



PENINSULA AUTO MACHINISTS LODGE NO. 1414

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

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



LETTER OF UNDERSTANDING - PENSION

This Letter of Understanding made and entered into this 21st day of December, 2012, by and between NOEL MILLER, INC., hereinafter referred to as the "Employer", and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE NO. 190, and PENINSULA AUTO MACHINISTS, LOCAL LODGE NO. 1414, hereinafter referred to as the "Union":

Automotive Industries Pension Rehabilitation Plan

Automotive Industries has recently revised its Pension Rehabilitation Plan to reduce the pension surcharge effective January 1, 2013, from 12.5% to 5%. Therefore, as per the Automotive Industries Pension Rehabilitation Plan, the Employer agrees to pay the surcharge of five percent (5%) each year of the agreement that Automotive Industries will implement effective January 1, 2013, per month per employee, as required by the Trust Fund. The beginning rate effective April 1, 2008, per month per eligible employee is \$340.00. The following reflects the surcharge:

Effective: 1/1/13
\$357.00

In the event that the increase required by the Automotive Industries Pension Fund or its successor fund as provided by its Rehabilitation Plan is less than the 5% increases set forth above, the above rates shall be reduced to reflect the lower increase requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their authorized representatives as of the 21st of December, 2012.

NOEL MILLER, INC.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, Machinists Automotive
Trades District Lodge 190, Peninsula
Auto Machinists, Local No. 1414:

Redacted by the U.S. Department
of the Treasury

By: _____

Redacted by the U.S. Department
of the Treasury

By: _____

Business Representative

DST.ach/ope-3-afl-cio-69

Affiliations

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

AUTOMOTIVE INDUSTRIES PENSION FUND

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

PENSION SUBSCRIBER AGREEMENT

Firm Name Noel Miller, Inc.

Address 129 California Drive

City Burlingame State CA Zip Code 94010 Telephone No. () 650-343-8656

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>340.00</u>	Effective: <u>April 1</u> <u>20 08</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21st day of December, 2012.

Employer: Noel Miller, Inc. Union: IAM & AW, Local 1414

Authorized by (Print Name) Steven Soma (Print Name) David S. Taylor

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

NORMANDIN CHRYSLER



INDEPENDENT AUTOMOTIVE AGREEMENT

between

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

and

Normandin Chrysler, Dodge, Jeep, Ram

November 1st, 2015 to and including October 31st 2018

ARTICLE 19 - MOONLIGHTING

The Employer and the Union agree that any employee engaging in auto, truck or motorcycle repair work for profit outside his regular working hours while on the payroll of an Employer signatory to this Agreement, shall be subject to immediate discharge and such discharge shall not be subject to the grievance procedure. The Union agrees to provide the Employer with evidence of proof of such activities on the part of the employee when discharge is requested by the Union.

The Employer agrees that in instances of discharge initiated by the Employer that proof of violation of this provision will be provided by the Employer. If the Employer and the 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 (15th) day of the same month. An employee is eligible after their 60 day probationary period.

A regular eligible 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 pension surcharge, as determined by the trustees of the Automotive Industries Trust Fund, shall be paid for by the Employer.

AUTOMOTIVE INDUSTRIES PENSION FUND

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

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Normandin Chrysler, Dodge, Jeep, Ram

Address 900 Capitol Expressway

City San Jose State CA Zip Code 95136 Telephone No. (888) 431-1613

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>276.23</u>	Effective: <u>Nov. 1</u> <u>2015</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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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.

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- (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 12 day of November, 2015.

Employer: Normandin Chrysler, Dodge, Jeep, Ram

Union: IAM & AW Local 1101

Authorized by (Print Name) Mark Normandin

(Print Name) Richard Breckenridge

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

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

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

NOVATO AUTO CENTER

RECEIVED

ATFA

AGREEMENT

BY AND BETWEEN

NOVATO AUTO CENTER, INC.

dba NOVATO TOYOTA

AND

DISTRICT LODGE NO. 190, LOCAL 1596
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO

ARTICLE 32.

RETIREMENT

SECTION 1. As of the date of ratification, the Employer agrees to pay the Automotive Industries Pension Trust Fund for Pension Benefits during the term of this Agreement for each eligible employee who actually worked eighty (80) or more straight-time hours in the previous month as follows:

Master Diagnostic, Master Journeyman & Pro Technicians	\$90.00/month
Utility Technicians, SAS & Apprentices (hired after (7/1/00)	\$45.00/month

As of January 1, 2013, the Employer agrees to pay the Automotive Industries Pension Trust Fund for Pension Benefits during the term of this Agreement for each eligible employee who actually worked eighty (80) or more straight-time hours in the previous month as follows:

Master Diagnostic, Master Journeyman & Pro Technicians	\$94.50/month
Utility Technicians, SAS & Apprentices (hired after (7/1/00)	\$47.25/month

As of January 1, 2014 the Employer agrees to pay the Automotive Industries Pension Trust Fund for Pension Benefits during the term of this Agreement for each eligible employee who actually worked eighty (80) or more straight-time hours in the previous month as follows:

Master Diagnostic, Master Journeyman & Pro Technicians	\$99.23/month
Utility Technicians, SAS & Apprentices (hired after (7/1/00)	\$49.61/month

SECTION 2. As of the date of ratification, the Employer shall pay to each employee the following additional amounts as wages which employees are free to contribute to a retirement savings plan of their own choosing:

Master Diagnostic, Master Journeyman & Pro Technicians	\$175.00/month
Utility Technicians, SAS & Apprentices (hired after (7/1/00)	\$87.50/month

As of January 1, 2013, the Employer shall pay to each employee the following additional amounts as wages which employees are free to contribute to a retirement savings plan of their own choosing:

Master Diagnostic, Master Journeyman & Pro Technicians	\$170.50/month
Utility Technicians, SAS & Apprentices (hired after (7/1/00)	\$85.25/month

As of January 1, 2014, the Employer shall pay to each employee the following additional amounts as wages which employees are free to contribute to a retirement savings plan of their own choosing:

Master Diagnostic, Master Journeyman & Pro Technicians	\$165.77/month
Utility Technicians, SAS & Apprentices (hired after (7/1/00)	\$82.89/month

The 5% annual shift in retirement monies is to satisfy the mandatory increases required by the Automotive Industries Pension Trust's amended rehabilitation plan.

SECTION 3. The Employer's only obligation under this Article is to pay the appropriate contributions in a timely manner for eligible employees.

SECTION 4. It is the intention of this Agreement that said pension plan and/or fund fully satisfy any applicable IRS or ERISA requirements for ERISA and/or IRS approval where applicable, and that Employer contributions be tax-deductible as pension payment. Employer expense items for income tax purposes and if the said plan and/or fund does not have or loses such approval or if said contributions are not tax-deductible, the Employer shall pay the pension contributions directly into the employee's salary.

SECTION 5. Vacation time taken during a month and any other time required by law will be treated as time worked for purposes of eligibility in this Article.

SECTION 6. The parties agree that, notwithstanding Article 38 or any other provision of this Agreement, the Employer may serve upon the Union written notice of a desire to reopen this Article 32 of this Agreement for the purpose of (1) withdrawing from the Automotive Industries Pension Fund and ceasing all contributions to that Fund – which shall be at the Employer's discretion; and/or (2) requesting negotiations over the terms of the Employer's contributions (such terms to include, among other things, the amount of such contributions).

In the event the Employer elects to withdraw from the Fund, it shall propose to make contributions to the California Machinists 401(k) Retirement Plan and contribute an amount not less than the amount then being contributed by the Employer for each individual employee to the Automotive Industries Pension 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 May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Novato Auto Center, Inc. dba Novato Toyota, Kia
Address 115 Vintage Way
City Novato State CA Zip Code 94945 Telephone No. (415) 897-3191

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$90.00 Master/Journeyman/Pro Tech	Effective: May 1, 2013
Defined Benefit Plan \$45.00 Utility/Service Specialist/Apprentice	Effective: May 1, 2013

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

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

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(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.

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(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.

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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:

(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.

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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 9th day of April, 2013.

International Association of Machinists and Aerospace Workers

Employer: Novato Auto Center, Inc. dba Novato Toyota, Kia Union: District Lodge No. 190, Local Lodge 1596, AFL-CIO

Authorized by (Print Name) Barry Lakritz

(Print Name) Thomas J. Brandon, Area Director

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

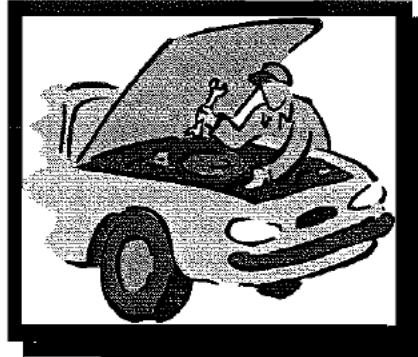
(Signature) Redacted by the U.S. Department of the Treasury

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

PACIFIC AUTO REPAIR

RECEIVED

ATPA



PACIFIC AUTO REPAIR, INC.

COLLECTIVE BARGAINING AGREEMENT

August 15, 2013, through August 15, 2016

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

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

22.06 In the case of any inconsistency between the terms of the Health & Welfare Agreement and this Collective Bargaining Agreement, the terms of the Health & Welfare Agreement shall prevail.

22.07 The Employer shall provide for full maintenance of payment of the benefit plans for all employees for the term of the Agreement.

ARTICLE 23 - ACCIDENT & SICKNESS PLAN

23.01 Definition of Sickness: Any sickness or non-occupational injury which prevents an employee from performing the duties of his regular job with the Employer shall be considered as sickness.

23.02 The Employer agrees to promptly execute a Health & Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund").

23.03 Benefits: The disability benefits available to eligible employees will be determined by the rules of the Welfare Fund.

23.04 By signing the Health & Welfare Agreement (Disability Plan), 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.

23.05 In the case of any inconsistency between the terms of the Health & Welfare Agreement (Disability Plan) and this Collective Bargaining Agreement, the terms of the Health & Welfare Agreement (Disability Plan) shall prevail.

ARTICLE 24 - PENSION

24.01 The employer agrees to promptly execute a Pension Agreement in the standard format used by the Automotive Industries Pension Fund ("Pension Fund") providing for, among other things, the following:

24.01 a) Eligibility: Employee's eligibility for benefits will be determined under the rules of the Pension Fund and the Pension Agreement signed by the Employer.

24.01 b) Contributions: Employer contributions will be payable on the employees as provided in the Pension Agreement at the following monthly contribution rate in accordance with the following:

Automotive Industries Pension Rehabilitation Plan: Automotive Industries has recently revised its Pension Rehabilitation Plan to reduce the pension surcharge effective January 1, 2013, from 12.5% to 5%. Therefore, as per the Automotive Industries Pension Rehabilitation Plan, the Employer agrees to pay the surcharge of five percent (5%) each year of the agreement that Automotive Industries will implement effective January 1, 2013, per month per employee, as required by the Trust Fund. The beginning rate effective April 1, 2008, per month per eligible employee is \$340.00. The following reflects the surcharge:

Effective:	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>	<u>1/1/16</u>
	\$357.00	\$374.85	\$393.60	\$413.27

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 Pacific Auto Repair, Inc.

Address 124 Highland Avenue

City Burlingame State CA Zip Code 94010 Telephone No. (650) 343-4931

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>357.00</u>	Effective:	<u>August 1</u> <u>20</u> <u>13</u>
IARP Plan	\$ _____	Effective:	<u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of August, 20 13.

Employer: Pacific Auto Repair, Inc.

Union: IAM & AW, Local 1414

Authorized by (Print Name) GARY V. BLAUM

(Print Name)

David S. Taylor

(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.)

PALM AVENUE MOTORS, INC.