

agreements to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this agreement of any part thereof. Such notice shall be in writing, with a copy to the Union.

#### SECTION 24. HEALTH AND WELFARE AND PENSION

24.01 Health and Welfare coverage will be provided for each bargaining unit employee under the Automotive Industries Welfare Fund Plan A schedule of benefits as outlined below.

Coverage	Rate (Effective 9/1/2013) Adjusted 9/1 of each year
Medical/Prescription Drug	\$1,320.00
\$50,000 Term Life Insurance	\$ 10.00
Basic Dental (All Locals except 653, 1528)	\$ 113.00
Dental Plan 13 (Locals 653, 1528 only) (Discontinued 9/1/2014) (Reverts to Basic dental 9/1/2014)	\$ 143.00
Orthodontics	\$ 8.00
Vision	\$ 20.00
Retiree Health and Welfare (Discontinued 9/1/2014)	\$ 28.00
Disability Plan (Effective 9/1/2014)	\$ 20.00

24.02 Employees will also participate in the Michael J. Day Retiree Investment Plan (MJDRIP), Automotive Industries Pension Fund (AIPF), Automotive Industries Individual Account Retiree Plan (IARP) and the I.A.M. National Pension Fund (IAMNPF). Contribution amounts for each of these funds are specified in Sections 24.05, 24.06 and 24.07.

24.03 It is understood and agreed that the Employer shall upon notification by the Board of Trustees and in accordance with the provisions of the aforementioned Health and Welfare Agreement and plan benefits, make necessary adjustments in the premium rates as designated by the Board of Trustees.

24.04 The parties agree to be bound by the terms of the Trust Agreements for each of the above referenced Plans which are jointly administered Taft Hartley Trust Funds composed of representatives of management and labor. These Trust Funds include the Automotive Industries Welfare Fund, Automotive Industries Pension Fund, Automotive Industries Individual Account Retiree Plan, Michael J. Day Retiree Investment Trust, C.M.T.A/I.A.M. Retiree Health and Welfare Fund and the I.A.M. National Pension Fund.

The Employer and the Union agree to sign the standard subscriber agreements and/or standard contract language of each of these Trust Funds which may be required for Employer participation in these respective Funds. Subject to the terms of this section the sole obligation of the Employer shall be to make contributions described herein on a timely basis.

24.05 Under the provisions of the 2014-2019 agreement the Employer is obligated to make the combined contributions to the above referenced Trust Funds and Plans for each eligible Employee.

In settlement of the 2014 negotiations the combined total of the Employers contributions to these Trust Funds and Plans shall be increased by the following amounts.

- a) Current amount in effect at the signing of the agreement. \$3,038.82
- b) Effective 9/1/2014 an additional \$1.00 per hour; \$173.33 per month for a total of \$3,212.15
- c) Effective 9/1/2015 an additional \$1.00 per hour; \$173.33 per month for a total of \$3,385.48
- d) Effective 9/1/2016 an additional \$1.00 per hour; \$173.33 per month for a total of \$3,558.81
- e) Effective 9/1/2017 an additional \$1.00 per hour; \$173.33 per month for a total of \$3,732.14
- f) Effective 9/1/2018 an additional amount equal to the year one increase of the NMUPSA.

24.06 I.A.M. National Pension Fund. Effective September 1, 2009 the Employer will contribute to the I.A. M. Nation Pension Fund \$1.50 per hour (\$260.00 per month) for each hour worked or compensated (i.e. vacation, paid holidays, paid sick leave etc.) by each employee covered by this agreement, not to exceed forty (40) straight-time hours in any week. This contribution amount will be allocated from the monies outlined in Section 24.05.

Effective September 1, 2014 this contribution will be increased to \$2.55 per hour (\$442.00 per month) for each hour worked or compensated by each employee covered by this agreement in accordance with the above.

Additional increases for future years starting with September 1, 2015 will be allocated according to the formula in Section 24.08.

24.07 Automotive Industries Pension Fund. In accordance with the Funding Rehabilitation plan that was established effective 3/28/2008 pertaining to collective bargaining agreements renewed after 4/27/2008 and any amendments made thereto, the Employer agrees with the Rehabilitation Plan in its entirety and this section 24.07 is an acceptance of said plan. Contributions to the Automotive Industries Pension Fund will be allocated from the funds outlined in Section 24.05. The base contribution rate to the Automotive Industries Pension Fund is \$700.00 per month. In accordance with the Rehabilitation Plan the monthly contribution rates to the Automotive Industries Pension Fund are as follows: (These rates include the annual 5% supplemental contribution required by the Rehabilitation Plan Starting January 1, 2013).

Effective 1/1/2013 an amount of \$735.00

Effective 1/1/2014 an amount of \$771.75

Effective 1/1/2015 an amount of \$810.34

Effective 1/1/2016 an amount of \$850.86

Effective 1/1/2017 an amount of \$893.40

Effective 1/1/2018 an amount of \$938.07

Effective 1/1/2019 an amount of \$984.97

Any future contribution increases beyond this collective bargaining agreement required by a Rehabilitation Plan will be satisfied by reallocating funds from Section 24.05

24.08 The following formula will be used to allocate the monies in Section 24.05 to the various Funds outlined in this Section.

- a) First; the necessary monies to maintain the Automotive Industries Health and Welfare Plan (AIHWP) as outlined in Section 24.01 will be allocated.
- b) Second; the necessary monies to maintain the Automotive Industries Pension Fund (AIPF) as outlined in Section 24.07 will be allocated and added to the amount allocated in (a) above.
- c) Third; the necessary monies to maintain the I.A.M. National Pension Fund (IAMNPF) as outlined in Section 24.06 will be allocated and added to the amounts allocated in (a) and (b) above.
- d) Fourth; effective September 1, 2014 the remaining monies in Section 24.05 after the allocations from (a), (b) and (c) are applied will be split equally between the M.J. Day Retiree Investment Plan (MJDRIP) and the Automotive Industries individual Account Retiree Plan (IARP). Effective September 1, 2015 and every September 1 thereafter the remaining monies in Section 24.05, after the allocations from (a), (b) and (c) are applied, will be split equally between the M.J. Day Retiree Investment Plan, The Automotive Industries Individuals Account Retiree Plan and the I.A.M. National Pension Plan.
- e) If, as a result of the required reallocation of contributions as set forth above, the total remaining contributions contained in Section 24.05 are not sufficient to cover the funding required for the I.A.M National Pension Fund, the Automotive Industries Pension Fund and the Automotive Industries Health and Welfare fund, then the Employer shall have the right to reallocate monies from the employee's wage rate to cover any shortfall in the funding requirements. Each affected employee's wage will be reduced equally. If funding requirements change so as to allow the restoration of employee's wage rates, the rates will be restored in equal shares. Wages rates will only be reduced pursuant to this paragraph if necessary to meet pension or health and welfare contribution requirements.

24.09 For employees on leave due to a non-job connected illness or injury, the above referenced Trust Fund payments shall be borne by the Employer up to maximum period of six (6) months. For employees on leave due to an industrial injury, the above referenced Trust Fund payment shall be borne by the Employer for a period of one (1) year.

## SECTION 25.

## STRIKES AND PICKET LINES

25.01 It is understood that the Union is not in favor of sympathetic strikes and will do everything in its power to prevent them during the life of this agreement. It shall not be a violation of this agreement for an employee to refuse to go through a sanctioned primary picket line. No employee covered by this agreement shall be discharged, disciplined or permanently replaced by the Employer for refusing to cross a sanctioned primary picket line.

The Union agrees that there shall be no strike during the term of this agreement, and the Employer agrees that there shall be no lockout during the term of this agreement.

# 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 SERVICE

Address 8475 PARDEE DRIVE

City OAKLAND State CA Zip Code 94621 Telephone No. (510) 636-2554

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>771.75</u>	Effective: <u>AUGUST 1, 20 14</u>
IARP Plan	\$ <u>151.70</u>	Effective: <u>AUGUST 1, 20 14</u>

SEE ATTACHED  
SCHEDULE  
FOR FUTURE  
AMOUNTS

**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 1 day of AUGUST, 2014.  
MACHINISTS DISTRICT 190

Employer: UNITED PARCEL SERVICE Union: LE 93, 653, 801, 1101, 1173, 1414,  
1528, 1546, 1596, 2182

Authorized by (Print Name) Jim Wells (Print Name) James A. Boyd

(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.)

## WALSH STATION

10/1/12 - 9/30/15

## AGREEMENT

THIS AGREEMENT BY AND BETWEEN

### WALSH STATION AUTO SERVICE

hereinafter referred to as the "Employer" and **MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA** for and on behalf of **MACHINISTS AND MECHANICS LODGE NO. 2182, I.A.M. & A.W.**, hereinafter referred to as the "Union".

WITNESSETH:

### SECTION 1: RECOGNITION AND JURISDICTION OF AGREEMENT

A. The Employer recognizes the Union as the sole bargaining agency for all its employees except clerical workers, salesmen, and non-productive foremen.

B. Non-productive foremen will be allowed to use the tools of the trade in connection with their supervisory duties. Parts Managers who are primarily engaged in non-productive work may at times, when the regular Partsman are unable to handle counter business, assist at the counter. All employees using the tools of the trade on productive work must be members of the Union as outlined in Section 2-A.

### SECTION 2: UNION SECURITY

A. All employees in the bargaining unit covered by this Agreement who are members in good standing on the effective (execution) date of the Agreement shall be required, as a condition of continued employment with the Company, to maintain membership in the Union to the extent of current monthly dues, initiation fees and reinstatement fees, if any, commencing no later than the thirty-first (31<sup>st</sup>) day following the effective (execution) date of the Agreement.

Any employee hired on or after the effective (execution) date of the Agreement shall become a member of the Union not later than thirty-one (31) days after his date of employment. Such employee, as a condition of continued employment, shall maintain his membership in the Union to the extent of current monthly dues, initiation fees and reinstatement fees, if any.

D. **PRESCRIPTION DRUG PLAN:** The Employer shall pay into the Automotive Industries Welfare Fund the applicable premium necessary to obtain Prescription Drug benefits for eligible employees and their dependents under said Plan.

E. **ORTHODONTIC PLAN:** The Employer shall pay into the Automotive Industries Welfare Fund the applicable premium necessary to obtain Orthodontic benefits for eligible employees and their dependents under said Plan.

F. **LIFE INSURANCE:** The Employer shall pay into the Automotive Industries Welfare Fund the applicable premium necessary to obtain a total of \$50,000 Life Insurance benefits for eligible employees and their dependents under said Plan.

G. **DISABILITY PLAN:** The Employer shall pay into the Automotive Industries Welfare Fund the applicable premium necessary to obtain Disability Plan benefits for eligible employees under said Plan.

H. The Employer shall sign a "Subscriber's Agreement" for the above benefits with the Automotive Industries Welfare Fund.

I. Should an employee become injured off the job, the Employer shall continue to pay health and welfare benefits for six (6) months.

J. Should an employee become injured on-the-job, the Employer shall continue to pay health and welfare benefits for twelve (12) months.

#### **SECTION 18: PENSION PLAN**

A. Effective October 1, 2012, the Employer will make contributions to the Automotive Industries Pension Fund on behalf of eligible employees in the amount of Five Hundred Fifty-five Dollars (\$555.00) per month per employee through the terms of this Agreement. The Employer agrees to sign the necessary subscriber agreement(s) which are incorporated in this Agreement by reference thereto and further agrees from time to time to sign all or any additional subscriber agreement(s) or other papers necessary to carry out the terms of this Section.

The parties recognize that there is a possibility that the Employer may be required to remit additional contributions to the Automotive Industries Pension Fund on behalf of its employees as a Rehabilitation Plan as required by the Pension Protection Act (PPA). In the event that the Employer is required to increase its contributions to the Automotive Industries Pension Trust Fund, any such increase shall be borne by the Employer in accordance with the current subscriber agreement referenced above.

929-3794

CONTRACT EXTENSION

WALSH STATION AUTO SERVICE and MACHINISTS & MECHANICS LODGE NO. 2182, MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190, I.A.M.A.W., agree to a contract extension for the purpose of allowing the process of negotiations to continue in the environment of working under a contract.

It is understood and agreed that all terms and provisions of the Agreement are in full force and effect. Any economic increases reached in a new agreement will be retroactive to October 1, 2015, subject to negotiations.

It is understood and agreed that either the Union or the Company may cancel this extension with a ten (10) working days' notice, in writing.

## ACCEPTED AND AGREED:

Redacted by the U.S. Department of  
the Treasury

For the Company

Dated

10/4/15

Redacted by the U.S. Department of the  
Treasury

For the Union

Dated

10-6-15



# 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

RECEIVED

DEC 21 2012

ATPA

Firm Name WALSH STATION AUTO SERVICE

Address 9497 Jackson Road

City Sacramento State CA Zip Code 95826 Telephone No. (916) 363-7391

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 555.00 Effective: October 1, 2012

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 17<sup>th</sup> day of December, 2012.

Employer: WALSH STATION AUTO SERVICE Union: MACHINISTS & MECHANICS LODGE 2182

Authorized by (Print Name) Rodney Kunisaki (Print Name) H. Skip Hatch

(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.

# WASTE MANAGEMENT OF ALAMEDA COUNTY

**WASTE MANAGEMENT OF ALAMEDA COUNTY**

**and**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT**

**LODGE NO. 190 OF NORTHERN CALIFORNIA**

**International Association Of Machinists And Aerospace Workers**

**EAST BAY AUTOMOTIVE MACHINISTS LOCAL 1546**

**JULY 1, 2012 – JUNE 30, 2018**

month effective March 1, 2013, one hundred and nine dollars (\$109) effective July 1, 2013, one hundred and nineteen dollars (\$119) effective July 1, 2014, one hundred and twenty-nine dollars (\$129) effective July 1, 2015, one hundred and thirty-nine dollars (\$139) effective July 1, 2016, and one hundred and forty-nine dollars (\$149) effective July 1, 2017 to the Machinists Retiree Investment Trust, for the purpose of providing retiree health and welfare benefits. The Employer agrees to be bound by the terms of the Trust Agreement of the Machinists Retiree Investment 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 24, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

## **SECTION 25. PENSION TRUST FUND**

**25.1** By reference there is attached hereto and made a part hereof as a condition of this agreement, the Automotive Industries Pension Plan, covering members of affected Unions coming under the scope of this agreement and amendments hereto, identified as the subscriber agreement.

Effective July 1, 2012 and for the life of this Agreement, the Employer agrees to pay to the Pension Trust Fund the sum of Nine Hundred Fifty Dollars and Eighty-Seven Cents (\$950.87) per month per employee subject to the increases set forth below in 25.4 which shall constitute the Maximum Pension Contribution under this Agreement.

**25.2** The Employer shall transmit said Pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 20th day of said month.

**25.3** There is further attached hereto and made a part hereof, Employer Subscriber Agreement, Addendum C, that simultaneously will be executed by all parties covered upon the execution of this collective bargaining agreement governing the Pension Program.

**25.4** Effective January 1, 2013, due to the status of the Automotive Industries Pension Plan, the Employer will pay up to an additional \$35.00 per month per employee to the Plan.

Effective January 1, 2014, due to the status of the Automotive Industries Pension Plan, the Employer will pay up to an additional \$36.75 per month per employee to the Plan.

Effective January 1, 2015, due to the status of the Automotive Industries Pension Plan, the Employer will pay up to an additional \$38.59 per month per employee to the Plan.

Effective January 1, 2016, due to the status of the Automotive Industries Pension Plan, the Employer will pay up to an additional \$40.51 per month per employee to the Plan.

Effective January 1, 2017, due to the status of the Automotive Industries Pension Plan, the Employer will pay up to an additional \$42.55 per month per employee to the Plan.

**25.5** Should the Employer make any Excess Pension Related Payments, as defined below, the Employer shall recover, by means of an offset, the amount of any and all such Excess Pension Related Payments by electing, at the Employer's sole discretion, any, all, or any combination of the following: (a) unilaterally reducing any future increases in wage rate(s) set



forth in Section 20, and (b) unilaterally reducing then current wage rates set forth in Section 20. The aggregate value of any such reduction(s) will be equal to the value of the Excess Pension Related Payments, as determined by the Employer, and such offsetting may continue until such time as the Employer has recovered all such amounts.

**25.6** As used herein, "Excess Pension Related Payments" means any amounts paid by the Employer to the Automotive Industries Pension Plan, a third party or governmental entity that arises from, or relates to, the Employer's participation in the Automotive Industries Pension Plan, that is in excess of the Maximum Pension Contribution as set forth above, irrespective of whether such amount is paid as a result of (a) a request for increased contributions from the Automotive Industries Pension Plan, (b) operation of law, (c) demand from a third party, or (d) at the election of the Employer.

## **SECTION 26. CALIFORNIA MACHINISTS 401(k) PLAN**

It is agreed that employees may voluntarily participate in the California Machinists 401(k) Plan by means of payroll deduction. The Employer's sole obligations thereunder shall be limited to (1) making those payroll deductions which have been properly authorized in writing by individual employee participants, and (2) forwarding salary deferral contributions which have been payroll-deducted on behalf of employee participants to the 401(k) Plan Administrator. The Employer shall make no contributions to the Plan and shall have no other obligations thereunder other than those expressly stated above, notwithstanding any amendment to the Plan Document stating otherwise.

It is agreed that the form and amount of payroll deductions permitted under this agreement, notwithstanding anything to the contrary contained in the Plan Document or any subsequent amendment thereto, shall be made weekly based on full percentage points of the employee participant's weekly gross pay. The Union shall indemnify and hold harmless the Employer against any or all suits, claims or obligations that may arise by reason of the application of the provisions of this Section.

## **SECTION 27. ALCOHOL AND DRUG USE**

**27.1** In accordance with the Omnibus Transportation Employee Testing Act of 1991, that requires alcohol and drug testing of safety-sensitive employees, the Drug and Alcohol Testing rules of Federal Highway Administration (FHWA), the Department of Transportation (DOT) Drug and Alcohol Testing Procedures of 1995 and the implementing regulations (49 CFR Part 40) issued for all persons required to maintain a commercial driver's license (CDL) and safety-sensitive employees will be required to submit to pre-employment, post-accident, reasonable suspicion, random and return to duty and follow up tests.

**27.2** The Union and the Employer have agreed to comply with the Waste Management, Inc. Alcohol and Drug Abuse Policy and Random Testing Program which is in effect at the time this agreement is signed, and as may be modified from time to time by the Employer during the term of this Agreement. If modifications are made copies will be sent to the Union, and the Employer will meet with the Union upon request to discuss.

(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 21<sup>st</sup> day of May, 20 13.

Employer: WASTE MANAGEMENT OF  
ALAMEDA COUNTY

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

Authorized by (Print Name) [Signature]  
(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.)

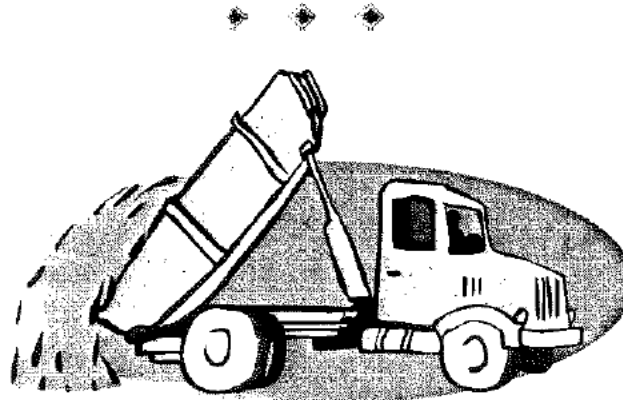
# WEST COUNTY RESOURCE RECOVERY

**RICHMOND SANITARY SERVICE, INC.,  
WEST CONTRA COSTA SANITARY LANDFILL, INC.  
And  
WEST COUNTY RESOURCE RECOVERY, INC.  
(subsidiaries of Republic Services, Inc.)**

Effective: July 1, 2013  
Through: June 30, 2019

**I N D E X**

<u>SECTION NO.</u>	<u>TITLE OF SECTION</u>	<u>PAGE NO.</u>
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18	OVERTIME.....	13
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Attachment A	Drug and Alcohol Policy .....	i



7/1/2013  
\$49.66

7/1/2015  
\$54.66

7/1/2017  
\$64.66

24.2 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 required by that Trust for an Employer to participate. Subject to the terms of this Section, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

## **SECTION 25. PENSION**

25.1 By reference there is attached hereto and made a part hereof as a condition of this agreement, the Automotive Industries Pension Plan, covering employees coming under the scope of this agreement and amendments hereto.

25.2 The following effective dates and contribution rates are applicable per month:

July 1, 2013	\$611.30
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The Employer further agrees to adopt the Rehabilitation Plan of the Automotive Industries Pension Plan and pay an additional Five Percent (5%) per year assessment for the life of the Agreement.

25.3 The Employer shall transmit said pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 20th day of said month.

25.4 There is further attached hereto and made a part hereof, Employer Subscriber Agreement, that simultaneously will be executed by all parties covered upon the execution of this collective bargaining agreement governing the Pension Program.

25.5 Additionally, during the term of this Agreement, should the Trustees of the Automotive Industries Pension Trust Fund determine future changes to the schedule of benefits and/or employer contributions are required as part of a Rehabilitation Plan, both parties mutually agree to meet to discuss the impact of such changes.

## **SECTION 26. MACHINISTS 401k PLAN**

The Employer agrees that upon written authorization from each of his or its employees to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to The California Machinists 401(k) Trust for the purpose of providing 401 (k) benefits to the eligible employees.

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15<sup>th</sup>) day of the month following the completion of the work month in which such contributions have been authorized.



# 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 RICHMOND SANITARY SERVICE, INC.

Address 3260 Blume Drive, Ste. 100

City Richmond State CA Zip Code 94806 Telephone No. ( 510 ) 262-7550

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>611.30</u>	Effective: <u>JULY 1</u> <u>20 13</u>
IARP Plan	\$ <u>          </u>	Effective: <u>          </u> <u>20</u> <u>          </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 (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 31<sup>st</sup> day of July, 2013.

Employer: RICHMOND SANITARY SERVICE, INC.

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

Authorized by (Print Name) SHAWN MOBERG

(Print Name) DON CROSATTO

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

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

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

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

WINDWARD INC DBA HONDA OF HAYWARD

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

WINDWARD INC. d/b/a  
HONDA OF HAYWARD

And

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190  
OF NORTHERN CALIFORNIA

For And On Behalf Of

EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546,  
INTERNATIONAL ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS, AFL-CIO

May 22, 2015 through May 21, 2018

# 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 WINDWARD, INC. dba HONDA OF HAYWARD

Address 24895 Mission Boulevard

City Hayward State CA Zip Code 94544 Telephone No. ( 510 ) 582-1300

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 120.00 Effective: MAY 22 20 15

IARP Plan \$                      Effective:                      20

### \*\*MASTER, JOURNEYMAN & LINE TECHS CLASSIFICATIONS

**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



# AUTOMOTIVE INDUSTRIES PENSION FUND

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[www.aitrustfunds.org](http://www.aitrustfunds.org)

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name WINDWARD, INC. dba HONDA OF HAYWARD

Address 24895 Mission Boulevard

City Hayward State CA Zip Code 94544 Telephone No. ( 510 ) 582-1300

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>60.00</u>	Effective: <u>MAY 22</u> <u>20 15</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

### \*\*UTILITY TECHNICIANS

**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

## WINTER CHEVROLET

AUGUST 22, 2013 to AUGUST 21, 2018

AGREEMENT

BETWEEN

WINTER CHEVROLET CO., INC.

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

27.5 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.

Effective September 1, 2013 all eligible bargaining unit employees will pay 50% of the cost increase which will take effect September 1, 2013. The following monthly contribution amounts are effective September 1, 2013:

Journeyman Automotive and Parts Technicians:	\$435.42
All Other Employees	\$399.24

Thereafter, starting in September 1, 2014, the Employer shall pay 70% of the cost for all future increases in monthly contributions assessed by Automotive Industries Health and Welfare Plan for the term of this agreement. All eligible employees will pay 30% of the cost for all future increases assessed by the plan.

27.6 To the extent permitted by law, employees may pay monthly premiums through a Section 125 pre-tax deduction.

## **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 August 22, 2013 contributions shall be made as follows:

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

\$313.00 per month

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

\$190.75 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 August 22, 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 their probationary period. The pension contributions for new hires shall be as follows:

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

First year of employment:	\$163.00 per month
---------------------------	--------------------

Next twelve (12) months:	\$200.00 per month
Next twelve (12) months:	\$238.00 per month
Next twelve (12) months:	\$275.00 per month
Thereafter:	\$313.00 per month

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

First year of employment:	\$106.75 per month
Next twelve (12) months:	\$125.50 per month
Next twelve (12) months:	\$144.25 per month
Next twelve (12) months:	\$163.00 per month
Thereafter:	\$190.75 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 August 22, 2013, the Employer shall make 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 August 22, 2013, the Employer shall make 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 covered by this Agreement (hired before July 25, 2003):

\$104.34 per month

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

\$ 63.59 per month

28.6 New Hires after July 25, 2003: Effective August 22, 2013 all bargaining unit employees hired after July 25, 2003 shall be eligible for 401(k) contributions on the first of the month following completion of their probationary period. The 401(k) contributions for new hires shall be as follows:

# 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 Winter Chevrolet Co., Inc.

Address 3750 Century Ct (P.O. Box 31)

City Pittsburg State CA Zip Code 94565 Telephone No. (925) 439-8222

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$313.00 Jrn.\*/\$190.75 All Others\* Effective: 8/22/2013

IARP Plan \$ \_\_\_\_\_ Effective: \_\_\_\_\_ 20 \_\_\_\_\_

\*See Sections 28.2 and 28.3 for information about Pension break-in rates for some new hires

**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 11th day of September, 2013.

**Machinists Automotive Trades District Lodge 190**

Employer: Winter Chevrolet Co., Inc.

Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Don Winter, Owner  
Redacted by the U.S. Department of the Treasury

(Signature)

(Print Name) Rick Rodgers, Business Representative  
Redacted by the U.S. Department of the Treasury

(Signature)

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

## YELLOW CAB COOPERATIVE

**MAINTENANCE AGREEMENT**

**BY AND BETWEEN**

**YELLOW CAB COOPERATIVE, INC.**

**AND**

**PENINSULA AUTO MACHINISTS  
LOCAL LODGE NO. 1414**

**AND MACHINISTS**

**AUTOMOTIVE TRADES**

**DISTRICT LODGE NO. 190**

**OF NORTHERN CALIFORNIA**

**OF THE**

**INTERNATIONAL ASSOCIATION OF MACHINISTS**

**AND AEROSPACE WORKERS**

**JULY 1, 2015 – JUNE 30, 2016**

16.2 It is understood and agreed that the health, life, dental, orthodontia, drug, vision care, and disability benefits herein granted to Union members shall be purchased by the Employer and shall provide the benefits set forth in the documents identified as Automotive Industries Health and Welfare Agreements (Plan B) which are attached hereto and made a part of this agreement.

16.3 Effective July 1, 2012, for the term of the agreement, the Employer shall pay the premiums to maintain the level of benefits.

16.4 The benefits to be provided and the method of filing claims shall be communicated to the covered Employer and Employees by the Administrative Office of Automotive Industries Welfare Fund.

#### **SECTION 17 - THE A&S DISABILITY PLAN**

17.1 The Disability Plan is designed to pay benefits subject to Plan Provision and limitations for a maximum of thirty-nine (39) weeks starting with the first scheduled work day when hospitalized or disabled as a result of accident and with the fourth scheduled work day when disabled as a result of sickness not requiring hospitalization.

17.2 The Employer shall pay the full cost of the plan through the duration of the agreement.

#### **SECTION 18 - PENSION PLAN**

18.1 The Employer agrees to abide by all of the terms and conditions of the Trust Agreement creating the Automotive Industries Pension Trust Fund as it has been or may be modified, altered, or amended and all regulations and rules of the Board of Trustees of such Trust as may be adopted from time to time. The Employer further agrees to abide by and be bound by the method of selection of the Trustees of such Trust as specified in said Trust.

18.2 The Employer agrees to pay to the Administrator of the Automotive Industries Pension Trust Fund the \$235.00 per month per employee.

18.3 In accordance with the Funding Rehabilitation Plan that was put in place effective 3/28/2008 pertaining to the collective bargaining agreements renewed after 4/27/2008, the Employer agrees with the Rehabilitation Plan in its entirety is an acceptance of the said plan. Contributions to the Automotive Industries Pension Plan Fund (AIP Fund) will be paid by the Employer from the maximum monthly contribution as per the schedule:

18.4 The base rate contribution that is used to apply the 5% annual increases is \$235.00 per month. In accordance with the Rehabilitation Plan dated 3/28/2008, the contribution rate to the AIP Fund is as follows: (5% increase annually): effective January 1, 2015 the pension contribution will be \$272.04 per month.

18.5 Any future contribution increase beyond the 5% in this collective bargaining agreement required by a Rehabilitation Plan will be satisfied by the employees for the term of this agreement.



18.6 If the Employer fails to put the Pension Plan into effect and pay the premiums for the Pension Benefits herein provided for, the Employer shall be personally responsible to the employees herein covered for the benefits which have been provided by such coverage.

#### **SECTION 19 – CALIFORNIA MACHINISTS 401(K) PLAN**

19.1 Upon the first day of the month following ratification, the Employer agrees to make available the California Machinists 401(k) Plan, and will execute the necessary Subscribers Agreements.

19.2 The Employer agrees that upon written authorization from each of its employees to deduct from said employee's total compensation the amounts authorized pursuant to said written agreement and to transmit same as "employer contributions" to the California Machinists 401(k) Trust for the purpose of providing 401(k) benefits to the eligible employee. The Employer will contribute \$25.00 per month per employee into the California Machinists 401(k) Plan.

19.3 The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

19.4 The Employer further agrees to be bound to the Trust Agreement Establishing the California Machinists 401(k) Trust and to accept and be bound to said trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Trust Fund.

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

#### **SECTION 20 - APPRENTICESHIP**

20.1 Apprentices shall be employed and indentured under and pursuant to the applicable laws of the State of California dealing with apprenticeship employment and apprenticeship standards.

20.2 Except as may be required by amendments to the law:

(a) The term of "Apprentice" as used herein shall mean a person not less than sixteen (16) years of age who has entered into an agreement (indenture) to learn the automotive repair and maintenance trade. The Joint Apprenticeship Committee for the Automotive Repair and Maintenance Industry of Marin, San Francisco, San Mateo and Northern Santa Clara Counties, which is comprised of an equal number of employers and Union employees or their representatives, shall indenture all Apprentices. No Apprentice shall be employed unless with the consent and approval of the Joint Apprenticeship Committee or the Union.

(b) The normal term of apprenticeship shall be four (4) years. The Apprentice shall be employed for at least six thousand four hundred (6,400) hours of reasonably continuous

(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 1st day of July, 20 15.

Employer: YELLOW CAB Union: IAM & AW, District 190, Local #1414

Authorized by (Print Name) Ramiro Martinez (Print Name) Arthur Cepeda  
(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.