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## BAY AREA DENT FREE

### COLLECTIVE BARGAINING AGREEMENT

**July 16, 2012 through July 15, 2015**

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INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO  
MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190  
PENINSULA AUTO MACHINISTS LOCAL NO. 1414

Employer's obligation to contribute to the Welfare Fund for Retiree Plan participants is limited to the term of this collective bargaining agreement, and any period during which applicable federal labor law requires continued payments to the Welfare Fund after the expiration of a collective bargaining agreement. The Employer's obligation to make contributions for retiree welfare benefits (whether for past, present or future retirees) after that date shall be as provided by subsequent collective bargaining agreements between the parties hereto or subsequent Health & Welfare Agreements (Retiree Plan) executed by the Employer.

#### **ARTICLE 9 - Accident & Sickness Plan**

**Definition of Sickness:** Any sickness or nonoccupational injury which prevents an employee from performing the duties of his regular job with the Employer shall be considered as sickness.

The employer agrees to promptly execute a Health & Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund") providing, among other things, for the following:

- A. Plan Type:** Plan B
- B. Benefits:** The disability benefits available to eligible employees as determined by the rules of the Welfare Fund.
- C. Contributions:** Employer contributions will be payable at the rates and on the employees as provided in the Health & Welfare Agreement (Disability Benefits) signed by the Employer.

By signing the Health & Welfare Agreement (Disability Benefits), the Employer agrees to be bound by the terms of it, the Welfare Fund's Trust Agreement, and the rules of the Welfare Fund and Disability Plan, as all of them may be amended from time to time.

In the case of any inconsistency between the terms of the Health & Welfare Agreement (Disability Benefit) and this collective bargaining agreement, the terms of the Health & Welfare Agreement (Disability Benefit) shall prevail.

#### **ARTICLE 10 - Pension Plan**

The employer agrees to promptly execute a Pension Agreement in the standard format used by the Automotive Industries Pension Fund ("Pension Fund") providing for, among other things, the following:

**Eligibility:** Employee's eligibility for benefits will be determined under the rules of the Fund and the Pension Plan Agreements signed by the Employer.

**Contributions:** The Employer agrees, effective July 16, 2012, to pay to the Administrator of the Automotive Industries Pension Trust Fund the sum of Four Hundred Fifty Dollars (\$450.00) per month per employee. Effective January 1, 2013, in accordance with the Automotive Industries Rehabilitation Plan, the pension contribution shall increase 5%, to \$472.50 per month. Effective January 1, 2014, 5% increases the amount to \$496.13; and effective January 1, 2015, the amount increases 5% to \$520.94.

By signing the Pension Agreement, the Employer agrees to abide by all of the terms and conditions of the Trust Agreement creating the Automotive Industries Pension Trust Fund as it has been or may be modified, altered, or amended and all regulations and rules of the Board of Trustees of such Trust as may be adopted from time to time. The Employer further agrees to abide by and be bound by the method of selection of the Trustees of such Trust as specified in said Trust. In the case of any inconsistency between the terms of the Pension Agreement and this collective bargaining agreement, the terms of the Pension Agreement shall prevail.

#### **PENSION PROTECTION ACT**

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 1414 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.

#### **ARTICLE 11- 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) calendar 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 thirty (30) 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 within fourteen (14) 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 five (5) calendar days the unresolved grievances shall be submitted to a Board of Adjustment, which shall be appointed as follows:

Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. In the event a majority of the appointees do not agree upon a settlement of the dispute or grievance within five (5) calendar days after their meeting, either party may request final and binding arbitration.

Such request must be made in writing within ten (10) working days of the Board of Adjustment decision. If the parties are unable to select an arbitrator within ten (10) working days, an arbitrator shall be selected from a list of seven names. The parties shall alternately strike names until one



# 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 Bay Area Dent Free

Address 1782 Anamor Street

City Redwood City State CA Zip Code 94061 Telephone No. ( 650 ) 245-8747

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>450.00</u>	Effective: <u>7/16</u> <u>2012</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 16th day of July, 2012.

Employer: Bay Area Dent Free Union: IAM & AW, Local 1414

Authorized by (Print Name) Tim Carson (Print Name) Steve Oldér

(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.

## BAY LINE CONCRETE CUTTING & CORING

**BAY LINE CUTTING & CORING, INC.**

**I N D E X**

EFFECTIVE DATE: **MAY 31, 2011**  
ANNIVERSARY DATE: **AUGUST 31, 2014**

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bargaining that resulted in this Agreement. If there is no mutual agreement, then the matter shall be referred to an impartial arbitrator.

5. Responsibility of Employer: The program shall not be subject to the grievance provisions set forth in the Agreement between the parties. Any Employer who fails to obtain and pay for the insurance benefits herein provided for, shall be held personally responsible to the employees herein covered for the benefits which would have been provided by such insurance coverage, and in such event shall be subject to the grievance procedure of this Agreement.

6. Dividends on Premiums: Any dividends on premiums received for the insurance company shall not be payable to the Employer but shall be held in a reserve fund by the Trustees for the purpose of enlarging the benefits to employees and dependents covered by this plan as may be accomplished from said dividends on premiums in the manner determined by the Trustees.

7. Continued Insurance Following Termination: Insurance will be continued for thirty-one (31) days following the effective date of discharge, permanent layoff or voluntary quit of an employee.

8. Leaves of Absence: In the event leave of absence is granted by the Employer, insurance may be continued on such employees during such time as the employee is on leave of absence, provided, however, that such insurance shall not be continued in effect for an employee on leave of absence for a period in excess of three (3) calendar months.

## SECTION 24. PENSION TRUST FUND

24.1 By reference there is attached hereto and made a part hereof as a condition of this agreement, a Pension Plan, covering members of affected Unions coming under the scope of this agreement and amendments hereto, identified as Exhibit B - Pension Agreement.

24.2 Effective May 31, 2011 and for the duration of the contract, the Employer agrees to pay to the Pension Trust Fund the sum of \$537.00 per month and the surcharges set forth in the subscriber agreement.

24.3 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.

24.4 The Employer shall transmit said pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 15th day of said month.

24.5 There is further attached hereto and made a part hereof, Employer Subscriber Agreement, exhibit B, that simultaneously will be executed by all parties covered upon the execution of this collective bargaining agreement governing the Pension Program.

# 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.aitrustffunds.org](http://www.aitrustffunds.org)

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name BAY LINE CUTTING & CORING, INC.

Address 1635 FOURTH STREET

City BERKELEY State CA Zip Code 94710 Telephone No. ( 510 ) 527-1000

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 537.00 Effective: MAY 31 20 12

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, it 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 8th day of AUG, 2012.

MACHINISTS AUTOMOTIVE TRADES DISTRICT

Employer: BAY LINE CUTTING & CORING, INC. Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) JUAN ARREGUIN, OWNER (Print Name) GARRY HORROCKS, BUSINESS REP

(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.)



## BENNER AUTO REPAIR, INC.

## **BENNER AUTO REPAIR, INC.**

THIS AGREEMENT is made and entered into on this 1<sup>st</sup> day of July, 2014 by and between BENNER AUTO REPAIR, INC. (whether corporation, partnership or individual), first party, hereinafter called the Employer and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA for and on behalf of EAST BAY AUTOMOTIVE MACHINISTS LOCAL LODGE 1546, second party, and the parties do hereby mutually agree as follows:

### **ARTICLE I. DEFINITION**

The term, Employer, shall refer to the Employer signatory to this Agreement. The term, Union, shall refer to the Machinists Automotive Trades District Lodge #190 of Northern California, and EAST BAY AUTOMOTIVE MACHINISTS LOCAL LODGE 1546.

This Agreement shall apply to all of the area within the jurisdiction of the Machinists Automotive Trades District Lodge No. 190 of Northern California.

### **ARTICLE II. RECOGNITION AND BARGAINING AGENT**

The Employer recognizes the Union as the exclusive bargaining agent and this Agreement shall cover all employees of the Employer who are performing work described as the work jurisdiction of the Union irrespective of where the work is being performed.

The Employer agrees that any and all persons who are not members of the Union, or persons who are not hired in accordance with the provisions of this Agreement, shall be prohibited from performing any kind of work being performed, previously performed, or capable of being performed by employees who are members of the Union or persons eligible to membership in the Union. The Employer specifically understands and agrees that proprietors and/or owners whether operating under partnerships, corporate arrangements and/or operating a business as a self-employed person shall be required to become and remain members in good standing in the Union if performing any work whatsoever which is included in the work jurisdiction descriptions contained herein if requested to do so by the Union.

Any arrangement, such as sub-let, sub-lease or rental which in any manner jeopardizes the employee employer relationship is expressly prohibited.

It shall be a direct violation of this Agreement for the Employer to sub-contract at any time, under any circumstances, work of any type which members of the Union or persons eligible for membership in the Union, signator to this Agreement are capable of performing or for the Employer to enter into any arrangement which tends to defeat the purpose of this agreement. Work, which is ordinarily sub-let as a matter of practice within the Automotive Industry, may continue to be "farmed-out" upon agreement between the parties.

## **ARTICLE XV. PENSION FUND**

The monthly pension contribution to Automotive Industries Pension Trust Fund for each eligible employee shall be as follows:

<u>Effective</u>		<u>Amount</u>
July 1, 2014	-	\$310.00

## **ARTICLE XVI 401(K) PLAN**

The Employer agrees that upon written authorization from each of his or its employees to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to the California Machinists 401(K) Trust for the purpose of providing 401(K) benefits to the eligible employee.

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15<sup>th</sup>) day of the month following the completion of the work month in which such contributions have been authorized.

The Employer further agrees that he or it agrees to be bound to the Trust Agreement Establishing the California Machinists 401(K) Trust and to accept and be bound to said trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Trust Fund.

The Employer further agrees to authorize the Employer Trustees appointed to said Trust as his or its attorneys in fact for the purposes of conducting all business of said Trust Fund, including the appointment of Employer Trustees or conducting any other business which may be conducted by said Trustees of said Trust Fund.

## **ARTICLE XVII. CLASSIFICATIONS AND MINIMUM WAGE**

	PER HOUR	
	<u>7/1/14</u>	<u>3/1/15</u>
Journeyman Mechanics	\$29.70	\$30.20
Installer	\$16.04	\$16.30

Working Foremen shall be paid no less than 10% more than the highest hourly wage rate paid to any employee under their direction.



# 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 BENNER AUTO REPAIR

Address 488 – 25<sup>th</sup> Street

City Oakland State CA Zip Code 94612 Telephone No. ( 510 ) 832-1244

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>310.00</u>	Effective: <u>JULY</u> <u>1</u> <u>20</u> <u>14</u>
IARP Plan	\$ <u>                    </u>	Effective: <u>                    </u> <u>20</u> <u>                    </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 10th day of March, 2015.

Employer: BENNER AUTO REPAIR

Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) MICHAEL BENNER

(Print Name) DON CROSATTO

Redacted by the U.S. Department of the

Redacted by the U.S. Department of the Treasury

(Signature) Treasury

(Signature)

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.)

## BERKELEY FARMS



**RECEIVED**

MAR 24 2014

**ATPA**

**COLLECTIVE BARGAINING AGREEMENT**

**by and between**

**BERKELEY FARMS**

**and**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT**

**LODGE NO. 190 OF NORTHERN CALIFORNIA**

**for and on behalf of Local Lodges**

**No. 1101, 1173, 1414, 1546 and 2182**

**October 1, 2012 through and including September 30, 2015**

23.6 If any regular employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name may be deemed to have been removed from the payroll of the Employer, and the Employer, for the purposes of this insurance shall not be obligated to make payments on behalf of such employee into the Trust Fund during the period of such leave. The insurance may be continued for a maximum period of three (3) months provided the necessary premium for such insurance is paid by the employee.

#### **SECTION 24. PENSION TRUST FUND**

24.1 By reference there is attached hereto and made a part hereof as a condition of this Agreement, a Pension Plan, covering members of affected Unions coming under the scope of this Agreement and amendments hereto, identified as Exhibit C - Pension Agreement.

24.4. The Company shall increase its pension contributions to a maximum amount as follows, effective:

<u>10/1/2012</u>	<u>10/1/2013</u>	<u>10/1/2014</u>
\$582.75 (\$.16/hour)	\$611.89 (\$.17/hour)	\$642.48 (\$.18/hour)

The pension rates set forth above are monthly maximum rates as required by the terms of the Pension Trust Fund's Rehabilitation Plan. Should the Pension Trust Fund's Rehabilitation Plan be modified to require lesser contributions during the life of this Agreement, then the Company's pension rates shall be changed to reflect the lesser required rates.

24.2 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.

24.3 The Employer shall transmit said pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 15<sup>th</sup> day of said month. (Automotive Industries Pension Fund, 1640 South Loop Road, Alameda, California 94502).

24.4 There is further attached hereto and made a part hereof, Employer Subscriber Agreement, Exhibit B, that simultaneously will be executed by all parties covered upon the execution of this collective bargaining agreement governing the Pension Program.

#### **SECTION 25. CALIFORNIA MACHINISTS 401k PLAN**

25.1 The Employer agrees that upon written authorization from each of his/her or its employees to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to the California Machinists 401K Trust for the purpose of providing 401K benefits to the eligible employee.

# 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

RECEIVED

MAR 24 2014

ATPA

## PENSION SUBSCRIBER AGREEMENT

Firm Name BERKELEY FARMS

Address 25500 Clawiter Road

City Hayward State CA Zip Code 94545 Telephone No. ( 510 ) 265-8665

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 555.00 Effective: OCTOBER 1 20 12

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.

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**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 22 day of January, 20 14.

Employer: BERKELEY FARMS Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA, LL 1546

Authorized by (Print Name) SHANE KEITH (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.)

BILL BRANDT FORD