

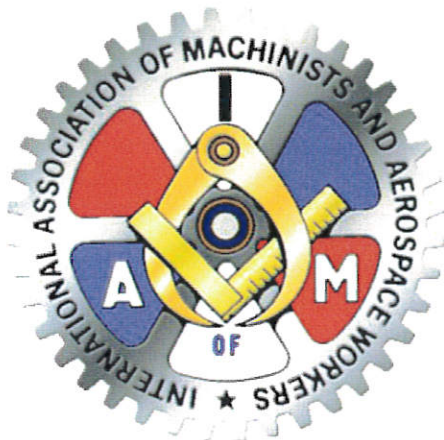
**2019
COLLECTIVE BARGAINING
AGREEMENT**



UNITED PARCEL SERVICE

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE 160 AND DISTRICT LODGE 751**



AUGUST 01, 2019 – JULY 31, 2024

AGREEMENT
BY AND BETWEEN
UNITED PARCEL SERVICE
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE NO. 160,
DISTRICT LODGE NO. 751

AUGUST 1, 2019 - JULY 31, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE 1 - HEADING OF AGREEMENT	1
article 2 - purpose of the agreement	1
article 3 - employees covered	1
article 4 - transfer of company title or interest	2
article 5 - recognition, hiring and equal employment.....	2
article 6 - discharge of employees.....	3
article 7 - shop stewards	3
article 8 - seniority	3
article 9 - leave of absence	4
article 10 - payment of wages	5
article 11 - safety and sanitary conditions	5
article 12 - non-precedent setting.....	5
article 13 - travel expense	6
article 14 - visit to establishment	6
article 15 - grievance procedure.....	6
article 16 - arbitration	7
article 17 - entire agreement	8
article 18 - separability and savings clause.....	8
article 19 - persons prohibited.....	8
article 20 - contract work	9
article 21 - bulletin board clause.....	9
article 22 - hours of work.....	9
article 23 - rates of pay.....	9
article 24 - cost-of-living	10
article 25 - additional shifts.....	10
article 26 - overtime.....	11
article 27 - holidays	11
article 28 - vacations	12
article 29 - jury duty.....	13
article 30 - sick leave.....	13
article 31 - military clause.....	14
article 32 - payroll deductions	14
article 33 - apprentice's wages.....	14

article 34 - coveralls	15
article 35 - special tools, tool insurance	15
article 36 - fidelity bonds	16
article 37 - piecework, etc.	16
article 38 - no strikes or lockouts.....	16
article 39 - call-in time	16
article 40 - health and welfare plan	17
article 41 – pension.....	17
article 42 - dental plan.....	18
article 43 - funeral leave.....	19
article 44 - trailer mechanics	19
article 45 - tax deferred savings plan 401(k)	19
article 46 - part-time utility employee.....	20
article 47 - relief period.....	20
article 48 - management employee relations	20
article 49 - duration of agreement	20
PROGRESSION GUIDELINES, PART-TIME UTILITY EMPLOYEE.	22
NOTIFICATION OF ABSENTEEISM OR TARDINESS	23

AGREEMENT

ARTICLE 1 - HEADING OF AGREEMENT

THIS AGREEMENT covers employees of United Parcel Service working in the State of Washington and in the Idaho area covered by this Agreement, for the period from August 1, 2019 through July 31, 2024. United Parcel Service will be hereinafter referred to as the "Employer", and the International Association of Machinists and Aerospace Workers, and its affiliated Local or District Lodges, hereinafter referred to as "Union", agree to be bound by the terms and provisions of the Agreement.

It is agreed that any new machinists' operations, new centers, new trailer maintenance/repair facilities, new air hubs, new gateway operations and other new operations of the Employer within the jurisdiction of the aforementioned Machinists District/Local Lodges shall be covered by this Agreement, unless otherwise provided by law. All locations under this Agreement shall consider a parts classification to be in the jurisdiction covered by this contract and at such time as an employee or employees are hired for this classification, an appropriate wage rate will be negotiated and added hereto.

ARTICLE 2 - PURPOSE OF THE AGREEMENT

In entering into this Agreement, the parties hereto have the following purposes and objectives in mind:

- (a) To improve public opinion with respect to parties hereto and their members, and to improve the service rendered the same;
- (b) To establish uniform regulations and conditions in the relationship between Employers and employees;
- (c) To establish uniform minimum rates of pay, maximum hours of work and minimum working conditions;
- (d) To provide, establish and put into practice effective methods for the settlement of misunderstandings, disputes or interpretations of this Agreement between the parties hereto, to the end that industrial peace may be maintained and business efficiency increased.

ARTICLE 3 - EMPLOYEES COVERED

This Agreement shall apply to and cover all employees in the following classifications: automotive mechanics, plant maintenance, trailer and trailer container mechanics, and apprentices. A regular employee is one who has been continuously on the payroll of one (1) Employer for a period of ninety (90) calendar days. A probationary employee is one who has not been continuously on the payroll of one (1) Employer for a period of ninety (90) calendar days.

All terms and conditions of the Agreement are applicable to such regular and probationary employees except as specifically hereinafter exempted for probationary employees.

ARTICLE 4 - TRANSFER OF COMPANY TITLE OR INTEREST

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or any separable independent segment thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc. of the operation covered by this Agreement or any part thereof. Such notice shall be in writing, and a copy shall be sent to the Union not later than the effective date of transfer.

ARTICLE 5 - RECOGNITION, HIRING AND EQUAL EMPLOYMENT

The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work and other conditions of employment for the employees covered by this Agreement.

Union Security: Pursuant to and in conformity with Section 8(a)3 of the Act, all employees covered by this Agreement, within thirty-one (31) days after the execution of this Agreement, or in the cases of new employees, within thirty-one (31) days of employment, shall become members or tender the uniform initiation fees and pay dues generally applicable to other applicants within the meaning and intent of the Act and applicable law. The Employer shall, within three (3) working days, discharge any employee about whom the Union, through its Representative, delivers to the Employer a written notice that such employee has not complied with this provision.

The Employer shall give the Union equal opportunity with all other sources to refer suitable applicants for employment.

In hiring, the Employer shall give consideration for employment to applicants who have been previously employed in the trucking industry. However, applicants so employed shall be on probation during the first ninety (90) calendar days of their employment and may be subject to discharge during this period without recourse to Article 15 or 16, except to sub-paragraphs (a), (b) and (c) of Article 15, which may apply. No applicant will be preferred or discriminated against by the Employer because of membership or non-membership in the Union.

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.

The Employer shall not and the Union shall not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of

race, religion, color, age, sex, sexual orientation or national origin, except as otherwise provided by law. Where the pronouns "he" or "she" or any other pronouns designating sex are used in the Agreement, it shall be deemed to refer to either and/or both sexes.

ARTICLE 6 - DISCHARGE OF EMPLOYEES

The Employer reserves the right to discipline, suspend or discharge any employee for just cause. Within ten (10) days of the occurrence of the alleged cause for discharge, suspension or a warning letter, the Employer shall give written notice to the Local Union of its decision to discharge, suspend or warn the employee. If the Employer fails to give such written notice within the specified ten (10) day period, the right to discharge, suspend or warn for that particular reason shall be waived.

Warning notices and suspensions shall be null and void and incompetent evidence under the provisions of this Agreement after nine (9) months.

Upon request, employees shall be provided with copies of any formal written disciplinary action contained in the employees personnel file.

In the event of dispute as to whether or not "justifiable cause" existed, such dispute may be processed through the grievance procedure contained in this Agreement.

It is mutually agreed that employees will be subject to discharge for unlawful use of narcotics, drugs or marijuana.

The Employer may require controlled substance testing for reasonable cause. Failure to take such test will subject the employee to discipline.

ARTICLE 7 - SHOP STEWARDS

The Union shall inform the Employer in writing of its selection of authorized Shop Stewards, and the Employer agrees to recognize Stewards so designated.

Upon notification to their supervisor, a Steward shall be afforded the right to leave their work area for a reasonable period of time to investigate, present and process grievances and to represent a fellow employee concerning grievances or discipline so long as such activity does not interrupt the Employer's operations.

Shop Stewards shall have top seniority in the shop during their respective terms of office for the purpose of layoffs and recalls only, provided they are qualified to do the work.

ARTICLE 8 - SENIORITY

Seniority shall date from day of hire, by classification within each shop location, but no seniority rights shall accrue therefrom until after a probationary period of ninety (90) calendar days. At the end of the probationary period the employee shall be classified as a regular employee.

Seniority shall prevail in the reduction and restoration of forces by classification providing the senior employee is qualified of performing the work. In the event of a layoff of more than ten (10) working days, an employee may elect to exercise his seniority within his bargaining unit.

The Employer will give consideration to the employee's seniority and classification, provided the employee is capable of performing the work in matters of shift assignments.

A regular 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 in excess of one (1) year.

Regular employees who wish to be considered for job openings and/or transfer must submit such request in writing. The request must identify the specific location and position desired.

Employees transferred will go to the bottom of the seniority list for all rights except layoff. The most senior employee who is capable of performing the work will be allowed to transfer one (1) time during the first three (3) years of the Agreement and may be allowed to transfer a second (2nd) time during the last three (3) years of the Agreement.

If after a thirty (30) day trial period the employee cannot demonstrate an ability to perform the work, or the employee desires, the employee must return to the former classification.

ARTICLE 9 - LEAVE OF ABSENCE

When the requirements of the Employer's service will permit, any employee hereunder, upon written application to the Employer, may, if the Employer approves, be granted a leave of absence (in writing) for a period not in excess of thirty (30) days. Under such leaves, the employee shall retain and continue to accrue seniority, and the Union shall be notified of all such leaves granted.

Such leaves may be extended for additional periods of thirty (30) days, when approved by both the Employer and the Union (in writing), and seniority will accrue during such extension.

Employees hereunder, returning from an authorized leave of absence or extension thereof, will be returned to the job held when the leave was granted. If the job no longer exists, the employee may exercise his seniority commensurate with his ability and seniority standing.

Any employee hereunder on leave of absence, engaging in gainful employment without prior written permission from both the Employer and the Union, shall forfeit his seniority rights and his name will be stricken from the seniority roster.

Any employee entering the Armed Forces for military training or service, in accordance with the provisions of the Selective Service Act of 1967 as amended, and other applicable laws, will be restored to service in accordance with such laws, and his seniority will be fully protected. In case of temporary or partial disability which makes it impossible to return to work within the ninety (90) days after discharge, special arrangements will be made by the Employer and the Union for a proper extension of time.

ARTICLE 10 - PAYMENT OF WAGES

Each Employer shall establish a regular payday. If such regular payday falls on a Saturday, Sunday or holiday, the employees shall be paid not later than the last regular workday preceding the regular payday. All employees covered by this Agreement shall be paid weekly.

ARTICLE 11 - SAFETY AND SANITARY CONDITIONS

The Employer and employee shall comply with State and Federal safety, environmental and sanitation laws, where applicable, and shall maintain safe and sanitary conditions in all its maintenance shop operations.

Adequate dressing rooms and washing facilities shall be furnished by the Employer. All toilets, lunchrooms and working areas shall be kept in a clean and sanitary condition, properly lighted, heated and ventilated, and soap, hot water and towels shall be furnished. Employees shall cooperate with management in the maintenance of a generally well-kept shop and in the proper use of sanitary facilities.

The Employer will supply up to one hundred fifty dollars (\$150.00) every two (2) years for prescription safety glasses.

All injuries must be reported by the employee to the management on the day injury occurs and proper format followed. Medical treatment may be delayed based on the injury.

Any employee suffering an industrial accident shall be entitled to a full day's pay for the day on which the accident occurs, provided it shall be medically certified by a physician as a disabling accident.

ARTICLE 12 - NON-PRECEDENT SETTING

The waiver of any breach or condition of this Agreement by either party or by an individual employee shall not constitute a precedent in the future enforcement of all terms and conditions herein.

ARTICLE 13 - TRAVEL EXPENSE

Actual reasonable expense for eating, lodging and travel incurred by members of the Union, when away from base station on "company business", shall be paid by the Employer.

When employees are assigned a temporary duty station, they shall be paid travel time and mileage to and from their normal duty station.

Only when employees are required to travel for training outside their normal work hours they shall be compensated the hourly rate as well as mileage. In non-required training, the reimbursement shall be either mileage or the straight-time hourly rate, based on the higher reimbursement. The mileage rate to be set by the Federal Government.

ARTICLE 14 - VISIT TO ESTABLISHMENT

Authorized representatives of the Union shall have access to the premises of the Employer to transact necessary Union business after having first notified the Employer or the Employer's representative. It is agreed that the representatives will conduct their business in such a manner so as not to conflict with the normal operation of the Employer's business.

ARTICLE 15 - GRIEVANCE PROCEDURE

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 effect, interpretation, application, claim of breach or violation of this Agreement, or any dispute which may arise between the parties. All grievances not mentioned within fifteen (15) days after they occur, or first knowledge that a grievance exists, shall be considered as outdated, thus preventing an accumulation of grievances. If, in cases of discipline, the Union does not file a written protest within fifteen (15) days of notification, the right to protest such discipline shall be waived.

Step 1. The dispute or grievance shall be taken up by the Shop Steward, the aggrieved employee and the supervisor or his designee of the department involved. The supervisor or his designee must give his answer within two (2) working days. If no satisfactory settlement is reached between the Shop Steward and the supervisor or his designee, then

Step 2. The Shop Steward shall, within five (5) working days reduce the grievance to writing and, present and discuss such grievance with an authorized representative of the Employer. If no satisfactory settlement is reached between them within five (5) working days, then

Step 3. The Shop Steward shall, five (5) working days, call in a representative of the Union who shall meet with the authorized representative of the Employer and Shop Committee, if any.

Step 4. If the grievance or dispute cannot be satisfactorily adjusted within ten (10) days by the Business Representative of the Union and the Employer or the Employer's representative and the parties cannot agree, then either party reserves the right and authority to submit such grievance or dispute to arbitration in the manner herein provided. However, the grievance or dispute must be submitted to arbitration within forty-five (45) calendar days. All time limits referred to in this grievance procedure may be extended by mutual consent.

The aggrieved employee or the Shop Steward shall have the right to call in the Union representative at any step of the grievance or arbitration procedure.

Either party to this Agreement shall be permitted to call employee witnesses at each and every step of the grievance procedure. The Employer, on demand, will produce production, payroll and other records for the purpose of substantiating the contentions or claims of the parties.

The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement between the parties of any and all grievances as herein defined, and the grievance procedure and arbitration provided herein shall constitute the sole and exclusive remedy to be utilized by the parties hereto for such determination, decision, adjustment or settlement of any and all grievances as herein defined.

Any time specified herein shall not include any time on any Saturday, Sunday or holiday.

Labor management meetings of Union Steward and management representatives will meet quarterly or as needed to discuss issues and concerns of day-to-day matters affecting the combined efforts of both parties.

ARTICLE 16 - ARBITRATION

In the event a grievance or dispute is submitted to arbitration, an Arbitration Board shall be selected according to, and shall be governed by, the following procedure:

The Board of Arbitration shall consist of one (1) member selected by the Union and one (1) member selected by the Employer or Association. In the event that these two (2) members of the Board of Arbitration fail to agree upon the disposition of a dispute or grievance within three (3) working days after the meeting for this purpose, then, at the request of either of these two (2) members of the Board of Arbitration, the Federal Mediation and Conciliation Service shall be requested to appoint a panel of seven (7) arbitrators from which panel the two (2) arbitrators shall select the third and impartial arbitrator in the following manner:

The two (2) arbitrators shall determine by lot the order of elimination, and thereafter each shall, in that order, alternately eliminate one (1) name until only one (1) remains. The seventh (7th) or remaining person named thereupon shall be accepted by both arbitrators as the third impartial arbitrator.

The three (3) arbitrators shall thereupon constitute the Board of Arbitration to decide the issue or issues involved. The award of the Board of Arbitration must be rendered within fifteen (15) working days after the matter is finally submitted to the Board and shall be binding upon the parties and shall be complied within five (5) working days after the decision is rendered.

The Board of Arbitration shall not have the power or authority to add to, subtract from or modify the terms of this Agreement.

The Employer shall pay the expenses and salary of its arbitrator, and the Union shall pay the expenses and salary of its arbitrator. Expenses and compensation of the third arbitrator shall be divided equally between the Employer and the Union.

Any time specified herein shall not include time on any Saturday, Sunday or holiday unless specifically provided otherwise herein.

ARTICLE 17 - ENTIRE AGREEMENT

The terms and provisions herein contained shall constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous and present arrangements or understandings, whether written, oral or implied concerning such subject matter.

Any oral or written agreement between an Employer and an employee which conflicts with or is inconsistent with this Agreement or any supplemental agreement hereto which disestablishes or tends to disestablish relationship of Employer and Union, as stipulated in the Agreement, shall forthwith terminate immediately.

ARTICLE 18 - SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Should any Article or Section of this Agreement be held invalid or be restrained, as provided herein, the parties shall immediately meet and negotiate valid alternate and/or substitute provisions to replace and/or modify those provisions affected.

ARTICLE 19 - PERSONS PROHIBITED

Except in emergencies and purposes of demonstrations and instruction, the Employer agrees that any and all persons not members of the Union, or not hired in accordance with the provisions of this Agreement, shall be prohibited from performing any kind of

work being performed, or previously performed, or capable of being performed by members of the Union or persons eligible to membership in the Union.

ARTICLE 20 - CONTRACT WORK

Whenever, in conduct of his business, the Employer requires work to be done by contract or by an outside establishment, he will cooperate with the Union in maintaining and protecting wage scales and conditions of the members thereof.

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type, and including new operations or buildings covered by, presently performed or hereinafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement. The Employer may not subcontract work in any classification if any employee who normally performs such work is on layoff. Upon request by the Union, the Employer will supply the Union with a complete list of outside service contractors and such work that they are performing.

The Employer agrees that it will not look at any employee not being on layoff as a license to subcontract work.

No existing employee will be laid off as a direct result of subcontracting.

ARTICLE 21 - BULLETIN BOARD CLAUSE

The Union shall have the right to erect a bulletin board on Employer premises for the posting of matters concerning official Union business.

ARTICLE 22 - HOURS OF WORK

Eight (8) hours within nine (9) consecutive hours between 5:00 a.m. and 5:00 p.m. shall constitute a workday, and five (5) consecutive days shall constitute a workweek of forty (40) hours. There shall be two (2) consecutive days' rest period between workweeks (Friday and Saturday, Saturday and Sunday or Sunday and Monday).

Where possible, employees shall receive a one-half (1/2) hour lunch period. The Employer may assign an employee to a one (1) hour lunch when the business requirement necessitates.

ARTICLE 23 - RATES OF PAY

Start rate will be eighty percent (80%) of Journeyman scale for new employees, with the employee reaching the top Journeyman rate after seniority plus one (1) year.

Wages for Automotive and Maintenance Journeyman Mechanics who have completed progression as of August 1, 2019 will be determined only in accordance with this Section. Automotive and Maintenance Journeyman Mechanics who complete

progression during the life of this Agreement will receive their first general wage increase upon the next anniversary of their previous contract's expiration date, and thereafter, their wages will be determined only in accordance with this Section.

Effective August 1, 2019 - \$34.19 *

* Future increases will be pursuant to Article 8 of the Master Agreement and Article 41 of this supplement.

The above rates are for journeyman (including automotive machinists, electricians, welders, servicemen, body, fender and radiator repairmen).

Pay for any fraction of a week shall be computed according to the rate set forth above.

Regular employees shall be guaranteed forty (40) hours of pay, except in cases where an Employer's operations are adversely affected by a work stoppage, Act of God, civil commotion or insurrection, or is removed from work because of disciplinary action.

Paid holidays occurring within an employee's regular workweek shall be counted as part of the guarantee, and as a day worked for overtime purposes.

Any employee who quits, is terminated for cause or is recalled from layoff who is hired on other than the first day of his regularly scheduled workweek shall be paid only for the days worked during that week.

Any employee already receiving more than the minimums set forth herein for his classification shall suffer no reduction as a result of this Agreement, and nothing herein shall preclude the payment of a higher rate at the discretion of the Employer.

ARTICLE 24 - COST-OF-LIVING

See the National Master Agreement for the cost-of-living language.

ARTICLE 25 - ADDITIONAL SHIFTS

Starting time for individual employees shall be fixed at the same starting time for the entire workweek except by mutual agreement.

The parties shall recognize the period from 5:00 a.m. to 12:00 p.m. (noon) as constituting the day shift starting time spread.

Any shift starting outside of the day shift starting time shall be paid a premium of \$.40 per hour over the day shift rate.

Annual Bids: There shall be an annual bid for shift assignments and work weeks in each job classification by seniority in the employee's respective building. Seniority shall govern in filling shift assignments and vacancies. Annual bids will be posted the first week in January (for two weeks) and will become effective the first work week of February of each year.

ARTICLE 26 - OVERTIME

The first and second hours worked in excess of eight (8) hours in one (1) day shall be paid for at the rate of time and one-half (1 1/2). Any additional overtime worked (over ten (10) hours) in any one (1) day shall be paid for at the rate of double time (2X). A day is defined as the twenty-four (24) hour period commencing with the employees regular scheduled start time. Overtime will be paid at a premium shift rate on premium shifts if the majority of the time of an employee's first eight (8) hours of work is premium time. On a sixth (6th) day, the first eight (8) hours worked will be paid at time and one-half (1 1/2) and double time (2X) after eight (8). On a seventh (7th) day, all time worked will be paid at double time (2X).

In locations that apply for Plant Maintenance and Automotive work, a sixth (6th) and seventh (7th) day's work will be offered on a voluntary basis by seniority, qualification and classification.

Extra overtime will be offered to available and qualified employees by seniority, classification and location, provided their work assignment is complete.

The Employer will continue to evaluate the staffing needs on an ongoing basis.

ARTICLE 27 - HOLIDAYS

The following holidays shall be recognized by the Employer, and no salary deduction shall be made for same:

New Year's Day
Memorial Day
Fourth of July
Labor Day

Thanksgiving Day
Day after Thanksgiving
Christmas Day
December 31st
6 Floating Holidays

Effective June 1, 2003, newly hired employees will not be eligible to receive named holidays until they have completed twelve (12) months of employment.

Earned holidays must be taken within the next anniversary year, unless being used for an optional week's vacation as posted to the vacation schedule.

The floating holidays shall be planned and observed by mutual agreement between the Employer and the employee. No arrangement to work for additional compensation during their earned holidays will be allowed. Exception: A maximum of two (2) floating holidays may be carried forward to the next anniversary year.

For work performed on a holiday, additional compensation at time and one-half (1 1/2) shall be paid for hours worked.

All holidays presently incorporated in the contract to be paid as such regardless of the day of the week on which the same may fall.

A regular employee is eligible for holiday pay provided he works the last scheduled workday prior to the holiday and the first scheduled workday following the holiday unless excused by the Employer.

A regular employee laid off or terminated within fifteen (15) days of a holiday shall receive pay for such holiday, unless terminated for just cause.

Any employee on leave of absence because of an occupational injury or bona fide or medically certified illness shall be entitled to holiday pay for those holidays specified herein which fall within the first thirty (30) days of authorized leave.

Optional Holiday Week: Upon the employee's anniversary date following August 1, 2019, the employee may elect at their choice the option of:

- (a) Combine their five (5) floating holidays as a optional vacation week to be selected (by seniority) during the month of January, to be taken after eligible for holidays.
- (b) Take the holidays as earned (except peak season) at any time during the year.

ARTICLE 28 - VACATIONS

Each employee coming under the jurisdiction of the Union, after having been in the continuous employ of the Employer for the following periods, shall be granted vacations as follows:

after 1 year	- one week
after 2 years	- two weeks
after 7 years	- three weeks
after 10 years	- four weeks
after 20 years	- five weeks
after 25 years	- six weeks

Eighty (80) or more hours worked in any one (1) month will determine that month as counting toward an employee's vacation.

Vacation schedules will be posted in each building by classification in seniority order on November 1st of each year for selection purposes and shall remain until January 1st.

Selection Procedure: Once the schedule is posted, the first full week is allowed for the top 15% to select in seniority order; the second week, the top 30%; the third week, the top 45%; and continuing in a like manner until complete. Those employees not signing up in their scheduled weeks lose their seniority rights to first choice of vacation selection. All selections made in the posting period, once approved, shall be fixed and a senior employee may not displace a junior employee.

All vacations selected after January 1st must be by mutual consent.

Peak Season: No vacations are to be fixed from Monday following Thanksgiving Day through the week of Christmas Day.

All earned vacation weeks are based on the completion of each anniversary and must be taken within the following anniversary year. EXCEPTION: One vacation week may be carried forward to the next anniversary year at the time of posting by mutual agreement.

Where the services of an employee are terminated, regardless of reason of termination, after six (6) months' service, vacation pay for the work year in which the termination occurred shall be prorated on the basis that eighty (80) or more hours worked in any one (1) month will determine that month as counting toward the employee's prorated vacation.

If a holiday falls within an employee's vacation period, the employee will be paid for such holiday, or schedule a day off in lieu of, by mutual consent.

Vacation checks shall be given to the employees in advance, if requested at least two (2) weeks in advance of the vacation.

ARTICLE 29 - JURY DUTY

When an employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, he shall advise the Employer upon receipt of such call and, if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service; provided he exhibits to the Employer his properly endorsed check and permits the Employer to copy the check or voucher he received for such service. The amount the employee shall be reimbursed shall be determined by subtracting the amount he received for such service from the amount he would have earned at his regular straight-time hourly rate during the regular working hours he missed while performing such service.

An employee called for jury duty will be scheduled to the day shift. The employee is required to report to work if released from jury duty in the A.M. The employee is to report to work after released, but no longer than two (2) hours from release time.

ARTICLE 30 - SICK LEAVE

Eligibility: Sick leave shall accumulate after seniority plus one (1) year. Regular full-time employees shall be granted four (4) days of sick leave with pay in any one (1) contract year. Sick leave shall accumulate at the rate of one-third (1/3rd) day per month. The first working day of any illness will not be compensated for, but the succeeding working days shall be paid for if sufficient time has been accumulated. Employees collecting Worker's Compensation Temporary Disability benefits may not receive sick leave as herein provided; however, if Worker's Compensation benefits on a daily basis are less than the amount of sick leave otherwise available, employee shall, in addition to Worker's Compensation benefits, receive sick leave benefits sufficient to equal the amount of sick leave that would otherwise have been required to make up the difference. Sick leave

benefits are to be coordinated with Health and Welfare Time Loss benefits so as to equal forty (40) hours pay a week.

Amount of Pay: Full-time employees shall receive eight (8) hours pay. Part-time employees shall receive four (4) hours pay.

Sick Leave Bank: Sick leave allowance shall be used only for bona-fide illness of an employee.

Any unused sick leave shall be accumulated into a sick leave bank of not more than seven hundred (700) hours; said bank to be used for the future illness of an employee as his needs may require.

Employees that have accumulated eight (8) hours in their sick leave bank shall be paid for first day's sick pay.

Employees who retire from United Parcel Service, at the appropriate age, shall receive one hundred percent (100%) payoff from their bank as pay upon separation.

If employee becomes deceased, their estate shall receive one hundred percent (100%) payoff from their bank.

ARTICLE 31 - MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Military Selective Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act. The Employer shall pay the Health and Pension Fund contributions on employees on leave of absence for training in the military reserves or National Guard, but not to exceed fourteen (14) days, providing such absence affects his credits or coverage for Health and Welfare and/or Pension.

ARTICLE 32 - PAYROLL DEDUCTIONS

No payroll deductions shall be made for any purpose whatsoever except as specifically required by federal, state or municipal laws, or as authorized by the employee such as Union dues, one credit union, M.N.P.L. and/or Guide Dogs of America.

ARTICLE 33 - APPRENTICE'S WAGES

1st Year

1st 3 months 65% of Journeyman Scale
Next 9 months 73% of Journeyman Scale

2nd Year

Full 12 months 77% of Journeyman Scale

3rd Year

1st 6 months 80% of Journeyman Scale

2nd 6 months 85% of Journeyman Scale

4th Year

1st 6 months 90% of Journeyman Scale

2nd 6 months 95% of Journeyman Scale

Apprentices shall be governed by the Standards set up by the Local Area Automotive Machinists' Joint Apprenticeship Committee and approved by the Washington State Apprenticeship Council.

Apprentices who receive credit for previous experience shall be paid upon entrance the wage rate of the period to which such credit advances them.

One (1) apprentice may be employed at any shop where a journeyman is steadily employed and one (1) additional apprentice may be employed for each additional four (4) journeymen employed. Apprentices will constitute the only employees learning the trade and shall be given every opportunity and encouragement to master it.

Apprenticeship Training Fund: The Employer agrees to pay into an Apprenticeship Training Fund \$1.50 per month per regular employee covered by the Agreement working within the geographical jurisdiction of a Local or District Lodge and established Joint Apprenticeship Committee, subject to the following conditions:

- (a) An appropriate trust agreement must be adopted by the Joint Apprenticeship Committee involved and the trust agreement and the trust fund must be approved by the Internal Revenue Service.
- (b) The trust agreement shall provide that the fund be used to underwrite the cost involved in the operation and administration of Apprenticeship Training Programs.
- (c) The Employer in the areas involved shall be entitled to representation on the Joint Apprenticeship Committee.

ARTICLE 34 - COVERALLS

All coveralls or uniforms necessary in the performance of their work shall be furnished and laundered by the Employer (minimum of five (5) per week per employee). When requested, the Employer will provide protective gloves.

ARTICLE 35 - SPECIAL TOOLS, TOOL INSURANCE

All special and heavy-duty tools required by the Employer shall be furnished by the Employer. The tool kit generally furnished by journeyman shall not be classified as special tools. The Employer will reimburse employees for loss of required hand tools due to fire, theft through forced entry on the Employer's premises, less twenty-five dollars (\$25.00) on each loss. Claims will be honored only for tools which have been listed on an appropriate current inventory form and filed with the Employer. Employees

shall notify management whenever they remove their tools from the Employer's premises.

The employee shall provide the Employer with a tool list on an annual basis.

Other than specified above, the Employer shall furnish all tools, instruments and equipment such as: all power tools, impact wrenches, drills, engine overhaul and machine shop equipment, all electronic test equipment, torque wrenches, gauges, jacks, jack stands, creepers, light and extension cords, and any and all wrenches, sockets and ratchets in excess of one-half inch (1/2") drive or one and one-quarter inch (1 1/4") in size or metric equivalent. Tools normally defined as hand tools shall be provided by the employee.

ARTICLE 36 - FIDELITY BONDS

An employee shall not be required to sign an application for fidelity bond, take a lie detector test or be fingerprinted unless the employee is required to handle cash for the Employer. This shall not apply to reasonable application form for a blanket fidelity bond where required by the Employer.

ARTICLE 37 - PIECEWORK, ETC.

Piecework, flat rate, bonus and so-called merit systems shall be barred as a basis for computing the pay of any employees coming under this Agreement.

ARTICLE 38 - NO STRIKES OR LOCKOUTS

During the life of this Agreement no strikes or work stoppages shall be caused or sanctioned by the Union and no lockouts shall be entered upon by the Employer. If either party refuses to process a grievance which was properly filed, or refuses to participate in the arbitration procedure as provided in this contract, then the other party may forthwith cancel this Agreement. Any action of the Employer in closing its plant during a general strike, riot or civil commotion, for the protection of the plant and property, shall not be deemed a lockout. It shall not be a violation of this Agreement or cause for discharge or permanent replacement for any employee to refuse to go through a picket line established by a bona fide Union.

ARTICLE 39 - CALL-IN TIME

The Employer shall guarantee two (2) hours' call-in time at two (2) times employee's shift rate of pay for emergency call-ins.

Double time pay shall continue for the duration of the emergency or until the start of the next regular scheduled shift of the employee, whichever comes first. For purposes of this Article, emergency is understood to be any time an employee is required to report to work outside of his regular shift without prior notification being given during the employee's previous shift of work. This Section does not apply in cases where an

employee requests a start time change or volunteers to continue to work after completion of the emergency.

ARTICLE 40 - HEALTH AND WELFARE PLAN

Effective June 1, 2019, the Employer shall pay to the Machinists Health and Welfare Trust Fund not to exceed the following amounts for each employee who is compensated for eighty (80) hours or more for work covered by this Agreement, regardless of Union membership:

June 1, 2019 (May hours) - \$1,959.43*

* Future increases will be pursuant to Article 7 of the Master Agreement and Article 41 of this supplement.

Such employees shall be enrolled in the following benefit plan options currently provided by the Trust Fund: Plan 3, Vision 1, Preventive, \$15,000.00 Life/AD&D and \$250.00 Time Loss.

All payments to the Machinists Health and Welfare Trust Fund shall be paid on or before the (fifteenth) 15th day of the month following the month of employment.

The Employer acknowledges receipt of and agrees to be bound by the Agreement and Declaration of Trust, and any amendments thereto, covering the Machinists Health and Welfare Trust Fund, and the Employer ratifies any action taken by the Board of Trustees. The Health and Welfare Trust Fund shall always be maintained as a tax-exempt joint labor-management Trust Fund and administered in accordance with its Agreement and Declaration of Trust and all applicable laws. The Employer accepts, as its representatives, the Employer Trustees serving on the Board of Trustees of the Health and Welfare Trust Fund and their duly appointed successors. Each Employer agrees to abide by all rules and regulations as may be established by the Board of Trustees pertaining to participation in the Health and Welfare Trust Fund.

ARTICLE 41 – PENSION

The bargaining parties agree with Schedule “A” of the Automotive Machinists Pension Trust’s Rehabilitation Plan dated 01/09/2013. The contribution rates will be \$5.86 effective as follows on all compensable hours up to a maximum of 173 hours:

Effective:	Regular Contribution	Supplemental Contribution	Total
01/25/2019	\$ 5.86	\$ 8.79	\$14.65

Future Pension supplemental contributions subject to UPS, District Lodge 160 and 751 Memorandum Of Understanding.

Health & Welfare and Pension increases (\$1.00) set forth in Article 7 of the current National Master UPS/IAM Agreement for all years of the agreement (2019-2024) will be used to satisfy the increased contribution required by the Rehabilitation Plan. As a result, any additional contributions needed for the Lodge 160 Health fund that the Seattle members participate in will be satisfied by the diversion of wages from the affected employees; these wage diversions if needed shall be permanent and survive the expiration of the current collective bargaining agreement.

If the pension trust should emerge from critical status prior to 12/31/24, and the trust determines the supplemental contributions are no longer required, these contributions shall be redirected toward wages, regular pension contributions with benefit accrual and health and welfare equivalent to those specified in the 2009 National Master UPS/IAM Agreement.

The amount due for each calendar month shall be remitted in a lump sum no later than the twentieth (20th) day of the next month. The Employer agrees to abide by such rules as may be established by the Trustees of the Fund relative to the collection of amounts due. Failure to promptly file required reports and failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

The Pension Trust Fund shall be administered by joint labor-management Board of Trustees in accordance with the terms and provisions of that certain Trust Agreement creating the Pension Trust Fund, dated May 1, 1965, and the amendments heretofore or hereafter adopted. Each Employer and the Union hereby agree to be bound by the terms and provisions of the said Trust Agreement and the amendments heretofore or hereafter adopted. Further, each Employer accepts, as his representatives, the Employer representatives serving on the Board of Trustees of said Pension Trust Fund and their duly appointed successors. Each Employer also agrees to abide by such rules as may be established by the Board of Trustees relative to the collection of amounts due to the extent provided for in the Trust Agreement.

ARTICLE 42 - DENTAL PLAN

The Employer shall continue to pay each month to the Northwest I.A.M. Benefit Trust Fund Program "125A" for each employee who is compensated for eighty (80) hours or more in the preceding month, for the purpose of providing a dental care program for the employees covered by the Agreement. During the term of this Agreement, the Employer agrees to pay any increase deemed necessary by the Trustees of the Trust Fund to maintain the above-stated level of benefits. The details of the program will be determined by the Board of Trustees of the Northwest I.A.M. Benefit Trust Fund in accordance with the Trust Agreement creating the Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto and do further agree to accept, as their representatives, the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

The contributions shall be paid to the Trust Fund by the tenth (10th) day of the month following the month in which the contributions were earned. The Trust Fund will furnish transmittal forms.

ARTICLE 43 - FUNERAL LEAVE

A regular full-time employee shall be guaranteed two (2) days off, regardless of the day of the death or day of the funeral, to attend the funeral or bereavement rite of a family member. 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 or other bereavement rite, not to exceed four (4) scheduled workdays (not to extend beyond the day of the funeral unless an additional day is required for travel) and will be reimbursed at eight (8) times the employee's straight-time hourly rate of pay for each day lost from work for those employees whose regular scheduled workweek is five (5) days. Members of the employee's family mean spouse, child, father, mother, brother, sister, sister-in-law, brother-in-law, grandparents, mother-in-law, father-in-law, stepparents, step-children and grandchildren.

ARTICLE 44 - TRAILER MECHANICS

It is agreed that the provisions of the present Agreement shall apply to those employees employed as trailer mechanics hired on or after August 1, 1988.

- (a) New Hire Rate of Pay: Eighty percent (80%) of the Journeyman scale less one dollar (\$1.00) for the first ninety (90) days of employment. Thereafter, eighty-five percent (85%) of Journeyman scale. All regular employees shall not be subject to the ninety (90) day provision.
- (b) Trailer mechanics may perform duties in the maintenance and repair of trailers, but shall not perform work on cars, trucks, forklifts or building maintenance.
- (c) In the event there is a need for a trailer mechanic to work outside their trailer duties, they shall receive full Journeyman rate for hours worked. When the work exceeds one (1) hour, they shall be paid for the full shift plus overtime, if applicable.

ARTICLE 45 - TAX DEFERRED SAVINGS PLAN 401(K)

It is further agreed, by the Union and the Employer, that the Employer shall withhold from an employee's earnings amounts mutually agreed between the Employer and the employee and deposit such monies into the Western Employees Benefit Trust 401(k) account in the employee's name in compliance with the Internal Revenue Code and E.R.I.S.A.

This Plan will be administered by the Union.

In the event of a need to transfer funds from an existing 401(k) account, the costs associated with any transfer will be at the employee's expense.

ARTICLE 46 - PART-TIME UTILITY EMPLOYEE

Effective August 01, 2019:

Start Rate: Eighty-five percent (85%) of Journeyman scale
Date of seniority plus one year: 100% of Journeyman current rate

Hours of Work: Four (4) hours guarantee - worked over six (6) hours, guaranteed eight (8) hours. Overtime paid after eight (8) hours worked at time and one-half (1 1/2).

No full-time employees would be laid off prior to the lay off of part-time employees.

Part-time employees will be on a separate seniority list.

Health and Welfare and Dental would be paid if they qualify.

All other provisions apply except those stated and the weekly guarantee.

ARTICLE 47 - RELIEF PERIOD

Employees will be entitled to a paid ten (10) minute relief period during the first four (4) hour and second four (4) hour period of a workday. The relief period shall be taken after the first hour of either four (4) hour period up to ten (10) minutes before lunch or the end of the workday. A ten (10) minute paid relief period will be given after four (4) hours overtime of a regular scheduled shift. Time card entries will be required.

An employee who has worked more than three (3) hours overtime of a scheduled shift may request an additional one-half (1/2) hour unpaid lunch period.

ARTICLE 48 - MANAGEMENT EMPLOYEE RELATIONS

The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times, and employees shall perform their duties in a manner that best represents the Employer's interest. The Employer shall not in any way intimidate, harass, coerce or overly supervise any employee in the performance of his or her duties. The Employer will treat employees with dignity and respect at all times which shall include, but not be limited to, giving due consideration to the age and physical condition of the employee. Employees will also treat each other as well as the Employer with dignity and respect.

ARTICLE 49 - DURATION OF AGREEMENT

This Agreement shall become effective August 1, 2019 and shall continue until July 31, 2024 and shall remain in full force and effect from year to year thereafter, provided that either party hereto may reopen this contract by giving the other sixty (60) days' notice, in writing, prior to any anniversary date. Upon notice being given, the parties shall enter

into negotiations and the period from and after the giving of notice shall be used for negotiating a new Agreement. The new Agreement shall be effective on the 1st day of August unless mutually agreed to the contrary.

DATED THIS 15 day of AUGUST, 2019

FOR:

UNITED PARCEL SERVICE, INC.

BY: 

Mike Carnefix

FOR:

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,
DISTRICT LODGE NO. 160

BY: 

Greg Heidal

FOR:

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO,
DISTRICT LODGE NO. 751

BY: 

Steve Warren

opelu#8 afl-cio

Letter of Understanding No. 1
By and between
International Association of Machinists District 160 and District 751
and
United Parcel Service

PROPOSED PROGRESSION GUIDELINES
FOR APPLICATION OF
PART-TIME UTILITY EMPLOYEE

Any proposed progression should be based on justification of need. A time frame of, at least, six months will be used to determine progression justification.

1. Outside service mechanic working in excess of twenty (20) hours weekly will indicate the need for a permanent "PART-TIME UTILITY EMPLOYEE".
2. "PART-TIME UTILITY EMPLOYEE" working in excess of thirty-two (32) hours weekly will indicate the justification to advance the position to full-time.

For The Union



11.12.2018
Date

For The Company



11/12/18
Date

Letter of Understanding No. 2
By and between
International Association of Machinists District 160 and District 751
and
United Parcel Service


November 12, 2018

TO: ALL MECHANICS
FR: MIKE CARNEFIX
RE: NOTIFICATION OF ABSENTEEISM OR TARDINESS, UPDATED MEMO
FROM AUGUST 3, 1994, S. BUHL

In the event of an unexpected illness or a situation which will result in absenteeism or tardiness, on your part, the following procedure must be followed:

Attempt to contact a management person (preferably your Supervisor).
Your Supervisor will provide you with a Management contact list.

FOR THE UNION:



11-21-2018

Date

FOR THE COMPANY:



11/12/2018

Date

MEMORANDUM OF UNDERSTANDING

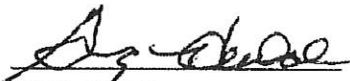
United Parcel Service Inc. (UPS) and the International Association of Machinists & Aerospace Workers, District Lodges 160 and 751 in Seattle, Washington (Union) agree to the following:

1. Effective August 1, 2019, UPS will increase the hourly contribution to the Automotive Machinists Pension Plan ("Pension Plan") by seventy-three cents (\$0.73) to cover the contribution amounts required by the Pension Plan. In order to recoup this seventy-three cents (\$0.73), UPS shall retain fifteen cents (\$0.15) of the Article 7 available contribution increase each August 1, 2019 through 2022. The Company shall also have the right to retain thirteen cents (\$0.13) of the additional contribution in Article 7 on August 1, 2023 which shall be determined by the first contribution increase in the next National Master UPS Agreement (NMA). The amounts remaining from the Article 7 available contribution, after the designated allocation to the Lodge 160 Health & Welfare Plan (H & W Plan) and the above-specified amounts retained by UPS, shall be added to the Top Rate of each job classification effective on August 1st of 2019 through 2023. The allocation of these remaining Article 7 contributions to the Top Rate shall be permanent,

2. In no event shall the total increased contributions allowed to be allocated to the Top Rate, Pension Plan and/or H & W Plan in the above paragraph, exceed the four dollars (\$4.00) increase provided by Article 7 of the 2019-2023 Agreement plus the contribution increase allowed by the first year of the next NMA.

3. This MOU is subject to all other terms of the UPS & IAMAW National Master Agreement.

4. If any time before the completion of the Rehab plan or at the expiration of the plan in 2020 the plan lowers the contribution rate requirement the company will redirect the reduction in Contributions towards wages not to exceed the above stated wages diversion above.



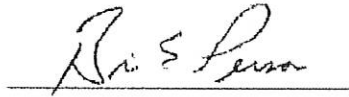
IAM Lodge 160

Date: 6-18-19



IAM Lodge 751

Date: 6.18.2019



UPS

Date: 5-6-19