



PALM AVENUE MOTORS

Collective Bargaining Agreement

July 16, 2014 through July 15, 2019

**INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO
MACHINISTS AUTOMOTIVE TRADES DISTRICT NO. 190
PENINSULA AUTO MACHINISTS LOCAL NO. 1414**

ARTICLE 29 – ACCIDENT AND SICKNESS PLAN

29.01 Definition of Sickness: Any sickness or non-occupational injury which prevents an employee from performing the duties of his regular job with the Employer shall be considered as sickness.

29.02 The Employer agrees to promptly execute a Health & Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund") providing, among other things, for the following:

29.02.a) Benefits: The disability benefits available to eligible employees as determined by the rules of the Welfare Fund.

29.02.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.

29.03 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.

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

ARTICLE 30 – PENSION PLAN

30.01 The Employer shall pay monthly into the Automotive Industries Pension Trust Fund on account of each eligible employee.

30.02 **Automotive Industries Pension Rehabilitation Plan:** Automotive Industries has recently revised its Pension Rehabilitation Plan to reduce the pension surcharge effective January 1, 2013, from 12.5% to 5%. Therefore, 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, 2015, per month per employee, as required by the Trust Fund. The beginning rate **effective July 16, 2014, per month per eligible employee is \$383.07**. The following reflects the surcharge:

Effective:	<u>1/1/15</u>	<u>1/1/16</u>	<u>1/1/17</u>	<u>1/1/18</u>
	\$402.22	\$422.33	\$443.45	\$465.62

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.

30.03 Newly hired employees shall be eligible for Pension contributions beginning on the first of the month after completion of probation (ninety (90) days).

30.04 The Employer further agrees to sign the Pension subscribers agreement which is attached to and incorporated herein by reference.

30.05 The foregoing payments shall be transmitted to the Automotive Industries Pension Trust Fund office by the Employer in the manner and as directed by the Board of Trustees of the Automotive Industries Pension Trust Fund.

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Palm Avenue Motors
Address 2201 Palm Avenue
City San Mateo State CA Zip Code 94403 Telephone No. (650-345-3596)

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>383.07</u>	Effective: <u>7/16/14</u>	<u>20</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 16th day of July, 2014.

Employer: Palm Avenue Motors Union: IAM & AW, Local 1414

Authorized by (Print Name) CYNTHIA SLAVIKOR (Print Name) Pedro Mendez

(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.)

PAR 3 MOTORS, INC DBA CONCORD MITSUBISHI-KIA

AGREEMENT

By and Between

PAR 3 MOTORS, INC.,
dba
CONCORD MITSUBISHI
and dba
CONCORD KIA

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, AFL-CIO

And

TEAMSTERS GENERAL TRUCK DRIVERS
AND HELPERS NO. 315

June 1, 2013 through May 31, 2016

All other employees monthly co-pay amounts towards maintaining the current level of A.I. health and welfare benefits as set forth in Section 28.04:

September 1, 2012	\$328.65
September 1, 2013	30% of increase
September 1, 2014	30% of increase
September 1, 2015	30% of increase

28.11 Employee co-payments shall be made on a pre-tax basis through payroll deductions.

SECTION 29. PENSION

29.01 The Employer shall contribute on a monthly basis to the Automotive Industries Pension Trust. The amount of contributions will be based on length of service and classification. Contributions shall commence on the first day of the month following the employee's completion of ninety (90) days of continuous employment. Contributions shall be made as follows:

Service Technicians and Parts Counterpersons:

First year of employment:	\$100 per month
Next six (6) months:*	\$150 per month
Next six (6) months:*	\$200 per month
Thereafter:*	\$400 per month

All Other Employees:

First year of employment:	\$50 per month
Next six (6) month:*	\$75 per month
Next six (6) months:*	\$100 per month
Thereafter:*	\$150 per month

29.02 The Employer's contribution rate set forth in paragraph 29.01 above shall not be increased for any reason prior to April 30, 2008.

29.03 *After May 1, 2008, progression through the pension contribution steps set forth in paragraph 29.01 is subject to compliance with the Automotive Industries Pension Trust Agreement and Federal Pension Law requirements.

SECTION 30 ADJUSTMENT OF GRIEVANCES

30.01 Any disputes, complaints or disagreements relating to the employment relationship between the unit employees and the Employer shall be subject to the grievance procedure. All grievances which cannot be settled otherwise shall be referred to the Business Representative of

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 Par 3 Motors, Inc. dba Concord Mitsubishi and Concord Kia

Address 2199 Meridian Park Blvd

City Concord State CA Zip Code 94520 Telephone No. (925) 682-7100

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$400.00 Parts & Service Techs* Effective: June 1, 2013

Defined Benefit Plan \$150.00 All Others* Effective: June 1, 2013

**see Section 29.01 of the Agreement for pension break-in rates*

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

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

- A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.
- B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.
- NOTE:** Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.
- C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.
- D. Payment Procedures.**
- (1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
 - (2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).
NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.
 - (3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.
 - (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 15 day of August, 2013.

Par 3 Motors, Inc. dba

Machinists Automotive Trades District Lodge 190

Employer: **Concord Mitsubishi and Concord Kia**

Union: **Automotive Machinists Lodge No. 1173, IAMAW**

Authorized by (Print Name) John Arnaudon, Owner

(Print Name) Mark Hollibush, Area Director

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

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

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

PARKER-ROBB CHEVROLET

RECEIVED
AUG 30 2016
ATPA

**AGREEMENT
BETWEEN
PARKER-ROBB CHEVROLET, INC. d/b/a
PARKER-ROBB COLLISION CENTER**

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**

August 15, 2016-August 14, 2018

25.5 Any changes in benefit structure or other elements of the plan during the life of the collective bargaining agreement shall be accomplished in the same manner as the establishment of the initial terms.

25.6 Newly hired employees shall be eligible for health and welfare benefits on the first of the month following completion of sixty (60) working days as per Section 4.1. Effective August 15, 2016, for employees who can present evidence of coverage through a separate health insurance plan, the employee may waive the Medical and Prescription Drug benefits, Ancillary benefits, or both. Employees who choose Medical and Prescription Drug, Ancillary benefits, or both through the Employer, shall pay 25% of the monthly health and welfare premium. In the event that the Trustees increase premiums subsequent to ratification of this Agreement, such increases shall be borne 75% by the Employer and 25% by the employees.

SECTION 26. RETIREMENT PLANS

26.1 Except as provided in section 27.2, the Employer shall contribute to the Automotive Industries Pension Plan on a monthly basis for all unit employees hired prior to July 1, 2005, as follows:

For Journeymen Technicians, Parts Technicians and Apprentices	\$300
For All Other Employees	\$150

Pension premiums shall be forwarded to the Automotive Industries Pension Trust Fund as set forth in the Pension Subscriber Agreement attached hereto and made a part of this Agreement.

Employees hired after July 1, 2005, shall be eligible for pension contributions on the first of the month following completion of sixty (60) working days as per section 4.1. The pension contributions for those employees shall be based on a 3-year phase in schedule as follows:

	<u>4-12 months</u>	<u>13-24 months</u>	<u>25-36 months</u>	<u>Thereafter</u>
For Master/Journeyman Technicians, Parts Technicians and Apprentices	\$125	\$175	\$225	\$300
For All Other Employees	\$62.50	\$77.50	\$112.50	\$150

26.2 The parties further acknowledge that the Automotive Industries Pension Plan is seriously underfunded, and is subject to a Rehabilitation Plan as determined by the Trustees. Pursuant to the Rehabilitation Plan, the parties agree to increase the above contributions amounts

by 5% at the date of ratification, an additional 5% increase as of January 1, 2014, and an additional 5% increase as of January 1, 2015. The parties agree that the Employer shall be entitled to an offset for these mandatory supplemental contributions, and any other surcharges or fees, either arising from the Rehabilitation Plan or mandated by statute or other governmental action, above and beyond the monthly contributions set forth in this Agreement against employee wages. Any amount charged by the Automotive Industries Pension Plan, based on an employee's contribution rate, will be deducted in a single lump sum on a pre-tax basis once per month from that employee's paycheck. Notwithstanding such modification, any premium pay or overtime pay paid to Employees shall be calculated on the basis of the hourly wages before such modification, and any hourly payments due to Employees for which pension contributions are not due shall be paid on the basis of the hourly wages before such modification.

SECTION 27. ADJUSTMENT OF GRIEVANCES

27.1 A copy of any written discipline shall be furnished to the Union within five (5) working days. Should a controversy, dispute or disagreement arise between the parties to this Agreement, there shall be no cessation or stoppage of work because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner:

27.2 All complaints arising between the parties hereto which cannot be satisfactorily adjusted by the system set up within the plant or by the Business Representative of the Union and the Employer or the Employer's Representative shall immediately be submitted for adjustment as follows:

27.3 Such complaints from the Union not satisfactorily adjusted must be filed with the Employer within thirty (30) days after the matter in dispute or disagreement is alleged to have occurred; provided that any complaints in reference to matters of dismissal must be filed in writing with the Employer within five (5) working days from the date of dismissal. In the event the Employer has cause to file complaint, he shall, likewise, submit in writing the specific matters in dispute or disagreement to the proper representative of the Union within thirty (30) days. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved.

27.4 Upon receipt of a written report setting forth in detail the nature of the specific issue in controversy, the matter shall be submitted within five (5) days to a Board of Adjustment appointed as follows:

27.5 Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. The Board of Adjustment shall meet promptly. In the event of the failure of the Board of Adjustment to reach an agreement within fifteen (15) days after appointment, it shall lose jurisdiction and the matter may be referred for arbitration.

27.6 The Arbitrator shall be chosen mutually by the Employer and the Union. In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) days, the Federal Mediation and Conciliation Service shall be petitioned to submit a panel of (5) arbitrators. Each of the parties shall delete the names of two (2) of the panel and the remaining arbitrator shall decide the issue. The arbitration hearing may be held, if mutually agreed by the parties, on an expedited basis, without briefing and with the Arbitrator authorized to render a bench decision.

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 Parker-Robb Chevrolet, Inc. dba Parker-Robb Collision Center

Address 1750 Locust Street

City Walnut Creek State CA Zip Code 94596 Telephone No. (925) 476-4255

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$300.00 Jrn*/\$150.00 All Others* Effective: August 15, 2013

IARP Plan \$ _____ Effective: _____, 20 _____

* Three (3) year break-in period for 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.

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

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

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

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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.

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 7th day of Feb, 2013.

Parker-Robb Chevrolet, Inc. dba

Machinists Automotive Trades District Lodge 190

Employer: Parker-Robb Collision Center

Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Gordon Walton, General Manager

(Print Name) Mark Hollibush, Area Director

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

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

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

PEARSON AUTOMOBILE

this Agreement or any supplemental agreements. The arbitrator shall render his decision within ten (10) days of the hearing date. The cost of arbitration shall be borne entirely by the loser, excluding each parties own legal fees.

(d) The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determining settlements between the parties of any and all grievance herein defined.

(e) Any time specified herein shall not include any time on any Saturday, Sunday or holiday. Other time limits set forth herein may be waived by mutual agreement between the parties.

(f) Nothing contained in this Article will preclude the Union from submitting a claim for unpaid moneys for hourly compensation, vacation pay, holiday pay, or contributions to employee benefit funds to the Labor Commissioner of the State of California where such claim does not involve the interpretation of this Agreement.

Wage claims shall not be honored beyond thirty (30) days from the date the Union submitted the claim to the Employer.

ARTICLE 20 MOONLIGHTING

The Employer and the Union agree that any employee engaging in auto or truck repair work for profit outside his regular working hours while on the payroll of an employer signatory to this Agreement, shall be subject to immediate discharge and such discharge shall not be subject to grievance procedure. The Union agrees to provide the Employer with evidence of proof of such activities on the part of the employee when discharge is requested by the Union. The Employer agrees that in instances of discharge initiated by the Employer that proof of violation of this provision will be provided by the Employer. If the Employer and the Union cannot agree upon the sufficiency of facts upon which the discharge is based, the Arbitration Board shall be the final judge in the matter.

ARTICLE 21 PENSION FUND

The Employer hereby agrees to maintain the present Pension Plan in effect with the Automotive Industries Pension and Trust Fund.

The Employer shall pay into the Automotive Industries Pension Trust Fund the amounts set forth below. Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the fifteenth (15th) day of the same month.

A regular employee, with respect to whom such monthly payments are required to be made, shall mean any employee on the payroll on the first day of the calendar month who has been on the payroll of the Employer continuously during the preceding three (3) fully calendar month.

The parties hereto agree to be bound by the Automotive Industries Pension and Trust Agreement which shall be jointly administered by a Board of Trustees composed of representative of management and labor.

Effective in November 2007, based on hours worked in October 2007, monthly pension contributions shall be reduced by twenty-five percent (25%), which represents a reduction of (87.74) per month, per employee.

During the four (4) year term of this collective bargaining agreement, if the unfunded vested liability to Pearson Buick/Pontiac/GMC no longer exists, amounts reduced shall be placed in the individual employee's 401(k) plan. Alternatively, if the Employer pays such unfunded liability to A.I. Pension Fund, there shall be no obligation to return funds to the employees in any form, thereafter.

The pension surcharge, as determined by the trustees of the Automotive Industries Trust Fund, shall be paid for by the employees through payroll deductions, on pre-taxed bases if permitted by law, at such time it is enacted.

The monthly contributions for eligible employees shall be as follows:

Journeyman Technicians, Service Writers & Dispatchers:	\$263.23 as of 10/1/2007
Apprentices Hired Prior to 5/1/00:	\$263.23 as of 10/1/2007
Apprentices Hired After 5/1/00:	Fifty percent (50%) of Journeyman contribution.

All other employees shall not be eligible for Pension contributions.

ARTICLE 22 SENIORITY

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

(b) **Layoffs:** In the event that the Employer deems it necessary to reduce the work force, the following factors shall be given equal consideration, seniority, experience, ability, skill, work history, work performance and the Employer's business needs, as determined by the Employer. Employees retained or recalled must be available, willing and able to perform the remaining work to be done.

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

RECEIVED
JAN 07 2013
ATPA

PENSION SUBSCRIBER AGREEMENT

Firm Name Pearson Automobile Co. _____

Address 1176 W. El Camino Real _____

City Sunnyvale _____ State CA _____ Zip Code 94087 _____ Telephone No. (408) 730-0825 _____

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$	263.23	Effective:	12-18	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 (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 18 day of Dec., 2012.

Employer: Pearson Automobile Co. Union: Machinist Local 1101

Authorized by (Print Name) Mark Balestra (Print Name) Richard Breckennidge

(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

PENINSULA FORD OF SUNNYVALE

Agreement
By and Between

Sunnyvale Ford Inc.

And

District Lodge No. 190, Local 1101
International Association of Machinists
and Aerospace Workers

2014- 2017

Other time limits set forth herein may be waived by mutual agreement between the parties.

(f) Nothing contained in this Article will preclude the Union from submitting a claim for unpaid monies for hourly compensation, vacation pay, holiday pay, or contributions to employee benefit funds to the Labor Commissioner of the State of California where such claim does not involve the interpretation of this Agreement.

Wage claims shall not be honored beyond thirty (30) days from the date the Union submitted the claim to the Employer.

ARTICLE 18.
MOONLIGHTING

The Employer and the Union agree that any employee engaging in auto or truck repair work for profit outside his regular working hours while on the payroll of the Employer shall be subject to immediate discharge and such discharge shall not be subject to the grievance procedure. The Union agrees to provide the Employer with evidence of proof of such activities on the part of the employee when discharge is requested by the Union.

The Employer agrees that in instances of discharge initiated by the Employer that proof of violation of this provision will be provided by the Employer. If the Employer and the Union cannot agree upon the sufficiency of fact upon which the discharge is based, the Arbitration Board shall be the final judge in the matter.

ARTICLE 19.
PENSION FUND

The Employer hereby agrees to maintain the present Pension Plan in effect with the Automotive Industries Pension Trust Fund.

The Employer party to this Agreement shall pay into the Automotive Industries Pension and Trust Fund the sum listed below:

<u>Effective</u>	<u>Monthly Contribution</u>
11/1/06	\$468

Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the fifteenth (15th) day of the same month.

A regular employee, with respect to whom such monthly payments are required to be made, shall mean: (1) any employee on the payroll on the first day of the calendar month who has been on the payroll of the same Employer continuously during the preceding calendar month, and (2) any employee on the payroll on the first day of the preceding calendar month whose services with said Employer terminated thereafter during such preceding calendar month and of whom Employer made payment into said Trust Fund on the first day of the preceding month.

The parties hereto agree to be bound by the Automotive Industries Pension Trust Agreement which shall be jointly administered by a Board of Trustees composed of representatives of management and labor.

Should at any time during the life of this agreement, the Pension Trust Fund implement a pension surcharge to the Employer, the Employer shall have the right to reduce the employees' wages in an amount equal to the amount of the surcharge.

Example: the Employer is charged 5% of the current pension rate of \$468. The 5% surcharge would equal \$23.40 per month; the Employer would have the right to reduce wages by .14¢, the equivalent of a \$23.40 monthly payment.

ARTICLE 20.
SENIORITY

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

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

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

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

- (1) Six (6) consecutive months of unemployment due to layoff
- (2) Twelve (12) consecutive months of unemployment due to a disability.
- (3) Discharge for cause.
- (4) Voluntary resignation.
- (5) Accepting gainful employment with another employer in the industry, except in the case of layoff.

ARTICLE 21.
INSURABILITY

Any bargaining unit employee whose job responsibilities require him to drive and who is uninsurable under the Employer's insurance policy, or is not insurable at a reasonable cost, as determined by the

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 Sunnyvale Ford, Inc.

Address 650 East El Camino Real

City Sunnyvale State CA Zip Code 94087 Telephone No. (408) 738-1800

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>468.00</u>	Effective: <u>1/1/</u> <u>2004</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.

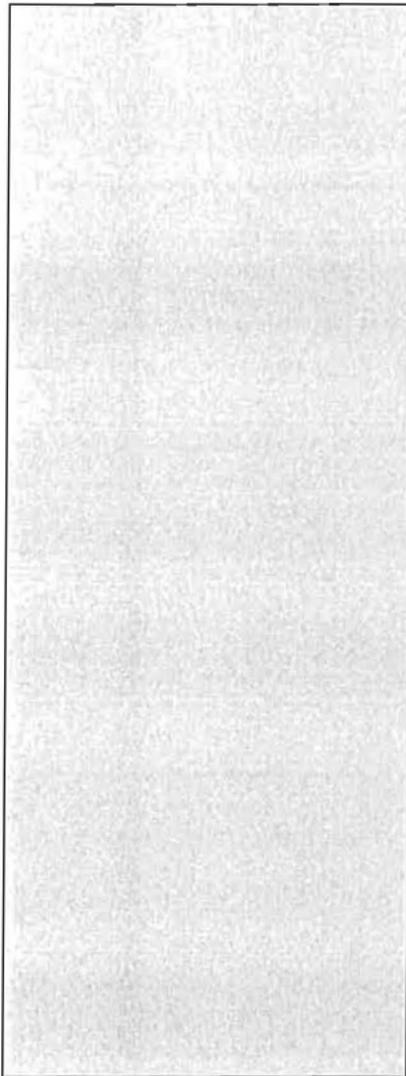
IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 6 day of November, 2006.

Employer: Sunnyvale Ford, Inc. Union: IAM & AW Local 1101

Authorized by (Print Name) Steve Fuentes (Print Name) Robert Pintos
Redacted by the U.S. Department of the Treasury Redacted by the U.S. Department of the Treasury
(Signature) _____ (Signature) _____

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

PENSKE TRUCK LEASING (LOCAL 1101)



RECEIVED
APR 20 2016
ATPA

PENSKE TRUCK LEASING CO., L.P.
COLLECTIVE BARGAINING AGREEMENT
BETWEEN PENSKE TRUCK AND LOCAL LODGE NO. 1101
October 1, 2015-June 30, 2020

23.3 The employer will pay full insurance premium when employee is on approved Worker's Compensation leave not to exceed six months.

23.4 The employer will pay full insurance for employees out on approved FMLA leave, up to a maximum of 3 months.

23.5 Should the union decide to retain AI Dental, Ortho, 50K Life or any ancillary benefits by a majority vote at the time of ratification and accepted by majority vote, the Company shall agree to sign the necessary subscriber agreements and through weekly payroll deductions submit said employee contributions to the trust fund.

SECTION 24. DISABILITY BENEFITS

24.1 The A&S Disability Plan is designed to be integrated with the SDI or Workers' Compensation payments to pay benefits subject to Plan Provision and limitations for a Maximum of thirty-nine (39) weeks, starting with the first scheduled workday when hospitalized or disabled as a result of accident and with the fourth scheduled workday when disabled as a result of sickness not requiring hospitalization.

SECTION 25. PENSION PLAN: AUTOMOTIVE INDUSTRIES & IAM NATIONAL

25.1 The Employer and Union agreed during negotiations to participate in both the IAM National Pension fund as well as continue participation in the Automotive Industries Pension fund.

25.2 The Employer agrees to sign the necessary subscriber agreement for each fund, as well as be bound to all terms and conditions lawfully set by the funds trustees.

25.3 The Automotive Industries rates for the life of this agreement shall be
\$600.00 \$

In addition, the Employer shall remit to the Automotive Industries Fund the required amounts pursuant to the rehabilitation plan approved by the Fund's Trustees, established as an addendum to this contract.

25.4 I.A.M. NATIONAL PENSION FUND NATIONAL PENSION PLAN

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour thereof for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement ~~2/~~ as follows:

\$1.40

If the employee is paid only for a portion of an hour, contributions will be made by the Employer for the full hour.

B. The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. The Employer shall also make

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

PENSION SUBSCRIBER AGREEMENT

Firm Name Penske Truck Leasing
Address 2380 Lafayette St.
City Santa Clara State CA Zip Code 95050 Telephone No. (408) 971-8700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 600⁰⁰ for life of contract Effective: October 1, 20 11
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.