

**Automotive Industries Pension Plan**

**Item #37**

**Does the application include the required excerpts from the relevant collective bargaining agreements and side agreements?**

**See section 7.07.**

Yes. The required excerpts are attached as Document No. 37.1.

A & B AUTO CO.

Effective: September 1, 2007  
Through: August 31, 2013

## MASTER AGREEMENT

between

AUTOMOTIVE INDUSTRIES, INCORPORATED

and

EAST BAY AUTOMOTIVE COUNCIL

and

THE LOCAL UNIONS AFFILIATED WITH SAID COUNCIL

THIS AGREEMENT is made and entered into this 1st day of September, 2007, by and between the AUTOMOTIVE INDUSTRIES, INCORPORATED, a corporation, first party, hereinafter called the EMPLOYER and the EAST BAY AUTOMOTIVE COUNCIL, and the Local Unions affiliated with said Council, EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546 (affiliated with MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, a party to this agreement), AUTO, MARINE AND SPECIALTY PAINTERS UNION, LOCAL NO. 1176 and TEAMSTERS AUTOMOTIVE EMPLOYEES UNION LOCAL NO. 853, second party hereinafter collectively called the UNION.

### ARTICLE I. DEFINITIONS

Section 1. The term "Employer" as used herein shall refer to the Automotive Industries, Inc., including the persons, firms, or corporations referred to as members of the Automotive Industries, Inc.

The term "Union" as used herein shall refer to the Machinists Automotive Trades District Lodge No. 190 of Northern California, the East Bay Automotive Council, and the Local Unions East Bay Automotive Machinists Lodge No. 1546: Auto, Marine and Specialty Painters Local No. 1176, and Teamsters Automotive Employees Union, Local No. 853, signatory hereto or other affiliated Unions who may hereinafter become parties to this Agreement.

Section 2. Geographical Description: This Agreement shall apply to all Employers who have given authorization to Automotive Industries, Inc., and are now members in good standing, regardless of the location of said members within the jurisdiction of District Lodge 190.

Section 6. If an employee is on Workers Compensation, Disability or bona fide Medical Leave contributions to the Automotive Industries Welfare Plan shall cease as of the first day of the month following three (3) months of extended coverage.

Section 7. The Employer shall participate in the Automotive Industries Welfare Trust Fund effective March 1, 2013 on the following basis:

Eligible employees of the Employer shall be enrolled in Automotive Industries Welfare Plan C. The Health Reimbursement Account (HRA) shall be reimbursed at 75%.

Effective March 1, 2013, eligible employees shall also be enrolled in the following additional Plan of Benefits provided through the Automotive Industries Welfare Plan.

1. \$50,000 Life Insurance
2. Dental
3. Vision
4. Orthodontics
5. Disability

Effective with the first full calendar month following March 1, 2013 and September 1, 2013, the Employer shall remit to the Automotive Industries Welfare Plan the required contribution rate for the selected Plan of Benefits referenced in the items above.

## ARTICLE XX. PENSION

Section 1. The Employer shall pay, for the duration of this contract, the following amounts per month on behalf of each eligible employee, **hired before January 1, 2002**, to the Automotive Industries Pension Trust Fund:

\*To be determined on the ratification date.

	<b><u>EFFECTIVE</u></b>					
	<b><u>9/1/07</u></b>	<b><u>9/1/08</u></b>	<b><u>9/1/09</u></b>	<b><u>9/1/10</u></b>	<b><u>9/1/11</u></b>	<b><u>9/1/12</u></b>
<b><u>*CATEGORY I</u></b>						
Journeyman and						
Apprentices, Mechanics,						
Service Writers, and						
Dispatchers:	\$518.29	\$518.29	\$518.29	\$518.29	\$518.29	\$518.29

## Section 2.

<b><u>*CATEGORY II</u></b>						
Soft collision,						
Painter Technicians,						
Tow Truck Drivers.	\$401.79	\$401.79	\$401.79	\$401.79	\$401.79	\$401.79

Section 3.

CATEGORY III - HIRED ON OR BEFORE NOVEMBER 18, 1993

Body Shop Helpers	\$209.89	\$209.89	\$209.89	\$209.89	\$209.89	\$209.89
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CATEGORY III - HIRED AFTER NOVEMBER 18, 1993

Body Shop Helpers - No contributions for life of the contract. Not entitled to Pension benefits.

Section 4.

\*CATEGORY IV

Installer, and all other

<u>Teamster classifications:</u>	\$285.32	\$285.32	\$285.32	\$285.32	\$285.32	\$285.32
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**\*Employees in Categories I, II, and IV, hired after January 1, 2002, shall have a Pension contribution rate of fifty percent (50%) of the above rates for the first three (3) years of service, from the third (3rd) anniversary date to the fifth (5th) anniversary date they shall receive seventy-five percent (75%) of the above rates. Upon their fifth (5th) anniversary date they shall receive one-hundred percent (100%) of the above rates.**

Section 5. The Employer further agrees to sign the Pension Subscriber Agreements which are attached to and incorporated herein by reference thereto.

Section 6. During the term of this Agreement should the Rehabilitation Plan of the Automotive Industries Pension Plan require a “surcharge” or additional contributions above the contribution rate in effect as of September 1, 2011 said surcharge or additional contributions up to a maximum of twelve and one-half percent (12.5%) above the September 1, 2011 contribution rate shall be paid for by the Employer. Surcharges or additional contributions above twelve and one-half percent (12.5%) of the September 1, 2011 contribution rate shall be paid for through a reduction in the hourly rates of pay set forth in Article XIV – Schedule of Wage Rates.

ARTICLE XXI. AGREEMENT PARTICIPATION

It is mutually understood and agreed that for and during the period that the collective bargaining agreement dated September 1, 2007 is effective between the undersigned parties, any automotive repair or specialty shop which applies for membership and is accepted into membership in Automotive Industries, Inc. may be released from any independent collective bargaining agreement theretofore entered into and shall then become eligible to participate in and be bound by all the provisions and benefits of said Automotive Industries, Inc. bargaining agreement dated September 1, 2007, after approval by the Union of the release from the Independent Agreement and after the applicant has been received into Association membership.

**AUTOMOTIVE INDUSTRIES PENSION FUND**  
1640 SOUTH LOOP ROAD • ALAMEDA, CA 94502 • Phone (510) 836-2484

Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**category I: Journeyman & Apprentices, Mechanics, Parts Technicians, Service Writers and Dispatchers**

Monthly Contribution Rate In Collective Bargaining Agreement	\$ <u>393.50</u>	Effective	<u>Jan. 1</u>	<u>2002</u>
	\$ <u>410.83</u>	Effective	<u>Sep. 1</u>	<u>2002</u>
	\$ <u>445.50</u>	Effective	<u>Jan. 1</u>	<u>2003</u>
	\$ <u>462.83</u>	Effective	<u>Sep. 1</u>	<u>2003</u>
	\$ <u>518.29</u>	Effective	<u>Sep. 1</u>	<u>2004</u>

PENSION AGREEMENT

**WHEREAS**, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees; and

**WHEREAS**, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

- A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.
- B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.
- NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.
- C. Amount of Payment.** The undersigned agrees that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.
- D. Payment Procedures:**
- Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
  - Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).
- NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.
- New Hires.** As provided in subparagraph (1) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date.
  - Terminations.** For Class 1 employees who have passed the effective date of coverage specified in paragraph D below but are no longer actively employed by the employer, the last payment is due on the first day of the month following the last date of active employment. For covered Class 2 employees, the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed to be actively employed by the employer for the purpose of determining employer payments due.
  - Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.
- E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.
- F. Plan Documents:**
- Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1935. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter acting as provided in said Trust Agreement.
  - Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
  - Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

AUTOMOTIVE INDUSTRIES PENSION FUND  
1640 SOUTH LOOP ROAD • ALAMEDA, CA 94502 • Phone (510) 836-2484

Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

**Category II: Soft collision, painter Technicians, Tow Truck Drivers**

Monthly Contribution Rate  
In Collective Bargaining  
Agreement

\$ 277.01

\$ 294.34

\$ 329.01

\$ 346.34

401.79

Effective Jan. 1, 2002

Effective Sep. 1, 2002

Effective Jan. 1, 2003

Effective Sep. 1, 2003

Sep. 1, 2004

PENSION AGREEMENT

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

- A. **Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.
- B. **Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.
- NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.
- C. **Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.
- D. **Payment Procedures.**
- (1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
  - (2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).  
NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.
  - (3) **New Hires.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date.
  - (4) **Terminations.** For Class 1 employees who have passed the effective date of coverage specified in paragraph D below but are no longer actively employed by the employer, the last payment is due on the first day of the month following the last date of active employment. For covered Class 2 employees, the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed to be actively employed by the employer for the purpose of determining employer payments due.
  - (5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.
- E. **Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.
- F. **Plan Documents.**
- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
  - (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
  - (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.



AUTOMOTIVE INDUSTRIES PENSION FUND  
1640 SOUTH LOOP ROAD • ALAMEDA, CA 94502 • Phone (510) 836-2484

Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Category **III-hired on or before 11/18/93: Body shop helpers**

Monthly Contribution Rate  
In Collective Bargaining  
Agreement

\$ 85.09

\$ 102.42

\$ 137.09

\$ 154.42

209.89

Effective Jan. 1, 2002

Effective Sep. 1, 2002

Effective Jan. 1, 2003

Effective Sep. 1, 2003

Effective Sep. 1, 2004

PENSION AGREEMENT

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- NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.
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- F. **Plan Documents.**
- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
  - (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
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Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Category IV: Stockroom Technicians, Installer & all other Teamster Classifications

Monthly Contribution Rate  
In Collective Bargaining  
Agreement

\$ 160.52

\$ 177.85

\$ 212.52

229.85

285.32

Effective Jan. 1, 20 02

Effective Sep. 1, 20 02

Effective Jan. 1, 20 03

Effective Sep. 1, 20 03

PENSION AGREEMENT Sep. 1, 20 04

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

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  - (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

## A & H TRUCK REPAIR



# **A AND H TRUCK REPAIR, INC.**

## **COLLECTIVE BARGAINING AGREEMENT**

**September 1, 2015 - August 31, 2017**

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**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO  
MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190  
EAST BAY AUTOMOTIVE MECHANICS LOCAL NO. 1546**

**RECEIVED**

**FEB 11 2016**

**ATPA**

## SECTION 26.

### HEALTH AND WELFARE INCLUDING SURGICAL, MEDICAL, DENTAL, VISION CARE, PRESCRIPTION DRUGS, \$50,000 LIFE INSURANCE, ORTHODONTICS, RETIREE'S HEALTH AND WELFARE AND ACCIDENT- DISABILITY PLAN

26.01 The Employer agrees to pay into Automotive Industries Welfare Fund, the sum as required by the subscribers agreement per month covering each eligible employee and the employee's dependents for the purpose of providing Hospitalization benefits, Dental care, Prescription Drugs, Vision care, \$50,000 Life Insurance, Orthodontics, Retiree's Health and Welfare and Accident & Disability Plan.

26.02 The monthly premiums shall be forwarded to the Trustees by the Employer on the first day of each month and in no event later than the fifteenth (15th) day of said month. (Automotive Industries Welfare Fund, 1999 Harrison Street, Oakland, California 94612).

26.03 It is understood and agreed that in connection with the aforementioned group Health and Welfare program, the Employer will observe administrative and eligibility regulations as set forth in the Joint Memorandum signed and executed by the joint parties thereto, dated June 1, 1956. The Employer agrees to maintain the levels of benefits during the contract period ending September 1, 2009 by paying any additional premium costs required by the Trustees in order to maintain the levels of benefits.

26.04 The Employer agrees to sign the required Subscriber Agreements to the Trust which are incorporated into this agreement by reference thereto.

## SECTION 27.

### PENSION

27.01 Effective September 1, 2012, the Employer shall pay into the Automotive Industries Pension Fund, Three Hundred Thirty Dollars (\$330.00) per month for each of the eligible employees employed in the bargaining unit established by the parties.

27.02 It is mutually understood that all of the Employer contributions as provided herein shall be deductible from gross income under Section 404 of the Internal Revenue Code.

27.03 The Employer agrees to sign the required Subscribers Agreements to the Trust which are incorporated into this agreement by reference thereto.

27.04 Pension Protection Act Language: In addition to the pension requirements set forth above, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan which is in effect as of the effective date of this Agreement. The Employer and the International Association of Machinists & Aerospace Workers, District Lodge 190, Local 1546 acknowledge that any supplemental contributions made by the Employer pursuant to the terms of the Rehabilitation Plan, will not result in benefit credit to the employees of the Employer.



# AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

[www.aitrustfunds.org](http://www.aitrustfunds.org)

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name A AND H TRUCK REPAIR

Address 30319 Union City Boulevard

City Union City State CA Zip Code 94587 Telephone No. ( 510 ) 487-4330

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 330.00 Effective: SEPTEMBER 1 20 15

IARP Plan \$ \_\_\_\_\_ Effective: \_\_\_\_\_ 20 \_\_\_\_\_

**WHEREAS**, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

**WHEREAS**, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

**NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

**NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

(3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the



termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

- (5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

**F. Plan Documents.**

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

**G. Rehabilitation Plan.** The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

**For Example:** Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

**H. Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

**I. Successors.** If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25 day of January, 2016.

Employer: A AND H TRUCK REPAIR Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA, LL 1546

Authorized by (Print Name) GEORGE ANDERSON (Print Name) ROBERT PINTOS  
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

## A TEICHERT & SON





A. TEICHERT & SON, INC.

# **COLLECTIVE BARGAINING AGREEMENT**

**between**

**A. TEICHERT & SON, INC.**

**and**

**MACHINISTS AND MECHANICS LODGE NO. 2182**

**for and on behalf of**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA  
I.A.M. & A.W.**



**September 01, 2014 - August 31, 2018**

**SECTION 17. - MAINTENANCE OF BENEFIT PLANS**

**17.01** - The Employer will pay the following increases in the premiums to maintain bargaining unit Employees' health and welfare, life insurance, dental insurance, vision insurance, prescription drug insurance, and/or sick and disability insurance, as provided in this Agreement (Sections 11, 12, 13, 14, 15 and 16 of this Agreement), if required by uniform action of the Board of Trustees, toward the maintenance of the above benefits:

<b><u>EFFECTIVE</u></b>	<b><u>AMOUNT PER MONTH</u></b>
<i>September 1, 2015</i>	<i>Eighty-Six Dollars and Fifty Cents (\$86.50)</i>
<i>September 1, 2016</i>	<i>Eighty-Six Dollars and Fifty Cents (\$86.50)</i>
<i>September 1, 2017</i>	<i>Eighty-Six Dollars and Fifty Cents (\$86.50)</i>

**17.02** - These amounts will be cumulative. Any premium increases which exceed the above amounts per month shall be paid one-half (½) by the Employer and one-half (½) by the Employee receiving insurance coverage through payroll deductions, authorization for which is given by this paragraph.

**SECTION 18. - CONTINUATION OF BENEFITS**

**18.01** - The Employer agrees to continue premium payments for Health and Welfare, Dental, Drug and Vision benefits for a period not to exceed three (3) months within each Employment year for any eligible Employee who, after one (1) year of service, does not qualify because of layoff or proven illness; and an Employee with an industrial injury will be eligible for continued coverage not to exceed six (6) months.

**18.02** - In accordance with Plan rules, in the event of a termination for justifiable cause or voluntary quit, the Employer shall not pay the termination premium for the continuation of benefits following the month of the last day worked.

**18.03** - The Employer shall not be obligated to continue payments where a laid off Employee has qualified for coverage under some other Employer's plan. For the purposes of this Section, "employment year" shall be based on anniversary date of hire.

**SECTION 19. PENSION PLANS**

**19.01 - LOCAL PENSION PLAN** The Employer shall pay into the Automotive Industries Pension Trust Fund on account of each eligible Employee as follows:

<b><u>EFFECTIVE</u></b>	<b><u>MONTHLY AMOUNT</u></b>
<i>March, 01, 2008</i>	<i>Five Hundred Sixty Dollars and Forty-Cents (\$560.40)</i>

**19.02** - If the Rehabilitation Plan or Funding Improvement Plan (FIP) of the local Automotive Industries Pension Plan is reduced it shall be applicable to this Agreement.

**19.03 - EMPLOYER WITHDRAWAL FROM LOCAL PENSION PLAN AND ADDITIONAL CONTRIBUTIONS TO IAM NATIONAL PENSION PLAN:** The parties hereto acknowledge that there is a mutual interest in exiting from the local Automotive Industries Pension Plan and making additional hourly contributions to the IAM National Pension Trust Plan. Furthermore, the parties mutually acknowledge that such an action obligates the Employer to significant undeterminable potential withdrawal liabilities in the Plan Year when such an exit or withdrawal might occur. Due the fluctuating undeterminable economic variables involved in such a decision by the Employer; the Union agrees that at any time during the life of this 2014-2018 collective bargaining agreement, that the Employer at its sole and exclusive discretion shall have the right to discontinue making contributions and initiate a COMPLETE WITHDRAWAL to the Local Automotive Industries

# AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105  
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120  
[www.aitrustfunds.org](http://www.aitrustfunds.org) May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name A. TEICHERT & SON, INC.

Address P.O. Box 15002 (3500 American River Drive)

City Sacramento State CA Zip Code 95851 Telephone No. (916) 484-3216

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>560.40</u>	Effective: <u>September 1, 20</u> <u>14</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

**WHEREAS,** the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

**WHEREAS,** it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

**NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

**NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

(3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

(5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

**F. Plan Documents.**

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

**G. Rehabilitation Plan.** The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

**For Example:** Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

**H. Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

**I. Successors.** If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10 day of October, 2014.

Employer: A. TEICHERT & SON, INC. Union: MACHINISTS & MECHANICS LODGE 2182

Authorized by (Print Name) Byron C. Loney (Print Name) Mark Martin

(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

## AB CAR RENTAL SERVICES LOCAL 1101



AB CAR RENTAL SERVICES, INC.

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO,  
DISTRICT LODGE NO. 190, SAN JOSE AUTOMOTIVE TRADES LOCAL 1101

**RECEIVED**

APR 2 / 2015

**ATPA**

San Jose, California  
TECHNICIAN & UTILITY TECHNICIAN  
10/1/2013 to 9/30/2016

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## ARTICLE 14

### Health and Welfare

Effective upon ratification, eligible full-time employees and their qualified dependents may participate in the Company's Comprehensive Health, Dental, and Life Insurance Plans. Employees will be governed by the rules and regulations of said plans and will make the necessary contributions as established by the Company.

## ARTICLE 15

### Pension

A. The Employer agrees to make contributions to the Automotive Industries Pension Fund in the following manner:

1. For those employees who were previously employed by Avis Rent-A-Car, Inc. as of October 1, 2008, the Employer agrees to comply with the Rehabilitation Plan effective March 28, 2008, requiring 5% increases compounded yearly, as follows:

	10/1/13	10/1/14	10/1/15
Current Rate	\$352.00	\$369.60	\$388.08
5% Increase	\$17.60	\$18.48	\$19.40
Total	\$369.60	\$388.08	\$407.48

2. For those employees previously employed by Budget Rent-A-Car in San Jose and consolidated in the workforce and any new employee hired on or after March 1, 2004, the Employer agrees to comply with the Rehabilitation Plan effective March 28, 2008, requiring 5% increases compounded yearly, as follows:

	10/1/13	10/1/14	10/1/15
Current Rate	\$287.00	\$301.35	\$316.42
5% Increase	\$14.35	\$15.07	\$15.82
Total	\$301.35	\$316.42	\$332.24

B. The Employer further agrees to sign and be bound by the terms of the pension subscriber agreement which is incorporated herein by reference thereto.

C. In the event that the Pension Fund mandates an increase to the bargained Employer contribution rates noted above, both parties agree to the following:

1. The Company shall submit the increased designated Employer contribution as per Plan requirements.
2. The Company shall deduct from the Employee's wages on a per pay basis, the difference between the contractually negotiated Employer contribution rate and the mandated increased rate from the Fund so long as the decrease in employee's wages does not place the Employee's base rate below minimum wage.



## AB CAR RENTAL SERVICES LOCAL 1414

# AVIS BUDGET GROUP CAR RENTAL SERVICES, INC.

Effective: June 1, 2012  
Anniversary: May 31, 2015

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**ARTICLE 14**  
Health and Welfare

Effective upon ratification (January 9, 2009), eligible full time employees and their qualified dependents may participate in the Company's Comprehensive Health, Dental, and Life Insurance Plans. Employees will be governed by the rules and regulations of said plans and will make the necessary contributions as established by the Company.

**ARTICLE 15**  
Pension

A. The Employer agrees to fund supplemental contributions of a 5% increase compounded yearly required by statutory mandate to a rehabilitation plan of a pension in critical status. The Employer agrees to make contributions to the Automotive Industries Pension Fund in the following manner:

1. For those employees previously employed by Avis Rent a Car as of October 16, 2003, the pension contribution shall be as follows:

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Current Contributions:	\$394.04	\$413.75	\$434.43
+5% equals:	\$ 19.71	\$ 20.69	\$ 27.72
Total:	\$413.75	\$434.43	\$462.15

2. For those employees previously employed by Budget Rent-A-Car in South San Francisco and consolidated in the workforce and any new employee hired on or after October 16, 2003, the pension contribution shall be as follows:

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Current Contributions:	\$301.35	\$316.42	\$332.24
+5% equals:	\$ 15.07	\$ 15.82	\$ 16.61
Total:	\$316.42	\$332.24	\$348.85

B. The Employer further agrees to sign and be bound by the terms of the pension subscriber agreement which is incorporated herein by reference thereto.

C. The following section applies only to employees who are members of Teamsters Local 853:

Effective June 1, 2012, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund on account of all eligible employees in the bargaining unit an amount equal to One Dollar and Seventy-Four Cents (\$1.74) per hour. Effective June 1, 2013, this amount will be increased to One Dollar and Eighty-Three Cents (\$1.83) per hour. Effective June 1, 2014, this amount will be increased to One Dollar and Ninety-Two Cents (\$1.92) per hour.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts, paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. The Union agrees that it will provide proper notice to the Employer in the event that the Fund has not timely received payments from the Employer.

As the material part of the consideration for the foregoing, the Union, on behalf of its members, does now hereby release the Employer signatory hereto from any and all obligations to continue or maintain the Employer (or Employer-employee) retirement plan, which the Employer may have in existence on the effective date hereof. The provision of the foregoing shall not be deemed to constitute a waiver by the Union nor any employee, of any rights, privileges, or benefits which may have accrued to any employee under the terms of any Employer Plan.

In addition to the basic contribution level above, the Company shall contribute an additional 6.5% of the basic level to provide for the Program for Enhanced Early Retirement (P.E.E.R.).

D. In the event that the Pension funds mandate increases to the bargained Employer contribution rates noted above, both parties agree upon the following:

1. The Company shall submit the increased designated Employer contribution as per Plan requirements.

## **ARTICLE 16**

### **Adjustment of Grievances**

Should a controversy, dispute or disagreement arise during the term of this Agreement regarding the interpretation or application of the Agreement as written, there shall be no strike or lockout as a result of such controversy, dispute or disagreement, but the differences shall be adjusted in the following manner:

Should a grievance arise that cannot be satisfactorily adjusted by the Employer and the employee, the matter should then be referred to the Business Representative of the Union and the representative of the Employer for adjustment, and if the matter is not amicably settled within five (5) days, a written report shall be made by the complaining party setting forth in detail the nature of the specific issues, which shall be referred to a grievance committee, as hereinafter set forth.

All complaints must be filed in writing within twenty (20) calendar days after the matter in dispute or disagreement is alleged to have occurred, provided that any complaints in reference to dismissal must be filed in writing to the Employer with ten (10) calendar days from the date of dismissal. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved. If settlement is not reached within ten (10) calendar days, the unresolved grievances shall be submitted to a Board of Adjustment, which shall be appointed as follows:

# AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105  
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120  
[www.aitrustfunds.org](http://www.aitrustfunds.org) May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name AVIS BUDGET GROUP CAR RENTAL SERVICES, INC.

Address 390 Doolittle Drive

City San Leandro State CA Zip Code 94577 Telephone No. ( 510 ) 577-6370

### Monthly Contribution Rate in Collective Bargaining Agreement

**Defined Benefit Plan** \$394.04; \$413.75; \$434.43 **Effective:** 6/1/12; 6/1/13; 6/1/14

**IARP Plan** \$                      **Effective:** 20

### **\*EMPLOYEES PREVIOUSLY HIRED BY AVIS RENT A CAR AS OF OCTOBER 16, 2003**

**WHEREAS**, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

**WHEREAS**, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

**NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

**NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

(3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.



(5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

**F. Plan Documents.**

(1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.

(2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.

(3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

**G. Rehabilitation Plan.** The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

**For Example:** Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

(1) Effective 1/1/2013, an amount of \$105.00

(2) Effective 1/1/2014, an amount of \$110.25

(3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

**H. Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

**I. Successors.** If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7<sup>th</sup> day of August, 2013.

Employer: AVIS BUDGET GROUP CAR RENTAL SERVICES, INC. Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by: Redacted by the U.S. Department of the Treasury (Print Name) GARRY HORROCKS  
(Signature) Redacted by the U.S. Department of the Treasury

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

## AB CAR RENTAL SERVICES LOCAL 1546



# AVIS BUDGET GROUP CAR RENTAL SERVICES, INC.

Effective: June 1, 2012  
Anniversary: May 31, 2015

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**ARTICLE 14**  
Health and Welfare

Effective upon ratification (January 9, 2009), eligible full time employees and their qualified dependents may participate in the Company's Comprehensive Health, Dental, and Life Insurance Plans. Employees will be governed by the rules and regulations of said plans and will make the necessary contributions as established by the Company.

**ARTICLE 15**  
Pension

A. The Employer agrees to fund supplemental contributions of a 5% increase compounded yearly required by statutory mandate to a rehabilitation plan of a pension in critical status. The Employer agrees to make contributions to the Automotive Industries Pension Fund in the following manner:

1. For those employees previously employed by Avis Rent a Car as of October 16, 2003, the pension contribution shall be as follows:

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Current Contributions:	\$394.04	\$413.75	\$434.43
+5% equals:	\$ 19.71	\$ 20.69	\$ 27.72
Total:	\$413.75	\$434.43	\$462.15

2. For those employees previously employed by Budget Rent-A-Car in South San Francisco and consolidated in the workforce and any new employee hired on or after October 16, 2003, the pension contribution shall be as follows:

	<u>6/1/12</u>	<u>6/1/13</u>	<u>6/1/14</u>
Current Contributions:	\$301.35	\$316.42	\$332.24
+5% equals:	\$ 15.07	\$ 15.82	\$ 16.61
Total:	\$316.42	\$332.24	\$348.85

B. The Employer further agrees to sign and be bound by the terms of the pension subscriber agreement which is incorporated herein by reference thereto.

C. The following section applies only to employees who are members of Teamsters Local 853:

Effective June 1, 2012, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund on account of all eligible employees in the bargaining unit an amount equal to One Dollar and Seventy-Four Cents (\$1.74) per hour. Effective June 1, 2013, this amount will be increased to One Dollar and Eighty-Three Cents (\$1.83) per hour. Effective June 1, 2014, this amount will be increased to One Dollar and Ninety-Two Cents (\$1.92) per hour.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts, and the accurate reporting and recording of such hours and such amounts, paid on account of each member of the bargaining unit. Failure to make all payments herein provided for, within the time specified, shall be a breach of this Agreement. The Union agrees that it will provide proper notice to the Employer in the event that the Fund has not timely received payments from the Employer.

As the material part of the consideration for the foregoing, the Union, on behalf of its members, does now hereby release the Employer signatory hereto from any and all obligations to continue or maintain the Employer (or Employer-employee) retirement plan, which the Employer may have in existence on the effective date hereof. The provision of the foregoing shall not be deemed to constitute a waiver by the Union nor any employee, of any rights, privileges, or benefits which may have accrued to any employee under the terms of any Employer Plan.

In addition to the basic contribution level above, the Company shall contribute an additional 6.5% of the basic level to provide for the Program for Enhanced Early Retirement (P.E.E.R.).

D. In the event that the Pension funds mandate increases to the bargained Employer contribution rates noted above, both parties agree upon the following:

1. The Company shall submit the increased designated Employer contribution as per Plan requirements.

## **ARTICLE 16**

### **Adjustment of Grievances**

Should a controversy, dispute or disagreement arise during the term of this Agreement regarding the interpretation or application of the Agreement as written, there shall be no strike or lockout as a result of such controversy, dispute or disagreement, but the differences shall be adjusted in the following manner:

Should a grievance arise that cannot be satisfactorily adjusted by the Employer and the employee, the matter should then be referred to the Business Representative of the Union and the representative of the Employer for adjustment, and if the matter is not amicably settled within five (5) days, a written report shall be made by the complaining party setting forth in detail the nature of the specific issues, which shall be referred to a grievance committee, as hereinafter set forth.

All complaints must be filed in writing within twenty (20) calendar days after the matter in dispute or disagreement is alleged to have occurred, provided that any complaints in reference to dismissal must be filed in writing to the Employer with ten (10) calendar days from the date of dismissal. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved. If settlement is not reached within ten (10) calendar days, the unresolved grievances shall be submitted to a Board of Adjustment, which shall be appointed as follows:

# AUTOMOTIVE INDUSTRIES PENSION FUND

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## PENSION SUBSCRIBER AGREEMENT

Firm Name AVIS BUDGET GROUP CAR RENTAL SERVICES, INC.

Address 390 Doolittle Drive

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**IARP Plan** \$                      **Effective:** 20

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**WHEREAS**, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

**NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).

**NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

(3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.



(5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

**F. Plan Documents.**

(1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.

(2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.

(3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

**G. Rehabilitation Plan.** The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

**For Example:** Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

(1) Effective 1/1/2013, an amount of \$105.00

(2) Effective 1/1/2014, an amount of \$110.25

(3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

**H. Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

**I. Successors.** If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7<sup>th</sup> day of August, 20 13.

Employer: AVIS BUDGET GROUP CAR RENTAL SERVICES, INC. Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by: (Print Name) [REDACTED] (Print Name) GARRY HORROCKS

(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

## ACE TRUCK REPAIR

A G R E E M E N T

BETWEEN

ACE TRUCK REPAIR

and

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190

OF NORTHERN CALIFORNIA

International Association of Machinists and Aerospace Workers

THIS AGREEMENT is made and entered into this 1st day of September, 2004, by and between ACE TRUCK REPAIR, as the first party, hereinafter called EMPLOYER and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, second party, signatories hereto, hereinafter called UNION.

PREAMBLE

The term "Employer" as used herein shall refer to ACE TRUCK REPAIR.

The term "Union" as used herein shall refer to MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA.

W I T N E S S E T H

**SECTION 1. RECOGNITION**

1.1 The Employer hereby recognizes the Union as the sole, exclusive bargaining representative of all employees of the Employer in the classifications of the work or in the jurisdiction of the Union as hereinafter described in this Agreement.

1.2 Work Jurisdiction of the Machinists Automotive Trades District Lodge No. 190 of Northern California: This Union has jurisdiction over all of the following types of work: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, cleansing, preparing and conditioning of all automotive parts, units and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, shovels, trench digging and excavating equipment any and all types of machinery propelled or operated by any type of engine (combustion or otherwise), packing, shipping, handling, stocking of all parts, all machine processes connected thereto, the writing or taking of all orders for service or parts counter work, all estimating and all other work of the Employer not described in this Agreement as the work of another union signator to this Agreement or not covered by a collective bargaining agreement with a Union not signator to this Agreement.

**RECEIVED**

**MAR 05 2007**

**ATPA**



## **SECTION 13. PENSIONS**

13.1 Pension Contributions: The Employer agrees to contribute and pay into a Pension Trust Fund on behalf of his employees who are covered by this Agreement. Those contributions are due on the (1st) of the month and considered delinquent if not postmarked on or before the (20<sup>th</sup>) day of each month after the completion of the employee's probationary period.

Those employees coming under classification of Journeyman, Parts Technician or an Apprentice shall have contributions made the 1<sup>st</sup> of each month on their behalf in the amount of \$514.38 effective September 1, 2004.

Those employees coming under the classification of a Trailer Technician, Trainee, or Installer shall have contributions made on their behalf in the amount of \$346.00 on the 1<sup>st</sup> of each month effective September 1, 2004.

The foregoing contributions are to be made on behalf of each eligible employee of the Employer in accordance with the terms and conditions of the Trust Agreement.

13.2 Pension Trust Fund: The Pension Trust Fund referred to herein is a jointly administered trust established in the County of Alameda, State of California, by a Pension Trust Agreement made and entered into as of the 1st day of September, 1955, and is known as the Automotive Industries Pension Trust Fund.

13.3 Mandatory Retirement: The Union recognizes and accepts the Employer's policy of requiring employees to retire on the first (1st) day of the calendar month following the calendar month in which the employee attains the age of seventy (70) years.

## **SECTION 14. LEAVES OF ABSENCE**

14.1 Approved Leave: Any employee desiring a leave of absence from his/her employment for any reason including maternity (other than absence due to illness or injury) shall secure written permission from the Employer who shall send a copy to the Local Union by mail within ten (10) days of the commencement of the leave. Except with respect to requests due to pregnancy the decision of the Employer on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Agreement. Except as otherwise provided in this Section the maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

Written permission for such extended periods shall be secured from the Employer with a copy of the extension to the Union. The first approved leave of absence plus approved extended leaves of absence shall not exceed a maximum time period of six (6) months. During an approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission. The Employer may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

Firm Name **ACE TRUCK REPAIR**  
 Address **1906 Williams Street** City **San Leandro** State **CA** Zip Code **94577**

**EMPLOYEES UNDER CLASSIFICATION OF JOURNEYMAN, PARTS  
 TECHNICIAN OR AN APPRENTICE**  
 Monthly Contribution Rate In Collective Bargaining Agreement \$ **514.38** Effective **SEPT 1**, 20**04**  
 \$ \_\_\_\_\_ Effective \_\_\_\_\_ 20\_\_\_\_  
 \$ \_\_\_\_\_ Effective \_\_\_\_\_ 20\_\_\_\_

**PENSION AGREEMENT**

**WHEREAS**, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

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**NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.
- C. Amount of Payment.** The undersigned agrees that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.
- D. Payment Procedures.**  
 (1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereto for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.  
 (2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).  
**NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.  
 (3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.  
 (4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.  
 (5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.
- E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.
- F. Plan Documents.**  
 (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.  
 (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.  
 (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.
- G. Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suit filed by its employees or former employees.

RECEIVED

MAR 05 2007

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Firm Name ACE TRUCK REPAIR  
 Address 1906 Williams Street City San Leandro State CA Zip Code 94577

**EMPLOYEES UNDER CLASSIFICATION OF A TRAILER TECHNICIAN,  
 TRAINEE OR INSTALLER**

Monthly Contribution Rate  
 In Collective Bargaining  
 Agreement \$ 346.00 Effective SEPT. 1, 20 04  
 \$ \_\_\_\_\_ Effective \_\_\_\_\_, 20 \_\_\_\_\_  
 \$ \_\_\_\_\_ Effective \_\_\_\_\_, 20 \_\_\_\_\_

**PENSION AGREEMENT**

WHEREAS, the undersigned Employer previously has entered into a collective bargaining agreement with the undersigned Union providing for, amongst other things, a pension agreement, whereby the undersigned Employer agreed to make certain Employer contributions into a Trust Fund for the purpose of providing pension benefits for covered employees, and

WHEREAS, it is the desire of the undersigned Employer to make such Employer contributions into the Automotive Industries Pension Trust Fund ("Fund") and become a party to its Pension Trust Agreement, now therefore it is agreed as follows:

- A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.
- B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.  
**NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.
- C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.
- D. Payment Procedures.**
- (1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
  - (2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).  
**NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.
  - (3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.
  - (4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.
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## ACURA OF PLEASANTON



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**MAY 23 2016**  
**ATPA**

# **PLEASANTON AUTO MALL**

## **COLLECTIVE BARGAINING AGREEMENT**

**APRIL 1, 2016 – MARCH 31, 2019**

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INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO  
MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190  
EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546