

ALLISON BMW

Allison Bavarian, Inc.
dba AutoWest BMW Mini Mountain View

COLLECTIVE BARGAINING AGREEMENT

June 1, 2008 – May 31, 2011

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS - AFL-CIO
AUTOMOTIVE MACHINISTS DISTRICT LODGE 190
AUTOMOTIVE MACHINISTS LODGE 1101

Employer and the Union are unable to agree upon the selection of a third party within ten (10) days, the Federal Mediation and Conciliation Service shall be petitioned to submit a panel of five arbitrators. Each of the parties shall delete the names of two (2) of the panel and the remaining arbitrator shall decide the issue.

4. It is further agreed that there shall be no cessation of work or lockout during the consideration of any matter by the Board of Adjustment or the Arbitrator, that any expense incurred shall be shared equally by the two parties to this agreement, and the finding of such Arbitrator shall be final and binding upon the parties signatories to this agreement.
5. The time limits provided herein may be extended by mutual agreement of the Union and the Employer.
6. Time for Presenting Grievances: All claims or grievances of any kind, other than for wrongful discharge, must be presented in writing to the other party within ten (10) days after the happening of the event from which claims or grievances arose or be deemed waived. This limit may be extended only by mutual agreement in writing. Failure to comply with this time limit shall mean that the grievance is waived and lost.

ARTICLE 16 – OUTSIDE EMPLOYMENT

The Employer and the Union agree that any employee engaging in auto repair work for profit outside his regular working hours while on the payroll shall be subject to immediate discharge.

ARTICLE 17 – PENSION

The Employer shall pay a monthly contribution in the amount of \$503 on behalf of each eligible employee to the Automotive Industries Pension Trust Fund.

ARTICLE 18 – SENIORITY

1. Seniority is defined as an employee's length of unbroken service with the employer and shall date from the employee's most recent date of hire. An employee promoted to an exempt classification from within the bargaining unit or transferred to another department within the bargaining unit shall continue to accumulate seniority within the department where the employee was working at the time of promotion or transfer for 90 days. For purposes of this agreement, the bargaining unit consists of two departments: (1) BMW technicians and service advisors and (2) MINI technicians and service advisors with neither department being adversely affected by the other on scheduling issues and Saturday work.
2. Seniority shall prevail in the reduction of work forces and the re-employment of

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

Firm Name Allison Bavarian, Inc. dba AutoWest BMW Mini Mountain View

Address 160 E. El Camino Real

City Mountain View State CA Zip Code 94040 Telephone No. (650) 943-1000

Monthly Contribution Rate in Collective Bargaining Agreement

<u>\$503.00</u>	Effective: <u>June 1</u>	<u>2008</u>
<u>\$503.00</u>	Effective: <u>June 1</u>	<u>2009</u>
<u>\$503.00</u>	Effective: <u>June 1</u>	<u>2010</u>

PENSION AGREEMENT

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

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

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

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

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

C. Amount of Payment. The undersigned 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.

OVER

AMPORTS

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

AMPORTS

and

**MACHINISTS' AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA, INTERNATIONAL ASSOCIATION OF
MACHINISTS' AND AEROSPACE WORKERS, AFL-CIO**

AND

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 853

EFFECTIVE DATE:

October 1, 2015 through September 30, 2019

22.3 Modification of Plan Designs to Health and Welfare

The parties may agree to change the carriers and or the plan designs during the term of the Agreement in order to reduce the costs to the employees.

22.4 Payment Due Date for Health and Welfare

Said payments shall be forwarded by the Employer as required by each Trust.

22.5 New Hires and Terminations

For new active "full-time" employees, the first payment is due as required by the Trust.

22.6 Family Medical Leave Act Coverage

Employees may be eligible for continued medical payments by the Employer for leaves that qualify under the Family Medical Leave Act and California Family Rights Act.

22.7 Legislation

Should any legislation be enacted by state or federal government during the life of this Agreement that may affect this Section 22, the parties hereto agree to mutually sit down in conference for the purpose of adjusting this plan to conform with such legislation.

22.8 Liability

If the Employer fails to make the payments per month as provided herein, within ten (10) day after receiving notice of default by the Union, the Employer shall be personally responsible to the Union and the employees herein covered for the benefits which would have been provided by such insurance coverage.

Section 23. Pensions

23.1 Pension Contributions

For each Journeyman and Apprentice, the Employer agrees to contribute and pay into a Pension Trust Fund the sum of Three Hundred Dollars (\$300.00) per month.

The Employer agrees to contribute and pay into a Pension Trust Fund on behalf of all other employees who are covered by this Agreement, the sum of One Hundred Fifty Dollars (\$150.00) per month.

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

Holiday and vacation time paid for but not worked shall be considered as time worked for the purpose of this Section.

23.2 Pension Trust Fund

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

23.3 IRS 401(k) Plan

The Employer agrees to allow the employees to participate in the California Machinists 401(k) Plan. All authorized contributions made to the 401(k) plan will be made on a pre-tax basis using only "employee contributions". The Employer is under no obligation to contribute to the California Machinists 401(k) Plan.

Section 24. Protection of Rights

24.1 Strikes

The Union agrees not to engage in any strikes or stoppages of work during the term of this Agreement.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute, or refuses to go through or work behind any lawful picket line if it has been sanctioned by Joint Council No. 7, IBT, and the Grand Lodge of the International Association of Machinists.

The Union agrees that it will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, or other forms of concerted job action. In the event of an unauthorized work stoppage or other violation of this Section, the Union shall immediately make every effort to persuade the employees to commence the full performance of their duties and shall immediately inform the employees that the work stoppage and/or other job action is unauthorized and in violation of this Agreement.

24.2 Lockout

The Employer agrees not to engage in any lockout during the term of this Agreement.

Section 25. Tool Insurance

25.1 The Employer shall be responsible for replacement in kind of an employee's tools, including tool boxes and rollaways, stolen from the premises of the Employer by reason of illegal breaking and entering while such premises are closed for business, or by reason of fire in the Employer's premises at any time, provided such loss is not attributable to the employee's negligence. Employees are responsible for maintaining a tool inventory on file with the Employer and updating as necessary. Replacement will be limited to the current inventory on file with the Employer.

AUTOMOTIVE INDUSTRIES PENSION FUND

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

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name AMPORTS, Inc.

Address 1997 Elm Road (P.O. Box 315)

City Benicia State CA Zip Code 94510 Telephone No. (707) 746-1485

Monthly Contribution Rate in Collective Bargaining Agreement

Journeyman, Apprentices, Charles Barnett \$300.00 Effective: 10/01/2015

All Others and Teamsters \$150.00 Effective: 10/01/2015

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 (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) 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 5th day of November, 2015.

Machinists Automotive Trades District Lodge 190

Employer: AMPORTS Inc.

Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Randy Scott

(Print Name) Brian Fealy

(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.

ANTIOCH AUTO CENTER

MAY 08 2013

AGREEMENT

Between

ANTIOCH AUTO CENTER

And

**MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA**

For and on Behalf of

**AUTOMOTIVE MACHINISTS LODGE NO. 1173
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

Antioch Auto Center

03/01/2013–02/28/2016

through a separate health insurance plan. An employee that opts out of the Employer's medical plan shall receive \$100 per month.

- 26.3 The current level of coverage and benefits, identified as the Employer's medical plan on January 1, 2013, shall remain in effect for the life of the contract. The Employer's medical plan shall include coverage for a legally qualified domestic partnership.
- 26.4 The total cost for the Employer's medical plan will be recalculated each year on January 1, 2014, January 1, 2015, and January 1, 2016. The adjusted figure shall be evenly allocated between the entire bargaining unit.
- 26.5 Based upon the calculation dates set forth in Section 26.4, the Employer shall bear Seventy-Five percent (75%) of the total cost increase and the remaining Twenty-Five percent (25%) shall be borne by the employees on an apportioned basis. It is agreed and understood that the increase to be borne by members for the remainder of 2010 will be \$20.00 per month for a total payment of \$202.00 per month. The supporting calculations are as follows:

#Example	2009 Premium	24,138.81
	2010 Premium	26,658.49
	Net Increase	2,519.68
	Employer Portion @ 75%	1,889.76
	Employee Portion @ 25%	629.92
	Member's Increase	
	Divide by 31 members	$\div 31$
		20.32
	2010 member's increase	\$ 20.00

- 26.6 Monthly medical co-pay contributions to be paid by employees will be deducted on a pre-tax basis from their paychecks twice per month.
- 26.7 Effective September 1, 2013, bargaining unit employees will pay 25% of all future increases in costs of the health benefits provided by Automotive Industries Welfare Fund.

SECTION 27 RETIREMENT

- 27.1 The Pension Plan shall be the Automotive Industries Pension Trust Fund and shall remain in full force and effect through February 28, 2016. The Employer will also contribute to the California Machinists 401(k) Plan as set forth in Section 27.2.
- 27.2 The monthly retirement contribution amounts for all non-probationary employees, as per Section 3.2, shall be as follows:

Classification	A. I. Pension Fund	California Machinists 401(k) Plan
Journeymen	\$135.00	\$304.00
All Other Employees	\$ 75.00	\$162.00

Journeymen shall be defined as: Master and Journeymen Technicians, Tech 1 Technicians, Parts Technicians, Parts Tech 2 and 3, and Apprentices who have reached 80% of the Journeymen rate.

- 27.3 Pension premiums shall be forwarded to Automotive Industries Pension Trust Fund, 1640 South Loop Road, Alameda, California 94602, as set forth in the document identified as the Automotive Industries Pension Trust Agreement, which is attached hereto and made a part of this agreement.
- 27.4 It is agreed between the parties that the Employer has the right, at its sole discretion, to withdraw from and to cease contributions to the Automotive Industries Pension Trust at any time during the term of this Agreement. Once the Employer elects to cease contributions to the Automotive Industries Pension Trust, the amounts previously paid to the Pension Plan will be shifted to each bargaining unit employee's Machinists 401(k) Plan account.

SECTION 28 ADJUSTMENT OF GRIEVANCES

- 28.1 Should a controversy, dispute or disagreement arise out of the terms or conditions of this Agreement, there shall be no cessation or stoppage of work because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner:
- 28.2 All complaints arising between the parties hereto concerning provisions of this agreement which cannot be satisfactorily adjusted by the system set up within the plant or by the Business Representative of the Union and the Employer or the Employer's Representative shall immediately be submitted for adjustment as follows:
- 28.3 Such complaints from the Union not satisfactorily adjusted must be filed with the Employer within five (5) working days after the matter in dispute or disagreement is alleged to have occurred or first knowledge of an occurrence; provided that any complaints in reference to matters of dismissal must be filed in writing with the Employer within three (3) working days from the date of dismissal. In the event the Employer has cause to file complaint, he shall, likewise, submit in writing the specific matters in dispute or disagreement to the proper representative of the Union within five (5) days. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved.

AUTOMOTIVE INDUSTRIES PENSION FUND

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

RECEIVED POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Antioch Auto Center

Address 1817 Auto Center Drive

City Antioch State CA Zip Code 94509 Telephone No. (925) 778-4800

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$135.00 Journeymen Effective: March 1 2013

Defined Benefit Plan \$ 75.00 All Others Effective: March 1 2013

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

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

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

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(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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(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 (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) 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 30th day of April, 2013.

Machinists Automotive Trades District Lodge 190

Employer: Antioch Auto Center

Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Tom Nokes, President

(Print Name) Rick Rodgers, Business Representative

(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.)

AUTO WEST HONDA



AUTOWEST HONDA FREMONT

COLLECTIVE BARGAINING AGREEMENT

July 1, 2007 - June 30, 2011

**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO
MACHINISTS AUTOMOTIVE TRADES DISTRICT No. 190
EAST BAY AUTOMOTIVE MACHINISTS LODGE No. 1546
TEAMSTERS UNION LOCAL 853**

4. If the employee for whom the Employer has reasonable cause refuses to undergo the testing as described herein, the Employer reserves the right to take disciplinary action, up to and including discharge. Any disciplinary action must be reviewed and approved by the Regional Human Resources Director.

5. The Employer shall also have the right to require that any employee injured in the course and scope of his/her employment shall submit to a drug and/or alcohol test, at the Employer's expense. A positive result on said test will be a violation of this policy. If the employee tests positive or refuses to take such a post-accident drug and/or alcohol test, he/she may forfeit their eligibility for Worker's Compensation benefits.

6. The Employer and the Union agree to comply with any applicable laws or regulations regarding the confidentiality of this process, and in the absence of same, to maintain all information regarding any such issue as confidential as possible, with such information being released on a need to know basis only.

7. To the extent the above provisions conflict with any applicable law, the rights and provisions herein shall be performed in accordance with applicable law.

The Company agrees to comply with all applicable state and federal laws and make reasonable accommodations when required.

ARTICLE XXI -PENSION

The Employer shall pay a monthly premium in the following amounts on behalf of each eligible employee to the Automotive Industries Pension Fund:

\$350.00 per month:

Senior Master Technicians
Journeyman Technicians, Apprentices
Dispatchers, Service Advisors
Senior Parts Counterpersons

\$175.00 per month:

Line Technicians
Lube Technicians
Parts Driver/Stockroom Technicians
Drivers, Porters, Detailers

ARTICLE XXII - EQUAL EMPLOYMENT

1. The Company and the Union subscribe to the principle of equal employment opportunity. Accordingly, neither the Company nor the Union shall discriminate, nor cause, nor attempt to cause, the other to discriminate, against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, national

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

Firm Name AUTOWEST HONDA FREMONT

Address 43285 AUTO MALL CIRCLE

City FREMONT State CA Zip Code 94538 Telephone No. (510) 445-5300

Monthly Contribution Rate in Collective Bargaining Agreement

\$ 350.00 Effective 7/1/07 - FOR JOURNEYMEN
\$ 175.00 Effective 7/1/07 - FOR LINE TECH/TEAMSTERS

PENSION AGREEMENT

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

OVER

AUTOMOTIVE APPRENTICE TRUST

12-11-2000

AGREEMENT

Between

AUTOMOTIVE INDUSTRY APPRENTICESHIP TRUST FUND

And

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL 29**

February 1, 2000 - January 31, 2004



ARTICLE 12. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Western States Office & Professional Employee's Pension Fund, as follows:

Effective 2/1/00 - \$400.00 per month for the account of each eligible employee.

To be eligible for participation in the Plan, an employee, for the purpose of this Article, shall mean any employee who is paid seventy (70) hours or more during the preceding calendar month.

In addition, the employees may defer fifty cents (\$.50) of the wage increase in any year of the Contract on the same effective date as the wage increases into Local 29's Pension Fund. (Must be 100% agreement for all employees.) Further, by mutual agreement between the Employer and the employees, the pension amount may be increased above the fifty cents (\$.50) per hour figure (converted into a monthly rate) on the effective date of said wage increases into Local 29's pension plan.

Should the A. I. Pension Plan become available during the term of this Agreement for the office employees, said employees (100%) along with the concurrence of Local 29 (Union) may make contributions to A. I. Pension in lieu of the OPEIU Pension Plan.

ARTICLE 13. TERMINATION PAY

- (a) Any employee of over three (3) month's continuous service, but less than six (6) months service who may be discharged or laid off shall be given one (1) weeks' notice in writing or one (1) week's pay in lieu thereof. Any employee of over six (6) months' continuous service who may be discharged or laid off shall be given two (2) weeks notice in writing or two (2) weeks pay in lieu thereof. This clause shall not apply when the discharge is because of dishonesty or misconduct. It shall be a reciprocal obligation and a matter of good faith on the part of the employee to give one (1) week's notice in writing after three (3) months service or two (2) weeks notice in writing after six (6) months service in the case of an intended resignation.
- (b) The Employer shall have the right to discharge any employee for just cause, but no employee shall be discharged or discriminated against by reason of Union membership or Union activities.
- (c) Employees shall not be discharged unless the Employer has given the employee a letter of warning (with a copy to the Union) setting forth the complaint. Employee shall be allowed a reasonable period of time to correct such complaint. Letters of complaint will be invalid after a period of six (6) months.

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

May 8, 2012

RECEIVED

PENSION SUBSCRIBER AGREEMENT

ATPA

Firm Name AUTOMOTIVE APPRENTICESHIP TRUST FUND (COORDINATOR)

Address 7717 Oakport Street

City Oakland State CA Zip Code 94621 Telephone No. (510) 569-8450

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>500.00</u>	Effective: <u>MARCH 1</u> <u>20</u> <u>14</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) 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 12th day of February, 2014.

Employer: AUTOMOTIVE APPRENTICESHIP TRUST FUND (COORDINATOR) Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) DON CROSATTO (Print Name) MARK HOLLIBUSH
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

ACCEPTED AND AGREED TO BY THE 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.)

BABBITT BEARING COMPANY

AGREEMENT
BETWEEN
BABBITT BEARING COMPANY
AND
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 190
LOCAL LODGE 1101
EFFECTIVE
AUGUST 1, 2014
THROUGH
JULY 31, 2017



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.

SECTION 21 - BEREAVEMENT LEAVE

Bereavement leave shall be granted to employees with one (1) or more years of service, when a death in the immediate family occurs. Immediate family is defined as mother, father, spouse, children, brother, sister, grandfather, grandmother and current mother-in-law and father-in-law. Where the funeral takes place in California the employee will receive up to Three (3) days paid bereavement leave in the event that the funeral takes place outside of California the employee shall receive Three (3) days paid bereavement leave plus Two (2) days from their sick leave bank. The employer may request proof of attendance at the funeral. Only payable if the employee attends the funeral. A death certificate or other proof may be requested.

SECTION 22 - PENSION FUND

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) Employees eligibility for benefits will be determined under the rules of the Pension Fund and the Pension Agreement signed by the Employer.
- (b) New hires will be eligible for Health and Welfare (complete package) on the first of the month following the date of completion of their probationary period.
- (c) Employer contributions will be payable on the employees as provided in the Pension Agreement at the following monthly contribution rates:

August 1, 2014 - \$381.66

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.

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.

SECTION 23 – HEALTH & SANITATION REGULATIONS

- (a) First aid equipment must be available in the shops at all times.
- (b) The Employer agrees to observe all laws and regulations pertaining to safety, health, and sanitation.
- (c) The Employer shall provide adequate heat and ventilation in the shop at all times.

SECTION 24 - AUTHORITY

The undersigned warrants, asserts and agrees that this document is executed by him with full authority to represent and bind any firm, partnership, corporation, or association of which he is a partner, officer, representative or member.

SECTION 25 - OBLIGATION

If this Agreement is signed by the members of a partnership it shall apply to them and each of them individually. In the event of a dissolution or termination of said partnership or in the event of a merger, consolidation or any legal change whatsoever with respect to any Employer, any obligations hereunder shall be binding on any assign, successor, legal representative or lessee of such Employer.

SECTION 26 - VALIDITY

If any provision of this Agreement is declared invalid or the applicability thereof to any person, circumstance or thing is held invalid, the validity of the remainder of this Agreement and/or the applicability thereof to any other person, circumstance or thing shall not be affected thereby.

SECTION 27 - DISCHARGE OF EMPLOYEES

The Employer reserves unto himself the right to discharge or lay off any person in his employ for just cause, and to designate the number of persons necessary to the performance of any particular task or services.

The Union shall have the right to protest any such discharge or layoff providing such protest shall be presented in writing to the Employer and his authorized bargaining

AUTOMOTIVE INDUSTRIES PENSION FUND

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May 8, 2012

RECEIVED

AUG 14 2012

ATPA

PENSION SUBSCRIBER AGREEMENT

Firm Name Babbitt Bearing Company

Address 1170 North 5th Street

City San Jose State CA Zip Code 95112 Telephone No. (408) 298-1101

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>381.66</u>	Effective: <u>August 1</u> 20 <u>14</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:

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

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(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 (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) 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 5 day of August, 2014.

Employer: Babbitt Bearing Company Union: IAM & AW Local 1101

Authorized by (Print Name) Stan Sinn (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.

BAY AREA DENT FREE, INC.