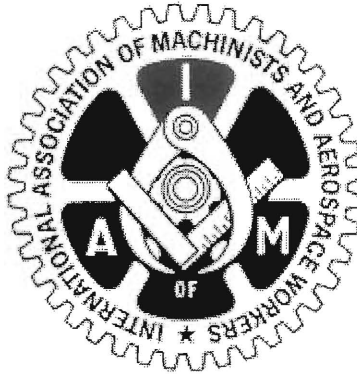


## MILL VALLEY REFUSE SERVICES, INC.



## **AGREEMENT**

**BY AND BETWEEN**

**INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO  
DISTRICT LODGE #190 AND LOCAL LODGE #1414**

**AND**

**MILL VALLEY REFUSE, INC.**

**EFFECTIVE: JULY 1, 2012  
TERMINATES: JUNE 30, 2016**

#### **SECTION 14 - PENSION PLAN**

The Employer signatory hereto agrees to abide by all of the terms 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; and further agrees to abide by and be bound by the method of selection of the Trustees of such Trust and specified in such Trust.

The Employer covered by this Agreement agrees to pay to the Administrators of the Automotive Industries Pension Trust Fund the following monthly amount for each eligible employee: **Effective July 1, 2012 - \$700.00.**

In accordance with the Funding Rehabilitation Plan that was put in place effective 3/28/2008 pertaining to the collective bargaining agreements renewed after 4/27/2008, the Employer agrees with the Rehabilitation Plan in its entirety and Section 14 is an acceptance of the said plan. Contributions to the Automotive Industries Pension Plan Fund (AIP Fund) will be paid by the Employer from the maximum monthly contribution outlined in Section 03.01.00 (b) as per the schedule:

The base rate contribution that is used to apply the 5% annual increases is \$700.00 per month; in accordance with the Rehabilitation Plan dated 3/28/2008 the contribution rate to the AIP Fund is as follows: (5% increase annually): **effective January 1, 2013 the pension contribution will be \$735.00 per month.**

Any future contribution increase beyond the collective bargaining agreement required by a Rehabilitation Plan will be satisfied by the Employer for the life of the Agreement.

#### **SECTION 15 – 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.

The Employer agrees that upon written authorization from each of its employees to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to the California Machinists 401(k) Trust for the purpose of providing 401(k) benefits to the eligible employee. **The Company will contribute \$127.10 per month per employee into the California Machinists 401(k) Plan.**

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

The Employer further agrees to be bound to the Trust Agreement Establishing the California Machinists 401(k) Trust and to accept and be bound to said trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Trust Fund.

# 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 Mill Valley Refuse, Inc.

Address P.O. Box 3557 (112 Front St.)

City San Rafael State CA Zip Code 94901 Telephone No. (415) 457-9760

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$700.00	Effective: January 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 13<sup>th</sup> day of December, 2012.

Employer: Mill Valley Refuse, Inc. Union: IAMAW District Lodge 190, Lodges 1596 and 1173

Authorized by (Print Name) James Iavarone (Print Name) Thomas J. Brandon, Area Director

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

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

MOORE BUICK CORP



**RECEIVED**

**JUL 15 2016**

**ATPA**

## **INDEPENDENT AUTOMOTIVE AGREEMENT**

**between**

**DISTRICT NO. 190, LOCAL NO. 1101  
International Association of Machinists  
and Aerospace Workers**

**and**

**Moore Buick GMC**

**February 1, 2016 to and including January 31, 2019**



Union cannot agree upon the sufficiency of fact upon which the discharge is based, the Arbitration Board shall be the final judge in the matter.

## **ARTICLE 20 - PENSION FUND**

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

The Employer party to this Agreement shall pay into the Automotive Industries Pension Trust Fund the sum of \$276.23 per month per eligible employee. Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the fifteenth (15<sup>th</sup>) day of the same month.

A regular employee, with respect to whom such monthly payments are required to be made, shall mean: **(1)** any employee on the payroll on the first day of the calendar month who has been on the payroll of the same Employer continuously during the preceding calendar month, and **(2)** any employee on the payroll on the first day of the preceding calendar month whose services with said Employer terminated thereafter during such preceding calendar month and of whom Employer made payment into said Trust Fund on the first day of the preceding calendar month.

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

The Employer shall pay the first year supplemental of \$.25 cents per hour for the first year of the agreement; the second year shall be increased by \$.1 cent per hour to \$.26 cents per hour, and for the third year an additional \$.1 cent per hour for a total of \$.27 cents per hour. If the amount required is insufficient to cover the entire supplemental contribution, the wage or benefit package shall be adjusted to cover the cost of the supplemental contribution.

## **ARTICLE 21 - SENIORITY**

(a) For the purpose of this Agreement, seniority shall be defined as the period of continuous employment, which the employee has accumulated with the Employer. Employees shall not attain seniority until they have completed a probationary period of ninety (90) calendar days, after which time their seniority shall date from date of hire. The probationary period may be extended by mutual agreement between the Union and the Employer. Termination for any cause during this period shall not be subject to grievance.



# 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

RECEIVED

JUL 15 2016

## PENSION SUBSCRIBER AGREEMENT

Firm Name Moore Buick GMC

ATPA

Address 15500 Los Gatos Boulevard

City Los Gatos State CA Zip Code 95030 Telephone No. (408) 356-8111

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>276.23</u>	Effective: <u>2/1</u> 20 <u>14</u>
IARP Plan	\$ _____	Effective: _____ 20____

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

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

**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.

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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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**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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Employer: Moore Buick GMC Union: IAM & AW Machinists Automotive Trades Local 1101

Authorized by (Print Name) John Moore (Print Name) Jim Schwantz

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

Redacted by the U.S. Department of the Treasury

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