

# 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 AMPORTS, Inc.

Address 1997 Elm Road (P.O. Box 315)

City Benicia State CA Zip Code 94510 Telephone No. (707) 746-1485

### Monthly Contribution Rate in Collective Bargaining Agreement

**Journeyman, Apprentices, Charles Barnett \$300.00 Effective: 10/01/2015**

**All Others and Teamsters \$150.00 Effective: 10/01/2015**

**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.

Firm Name: AMPORTS Inc.

**Employer Copy**

Address: 1997 Elm Road  
Street

Benicia  
City

CA  
State

94510  
Zip

## **AUTOMOTIVE INDUSTRY APPRENTICESHIP TRUST AGREEMENT FOR SUBSCRIBERS THERETO**

Purpose: The Trust is established for the purpose of educating and training apprentices in all phases of the Automotive Industry to the end that there shall be an adequate supply of educated and skilled journeypersons available in the Industry, as defined in Section 2 of Article II of the Automotive Industry Apprenticeship Trust Agreement. The employer signatory to this document agrees to make monthly payments to the Automotive Industry Apprenticeship Trust Fund as follows:

A) Amount of Payment: The undersigned Union, Employer, or Association of Employers agree that participation in the Automotive Industry Apprenticeship Trust Fund shall require monthly payments into the Trust Fund at the rate and in the manner required by the Collective Bargaining Agreement and any subsequent amendments thereto.

B) Payment Due Date: Said payments per month shall be due from the Employer on the first day of the month to the APPRENTICE TRAINING FUNDS (Automotive Industries Welfare and Pension Fund), 1640 South Loop Road, Alameda, CA 94502, on all employees employed by the Employer at any time during the month prior thereto. NOTE: Newly hired employees who are terminated in less than eleven (11) working days shall not be considered to have been in "full time active employment" and no premium shall be required.

C) New Hires and Terminations: For new employees, the first payment is due on the first day of the month following hire; for terminated employees the last payment is due on the first day of the month following termination.

D) Legislation: Should any legislation be enacted by the State or Federal Government during the life of this agreement that may affect the same, the parties to the Automotive Industry Apprenticeship Trust Fund Agreement, as amended, agree mutually to sit down in conference for the purpose of adjusting this plan to conform with subject legislation.

E) Liability: Any Employer who fails to make payments to the Automotive Industry Apprenticeship Trust Fund as required by the Collective Bargaining Agreement and any subsequent amendments thereto and as further required by this document, shall be personally responsible to the Automotive Industry Apprenticeship Trust Fund for Liquidated Damages as well as all reasonable attorney and accountant fees, costs of attachment and executor bond and court costs, all of the above being set forth in the Trust Agreement.

F) Trust Agreement: The undersigned Employer understands that a certain Trust Agreement was made and entered into on the 10th day of November, 1972 in the County of Alameda, State of California, by and between East Bay Motor Car Dealers Association, Inc., Richmond Motor Car Dealers Association, Automotive Industries, Inc., East Bay Automotive Jobbers Association, Inc., Fremont Automobile Dealers Association, Inc., California Trucking Association, Inc. and the East Bay Automotive Machinists Lodge No. 1546, establishing the said Automotive Industry Apprenticeship Trust Fund Agreement, setting out the terms and conditions of said Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of said Trust Agreement and by filing said document with the Trustees and their accepting the same.

The undersigned Employer, by executing this document, hereby agrees to become a party employer to the said Trust Agreement, to be bound by all of the terms, conditions and provisions thereof and to any amendments thereto, heretofore or hereafter made and to make the payments herein provided to the Trustees therein named.

The undersigned Employer hereby approves and consents to the appointment of the Trustees of the said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement and further ratifies, confirms, approves and consents to all of the acts of the said Trustees or their duly appointed successors heretofore or hereafter taken in the creation and administration of the said Trust Agreement.

This Agreement and the terms and provisions thereof shall be binding upon and shall insure to the benefit of heirs, successors and assigns of the respective parties hereto.

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above Agreement this date:

\_\_\_\_\_  
Employer Trustees

\_\_\_\_\_  
Union Trustees

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 5<sup>th</sup> day of November, 2015

Firm Name: AMPORTS Inc.

Authorized Signature: \_\_\_\_\_

Union: Automotive Machinists Lodge No. 1473

Authorized Signature: \_\_\_\_\_

Apprenticeship Training Fund

X \$6.00 ... Effective October 1, 2015

☐ \$ \_\_\_\_\_ ... Effective \_\_\_\_\_

(Forward one signed Agreement to the Trustees for acceptance. One photocopy will be returned for the Unions and one for the Employer.)

# TEAMSTERS MANAGED HEALTH CARE TRUST FUND

P.O. Box 757 · Pleasanton, CA 94566

(925) 426-3555

## APPLICATION AND SUBSCRIBERS AGREEMENT – PART 1

EMPLOYER'S NAME: AMPORTS

EMPLOYER'S ADDRESS: 1997 Elm Road

Benicia, CA 94510

EMPLOYER'S PHONE NUMBER: 707-745-2394

BY COMPANY		BY UNION	
Co. is a Corporation:	<u>x</u>	New Account:	<u>  </u>
Partnership:	<u>  </u>	Rate Change:	<u>  </u>
Proprietorship:	<u>  </u>	Contract Renewal:	<u>x</u>
Other:	<u>  </u>	Inter-Fund Transfer:	<u>  </u>
Contribution Effective Date:	<u>10</u> / <u>  </u> / <u>2015</u>		
	Month		Year

Contract contains a Maintenance of Benefits (MOB) clause? Yes ☒ No ☐

If "yes," is there a CAP on MOB? Yes ☒ No ☐

If "yes," how are the contributions funded if the CAP is exceeded? (Cite contract section) Section 22

Party to a Master Agreement? Yes ☐ No ☒

Are non-collective bargained employees covered? Yes ☐ No ☒

No. of Bargaining Unit Employees Covered: 36

No. of Current Retirees: unk

No. of COBRA? unk

If "yes," name of Employer Association:   

No. covered:   

IF ANY NON-COLLECTIVE BARGAINED EMPLOYEES ARE COVERED, TRUST FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED. (General category means: all clericals, all managers, etc.)

BENEFIT PER CBA		LIFE			MEDICAL			DENTAL				
<input type="checkbox"/> Composite	<input type="checkbox"/> Plan III	<input type="checkbox"/> L5	<input type="checkbox"/> L10	<input type="checkbox"/> L15	<input type="checkbox"/> Option II	<input type="checkbox"/> M5	<input type="checkbox"/> M10	<input type="checkbox"/> M20	<input type="checkbox"/> D1	<input checked="" type="checkbox"/> D2	<input type="checkbox"/> D3	<input type="checkbox"/> D4
<input type="checkbox"/> Step Rate	<input type="checkbox"/> Whs Plan	<input type="checkbox"/> L20	<input checked="" type="checkbox"/> L25	<input type="checkbox"/> L30	<input type="checkbox"/> Option III	<input type="checkbox"/> M20D	<input checked="" type="checkbox"/> M30	<input type="checkbox"/> MEPO	<input type="checkbox"/> D5	<input type="checkbox"/> D6	<input type="checkbox"/> D7	<input type="checkbox"/> D8

The undersigned Employer has entered into a collective bargaining agreement ("CBA") or agreements with the below listed Teamsters Local Union under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Managed Health Care Trust Fund and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer, and full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of the month of the contribution effective date and payable no later than the twentieth day of each month thereafter the Employer shall contribute the amount(s) specified by the Trustees to provide benefits for each employee covered by the collective bargaining agreement and for any such additional employees accepted as participants in the Fund pursuant to uniform rules and regulations and provided such other employees shall remain participants in the Fund for the term of the collective bargaining agreement. If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that 10% liquidated damages or \$25.00, whichever is greater, plus simple interest calculated daily as determined by the Board of Trustees and reasonable attorney fees and costs will be assessed on all delinquencies. Excess contributions paid to the Fund shall be refunded or credited only for the twelve calendar months preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the twelve calendar months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records and papers necessary to conduct an audit to verify that the required contributions have been paid.

It is the purpose and intent of the parties to maintain this Subscribers Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscribers Agreement shall be effective for the term of the current collective bargaining agreement between the parties, and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscribers Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than thirty days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable bargaining agreement without the consent of the Trustees.

NOTE: THE FUND REQUIRES THAT A COPY OF THE COLLECTIVE BARGAINING AGREEMENT BE PROVIDED TO THE PLAN ADMINISTRATIVE OFFICE.

BY: Rome A. Aloise, Secretary-Treasurer

FOR LOCAL: 853

BY: Jimmy Triplett

FOR EMPLOYER

(Print or Type Name)

(Print or Type Name)

(Signature)

(Date)

(Signature)

(Date)

ACCEPTED ON: 11/5/15, 2015, ON BEHALF OF THE BOARD OF TRUSTEES OF THE TEAMSTERS MANAGED HEALTH CARE TRUST FUND

LABOR TRUSTEE:   

MANAGEMENT TRUSTEE:



# TEAMSTERS MANAGED ANNUITY PLAN

P.O. Box 757 · Pleasanton, CA 94566

(925) 426-3555

## APPLICATION AND SUBSCRIBERS AGREEMENT – PART II

(PARTS I & II MUST BE COMPLETED AND FORWARDED TO THE PLAN ADMINISTRATIVE OFFICE)

INDICATE:

NEW ACCOUNT X RENEWAL \_\_\_\_\_ NAME OR OWNERSHIP CHANGE \_\_\_\_\_

FIRST CONTRIBUTION DUE ON October 2015 BASED ON September 2015 HOURS.

NAME OF EMPLOYER Amports EFFECTIVE DATE October 1, 2015

NAME OF ASSOCIATION \_\_\_\_\_

(If applicable. If an association with authority to sign on behalf of Employers, attach list of names of each such Employer.)

STREET ADDRESS 1997 Elm Road

CITY, STATE & ZIP CODE Benicia, CA 94510

The undersigned Employer and Union hereby certify that a written labor agreement is in effect between the parties providing for contributions to the Teamsters Managed Annuity Plan ("Trust Fund") and that such agreement conforms to the Trustee Policy on Acceptance of Employer contributions and is not otherwise detrimental to the Plan. A complete copy of the labor agreement is attached, or, if not yet available, will be furnished to the Plan Administrative Office as soon as available. The undersigned further certify that the following information is true and correct and accurately reflects the provisions of the labor agreement.

If this certification is signed by an Association, the Association warrants and represents that it has written authorization from each listed employer to sign this certification and to sign the labor agreement on behalf of such employer (if the labor agreement is not signed by the employer).

The undersigned Employer has entered into a collective bargaining agreement or agreements with the below listed Teamsters Local Union under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Managed Health Care Trust Fund and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer, and full authority to act for the Employer in the administration of the Fund.

Commencing on the first day of the month of the contribution effective date, and payable no later than the twentieth day of each month thereafter, the Employer shall contribute the amount(s) specified by the Trustees to provide benefits for each employee covered by the collective bargaining agreement and for any such additional employees accepted as participants in the Fund, pursuant to uniform rules and regulations and provided such other employees shall remain participants in the Fund for the term of the collective bargaining agreement.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that 10% liquidated damages or \$25.00, whichever is greater, plus simple interest calculated daily, as determined by the Board of Trustees, and reasonable attorney fees and costs will be assessed on all delinquencies. Excess contributions paid to the Fund shall be refunded or credited only for the twelve calendar months preceding the date the Fund receives notice of the error, or, if discovered through a payroll audit by the Fund's accountant, the twelve calendar months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California, to the Trustees or their agents, all books, records and papers necessary to conduct an audit to verify that the required contributions have been paid.

It is the purpose and intent of the parties to maintain this Subscribers Agreement in full force and effect at all times, during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscribers Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscribers Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than thirty days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable bargaining agreement without the consent of the Trustees.

NOTE: THE FUND REQUIRES THAT A COPY OF THE COLLECTIVE BARGAINING AGREEMENT BE PROVIDED TO THE PLAN ADMINISTRATIVE OFFICE.

BY: Rome A. Aloise, Secretary-Treasurer FOR LOCAL: 853 BY: Jimmy Triplett FOR EMPLOYER

(Print or Type Name)

(Print or Type Name)

(Signature)

(Date)

(Signature)

(Date)

ACCEPTED ON: \_\_\_\_\_, 20\_\_\_\_, ON BEHALF OF THE BOARD OF TRUSTEES OF THE TEAMSTERS MANAGED HEALTH CARE TRUST FUND

LABOR TRUSTEE: \_\_\_\_\_ MANAGEMENT TRUSTEE: \_\_\_\_\_

DISTRIBUTION: Please send this form to the Plan Administrative Office.