment with all other sources to refer suitable applicants for employment, but the Employer shall not be required to hire those referred by the Union or any other particular source.

1.4 The Union and the Employer agree not to discriminate against any individual with respect to hiring, compensation, terms, or conditions of employment because of such individual's limit, segregate, or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, or age. Where the pronouns "he" or "she" or any other pronoun designating sex are used in the Agreement, it shall be deemed to refer to either and both sexes.

1.5 In hiring journeymen, the Employer shall give preference in employment to applicants who have had previous experience and who are certified as skilled journeyman; however, applicants so employed shall be on probation during the first sixty (60) working days of their employment and may be subject to discharge during this period without recourse. No applicant will be preferred or discriminated against by the Employer because of membership or non-membership in the Union.

1.6 The following information will be given in writing by the Employer to the Union. within seven (7) calendar days from the date of hiring new employees: Name and home address, Social Security number, date of hire, classification and rate of pay.

1.7 The Employer agrees to deduct monthly from the wages of each employee covered by this Agreement the periodic dues owing to the Union as a result of membership therein, upon the individual written authorizations for such deductions. Such authorization forms shall be furnished by the Union and shall comply with the provisions of Section 302 of the Labor-Management Relations Act of 1947, as amended and shall be deposited with and held by the Employer.

Deductions shall be made from the employee's first paycheck of each month and shall be remitted to the Financial Secretary of the Union not later than the 25th day of the month in which the deduction occurs.

The Union shall furnish the Employer monthly (but not later than the first day of each month), a record of those for who the deductions are to be made and the amounts of the deductions.

The Union agrees to indemnify and hold harmless the Employer from any and all claims by reason of deductions made and remitted to the Union in accordance with such authorizations and monthly statements.

ARTICLE 2 - WORKWEEK-OVERTIME POLICY

2.1 Eight (8) hours shall constitute a day's work, to be spread over a period of not more than nine (9) consecutive hours. Forty (40) hours shall constitute a minimum workweek of five (5) consecutive days.

2.2 There shall be two (2) consecutive days of rest between workweeks and one (1) of these shall be Sunday.

2.3 All work performed after eight (8) hours in any one day or forty (40) hours in any one week shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay. Any work performed on the sixth (6th) day shall be paid for at the rate of time and one-half (1-1/2) the regular rate of pay, and any work performed on the seventh (7th) day shall be paid at double time (2 for 1) the regular rate of pay. Double (2 for 1) time shall be paid for all Sunday work.

2.4 A paid holiday falling during an employee's regular workweek shall be considered as time worked for the purpose of computing overtime.

2.5 There shall be no time taken off to compensate for overtime worked.

2.6 The number of hours paid shall be included on each employee's weekly statement of earnings.

ARTICLE 3 - WAGES

3.1 Minimum wage rates shall be effective as listed below. No employee shall have his wage reduced as a result of this Agreement. Nothing herein shall prevent the Employer from paying a higher rate.

| EFFECTIVE DATE | | | | |
|----------------|----------|----------|----------|----------|
| 02/01/09 | | | | |
| \$37.50 | | | | |
| | 02/01/20 | | | |
| | | 02/01/21 | | |
| | | | 02/01/22 | |
| | | | | 02/01/23 |
| | \$38.25 | | | |
| | | \$39.05 | | |
| | | | \$39.95 | |
| | | | | \$40.95 |

All seniority employees on the payroll prior to February 1, 2019, will receive the following general wage increases on February 1, for each contract year.

| | |
|------|-----------------------------|
| | seventy cents (\$0.70) |
| | seventy-five cents (\$0.75) |
| 2019 | |
| 2020 | |
| 2021 | |
| | eighty cents (\$0.80) |
| 2022 | |
| 2023 | |
| | ninety cents (\$0.90) |
| | one dollar \$1.00) |

Employees still in progression on the effective date of this Agreement shall receive the above contractual increases and, upon their wage progression increase dates, will be paid no less than what they are entitled to in accordance with 3.2 of this Article.

Leadman or Working Foremen shall receive ten percent (10%) above the highest Journeyman rate they supervise.

All percentage wage rates shall be figured at the journeyman Spray Painters rate.

The Employer agrees that should it remove the present parking fee at its facilities for other Employer personnel, such will also be removed for employee under this Agreement.

3.2 Employees who are hired into the Journeymen classifications described in this article, on or after February 1, 1988, shall be paid in accordance with the following wage progression and schedule. The rate in effect on February 1, 2019, will be used to calculate the progression rates for the first eighteen (18) months and will remain the same for the life of the agreement.

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| Seniority | | | | |
|-------------------|---------|---------|---------|---------|
| Seniority Plus 12 | | | | |
| Start Rate | Plus 18 | | | |
| | Plus 24 | | | |
| Rate | Months | Months | Months | Months |
| 70% | 75% | 80% | 90% | 100% |
| Effective | \$26.25 | \$28.13 | \$30.00 | \$33.75 |
| 2/1/19 | | | | \$37.50 |
| Effective | | | | |

| | | | | | | | |
|--------|-----------|---------|---------|---------|---------|---------|--|
| | | \$26.25 | | | | | |
| | | | \$28.13 | | | | |
| | | | | \$30.00 | | | |
| | | | | | \$33.75 | | |
| | | | | | | \$38.25 | |
| 2/1/20 | Effective | \$26.25 | | | | | |
| | | | \$28.13 | | | | |
| | | | | \$30.00 | | | |
| | | | | | \$33.75 | | |
| | | | | | | \$39.05 | |
| 2/1/21 | Effective | \$26.25 | | | | | |
| | | | \$28.13 | | | | |
| | | | | \$30.00 | | | |
| | | | | | \$33.75 | | |
| | | | | | | \$39.95 | |
| 2/1/22 | Effective | \$26.25 | | | | | |
| | | | \$28.13 | | | | |
| | | | | \$30.00 | | | |
| | | | | | \$33.75 | | |
| | | | | | | \$40.95 | |
| 2/1/23 | | | | | | | |

3.3 Employees hired into the job classification of Painters Helpers, Full Time or Part Time shall be paid in accordance with the following wage schedule and progression.

PAINTERS HELPERS

Seniority

| | |
|------------------|---------|
| February 1, 2019 | \$13.00 |
| February 1, 2020 | \$14.00 |
| February 1, 2021 | \$14.50 |
| February 1, 2022 | \$15.00 |
| February 1, 2023 | |

\$15.50

Employees will be paid no less than what they are entitled to in accordance with the wages above, however after 24 months the employees will be placed at the top rate of \$25.50. After reaching the top rate the employees shall receive the general wage increases each succeeding year as described below:

All seniority employees on the payroll prior to February 1, 2019 will receive the following general wage increases on February 1, for each contract year.

| | |
|------|-----------------------------|
| | seventy cents (\$0.70) |
| | seventy-five cents (\$0.75) |
| 2019 | |
| 2020 | |
| 2021 | |
| | eighty cents (\$0.80) |
| 2022 | |
| 2023 | |
| | ninety cents (\$0.90) |
| | one dollar (\$1.00) |

Employees still in progression on the effective date of this Agreement shall receive the above contractual increases and, upon their wage progression increase dates, will be paid no less than what they are entitled to in accordance with 3.3 of this Article.

Part time employees in this classification shall be guaranteed a minimum of four (4) hours per day and shall receive this same guarantee for all benefits such as vacation, sick days, holidays and personal days.

ARTICLE 4 COST-OF-LIVING

4.1 All seniority employees who have completed their appropriate wage progression schedule shall be covered by the provisions of a cost-of-living allowance, as set forth in this Agreement.

Employees who have not completed their appropriate wage progression on the

effective date of COLA increase, shall receive the adjustment on a prospective basis on the date they complete their wage progression schedules.

The amount of the cost-of-living allowance shall be determined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, CPI-W (Revised Series using 1982-1984 Expenditure Patterns), All Items (1982-84 = 100), published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index".

Effective August 1, 2019, and every August 1 thereafter during the life of the Agreement, a cost-of-living allowance will be calculated on the basis of the difference between the Index for May 2019 (published June 2019) and every May thereafter, and the base Index for May 2018 (published June 2018) and every May thereafter as follows:

For every 0.2 point increase in the Index over and above the base (prior year's) Index plus 3.0% there will be a 1 cent increase in the hourly wage rates payable on August 1, 2019 and every August 1 thereafter. These increases shall only be payable if they equal five (\$0.05) cents in a year.

All cost-of-living allowances paid under this Agreement will become and remain a fixed part of the base wage rate for all job classifications. A decline in the Index shall not result in the reduction of classification base wage rates.

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made at the beginning of the first (1st) pay period after the receipt of the Index.

In the event the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate and agree upon an appropriate substitute for the Index. Upon failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an arbitrator for determination. The arbitrator's decision shall be final and binding.

5.1 One apprentice may be employed for every three (3) Journeymen employed. Apprentices shall constitute the only employees learning the trade and shall be given every opportunity and encouragement to master all branches of it. Apprentices shall be assigned to work with Journeymen only.

ARTICLE 6-SHOW-UP TIME

6.1 Any employee coming under this Agreement who is required to report for work shall be given four (4) consecutive hours of work from the time he reports each day, and shall receive full time pay for all time thereafter that he is required to maintain at work or on the premises ready for work. Any employee who is not specifically instructed at least eight (8) hours before his regular starting time not to report for work shall be considered as having been ordered to report and therefore entitled to four (4) hours of work.

ARTICLE 7 - SENIORITY

7.1 Seniority for all purposes shall be defined as the length of continuous service with the Employer in a given Shop as otherwise provided for in this Article.

7.2 Required qualifications to perform the work and seniority shall prevail in layoff and rehire.

7.3 A non-probationary employee covered by this Agreement shall lose his seniority status and his name shall be removed from the seniority list under any of the following conditions:

- (a) Voluntary quit or resignation;
- (b) Discharge for just cause;
- (c) Layoff or absence due to illness or injury in excess of twenty-four (24) months;
- (d) Failure to return to work on schedule from a leave of absence;
- (e) Failure to respond to the Employer's notice of recall from layoff within three (3) days (excluding Saturday, Sunday and Holidays) of receiving such notice which shall be sent by certified mail to the employee's last known address as filed with the Employer.

7.4 Current seniority lists are to be posted every six (6) months with copies sent to the Union.

7.5 When a shop is closed or partially closed, the employees affected will be entitled to follow the work and their seniority will be dovetailed in the new location. In the event

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the employees affected elect not to follow the work, it shall be offered to other employees in the shop in seniority order provided they are qualified to perform the work. In the event no qualified employees elect to follow the work and it becomes necessary to reduce the work force, the layoff provision this Article shall apply.

ARTICLE 8 - HOLIDAYS

8.1 The following holidays are recognized:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day
- December 31st
- Employee's Birthday
- Employment Anniversary Date
- Two Floating Holidays

The Shop Manager and the employee shall mutually agree upon the days to actually be taken as the Floating Holidays. If the Company decides to shut down their operations in the Southern California area on another day, the Floating Holiday will be assigned to that day. The two (2) Floating Holidays are given in January of each year. The first year, however, the two (2) Floating Holidays that are given on the first anniversary date will be taken and/or paid off by December 31st of that year.

8.2 An employee will be eligible for holiday pay if he meets all of the following conditions:

(a) If the employee is on the active payroll (entitled to receive earnings other than holiday pay during the payroll period in which the holidays falls) of the Employer during the week in which the holiday falls, except as described in Article 8.7.

(b) If the employee has worked a full day on the first (1st) day preceding or following a holiday (except where absence is excused on account of sickness or with specific permission of the employee's supervisor).

8.3 Employees may celebrate the holiday of their own birthday and/or employment anniversary date on such date or at a time mutually agreeable to the Employer and the employee, or as part of their vacations except that under no circumstances may such holidays be taken between December 1st and December 24th of each year.

8.4 Holiday pay shall consist of eight (8) hours at the employee's regular straight time hourly rate, including shift differential, if applicable, if the employee is regularly scheduled on the night shift. If an employee is required to work on a holiday, he shall receive time

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and one-half (1 1/2) his regular pay plus his holiday pay, provided that the employee works the day after such holiday unless he is prevented from working by reason beyond his control. When a holiday falls on a Sunday the following Monday shall be observed as the holiday. An employee with more than thirty (30) days working employment shall receive time and one-half (1 1/2) his regular straight time hourly rate for work performed on a holiday.

8.5 Employees must have been on the payroll more than sixty (60) working days in order to qualify for holiday pay. New hires, those hired on or after February 1, 1991, will not be eligible for those holidays other than the eight (8) scheduled holidays observed by all employees until one (1) year seniority has been reached.

Non Eligible Holidays - Personal (5) Days

Employee's Birthday

(2) Floating Holiday

8.6 If any employee works on any of the designated holidays listed below, he shall be paid straight time at the shift rate of pay plus holiday pay. Employees will bid on work in seniority order.

Day After Thanksgiving

December 31st (New Year's Eve)

It is understood that it is the intention of the company to staff as needed, to support its Air Service.

8.7 Employees absent for more than thirty (30) days due to being on State Disability or Workers Compensation will not be eligible for Holiday pay.

ARTICLE 9-UPS INSURANCE PLAN

9.1 Painters and Allied Trade employees will continue to participate in the TeamCare Health and Welfare fund.

ARTICLE 10-VACATIONS AND PERSONAL DAYS

10.1 All employees covered by this Agreement shall be entitled to one (1) week of vacation with pay after one (1) year of continuous service with the Employer; two (2) weeks of vacation with pay **after** three (3) years of continuous service with the Employer; three (3) weeks of vacation with pay after five (5) years of continuous service with the Employer; four (4) weeks of vacation with pay after ten (10) years of continuous service with the Employer; and five (5) weeks of vacation with pay after twenty (20) years **of continuous** service with the Employer; and six (6) weeks of vacation with pay after twenty- five (25) years of continuous service with the Employer, to become effective upon the next **vacation** period following ratification of this Agreement. An absence of thirty continuous days or less per year shall not break continuity of employment for the purpose

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of vacation or sick leave eligibility. In the event the absence is due to industrial injury, ninety (90) days or less shall not break continuity of employment for this purpose.

| | |
|----------------|---------|
| After 1 year | 1 week |
| After 3 years | 2 weeks |
| After 5 years | 3 weeks |
| After 10 years | 4 weeks |
| After 20 years | |

After 25 years

5 weeks

6 weeks

10.2 Eligibility **for** vacations will be determined on an individual employee's anniversary date, and vacations as so determined shall be taken prior to an employee's next anniversary date. Employees may not arrange their vacations so as to combine one year's vacation with that to be earned on their next anniversary date.

10.3 Employees shall take their vacations only in accordance with a vacation schedule as determined by the Employer. In determining the vacation schedule, seniority and the Employer's staffing requirements will be the paramount factors to be considered. Employees will receive their vacation pay on their last day of work prior to taking their vacation. If vacation is not taken, such earned vacation monies will be paid on the employee's anniversary date of hire. All employees may elect to sell back all **but two** weeks of their vacation. Any employee that chooses to sell back a portion of their vacation and personal days must sign the payroll form before vacation scheduling begins.

10.4 After one (1) year of continuous employment, vacations shall be prorated for an employee leaving the Employer for reasons other than dishonesty. Such employee shall be entitled to **one-twelfth** (1/12th) of the vacation that would be earned on his next anniversary date for each full calendar month actually worked during the anniversary year ending with his next anniversary date.

10.5 An employee may elect on their anniversary date, with their earned vacation, an additional five (5) days off (40 straight time hours) or in lieu thereof.

10.6 Vacation pay for each week of vacation shall be forty-five (45) straight time hours of pay for each week of earned vacation. Vacation pay shall be paid on a separate check and shall be taxed on a weekly basis.

ARTICLE 11 DISABILITY AND SICK LEAVE

11.1 Regular Full-Time employees, completing one (1) year of continuous service, will be allowed fifty-six (56) hours of straight time pay, seven (7) eight (8) hour days. Each employee will be allowed seven (7) days at the daily guaranteed rate of pay, on each succeeding sick leave anniversary date. **If** at the end of each succeeding twelve (12) months the seven (7) days have not been used for sick pay, the unused portion will be paid, or in five (5) day segments used as vacation time off, at the option of the employee. These five (5) days forty (40) straight time hours may be selected under the same

procedure by the employee as part of the employee's next vacation selection period. When the unused sick pay is paid, it shall be paid at the rate in effect as the time of payment.

(a) Sick pay to be allowed for the first (1st) day of any period of absence from work due to bona fide sickness or disability.

(b) An employee unable to work because of sickness or disability must notify the Employer prior to the time the employee is scheduled to report for work unless conditions make it impossible to give such notification, and sickness shall be deemed to have commenced at the time the Employer is so notified unless notification is impossible.

(c) No employee shall be entitled to disability leave pay in the case of injury while working for another employer or while self-employed for profit or compensation.

(d) No employee shall be requested to have a medical release from their physician, unless the employee has been on sick leave for five (5) days or more, or in the event of any personal injury.

11.2 An employee injured on the job and unable to work for the balance of the shift. shall be paid the full shift rate without deduction from accrued sick leave. If an employee reports to work and works less than four (4.0) hours due to an illness they shall be paid for their actual hours worked and eight (8.0) hours sick pay.

11.3 At their request, employees who have sick leave pay to their credit and are drawing UCD benefits shall be paid the difference between such benefit payments and their straight time weekly earnings for each week such benefit payments are made. Such sick leave pay shall be charged to the employee's sick leave credit.

ARTICLE 12 - FUNERAL LEAVE

12.1 in the event of a death of a member of the employee's family, a seniority employee shall be allowed a reasonable time off to attend the funeral, not to exceed four (4) scheduled work days. These days shall not extend beyond the day of the funeral unless an additional day is required for travel, except as noted below. The employee will be reimbursed at eight (8) times the employee's straight-time hourly rate for each day lost

from work for those employees whose regular scheduled work week is five (5) days, and ten (10) times the straight-time hourly rate for those employees whose regular scheduled work week is four (4) days.

A regular full-time employee shall be guaranteed two (2) days off to be taken between the day of death and two working days following the funeral.

Members of the employee's family means: spouse, child, step-child, father, mother, step-parents, brother, sister, grandparents, grandchildren, mother-in-law and father-in-law.

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An employee shall be allowed one (1) day off to attend the funeral of a Sister-in-law or Brother-in-law. Reimbursement for this day shall be the same as outline above.

The definition of a Sister-in law or Brother-in-law is your spouse's sister or brother and your brother's or sister's spouse.

ADMINISTRATIVE EXAMPLE - FUNERAL LEAVE

Person dies Friday = Employee entitled to two days to attend funeral.

Examples:

Funeral - Sunday

Two Days - Monday, Tuesday

Funeral - Monday

Two Days - Monday, Tuesday

Funeral - Tuesday

Two Days - Monday, Tuesday

One day for travel if necessary

Funeral - Wednesday

Three Days - Monday, Tuesday, Wednesday

One day for travel if necessary

IMPORTANT AREAS TO REMEMBER

- A. Employee must attend funeral.
- B. No employee can get more than four (4) days. That can only happen if travel is involved.
- C. Employee must prove D.I.F. and actual attendance of funeral.

ARTICLE 13 JURY DUTY

13.1 When a seniority employee is called for jury duty service, he/she shall be excused from his/her regular duties on the days he/she is required to appear in court or comply with jury rules that prevent him/her from reporting for work. For any regularly scheduled workday in which time off for such jury service is granted, the full time employee shall be paid at his/her guarantee, less any amount received as a jury duty fee if such fees are defined as wages under applicable laws. The employee shall be required; however, to turn over to the Employer adequate proof of his/her jury duty service and compensation in order to receive the compensation above provided.

Employees who are scheduled to work a day shift shall not be required to report for work on any day he/she is required to report for jury duty unless released from jury duty

not less than six (6) hours prior to the end of his/her regularly scheduled shift, in which event he/she will be allowed two (2) hours from the time he/she is released from jury duty to report and work the remainder of his/her regularly scheduled shift.

Employees scheduled to work any shift other than the day shift shall not be required to report to work on any day he/she is required to report for jury duty unless he/she has been released from jury duty not less than four (4) hours prior to the start time of his/her regular shift and provided further he/she would complete such shift not less than ten (10) hours prior to the time he/she is required to report for jury duty the next following day.

Notwithstanding the above, no employee, working other than a day shift, will be required to report to work on a night if he or she has served jury duty that day and that service prevents him or her from reporting for work.

In the event an employee returns to work after being released from jury duty and works beyond his/her regularly scheduled work day such hours worked shall be compensated at the applicable overtime rate of pay.

Time spent on jury duty service shall be considered time worked for purposes of Employer contributions to Health and Welfare and Pension Plans, vacation eligibility and payment, holidays and seniority, in accordance with the applicable provision of the Supplemental Agreement.

ARTICLE 14 PENSION PLAN

14.1 Effective February 1, 2019, the Employer shall pay into the International Union of Painters and Allied Trades Industry Pension Fund for the account of each covered employee working under this Agreement the sum of \$103.68 per day worked, or portion thereof, subject to a maximum of \$518.40 per week of work.

Effective February 1, 2020, the Employer shall pay into the International Union of Painters and Allied Trades Industry Pension Fund for the account of each covered employee working under this Agreement the sum of \$107.68 per day worked, or portion thereof, subject to a maximum of \$538.40 per week of work.

Effective February 1, 2021, the Employer shall pay into the International Union of Painters and Allied Trades Industry Pension Fund for the account of each covered employee working under this Agreement the sum of \$111.68 per day worked, or portion thereof, subject to a maximum of \$558.40 per week of work.

In 2022 and 2023, the International Union of Painters and Allied Trades Industry Pension Fund will receive for a pension allocation the differential between the increase to TeamCare and one dollar (\$1.00). For each covered employee working under this agreement the Company will contribute based on 8 hours per day worked, or portion thereof, subject to a maximum of 40 hours per week of work.

The following are the Employer's hourly contributions rates:
Effective February 1, 2019 - \$12.96 per hour. Effective

February 1, 2020 - \$13.46 per hour. Effective February 1, 2021 - \$13.96 per hour. Effective February 1, 2022 Effective February 1, 2023

(TBD based on TeamCare costs, not to exceed \$0.70).

(TBD based on TeamCare costs, not to exceed \$0.70).

The Employer agrees to abide by such rules as may be established by the trustees of said trust fund to facilitate the prompt and orderly collection of such amounts, and the accurate reporting and recording of such amount paid on account of the employees. Failure to make the payment herein provided, within the time specified, shall be a breach of this agreement.

ARTICLE 15 UNIFORMS

15.1 If the Employer requires the employees to wear uniforms or a uniform item of wearing apparel, the uniforms or uniform items of wearing apparel shall be furnished and laundered by the Employer.

ARTICLE 16 - GRIEVANCE AND ARBITRATION

16.1 For the purpose of this Agreement, the term "grievance" means any dispute between the Employer and the Union or between the Employer and any employee concerning the affect, interpretation, application, claim or breach or violation of this Agreement, or involving working conditions.

16.2 All grievances not brought to the Employer's attention by any employee or by the Union within fifteen (15) days after the grievance occurred or after the employee or the Union had knowledge thereof shall be considered outdated, thus preventing any accumulation of grievances.

16.3 Any such grievance shall be settled with the following grievance procedure:

(a) The dispute shall be taken up by the Shop Steward and the committeemen, if any, the aggrieved employee and the Foreman or Superintendent.

(b) The Representative of the Employer shall give his answer within two (2) working days. If no satisfactory settlement is reached between the parties; then

(c) The Shop Steward shall call in a Business Representative of the Union who shall meet with the authorized Representative of the Employer and the Shop Steward.

16.4 If the grievance is not settled by the Business Representative of the Union and the District Manager of the Employer, or his designated representative within ten (10) working days, either party may submit the matter to arbitration by notifying the other party

writing of its desire to arbitrate. Such notice to arbitrate must be given within ten (10) working days from the date of deadlock.

16.5 The Employer and the Union shall submit to each other the names of their respective representatives, and the two (2) shall meet to choose the third (3rd) member of said Arbitration Board within five (5) days after the request for Arbitration has been made. In the event the representatives selected by the parties are unable to agree on a third impartial member of said Arbitration Board, the parties representatives shall exchange lists of five (5) qualified and experienced arbitrators and shall alternately strike names from such lists with the last name remaining on such list being selected as the third (3rd) impartial member of said Arbitration Board. The first strike shall be determined by the toss of a coin.

16.6 Compensation and expenses of the third (3rd) member of the Board shall be borne equally by the Employer and the Union.

16.7 Said Board may call witnesses in any proceeding before it, and the Employer agrees to release said witness from work if they are employees and on duty and will reimburse said employee(s) for time lost.

16.8 It is understood that the Arbitration Board has no authority to modify, amend, revise, add to or take away any of the terms or provisions of this Agreement.

16.9 Before the submission of a grievance to arbitration, the Employer and the Union shall set forth in writing specifically the issue or issues to be submitted to arbitration, and the Arbitration Board shall combine its decision to such stipulation of issue or issues. If a stipulation of issue or issues has not been arrived at by the parties at the time of the third (3rd) impartial member is present to hear the case, the original letter of grievance, together with the Union's written appeal from the Management decision and any written decision of Management shall be used and considered as the issue or issues of the case.

16.10 There shall be no responsibility on the part of the Employer to make any further

adjustment of a grievance when the aggrieved employee who signed the original grievance voluntarily terminates his employment with the Employer, except as to the correctness of the amount of his terminable paycheck.

16.11 Except in cases involving the infractions described below, an employee to be discharged or suspended shall be allowed to remain on the job, without loss of pay, until such time as the grievance is processed in accordance with Article 16.3 of this Agreement.

In cases of: (1) Dishonesty; (2) drinking of alcoholic beverages while on duty; (3) recklessness resulting in a serious accident while on duty; (4) the carrying of unauthorized passengers; (5) unprovoked assault on an employee or a supervisory employee while on duty; (6) selling, transporting or use of illegal narcotics while in the employment of the

Employer; (7) willful, wanton or malicious damage to the Employer's property, shall be dischargeable offenses without the necessity of a warning letter being in effect.

ARTICLE 17 - NO STRIKE NO LOCKOUT

17.1 The parties agree that during the term of this Agreement there shall be no strike, work stoppage, slowdown or refusal to perform services and no lockouts. The parties further agree that discipline, including discharge, is the appropriate penalty for the violation by any employee of this section; however, this section shall not apply should either party refuse to abide by the final decision of arbitration when that decision has been enforced by the final decree of any court. The parties further agree that either party may seek relief from the violation of this Article in the courts of the State of California and that should such an action be filed, it would be in addition to any other remedy which that party might have.

17.2 It shall not be a violation of this Article for an employee to refuse to go through a picket line established by a bona fide union and recognized by the District Council of Painters No. 36.

ARTICLE 18 - ALTERNATION OF AGREEMENT

18.1 No alternation, variation, waiver, or modification of any of the terms or conditions or

covenants contained herein shall be made by any employee or group of employees with the Employer and in no case shall it be binding upon the parties hereto unless such agreement is made and executed in writing between the parties hereto.

18.2 The waiver of any breach or conditions of this Agreement by either party shall not constitute a precedent in the future endorsement of all terms and conditions herein.

ARTICLE 19 PHYSICALS

19.1 Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees provided; however, the Employer shall not pay for any time spent in the case of applicants for jobs, but shall be responsible to other employees only for time spent at the place of examination or examinations where the time spent by the employee exceeds two (2) hours, and in that case only for those hours in excess of said two (2). Examinations are to be taken at the employee's home area and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours unless paid by the Employer for all time spent. Employees shall be given reasonable notice of dates of examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done, an employee, have said employee re-examined at the employee's expense. If the two (2) physicians disagree, the Employer and the Union shall mutually agree upon a third physician within ten (10) working days, whose decision shall be final and binding on the Employer and the Union and the

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employee. Neither the Employer nor the Union will attempt to circumvent the decision of the third physician and the expense of the third physician shall be equally divided between the Employer and the Union.

ARTICLE 20 - NOTICES

20.1 Notices and correspondence with respect to this Agreement when directed to the Employer should be addressed to:

United Parcel Service

1201 W. Olympic Blvd

Los Angeles, CA 90015

And if addressed to the Union should be addressed to:

Painters and Allied Trades
District Council 36, Local Union 1991, AFL-CIO
1155 Corporate Center Drive
Monterey Park, CA
91754

ARTICLE 21 - DURATION

21.1 This Agreement shall be effective on the 1st day of February, 2019 and shall remain in effect thereafter until the 31st days of January, 2024 and shall be deemed automatically renewed from year to year thereafter unless written notice of desired changes or termination is given by one party to the other at least sixty (60) days prior to the termination date of this Agreement.

Dated this 1st day of February,
2019

UNITED PARCEL SERVICE

BY

Mary Misloski
FOR THE COMPANY

PAINTERS AND ALLIED TRADES DISTRICT
COUNCIL 36 LOCAL UNION 1991 AFL-CIO

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Ana Hanson
FOR THE UNION

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