

SAFEWAY STORES, INC.

A G R E E M E N T
between
SAFEWAY, INC.
-and-
MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA

Effective: September 28, 2014
Through: September 1, 2018

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EXHIBIT A -ATTENDANCE CONTROL POLICY
EXHIBIT B – SAFEWAY, INC. STANDARD OF CONDUCT
EXHIBIT C - DRUG & ALCOHOL POLICY PROGRAM
LETTER AGREEMENT 1 RE: VACATION ENTITLEMENT

F. Subject to the Health and Welfare eligibility requirements for covered employees, the Company agrees to pay a monthly premium for the Trust-sponsored \$50,000.00 life insurance plan and the Accident and Sickness Plan ("A & S" Plan).

ARTICLE XXVII – MACHINISTS RETIREE INVESTMENT TRUST

For the purpose of this Article, term "eligible employee" shall mean any employee who has worked eighty (80) hours, or has been paid for eighty (80) hours, or more in the calendar month immediately preceding the month in which the contribution is made.

Effective October 2, 2011, the Company will contribute \$51.99 per month for each eligible employee to the Machinists Retiree Investment Trust.

The bargaining unit may elect to divert a portion of the annual wage increase to the Machinists Retiree Investment Trust. Any wage diversion will be calculated on the basis of 173.3 hours for the purposes of determining the monthly contribution amount. The Union will notify the Company of any such wage diversion no later than sixty (60) days before the annual wage increase is put into effect.

ARTICLE XXVIII. – WAGES

Wages: The following wage increases shall be applicable to all top-rated employees in each of the following years:

<u>Date</u>	<u>Increase</u>	<u>Wage Rate</u>
September 28, 2014 -	\$1.03/hr	\$28.91/hr
August 30, 2015 -	\$0.87/hr	\$29.78/hr
August 28, 2016 -	\$0.85/hr	\$30.63/hr
August 27, 2017 -	\$0.89/hr	\$31.52/hr

*The Company will also pay a signing bonus of \$114.00, minus applicable taxes, to all employees on the payroll as of the date of ratification.

Refrigeration Mechanic Premium: Effective December 14, 2008, a premium of \$0.75 will be paid to Refrigeration Mechanics, holding the required licensing, on all hours worked or paid on the 2nd or Swing shift.

Effective December 14, 2008, a premium of \$1.00 will be paid to Refrigeration Mechanics, holding the required licensing, on all hours worked or paid on the 3rd or Graveyard shift.

ARTICLE XXIX - PENSION

1. In each year of the Agreement, the entire bargaining unit may elect to divert monies from the wage increases into their pension or health and welfare contributions, up to a maximum of the annual increase per hour in each year of the Agreement, which is applied to top rates.

2. Effective for hours paid as of September 28, 2000, the Company shall contribute to the Automotive Industries Pension Plan, on the dates set below.

3. For all employees hired after ratification of this Agreement, the Company will contribute Twenty-Six Dollars (\$26.00) after the second month of employment (.15 per hour for the second 173.3 hours) and on completion of the third month of employment, an additional Twenty-Six Dollars (\$26.00) (.15 per hour for the third 173.3 hours). Thereafter, the full rate of contribution shall apply.

4. For non-probationary employees covered by the Agreement, the following pension increases shall apply, regardless of wage diversions:

Effective January 1, 2014 \$875.91/mo (\$5.06/hour)
(\$700 Pension; \$104.16 IAP; \$71.75 Rehabilitation Plan)

Effective January 1, 2015 \$914.50/mo (+\$0.22/hour)
(\$700 Pension; \$104.16 IAP; \$110.34 Rehabilitation Plan)

Effective January 1, 2016 \$955.01/mo (+\$0.23/hour)
(\$700 Pension; \$104.16 IAP; \$150.85 Rehabilitation Plan)

Effective January 1, 2017 \$997.56/mo (+\$0.25/hour)
(\$700 Pension; \$104.16 IAP; \$193.40 Rehabilitation Plan)

Effective January 1, 2018 \$1,042.23/mo (+\$0.26/hour)
(\$700 Pension; \$104.16 IAP; \$238.07 Rehabilitation Plan)

In addition to the pension requirements set forth above, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan which is in effect as of the effective date of this Agreement. The Employer and the International Association of Machinists & Aerospace Workers, District Lodge 190, Local 1546 acknowledge that any supplemental contributions made by the Employer pursuant to the terms of the Rehabilitation Plan, will not result in benefit credit to the employees of the Employer.

In the event of a change or merger of the Automotive Industries Pension Plan that results in a reduction or elimination of Rehabilitation Plan surcharges, the Union and the Employer agree to open the contract specifically to discuss the reallocation of these funds.

5. The Company shall pay each employee's full month's pension contribution based upon 173.3 hours at the rates above, provided the employee worked 80 straight-time hours in the previous month.

6. The parties agree to abide by the rules and regulations promulgated by the Trustees of the Automotive Industries Pension 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

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name SAFeway, INC.

Address 16900 W. Schulte Road

City Tracy State CA Zip Code 95376 Telephone No. (209) 833-4700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 700.00 Effective: January 1 20 14

IARP Plan \$ 104.16 Effective: January 1 20 14

****PLEASE SEE THE CONTRACT FOR REHABILITATION RATES & FUTURE DATES & RATES**

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.

SAN LEANDRO AUTO

SAN LEANDRO AUTO

Effective: September 1, 2015
Through: August 31, 2018

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ARTICLE XV. HEALTH AND WELFARE

The Employer hereby stipulates and agrees to pay into the Automotive Industries Welfare Fund monthly payments for each employee to continue to provide the Medical, Dental, Vision, \$50,000 Life Insurance, Accident & Sickness Disability Plan. It is understood and agreed that the Employer shall, upon notification by the Board of Trustees or the Union, make necessary adjustments in the premium rates or coverage as determined by the Board of Trustees or the Union. The Employer agrees to sign the necessary subscribers agreement(s) which are incorporated in this agreement by reference thereto and further agrees to from time to time sign all or any additional subscribers agreement(s); or other papers necessary to carry out the term of this Article.

ARTICLE XVI. PENSION FUND

The monthly pension contribution to Automotive Industries Pension Trust Fund for each eligible employee shall be as follows:

<u>Effective</u>		<u>Amount</u>
September 1, 2015	-	\$315.00

IAM National Pension Plan see Attachment A.

ARTICLE XVII CALIFORNIA MACHINISTS 401(K) PLAN

The Employer agrees that upon written authorization from each of his or 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 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 that he or it 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.

The Employer further agrees to authorize the Employer Trustees appointed to said Trust as his or its attorneys in fact for the purposes of conducting all business of said Trust Fund, including the appointment of Employer Trustees or conducting any other business which may be conducted by said 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

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name SAN LEANDRO AUTO

Address 920 ESTABROOK ROAD

City SAN LEANDRO State CA Zip Code 94577 Telephone No. (510) 895-9422

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 315.00 Effective: SEPTEMBER 1, 20 15

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 (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 October, 2015.

Employer: SAN LEANDRO AUTO Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) DAVID ALEXANDER

(Print Name) ROBERT PINTOS

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

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

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

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

SAN PABLO AUTOMOTIVE SUPPLY

MASTER AGREEMENT

between

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA
International Association of Machinists and Aerospace Workers

and

TEAMSTERS AUTOMOTIVE EMPLOYEES UNION LOCAL NO. 853
affiliated with the International Brotherhood of Teamsters

and

S.T.M., INC. d.b.a.
SAN PABLO AUTOMOTIVE SUPPLY
13965 San Pablo Avenue
San Pablo, California 94806 (Main Office)

Effective
April 1, 2013 to March 31, 2014

The Employer shall reimburse the employees for any reimbursable amounts that exceed the normal reimbursable costs associated with the Automotive Industries Plan A health and welfare benefits. However, each employee will pay the first \$500.00 toward their reimbursement amounts.

In the event the Employer exercises the right to use another source to provide benefits, the Employer shall only be required to pay into the Automotive Industries Welfare Fund the specific amount necessary to pay for the benefits that are actually obtained through the Automotive Industries Welfare Fund.

Section 6. The Union will notify the Company by September 1 of each year of any changes in the Automotive Industries Health & Welfare benefits.

ARTICLE XXI. PENSION

Section 1. Premium Payments: During the period of this Agreement the Employer agrees that he will pay into the Automotive Industries Pension Trust Fund a monthly premium for each eligible employee in accordance with the following schedule:

04/01/2013

Parts People	\$250.00
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Drivers and Stockroom Clerks	\$137.50
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ARTICLE XXII. EFFECTIVE AND ANNIVERSARY DATE

This Agreement shall be in full force and effect April 1, 2013 and ending March 31, 2014. From and after April 1, 2014, 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 March 31, 2014 and any March 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.

There shall be no cessation of work or lockout during such conferences.

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

ATPA

PENSION SUBSCRIBER AGREEMENT

Firm Name STM., Inc., d.b.a. San Pablo Automotive Supply

Address P. O. Box 1709

City Martinez State CA Zip Code 94553-0709 Telephone No. (925) 372-4894

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$250.00 Parts People/\$137.50 Drivers & Clerks Effective: April 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.

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

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 30 day of April, 2013.

International Association of Machinists & Aerospace Workers

Employer: S.T.M., Inc. d.b.a. San Pablo Automotive Supply Union: Machinists Automotive Trades District Lodge 190

Authorized by (Print Name) Randy Rickey, President

(Print Name) Rick Rodgers, 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.

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

SANTA CLARA CO AUTO APPRENT TRUST



AGREEMENT

Between

MACHINISTS AUTOMOTIVE LOCAL 1101

And

**SANTA CLARA COUNTY AUTOMOTIVE INDUSTRY APPRENTICESHIP TRUST FUND AND
APPRENTICESHIP CLERICAL STAFF**

APRIL 1, 2011- MARCH 31, 2015

ARTICLE 10. CLASSIFICATIONS AND MINIMUM WAGE SCALES

Regular employee:

Is an employee regularly scheduled to work as agreed upon between the Employer and the employee, who shall receive all the benefits provided for in this Agreement.

General Office Clerk

Scope of work: Type letters or documentation from rough draft or copy materials at the rate of 45 wpm; file and maintain files; cashier and process apprenticeship applications and clearances; perform data entry, answer and process telephone calls; operate office machines; interface with apprentices or applicants; and other clerical duties as assigned.

Rates of Pay Effective: 10/1/12 \$25.00

Rates of Pay Effective: 10/1/13 \$25.50

Rates of Pay Effective: 10/1/14 \$26.00

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- (a) It is understood and agreed that no employee shall suffer any reduction in wages and conditions as a result of the signing of this Agreement

ARTICLE 11. PENSION PLAN

The Employer agrees to contribute into a Trust Fund known as Automotive Industries Pension Trust Fund for the account of each eligible employee working under this Agreement.

\$125.00 per month.

ARTICLE 12 - LEAVES OF ABSENCE

Employees may be granted leaves of absence without pay for reasonable periods of time, which leaves of absence, shall not affect the employee's rights under this Agreement. Conditions of leaves of absence shall be reduced to writing.

Family Medical Leave Act Nothing herein shall preclude the Employer from being in compliance with the Family Medical Leave Act of 1993. This clause is not subject to binding arbitration.

Maternity Leaves: The Employer agrees to comply with the Pregnancy Disability Act of 1979 in accordance with Federal and State Law.

RECEIVED
JAN 22 2013
ATPA

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 Santa Clara County Automotive Apprenticeship
Address 2102 Almaden Rd. Ste 105 Trust Fund
City San Jose State CA Zip Code 95125 Telephone No. (408) 445-3022

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>125.00</u>	Effective: <u>April 1st</u> <u>2011</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 20th day of November, 2012.

Employer: Santa Clara County Apprenticeship Trust Fund Union: Machinist Local 1101

Authorized by (Print Name) George Loughran (Print Name) Jim Schwartz
(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.