

LABOR AGREEMENT

AGREEMENT made and entered into as of December 1, 2017 by and between NEW YORK METROPOLITAN AREA TRUCK LEASING ASSOCIATION hereinafter for convenience referred to as the "Employer" or "Company" and the Automobile Mechanics Local Union No. 447, District 15, International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the "Union" or and on behalf of those employees of said Employer in the bargaining unit and jurisdiction of the Union.

The intention of the following agreement is to bring about a harmonious feeling between the above named Employer, and members and officials of the above named Union, thereby assuring the Company that it will receive a fair day's work from the members of the Union in its employ and that the members of the Union will receive a fair wage for their services while in the employ of the Company.

ARTICLE I

RECOGNITION, COVERAGE & UNION SECURITY

The Company recognizes the Union as the sole bargaining agency for all employees coming under the classifications specified in Appendix "A" hereof.

- a) It shall be a condition of employment that all employees of the Employer on the bargaining unit hereinbefore described who are members of the Union in good standing on the effective date of this Agreement or the date on which it was executed, whichever is later, shall become members in good standing, and those employees who are not members on the thirtieth day following the effective date of this Agreement or its execution date, whichever is later, shall become and remain members of the Union in good standing. An employee hired on or after the effective date of this Agreement or its execution date, whichever is later, shall, as a condition of employment, become and remain members in good standing in the Union on the thirtieth day following the beginning of his employment.**
- b) The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person immediately. In the event of any change in the law during the terms of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security, which may be lawfully permissible.**
- c) The Company agrees that it will notify the Union in the event it needs additional help at least forty-eight (48) hours before the vacancy is filled. Applicants for employment sent by Local Lodge No. 447 shall not be discriminated against for any reason. All new employees shall be hired on a trial period not to exceed Ninety (90) calendar days and new employees must report to the Union offices before starting work. Such new employees shall start at the wage rate prescribed in Appendix "A" but are not entitled**

to any terms, conditions or benefits including paid holidays during such Ninety (90) calendar day period. Upon completion of the Ninety (90) calendar day trial period, their seniority date will revert to the original date of hire for purpose of shift selection, vacation and sick pay. The Company agrees to notify the Union when any new employee is hired.

- d) So far as it is possible to do so, the Company agrees to give preference to shops employing members of Local Lodge No. 447 then any outside work is performed on its automotive equipment.
- e) The Employer shall not contract or agree to contract or otherwise assign work performed by employees covered by this Agreement to any other firm, contractor, corporation, partnership, individual or otherwise, if it directly results in reducing the work force through layoffs. The employer may, as heretofore, continue with other outside contracts with other firms and any employees excluded from the bargaining unit.
- f) The Company agrees that the Union members shall not be discriminated against as such. The Company and the Union agree that neither will discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate either directly or indirectly against any employee by reason of race, creed, color, sex, age or membership or activity in the Union.

ARTICLE II

WORK WEEK AND HOURS OF WORK

- a) A workweek shall consist of five (5) consecutive days of eight (8) hours each or four (4) consecutive days of ten (10) hours each day. A workweek normally will start Sunday, Monday or Tuesday. Should the Employer require different starting days, the Union agrees to enter into a satisfactory arrangement.
- b) First shifts shall start between 6:00 a.m. and 2:30 p.m. The second shift shall start between 2:30 p.m. and 6:00 a.m.
- c) If the shift of any employee is being changed, the Company agrees to give such employee at least twenty-four (24) hours notice of such change provided however, that in the case of emergency, no such notice need be given.

ARTICLE III

RATE OF PAY

- a) The hourly rate of pay for each classification is included in Appendix "A" of this Agreement.
- b) All employees whose regular shift starts between 2:30 p.m. and 6:00 a.m. shall receive an additional fifty (50) cents per hour. Shift premium shall be included, where applicable, in holiday, vacation and sick pay.
- c) Listed below are job guidelines for classifications covered by this Agreement. It is understood that men of a lower classification can be assigned to work in a higher

classification in order for them to gain experience and knowledge for future promotional consideration to the higher classification.

Mechanic A

SUMMARY: Fully qualified on all types of trucks and trailers (i.e. industrial trucks, light duty trucks, tank trucks, tractors, tank trailers, etc.) including but not limited to gasoline and diesel engines, overhauls and rebuilding of transmissions and differentials, clutches, starters, alternators, refrigeration systems, air conditioning systems, power steering, electrical systems, wheels, tires, shock absorbers and brake systems, steering gear box, P.M. maintenance and all associated component parts:

- * read written job and/or oral job orders and communicate orally, document in writing (including computer documentation) regarding malfunctions, damage and repairs, parts and preventive maintenance required.
- * performs diagnosis and repair of any truck or trailer breakdown.
- * performs engine repair and rebuilding.
- * performs repair to transmissions, driveline and differential.
- * possesses knowledge of and performs repairs to engine accessory components.
- * performs tune-ups using established procedures.
- * possesses a general knowledge and proficiency in repairing steering, suspension, brake system, frame, axle, electrical, hydraulic and refrigeration systems.
- * works with limited or no supervision.
- * possesses the ability to instruct mechanics in lower grades and assists them in completing repair assignments.
- * performs road service.
- * performs other duties as directed.

Mechanic B

SUMMARY: Under direction of a Supervisor, Lead Technician or an A Technician, a B Mechanic will assist in the repair and diagnosis on all types of trucks and trailers (i.e. industrial trucks, light duty trucks, tank trucks, tractors, tank trailers, etc.) including but not limited to gasoline and diesel engines, overhauls and rebuilding of transmissions and differentials, clutches, starters, alternators, refrigeration systems, air conditioning systems, power steering, electrical systems, wheels, tires, shock absorbers and brake systems, steering gear box, P.M. maintenance and all associated component parts:

- * read written job and/or oral job orders and communicate orally, document in writing (including computer documentation) regarding malfunctions, damage and repairs, parts and preventive maintenance required.

- * ability to diagnosis and repair most truck and trailer breakdowns.
- * be able to repair and rebuild engines with some guidance and direction.
- * perform some of the less complicated repairs to transmissions, driveline and differentials.
- * possesses knowledge of and performs repairs to engine accessory components.
- * has a general knowledge of, and general proficiency in the repair of steering, suspensions, brake systems, frames, axle, electrical, hydraulic and refrigeration systems.
- * works with usual amount of supervision and direction. Requires assistance in unusual or complicated assignments.
- * performs road service.
- * performs other duties as directed.
- * will need normal supervisory and instructional attention.
- * read written job and/or oral job orders and communicate orally, document in writing (including computer documentation) regarding malfunctions, damage and repairs, parts and preventive maintenance required.

Mechanic C

SUMMARY: Under direction of a Supervisor, Lead Technician or an A Technician, a C Mechanic generally performs minor repairs and all aspects of preventive maintenance on all types of trucks and trailers (i.e. industrial trucks, light duty trucks, tank trucks, tractors, tank trailers, etc.):

- * read written job and/or oral job orders and communicate orally, document in writing (including computer documentation) regarding malfunctions, damage and repairs, parts and preventive maintenance required.
- * assists higher level mechanics when and where directed.
- * performs simple mechanical repairs as directed by the supervisor or mechanics to whom assigned.
- * performs clean-up duties in the shop and yard areas as directed.
- * secures parts and tools for mechanic to whom assigned as directed.
- * may be called upon, to perform any of the lesser skilled jobs in the shop and yard area.
- * performs other duties as directed.

Mechanic D

- * The basic purpose is to provide an individual who possesses little or no practical mechanical experience with the hand-on exposure and guidance necessary for progression to higher job skill levels.

- * works with higher graded mechanics providing help when and where directed.
- * performs simple mechanical repairs as directed by the supervisor.
- * performs simple mechanical repairs as directed by the supervisor or mechanic to whom assigned.
- * performs clean-up duties in the shop work area as assigned.
- * secures parts and tools for mechanic assigned to as directed.
- * under close supervision, may be called upon to perform any of the lesser skilled jobs in the shop or yard area.
- * performs other duties as directed.

Apprentice/Trainee (hired after 12/1/11)

- \$12.00 Starting Hourly Rate with progressions and reviews each six months (1020 hours).
- 3 year (6,120 hours) program to advance to Starting Mechanic C hourly rate.
- \$0.25 Cents per hour contribution to the IAM National Pension Fund
- No contribution to the Machinist Money Purchase Plan.
- Individual Coverage on Medical Plan (employee may pay the difference for family plan through an authorized payroll deduction).
- After completion of the 3-year program, the employee will have retirement contributions (IAM National Pension Fund & Machinist Money Purchase Plan) on the same basis as senior employees and be eligible for Full Medical Coverage on 75/25 basis as other newly hired employees in different classifications.

**ARTICLE IV
OVERTIME AND RATES FOR SAME**

- a) Time and one-half (1/2) shall be paid for all work performed before and after scheduled hours each day and for work performed on lunch hour, if required to do so.
- b) Time and one-half (1 & 1/2) shall be paid for work performed in excess of forty (40) hours in any one (1) week.
- c) To further clarify Article IV, "Overtime and Rates for Same," the Company agrees that the 6th consecutive day worked would be at time and one-half (1 & 1/2) and the 7th consecutive day worked would be at double time. (2) An exception would be if at shift changes or if the employee requested a change in days off or shift, he may be required to work through his old day off to reach his new day off at straight time rates.

- d) The Company has the right on reasonable notice to request employees to work overtime when necessary and when so requested the Company shall have the right to expect employees to work overtime. As far as it is possible, there shall be an equitable distribution of overtime within and between the classifications.
- e) If a mechanic is appointed by management to assume supervision in place of a working foreman for eight (8) hours or more, the mechanic is to receive the working foreman's scale of pay during such period.

ARTICLE V
HOLIDAYS

- a) The following holidays shall be paid for at straight time rates if not worked regardless of the day on which they may fall:

New Year's Day	Labor Day
President's Day	Independence Day
Memorial Day	Thanksgiving Day
Christmas Day	

Good Friday or Yom Kippur provided the employee has notified the Employer of his choice at least one (1) week prior to such holiday.

Employee's Birthday and five (5) floating holidays provided the employee notifies the Employer the exact date of his birthday and/or floating holiday at least two (2) weeks prior to such holiday each year. Any unused floating holiday shall be paid for at the end of the contract year.

At the discretion of each Employer, President's Day shall be changed to an additional floating holiday, subject to the requirements of paragraph (a) above.

- b) In order to receive holiday pay, an employee must work the last scheduled work day prior to and the next scheduled work day after such holiday within the employee's scheduled work week, unless excused by management.
- c) If a man works more than four (4) days in a holiday week and does not work on the holiday, he shall be paid for five (5) days. If a man works five (5) days in a holiday week and the holiday is not one of the five (5) days worked, he shall be paid for six (6) days. If a holiday falls during a man's regularly scheduled workweek, it shall be considered as a day worked. If a man works five (5) days in a holiday week and the holiday is one of the five (5) days worked, he shall be paid for six and one-half (6 & 1/2) days. Employees required to report to work on a paid holiday shall receive a minimum of one and one-half (1/2) days pay in addition to being paid a day's pay at straight time rates for the holiday. All time worked in addition to eight (8) hours or ten (10) hours (in case of four ten-hour day workweek) on a paid holiday shall be paid for at the rate of double time and one-half (2 & 1/2).
- d) No employee hired after January 15, 1990 shall be eligible for a Birthday or Floating holiday until they have been in the employ of the Employer for a period of six (6) continuous months.

- e) An employee must request, in writing, his Birthday and/or a Floating holiday at least one (1) week prior to such holiday. The Employer must answer the request within two (2) working days, otherwise the request will be deemed as granted. The Employer will not unreasonably withhold permission.

ARTICLE VI
SICK PAY

After one year of continuous employment, Employees covered by this Agreement shall begin to accumulate sick leave credit on the basis of one-half (1/2) days paid leave for each month of service thereafter up to a maximum of six (6) days per contract year.

Sick leave shall be paid at the Employees then current base wage rate. An Employee shall not be entitled to more sick leave hours per day than the regularly scheduled hours of work and in no event to exceed eight (8) hours or ten (10) hours (in case of four ten hour day work week).

The Employee shall notify the Company of his absence because of personal illness on the first day for which sick leave is claimed. The Company may require proof of illness.

An Employee shall accumulate seniority during any period he is on sick leave.

Each Employee remaining in the employ of the Company at the end of a twelve (12) month period ending November 30th of each year, who has not used his maximum sick leave allowance, as set forth in this Article shall receive pay for the days of unused sick leave to which he has become entitled under this Article.

ARTICLE VII
MANAGEMENT RIGHTS

The right to hire, select, assign, transfer, promote, layoff, discharge or discipline employee for cause, and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that Union members shall not be discriminated against as such. The location of operations, the schedules, job assignments, methods, processes and means of operations are solely and exclusively the responsibility of the Employer. The above statement of Management Rights is subject to the provisions of this Agreement and any complaint or dispute concerning the exercise of any such rights shall constitute a grievance within the meaning of this Agreement.

ARTICLE VIII
VACATIONS

- a) All present employees who have been in the employ of the Company at least one (1) consecutive year shall receive vacations, with pay, in accordance with the following schedule:

<u>Years of Continuous Employment</u>	<u>No. of Days Vacation with Pay</u>
1 Year but less than 2 years	5 days

2 Years but less than 5 years	10 days
5 Years but less than 15 years	15 days
15 Years but less than 16 years	16 days
16 Years or longer	20 days**

****An employee hired after 10/01/83 will be entitled to twenty (20) days vacation after 20 Years or longer.**

- b) If a paid holiday falls within the vacation period of an employee, he shall receive an additional day's vacation with pay.**
- c) If an employee who has been in the Company's employ for at least one (1) year has his services terminated due to lack of work, lay off or resignation with at least two (2) weeks advance notice, he shall be paid pro rata for his vacation at a rate of one twelfth (1/12) of his full vacation for each month worked since his last anniversary date.**
- d) VACATION CREDITS: When an employee is unable to work because of an injury, which occurred while working for the Employer for which Workmen's Compensation payments have been made, the employee shall receive vacation credits for the period of worker's compensation leave limited to one vacation period which follows the date of injury.**
- e) No vacation pay shall be paid to an employee discharged for drunkenness or dishonesty.**
- f) Should any difference arise among employees concerning vacation dates, employees having seniority in length of service shall have preference in selection of week or weeks desired. The vacation periods shall be year round except that employees entitled to any vacation in excess of three (3) weeks shall take such vacation at a time mutually agreeable to the Employer and employee. Vacations must be taken and no employee shall accept pay in lieu thereof.**
- g) Vacation relief shall be worked out at least two (2) weeks before a man goes on vacation and those working the relief shall, except in an emergency, be notified two (2) weeks in advance.**
- h) The Company will determine the number of employee out, on vacation, at any given time.**

ARTICLE IX
SENIORITY

- a) When it becomes necessary to reduce the working force due to lack of work or layoffs, employees will be laid off by Company seniority within a classification. Five (5) work days notice will be given any man thus affected (provided he has been in the Company's employ at least six (6) consecutive months) before reduction is made, and lists will be furnished to the Union.**
- b) Recall shall be in reverse order of layoff. When an employee is laid off, he shall remain on the seniority list for one (1) year from the date of layoff for reemployment purposes**

only. The company will notify the employee by mail. The employee five (5) days within which to notify the Company of his return to work with the Company. Failure to notify the within five (5) days shall be deemed to be a refusal to work and will release the Company from any obligation to rehire the employee. The Union will be furnished a list of men to be returned to service. Whenever there shall be a layoff for lack of work, the Shop Steward shall be the last one laid off. Seniority in the Company's service shall govern shifts in hours of work if men of equal qualifications are available for the changes the company desires to make, and the Shop Steward shall be considered the top man on the seniority list.

- c) When an opening occurs, the Company will either post a notice in the branch or district concerned or inform the Shop Steward two weeks before filling the opening, and the employee with the longest seniority within the needed classification, as provided above shall fill the opening. If the Shop Steward fails to provide such an applicant to the Employer within two (2) weeks after notification of the opening, the Employer has the right to fill the opening. During the two (2) week notification period, the employer may fill the opening on a temporary basis. Once an employee has filled an opening as above, he cannot for twelve (12) months thereafter again apply for another opening.
- d) On each contract anniversary date (12/1), employees' may exercise their seniority by classification for shift bids within their location.
- e) The Company will comply with all laws regarding mandatory retirement.
- f) When one Employer acquires or purchases control of the business of another Employer within the jurisdictional area of the Union, the employees of the Employer so acquired or purchased shall be placed at the bottom of the acquiring or purchasing Employer's seniority roster in order of their original seniority. Full seniority with the former Employer will be honored for vacation purposes only. The Employer and the Union agree to negotiate on other outstanding items not herein covered.
- h) In the event an employee is unable to perform his customary work due to occupational injury or non-occupational disability his employment shall be considered terminated if the absence continues for the following specified periods:
 - Employees with less than 3 years of service - 1 year
 - Employees with more than 3 years of service – 2 years

ARTICLE X **VACANCIES**

If a vacancy occurs or new jobs become available in any classification herein covered, the Company will, so far as it is possible to do so, and in accordance with Article IX(c), give opportunity to employees in a lower classification who may possess sufficient ability to fill such better jobs. Any employee thus affected shall be given thirty (30) days to revert back to the classification and his seniority accumulated within the classification from which he was taken.

ARTICLE XI **GRIEVANCE AND ARBITRATION**

SECTION 1. Should any employee have a grievance or should any dispute arise between the Employer and the Union, as to the meaning, application, performance or operation of any provision of this Agreement, such grievance or dispute shall be taken up for settlement as follows:

- a) The grievance must be submitted by the party or employee aggrieved to the other party in writing and must be presented to the adverse party within five (5) working days from the date the grievance arose or be barred.
- b) The grievance of an aggrieved employee shall be discussed by the employee, his shop steward and the department manager. If such grievance is not satisfactorily adjusted by such discussion, then.
- c) The said grievance shall be discussed by a representative of the Union and a representative of the Employer.
- d) If the Employer or Union has a grievance, the same shall be presented to the other party in writing within the time limits aforesaid but shall be immediately discussed by a representative of the Union and a representative of the Employer.
- e) Where a grievance concerns a matter of contract interpretation and is not satisfactorily settled by the discussions heretofore provided, the matter shall be referred to a Committee of two (2) management and two (2) Union negotiating committee members. The decision of the committee on such matters shall be final and binding.
- f) When any grievance is not satisfactorily settled by the discussions heretofore provided, either the Union or the Employer. may, within ten (10) working days after the answer of the disposition of the grievance, give written notice to the other parties of its desire to arbitrate, and the matter shall then be referred to final and binding arbitration. If timely notice is given, the Employer and the Union shall endeavor to select a party mutually satisfactory to them to act as arbitrator.
- g) If the Employer and the Union cannot agree upon an arbitrator mutually satisfactory to them, either the Employer or the Union may request the American Arbitration Association to submit a list of arbitrators from which an arbitrator may be selected in accordance with the practice of that Board, and the decision of such arbitrator shall be final and binding on both parties.
- h) The parties agree to expedite the grievance and arbitration steps to the end that the controversy will be settled at as early a date as possible.

SECTION 2. The parties hereto specifically agree that the decision of an arbitrator for any matter submitted under the terms of this Agreement shall not in any way alter, modify, substitute, add to, subtract from or change the terms of this Agreement.

SECTION 3. Only the Employer and the Union shall have the right to request arbitration hereunder.

SECTION 4. The fee of the impartial arbitrator shall be shared equally by the parties.

ARTICLE XII
STRIKES, LOCKOUTS AND DISCRIMINATION

- a) No employee shall have his "take-home" wages reduced as a result of the signing of this Agreement. Nothing herein shall prohibit the paying of a higher rate of pay, at the discretion of the Employer. The Union agrees not to sanction any strike, slowdown or stoppage of work and the Company agrees not to declare a lockout during the term of this Agreement. The Company agrees not to hold the Union responsible for any slow-down, strike or stoppage of work not sanctioned by the Union.
- b) The Union agrees that neither it nor its members will engage or participate in or any way support any strike, walkout, sit-down, slowdown, stoppage or refusal to perform duties during the term of this Agreement. The Employer agrees that it will not engage in any lockout during the term of this Agreement. However, any action of the Employer in closing its plant during a general strike, riot or civil commotion for the protection of the vehicles, personnel and/or property shall not be deemed a lockout.
- c) Should there be any interference in the Employer's operation referred to in (a) above by employees of the Employer occur during the terms of this Agreement, the Union, within twenty-four (24) hours after receipt of notice from the Employer, shall advise each employee in writing that the interference has not been called or sanctioned by the Union. The obligation of the Union shall be limited to the performance of each notification and upon compliance by the Union, its officers, agents and members shall have no further liability for any damage suffered by the Employer because of such interference.
- d) The Employer shall have the sole and complete right of discipline including discharge of employees who lead and/or participate in such interference in the Employer's operation and such employees shall not be entitled to or have any recourse to the grievance procedure or any other provision of this Agreement.

ARTICLE XIII

APPRENTICE/TRAINEE PROGRAM

- a) Apprentices/Trainees hired by the Company shall be trained to become Mechanics at the end of a three (3) year period. Apprentices/Trainees hired, who do not show sufficient ability to be trained for Mechanics, shall be dismissed from the program at the six month review periods;
- b) Apprentices/Trainees' pay shall be increased semi-annually so that at the end of the three (3) year period, their rate of pay shall equal the starting rate of pay of Mechanic C. Starting Rate is \$12.50 per hour.
- c) Apprentices/Trainees will be required to attend evening classes for a total of 144 hours per year, or subscribe to an approved Home Study Course or other Company approved program.
- d) The Company agrees to reimburse the apprentice the cost of tuition to school each or the Home Study Course for a period not to exceed three years. Successful completion of each year's study must be attained prior to reimbursement by the Company.
- e) The Apprenticeship sub-committee shall meet on an ongoing basis to update the Apprentice program and language.

- f) Apprentices who have not completed the thirty-six (36) month and/or the 432 hour program described herein shall be subject to layoff prior to any Journeyman classification regardless of Apprentice hire date or position on the seniority list. Upon satisfactory completion of this program the Apprentices shall assume their hire date as their seniority date.

ARTICLE XIV
MILITARY SERVICE

Any employee entering the Armed Service of the United States shall retain his seniority and shall be returned to employment after such service has been terminated in accordance with the provisions of the Universal Military Training and Service Act, as amended, (USERRA).

ARTICLE XV
CHECK-OFF

It is agreed and understood that all initiation fees and monthly dues levied upon members of the Union shall be deducted from those employees' wages who shall, in writing, notify the Company that they consent to having it make such deduction.

ARTICLE XVI
OTHER BUSINESS ACQUIRED

This Agreement shall be binding upon the parties, their successors, and assigns. Any assignment, sale, or transfer by the Employer of its business shall be made subject to this Agreement.

It shall be the obligation of the Employer to bring this Agreement and this Section to the notice of any prospective purchaser, lessee or successor in interest.

The provision of this contract shall apply anywhere the Company presently conducts operations or may in the future conduct operations.

In the event of an assignment, transfer or sale of the business, the Company will give the Union at least thirty (30) days notice.

ARTICLE XVII
INJURY ON THE JOB

An employee injured during this regular shift shall be paid a full day's pay if a doctor states that he is unable to continue work for the day.

ARTICLE XVIII
WORKING CONDITIONS

- a) The Company agrees to furnish heat, hot water and clean toilets for employees working in garage buildings owned by or totally leased to the Company.
- b) The Company shall furnish a place for employees to keep their tools when not on duty.
- c) The Company will provide up to \$15,000 tool insurance. This will cover the loss of personal tools used or stored in our shop when the loss is due to one of the following

perils: fire explosion, windstorm, theft or burglary where there are visible signs of forcible entry into the building or into the mechanic's locked tool box. No reimbursement will be made for disappearance, mysterious or otherwise. To be eligible for tool insurance an employee must submit a tool inventory on an annual basis. The maximum insurance shall be \$450 for tools stolen from a Company vehicle.

- d) When and where metric tools are needed at a specific shop location, the Company and Union will discuss the use thereof on an individual shop basis to enable the mechanics to perform the job.
- e) The Company will supply three (3) changes of work clothes per week. Employees shall be responsible for the return of all work clothes. The Employer agrees to provide four (4) new uniforms (including changes) to covered employees on November 1 of each year of this Agreement. The employees will turn in their four (4) old uniforms and be provided four (4) new sets. The employees' names will be visibly added to uniforms.
- f) Employees who are required to work outdoors shall be issued four (4) weather gear and winter jackets. The employees must return the foul weather gear before a replacement is issued and the jacket at the end of the winter season before a replacement is issued to him.
- g) The Company agrees that employees shall have two (2) coffee breaks in each shift, no coffee break to exceed ten (10) minutes.
- h) Effective December 1, 2017, the Employer shall provide an annual tool allowance of up to \$200.00 upon presentation of receipts from the Technician (Tools must be approved for use in connection with job responsibilities).
- i) Effective December 1, 2017, the Employer shall provide an annual Boot allowance of up to \$200.00 upon presentation of receipts from the Technician (Present practices with respect to Boot allowance shall not be disturbed).

ARTICLE XIX
LEAVE OF ABSENCE

- a) The Company agrees, at the Union's request, to grant a leave of absence without pay to not more than one (1) employee elected to a Union office or as a delegate to any Union activity for any other Union activities or Union missions, provided, however, that the Union shall give not less than one (1) week's prior notice and such leave will not be for more than one (1) week's absence and not more often than twice a year. In the event such a request is made, the Union will endeavor to furnish a capable substitute to relieve such employee.
- b) Employees who have been granted such leave of absence shall, provided such leave of absence shall not have been for more than a one year period, be returned to their former employment upon completion of service for the Union, at the rate of pay in effect at the time of their return and without loss of seniority and without prejudice to any of their rights and privileges.

ARTICLE XX
TIME-OFF

No Employer shall require an employee to substitute another day for his regular day off for a holiday nor to work straight time to make up for lost time.

ARTICLE XXI
HEALTH FUND

- a) Effective 12/1/17, the monthly amount shall be increased by Three Percent (3%) from \$1677.00 to \$1727.00 per employee per month to be split on a 50/50 basis (\$25.00/month Employer & \$25.00/month employee); effective 12/1/18 and effective 12/1/19, the monthly amount to be determined by the Trustees of I.A.M. District 15 Health Fund limited to a maximum increase of Three Percent (3%); and effective 12/1/20, the monthly amount to be determined by the Trustees of I.A.M. District 15 Health Fund limited to a maximum increase of Six Percent (6%). For employees hired before December 1, 2011 the \$25.00/month employee increase in contribution, shall be added to their Twenty (20%) Percent of the total cost of the monthly Health Fund premium and the for all employees hired after December 1, 2011 the \$25.00/month employee increase in contribution, shall be added to their Twenty-Five (25%) percent of the total cost of the monthly Health Fund premium. The word "employee" as used herein means any employee in the bargaining unit regardless of Union affiliation.
- b) The Employer will make such contribution for each employee in the collective bargaining unit (except those employees who “Opt-Out” of medical plan and employees who have not completed their Ninety- (90) calendar day trial period) who, during the preceding month, has worked at least ten (10) work days during such month provided, however, that the Employer shall make a contribution on behalf of any employee who did not work at least ten (10) work days during the preceding month if such employee received disability benefits (whether from the Fund or otherwise) or Workers' Compensation benefits during such month. The Employer shall be obligated to contribute on behalf of an employee receiving disability or Workers' Compensation benefits for a maximum of six (6) months. The Employer shall also make a contribution on behalf of an employee who did not work at least ten (10) workdays during the preceding month if such employee died in said month and was married and/or had dependents covered by the Plan. In determining whether an employee has worked at least ten (10) work days during a month, "work days" shall be interpreted to mean all days on which wages are to be paid pursuant to this Agreement, regardless of whether actual work is performed or not, such as holidays, vacations, sick days, etc. Contributions shall not be payable during an employee's ninety- (90) calendar day trial period. Upon completion of the trial period, the Employer shall make a lump sum payment equal to two (2) month's premium contributions under the same terms and conditions as aforementioned in Section a (75%/25% split) and future monthly contributions shall be in accordance with this Section c – employees who, during the preceding month, has worked at least ten (10) work days during such month provided, however, that the Employer shall make a contribution on behalf of any employee who did not work at least ten (10) work days during the preceding month if such employee received disability benefits (whether from the Fund or otherwise) or Workers' Compensation benefits during such month. The Employer shall be obligated to

contribute on behalf of an employee receiving disability or Workers' Compensation benefits for a maximum of six (6) months. The Employer shall also make a contribution on behalf of an employee who did not work at least ten (10) workdays during the preceding month if such employee died in said month and was married and/or had dependents covered by the Plan. In determining whether an employee has worked at least ten (10) work days during a month, "work days" shall be interpreted to mean all days on which wages are to be paid pursuant to this Agreement, regardless of whether actual work is performed or not, such as holidays, vacations, sick days, etc.

- c) The Employer hereby accepts, ratifies and adopts the Agreement and Declaration of Trust, as amended from time to time, establishing the I.A.M. District No. 15 Health Fund as it were set forth herein in full. The Employer hereby confirms and ratifies the appointment of Jane Goodman, Jeffrey Isaacs and Dennis Schneider, who, with their successors designated in the manner provided in said Agreement and Declaration of Trust, are called Employer Trustees.
- d) The Employer shall make available to the Health Fund any and all pertinent records of the covered employees that the Fund may require in connection with the sound and efficient operation of the Fund. The Fund shall have the right to have the Employer's records audited by an accountant of the Fund's own choosing.
- e) Each present employee (hired prior to 12/1/11) covered by this Agreement shall continue to increase his contribution, through a payroll deduction, effective 12/1/18, effective 12/1/19 and effective 12/1/20 an amount equal to Twenty (20%) percent of the total increase of the monthly Health Fund premium (to be deducted on a weekly basis).
- f) For all employees (except Apprentice/Trainee Classification) hired after December 1, 2011, the monthly premium shall be split on following basis: effective 12/1/18, effective 12/1/19 and effective 12/1/20 75% Company – 25% Employee (to be deducted on a weekly basis). For newly hired apprentices/trainees (December 1, 2011) the Company's contributions to the IAM District No. 15 Health Fund on behalf of said newly hired employees shall be limited to provide for individual coverage for the first 3 years of employment and then be eligible for full coverage on 75/25 basis. In the event that said employee desires to have family coverage during the initial three year's of employment, he/she shall pay the difference for said benefit through a payroll deduction authorization.
- g) Contributions for the preceding month are due and payable on or before the 15th day of each month. Upon the failure of the Employer to make payment of any contribution when due, or to provide records as required herein, the Union and/or the Trustees shall be entitled, at their sole option, to take any action permitted by this Agreement, by the Agreement and Declaration of Trust establishing the Fund and/or by law to collect such contributions, together with interest and liquidated damages as established by the Trustees, attorney's fees, court costs of arbitration and costs of an audit.
- h) Any claim that the Employer has failed to make proper payment or to file proper reports with the Fund may be submitted to arbitration before Roger Maher, if the Employer is located in New York, or to JJ Pierson, if the Employer is located in New Jersey, or to their successors to be chosen by the parties, for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and

subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with the costs of the arbitration, legal fees, audit expenses and interest and liquidated damages as established by the Trustees.

ARTICLE XXII
FRINGE BENEFIT FUND

- a) The Employer hereby agrees to continue to contribute \$55.14 per month per employee in the bargaining unit to the Lodge 447 Fringe Benefit Trust Fund, which contributions shall be used to provide dental/optical care for employees and their eligible dependents covered by this Agreement. In addition to making the contributions, the Employer will file such reports and information as may be necessary for the proper administration of said Fund. The term "employee" as used herein means any employee in the bargaining unit regardless of Union affiliation and regardless of whether said employee has completed his probationary period. Effective 12/1/18, 12/1/19 and 12/1/20, the Employer agrees to contribute the monthly amount to be determined by the Trustees of I.A.M. District 15 Health Fund.
- b) The Employer will make such contribution for each employee in the collective bargaining unit who, during the preceding month, has worked at least ten (10) work days during such month provided, however, that the Employer shall make a contribution on behalf of any employee who did not work at least ten (10) work days during the preceding month if such employee received disability benefits (whether from the Fund or otherwise) or Workers' Compensation benefits during such month. The Employer shall be obligated to make a contribution on behalf of an employee receiving disability or Workers' Compensation benefits for a maximum of six months. Employer shall also make a contribution on behalf of an employee who did not work at least ten (10) workdays during the preceding month if such employee died in said month and was married and/or had dependents covered by the Plan. In determining whether an employee has worked at least ten (10) work days during a month, "work days" shall be interpreted to mean all days on which wages are to be paid pursuant to this Agreement, regardless of whether actual work is performed or not, such as holidays, vacation, sick days, etc. Such contributions shall be payable from the first day of employment.
- c) The Employer hereby accepts, ratifies and adopts the Agreement and Declaration of Trust, as amended from time to time, establishing the Lodge 447 Fringe Benefit Trust Fund as if it were set forth herein in full. The Employer hereby confirms and ratifies the appointment of Jeffrey Isaacs, Tom Connery and Burton Trebour, who, with their successors designated in the manner provided in said Agreement and Declaration of Trust, are called Employer Trustees.
- d) The Employer shall make available to the Fund any and all pertinent records of the covered employees of the Fund that the Fund may require to soundly and efficiently operate the Fund. The Fund shall have the right to have the Employer's records audited by an accountant of the Fund's own choosing.
- e) Contributions for the preceding month are due and payable on or before the 15th of each month. Upon the failure of the Employer to make payment of any contribution

when due, or to provide records as required herein, the Union and/or the Trustees shall be entitled, at their sole option, to take any action permitted by this Agreement, by the Agreement and Declaration of Trust establishing the Fund and/or by law to collect such contributions, together with interest and liquidated damages as established by the Trustees, attorneys' fees, court costs, costs of arbitration and costs of an audit.

- f) Any claim that the Employer has failed to make proper payment or to file proper reports with the Fund may be submitted to arbitration before Roger Maher, if the Employer is located in New York, or to JJ Pierson, if the Employer is located in New Jersey, or to their successors to be chosen by the parties, for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with the costs of the arbitration, legal fees, audit expenses and interest and liquidated damages as established by the Trustees.

ARTICLE XXIII
MACHINISTS MONEY PURCHASE PENSION FUND

- a) The Employer hereby agrees to contribute the following amounts per hour per employee in the bargaining unit (except Apprentice/Trainee Classification) to the Machinists Money Purchase Pension Fund. In addition to making contributions, the Employer will file such reports and information as may be necessary for the proper administration of said Fund. The term employee as used herein means any employee in the bargaining unit regardless of Union affiliation and regardless of whether said employee has completed his probationary period.

<u>Years of Service</u>	<u>Hourly Contribution</u>			
	12/1/17	12/1/18	12/1/19	12/1/20
Less than 2 years	\$.00	\$.00	\$.00	\$.00
2 years to 3 years	\$.12	\$.22	\$.32	\$.42
3 years to 4 years	\$.48	\$.58	\$.68	\$.78
More than 4 years	\$.84	\$.94	\$ 1.04	\$ 1.14

- a) The Employer will make such contribution for each employee in the collective bargaining unit for each hour for which said employee is paid pursuant to the Agreement, regardless of whether actual work is performed or not, such as holidays, vacations, sick days, etc. Such contributions shall be payable from the first day of employment.
- b) The Employer hereby accepts, ratifies and adopts the Agreement and Declaration of Trust, as amended from time to time, establishing the Machinists Money Purchase Pension Fund as if it were set forth herein in full. The Employer hereby confirms and ratifies the appointment of Jeffrey Isaacs, Tom Connery and Burton Trebour, who, with their successors designated in the manner provided in the Agreement and Declaration of Trust establishing the Machinists Money Purchase Pension Fund, are called Employer Trustees.

- c) **The Employer shall make available to the Fund any and all pertinent records of covered employees that the Fund may require to soundly and efficiently operate the Fund. The Trustees shall have the right to have the Employer's records audited by an accountant of the Fund's own choosing.**
- d) **Contributions for the preceding month are due and payable on or before the 15th day of each month. Upon the failure of the Employer to make payment of any contribution when due, or to provide records as required herein, the Union and/or the Trustees shall be entitled, at their sole option, to take any action permitted by this Agreement, by the Agreement and Declaration of Trust establishing the Fund and/or by law to collect such contributions, together with interest and liquidated damages as established by the Trustees, attorneys' fees, court costs of arbitration and costs of an audit.**
- e) **Any claim that the Employer has failed to make proper payment or to file proper reports with the Fund may be submitted to arbitration before Roger Maher, if the Employer is located in New York, or to JJ Pierson, if the Employer is located in New Jersey, or to their successors to be chosen by the parties, for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with the costs of the arbitration, legal fees, audit expenses and interest and liquidated damages as established by the Trustees.**

ARTICLE XXIV
IAM NATIONAL PENSION FUND

- a) **Effective December 1, 2017, the Employer shall contribute \$ 3.70 per hour to the I.A.M. National Pension Fund, for employees in all job classifications covered by this Agreement, except Apprentice/Trainee Classification, who are entitled to receive pay under this Agreement as follows:**
- b) **Effective December 1, 2017 the Employer shall continue to contribute \$0.25 per hour to the I.A.M. National Pension Fund for all employees in the Apprentice/Trainee Classification.**
- c) **The Employer shall continue contributions based on a forty (40) hour workweek while an employee is off work due to paid vacations or paid holidays.**
- d) **Contributions for a new, temporary, probationary, part-time and full time employee are payable after ninety (90) days of employment.**
- e) **The I.A.M. Lodge and the Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.**
- f) **The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this Pension**

Article, other than to increase the contribution rate or to add job classifications or categories of hours for which contributions are payable.

- g) This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provision in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.
- h) Attached hereto and made a part hereof is IAM National Pension Fund Standard Language to be executed by the Employer and the Union.

ARTICLE XXV
DEATH IN FAMILY

In case of death in an employee's immediate family, i.e., spouse, mother, father, sister, step-parents, brother, child, current mother-in-law or current father-in-law or grandparents, the Employer shall grant such employee a maximum of three (3) days off, with pay, for the express purpose of attending services for the deceased. Death certificates or other satisfactory proof of death must be submitted to the Employer.

The employees must be on the seniority list for at least one (1) year. Maximum payment shall not be paid when it results in increased pay for the week for example, if death occurs over a weekend, holiday, vacation or scheduled day off. The elapsed days immediately following death shall be regarded as the days for which pay may be considered but only up to and including the date of the funeral or burial service.

ARTICLE XXVI
JURY DUTY

An employee who is called for examination for jury duty and/or who serves as a juror shall be paid the difference between any jury pay received and the amount of wages lost not to exceed eight (8) hours per day at his regular straight time hourly rate for a maximum of two (2) weeks during the life of this Agreement as a result of such call or service. The employee shall return to work promptly after being released from examination or service.

ARTICLE XXVII
MOONLIGHTING

It is agreed between the Employer and the Union that no employee will work for another Company or go into business for himself while in the employ of the Employer where such business is in competition with the Employer or hinders the employee's ability to perform his regular duties.

ARTICLE XXVIII
STEWARDS

1. The Employer recognizes the right of the Local Union to designate job stewards and alternates from the Employer's seniority list. The authority of job stewards and alternates so designated by the Local Union shall be limited to and shall not exceed the following duties and activities:
 - a) The investigation and presentation of grievances with his Employer or the designated Company representative in accordance with the provisions of the collective bargaining agreement.
 - b) The collection of dues when authorized by appropriate Local Union action.
 - c) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its agents provided such messages and information:
 - i) Have been reduced to writing, or
 - ii) If not reduced to writing are of a routine nature and do not involve work stoppage, slow-downs, refusal to handle goods, or any other interference with the Employer's business.
2. Job Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the Local Union. The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge in the event the job steward or his designated alternate has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. Such discipline or discharge shall be subject to Article XII of the Agreement.

The job steward or his designated alternative shall be permitted reasonable time to investigate, present, and process grievances on the Company property without loss of time or pay during his regular working hours without interruption of the Employer's operation by calling group meeting and, where mutually agreed to by the Local Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the job steward's or his designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Job Steward".

The Employer recognizes the employee's right to be given requested representation by a steward at such time as the Employee reasonably contemplates disciplinary action.

The job steward is recognized by the Employer to have no right to enter into any form or type of agreement with the Employer, except as authorized by the Local Union.

ARTICLE XXIX **DRUG TESTING**

Drug testing programs shall be administered in accordance with Department of Transportation regulations and Company Policy.

ARTICLE XXX
TERM

- a) **This Agreement shall remain in effect from December 1, 2017 through November 30, 2021, inclusive, and from year to year thereafter unless either party desires to change or modify same and shall notify the other party, in writing, sent by registered mail, at least sixty (60) days before the expiration date of the contract or any renewal term thereof.**
- b) **All changes agreed upon in any new contract shall be effective as of the expiration date of this Agreement or any renewal thereof.**
- c) **This contract cancels and supersedes all previous Agreements between the Company and the Union.**

**AUTOMOTIVE MECHANICS
LOCAL UNION NO. 447 OF
DISTRICT 15 INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
AFL-CIO**

**By: _____
Dominic Taibbi, Chairman
Directing Business Representative**

MENDON TRUCK LEASING & RENTAL

By: _____

APPENDIX "A"

of the Agreement by and between the Employer signatory to this Agreement and Automobile Mechanics Local Union No. 447, District #15, International Association of Machinists and Aerospace Workers.

1. CLASSIFICATION AND INCREASES IN HOURLY RATES OF PAY:****

	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>	<u>12/1/20</u>
<u>Mechanic "A"</u>	.70 cents	.70 cents	.70 cents	.80 cents
<u>Mechanic "B"</u>	.60 cents	.60 cents	.60 cents	.70 cents
<u>Mechanic "C"</u>	.55 cents	.55 cents	.55 cents	.65 cents
<u>Mechanic "D"</u>	.50 cents	.50 cents	.50 cents	.60 cents
<u>All other classifications</u>	.50 cents	.50 cents	.50 cents	.60 cents

**** Attached hereto and made a part hereof is a current roster of employees by classification with hourly rates and dates of hire. The Employer shall update said list each anniversary of the collective bargaining agreement and send same to Union.

An employee hired in any of the above classifications may be paid \$1.00 per hour less than the classification rate for the first six months of employment; and \$ 0.50 per hour less than the applicable rate for the second six months of employment. Upon completion of one (1) year of service, the employee shall receive the full hourly rate for the applicable classification.

Working Forepersons will receive One Dollar (\$1.00) per hour more than the Mechanic "A" rate of pay.

Present parts persons receiving the "A" pay rate will continue to be red circled.

Present helpers are red circled as are parts persons but, there will be no new hires as "Helpers".

AUTOMOTIVE MECHANICS LOCAL
UNION NO. 447 OF DISTRICT 15
INTERNATIONAL ASSOCIATION
OF MACHINISTS & AEROSPACE
WORKERS, AFL-CIO

By: _____

**Dominic Taibbi, Chairman
Directing Business Representative**

MENDON TRUCK LEASING & RENTAL

By: _____

I.A.M. NATIONAL PENSION FUND
NATIONAL PENSION PLAN

STANDARD CONTRACT LANGUAGE

A. The Employer shall contribute to the I.A.M. National Pension Fund (the "Fund") for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ 3.70 For each hour For each day **effective 12/1/17**

* All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:

Hourly or daily rate – standard workweek is at least 40 hours based
on 5-day workweek

Hourly rate – standard workweek is at least 40 hours but less than 5
days

Daily rate – standard workweek is 5 days but less than 40 hours

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

The contribution rates above apply to the following job classifications:

All job classifications covered by this Agreement

Only the following job classifications**.

TECHNICIANS

**Note: Any excluded job classifications must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum for each employee as follows (please mark only one):

40 hours per week

2080 hours per year (with no weekly maximum)

No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B they must be listed below:

None

1. Contributions excluded for time lost due to workers compensation and/or disability and/or FMLA or any unpaid leave of absence

D. The parties may negotiate that contributions will continue based on a forty (40) hour workweek when an employee is on unpaid leave for union business:

Yes No

If yes, indicate how long: _____

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, but no later than 60 calendar days after date of hire. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

1. Will contributions begin from date of hire? Yes No

2. If no, will contributions begin after the probationary period but not later than 60 calendar days after date of hire? Yes No

3. If no, indicate the length of time contributions will be excluded (specify calendar or working days) **90 calendar days**.

4. Indicate the length of the probationary period: **90 calendar days**.

5. Does the Company hire temporary employees? Yes No

6. Will contributions for temporary employees begin at date of hire?
 Yes No

7. If no, will contributions for temporary employees begin at 90 calendar days? Yes No

8. If no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) _____.

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM. National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

END OF STANDARD CONTRACT LANGUAGE

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**MENDON TRUCK LEASING AND RENTAL
362 KINGSLAND AVENUE
BROOKLYN, NY 11222**

By _____
Authorized Officer Signature and Title

Date:

EMAIL:

EMPLOYER'S IRS IDENTIFICATION NO. _____

For plants or terminals located at:

FOR THE I.A.M. NATIONAL PENSION FUND

Authorized Officer Signature and Title

Printed Name of Authorized Officer

Date:

EMAIL:

I.A.M. NATIONAL PENSION FUND
NATIONAL PENSION PLAN

STANDARD CONTRACT LANGUAGE

A. The Employer shall contribute to the I.A.M. National Pension Fund (the "Fund") for each hour/day* for which employees in the job classifications listed below are covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$ 0.25 For each hour For each day **effective 12/1/17**

* All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:

Hourly or daily rate – standard workweek is at least 40 hours based
on 5-day workweek

Hourly rate – standard workweek is at least 40 hours but less than 5
days

Daily rate – standard workweek is 5 days but less than 40 hours

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

The contribution rates above apply to the following job classifications:

All job classifications covered by this Agreement

Only the following job classifications**.

APPRENTICE/TRAINEE

**Note: Any excluded job classifications must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum for each employee as follows (please mark only one):

40 hours per week

2080 hours per year (with no weekly maximum)

No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. If the parties agree to any exceptions to Section B they must be listed below:

None

1. Contributions excluded for time lost due to workers compensation and/or disability and/or FMLA or any unpaid leave of absence

D. The parties may negotiate that contributions will continue based on a forty (40) hour workweek when an employee is on unpaid leave for union business:

Yes No

If yes, indicate how long: _____

E. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, but no later than 60 calendar days after date of hire. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

1. Will contributions begin from date of hire? Yes No

2. If no, will contributions begin after the probationary period but not later than 60 calendar days after date of hire? Yes No

3. If no, indicate the length of time contributions will be excluded (specify calendar or working days) **90 calendar days**.

4. Indicate the length of the probationary period: **90 calendar days**.

5. Does the Company hire temporary employees? Yes No

6. Will contributions for temporary employees begin at date of hire?
 Yes No

7. If no, will contributions for temporary employees begin at 90 calendar days? Yes No

8. If no, indicate the length of time contributions will be excluded for temporary employees (specify calendar or working days) _____.

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM. National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

END OF STANDARD CONTRACT LANGUAGE

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**MENDON TRUCK LEASING AND RENTAL
362 KINGSLAND AVENUE
BROOKLYN, NY 11222**

By _____
Authorized Officer Signature and Title

Date:

EMAIL:

EMPLOYER'S IRS IDENTIFICATION NO. _____

For plants or terminals located at:

FOR THE I.A.M. NATIONAL PENSION FUND

Authorized Officer Signature and Title

Printed Name of Authorized Officer

Date:

EMAIL:

IAMAW DISTRICT 15 HEALTH FUND

WAIVER OF BENEFITS

The undersigned employee hereby certifies to the IAMAW District 15 Health Fund (the "Health Fund") that:

I received descriptive materials, booklets and details about the benefits available under the Fund to me (and my eligible dependents). I understand these benefits and have had an opportunity to consider these benefits and ask questions about them.

I understand that under the terms of the collective bargaining agreement between IAMAW District 15 and my employer, _____, I may choose to waive coverage under the Health Fund if I (a) pay all or part of the contribution rate for coverage and (b) have medical coverage through my spouse and provide proof of such coverage. I understand that I may not waive coverage if the contribution rate is fully paid by my employer.

In order to waive coverage I must complete and return this Waiver of Benefits form, together with proof of other medical coverage, to the Health Fund Office within 30 days of the date I would have been eligible under the Health Fund, or if currently enrolled, within 30 days of the date I am first offered the opportunity to waive coverage due to a change in the collective bargaining agreement, in which case participation in the Health Fund will cease as of the first of the month that is at least 30 days after the date proof of other coverage is provided to the Health Fund.

After serious consideration, I voluntarily elect to waive coverage under the Health Fund for myself (and my eligible dependents) and certify that I (and my eligible dependents) have coverage for health care through my spouse from _____ (Attach documentary proof of other coverage).

I understand that under the following circumstances I have the right to specially enroll in the Health Fund:

- If I (or my eligible dependents) involuntarily lose coverage under the other plan listed above because of legal separation, divorce, death, termination of employment, reduction in hours of employment, loss of dependent status, loss of eligibility status under the plan, termination of employer contributions toward such coverage, or exhaustion of COBRA coverage. Loss of coverage due to a failure to timely pay employee premiums or for cause is not considered involuntary. **To be specially enrolled due to a loss of other coverage I must submit an application for enrollment to the Health Fund, together with proof of loss of coverage, within 30 days after the other coverage ends.** Coverage under the Health Fund will be effective the first of the month following receipt by the Fund of the request for special enrollment.
- If I have a new dependent as a result of marriage, birth, adoption, or placement for adoption, I may be able to enroll myself, my spouse and/or my dependents in the Fund, provided that I **submit an application for enrollment to the Health Fund within 30 days after the marriage, birth, adoption, or placement for adoption.** Coverage under the Health Fund will be effective as of the first of the month following receipt by the Health Fund of the request for special enrollment in the case of marriage, or retroactively to when the birth, adoption or placement occurred, provided a request for special enrollment is timely provided to the Health Fund.
- If I and/or my dependents are covered under Medicaid or a state Children's Health Insurance Program (CHIP) and later lose eligibility for such coverage, or become eligible for Medicaid or CHIP premium assistance toward coverage under the Fund, I may be able to enroll myself, my spouse and/or my dependents in the Health Fund, provided that I **request enrollment within 60 days after the loss of coverage or becoming eligible for premium assistance.**

I hereby waive and release these benefits and privileges knowingly and voluntarily under my own free will and will not hold my Employer, the Union or the Fund and/or each of their officers, trustees, employees, agents or representatives, responsible for, or liable for any claims for coverages that would have been or may be available if I (and my eligible dependents) were participating in the Fund. This waiver and release shall be binding on my heirs, assigns and representatives.

EMPLOYEE'S NAME

EMPLOYEE'S SIGNATURE

DATE: _____

SOCIAL SECURITY # _____

SPOUSE'S NAME

SPOUSE'S SIGNATURE

DATE: _____

SOCIAL SECURITY # _____

EMPLOYER VERIFICATION FORM

Employer Name: _____

Address: _____

Re: Employee's Name: _____

The Employer hereby certifies to the IAMAW District 15 Health Fund that the above named employee is in the bargaining unit represented by the Union; that the employee has been advised of his rights and options with respect to participation in the IAMAW District 15 Health Fund; that there has been no promise of or grant of benefits in exchange for the employee's waiver, except as may be provided for in the Union contract; and that the employee may be able to enroll in the Fund under certain circumstances pursuant to the Rules and Regulations adopted by the IAMAW District 15 Health Fund.

By: _____

Date: _____

APPLICATION FOR ENROLLMENT*
IN
IAMAW DISTRICT 15 HEALTH FUND

In accordance with the voluntary opt-out program under the collective bargaining agreement between - _____ and IAMAW District 15, I certify that:

I (or my eligible dependents) no longer have other health coverage through _____
(attach documentary proof of loss of other coverage)

I am newly married (attach copy of marriage certificate)

I have a new dependent child (attach copy of birth certificate, adoption papers, placement papers)

I (or my eligible dependents) am no longer eligible for Medicaid or a state Children's Health Insurance Program (attach proof of loss of eligibility)

I (or my eligible dependents) am eligible for premium assistance under Medicaid or a state Children's Health Insurance Program (attach proof of eligibility)

I hereby apply for enrollment in the IAMAW District 15 Health Fund effective the first day of the month following receipt of this Application for Enrollment by the Health Fund Office (or retroactively for a dependent child). I understand that I will not be eligible for coverage if this Application is not timely filed with the Health Fund.

Employee Name

Employee Signature

Date: _____

Social Security #: _____

Witness: _____

*** This Application for Enrollment must be received by the Health Fund Office within 30 days of your loss of other coverage, marriage, birth, adoption or placement of a child for adoption; or within 60 days of losing eligibility for Medicaid or state Children's Health Insurance Program or becoming eligible to receive premium assistance under Medicaid or state Children's Health Insurance Program.**

