

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

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May 8, 2012

RECEIVED

PENSION SUBSCRIBER AGREEMENT

MAY 23 2016

Firm Name PLEASANTON AUTO MALL (Covering: Acura, Infiniti & Lexus of Pleasanton)

ATPA

Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 325.00 Effective: APRIL 1, 2016

IARP Plan \$ Effective: 20

**PARTS PEOPLE

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

- (1) Effective 1/1/2013, an amount of \$105.00
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- (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 26 day of April, 20 16.

Employer: PLEASANTON AUTO MALL

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

Authorized by (Print Name) KIRK HEPPLER

(Print Name) PATRICK WOODWARD

(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.)

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Address 4345 Rosewood Drive

City Pleasanton State CA Zip Code 94588 Telephone No. (925) 463-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>385.00</u>	Effective: <u>APRIL 1,</u> <u>2016</u>
IARP Plan	\$ <u></u>	Effective: <u></u> <u>20</u>

**8 ASE & SMOG

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

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- (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.

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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:

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of April, 2016.

Employer: PLEASANTON AUTO MALL

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

Authorized by (Print Name) KIRK HEPPLER

(Print Name) PATRICK WOODWARD

(Signature) Redacted by the U.S. Department of the Treasury

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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.)

LIBERTY FLEET CARE

LIBERTY FLEET CARE

Effective: January 1, 2015

Through: June 30, 2019

INDEX

SECTION NO.	TITLE OF SECTION	PAGE NO.
22	APPRENTICES - RULES AND REGULATIONS	13
4	ASSIGNABILITY CLAUSE	3
6	DISCHARGE OF EMPLOYEES	5
27	DRUG TESTING POLICY	17
28	EFFECTIVE AND ANNIVERSARY DATE	18
19	EMERGENCY CALL BACK TIME	13
3	EQUAL EMPLOYMENT	3
13	FUNERAL LEAVE	9
10	GENERAL PROVISIONS	6
16	GRIEVANCE PROCEDURE AND ARBITRATION	11
17	GUARANTEED WORKWEEK AND HOURS	11
23	HEALTH AND WELFARE	15
12	HOLIDAYS	9
14	JURY DUTY	10
7	LEAVE OF ABSENCE	5
26	MACHINISTS 401k PLAN	17
25	MACHINISTS RETIREE INVESTMENT TRUST	16
8	NO STRIKE - NO LOCKOUT	5
18	OVERTIME	12
24	PENSION TRUST FUND	16
9	PERSONS PROHIBITED AND CONTRACT WORK	6
1	RECOGNITION	1
2	SCOPE OF MANAGEMENT RIGHTS	2
5	SENIORITY	3
15	SICK LEAVE	10
11	VACATIONS	8
20	WAGE GUARANTEE - MINIMUM WEEKLY	13
21	WORKING FOREMEN	13
	DRUG & ALCOHOL POLICY	i



SANITARY AND REFUSE DISPOSAL AGREEMENT

2015 - 2019

between

LIBERTY FLEET CARE

and

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA

International Association of Machinists and Aerospace Workers

THIS AGREEMENT between LIBERTY FLEET CARE and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, International Association of Machinists and Aerospace Workers, is made and entered into this First day of July, 2013. The parties agree as follows:

SECTION 1. RECOGNITION

1.1 The Employer hereby recognizes the Union as the collective bargaining representative for all employees of Liberty Fleet Care, who are working or may perform work coming within the jurisdiction of the Union as defined in Sections 20 and 21.

1.2 Work Jurisdiction of Machinists Automotive Trades District Lodge No. 190 of Northern California: This Union has jurisdiction over all of the following types of work: maintenance, rebuilding, dismantling, assembling, repairing, inspecting, installing, erecting, cleansing, preparing and conditioning of all automotive parts, units, and auxiliaries connected with passenger cars, motorcycles, tractors, trucks, trailers, fork lifts and/or other material handling equipment or heavy duty equipment, any and all types of machinery propelled by any type of engines or device, the packing, shipping and the handling of all parts and all machine or grinding processes connected thereto; auxiliary power plants, maintenance and repairs to booms (erection and basket booms), inspection, set-up (keep in proper running order), and/or adjustment of production machinery; maintenance of all welding equipment (acetylene and/or electric); complete plant maintenance (heaters, plumbing, overhead rail, yard hoist, ventilation fans), and complete machine operation.

1.3 Only members in good standing in the Union shall be retained in employment. For the purpose of this Section "members in good standing" shall be defined to mean employee members in the Union who tender the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership. Non-members of the Union hired by the Employer must complete membership affiliation on or immediately following the thirtieth (30th) day of employment and the Union agrees to accept said non-members into membership on the same terms and conditions generally applicable to other members. Upon written notice from the Union of failure on the part of any individual to complete membership in the Union as above required, or of failure to tender periodic dues to the Union, the Employer shall, within seven (7) days of notice, discharge said employee.

b) The Employer agrees to pay up to Forty Dollars (\$40.00) per month, per person for each Medicare eligible Retired employee and their Medicare eligible Spouse and all future Medicare eligible Retired employee and their Medicare eligible Spouse for the term of this Agreement

The Employer agrees to pay only the amounts listed above for Retirees and their Spouses. Should the monthly premiums exceed the above listed amounts, the Retirees and their Spouses are responsible for the difference. In order for the Employer to provide coverage, all Retirees have the responsibility of informing the Employer in writing of any change in address.

SECTION 24. PENSION TRUST FUND

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

24.2 The following effective dates and contribution rates are applicable per month:

January 1, 2015	\$611.30
-----------------	----------

24.3 The Employer agrees to adopt the Rehabilitation Plan of the Automotive Industries Pension Plan and pay an additional Five Percent (5%) per year assessment for the life of the Agreement.

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

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

SECTION 25. MICHAEL J DAY MACHINISTS RETIREE INVESTMENT TRUST

25.1 The Employer agrees to pay the following amounts to the Machinists Retiree Investment Trust for the purpose of providing Retiree Health & Welfare benefits:

<u>1/1/15</u>	<u>7/1/15</u>	<u>7/1/17</u>
\$49.66	\$54.66	\$64.66

25.2 The Employer further agrees to be bound by the terms of the Trust Agreement of the Machinists Retiree Investment Trust, and to sign the Standard Subscriber Agreement required by that Trust Fund for an Employer to participate. Subject to the terms of this Section, the sole obligation of the Employer shall be to make the contribution described herein on a timely basis.

AUTOMOTIVE INDUSTRIES PENSION FUND

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name LIBERTY FLEET CARE
Address 1432 Kearney Street
City El Cerrito State CA Zip Code 94530 Telephone No. (510) 237-4321

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>611.30</u>	Effective: <u>JANUARY 1 20 15</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

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10 day of JUNE, 20 15.

Employer: LIBERTY FLEET CARE MACHINISTS AUTOMOTIVE TRADES DISTRICT
Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

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

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LIVERMORE SANITATION



LIVERMORE SANITATION, INC.

AND

**MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA
International Association of Machinists and Aerospace Workers
EAST BAY AUTOMOTIVE MACHINISTS LODGE LOCAL 1546**

EFFECTIVE: JULY 1, 2012 through JUNE 30, 2017

The insurance may be continued for a maximum period of three (3) months provided the necessary premium for such insurance is paid by the employee.

SECTION 24. RETIREE MEDICAL

In addition to the payments for health and welfare benefits described in Section 23, above, the Employer agrees to contribute for each eligible employee Ninety-Five Dollars (\$95.00) per month effective July 1, 2012; One Hundred Dollars (\$100.00) per month effective July 1, 2013; One Hundred Five Dollars (\$105.00) per month effective July 1, 2014; One Hundred Ten Dollars (\$110.00) per month effective July 1, 2015; and One Hundred Fifteen Dollars (\$115.00) per month effective July 1, 2016 to the Machinists Retiree Investment Trust, for the purpose of providing retiree health and welfare benefits. The Employer agrees to be bound by the terms of the Trust Agreement of the Machinists Retiree Investment Trust and to sign the standard subscriber agreement, if any, required by that Trust for an Employer to participate. Subject to the terms of this Section 24, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

SECTION 25. PENSION TRUST FUND

25.1 By reference there is attached hereto and made a part hereof as a condition of this agreement, the Automotive Industries Pension Plan, covering members of affected Unions coming under the scope of this agreement and amendments hereto, identified as the subscriber agreement.

25.2 Effective July 1, 2012, the Employer will pay to the Pension Trust Fund Seven Hundred Dollars (\$700.00) per month per employee through the expiration date of the contract, which is June 30, 2017.

25.3 The Employer shall transmit said Pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 20th day of said month.

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

25.5 See IAM National Pension Standard Contract Language attached (page 19)

SECTION 26. CALIFORNIA MACHINISTS 401(k) PLAN

It is agreed that employees may voluntarily participate in the California Machinists 401(k) Plan by means of payroll deduction. 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 obligations thereunder other than those expressly stated above, notwithstanding any amendment to the Plan Document stating otherwise.

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

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AUG 17 2012
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Firm Name LIVERMORE SANITATION, INC.

Address 7000 National Drive

City Livermore State CA Zip Code 94551 Telephone No. (925) 449-7300

Monthly Contribution Rate in Collective Bargaining Agreement

\$ <u>700.00</u>	Effective: <u>JULY 1,</u> <u>2012</u>
\$ _____	Effective: <u>20</u>
\$ _____	Effective: <u>20</u>

PENSION AGREEMENT

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. 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. In accordance with the Funding Rehabilitation Plan effective 3/28/2008 pertaining to collective bargaining agreements renewed after 4/27/2008, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan in effect on the effective date of this agreement in its entirety, including the required supplemental contributions.

For Example: Contributions to the Automotive Industries Pension Fund (AIPF) would be deducted from the monthly contribution per the following schedule: Suppose an employer's contribution rate is \$100 per month. It would be used to apply the first 12.5% annual increase; each year, the rate would increase 12.5% over the effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the contribution rates to the AIPF would be as follows:

- (1) Effective 1/1/2013, an amount of \$112.50
- (2) Effective 1/1/2014, an amount of \$126.56
- (3) Each year thereafter, the contribution rate to the AIPF will increase 12.5% over the previous year's rate until 2019.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10 day of July, 2012.

Employer: <u>LIVERMORE SANITATION, INC.</u>	Union: <u>MACHINISTS AUTOMOTIVE TRADES DISTRICT</u>
	<u>LODGE NO. 190 OF NORTHERN CALIFORNIA</u>
Authorized by (Print Name) <u>LOUIE PELLEGRINI</u>	(Print Name) <u>DON CROSATTO</u>
(Signature) <u>[Redacted by the U.S. Department of the Treasury]</u>	(Signature) <u>[Redacted by the U.S. Department of the Treasury]</u>

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust

LOOMIS, FARGO COMPANY

Section 5. In addition to the benefits enumerated above, the Employer will also directly provide insurance coverage for work-related felonious assault to each employee covered under the provisions of this Agreement. Such coverage now provides for Fifty Thousand (\$50,000.00) and said coverage will not be reduced below that level provided to the majority of Company employees.

Section 6. The Employer will also provide basic life and accidental death and disability for the employees based on the standard corporate policy provided to all Loomis employees.

ARTICLE 16 - 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 to pay a sum of Two Hundred Fifty-seven Dollars and Forty-five Cents (\$257.45) per month per eligible employee.

Section 3. The Employer further agrees to adopt the Rehabilitation Plan of the Automotive Industries Pension Plan and pay an additional Five Percent (5%) per year assessment for the life of the Agreement.

ARTICLE 17- APPRENTICESHIP

Section 1. Apprentices shall be employed and indentured pursuant to the applicable laws of the State of California dealing with apprenticeship employment and apprenticeship standards.

Section 2. The term "Apprentice" as used herein shall mean a person not less than sixteen (16) years of age who has entered into an agreement (indenture) to learn the automotive repair and maintenance trade.

Section 3. The Automotive Repair Trades Joint Apprenticeship Committee, which is comprised of an equal number of Employers (in Alameda, Contra Costa, Napa, Solano, San Francisco, Marin, San Mateo and Northern Santa Clara Counties) and Union employees or their representatives shall indenture all apprentices. No Apprentice shall be employed unless with the consent and approval of the Joint Apprenticeship Committee or the Union.

Section 4. The normal term of the Apprenticeship shall be four (4) years.

Firm Name Loomis, Fargo & Co.

Address 3200-B Regatta Blvd.

City Richmond State CA Zip Code 94804 Telephone No. () 510-233-9200

Monthly Contribution Rate in Collective Bargaining Agreement

\$ <u>257.45</u>	Effective: <u>11/1</u> <u>2009</u>	
\$ _____	Effective: <u>20</u> _____	term of agreement
\$ _____	Effective: <u>20</u> _____	

PENSION AGREEMENT

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

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

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

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

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

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

D. Payment Procedures.

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

(2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4). **NOTE:** No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.

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

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MACY AUTOMOTIVE, INC

MASTER AGREEMENT

Between

MACY AUTOMOTIVE, INC.

And

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA

For and On Behalf of

Automotive Machinists Lodge No. 1173
International Association of Machinists and Aerospace Workers

Effective

September 1, 2013 to August 31, 2016

the event that the Employer exercises this right, the Employer shall only be required to pay into the Automotive Industries Welfare Fund the specified amount necessary to pay for the benefits actually obtained through Automotive Industries Welfare Fund.

Section 3. Effective September 1, 2013 through August 31, 2016 the employer agrees to make the necessary monthly payments in the amounts required by the Board of Trustees of Automotive Industries Welfare Fund and Union Heritage Trust Fund to maintain the level of benefits as stipulated in Sections 1 and 2.

Beginning September 1, 2013 the bargaining unit employees will contribute fifty percent (50%) of all increases in the monthly health and welfare premiums for each year of the Agreement.

Section 4. If an employee can present evidence of medical coverage through a separate health insurance plan, the employee may waive medical coverage through the Employer and receive a One-Hundred (\$100.00) per month increase in wage rate.

Section 5. The Employer and the Union agree to re-open this Agreement only if the parties mutually agree that changes in the Affordable Care Act (ACA) will result in a substantial improvement in contribution rates and/or benefits.

ARTICLE XXI. PENSION

Section 1. The Employer shall contribute to the Automotive Industries Pension Plan on a monthly basis for all employees who have completed the probation period. The Employer agrees to maintain the following rates for the term of the Agreement:

<u>Classification</u>	<u>September 1, 2013</u>
Shop Foreman	\$375.00
Auto Technicians, Parts Manager, Journeyman Level Counterperson, Repetitive Production R&R Technician Swingman Technician	\$185.97

Section 2. CALIFORNIA MACHINISTS 401(K) PLAN: Effective September 1, 2013, the Employer shall contribute to the Machinists 401(k) Plan on a monthly basis for all employees who have completed the probation period. The Employer agrees to maintain the following rates for the term of the Agreement:

Shop Foreman	\$125.00
--------------	----------

Auto Technicians,	
Parts Manager,	
Journeyman Level Counterperson,	
Repetitive Production	
R&R Technician	
Swingman Technician	\$ 61.99

Section 2. NEW HIRES: For all employees hired after July 1, 1995, the Employer shall make pension contributions to the Automotive Industries Pension Fund in the amount of Twenty-Five Dollars (\$25.00) per month for the first twelve (12) months of employment. Thereafter, the Employer shall contribute One Hundred Dollars (\$100) per month to the Automotive Industries Pension Fund for each eligible employee.

Section 3. It is agreed that the employees may voluntarily participate in the California Machinists 401(k) Plan by means of payroll deduction. The Employer's sole obligation thereunder shall be: 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 obligations thereunder other than those expressly stated above, notwithstanding any amendment to the Plan Document stating otherwise. The administrative costs of the Plan shall be borne by the Union and the employees.

ARTICLE XXII. EFFECTIVE AND ANNIVERSARY DATE

This agreement shall be in full force and effect for a period of three (3) years commencing on September 1, 2013 and ending August 31, 2016. From and after August 31, 2016, this agreement shall continue for yearly terms commencing with said date unless either party gives to the other a sixty (60) day notice in writing immediately prior to August 31, 2016 and any August 31 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 agreement for the new term shall be the same as the preceding term. If notice of desire to amend is given, the changes arrived at by reason of said notice shall become effective upon the date agreed to by the parties. Pending the resolving of the desired changes under consideration, the provisions of the expiring term shall continue in effect as the operative agreement of the parties. Upon receipt of such notice, it is agreed by both parties that negotiations will commence within fifteen (15) days.

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105
 POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Macy Automotive, Inc.

Address 5050 Pacheco Blvd.

City Martinez State CA Zip Code 94553 Telephone No. (925) 689-3200

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan <u>\$375.00 Foreman</u>	Effective: <u>September 1, 2013</u>
Defined Benefit Plan <u>\$185.97 All Others</u>	Effective: <u>September 1, 2013</u>

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8 day of July, 2013.

Machinists Automotive Trades District Lodge 190

Employer: Macy Automotive, Inc. Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Steve Downolds, General Manager (Print Name) Rick Rodgers, Business Representative

(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

MACY AUTOMOTIVE, INC

MASTER AGREEMENT

Between

MACY AUTOMOTIVE, INC.

And

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA

For and On Behalf of

Automotive Machinists Lodge No. 1173
International Association of Machinists and Aerospace Workers

Effective

September 1, 2013 to August 31, 2016

the event that the Employer exercises this right, the Employer shall only be required to pay into the Automotive Industries Welfare Fund the specified amount necessary to pay for the benefits actually obtained through Automotive Industries Welfare Fund.

Section 3. Effective September 1, 2013 through August 31, 2016 the employer agrees to make the necessary monthly payments in the amounts required by the Board of Trustees of Automotive Industries Welfare Fund and Union Heritage Trust Fund to maintain the level of benefits as stipulated in Sections 1 and 2.

Beginning September 1, 2013 the bargaining unit employees will contribute fifty percent (50%) of all increases in the monthly health and welfare premiums for each year of the Agreement.

Section 4. If an employee can present evidence of medical coverage through a separate health insurance plan, the employee may waive medical coverage through the Employer and receive a One-Hundred (\$100.00) per month increase in wage rate.

Section 5. The Employer and the Union agree to re-open this Agreement only if the parties mutually agree that changes in the Affordable Care Act (ACA) will result in a substantial improvement in contribution rates and/or benefits.

ARTICLE XXI. PENSION

Section 1. The Employer shall contribute to the Automotive Industries Pension Plan on a monthly basis for all employees who have completed the probation period. The Employer agrees to maintain the following rates for the term of the Agreement:

<u>Classification</u>	<u>September 1, 2013</u>
Shop Foreman	\$375.00
Auto Technicians, Parts Manager, Journeyman Level Counterperson, Repetitive Production R&R Technician Swingman Technician	\$185.97

Section 2. CALIFORNIA MACHINISTS 401(K) PLAN: Effective September 1, 2013, the Employer shall contribute to the Machinists 401(k) Plan on a monthly basis for all employees who have completed the probation period. The Employer agrees to maintain the following rates for the term of the Agreement:

Shop Foreman	\$125.00
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Auto Technicians,	
Parts Manager,	
Journeyman Level Counterperson,	
Repetitive Production	
R&R Technician	
Swingman Technician	\$ 61.99

Section 2. NEW HIRES: For all employees hired after July 1, 1995, the Employer shall make pension contributions to the Automotive Industries Pension Fund in the amount of Twenty-Five Dollars (\$25.00) per month for the first twelve (12) months of employment. Thereafter, the Employer shall contribute One Hundred Dollars (\$100) per month to the Automotive Industries Pension Fund for each eligible employee.

Section 3. It is agreed that the employees may voluntarily participate in the California Machinists 401(k) Plan by means of payroll deduction. The Employer's sole obligation thereunder shall be: 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 obligations thereunder other than those expressly stated above, notwithstanding any amendment to the Plan Document stating otherwise. The administrative costs of the Plan shall be borne by the Union and the employees.

ARTICLE XXII. EFFECTIVE AND ANNIVERSARY DATE

This agreement shall be in full force and effect for a period of three (3) years commencing on September 1, 2013 and ending August 31, 2016. From and after August 31, 2016, this agreement shall continue for yearly terms commencing with said date unless either party gives to the other a sixty (60) day notice in writing immediately prior to August 31, 2016 and any August 31 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 agreement for the new term shall be the same as the preceding term. If notice of desire to amend is given, the changes arrived at by reason of said notice shall become effective upon the date agreed to by the parties. Pending the resolving of the desired changes under consideration, the provisions of the expiring term shall continue in effect as the operative agreement of the parties. Upon receipt of such notice, it is agreed by both parties that negotiations will commence within fifteen (15) days.

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May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Macy Automotive, Inc.

Address 5050 Pacheco Blvd.

City Martinez State CA Zip Code 94553 Telephone No. (925) 689-3200

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$375.00 Foreman Effective: September 1, 2013

Defined Benefit Plan \$185.97 All Others Effective: September 1, 2013

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8 day of July, 2013.

Machinists Automotive Trades District Lodge 190

Employer: Macy Automotive, Inc. Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Steve Reynolds, General Manager (Print Name) Rick Rodgers, Business Representative

(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

MAGNUSSEN'S TOYOTA OF PALO ALTO

MAGNUSSEN TOYOTA OF PALO ALTO

COLLECTIVE BARGAINING AGREEMENT

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

Contract for Ratification

May 7, 2015 – May 6, 2018

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

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

SECTION IX PENSION PLAN

The Employer shall pay into the Automotive Industries Pension Trust Fund, on account of each eligible employee per month, \$337.50. The Employer shall pay an additional \$16.88 per eligible employee to the Rehabilitation Plan of the Automotive Industries Pension Plan to comply with such Plan.

Such premium shall be paid for each employee on the payroll of the Employer on the first day of any month who has performed work for the Employer during the previous month.

It is agreed between the parties that the Employer has the right, at its sole discretion to withdraw from and to cease contributions to the Automotive Industries Pension Plan at any time during the term of this Agreement. Once the Employer elects to cease contributions to the Automotive Industries Pension Plan, all Union employees will be placed into the Machinists 401(k) Plan and the Employer will pay into the Machinists 401(k) Plan, on account of each eligible employee per month, \$337.50.

SECTION X CALIFORNIA MACHINISTS 401(K) PLAN

Upon the first day of the month following ratification, the Employer agrees to make available the California Machinists 401(k) Plan, and will execute the necessary Subscribers Agreements and Letter of Understanding.

SECTION XI ADJUSTMENT OF GRIEVANCES

Should a controversy, dispute or disagreement arise during the term of this Agreement regarding the interpretation or application of the Agreement as written, there shall be no strike or lockout as a result of such controversy, dispute or disagreement but the differences shall be adjusted in the following manner:

Should a grievance arise that cannot be satisfactorily adjusted by the Employer and the Employee, the matter should then be referred to the Business Representative of the Union and the representative of the Employer for adjustment, and if the matter is not amicably settled within five (5) calendar days, a written report shall be made by the complaining party setting forth in detail the nature of the specific issues, which shall be referred to a grievance committee, as hereinafter set forth.

All complaints must be filed in writing within thirty (30) calendar days after the matter in dispute or disagreement is alleged to have occurred; provided that any complaints in reference to dismissal must be filed in writing to the Employer within fourteen (14) calendar days from the

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www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Magnussen Toyota of Palo Alto

Address 690 San Antonio Road

City Palo Alto State CA Zip Code 94306 Telephone No. () 650-494-2100

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>337.50</u>	Effective:	<u>May 7</u>	20 <u>15</u>
IARP Plan	\$ <u></u>	Effective:	<u></u>	20 <u></u>

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22 day of May, 20 15.

Employer: Magnussen Toyota of Palo Alto Union: IAM & AW, Local 1414

Authorized by (Print Name) Sandra Magnussen (Print Name) Steve Older

(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.

MAITA OLDSMOBILE

RECEIVED
AUG 15 2013
ATPA

AGREEMENT

between

MAITA BODY SHOP

and

MACHINISTS AND MECHANICS LODGE NO. 2182

for and on behalf of

**MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA
I.A.M. & A.W.**

Effective:
8/1/12 - 8/1/16

 **ORIGINAL**

E. Employees off work due to disability will continue to be covered under the benefits of this Section for up to sixty (60) days after the month in which the disability occurs. The employee will be responsible for his share of the contributions during the sixty (60) day continuation period.

F. Maita shall pay the necessary premium to provide \$50,000 Life Insurance for the employee.

G. This Health and Welfare Plan will be effective August 1, 2012. The current plan in place during the term of the agreement is the Western Health Advantage 420 & W Rx.

SECTION 18: PENSION PLAN

A. Effective August 1, 2012, the Employer shall pay One Hundred Ninety-Three Dollars and Thirty-Three Cents (\$193.32) per month into the Automotive Industries Pension Fund on account of each eligible employee.

B. An eligible employee as referred to in this Section means an employee who is on the payroll of the Employer on the first of the month for which the contribution is being made.

C. The Employer shall sign a "Subscriber's Agreement" for the above benefits with the Automotive Industries Pension Plan.

D. The Employer agrees to allow the employees to participate in the California Machinists 401K Plan. The Employer's obligations to the plan are limited to the timely payment to the Trust Fund of that portion of their wages the employees elect to defer into the Plan. Participating employees will be responsible for the Trust Fund's administration fee. Employee participation in this plan is voluntary. Amounts deferred will be pre-taxed wages.

E. The Employer shall sign a "Subscriber's Agreement" for the above benefit with the California Machinists 401K Trust.

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RECEIVED

AUG 15 2012

ATPA

Firm Name MAITA BODY SHOP (Maita Automotive Group)

Address 2500 Auburn Blvd.

City Sacramento State CA Zip Code 95821 Telephone No. (916) 486-8500

Monthly Contribution Rate in Collective Bargaining Agreement

\$ <u>193.32</u>	Effective: <u>August 1,</u>	<u>20 12</u>
\$ <u> </u>	Effective: <u> </u>	<u>20</u>
\$ <u> </u>	Effective: <u> </u>	<u>20</u>

PENSION AGREEMENT

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

(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 first of the month following the date they returned to work.

E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. 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. In accordance with the Funding Rehabilitation Plan effective 3/28/2008 pertaining to collective bargaining agreements renewed after 4/27/2008, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan in effect on the effective date of this agreement in its entirety, including the required supplemental contributions.

For Example: Contributions to the Automotive Industries Pension Fund (AIPF) would be deducted from the maximum monthly contribution per the following schedule: The base contribution rate begins at \$700 per month and is used to apply the first 12.5% annual increase; each year, the rate would increase 12.5% over the effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the contribution rates to the AIPF would be as follows:

- (1) Effective 1/1/2011, an amount of \$787.50
(2) Effective 1/2/2012, an amount of \$885.94
(3) Each year thereafter, the contribution rate to the AIPF will increase 12.5% over the previous year's rate until 2019.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1 day of August, 2012.

Employer: MAITA BODY SHOP Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) Wince Martin (Print Name) Mark Martin
(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.)