

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

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

**F. Plan Documents.**

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27 day of December, 2012.

Employer: Haight Street Garage Union: IAM & AW, Local 1414

Authorized by (Print Name) John M. Lazar (Print Name) Arthur J. Gonzalez  
 (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.)

## HANSEL FORD LINCOLN-MERCURY

RECEIVED

ATPA

**AGREEMENT**

**BETWEEN**

**DISTRICT LODGE #190  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO**

**AND**

**HANSEL FORD-LINCOLN-MAZDA**

**April 1, 2012 – March 31, 2015**

(b) The company agrees any dispute with respect to benefits or entitlement thereto shall be resolved pursuant to the grievance-arbitration procedures herein contained.

(c) Change deductible to \$250/\$500 PPO rate at 90%, non PPO rate at 70%. Emergency hospital and/or physician services outside of the preferred provider service area will be reimbursed at 80% rate after the deductible. Non-emergency service outside the preferred provider service area will be reimbursed at the non-preferred provider rate after the deductible.

(d) Employer agrees to continue Health & Welfare premium payments for at least three (3) months on behalf of employees incapacitated from work due to extended illness or accident.

(e) Employer agrees to continue Health and Welfare premiums for six (6) months on behalf of an employee incapacitated from work due to an injury or accident sustained on the job.

(f) Participation will be payroll deducted on a pre-tax basis.

(g) The Company has the right to move to a fully insured Health Care Plan. Any savings from moving to this plan will be passed on to the employee.

#### **SECTION 18. PENSIONS and 401k PLAN**

(a) Effective May 1, 2005, the Employer agrees to contribute to the Automotive Industries Pension Trust Fund and the Hansel Ford 401k Plan the sum listed below for the appropriate categories per month per employee covered by this Agreement. This sum shall be paid for the life of this Agreement. All current employees will be vested immediately in the Hansel Ford 401k Plan. Management reserves the right to implement a vesting schedule for all new hires, if turn-over ratios warrant this position. Contributions are required in the month following the last date of active employment. Active employment does not include vacation or holidays after the last date of active employment. For example, for an employee terminated in January, payment is due in February (for January employment). The first payment is due on the first day of the second month following the date of hire. For example, for an employee hired in January, payment is due in March (for February hours).

Employees to pay the surcharge of 5% each year of the agreement that Automotive Industries will implement effective January 1, 2013 per month per employee required by the Trust Fund. The Company will not be responsible for any portion of the surcharge.



**Employer's Monthly Pension Contribution:**

	<u>Journeyman</u>	<u>Maintenance</u>
January 1, 2013	\$30.00	\$25.00
January 1, 2014	\$30.00	\$25.00

**Employee's Monthly Surcharge Contribution:**

	<u>Journeyman</u>	<u>Maintenance</u>
January 1, 2013	\$1.50	\$1.25
January 1, 2014	\$3.08	\$2.56
January 1, 2015	\$4.73	\$3.94

**Hansel Ford 401k Plan**

<u>Journeyman</u>	Effective April 1, 2012	\$230.00
	Effective April 1, 2013	\$230.00
	Effective April 1, 2014	\$230.00
<u>Maintenance</u>	Effective April 1, 2012	\$105.00
	Effective April 1, 2013	\$105.00
	Effective April 1, 2014	\$105.00

(b) It is understood and agreed by the parties signatory hereto that the monthly contributions required herein shall be made by the Employer for the benefit and the account of each eligible regular employee covered by this Agreement for his future pension or retirement credit.

(c) Effective May 1, 2005, the Employer will stop participation in the California Machinists 401K Plan.

(d) It is understood and agreed by the parties signatory hereto that the monthly contributions required herein shall be made by the Employer for the benefit and the account of each eligible regular employee covered by this Agreement for his future pension or retirement credit.

(e) The Employer agrees to be bound by the terms and conditions of the Pension Trust Agreement, and the decisions of the Fund's Trustees to the extent not inconsistent with the terms and provisions of this Agreement.

# AUTOMOTIVE INDUSTRIES PENSION FUND

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

## PENSION SUBSCRIBER AGREEMENT

Firm Name Hansel Ford-Lincoln-Mazda  
Address 3075 Corby Avenue  
City Santa Rosa State CA Zip Code 95407 Telephone No. (707) 543-7300

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$30.00 Journeyman/\$25.00 Maintenance Effective: April 1 2012

IARP Plan \$                      Effective:                      20                     

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

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

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

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

**F. Plan Documents.**

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20 day of December, 2012.

International Association of Machinists & Aerospace Workers

Employer: Hansel Ford-Lincoln-Mazda

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

Authorized by (Print Name) Justin Hansel

(Print Name) Thomas J. Brandon, Area Director

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

(Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

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

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

HAYWARD FORD, INC.



RECEIVED

MAR 11 2012

ATPA

# **HAYWARD FORD, INC. dba THE FORD STORE SAN LEANDRO**

## **COLLECTIVE BARGAINING AGREEMENT**

**February 1, 2008 - June 30, 2012**

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INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO  
MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190  
EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546  
TEAMSTERS AUTOMOTIVE EMPLOYEES LOCAL 78



- (c) The Employer shall only test for alcohol or illegal narcotics (excluding drugs prescribed with permission of a physician);
- (d) All testing shall be at the full expense of the Employer and the employee shall remain "on-the-clock" while being testing;
- (e) The Employer shall only conduct urinalysis testing;
- (f) All tests shall be conducted by a state-licenses laboratory; and the extracting of urine samples must be done by or under the supervision of said laboratory;
- (g) If the employee tests positive, the Employer shall allow the employee, if the employee so requests, to have the urine sample tested, by whatever means the employee designates, by a second independent laboratory, at the Employer's expense;
- (h) The Employer shall observe all applicable laws as to the confidentiality of the medical information obtained through the procedures described herein;
- (i) The first time an employee tests positive on the Employer's test, and on the second test (if one is requested by the employee), the employee shall have the option of undergoing a recognized treatment program and taking a leave as described in section 1025, et seq., of the California Labor Code in lieu of being disciplined;
- (j) If the employee for whom the Employer had reasonable cause refuses to undergo the testing as described herein, if an employee refuses to undergo treatment, or if an employee tests positive, a second time within a one (1) year period after having undergone treatment, the Employer reserves the right to take disciplinary action, up to and including discharge, against the employee;
- (k) To the extent the above provisions conflicts with any applicable law, the rights and provision herein shall be performed in accordance with applicable law.

## ARTICLE XXII.

## PENSION

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

Effective February 1, 2008

Journeyman and Apprentice Technicians, Parts People,  
Service Advisors & Dispatcher: \$375.00

Installers, Stockroom/Driver, Detailers,  
Lot Attendants: \$187.50

New Hires shall be eligible for Pension contributions on the first of the month following the

date of completion of their Probationary period.

2. The Employer further agrees to sign the Pension Subscriber Agreement which is attached to and incorporated herein by reference thereto.

## ARTICLE XXIII. MACHINISTS 401K PLAN

1. It is agreed that employees may voluntarily participate in the California Machinists 401(k) Plan by means of payroll deduction. The Employer's sole obligations thereunder shall be limited to (1) making those payroll deductions which have been properly authorized in writing by individual employee participants, and (2) forwarding salary deferral contributions which have been payroll-deducted on behalf of employee participants to the 401(k) Plan Administrator. The Employer shall make no contributions to the Plan and shall have no other obligation thereunder other than those expressly stated above, notwithstanding any amendment to the Plan Document stating otherwise. It is agreed that the form and amount of payroll deductions permitted under this Agreement, notwithstanding anything to the contrary contained in the Plan Document or any subsequent amendment thereto, shall be made weekly based on full percentage points of the employee participant's weekly gross pay, with a minimum deduction of one percent (1%) and a maximum of fifteen percent (15%) of weekly gross pay. The Union shall indemnify and hold harmless the Employer against any or all suits, claims or obligations that may arise by reason of the application of the provisions of this Section.

2. Trust Agreements: Notwithstanding the Trust Agreements establishing the California Machinists 401K Trust and any subsequent amendments or modifications thereto stating otherwise, the Employer shall make no contributions and shall have no obligations thereunder other than (1) making those payroll deductions which have been properly authorized in writing by the individual employee participants; and (2) forwarding the salary deferral contributions which have been payroll deducted on behalf of the employee participants; and (3) the payroll deductions shall be made of an exact dollar amount within the minimum and maximum deductions established by the Internal Revenue Code and regulations promulgated thereunder. The Union shall indemnify and hold harmless the Employer against any and all suits, claims or obligations that may arise by reason of the application of the provisions of this Article.

## ARTICLE XXIV. EFFECTIVE AND ANNIVERSARY DATE

This Agreement shall be in full force and effect for a period of time commencing on February 1, 2008 except as otherwise provided for elsewhere in this agreement and ending June 30, 2012. From and after July 1, 2012, this Agreement shall continue for yearly terms commencing with said date unless either of the parties gives to the other a sixty (60) day notice in writing immediately prior to said July 1, 2012 and each July 1 thereafter, expressing the desire of said party to terminate or revise and amend said Agreement. In the event of a notice desiring to revise and amend said Agreement, said notice shall not serve to terminate this Agreement, but merely to provide the necessary procedure for the revision of the Agreement to conform to changed conditions; it being the intent and agreement of the parties that upon the expiration of any yearly term, the following yearly term shall automatically take effect, irrespective of whether or not notice of revision is given; if no notice of desire to amend is given, the provisions of the

Firm Name HAYWARD FORD, INC. dba THE FORD STORE SAN LEANDRO

Address 1111 MARINA BLVD.

City SAN LEANDRO

State CA

Zip Code 94577

Telephone No. (510) 352-2000

Monthly Contribution Rate in Collective Bargaining Agreement

\$ 375.00 Effective: FEB. 1 20 08 - JOURNEYMEN  
\$ 187.50 Effective: FEB. 1 20 08 - INSTALLERS  
\$ \_\_\_\_\_ Effective: \_\_\_\_\_ 20 \_\_\_\_\_

RECEIVED

MAR 11 2008

ATPA

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

## HENRY CURTIS FORD

RECEIVED

Oct 1 2012

ATPA

**AGREEMENT**

**BETWEEN**

**DISTRICT LODGE #190  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO**

**AND**

**HENRY CURTIS FORD**

**OCTOBER 1, 2012 – SEPTEMBER 30, 2015**



EE + Children	\$333	\$220
EE + Family	\$576	\$370
2014 100% of Health Care costs		

	<u>Kaiser Rates*</u>	<u>PPO</u>	<u>HRA Rates</u>
EE Only		\$90	\$60
EE + Spouse		\$430	\$250
EE + 1 Child		\$260	\$150
EE + Children		\$370	\$222
EE + Family		\$640	\$370

\*Kaiser rates for the years 2013 and 2014 will be whatever the cost is for the plan each year.

(e) Change deductible to \$250/\$500 PPO rate at 90%, non PPO rate at 70%. Emergency hospital and/or physician services outside of the preferred provider service area will be reimbursed at 80% rate after the deductible. Non-emergency service outside the preferred provider service area will be reimbursed at the non-preferred provider rate after the deductible. This will become effective September 1, 2012.

(f) Employer agrees to continue Health & Welfare premium payments for at least three (3) months on behalf of employees incapacitated from work due to extended illness or accident.

(g) Employer agrees to continue Health & Welfare premiums for six (6) months on behalf of an employee incapacitated from work due to an injury or accident sustained on the job.

#### SECTION 18. PENSIONS:

(a) Effective November 1, 2007, the Employer agrees to contribute to the Automotive Industries Pension Trust Fund and the Hansel Enterprises 401k Plan the sum listed below for the appropriate categories per month per employee covered by this Agreement. This sum shall be paid for the life of this Agreement. All current employees will be vested immediately in the Hansel Enterprises 401k Plan. Management reserves the right to implement a vesting schedule for all new hires, if turnover ratios warrant this position. Contributions are required in the month following the last date of active employment. Active employment does not include vacation or holidays after the last date of active employment. For example, for an employee terminated in January, payment is due in February (for January employment). The first payment is due on the first day of the second month following the date of hire. For example, for an employee hired in January, payment is due in March (for February hours).

As of 10/1/07, the AI Pension Plan allows a maximum of 25% to be invested in a 401k Plan. If the maximum Provision Rule increases during the term of this agreement, than the Company will increase contributions to the 401k Plan and decrease contributions to the AI Pension Plan to the maximum/minimum allowed.

Employees to pay the surcharge of 5% each year of the agreement that Automotive Industries will implement effective January 1, 2013 per month per employee required by the Trust Fund. The Company will not responsible for any portion of the surcharge.

**Employer's monthly Contribution:**

	<u>Journeyman</u>	<u>Maintenance</u>
January 1, 2013	\$195.00	\$97.50
January 1, 2014	\$195.00	\$97.50
January 1, 2015	\$195.00	\$97.50

**Employee's monthly Contribution:**

	<u>Journeyman</u>	<u>Maintenance</u>
<u>January 1, 2013</u>	<u>\$9.75</u>	<u>\$4.88</u>
<u>January 1, 2014</u>	<u>\$10.24</u>	<u>\$5.12</u>
<u>January 1, 2015</u>	<u>\$10.75</u>	<u>\$5.34</u>

**Hansel Enterprises 401k Plan**

Journeyman	Effective October 1, 2012	\$65.00
	Effective October 1, 2013	\$65.00
	Effective October 1, 2014	\$65.00
Maintenance	Effective October 1, 2012	\$32.50
	Effective October 1, 2013	\$32.50
	Effective October 1, 2014	\$32.50

(b) Effective November 1, 2007, the Employer will stop participation in the California Machinists 401K Plan

(c) It is understood and agreed by the parties signatory hereto that the monthly contributions required herein shall be made by the Employer for the benefit and the account of each eligible regular employee covered by this Agreement for his future pension or retirement credit.

(d) The Employer agrees to be bound by the terms and conditions of the Pension Trust Agreement, and the decisions of the Funds Trustees to the extent not

inconsistent with the terms and provisions of this Agreement.

#### SECTION 19. WEEKLY PAY PERIODS:

Effective October 30, 1989, employees may be paid once every two weeks on Friday at noon. Technicians will receive a copy of all back-flag R.O.'s and time-flags (other than recheck or mis-repaired vehicles) within 30 days of the last time punch on the hard card.

Company will go to bi-monthly pay periods pay days will be on the 9<sup>th</sup> and 24<sup>th</sup> of each month. Company will work with all employee through the conversion when implemented.

#### SECTION 20. GRIEVANCE SETTLEMENT PROCEDURES:

(a) The Employer and the Union agree to meet and deal with each other or through their duly authorized representatives only on the adjustment of disputes arising from the interpretation or application of the expressed provisions in this Agreement.

(b) Grievances or disputes arising from the interpretation or application of the provisions of this Agreement must be submitted in writing to the Employer by the grievant within five (5) work days from the date the incident, giving rise to the grievance, is alleged to have first occurred. Grievances not adjusted satisfactorily between the employee and his supervisor, or their respective representatives, shall be referred to a Grievance committee for settlement as hereinafter provided. Grievances or disputes going before the Grievance Committee must be in writing citing the specific provisions of this Agreement allegedly violated and the relief sought. To be timely, the grievance must be referred to the Grievance Committee within two (2) weeks after the incident is alleged to have first occurred. In the event the Grievance Committee is unable to resolve the matter, the grievance shall then be referred to an impartial arbitrator for final and binding settlement.

(c) The grievance Committee shall be composed of two (2) representatives chosen by the Employer and two (2) representatives chosen by the Union.

(d) It is agreed that all decisions rendered by the impartial arbitrator or a majority of the Grievance Committee shall be final and binding upon the parties signatory hereto. The expenses incident to arbitration shall be borne one-half by the Employer and one-half by the Union. All discharge cases in dispute must be appealed in writing within three (3) work days of the date of discharge.

# AUTOMOTIVE INDUSTRIES PENSION FUND

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

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

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

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name Henry Curtis Ford

Address 1120 Auto Center Drive

City Petaluma State CA Zip Code 94954 Telephone No. (707) 769-2300

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 195.00 Jrn. / \$97.50 Maint. Effective: October 1, 2012

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

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

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



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

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

**F. Plan Documents.**

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27<sup>th</sup> day of December, 2012.

International Association of Machinists & Aerospace Workers

Employer: Henry Curtis Ford

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

Authorized by (Print Name) Justin Hansel, General Manager (Print Name) Thomas J. Brandon, Area Director

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

(Signature)

(Signature)

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



## HERTZ CORPORATION (LOCAL 1101, -15)

**THE HERTZ CORPORATION  
(Rent-A-Car Stations)  
San Jose, California**

**Collective Bargaining Agreement**

**October 1, 2013 – September 30, 2016**

International Association of Machinists & Aerospace Workers, AFL-CIO  
Machinists Automotive Trades District No. 190  
San Jose Auto Mechanics Union Local No. 1101

provided within five (5) days of its submission, unless shall be presented to the Zone Maintenance Manager by the Union Representative.

Failure to settle the grievance within five (5) days, unless mutually extended by the parties, the matter shall be referred to a Board of Adjustment upon written request of either party. All days referenced shall exclude Saturdays, Sundays, and holidays.

The Board of Adjustment shall consist of two (2) representatives of the Union and two (2) representatives of the Employer. No member of the Union or the Employer or any of his representatives, directly involved in, or a party to this dispute, shall be eligible to serve as a member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. In the event that the Board of Adjustment is unable to reach a decision by majority or unanimous vote on any such matter, such dispute shall be referred to an impartial arbitrator whose decision shall be final and binding on all parties. Each side shall pay one-half (1/2) the charges of such arbitrator.

The Board of Adjustment and/or the impartial arbitrator shall have no power or authority to change, modify, add to or alter any Section of this Agreement.

## **ARTICLE 10 – PENSION PLAN**

**SECTION 1:** The Corporation agrees to contribute to the Automotive Industries Pension Fund for each eligible employee working under the terms of this Collective Bargaining Agreement. The monthly contribution rates will be as follows:

Effective October1, 2010 - \$293.33 per employee, per month.

The Company's monthly contribution to the Automotive Industries Pension Fund shall be increased by 5% each year for eligible employees as provided for by the Pension Rehabilitation Plan and set forth in an amended Pension Subscriber Agreement to be executed by the parties within 30 thirty calendar days following ratification of the successor Agreement.

## **ARTICLE 11 – GARMENTS**

**SECTION 1:** The Employer agrees to furnish and launder two (2) pairs of coveralls per week for each employee covered by this Agreement. Should the Employer require wearing apparel of a special type, color and design, he will also furnish and launder this garment.

**SECTION 2:** The Employer shall reimburse the employee for a complete loss of required hand tools due to fire, theft, or catastrophe on the Employer's premises, less \$25.00 on each such loss. Claims will be honored only for tools which have been on an appropriate inventory form filed with the Employer. The employee shall notify, the employee whenever he removes his tools from the Employer's premises. The maximum reimbursement under this provision shall be \$25,000.00 for each loss.

# AUTOMOTIVE INDUSTRIES PENSION FUND

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May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

RECEIVED  
SEP 19 2013  
ATPA

Firm Name HERTZ CORP. (SAN JOSE, CA.)  
Address 14501 HERTZ QUAIL SPRINGS PARKWAY  
City OKLAHOMA CITY State OK. Zip Code 73134 Telephone No. (405) 775-6077

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 293.33 Effective: JAN. 1, 2013

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

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

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



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

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

**F. Plan Documents.**

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 31<sup>ST</sup> day of DECEMBER, 2012.

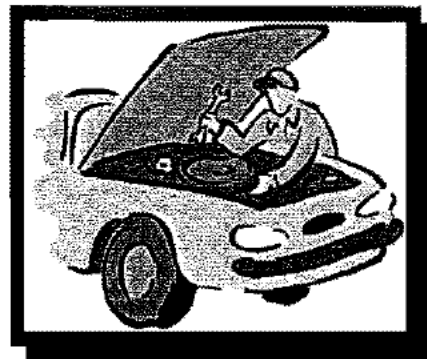
Employer: HERTZ CORP Union: MACHINIST AUTO TRADES 1401

Authorized by (Print Name) JEFFREY R. NAYDA (Print Name) RICHARD BRECKENRIDGE  
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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



## HERTZ CORPORATION (LOCAL 1414, -21)



# **THE HERTZ CORPORATION**

**South San Francisco, California**

## **COLLECTIVE BARGAINING AGREEMENT**

**October 1, 2013 through September 30, 2016**

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

SECTION 5. The Employer agrees to abide by all of the terms and conditions of the Trust Agreement creating Automotive Industries Welfare Fund and/or the Bay Area Automotive Group Trust Fund as it has or may be modified, altered or amended and all regulations and rules of the Board of Trustees of such Trust. Such Employer further agrees to abide by the method of selection of the Trustees of such Trust as specified in said Trust.

SECTION 6. Reopener Clause. The Board of Trustees or its designated representative will, no later than September 1, 2014, provide the Employer with verifiable certification of the Fund's compliance with the provisions of the Patient Protection and Affordable Care Act (PPACA) effective as of January 1, 2015, including but not limited to the Act's minimum value and affordability requirements. Certification of compliance with the provisions of the PPACA effective as of January 1, 2016, will be provided to the Employer no later than September 1, 2015. In the absence of such certifications, the parties agree to reopen the Agreement no later than thirty (30) days from the applicable September 1 for the sole purpose of negotiating new or amended health care plans and terms.

## **ARTICLE 15** **PENSION PLAN**

SECTION 1. The Employer agrees to abide by all of the terms and conditions of the Trust Agreement creating the Automotive Industries Pension Trust Fund as it has been or may be modified, altered, or amended and all regulations and rules of the Board of Trustees of such Trust as may be adopted from time to time. The Employer further agrees to abide by and be bound by the method of selection of the Trustees of such Trust as specified in said Trust.

SECTION 2. The Employer agrees effective October 1, 2013, and for the full duration of the Agreement, to pay to the Administrator of the Automotive Industries Pension Trust Fund a sum of three hundred thirty dollars (\$330.00) per month per employee. In addition to the above contributions, the Company's monthly contribution to the Automotive Industries Pension Fund shall be increased by five percent (5%) a year for eligible employees in accordance with terms and schedules set forth in the Pension Subscriber Agreement to be executed by the parties within thirty (30) calendar days following ratification of the successor Agreement.

SECTION 3. If the Employer fails to pay the Premiums for the Pension benefits herein provided, the Employer shall be personally responsible to the employees herein covered for the benefits which have been provided by such coverage.



# PENINSULA AUTO MACHINISTS LODGE NO. 1414

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

150 SOUTH BOULEVARD • SAN MATEO, CALIFORNIA 94402-2470  
(650) 341-2689 • FAX: (650) 341-4050



RECEIVED

APR 02 2013

ATPA

## LETTER OF UNDERSTANDING

between

HERTZ CORPORATION

and

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF  
NORTHERN CALIFORNIA for and on behalf of PENINSULA AUTO  
MACHINISTS LOCAL 1414**

This Letter of Understanding made and entered into this 1<sup>st</sup> day of February, 2013, by and between HERTZ CORPORATION, hereinafter referred to as the "Employer", and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA for and on behalf of PENINSULA AUTO MACHINISTS LOCAL 1414, hereinafter referred to as the "Union".

The provisions of the Rehabilitation Plan of the Automotive Industries Pension Plan ("Rehab Plan"), which was in effect when the Collective Bargaining Agreement between HERTZ CORPORATION and MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA for and on behalf of PENINSULA AUTO MACHINISTS LOCAL 1414 was ratified, originally stipulated that a 12.5% per year increase in pension contributions would be necessary effective January 1, 2013. However, on April 29, 2012, the Board of Trustees of the Automotive Industries Pension Trust Fund ("the Fund") issued a document revising the necessary increase in pension contributions as a part of the Rehab Plan from 12.5% per year to 5% per year effective January 1, 2013.

Therefore, per the Fund document dated April 29, 2012, the Employer and the Union agree that beginning January 1, 2013; an increase in pension contributions of 5% per year will be made in accordance with the provisions of the Rehab Plan.

It is understood that this Letter of Understanding will expire simultaneously with the expiration date of the Collective Bargaining Agreement on October 1, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their authorized representatives as of the 31<sup>st</sup> day of December, 2012.

EMPLOYER:  
HERTZ CORPORATION

Redacted by the U.S. Department of the  
Treasury

Date: 3/29/13

GH/rsh/Opaiu-29/02-26-2013

UNION:  
MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA,  
Local 1414

Redacted by the U.S. Department of  
the Treasury

Garry Harrocks, Business Representative

Date: 2/26/13

Affiliations

CALIFORNIA CONFERENCE OF MACHINISTS • CALIFORNIA STATE FEDERATION OF LABOR • AFL-CIO

# AUTOMOTIVE INDUSTRIES PENSION FUND

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

## PENSION SUBSCRIBER AGREEMENT

Firm Name HERTZ CORPORATION

Address 1 Airport Drive

City Oakland State CA Zip Code 94621 Telephone No. ( 510 ) 633-4370

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>330.00</u>	Effective: <u>DECEMBER 1 20 12</u>
IARP Plan	\$ _____	Effective: _____ 20 _____

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

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

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

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

**F. Plan Documents.**

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 27<sup>th</sup> day of February, 20 13.

Employer: HERTZ CORPORATION Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA, LOCAL 1414

Authorized by (Print Name) JEFFREY NAYDA (Print Name) GARRY HORROCKS  
Redacted by the U.S. Department of the Treasury Redacted by the U.S. Department of the Treasury  
(Signature) [Redacted] (Signature) [Redacted]

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.)



## EAST BAY AUTOMOTIVE MACHINISTS LODGE No. 1546

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

10260 MACARTHUR BOULEVARD, OAKLAND, CALIFORNIA 94605  
AREA CODE 510 638-6705 • FAX 510 638-1840

**Affiliations:**

California Conference of Machinists  
Northern California  
Automotive Machinists Coordinating Committee  
East Bay Automotive Council  
Northern California United Food & Drug Council

**Affiliations:**

Machinists Automotive Trades District Lodge #190  
of Northern California  
California Labor Federation AFL-CIO  
Alameda County Central Labor Council  
Contra Costa County Central Labor Council

APR 02 2013

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### LETTER OF UNDERSTANDING

between

**HERTZ CORPORATION**

and

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF  
NORTHERN CALIFORNIA for and on behalf of EAST BAY  
AUTOMOTIVE MACHINISTS  
LOCAL LODGE 1546**

This Letter of Understanding made and entered into this 1<sup>st</sup> day of February, 2013, by and between HERTZ CORPORATION, hereinafter referred to as the "Employer", and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA for and on behalf of EAST BAY AUTOMOTIVE MACHINISTS LOCAL LODGE 1546, hereinafter referred to as the "Union".

The provisions of the Rehabilitation Plan of the Automotive Industries Pension Plan ("Rehab Plan"), which was in effect when the Collective Bargaining Agreement between HERTZ CORPORATION and MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA for and on behalf of EAST BAY AUTOMOTIVE MACHINISTS LOCAL LODGE 1546 was ratified, originally stipulated that a 12.5% per year increase in pension contributions would be necessary effective January 1, 2013. However, on April 29, 2012, the Board of Trustees of the Automotive Industries Pension Trust Fund ("the Fund") issued a document revising the necessary increase in pension contributions as a part of the Rehab Plan from 12.5% per year to 5% per year effective January 1, 2013.

Therefore, per the Fund document dated April 29, 2012, the Employer and the Union agree that beginning January 1, 2013; an increase in pension contributions of 5% per year will be made in accordance with the provisions of the Rehab Plan.

It is understood that this Letter of Understanding will expire simultaneously with the expiration date of the Collective Bargaining Agreement on October 1, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their authorized representatives as of the 31<sup>st</sup> day of December, 2012.

EMPLOYER:  
HERTZ CORPORATION

Redacted by the U.S. Department of the  
Treasury

UNION:  
MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA,  
Local 1546

Redacted by the U.S. Department of the  
Treasury

Garry Horrocks, Business Representative

Date: 3/29/13

Date: 2/26/13

GH/rah/Opciu-29/2-14-2013



# AUTOMOTIVE INDUSTRIES PENSION FUND

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

## PENSION SUBSCRIBER AGREEMENT

Firm Name HERTZ CORPORATION

Address 1 Airport Drive

City Oakland State CA Zip Code 94621 Telephone No. ( 510 ) 633-4370

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>354.36</u>	Effective: <u>DECEMBER 1 20 12</u>
IARP Plan	\$ _____	Effective: _____ 20 _____

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

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

## HERTZ CORPORATION (LOCAL 1546, -02)

**THE HERTZ CORPORATION  
and  
IAM LODGE NO. 1546**

**OAKLAND, CALIFORNIA**

**OCTOBER 1, 2013 – SEPTEMBER 30, 2016**

<b><u>SECTION</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE NO.</u></b>
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27 .....	CHECK-OFF .....	13
28 .....	EFFECTIVE AND ANNIVERSARY DATE .....	14
19 .....	EMERGENCY CALL-BACK .....	9
4 .....	NO DISCRIMINATION, NO HARASSMENT .....	2
13 .....	FUNERAL LEAVE .....	7
9 .....	GARMENTS .....	4
16 .....	GRIEVANCE PROCEDURE .....	7
21 .....	GROUP LEADERS .....	10
23 .....	HEALTH AND WELFARE .....	11
12 .....	HOLIDAYS .....	6
17 .....	HOURS OF WORK .....	8
14 .....	JURY SERVICE .....	7
25 .....	LICENSE REQUIREMENT .....	13
7 .....	MISCELLANEOUS .....	3
26 .....	NO STRIKE, NO LOCKOUT .....	13
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18 .....	OVERTIME .....	9
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5 .....	SENIORITY .....	2
10 .....	SHOP STEWARDS .....	4
8 .....	TOOL INSURANCE .....	4
2 .....	UNION SECURITY .....	1
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3 .....	VISITS TO ESTABLISHMENTS .....	2
20 .....	WAGES .....	10
1 .....	WORK JURISDICTION AND UNION SECURITY .....	1



(g) The Employer agrees to abide by all terms and conditions of the Trust Fund Agreement creating such Health and Welfare Plans as they have been modified, altered or amended, and all rules and regulations of the Board of Trustees of such Trust.

Kaiser Option: There shall be a Kaiser option effective in each year of the contract. Each employee shall have the option of coverage under the Indemnity Medical Plan of the Bay Area Automotive Group Welfare Fund or the HMO Medical Plan offered by the Kaiser Foundation Health Plan.

Health Plan: Bargaining unit employees shall be transferred to the Bay Area Automotive Group Trust Fund ("Fund") following ratification of the successor to the Parties' 2004-'07 Agreement. The maximum premium payments to be made by the Employer during the term of the Agreement to the Fund shall be \$730.36 effective April 1, 2014; \$866.26 effective January 1, 2015; and \$1,022.26 effective January 1, 2016. Costs in excess of these amounts shall be borne in full by employees. All employee contributions shall be on a pre-tax basis.

In addition to the above-listed health and welfare benefits, eligible employees shall be provided disability insurance and \$50,000 life insurance through Automotive Industries Health and Welfare Trust Fund ("Automotive Industries"). The Employer shall make no contributions towards the cost of such coverage.

The Employer agrees to sign the necessary subscriber agreements for the above mentioned coverage's through Automotive Industries.

(h) The Board of Trustees or its designated representative will, not later than September 1, 2014, provide the Employer with verifiable certification of the Fund's compliance with the provisions of the Patient Protection and Affordable Care Act (PPACA) effective as of January 1, 2015, including but not limited to the Act's minimum value and affordability requirements. Certification of compliance with the provisions of the PPACA effective as of January 1, 2016 will be provided to the Employer no later than September 1, 2015. In the absence of such certifications, the parties agree to reopen the Agreement no later than thirty (30) calendar days from the applicable September 1<sup>st</sup> for the sole purpose of negotiating new or amended healthcare plans and terms.

## **SECTION 24 – RETIREMENT PLAN**

24.1 The Employer agrees to pay to the Automotive Industries Pension Fund the sum of \$354.36 per month for each eligible employee working under the terms of this collective bargaining agreement.

24.2 Effective May 1, 2014, the Company's monthly contribution to the Automotive Industries Pension Fund shall be increased by 5% each year for eligible employees as provided for by the Pension Rehabilitation Plan and set forth in an amended Pension Subscriber Agreement upon ratification of this successor Agreement.

# AUTOMOTIVE INDUSTRIES PENSION FUND

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

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

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

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name THE HERTZ CORPORATION

Address 1 Airport Drive

City Oakland State CA Zip Code 94621 Telephone No. ( 510 ) 633-4300

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 354.36 Effective: OCTOBER 1 20 13

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

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

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

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

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

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

**F. Plan Documents.**

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22 day of April, 2014.

Employer: THE HERTZ CORPORATION Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT  
LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) JEFFREY NAYDA (Print Name) PATRICK WOODWARD  
Redacted by the U.S. Department of the Treasury Redacted by the U.S. Department of the Treasury  
(Signature) Treasury (Signature) Treasury

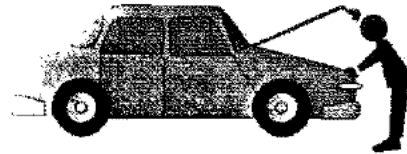
ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above agreement.

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

## HONDA EL CERRITO

10/17/2013  
ATPA

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# **HONDA OF EL CERRITO**

## **COLLECTIVE BARGAINING AGREEMENT**

**October 1, 2013 – September 30, 2017**

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**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO**  
**MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190**  
**EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546**  
**TEAMSTERS GENERAL TRUCK DRIVERS AND HELPERS LOCAL NO. 315**



## ARTICLE XXII. HEALTH AND WELFARE

1. The Employer shall make available health insurance coverage for full-time employees covered by this Agreement and their dependents on the same terms and conditions as it does for non-contract employee groups within the Company. Should any improvements in the current policies be offered to other non-contract employee groups within the Company, the improvements will be provided to the employees covered by the Agreement on the same terms and conditions.

The Employer has the Unilateral right, in its discretion for cost or other reasons, to substitute another health insurance program, programs, carrier or carriers and/or to change any terms and conditions of the health insurance coverage/benefits/costs including, but not limited to, deductibles and employee co-pays, including premium co-pays by employees, provided any such substitutions or changes are done on the same basis for employees covered by this Agreement and their dependents as for non-contract employee groups within the Company. The issue of health insurance shall not be subject to bargaining or a request for bargaining by the Union for the term of this contract.

The Employer shall be under no duty to furnish information regarding health insurance to the Union to any greater extent than an individual employee is entitled to as a beneficiary. No issue of health insurance shall be subject to the grievance and arbitration procedure.

The Employer will make available to all eligible unit employees a "Section 125 Cafeteria Plan", to allow Union employees to make pre-tax contributions for eligible group health or HMO premiums.

2. The Employer shall provide the Accident and Sickness Disability Plan through Automotive Industries Welfare Fund for the term of the contract. The Employer's contribution shall not exceed Eighteen Dollars (\$18.00) per month for the term of the contract. If the rate exceeds \$18.00, the employee will be responsible for the difference by payroll deduction.

## ARTICLE XXIII. PENSION PLAN

1. The Employer shall pay a monthly contribution in the following amounts on behalf of each eligible employee following the completion of their probationary period, to the Automotive Industries Pension Trust Fund:

Employees (hired before March 1, 2000)	\$465.97
Senior Detailer (hired prior to March 1, 2003)	\$365.97
Journeyman level (hired after March 1, 2000)	\$280.00
Installers/Parts Stock/Teamsters (hired after March 1, 2000)	\$140.00

2. The Employer further agrees to sign the Pension Subscriber Agreement, which is attached to and incorporated herein by reference thereto.