

31.02(b) Contributions: Employer contributions will be payable at the rates and on the employees as provided in the Health & Welfare Agreement (Disability Benefit) signed by the Employer.

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

31.04 In case of any inconsistency between the terms of the Health & Welfare Agreement (Disability Benefit) and this collective bargaining agreement, the terms of the Health & Welfare Agreement (Disability Benefit) shall prevail.

Article 32 – Pension Plan

32.01 **Automotive Industries Pension Rehabilitation Plan** - As per the Automotive Industries Pension Rehabilitation Plan, the Employer agrees to pay the surcharge of five percent (5%) each year of the agreement that Automotive Industries will implement effective January 1, 2013, per month per employee, as required by the Trust Fund. The beginning rate that was effective March 1, 2011, per month per eligible employee was \$455. 42. Effective January 1, 2013, the rate will be \$478. 19; effective January 1, 2014, the rate will be \$502.10; effective January 1, 2015, the rate will be \$527. 21.

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

32.02 The employer agrees to promptly execute a Pension Agreement in the standard format used by the Automotive Industries Pension Fund (“Pension Fund”).

32.03 Eligibility: Employee's eligibility for benefits will be determined under the rules of the Pension Fund and the Pension Agreement signed by the Employer, effective the first day of the second month after date of hire.

32.04 By signing the Pension Agreement, the Employer agrees to be bound by the terms of it, the Pension Fund's Trust Agreement, and the rules of the Pension Fund, as all of them may be amended from time to time. In the case of any inconsistency between the terms of the Pension Agreement and this collective bargaining agreement, the terms of the Pension Agreement shall prevail.

32.05 Any Employer who fails to pay into such Trust Fund the monthly sum above provided shall be personally responsible to the employees herein covered for the benefits which would have been provided by such pension coverage.

32.06 If the Trustees of the above Pension Trust Fund find that an Employer has failed to make monthly contributions as above provided, it shall not be a violation of this Agreement for the

Union to take necessary economic action upon the failure of the Employer to make the monthly contributions as provided above.

Article 33 – Company Injury & Illness Prevention (IIPP) Safety Program

33.01 The Employer has established, implemented and will maintain an effective Injury and Illness Prevention Program (IIPP). The full program document, dated February 23, 2011, is attached to this Agreement as Exhibit E and is made of part hereof by incorporation. The IIPP can be changed, or new safety rules/policies implemented, only after agreement has been reached between the “company safety 34.01 manager,” Union Representative and Shop Steward at a meeting(s), to discuss the effects of proposed changes, held prior to any action taken by the Employer. Should disagreement arise, all issues will be referred to the Grievance procedure, Article 20 of this Agreement for settlement.

33.02 Joint Labor Management Meetings. The parties agree that an important goal of this Agreement is to find ways to improve the work environment morale, communication, and productivity within the company in order to make it a better place to work. To assist in this effort, the parties agree to meet and confer in good faith at least on a three month basis to address and attempt to resolve any and all matters the Union and the Employer want to bring to this forum. These meetings will be attended by at least two (2) Employer and (2) Union representatives, and no more than four (4) Employer and four (4) Union representatives.

Article 34 – Safety Equipment

34.01 The Employer will provide for employees, in the interest of maintaining High Standards of Safety, and to minimize industrial accidents, injury, and illness the following:

34.01(a) The Employer will comply with all State and Federal safety and sanitary laws. The Employer will provide washrooms and lockers for all employees, which shall be maintained and kept in clean and sanitary conditions.

34.01(b) Safety devices required by the Employer, such as but not limited to safety glasses, welder’s leathers and gloves, face shields, goggles, and safety latex type gloves, foul weather gear and foot gear, etc., shall be provided by the Employer at no expense to the employees.

34.01(c) Safety Shoes: Effective July 1, 2011 the Employer will reimburse each employee covered by this Agreement up to one hundred dollars (\$100.00) toward the purchase of a pair of “ANSI approved” safety shoes per contract year. The employee will be required to provide management with a copy of the receipt and proof of ANSI certification within thirty (30) calendar days of purchase, for the safety shoes.

34.01(d) Prescription Safety Lenses: Company will reimburse employees up to \$150.00 for the purchase of prescription safety lenses once every two years. In order to receive reimbursements, the employee must provide a copy of the itemized receipt from the optometrist showing the lenses are ANSI approved. Prescription safety frames must

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www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name RJMS dba Toyota Materials Handling Service-Northern California

Address 31010 San Antonio Street

City Hayward State CA Zip Code 94544 Telephone No. (510) 675-0500

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>478.19</u>	Effective: <u>January 1</u> <u>20</u> <u>13</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

(5) **Required 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 23rd day of March, 20 13.

Employer: Toyota Materials Handling Service Union: IAM & AW, Local 1414

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

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

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

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

TOYOTA MATERIAL HANDLING (LOCAL 2182)

AGREEMENT

between

R J M S

dba

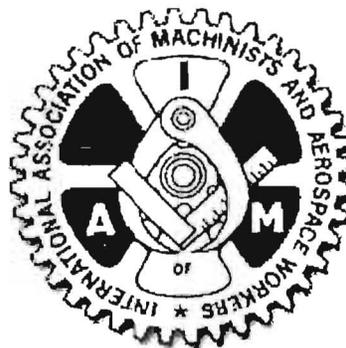
**TOYOTA MATERIAL HANDLING
Northern California**

and

MACHINISTS & MECHANICS LODGE NO. 2182

for and on behalf of

**MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA
I.A.M. & A.W.**



September 1, 2015 – August 31, 2018

Department employees are not eligible to participate in either the Automotive Industries Pension Plan or the California Machinists 401k plan.

SECTION XVI - California Machinists 401K Plan

The Company shall allow eligible employees to participate in the California Machinists 401K Plan and the Company shall sign a subscriber agreement. Contributions shall be withheld through payroll deduction using a Cafeteria 125 Plan.

SECTION XVII - Adjustment of Grievances

Should a controversy, dispute or disagreement arise during the term of this Agreement regarding the interpretation or application of the Agreement as written, there shall be no strike or lockout as a result of such controversy, dispute or disagreement but the differences shall be adjusted in the following manner:

Should a grievance arise that cannot be satisfactorily adjusted by the Employer and the Employee, the matter should then be referred to the Business Representative of the Union and the representative of the Employer for adjustment, and if the matter is not amicably settled within five (5) days, a written report shall be made by the complaining party setting forth in detail the nature of the specific issues, which shall be referred to a grievance committee, as hereinafter set forth.

All complaints must be filed in writing within thirty (30) days after the matter in dispute or disagreement is alleged to have occurred; provided that any complaints in reference to dismissal must be filed in writing to the Employer within fourteen (14) days from the date of dismissal. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved. If settlement is not reached within five (5) days the unresolved grievances shall be submitted to a Board of Adjustment, which shall be appointed as follows:

Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. In the event a majority of the appointees do not agree upon a settlement of the dispute or grievance within five (5) days after their appointment, they shall, within three (3) days thereafter, mutually select a neutral chairman who shall be disinterested and not a member of the Union, or engaged in the same line of business as the Employer, and these five (5) shall constitute a Board of Arbitration who shall render a decision within five (5) days that shall be final, binding and conclusive upon all parties.

The members of the Committee representing the Employees and the Employers, if compensated, shall be paid by the respective principals and the other expenses incurred as a result of arbitration shall be borne one-half ($\frac{1}{2}$) by the Union and one-half ($\frac{1}{2}$) by the Employer.

SECTION XVIII - Savings Clause

The contracting parties declare and agree that each section, subsection, sentence, clause and phrase of the Agreement is independent of each other, and that if any section,

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aifm.com

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name TOYOTA MATERIAL HANDLING SOLUTIONS (Sacramento, SERVICE EMPLOYEES ONLY)

Address 31010 San Antonio St.

City Hayward State CA Zip Code 94544 Telephone No. 510 675-0500

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>330.00</u>	Effective: <u>September 1, 20 15</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 3rd day of September, 2015

Employer: TOYOTA MATERIAL HANDLING SOLUTIONS Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) <u>Stephen Anderson</u>	(Print Name) <u>Mark Martin</u>
(Signature) <u>Redacted by the U.S. Department of the Treasury</u>	(Signature) <u>Redacted by the U.S. Department of the Treasury</u>

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.)

TOYOTA OF VALLEJO

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOYOTA VALLEJO

and

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA
FOR AND ON BEHALF OF
AUTOMOTIVE MACHINISTS LODGE NO. 1173**

December 6, 2013 through December 5, 2016

requirements off the Fund and any of the terms of this Agreement, the provisions of this Agreement shall prevail.

SECTION 29 RETIREMENT PLAN

29.01 Effective December 6, 2013, the Employer shall continue to make the current level of contributions for Master and Journeyman Technicians and in the Combination and Lube Tech classification to the Automotive Industries Pension Trust Fund. Those contributions amounts are as follows: Journeyman and Master Technicians (\$445.88), Combination Tech (\$250.00) and Lube Technician (\$150.00). Such contributions shall be for the purpose of providing eligible employees a pension pursuant to the Plan and Trust. There shall be no increases in Employer contributions throughout the life of this Agreement.

29.02 The sole obligation of the Employer under this section shall be to pay the contributions required, and the Employer shall have no responsibility or liability with respect to investment, entitlement to benefits, or disbursements of funds. Such matters shall be exclusive responsibility of the Trustees.

SECTION 30 VALIDITY OF AGREEMENT

30.01 If any section, paragraph, provision, or portion of this Agreement shall be declared invalid by any competent court or government agency on account of existing or subsequent legislation, such invalidation shall not affect the remaining provisions of this Agreement which shall remain in full force and effect, provided, however, upon such invalidation the parties hereto agree immediately to meet and negotiate such parts or provisions affected.

SECTION 31 OTHER AGREEMENTS

31.01 The parties signatory hereto hereby acknowledge and agree that this Agreement shall be the sole document binding upon both parties with respect to all matters involving hours of work and related conditions of employment governing employees covered by this Agreement. It is agreed that any other agreements, whether verbal or written, heretofore existing concerning employees covered by this Agreement shall be of no force or effect subsequent to the effective date of this Agreement.

SECTION 32 MANAGEMENT RIGHTS

Only those disputes arising out of interpretation or alleged violation of specific terms of this Agreement may be subject to the arbitration procedure. All rights not limited by specific terms of this Agreement remain the sole and exclusive prerogative of the Employer. Except as herein clearly and expressly limited by specific terms of this Agreement, the right of the Employer in all respects to manage his business, operations and affairs; to establish wages, hours, and other terms and conditions of employment not otherwise specifically limited by the terms of this Agreement; to change, combine,

AUTOMOTIVE INDUSTRIES PENSION FUND

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 POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Toyota of Vallejo

Address 201 Auto Mall Parkway

City Vallejo State CA Zip Code 94591 Telephone No. (707) 552-4545

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>445.88 Jrm & Master</u>	Effective: <u>December 6, 2013</u>
Combination Tech	\$ <u>250.00 Combination</u>	Lube Tech \$ <u>150.00</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:

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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.

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

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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 12th day of December, 2013.

Machinists Automotive Trades District Lodge 190

Employer: Toyota of Vallejo Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Dave Johnston, General Manager (Print Name) Rick Rodgers, Business Representative

(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.

TOYOTA OF WALNUT CREEK

July 1, 2013 - June 30, 2018

AGREEMENT

BETWEEN

TOYOTA WALNUT CREEK

AND

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE
NO. 190 OF NORTHERN CALIFORNIA

For and on Behalf of

AUTOMOTIVE MACHINISTS LODGE NO. 1173

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

And

TEAMSTERS GENERAL TRUCK DRIVERS AND HELPERS
NO. 315

27.3 Employees shall become eligible for contributions and benefits on the first day of the month following completion of sixty (60) working days.

27.4 It is agreed that the Union will instruct the Administrators of the Automotive Industries Health and Welfare Plan to send Toyota Walnut Creek schedules of all changes in benefits and schedules of all reimbursement rate changes as they occur.

27.5 All employees will continue to contribute the monthly health and welfare co-payment amount that was in effect for their classification immediately prior to ratification of this agreement, as follows:

Journeyman Automotive and Parts Technicians:	\$338.46
All Other Employees	\$303.89

27.6 The Employer shall pay 100% of the cost of increases in monthly contributions assessed by Automotive Industries Health and Welfare Plan for years 2013 and 2014. All eligible employees will pay 25% of the cost for increases assessed by the plan in years 2015, 2016, and 2017 as follows:

Future Increases in Cost of Health and Welfare					
	2013	2014	2015	2016	2017
Employer's Percentage of Increases	100%	100%	75%	75%	75%
Employees' Percentage of Increases	0%	0%	25%	25%	25%

27.7 The employees' monthly medical co-payment contributions will be paid through a pre-tax deduction on a weekly basis, either with four (4) deductions per month or 52 weeks per year, commencing September 1, 2013.

SECTION 28. RETIREMENT

28.1 Pension Plan: The Employer shall contribute on a monthly basis to the Automotive Industries Pension Trust for all bargaining unit employees hired before July 25, 2003. Effective July 1, 2013 contributions shall be made as follows:

Machinists Journeyman Technicians and Parts Technicians (including Managers) and Apprentices covered by this Agreement (hired before July 25, 2003):

\$306.50 per month

All Other Classifications – Machinists and Teamsters (hired before July 25, 2003):

\$184.25 per month

28.2 All employees who have been employed as Journeymen under a Machinists District Lodge 190 contract within six months of hire shall be placed in the above pension schedule and shall not be subject to the new hire break-in rates in Section 28.3.

28.3 New Hires after July 25, 2003: Effective July 1, 2013 all bargaining unit employees hired after July 25, 2003 shall be eligible for pension contribution on the first of the month following completion of sixty (60) working days.

The pension contributions for new hires shall be as follows:

Machinists Journeyman Technicians and Parts Technicians (including Managers) and Apprentices covered by this Agreement (hired after July 25, 2003):

First year of employment:	\$156.50 per month
Next twelve (12) months:	\$194.00 per month
Next twelve (12) months:	\$231.50 per month
Next twelve (12) months:	\$269.00 per month
Thereafter:	\$306.50 per month

All Other Classifications – Machinists and Teamsters (hired after July 25, 2003):

First year of employment:	\$100.25 per month
Next twelve (12) months:	\$119.00 per month
Next twelve (12) months:	\$137.75 per month
Next twelve (12) months:	\$156.50 per month
Thereafter:	\$184.25 per month

28.4 Pension premiums shall be forwarded to the Automotive Industries Pension Trust Fund, 1640 South Loop Road, Alameda, California 94502, as set forth in the document identified as the Automotive Industries Pension Trust Agreement, which is incorporated herein by reference.

28.5 **401(k) PLAN:** Effective July 1, 2013, the Employer shall make profit sharing contributions on a monthly basis into the Machinists 401(k) defined contribution plan for all Machinists bargaining unit employees hired before July 25, 2003.

Effective July 1, 2013, the Employer shall make profit sharing contributions on a monthly basis into the Teamsters 401(k) defined contribution plan for all Teamster bargaining unit employees hired before July 25, 2003.

Contributions shall be made as follows:

Machinists Journeyman Technicians and Parts Technicians (including Managers) and Apprentices covered by this Agreement (hired before July 25, 2003):

\$162.17 per month

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 Toyota Walnut Creek

Address 2100 North Broadway

City Walnut Creek State CA Zip Code 94596 Telephone No. (925) 933-7440

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$306.50 Journeyman* Effective: July 1, 2013

Defined Benefit Plan \$184.25 All Others* Effective: July 1, 2013

* Section 28.3 for new hire break-in rates. See Section 28.2 for Journeyman new hires previously under DL190 contract.

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 9th day of August, 2013.

Machinists Automotive Trades District Lodge 190

Employer: Toyota Walnut Creek Union: Automotive Machinists Lodge No. 1173, IMAW

Authorized by (Print Name) John Schafer, General Manager (Print Name) Rick Rodgers, Business Representative

(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.

UPS (HOURLY)

UPS & IAMAW
NATIONAL MASTER AGREEMENT



August 1, 2014 – July 31, 2019

In the event the appropriate Index figure is not issued before the effective date of this cost-of-living adjustment, the cost of living adjustment that is required will be made at the beginning of the first (1st) pay period after the receipt of the Index.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the Employer and the Union to know what the Index would have been had it not been revised or discontinued, then the Employer and the Union will meet, negotiate and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to an arbitrator for determination. The arbitrator's decision shall be final and binding.

ARTICLE 7. HEALTH & WELFARE AND PENSION

Section 1. Existing IAMAW H&W and Pension Funds

(a) For those areas in which Health and Welfare and Pension are both provided through a jointly trustee Taft Hartley fund, contributions shall be increased \$1.00 per hour for each of the first four increases due under the terms of this contract. The parties agree that the fifth increase due pursuant to this Article shall be the same as year one of the next NMUPSA.

Increases to the various funds will be paid in accordance to the same schedule that was followed in the 2009-2014 Agreement which worked off of the old local agreements' expiration dates.

(b) If, in accordance with a duly adopted funding improvement plan or rehabilitation plan, an IAMAW Pension Fund is required to issue a schedule pursuant to ERISA Section 305 (added by the Pension Protection Act of 2006) that requires contributions in excess of those contained within this Article, the Union and the Employer shall promptly meet to negotiate changes in the Agreement to generate sufficient savings to cover the cost of the increased contributions. Agreement shall not be unreasonably withheld. Once completed, the applicable Fund shall be obligated to accept the schedule as if it was the beginning of the term of a new labor agreement.

(c) The Employer and the IAM&AW agree that if additional contributions are required by paragraph (b) above, the maximum amount of a general wage increase that will be reallocated to a pension contribution is thirty-five cents (\$0.35). The parties will not implement any reallocation of GWI to pension contributions in excess of thirty-five cents (\$0.35) without mutual agreement by the parties and subject to it being ratified by the affected employees.

(d) Eligible employees in the jurisdictions of District Lodges 190,160 and 751 shall continue to participate in their existing health and welfare plans, and the Employer will

make contributions to those plans as set forth above and as set forth in their respective local agreements.

Section 2. Transition From UPS Sponsored Medical Coverage

(a) Part-time and full-time employees covered by an IAMAW Fund will continue to be covered by those H&W funds. If UPS provides pension coverage to any of these employees the hourly contribution increase referenced in Section 1 (a) above shall be allocated between H&W and pension equally.

(b) Effective January 1, 2015 all full-time and part-time employees on the payroll at that time and those hired thereafter who would have had health and welfare coverage provided by the employer will instead be provided coverage through TeamCare. A weekly contribution shall be made for any week in which the employee receives at least one hour of pay. The Company shall continue weekly contributions for one year for employees who have an on-the-job injury.

(c) Any eligible employee covered by this Section who retires effective January 1, 2015 or thereafter shall be provided retiree medical benefits through TeamCare. The Employer will continue to provide retiree medical coverage to those employees who retire before January 1, 2015.

(d) The allocation of the one dollar (\$1.00) increase set forth in Section 1 (a) above for those employees participating in Team Care shall be as follows:

- August 1, 2014 – fifty cents (\$0.50)
- August 1, 2015 – fifty cents (\$0.50)
- August 1, 2016 – (TBD based on TeamCare's cost)
- August 1, 2017 – (TBD based on TeamCare's cost)
- August 1, 2018 – (TBD by first year of next NMA)

(e) Individual, spousal and dependent coverage will be made available to part-time employees hired after August 1, 2014 after twelve (12) months of active employment.

(f) In each of the years referenced in paragraph (d) above, the remaining amount, if any in 2016 and 2017, shall be allocated to the appropriate IAM&AW Fund or UPS Pension Plan, as applicable.

Section 3. UPS Part-time Pension Plan

The UPS Pension Plan will be improved to provide monthly benefits for part-time employees not covered by I.A.M.& A.W. Pension Plans as follows: The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased effective August 1, 2004 to fifty-five dollars (\$55) for each year of past and future Service Credit. The benefit formula in the UPS Pension Plan for current or future part-time employees who are participants will be increased solely for purposes of the monthly accrued benefit, effective August 1, 2009 to sixty dollars (\$60) for each year of future credited service to a maximum of 35 years of Credited Service. If a participant

is in Covered Employment on August 1, 2009, he shall receive the sixty dollar (\$60) benefit formula for the entire 2009 plan year. The amounts listed in this paragraph will be effective for all years providing the employee has completed:

- a. 35 years of service as a part-time employee - \$2100; or
- b. 30 years of service as a part-time employee - \$1800; or
- c. 25 years of service as a part-time employee and 60 years old - \$1500; or
- d. 25 years of service as a part-time employee at any age will receive a reduced Service - \$1250 (Based on Credit of \$50 per year).

Effective upon the ratification date of the 2002-2009 Agreement, the Employer granted additional years of credited service in accordance with the terms of the Plan to all full-time and part-time employees on the payroll on the date of ratification of this Agreement who worked for UPS after they were 21 but were denied credited service solely because the UPS Pension Plan required that an employee be age 25 or older to participate in the UPS Pension Plan.

The Company will amend the UPS Pension Plan to allow an employee with an hour of service in covered employment on or after August 1, 2014 to become a participant on the January 1 or July 1 (whichever is earlier), after reaching age 21 and completing a 12 month period of employment beginning on their hire date, or any subsequent calendar year, in which they earned at least 375 hours of service. In addition, in order to receive any retroactive benefit service as a result of the change, the employee's primary job as of August 1, 2014 must be a part-time position. The Pension Plan will also be amended to reduce the number of hours of service required to earn a vesting year from 750 to 375. This paragraph does not change how benefit service is accrued.

This Section does not apply to employees represented by Local Lodge 698, as those employees' pension details are set forth in the local agreement.

Section 4. 401(k) Plan

No later than January 1, 2010, all full- and part-time employees shall be eligible to participate in the IAM National 401(k) Plan in accordance with the terms of that Plan. The Employer shall withhold from an employee's earnings, amounts mutually agreed between the Employer and the employee, and deposit such monies into a 401(k) account in the employee's name in compliance with the Internal Revenue Code and ERISA.

ARTICLE 8. WAGES

Section 1. Wage Increases—Automotive and Maintenance Journeyman Mechanics

Wages for Automotive and Maintenance Journeyman Mechanics who have completed progression as of the date of ratification of this Agreement will be determined only in accordance with this Section. Automotive and Maintenance Journeyman Mechanics who

AUTOMOTIVE INDUSTRIES PENSION TRUST FUND

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

PENSION SUBSCRIBER AGREEMENT

Firm Name: United Parcel Services Inc.

Address: 1201 W. Olympic Ave

City: Los Angeles **State:** CA **Zip Code:** 90015 **Telephone:** (951) 757-0988

Monthly Contribution Rate in Collective Bargaining Agreement

***See Attached**

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

RECEIVED

NOV 18 2015

ATPA

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 28th day of July, 2015.

Employer: United Parcel Services Inc.

Union: IAMAW District Lodge 947/Local Lodge 1186

Authorized by: Timothy Thompson
(Signature) Redacted by the U.S. Department of the Treasury

Authorized by: James E. Watson
(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.

****Monthly Contribution Rate in Collective Bargaining Agreement****

This agreement clarifies the pension contributions owed under Article 18-Pension Plan for the LL 1186 Southern California Supplement Contract. In order to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (IAIPP) the AIPP Pension Subscriber Agreement states the employer is obligated to pay effective 1/1/2013 supplement contributions equal to 5% each year and that the rate would increase 5% over the total effective rate of that previous year until the expiration of the collective bargaining agreement. Since both parties agreed to an increase the AIPP contribution to \$4.00 per hour effective February 1, 2014 the following schedule will be in order to meet the requirements of the Rehabilitation Plan.

Effective Date	Automotive Industries Pension Plan Hourly Contribution
2/1/2014	\$4.00
1/1/2015	\$4.20
1/1/2016	\$4.41
1/1/2017	\$4.63
1/1/2018	\$4.86

Both parties further agree to accomplish the above contribution rates per Article 7- "Health & Welfare and Pension of the 2014 UPS and IAMAW National Master Agreement and Article 18-" Pension Plan" of the UPS Machinists District 947 Local Lodge 1186 Supplemental Agreement.

Signed this 28th day of July, 2015

Redacted by the U.S. Department of the Treasury

James E. Watson
Assistant Directing Business Representative
IAMAW District 947

Redacted by the U.S. Department of the Treasury

Timothy Thompson
District Labor Manager
United Parcel Services, Inc.

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UPS (No CA & NV)

AGREEMENT

Between

UNITED PARCEL SERVICE

And

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

NORTHERN CALIFORNIA, NEVADA
ADDENDUM

Effective August 1, 2014 through July 31, 2019