

(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 12.5%. Each year, the rate would increase 12.5% 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 \$112.50

(2) Effective 1/1/2014, an amount of \$126.56

(3) Each year thereafter, the contribution rate to the AIPP will increase 12.5% 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 1<sup>st</sup> day of October, 2011.

Employer: Penske Truck Leasing Union: Machinists Automotive Trades Local 1101

Authorized by (Print Name) Burton Manafas

(Print Name)

Jim Schwandt

Redacted by the U.S. Department of the Treasury

(Signature)

(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.

## PENSKE TRUCK LEASING (LOCAL 1414)

ORIGINAL.



**RECEIVED**  
**MAY 16 2016**  
**ATPA**

**PENSKE TRUCK LEASING CO., L.P.**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN PENSKE TRUCK AND LOCAL LODGE NO. 1414**  
**October 1, 2015-June 30, 2020**

23.3 The employer will pay full insurance premium when employee is on approved Worker's Compensation leave not to exceed six months.

23.4 The employer will pay full insurance for employees out on approved FMLA leave, up to a maximum of 3 months.

23.5 Should the union decide to retain AI Dental, Ortho, 50K Life or any ancillary benefits by a majority vote at the time of ratification and accepted by majority vote, the Company shall agree to sign the necessary subscriber agreements and through weekly payroll deductions submit said employee contributions to the trust fund.

## **SECTION 24. DISABILITY BENEFITS**

24.1 The A&S Disability Plan is designed to be integrated with the SDI or Workers' Compensation payments to pay benefits subject to Plan Provision and limitations for a Maximum of thirty-nine (39) weeks, starting with the first scheduled workday when hospitalized or disabled as a result of accident and with the fourth scheduled workday when disabled as a result of sickness not requiring hospitalization.

## **SECTION 25. PENSION PLAN: AUTOMOTIVE INDUSTRIES & IAM NATIONAL**

25.1 The Employer and Union agreed during negotiations to participate in both the IAM National Pension fund as well as continue participation in the Automotive Industries Pension fund.

25.2 The Employer agrees to sign the necessary subscriber agreement for each fund, as well as be bound to all terms and conditions lawfully set by the funds trustees.

25.3 The Automotive Industries rates for the life of this agreement shall be

\$600.00

In addition, the Employer shall remit to the Automotive Industries Fund the required amounts pursuant to the rehabilitation plan approved by the Fund's Trustees, established as an addendum to this contract.

### **25.4 I.A.M. NATIONAL PENSION FUND NATIONAL PENSION PLAN**

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$1.40

If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.



# 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

RECEIVED  
JUN 01 2016  
ATPA

Firm Name Penske Truck Leasing Co., L.P.

Address 10755 Bigge Street

City San Leandro State CA Zip Code 94577 Telephone No. ( ) 408-727-2120

### Monthly Contribution Rate In Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>600.00</u>	Effective: <u>October 1</u> <u>20</u> <u>15</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 17 day of May, 2014.

Employer: Penske Truck Leasing Co., L.P. Union: IAM & AW Machinists Local Lodge 1414

Authorized by (Print Name) Steve Lozon

(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.

## PENSKE TRUCK LEASING (LOCAL 1546)



RECEIVED  
MAY 16 2015  
ATPA

**PENSKE TRUCK LEASING CO., L.P.**  
**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN PENSKE TRUCK AND LOCAL LODGE NO. 1546**  
**October 1, 2015- June 30, 2020**

Employee + 1               \$24.27  
Employee + Family       \$36.53  
No employee contributions for Dental

23.3       The employer will pay full insurance premium when employee is on approved Worker's Compensation leave not to exceed six months.

23.4       The employer will pay full insurance for employees out on approved FMLA leave, up to a maximum of 3 months.

23.5       Should the union decide to retain AI Dental, Ortho, 50K Life or any ancillary benefits by a majority vote at the time of ratification and accepted by majority vote, the Company shall agree to sign the necessary subscriber agreements and through weekly payroll deductions submit said employee contributions to the trust fund.

## **SECTION 24.                   DISABILITY BENEFITS**

24.1       The A&S Disability Plan is designed to be integrated with the SDI or Workers' Compensation payments to pay benefits subject to Plan Provision and limitations for a Maximum of thirty-nine (39) weeks, starting with the first scheduled workday when hospitalized or disabled as a result of accident and with the fourth scheduled workday when disabled as a result of sickness not requiring hospitalization.

## **SECTION 25.               PENSION PLAN: AUTOMOTIVE INDUSTRIES & IAM NATIONAL**

25.1       The Employer and Union agreed during negotiations to participate in both the IAM National Pension fund as well as continue participation in the Automotive Industries Pension fund.

25.2       The Employer agrees to sign the necessary subscriber agreement for each fund, as well as be bound to all terms and conditions lawfully set by the funds trustees.

25.3       The Automotive Industries rates for the life of this agreement shall be  
                                  \$600.00

In addition, the Employer shall remit to the Automotive Industries Fund the required amounts pursuant to the rehabilitation plan approved by the Fund's Trustees, established as an addendum to this contract.

### **25.4                           I.A.M. NATIONAL PENSION FUND                                   NATIONAL PENSION PLAN**

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$1.40



# AUTOMOTIVE INDUSTRIES PENSION FUND

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

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name Penske Truck Leasing Co., L.P.

Address 10755 Bigge Street

City San Leandro State CA Zip Code 94577 Telephone No. ( ) 408-727-2120

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>600.00</u>	Effective: <u>October 1</u> <u>20</u> <u>15</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 17 day of May, 2014.

Employer: Penske Truck Leasing Co., L.P. Union: IAM & AW Machinists Local Lodge 1546

Authorized by (Print Name) Steve Lozon

(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.

## PETALUMA ACQUISTIONS



## **AGREEMENT**

Between

Petaluma Acquisitions, LLC  
dba Petaluma Poultry Processors

and

International Association of Machinists  
and Aerospace Workers  
AFL-CIO, District # 190  
Local Lodge 1596

November 1, 2014 – October 31, 2016

## **SECTION 17. PENSIONS**

Effective September 1, 2007, the Employer agrees to contribute to the Automotive Industries Pension Trust Fund the sum of five hundred and seventy-five dollars and ninety-five cents (\$575.95) per month, per regular employee covered by this Agreement.

Effective January 1, 2013 and continuing for the life of this Agreement, the Employer will submit the "off benefit" contributions as outlined in the Rehabilitation Plan memorandum dated April 29, 2012. The amount of said "off benefit" contribution will be calculated to a weekly rate and that amount shall be deducted from the employee's pay check and submitted monthly to Automotive Industries Pension Trust fund. (See Appendix A)

## **SECTION 18. WEEKLY PAY PERIODS**

Employees are paid once a week on Friday. If pay day falls on a holiday, the preceding work day shall be the pay day. There shall be no undue delay in receiving pay on pay day. When established, the pay day shall not be changed for at least one year, unless such change is mutually agreeable between the Employer and employees.

## **SECTION 19. GRIEVANCE SETTLEMENT PROCEDURES**

- (a) The Employer and the Union agree to meet and deal with each other or through their duly authorized representatives only on the adjustment of disputes arising from the interpretation or application of the expressed provisions in this Agreement.
- (b) Grievances or disputes arising from the interpretation or application of the provisions of this Agreement must be submitted in writing to the Employer by the grievant within five (5) work days from the date the incident, giving rise to the grievance, is alleged to have first occurred. Grievances not adjusted satisfactorily between the employee and his supervisor, or their respective representatives, shall be referred to a Grievance committee for settlement as hereinafter provided. Grievances or disputes going before the Grievance Committee must be in writing citing the specific provisions of this Agreement allegedly violated and the relief sought. To be timely, the grievance must be referred to the Grievance Committee within two (2) weeks after the incident is alleged to have first occurred. In the event the Grievance Committee is unable to resolve the matter, the grievance shall then be referred to an impartial arbitrator for final and binding settlement.
- (c) The Grievance Committee shall be composed of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union.
- (d) It is agreed that all decisions rendered by the impartial arbitrator or a majority of the Grievance Committee shall be final and binding upon the parties signatory hereto. The expenses incident to arbitration shall be borne one-half by the Employer and one-half by the Union. All discharge cases in dispute must be appealed in writing within three (3) work days of the date of discharge.
- (e) The parties agree that matters properly to be referred to arbitration shall first be reduced to writing, citing the specific provisions of this Agreement allegedly violated, or for which interpretation is desired, including the relief sought. To be timely and insure prompt settlement of disputes, the Union shall serve written demand for arbitration upon Employer within, but not exceeding, thirty (30) calendar days from the date the incident, giving rise to the grievance, is alleged to have first occurred.

# 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 Petaluma Acquisitions, LLC dba Petaluma Poultry Processors

Address P.O. Box 7368

City Petaluma State CA Zip Code 94955 Telephone No. (707) 283-2222

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>575.95</u>	Effective: <u>October 1,</u> <u>2012</u>
IARP Plan	\$ <u>                    </u>	Effective: <u>                    </u> <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 22<sup>nd</sup> day of Nov, 2012.

Petaluma Acquisitions, LLC dba

International Association of Machinists & Aerospace Workers

Employer: Petaluma Poultry Processors

Union: District Lodge No. 190, Local Lodge No. 1596

Authorized by (Print Name) Barbara J. Davis, HR Director

(Print Name) Thomas J. Brandon, Area Director

(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.

# PETER PAN MOTORS



# **PETER PAN MOTORS, INC.**

## **COLLECTIVE BARGAINING AGREEMENT**

February 1, 2016 through January 31, 2019

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



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: A & S Plan C
- (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.

## **SECTION IX - PENSION**

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:

- (A) Eligibility: Employee's eligibility for benefits will be determined under the rules of the Pension Fund and the Pension Agreement signed by the Employer.
- (B) Contributions: Automotive Industries Pension Rehabilitation Plan

Automotive Industries has recently revised its Pension Rehabilitation Plan to reduce the pension surcharge effective January 1, 2013, from 12.5% to 5%. Therefore, as per the Automotive Industries Pension Rehabilitation Plan, the Employer agrees to pay the surcharge of five percent (5%) each year of the agreement that Automotive Industries will implement effective January 1, 2013, per month per employee, as required by the Trust Fund. The following reflects the surcharge:

<b>Current</b>	<b>Jan 1, 2016</b>	<b>Jan 1, 2017</b>	<b>Jan 1, 2018</b>
<b>\$347.29</b>	<b>\$364.66</b>	<b>\$382.89</b>	<b>\$402.04</b>

In the event that the increase required by the Automotive Industries Pension Fund or its successor fund as provided by its Rehabilitation Plan is less than the 5% increases set forth above, the above rates shall be reduced to reflect the lower increase requirement.

By signing the Pension Agreement, the Employer agrees to be bound by the terms of it, the Pension Fund's Trust Agreement, and the rules of the Pension Fund, as all of them may be amended from time to time. 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.

Any Employer who fails to pay into such Trust Fund the monthly sum above provided shall be personally responsible to the employees herein covered for the benefits which would have been provided by such pension coverage.

If the Trustees of the above Pension Trust Fund find that an Employer has failed to make monthly contributions as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action upon the failure of the Employer to make the monthly contributions as provided above.

## **SECTION X - 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 obtained from the State Mediation and Conciliation Service. The parties shall alternately strike names until one of the seven names remains. The parties agree that the arbitrator's decision shall be final and binding.

Should the non-grieving party fail to timely participate in any of the steps of the grievance procedure, the grieving party may then move the grievance to the next higher level, including arbitration.

The Board of Adjustment and/or the arbitrator shall have no authority to ignore or alter the language of this Agreement. Any award of back pay shall be reduced by the interim earnings of the grievant(s). The costs of the arbitrator and reporter's fees shall be borne equally by the parties.

## **SECTION XI- CALIFORNIA MACHINISTS 401(K) PLAN**



# 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 Peter Pan Mototrs, Inc.

Address 2695 El Camino Real

City San Mateo State CA Zip Code 94403 Telephone No. (650) 349-9077

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>364.66</u>	Effective: <u>January 1</u> <u>20</u> <u>16</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 1 day of February, 2016.

Employer: Peter Pan Motors, Inc.

Union: IAM & AW, Local 1414

Authorized by (Print Name) David S. Taylor

(Print Name) David S. Taylor

(Signature) [Redacted]

(Signature) [Redacted]

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

# PETKARRIS INC

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**PET KARRIS, INC.**

**DBA**

**BROOKS BODY SHOP**

**and**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190**

**for and on behalf of**

**MACHINISTS AND MECHANICS LODGE NO. 2182**

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS  
AFL-CIO**

**2/1/13 - 1/31/16**

#### ARTICLE XIV: PENSION

14.1 The Employer will make contributions to the Automotive Industries Pension Fund on behalf of and for the benefit of eligible employees in monthly amounts according to the following schedule:

<u>Effective</u>	<u>Amount</u>
2/1/2013*	\$43.33 (See 14.5 below)

14.2 Pension contributions on new eligible employees shall be effective as of the first of the month following employment and continue from month to month thereafter provided the employee works at least six (6) days in the month.

14.3 Pension payments shall be forwarded to the Automotive Industries Pension Trust as set forth in the document identified as Automotive Industries Pension Trust Agreement which is attached hereto and made a part of this Agreement. The Employer agrees to sign all necessary subscriber agreements which shall by reference hereto become part of this Agreement. The parties recognize that the Employer may be required to remit additional contributions to the Automotive Industries Pension Fund on behalf of its employees as a Rehabilitation Plan as required by the Pension Protection Act (PPA). In the event that the Employer is required to increase its contributions to the Automotive Industries Pension Trust Fund, any such increase shall be borne by the Employer in accordance with the current subscriber agreement referenced above.

14.4 Acceptance of Trusts: By the execution of this Agreement, the parties accept the provisions of the Automotive Industries Pension Trust Fund as they may be revised from time to time and ratify all actions heretofore taken or to be taken hereafter by the Trustees thereof, acting within the scope of their authority thereunder, subject to the restrictions set forth in this Agreement.

14.5 Upon resolution of the withdrawal liability participation in the above-referenced Pension Trust will stop.

14.6 IAM NATIONAL PENSION PLAN: Upon withdrawal from the Automotive Industries Pension Fund, the Employer agrees to sign the standard contract language which outlines the IAM National Pension Fund Plan as an Addendum to this Agreement.



# 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 PETKARRIS, INC. dba BROOKS BODY SHOP

Address 941 Moffat Blvd.

City Manteca State CA Zip Code 95336 Telephone No. (209) 823-4452

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 43.33 Effective: February 1, 2013

IARP Plan \$                      Effective: 20

\*\*See Art. XIV  
#14.5

**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).

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(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

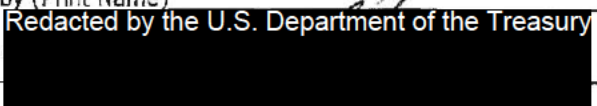
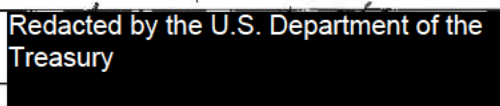
(3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP 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 May, 2014.

Employer: PETKARRIS, INC. dba BROOKS BODY SHOP Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) <u>Tim Harris</u>	(Print Name) <u>H. Skip Hatch</u>
Redacted by the U.S. Department of the Treasury	Redacted by the U.S. Department of the Treasury
(Signature) 	(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.)

## PIERCY TOYOTA



**INDIVIDUAL AUTOMOTIVE  
AGREEMENT**

**RECEIVED**  
SEP 06 2011  
**ATPA**

**between**

**PIERCEY TOYOTA**

**and**

**INTERNATIONAL ASSOCIATION OF MACHINISTS &  
AEROSPACE WORKERS,  
DISTRICT LODGE 190, LOCAL LODGE 1101**

**August 1, 2011 to and including July 31, 2015**

## **ARTICLE 20 - MOONLIGHTING**

The Employer and the Union agree that any employee engaging in auto, truck or motorcycle repair work for profit outside his regular working hours while on the payroll of the Employer signatory to this Agreement, shall be subject to immediate discharge and such discharge shall not be subject to the grievance procedure. The Union agrees to provide the Employer with evidence of proof of such activities on the part of the

Employee when discharge is requested by the Union. The Employer agrees that in instances of discharge initiated by the Employer that proof of violation of this provision will be provided by the Employer. If the Employer and the Union cannot agree upon the sufficiency of facts upon which the discharge is based, an Arbitrator shall be the final judge in the matter.

## **ARTICLE 21 - RETIREMENT CONTRIBUTIONS**

The Employer hereby agrees to maintain the present Pension Plan in effect with the Automotive Industries Pension Trust Fund.

(A) The Employer hereby agrees to maintain the present Pension Plan in effect with the Automotive Industries Pension and Trust Fund.

The Employer party to this Agreement shall pay into the Automotive Industries Pension Trust Fund the sum of \$150.00 per month per eligible employee. Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the fifteenth (15th) day of the same month.

A regular employee, with respect to whom such monthly payments are required to be made, shall mean: (1) any employee on the payroll on the first day of the calendar month who has been on the payroll of the same Employer continuously during the preceding calendar month, and (2) any employee on the payroll on the first day of the preceding calendar month whose services with said Employer terminated thereafter during such preceding calendar month and of whom Employer made payment into said Trust Fund on the first day of the preceding calendar month. Any newly hired employee will become eligible for pension benefits on the 1st of the month after completing ninety (90) calendar days of continuous full-time employment.

The parties hereto agree to be bound by the Automotive Industries Pension and Trust Agreement which shall be jointly administered by a Board of Trustees composed of representative of management and labor.

(B) Machinists 401(k) Plan: The Employer hereby agrees to maintain the current Machinists 401(k) plan or future successor plan as agreed to upon by the Employer and the Union.

The Employer party to this Agreement shall pay into the Machinists 401(k) Plan the sum of \$210.00 per month per eligible employee. Such payments shall be due and payable on the first day of each month following the month worked.

The Employer shall make contributions utilizing the same employee eligibility criteria as found in the Automotive Industries Pension Trust Fund subscription agreement.

It is to be noted

that at any time during the term of this agreement, the Union, provides Pierce Toyota an official, verifiable notice from the Automotive Industries Pension Fund stating that the Pension Plan's "unfunded Pension Liability" and the "Withdrawal Liability" is zero (Ø), the contribution being paid to the Machinists 401(k) plan shall be redirected and included in the amount being paid to the Automotive Industries Pension Plan in (A) above. This change shall occur on the month following the Employer's receipt of the above letter.

(C) It is intended by the parties to provide a cap on all payments made by the Employer to retirement benefits. The parties hereby affirm that this cap on payments applies equally to supplemental contributions and surcharges made pursuant to any Rehabilitation Plan or federal law. Thus, the Employer shall never pay more than \$360.00 per month in combined retirement contributions, supplemental contributions and surcharges. The parties hereto agree to be bound by the Automotive Industries Pension Trust Agreement which shall be jointly administered by a Board of Trustees composed of representatives of management and labor.

## **ARTICLE 22 - SENIORITY**

(a) For the purpose of this Agreement, seniority shall be defined as the period of continuous employment, which the employee has accumulated with the Employer. Employees shall not attain seniority until they have completed a probationary period of sixty (60) calendar days, after which time their seniority shall date from date of hire. The probationary period maybe extended by mutual agreement between the Union and the Employer. Termination for any cause during this period shall not be subject to grievance.

(b) Seniority on Layoffs: In the event it becomes necessary for the Employer to reduce the number of employees, such employees shall be laid off according to seniority, subject to the qualifications and competency of the employees.

(c) Seniority on Recall: In the event that the Employer increases the number of employees such employees previously laid off shall be restored to employment according to seniority provided the affected employee responds to the notice of the Employer within seventy-two (72) hours from the time of dispatch of such notice, which notice shall be directed to the employees at their last known home address as filed with the Employer, copies of which shall be sent to the office of the Local and/or District Lodge. The giving of such notice shall fulfill the obligation of the Employer. This shall not preclude the right of the Employer to hire on a temporary basis pending the return to work of laid off employees.

APR 23 2013

# 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 Piercey Toyota  
Address 950 Thompson Street  
City Milpitas State CA Zip Code 95035 Telephone No. (408) 240-1400

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>150<sup>00</sup></u>	Effective: <u>8/1</u> 20 <u>11</u>
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 17 day of APRIL, 2013.

Employer: Piercy Toyota Union: Machinist Local 1101

Authorized by (Print Name) Tom A Chawell Sec'y/ (Print Name) Richard Breckenridge

(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.)

## PLEASANTON TRUCK AND EQUIPMENT



# PLEASANTON TRUCK AND EQUIPMENT REPAIR, INC.

Effective: July 1, 2013  
Through: June 30, 2018

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

23.7 If any regular employee under this agreement is granted a leave of absence without pay in excess of thirty (30) days, his 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 B - Pension Agreement.

24.2 Effective July 1, 2013, the Employer agrees to make payments to the Pension Plan in the amount of Seven Hundred Dollars (\$700.00).

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 15th day of said month.

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.

24.5 The Employer agrees to adopt the Rehabilitation Plan of the Automotive Industries Pension Plan and pay an additional Five Percent (5%) per year assessment for the life of the Agreement. It is understood and agreed that in connection with the above Pension Trust Fund, the Employer will observe administrative and eligibility regulations as set forth in the Pension Agreement signed and executed by the joint parties hereto.

## SECTION 25. CALIFORNIA MACHINISTS 401(k) PLAN

It is agreed that employees may voluntarily participate in the California Machinists 401(k) Plan by means of payroll deduction, effective September 1, 1997. The Employer's sole obligations thereunder shall be limited to (1) making those payroll deductions which have been properly authorized in writing by individual employee participants, and (2) forwarding salary deferral contributions, which have been payroll-deducted on behalf of employee participants to the 401(k) Plan Administrator. It is agreed that the form and amount of payroll deductions permitted under this Agreement, notwithstanding anything to the contrary contained in the Plan Document or any subsequent amendment thereto, shall be made weekly of an exact dollar amount, with a minimum deduction of one percent (1%) and maximum established by law. The Union shall indemnify and hold harmless the Employer against any or all suits, claims or obligations that may arise by reason of the application of the provisions of this Section.



# 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 PLEASANTON TRUCK & EQUIPMENT REPAIR, INC.

Address 3110 Busch Road; P.O. Box 399

City Pleasanton State CA Zip Code 94566 Telephone No. ( 925) 846-2042

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>700.00</u>	Effective: <u>JULY 1</u> <u>20 13</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 10 day of December, 2013.

PLEASANTON TRUCK & EQUIPMENT MACHINISTS AUTOMOTIVE TRADES DISTRICT  
Employer: REPAIR, INC. Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) ROBERT MOLINARO, OWNER (Print Name) PATRICK WOODWARD, BR  
LOCAL LODGE 1546

(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.)

## RALPH PANELLA LEASING

# **A G R E E M E N T**

between

**RALPH PANELLA LEASING**

and

**MACHINISTS & MECHANICS LODGE NO. 2182  
MACHINISTS AUTOMOTIVE TRADES  
DISTRICT LODGE NO. 190  
I.A.M. & A.W., AFL-CIO**

For The Period Of  
January 1, 2015  
to  
December 31, 2017