

## SSA TERMINALS (LOCAL 1414)

**2015- 2018**

***SSA TERMINALS***

and

MACHINISTS AUTOMOTIVE TRADES  
DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA  
OF  
THE INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS

and

**PENINSULA AUTO MACHINISTS  
LOCAL LODGE 1414**

and

**July 1, 2015 - June 30, 2018**

- 25.4 It is agreed that the Health, Life Insurance (\$50,000), Delta Dental Plan 9, Orthodontia, Prescription Drug, Vision Care, Accident and Sickness Disability Plan herein granted to Union members shall be purchased by the Employer and the Trust Fund shall Provide the benefits set forth in the documents identified as Automotive Industries Health and Welfare Agreements which are attached to and made a part of this Agreement.
- 25.5 The benefits to be provided and the method of filing claims shall be communicated to the covered Employer and the employees by the Administrative Office of Automotive Industries Welfare Fund.
- 25.6 The Employer shall continue to make contributions for the applicable Welfare Fund coverage if an employee is off work due to illness or injury for a period of up to twelve (12) months.
- 25.7 Sick leave shall be integrated with the Accident and Sickness Disability Plan. The Employer will pay an amount, which, added to the above plans, which will equal the employee's regular wages. Only that amount of sick leave credit paid by the Employer shall be charged against the employee's sick leave credit.

#### **SECTION 26.**

#### **MICHAEL J. DAY MACHINISTS RETIREE INVESTMENT TRUST**

- 26.1 In addition to the payments for health and welfare benefits described in Section 25 above, the Employer agrees to contribute for each eligible employee \$369.45 per month, effective with hours worked in July 1, 2015, to the Machinists Retiree Investment Trust for the purpose of providing retiree health and welfare benefits. The Employer agrees to be bound by the terms of the Trust Agreement of the Machinists Retiree Investment and to sign the standard subscriber agreement, if any, required by that Trust for an Employer to participate. Subject to the terms of this Article 26, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

#### **SECTION 27.**

#### **PENSION**

- 27.1 The Employer agrees to abide by all of the terms and conditions of the Trust Agreement creating the Automotive Industries Pension Trust Fund as it has been or may be modified, altered, or amended and all regulations and rules of the Board of Trustees of such Trust as may be adopted from time to time. The Employer further agrees to abide by and be bound by the method of selection of the Trustees of such Trust as specified in said Trust. Effective July 1, 2015, the Employer agrees to contribute Seven Hundred Dollars (\$700) per month to Automotive Industries Pension Fund. The Employer agrees to contribute Six Hundred Dollars and Sixty-Eight Cents (\$655.68) per month to the Individual Account Retirement Plan.
- 27.2 The Employer further agrees to adopt the Rehabilitation Plan as set forth by the Board of Trustees and agrees to make the necessary contributions.
- 27.3 The Employer will continue to make monthly pension contributions for the first two months an employee is off work due to industrial disability and is receiving workers compensation payments.
- 27.4 Effective July 1, 2015, the Employer agrees to begin contributing to the IAM National Pension Fund in the amount of \$3.00 per hour.

Effective July 1, 2016	\$4.00 per hour
Effective July 1, 2017	\$5.00 per hour

IAM National Pension Plan see Attachment A on page 25.

## **SECTION 28.**

## **MACHINISTS 401(K) PLAN**

- 28.1 The Employer agrees to subscribe to California Machinists 401(k) Trust at no administrative cost other than the cost associated with deducting authorized employee contributions and transmitting them to the Trust.

Effective July 1, 2015, the Employer agrees to contribute \$173.33 per month for each employee to the 401k Plan. Employees also have the option to participate in the Employer's 401k Plan, but may not participate in both after ratification of this contract.

- 28.2 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 401k Trust for the purpose of providing 401k benefits to the eligible employee.
- 28.3 The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15<sup>th</sup>) day of the month following the completion of the work month in which such contributions have been authorized.
- 28.4 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.
- 28.5 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 Trustees of said Trust Fund.
- 28.6 Tax Approvals: Pension, Welfare, and 401(k) Plan agreements in this Agreement are all subject to and conditional upon receipt of satisfactory tax rulings, if such are necessary, from appropriate Federal and State agencies. If unsatisfactory rulings are received, the Parties will meet to make the changes to these agreements required by the agencies to comply with their rulings.

# 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 SSA TERMINALS

Address 1717 MIDDLE HARBOR ROAD

City OAKLAND State CA Zip Code 94607 Telephone No. ( 510) 433-1631

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 700.00 Effective: JULY 1, 20 15

IARP Plan \$ 655.68 Effective: JULY 1, 20 15

**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 26th day of October, 20 15.

Employer: SSA TERMINALS Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA LOCAL LODGE 1414

Authorized by (Print Name) KEN LARSON (Print Name) DON CROSATTO  
(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.)

## SSA TERMINALS (LOCAL 1484)

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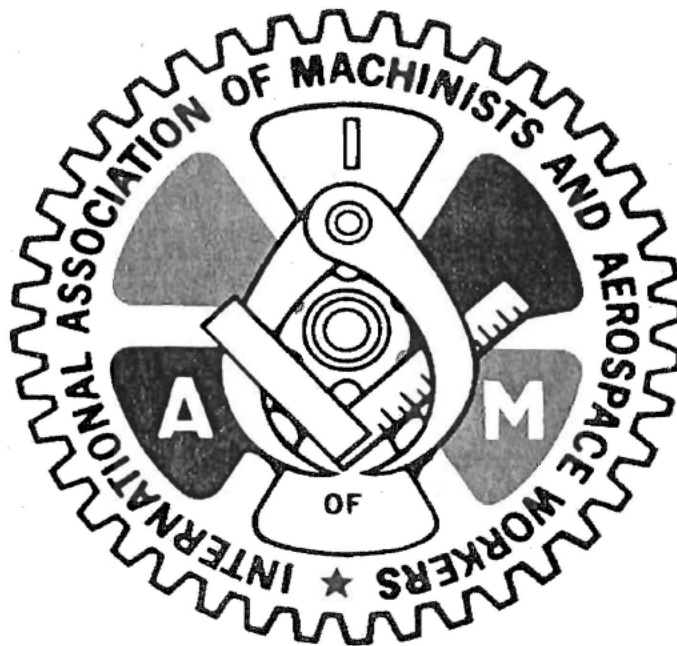
# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SSA TERMINALS

-AND-

MACHINISTS AUTOMOTIVE TRADES  
DISTRICT LODGE #190, LOCAL LODGE #1484



JULY 1, 2010 – JUNE 30, 2015



within this category, outline herein.

- 7.7 The starting time for a third shift shall be commensurate with the closing time of an established second shift. The duration of the third shift shall be not less than five (5) hours without a meal period.
- 7.8 The rate of pay for third shift shall be eight (8) hours pay at the straight time rate of five (5) hours of work. If the shift lasts in excess of five (5) but less than nine (9) hours, the rate of pay for the sixth, seventh, eighth and ninth hour shall be at one and one-half (1 ½) times the prevailing rate.
- 7.9 Employees assigned to the third shift shall receive a guarantee of twenty-five (25) hours of work or forty (40) hours of straight time pay per week, Monday through Friday.
- 7.10 Assignment of employees to the third shift shall be made in the same manner as the second shift.
- 7.11 Any employee who has been removed from a shift involuntarily, within one (1) year of an opening of such shift, shall be given first option to return to such shift. If such employee does not choose to exercise his option, shift openings shall be filled by bid, as outlined in 7.6 above.
- 7.12 Five (5) working days notice shall be given of any involuntary shift change except in an emergency.

## **PENSIONS**

### **SECTION 8**

- 8.1 **The Employer shall contribute for each employee into the Automotive Industries Pension Plan the amounts specified in Section 8.3, in accordance with the Participation Agreement (Appendix B) and shall contribute for each employee in to the IAM National Pension Fund the amounts specified in Section 8.4, in accordance with the IAM Participation Agreement (Exhibit C). By this reference, Appendix B and Appendix C are hereby incorporated into and made a part of this Agreement.**
- 8.2 The Employer agrees to abide by all of the terms and conditions of the Automotive Industries Pension Trust Fund "Trust Agreement" and the IAM National Pension Fund "Trust Agreement" as it has been or may be modified, altered, or amended and all regulations and rules of the Board of Trustees of such Trust(s) as may be adopted from time to time. The Employer further agrees to abide by and be bound by the method of selection of the Trustees of such Trust(s)

as specified in said Trust.

- 8.3 The Employer agrees to pay for each employee per month as outlined below to the Administrator of the Automotive Industries Pension Trust Fund as follows for the remainder of the Agreement:

Regular	Rehab	Total		
\$703.22	\$0.00	\$703.22	-	Effective July 1, 2010
\$703.22	\$0.00	\$703.22	-	Effective July 1, 2011
\$703.22	\$0.00	\$703.22	-	Effective July 1, 2012
\$703.22	\$87.90	\$791.12	-	Effective July 1, 2013
\$703.22	\$186.79	\$890.01	-	Effective July 1, 2014

The above schedule of contribution rates was provided to the parties by the plan sponsor, the Automotive Industries Pension Plan Board of Trustees, in its Rehabilitation Plan; and was relied upon by the bargaining parties in negotiating this agreement. Accordingly this schedule shall remain in effect for the duration of this agreement as required by the Pension Protection Act.

- 8.4 The Employer agrees to pay for each employee per month as outlined below and/or is agreed to in Appendix "C" to the Administrator of the IAM National Pension Fund as follows for the remainder of the Agreement:

\$1,057.32	per month	-	Effective July 1, 2010
\$1,187.32	per month	-	Effective July 1, 2011
\$1,317.32	per month	-	Effective July 1, 2012
\$1,447.32	per month	-	Effective July 1, 2013
\$1,577.32	per month	-	Effective July 1, 2014

- 8.5 Also, the Company is to make available a 401-K Plan for those employees wishing to participate (20% participation required).
- 8.6 All regular monthly Pension contributions by the employer shall be made while an employee is off work due to work related injury, personal illness for up to ninety (90) days. Eighteen (18) months and/or the exhaustion of all accrued unused sick leave.
- 8.7 The company agrees to continue all pension payments for three (3) calendar months beginning the first of the month following an employee becoming unable to work due to an industrial injury or illness, thereafter at the employees option/request, the employee may use accumulated sick leave to pay pension payments.

- 8.8 When using sick leave with SDI or workers compensation, sick days will be reduced to hours at the employees prevailing rate of pay, only the amount necessary will be charged against an employee unused accrued sick leave.
- 8.9 When sick leave is used with workers comp – to a maximum of eighteen (18) months when sick leave is used with SDI until the exhaustion of sick leave should the employee be incapacitated, next of kin or union representative may request his sick leave.
- 8.10 Upon the employees retirement, the Employer will buy out up to twenty (20) days of unused sick leave after (20) years of service, provided that no more than twenty (20) days of sick leave was not used in the last twelve (12) months of employment.

**GENERAL HEALTH AND WELFARE**  
**SECTION 9**

- 9.1 The Employer and the Union have agreed to cover all bargaining unit employees with a health and welfare plan of benefits obtained through the Los Angeles Machinists Benefit Trust Health and Welfare Fund, referred to as the "Trust Fund".
- 9.2 General Health and Welfare Benefits; For the period July 1, **2010** through June 30, **2015**, the employer shall pay the required monthly contribution established by the Trust Fund to provide Maintenance of Benefits as described herein Los Angeles Machinists Benefits Trust Health and Welfare Fund Present Benefits Letter Proposal dated May 18<sup>th</sup> 2006 referred to as Participation Agreements Addendum "A" and Appendix "A1". These benefits will in no event result in any payroll deduction by the bargaining unit employees or other required contributions to maintain benefits. Employer will make the contribution necessary to cover all eligible spouses and dependents as determined by applicable State and federal law.
- 9.3 Effective July 1<sup>st</sup>, **2010** and each succeeding month during the term of the collective bargaining agreement, the Employer agrees to contribute to the Trust Fund and sum of **One Thousand, Four Hundred and Ninety-Eight Dollars \$1,498.00** for each bargaining unit employee. The contribution is due on or before the tenth (10<sup>th</sup>) day of each month.
- 9.4 The rate of **One Thousand, Four Hundred and Ninety-Eight Dollars \$1,498.00** per employee will remain in effect through December 31<sup>st</sup>, 2010 thereafter, the Employer agrees to increase the monthly contribution rate if necessary for

**Letter of Understanding  
Automotive Industries Pension Plan  
Modification of Rehabilitation Plan "Company" Supplemental Contributions.**

Whereas, the Machinists Union Local Lodge No.1484 and on behalf of it's District Lodge No.190 hereinafter referred to as the "Union." The employer SSA Terminals hereinafter referred to as the "Company" or jointly the Union and the Company referred to as the "parties".

Whereas, the Union and the Company have an established existing perviously agreed upon Southern California (CBA) collective bargaining agreement, July 1, 2010 - June 30, 2015.

Whereas, the purpose of this joint Letter of Understanding is to only allow the Company to reduce and lower previously negotiated agreed upon (AIPP) Automotive Industries Pension Plan Rehabilitation Plan monthly supplemental contributions obligation.

Whereas, the Union and the Company have agreed and entered into a Letter of Understanding between the bargaining parties in lowering the (AIPP) Rehabilitation Plan monthly supplemental contributions from the 12.5% equal to 5% effective January 1, 2013 and/or as outlined in the newly agreed upon (AIPP) pension subscriber agreement determined and established by the (AIPP) over the term of the the collective bargaining agreement.

Whereas, the parties hereto have agreed and entered into, executed and signed a new (AIPP) pension subscriber agreement. This shall change and/or modify our previously negotiated agreed upon understandings. Moreover, this Letter of Understanding along with the newly agreed-upon Automotive Industries Pension Fund, (Pension Subscriber Agreement) shall become a part of the existing collective bargaining agreement.

In witness whereof, the parties hereto have executed this agreement the 26<sup>th</sup> day of December, 2012

For the Union

Redacted by the U.S. Department  
of the Treasury

Kevin J. Kucera  
Business Representative  
Machinists Union Local Lodge No. 1484

For the Company

Redacted by the U.S.  
Department of the Treasury

Robert "Bob" Kelly  
M&R Operations Manager  
SSA Terminals

KJK

(2) Attachments: (AIPP - Pension Subscriber Agreement January 1, 2013, July 1, 2014.)

cc: Bargaining Unit Membership  
James Beno, DBR DL 190  
Don Crosatto ADBR DL 190  
File

Firm Name S.S.A. TERMINALS  
Address 1521 PIER "J" AVENUE  
City LONG BEACH State CA Zip Code 90802 Telephone No. (562) 951 3283

**Monthly Contribution Rate in Collective Bargaining Agreement**

\$ <u>703.22</u>	Effective: <u>JULY 1</u>	<u>20 10</u>
\$ <u>703.22</u>	Effective: <u>JULY 1</u>	<u>20 11</u>
\$ <u>703.22</u>	Effective: <u>JULY 1</u>	<u>20 12</u>

**PENSION AGREEMENT**

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

**OVER**

**AL MOTIVE INDUSTRIES PENSION FUND**  
**1640 SOUTH LOOP ROAD • ALAMEDA, CA 94502 • Phone (510) 836-2484**

Firm Name S.S.A. TERMINALS  
Address 1521 PIER "J" AVENUE  
City LONG BEACH State CA Zip Code 90802 Telephone No. (562) 951 3283

**Monthly Contribution Rate in Collective Bargaining Agreement**

\$ <u>703.22</u>	Effective: <u>JULY 1</u>	<u>20 13</u>
\$ <u>703.22</u>	Effective: <u>JULY 1</u>	<u>20 14</u>
\$ <u><del>703.22</del></u>	Effective: <u><del>JULY 1</del></u>	<u>20 <del>13</del></u>

**PENSION AGREEMENT**

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

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

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

**OVER**



## SSA TERMINALS

## ST CLAIRE CADILLAC

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

STEVENS CREEK CADILLAC, INC. d/b/a ST. CLAIRE CADILLAC, SANTA CLARA  
IMPORTED CARS, INC. d/b/a HONDA OF STEVENS CREEK and SONIC-STEVENS  
CREEK B, INC. d/b/a STEVENS CREEK BMW

And

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN  
CALIFORNIA

For And On Behalf Of

AUTOMOTIVE MACHINISTS LODGE NO. 1101, INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS, AFL-CIO

**A G R E E M E N T**

**Between**

**SONIC-STEVENSON CREEK B, INC. d/b/a STEVENSON CREEK BMW,  
SANTA CLARA IMPORTED CARS, INC. d/b/a HONDA OF STEVENSON CREEK  
and STEVENSON CREEK CADILLAC, INC. d/b/a ST. CLAIRE CADILLAC  
And**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190  
OF NORTHERN CALIFORNIA**

**For And On Behalf Of**

**AUTOMOTIVE MACHINISTS LOCAL LODGE 1101,  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO**

**May 28, 2015 – May 27, 2018**

THIS AGREEMENT is made and entered into this 27th day of May, 2015, by and between SONIC-STEVENSON CREEK B, INC. d/b/a STEVENSON CREEK BMW, SANTA CLARA IMPORTED CARS, INC. d/b/a HONDA OF STEVENSON CREEK and STEVENSON CREEK CADILLAC, INC. d/b/a ST. CLAIRE CADILLAC, hereinafter called the "EMPLOYER," and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, for and on behalf of MACHINISTS AUTOMOTIVE LOCAL LODGE 1101, I.A.M. & A.W. OF CALIFORNIA, hereinafter called the "UNION."

involved in the dispute, shall be eligible to serve as a Member of the Board of Adjustment. A decision by a majority of the members of such Board shall be final and binding on all parties. In the event that the Adjustment Board is unable to reach a decision by majority or unanimous vote on any such matter, such dispute may be referred to an impartial arbitrator whose decision shall be final and binding. Either party must request to proceed to arbitration in writing within five (5) days of the issuance of a decision by the Board of Adjustment or the request will be untimely and all claims relating to the grievance will be deemed waived.

17.7 The costs of the arbitration, including the arbitrator and reporter fees, shall be borne by the losing party.

17.8 In discharge and discipline cases, the arbitrator shall have no authority to award back pay for more than ninety (90) days. Any award of back pay shall be reduced by the interim earnings of the grievant(s). The parties agree that arbitrations shall be scheduled on an expedited basis within no more than ninety (90) days after the filing of a grievance.

**SECTION 18. MOONLIGHTING**

18.1 The Employer and the Union agree that any associate engaging in auto repair work for monetary payment outside his regular working hours or non-auto work during scheduled work hours while on the payroll of the Employer 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 associate when discharge is requested by the Union. The Employer agrees that in instances of discharge initiated by the Employer, proof of violation of this provision will be provided by the Employer.

**SECTION 19. RETIREMENT**

19.1 Except as provided in section 19.3, on the first of the month following completion of 90 calendar days of employment, the Employer shall contribute on a monthly basis on behalf all bargaining unit associates into the Automotive Industries Pension Trust as follows:

Senior Master Technicians, Master Technicians, Journeymen and Line Technicians:

First year of employment:	\$25.00 per month
Next six (6) months:	\$25.00 per month
Next six (6) months:	\$25.00 per month
Thereafter:	\$25.00 per month

Utility Technicians and Trainees:

First year of employment:	\$25.00 per month
Next six (6) months:	\$25.00 per month
Next six (6) months:	\$25.00 per month
Thereafter:	\$25.00 per month

The Employer agrees to make the 5% annual pension surcharge contribution that is required by the Automotive Industries Pension Trust’s current rehabilitation plan.

19.2 Each unit associate shall be entitled to participate in the California Machinists 401(k) retirement plan. Except as provided in section 19.3, the Employer shall make monthly contributions into the retirement accounts for all non-probationary associates as follows:

Senior Master Technicians, Master Technicians, Journeymen and Line Technicians:

First year of employment:	\$100.00 per month
Next six (6) months:	\$150.00 per month
Next six (6) months:	\$225.00 per month
Thereafter:	\$308.65 per month

Utility Technicians and Trainees:

First year of employment:	\$42.50 per month
Next six (6) months:	\$62.50 per month
Next six (6) months:	\$100.00 per month
Thereafter:	\$141.83 per month

19.3 It is agreed between the parties that the Employer has the right, at its sole discretion to withdraw from and to cease contributions to the Automotive Industries Pension Trust at any time during the term of this Agreement. Once the Employer elects to cease contributions to the Automotive Industries Pension Trust, the amounts previously paid to the Pension Plan will be shifted to each associate's 401(k) Plan account.

## **SECTION 20. SENIORITY**

20.1 An associate's seniority is defined as the length of his continuous service from his most recent date of hire by the Employer.

20.2 An associate shall not attain seniority until after he has completed a probationary period of ninety (90) working days of continuous employment in the employ of the Employer since his most recent date of hire by the Employer. For purposes of benefit eligibility, the probationary period shall be ninety (90) calendar days.

20.3 In the event that the Employer deems it necessary to reduce the work force, associates shall be selected for layoff on the basis of seniority, job experience in the industry, ability, skill, and the Employer's business needs as determined by the Employer. Associates retained or recalled must be available, willing, competent, qualified and, if necessary, licensed and factory certified to perform the remaining work to be done.

20.4 Continuous service and seniority for all purposes shall be broken and seniority rights shall be forfeited by:

- (a) Failure to notify the Employer and the Union of intent to return to work within seventy-two (72) hours after the date recall notice is received at the associate's last known address on record with the Employer.
- (b) Voluntary quit.