

# 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 Sonic-Stevens Creek B, Inc. d/b/a Stevens Creek BMW

Address 4343 Stevens Creek Boulevard

City Santa Clara State CA Zip Code 95051 Telephone No. (408) 249-9070

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 25<sup>00</sup>

Effective: May 27 2015

IARP Plan \$ \_\_\_\_\_

Effective: \_\_\_\_\_ 20\_\_\_\_

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

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

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

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

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

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

**D. Payment Procedures.**

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

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

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

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

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

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

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

**F. Plan Documents.**

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

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

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

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

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

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

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**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 27 day of May, 2015.

Employer: Sonic-Stevens Creek B, Inc. d/b/a Stevens Creek BMW Union: IAM & AW Local 1101

**STEPHEN K. COSS SECRETARY**

Authorized by (Print Name) \_\_\_\_\_

(Print Name) Richard Breckenridge

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

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

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

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

# ST FRANCIS ELECTRIC

# ST. FRANCIS ELECTRIC, LLC

Effective: September 1, 2015  
Through: August 31, 2019

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## **SECTION 24. CALL BACK TIME**

24.01 Except as provided for in Section 22, employees who are called back to perform emergency work after they have left the plant shall be guaranteed three (3) hours' pay at time and one-half their straight time shift rate of pay whether three (3) hours of work are performed or not.

## **SECTION 25 HEALTH AND WELFARE**

25.01 Premium Payments: For the purpose of providing Health and Welfare, Dental, Prescription Drugs, Vision Care Benefits, \$50,000 Life Insurance, Orthodontic and Disability Plan coverage for employees and the employee's dependents, the Employer agrees to pay into Automotive Industries Welfare Fund Plan A, premiums in accordance with the provisions of the Trust Agreement and Subscribers Agreement heretofore signed by the Employer.

25.02 In settlement of 2015 negotiations, the increase cost of Health and Welfare shall be diverted from the wage increase each September 1st.

## **SECTION 26. MJ DAY MACHINISTS RETIREE INVESTMENT TRUST**

26.01 In addition to the payments for health and welfare benefits described in Section 26, above, the Employer agrees to contribute for each eligible employee \$28.00 per month, to the Michael J Day Machinists Retiree Investment Trust, for the purpose of providing retiree health and welfare benefits. The Employer agrees to be bound by the terms of the Trust Agreement of the Machinists Retiree Investment Trust and to sign the standard subscriber agreement, if any, required by that Trust for an Employer to participate. Subject to the terms of this Section 26, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

## **SECTION 27. PENSION**

27.01 Pension Contributions: During the period of this agreement the Employer agrees that he will pay into the Automotive Industries Pension Trust Fund a monthly contribution for each eligible employee in accordance with the following schedule:

**\$700.00 – September 1, 2015**

27.02 It is mutually understood that all of the Employer contributions as provided herein shall be deductible from gross income under Section 404 of the Internal Revenue Code.

27.03 The Employer agrees to sign the required Subscribers Agreements to the Automotive Industries Pension Fund, which are incorporated into this agreement by reference thereto.

## **SECTION 28. 401K PLAN**

It is hereby agreed that the Employer and the Union agree to modify the existing collective bargaining agreement between the parties to provide for employee contributions through payroll deduction to the California Machinists 401(k) Plan.

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May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name ST. FRANCIS ELECTRIC, LLC

Address P.O. BOX 2057

City SAN LEANDRO State CA Zip Code 94577 Telephone No. ( 510) 639-0639

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 700.00 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.

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(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 9th day of Sept, 2015.

Employer: ST. FRANCIS ELECTRIC, LLC

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

Authorized by (Print Name) ROBERT SPINARDI  
(Signature) Redacted by the U.S. Department of the Treasury

(Print Name) DON CROSATTO  
(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.)

## STEVENS CREEK BMW



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.

# AUTOMOTIVE INDUSTRIES PENSION FUND

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[www.aitrustfunds.org](http://www.aitrustfunds.org) May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name Stevens Creek Cadillac d/b/a St. Claire Cadillac

Address 3737 Stevens Creek Boulevard

City Santa Clara State CA Zip Code 95050 Telephone No. (408) 244-1000

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>25<sup>00</sup></u>	Effective: <u>May 27 2015</u>
IARP Plan	\$ _____	Effective: _____ 20____

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**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 27 day of May, 2015.

Employer: Stevens Creek Cadillac d/b/a St. Claire Cadillac Union: IAM & AW Local 1101

**STEPHEN K. COSS SECRETARY**

Authorized by (Print Name) \_\_\_\_\_ (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.



# STEVENS CREEK TOYOTA



# **INDEPENDENT AUTOMOTIVE AGREEMENT**

**between**

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

**and**

**STEVENS CREEK TOYOTA**



**April 1, 2015 to and including March 31, 2019**

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** **RETIREMENT**

(A) 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 \$184.16 per month per eligible employee. Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the fifteenth (15<sup>th</sup>) day of the same month.

A regular employee, with respect to whom such monthly payments are required to be made, shall mean: (1) any employee on the payroll on the first day of the calendar month who has been on the payroll of the same Employer continuously during the preceding calendar month, and (2) any employee on the payroll on the first day of the preceding calendar month whose services with said Employer terminated thereafter during such preceding calendar month and of whom Employer made payment into said Trust Fund on the first day of the preceding calendar month. *Any newly hired employee will become eligible for pension benefits on the 1<sup>st</sup> of the month after completing ninety (90) calendar days of continuous full-time employment.*

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.

(B) Stevens Creek Toyota 401(k) Plan: The Employer hereby agrees to maintain the current Stevens Creek Toyota 401(k) plan or future successor plan as agreed to upon by the Employer and the Union.

The Employer party to this Agreement shall pay into the Stevens Creek Toyota 401(k) Plan the sum of \$184.16 per month per eligible employee. Such payments shall be due and payable on the first day of each month following the month worked.

The Employer shall make contributions utilizing the same employee eligibility criteria as found in the Automotive Industries Pension Trust Fund subscription agreement.

It is to be noted that at any time during the term of this agreement, the Union, provides Stevens Creek Toyota an official, verifiable notice from the Automotive Industries

Pension Fund stating that the Pension Plan's "unfunded Pension Liability" and the "Withdrawal Liability" is zero (Ø), the contribution being paid to the Stevens Creek Toyota 401(k) plan shall be redirected and included in the amount being paid to the Automotive Industries Pension Plan in (A) above. This change shall occur on the month following the Employer's receipt of the above letter.

(C) In no event shall the Employer be liable to contribute any amount in excess of a combined total of \$368.32.

## **ARTICLE 21**

### **SENIORITY**

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

(b) Seniority on Layoffs: In the event it becomes necessary for the Employer to reduce the number of employees, such employees shall be laid off according to seniority, subject to the qualifications and competency of the employees.

(c) Seniority on Recall: In the event it becomes necessary for the Employer to increase the number of employees, such employees shall be recalled according to seniority, subject to the qualifications and competency of the employees. Employees previously laid off shall be restored to employment provided the affected employee(s) responds to the Employer's notice of recall within seventy-two (72) hours from time of dispatch of such notice, which notice shall be directed to the employee(s) at their last known address as filed with the Employer, copies of which shall be sent to the office of the Local and/or District Lodge. This shall not preclude the right of the Employer to hire on a temporary basis pending the return to work of laid off employees.

(d) Seniority shall be broken only by the following:

1. Six consecutive months of unemployment due to layoff or off the job injury.
2. Twelve consecutive months of unemployment due to an on the job injury.
3. Discharge for cause.
4. Voluntary quit.
5. Accepting gainful employment with another employer in the industry, *excluding while on layoff.*

(e) Employee's shall be considered for layoff according to their seniority qualifications and competency as defined in subsection (b) above, within their currently held classification. These recognized classifications are as follows:

1. Journeyman Technician
2. Service Writers
3. Apprentice Technician



# 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 Stevens Creek Toyota

Address 4202 Stevens Creek Boulevard

City San Jose State CA Zip Code 95129 Telephone No. (408) 984-1234

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>184.16</u>	Effective: <u>April 1</u> 20 <u>15</u>
IARP Plan	\$ _____	Effective: _____ 20____

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

**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 29 day of April, 2015.

Employer: Stevens Creek Toyota

Union: IAM & AW Local 1101

Authorized by (Print Name) Mark Feldman

(Print Name) Richard Breckenridge

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

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

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

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

## STEWART'S BODY SHOP

# STEWART'S BODY SHOP

RECEIVED  
JUN 11 2014  
ATPA

Effective: SEPTEMBER 1, 2005

Through: AUGUST 31, 2016

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