

AGREEMENT

between

MAITA BODY SHOP

and

MACHINISTS AND MECHANICS LODGE NO. 2182

for and on behalf of

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

Effective:

8/1/19 - 8/1/22

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AGREEMENT

THIS AGREEMENT BY AND BETWEEN

MAITA BODY SHOP

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

WITNESSETH:

SECTION 1: RECOGNITION AND JURISDICTION OF AGREEMENT

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

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

SECTION 2: UNION SECURITY

A. All employees covered by this Agreement shall make application to become and remain members of the Union. New employees shall make application to become members of the Union not later than thirty-one (31) days from date of hire or from date of execution of this Agreement, whichever is later. Any employee refusing to become a member of the Union after thirty-one (31) days from date of hire shall be discharged upon notification from the Union. In the event the applicant is not accepted by the Union according to its Constitution and By-laws, then the employee may be retained in service and Union membership will not be a condition of his employment.

B. The Employer agrees he will notify the Union, in writing, of the name(s) of all newly-hired employees within two (2) working days. Forms for this purpose shall be supplied by the Union.

C. CHECK-OFF: Upon receipt of a signed authorization of the employee, the Employer shall deduct from the first paycheck issued to employee each month the dues payable by him to the Union in accordance with the authorization set forth below. The Employer shall remit all amounts so deducted to the Financial Secretary of the Union within fifteen (15) days after the deduction is made. The Employer shall not be required to collect Union dues in arrears. Any change in dues made by the Union will be made effective after a thirty (30) day written notice by the Union to the Employer and upon receipt of a new dues deduction authorization signed by the employee specifying the revised amount.

The Union will provide the necessary authorization forms and will secure the signatures of its members on the forms and deliver the forms to the Employer.

DUES AND DEDUCTION AUTHORIZATION

(Print in Ink)

NAME (FIRST)--(MIDDLE INITIAL)--(LAST)--(SOCIAL SECURITY NO.)--
(DATE)

MAITA OLDSMOBILE

Please deduct \$ from pay each month and remit same to Machinists and Mechanics Lodge No. 2182, International Association of Machinists and Aerospace Workers, in payment of the monthly membership dues of such Local Union. This assignment and authorization shall continue until revoked by my giving written notice to you by registered mail postmarked, or received by the Employer either (a) during a period of ten (10) calendar days immediately prior to the termination date of the Agreement, and as modified by subsequent supplements, after the effective date of this authorization, or (b) during a period of ten (10) calendar days immediately preceding each anniversary date of this authorization. The authorization shall not be effective after the termination of the Agreement between MAITA OLDSMOBILE and I.A.M. & A.W. MACHINISTS AND MECHANICS LODGE NO. 2182.

EMPLOYEE'S SIGNATURE

No deduction under this Section will be made at any time other than the time set forth in the authorization form, and if incorrect deductions are made as a result of the Union failing to properly notify the Employer, the Union shall have the responsibility of making adjustments. The Union will indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of action taken by the employer in reliance upon the procedure outlined in this Section.

SECTION 3: JOURNEYMEN

Journeymen shall have acquired the necessary knowledge, experience and ability to perform work assigned to them in a reasonable time and in a satisfactory manner.

SECTION 4: APPRENTICES

A. Apprentices are those who have been employed to learn a trade, including recreational vehicle mechanics; they will be given full opportunity to do so.

B. One (1) Apprentice may be employed in each shop where two (2) or more Journeymen are regularly employed and one (1) additional Apprentice for each five (5) additional Journeymen. It is understood that a newly-hired Apprentice shall not acquire any seniority until 500 hours of work have been completed, at which time his seniority shall revert to date of hire.

C. Apprentices to be indentured under the California Apprentice Standards Act of 1939, or as amended. The term of apprentice as used herein shall mean a person who has entered into an indenture agreement to learn the automotive repair and maintenance trade. The Joint Apprenticeship Committee for the automotive repair and maintenance industry of Sacramento, which is comprised of an equal number of Employer and Union representatives, shall indenture all apprentices. The term of apprenticeship shall be four (4) years. He shall have related school instruction of not less than 144 hours a year and not less than 576 hours for the four (4) year period of apprenticeship. The State Apprenticeship Standards shall apply to applications for apprenticeship training.

D. The Employer and the Union agree to establish an Apprenticeship Training Fund for the purpose of improving and regulating the Apprenticeship training program. The Employer shall appoint two (2) trustees and the Union shall appoint two (2) trustees. The Employer agrees to pay into said Apprenticeship Training Trust Fund Fifty Cents (\$.50) per month per each Journeyman, except Journeyman Partsmen and Sanders and Rubbers.

SECTION 5: SENIORITY

A. The Employer shall be the judge of the competency of the men. Competency being equal, seniority by classification shall prevail in the reduction of forces and re-employment of men. However, the first thirty (30) days of employment shall be considered a probationary period during which time the employee shall not gain seniority and may be subject to discharge without recourse. After thirty (30) calendar days of employment, the employee shall gain seniority dating back to his first date of hire, except as provided in Section 4-B.

- B. An employee shall lose his seniority for the following causes:
1. Voluntarily quitting his employment.
 2. Discharge by the Employer for just cause.
 3. Layoffs in excess of twelve (12) months.
 4. Employees who accept a job with their Employer which is out of the bargaining unit for a period longer than six (6) months.
 5. Failure to report to work within five (5) days after written notice at last known address.
 6. Accepting retirement or pension benefits.
 7. Proven moonlighting.

C. In the event of layoff, employees shall be laid off by seniority except that an employee who is working on a job in progress shall be allowed to work out of seniority to complete the job. Apprentices shall stand in line in seniority according to ratio.

SECTION 6: HOURS AND OVERTIME

A. The workweek shall consist of five (5) consecutive days (not guaranteed), Monday through Friday or Tuesday through Saturday. Present employees will not be required to work a Tuesday through Saturday workweek at straight time unless they volunteer to do so. Once an employee volunteers, he shall be required to continue to work the shift for at least ninety (90) days. The Employer shall have the right to hire employees to work a Tuesday through Saturday shift at straight time.

The workday shall consist of eight (8) hours within a nine (9) hour period (this means no split shifts). The day shift shall start any time after the hour of 6:00 A.M. Employees shall be paid a premium of Eight-Five Cents (\$.85) per hour over the contract rate for their classification for all hours worked after 5:00 P.M., except overtime at the rate of time and one-half (1-1/2) shall be paid for work in excess of eight (8) hours in any one (1) day.

Employees shall have the option of choosing their work shift on the basis of seniority. This right shall not be exercised more frequently than every twelve (12) months except by mutual agreement between the Employer and employee. However, it is understood and agreed that the least senior employee shall be required to work the scheduled hours requested by the Employer. The Employer agrees that the work shift of the individual employee shall not be changed more frequently than every four (4) weeks except by mutual agreement between the Employer and the employee.

The Employer may establish a workweek consisting of four (4) consecutive ten (10) hour days at straight time. Staffing of such workweek shall be accomplished as in Section 6A.

Holidays shall be paid at the rate of ten (10) hours of pay for each holiday for employees working the four (4) day, ten (10) hour workweek.

B. Overtime at the rate of time and one-half (1-1/2) the straight-time rate of pay shall be paid as follows:

1. For all hours worked prior to 6:00 A.M.
2. For all hours worked in excess of eight/ten (8/10) hours in any one (1) day.
3. For all hours worked in excess of forty (40) hours in any one (1) calendar week.
4. For all hours worked on Saturday, except for those employees regularly assigned to a Tuesday through Saturday shift who shall receive time and one-half (1-1/2) the straight-time rate of pay for all hours worked on Monday.
5. For all hours worked on the 5th, 6th, or 7th day for those employees working a 4/10 hour workweek shall be paid at the rate of time and one-half (1-1/2) and overtime at double the employee's rate of pay for all work on Sunday.

In no event will overtime be pyramided.

C. Overtime at the rate of double the employee's straight-time rate of pay shall be paid for all work on Sunday.

SECTION 7: INJURY ON THE JOB

A. Any employee who is injured on the job shall receive his straight-time rate of pay to the end of his shift providing he has reported the injury to his supervisor. No employee shall be discharged because of an industrial injury to the extent limited by law.

B. Any employee injured on the job and requested by the doctor to return during working hours for follow-up procedures shall be compensated at his appropriate hourly rate for such time lost from work. It is agreed that the employee will immediately return to work if possible to complete his shift and that he will only be paid for actual time lost.

SECTION 8: MINIMUM DAILY GUARANTEE

A. When an employee is called to work, he shall be guaranteed a minimum of eight (8) hours' pay for the day. Employees working a 4/10 hour workweek shall be guaranteed a minimum of ten (10) hours' pay for the day. Employees working a night shift shall be guaranteed four (4) hours' pay; and if they work more than four (4) hours, they shall be guaranteed a minimum of eight (8) hours' pay providing the employee is willing to work said guaranteed hours.

Employees working a 4/10 hour workweek on night shift shall be guaranteed five (5) hours' pay; and if they work more than the five (5) hours, they shall be guaranteed a minimum of ten (10) hours' pay providing the employee is willing to work said guaranteed hours.

Any present employee volunteering to work the night shift shall be guaranteed a minimum of eight (8) hours' pay per shift or ten (10) hours' pay if working 4/10's. It is understood, however, that if an employee is late reporting to work and/or leaves his employment, he shall be paid only for actual hours worked. Employees not otherwise notified at the end of a shift shall be considered as having been requested to report for work the following day.

B. An employee called away from his residence for work at the shop or for a wreck or breakdown outside of his regularly scheduled shift shall be compensated at not less than three (3) hours at the overtime rate.

C. It is agreed that the Employer will endeavor in every possible way to employ only such forces as will guarantee each employee a full week's pay.

SECTION 9: TRAVEL PAY

Straight-time and overtime conditions as set forth in this Agreement shall apply to employees assigned to roadwork, including driving time.

SECTION 10: SERVICE MEETINGS

A. Service instruction meetings shall be held and paid for in accordance with State and/or Federal laws. Such meeting shall not be held on regular Union meeting nights or Friday nights.

B. Should such meeting be held outside the Sacramento Metropolitan area and attendance be required by the Employer, then the employees covered by this Agreement shall be paid straight time and traveling expenses to and from such meetings.

C. An employee who is requested to attend a class of instruction away from shop; i.e., GM, Ford, Chrysler, and factory products school, shall be paid no more than eight/ten (8/10) hours at his straight-time rate of pay, plus expenses in any twenty-four (24) hour period.

SECTION 11: MINIMUM WAGES

A. PER HOUR RATE:

	<u>Current</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>
PARTS EMPLOYEES:				
1st 6 months	\$22.38	\$22.38	\$23.00	\$23.00
2nd 6 months	\$22.51	\$22.51	\$23.13	\$23.13
TRAINEE COUNTERMAN:				
1st 6 months	\$24.84	\$24.84	\$25.53	\$25.53
2nd 6 months	\$25.71	\$25.71	\$26.42	\$26.42
3rd 6 months	\$26.58	\$26.58	\$27.31	\$27.31
4th 6 months	\$27.73	\$27.73	\$28.50	\$28.50
THEREAFTER	\$28.89	\$28.89	\$29.69	\$29.69

Effective August 1, 1984, new hires in the Parts Department shall be hired at Eighty Percent (80%) of the above rates.

Present Parts employees shall have preference for openings for Trainee Counter men who shall have a trial period of not less than thirty (30) days nor more than ninety (90) days at the Parts employee rate, after which the employee may be returned to his old classification or be promoted to Trainee Counter man at the appropriate rate.

In the event the employee is promoted to Trainee Counter man, he will receive credit for his trainee period toward the next pay level.

INSTALLERS (P.D.I.) - NEW HIRES ONLY

The pay scale for an installer shall be Seventy Percent (70%) of the Journeyman Mechanic's rate of pay.

An Employer may employ one (1) installer for the first two (2) Journeyman Mechanics and one (1) additional installer for each five (5) additional Journeyman Mechanics regularly employed. No Journeyman Mechanic shall be downgraded to the classification of installer by operation of this provision. The job description for an installer shall consist of used car safety checks and brake (adjustments only), exhaust equipment and muffler installation, shock absorber installation, installation of body side molding, the location and correction of air or water leaks in a vehicle body requiring minor repair work or the replacement of gaskets or weather stripping only, headlight and taillight adjustments and replacements, replacement of simple mechanical parts such as fan belts, hoses and the carrying out of initial prescribed checking and adjustment in connection with new car "get ready" procedure. Where a Journeyman Mechanic is employed in a new car "get ready" department, an installer may assist the Journeyman but the installer shall not be required to use electronic equipment or test equipment.

The rate of pay for installers shall apply on all work described herein, whether on a customer car, new car, or used cars to be resold or otherwise disposed of. Installers shall be on a separate seniority list in the Mechanical Department and shall be laid off first before any Journeyman or apprentice may be laid off.

B. PER HOUR RATE:

	<u>Current</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>
JOURNEYMAN AUTOMOTIVE TECHNICIANS, TRIMMERS, WELDERS, REFRIGERATION REPAIRMEN, ELECTRICAL MACHINISTS, JOURNEYMAN BODY, FENDER, METALMEN, AUTOMOTIVE MACHINISTS, RADIATOR REPAIRMEN, FRONT END MEN, OPR. OF FRAME STRAIGHTENING MACHINES, STRIPERS, COLOR MATCHERS, PAINTERS AND COMB. GLASSMEN, AND JOURNEYMAN RECREATIONAL VEHICLE MECHANICS	\$30.60	\$30.60	\$31.40	\$31.40

FOREMEN and LEADMEN shall receive One Dollar (\$1.00) per hour over the highest Journeyman contractual rate under their supervision.

In addition to the preceding wage rates, in year one of the agreement, the Employer will increase the current incentive bonus plan by an additional fifty cents (\$0.50) per hour.

APPRENTICES shall be paid not less than the following percentages of the Journeyman's wage for their particular classifications:

1st 6 months.....	50%	5th 6 months.....	70%
2nd 6 months.....	55%	6th 6 months.....	75%
3rd 6 months.....	60%	7th 6 months.....	85%
4th 6 months.....	65%	8th 6 months.....	95%

THEREAFTER JOURNEYMAN PAY RATE.

C. PER HOUR RATE:

	<u>Current</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>
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SANDERS AND RUBBERS:

1st 6 months	\$26.93	\$26.93	\$27.63	\$27.63
2nd 6 months	\$27.54	\$27.54	\$28.26	\$28.26

It is understood the Employer may establish an incentive program under the language of Section 11-E.

The Employer shall have an obligation to pay employees only the above wage rates.

D. No employee shall have his hourly rate of pay reduced as a result of the signing of this Agreement. Nothing herein shall prohibit the paying of a higher rate of pay at the discretion of the Employer. The following applies to Foremen and Leadmen: The Employer shall have the right to promote and shall have the right to demote employees; employees demoted shall receive the wage rate of the job classification to which they are assigned.

E. As a result of the signing of this Agreement, the following systems of computing wages shall be eliminated from all shops: Flat rate, Piecework, Premium, Merit, Task, Contract, and Bonus systems. Any Employer who pays wages based on any of the above-mentioned systems and any employee who accepts pay based on any of the above systems shall be guilty of violating this Agreement.

(EXCEPTION: An Employer may give a bonus or incentive to an employee, if such bonus or incentive is apart from his regular hourly rate of pay. Any bonus or incentive shall be effective or discontinued at the Employer's discretion.)

F. If an employee has a disability which impairs his ability to perform normal duties, the Employer and the Union may agree on a wage scale less than is provided for in this Section for the individual so handicapped. Such agreement must be in writing and signed by the Employer, the Union, and the individual concerned.

SECTION 12: TRUCK REPAIR

Heavy duty truck repair technicians shall be paid the rate for Automotive Technicians.

SECTION 13: PAY PERIOD

A. Employees may be paid bi-weekly, the dates to be established by the Employer, but once established shall not be subject to change except by mutual agreement with the Union. Effective 8/1/12, the payroll period will be adjusted to be consistent with Maita's other facilities.

B. In the event established payday's fall on non-working days, the employee shall be paid on the day previous to the established payday.

SECTION 14: HOLIDAYS

A. Eligible employees shall be paid eight/ten (8/10) times their straight-time hourly rate for each of the following holidays regardless of the day on which they fall:

NEW YEAR'S DAY	LABOR DAY
WASHINGTON'S BIRTHDAY	THANKSGIVING DAY
MEMORIAL DAY	DECEMBER 24th
FOURTH OF JULY	CHRISTMAS DAY

When any of the above holidays fall on a Sunday, then the following day shall constitute a holiday and be paid for as such. When a holiday falls on a Saturday, the preceding Friday shall be celebrated as the holiday, except for employees working a Tuesday through Saturday workweek, Saturday shall be celebrated as the holiday. When any of the above holidays fall on a Monday, employees working a Tuesday through Saturday workweek shall celebrate the holiday on the preceding Saturday or the following Tuesday.

B. An eligible employee as used in this Section shall be an employee:

1. Who has been in the employ of the Employer at least thirty (30) days prior to the holiday.
2. Who has worked his first scheduled workday immediately preceding the holiday and his first scheduled workday immediately following the holiday. However, an employee absent due to a layoff or injury prior to the holiday shall receive holiday pay. Employees discharged for just cause or on leave of absence shall not be entitled to holiday pay.

C. When any of the above-specified holidays fall during a paid vacation period, employees eligible for holiday pay shall receive an additional day's pay or receive an additional day off with pay, the choice to be by mutual agreement between the employee and the Employer. Employees shall receive time and one-half (1-1/2) their straight-time rate of pay for all work performed on the holidays listed in Section 14. In addition, they shall receive holiday pay if eligible for same.

SECTION 15: VACATIONS

A. Employees who have been in the continuous employ of their Employer for one (1) year shall receive one (1) week's vacation (40 hours) with pay and after two (2) years of continuous service shall receive two (2) weeks' vacation (80 hours) with pay, and effective August 1, 1991, after seven (7) years of continuous service shall receive three (3) weeks' vacation (120 hours) with pay.

Pay as used in this sub-section shall mean the straight-time hourly rate of the employee as of his anniversary date of hire. Continuous employ or continuous service as used in this sub-section shall mean the employee has worked at least 1400 hours during the current anniversary year.

B. Employees having at least one (1) year's continuous service with the Employer and whose employment is terminated shall be entitled to pro-rata vacation pay. Pro-rata vacation pay shall be based on the vacation the employee has earned as of his last anniversary date and be paid on the 1/12 system outlined in "D" below.

C. Preference in the matter of vacations shall be given according to their seniority of employment. Such vacation shall be so arranged so as not to inconvenience the Employer and provided further that not more than one (1) of ten (10) employees be granted vacation at the same time.

D. In the event an employee has not completed 1400 hours work in his anniversary year, he shall be compensated at the rate of 1/12 of his earned vacation for each month worked prior to his anniversary date. A month worked shall be any calendar month in which at least one-half (1/2) of the working days were worked.

(EXAMPLE: An employee who would have earned two (2) weeks paid vacation, but only worked seven (7) months in his anniversary year, shall receive 7/12 of two (2) weeks' pay for his vacation pay. He shall not suffer a reduction in the number of vacation days, but only a reduction in pay.)

E. In the event of a change of ownership, where no present owner retains an interest, all employees in the employ of the selling employer six (6) months or more shall receive a pro-rated vacation based on the straight-time hours worked, prior to the change of ownership.

SECTION 16: UNIFORMS AND LAUNDERING

When special clothing is designated by the Employer and such clothing is leased or rented, the Employer and the employee shall each pay Fifty Percent (50%) of the total rental laundry services not to exceed more than three (3) laundries a week. Employees shall not be required to pay more than Two Dollars and Fifty Cents (\$2.50) per week.

SECTION 17: HEALTH AND WELFARE BENEFITS

A. Effective August 1, 2012, the Employer shall make available health and welfare benefits for current employees and their dependents and after sixty (60) days of employment all new employees shall be eligible for the following:

1. Maita will provide all employees the option of Health, Dental, Drug, and Vision benefits for the cost of Ninety-Eight Dollars and Forty Cents (\$98.40) per month.
2. Maita will pay Ninety Dollars (\$90.00) per month to any employee who refuses coverage for the benefits under Maita's plan and who submits written proof of other health insurance coverage. Any employee who chooses to accept the Ninety Dollars (\$90.00) per month in lieu of benefits must notify the Personnel Department in writing immediately if the alternate coverage ceases for any reason.

B. A share of the cost of health, dental, drug and vision coverage for dependents will be borne by the employee at Two Hundred Ten Dollars and Eighty-Eight Cents (\$210.88) for an employee with one (1) dependent and Two Hundred Eighty-Seven Dollars and Forty-One Cents (\$287.41) for an employee with two (2) or more dependents.

C. The employee will be responsible for one-half (1/2) of the amount of any increase in the cost of health, dental, drug or vision coverage premiums after August 1, 2016.

D. Employee share of health and welfare contributions will be deducted in equal installments from the first two (2) paychecks each month. Union employees shall participate in Maita's 125K Plan for the purpose of deducting the health and welfare contributions from gross wages.

E. Employees off work due to disability will continue to be covered under the benefits of this Section for up to sixty (60) days after the month in which the disability occurs. The employee will be responsible for his share of the contributions during the sixty (60) day continuation period.

F. Maita shall pay the necessary premium to provide \$50,000 Life Insurance for the employee.

G. This Health and Welfare Plan will be effective August 1, 2012. The current plan in place during the term of the agreement is the Western Health Advantage 420 & W Rx.

SECTION 18: PENSION PLAN

A. Effective August 1, 2012, the Employer shall pay One Hundred Ninety-Three Dollars and Thirty-Three Cents (\$193.32) per month into the Automotive Industries Pension Fund on account of each eligible employee.

B. An eligible employee as referred to in this Section means an employee who is on the payroll of the Employer on the first of the month for which the contribution is being made.

C. The Employer shall sign a "Subscriber's Agreement" for the above benefits with the Automotive Industries Pension Plan.

D. The Employer agrees to allow the employees to participate in the California Machinists 401K Plan. The Employer's obligations to the plan are limited to the timely payment to the Trust Fund of that portion of their wages the employees elect to defer into the Plan. Participating employees will be responsible for the Trust Fund's administration fee. Employee participation in this plan is voluntary. Amounts deferred will be pre-taxed wages.

E. The Employer shall sign a "Subscriber's Agreement" for the above benefit with the California Machinists 401K Trust.

SECTION 19: UNION REPRESENTATIVES

Shop Stewards will be permitted in each establishment where the Union may deem it necessary. The Business Representative of the Union shall be allowed to enter the establishment of the Employer at any time during working hours to check employees and working conditions after first notifying the management.

SECTION 20: UNION ACTIVITIES AND NON-DISCRIMINATION

A. No discrimination or intimidation shall be made against any employee on account of legitimate Union activities.

B. Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against any employee because of race, age, sex, political or religious affiliation or nationality.

C. The Employer agrees to continue its present non-discriminatory policy offering equal opportunities for available jobs to qualified applicants without regard for their nationality, race, age, sex, political or religious affiliation or membership in any labor or other lawful organization.

D. It shall not be a violation of this Agreement, nor shall any employee be discharged or discriminated against for refusing to cross picket lines established with the sanction of the Sacramento AFL-CIO Central Labor Council and/or the Joint Council of Teamsters No. 38.

E. The Employer to display the "Union Shop" sign provided by the Union.

F. The Employer will allow the Union to post a copy of the working Agreement in the general working area and any other informative literature that the Union deems necessary to keep their members informed.

SECTION 21: INSURANCE

No employee shall be required to take out insurance other than that required by law. Employees shall not be required to sign for individual surety bond.

SECTION 22: SHOP JURISDICTION

It is further agreed that jurisdictional disputes between Teamsters Union Local No. 165 and the Machinists and Mechanics Lodge No. 2182 will not in any way affect the Employer who is party to this Agreement and it is further agreed that the jurisdictional terms of this Agreement shall be guaranteed in accordance with historical practice.

SECTION 23: BOARD OF ADJUSTMENT

A. Both parties agree that in the event of a dispute concerning the meaning, application, and/or interpretation of this Agreement, a grievance shall be filed, in writing, specifying in detail by the charging party and submitted to the other party within thirty (30) calendar days or it shall be deemed waived except as provided in Section 27.

B. Both parties agree that after a grievance is filed as provided in Section 23-A, either party may request an informal meeting between the Business Representative of the Union and the Employer in an attempt to resolve the grievance. If the grievance remains unresolved, a Board of Adjustment shall be appointed consisting of two (2) members appointed by the Employer and two (2) members appointed by the Union. This Board shall meet for consideration of all matters submitted to it in writing within six (6) days subsequent to receipt of same.

C. If, within six (6) days, this Board cannot agree on a question referred to it, the Employer and the Union shall choose a fifth member who shall have no connection with either party, as an Arbitrator, and a decision will be given in writing, signed by a majority of this Board within six (6) days; such decision will be final and binding upon all parties when notified. Any expenses incurred through choosing a fifth member of the Board will be divided equally between the parties signatory hereto. There shall be no strikes or stoppages of work by the Union or lockouts by the Employer pending settlement of any dispute submitted to the Board of Adjustment.

SECTION 24: LABOR/MANAGEMENT COMMITTEE

A. In order to better understand the problems arising in the business of the Employer and to obtain better cooperation between the Employer and the Union, a committee shall be established and known as the Automotive Labor/Management Committee.

B. The Committee shall represent the Employer and the Union and shall determine its own method of operation. The Committee will try to work out recommendations mutually agreed upon and submit same to the bodies it represents and put such recommendations into practice.

C. The Committee shall not have any authority to amend or modify any of the terms of this Agreement or to usurp the function of the grievance procedure as outlined in this Agreement.

SECTION 25: UNION AND MANAGEMENT RELATIONS

A. During the terms of this Agreement there shall be no additions thereto or deletions therefrom unless held invalid by law, in which case the validity of the remainder of this Agreement shall remain undisturbed for the balance of the term of this Agreement.

B. The Employer shall have the right to manage and operate his establishment and any change in such management or operation shall be by the Employer providing it is not in violation of this Agreement.

C. The Employer agrees that its members will cooperate with the Union in the maintenance of Union wages and working conditions by sending work of the trade that must be performed outside of its own establishment to Union shops wherever possible, where the employees are affiliates of the Union party hereto or member of the A.F. of L. Unions (the Union to do the policing and notify the Employer) and the Union agrees that its members shall, to the best of their ability, endeavor to patronize and to advance the interests of the Employer and will not solicit or perform work while in the employ of the Employer that will be in competition with the business of the Employer and it is further agreed that all parties signatory hereto shall endeavor in every legitimate way available to them, to eliminate any and all unfair competitive conditions in the trade.

SECTION 26: SAFETY

In the interest of safety, no employee shall be required to work alone in the shop. The Employer and employee agree to abide with all applicable Federal and State safety laws.

SECTION 27: DISCHARGE

A. The Employer may suspend or discharge employees for just cause. By way of illustration, but not limitation, just cause shall include:

1. Violation of Employer or governmental safety rules.
2. Inability to perform quality workmanship in a reasonable time.
3. Consuming any kind of intoxicant while on duty.
4. Intoxicated while on duty.
5. Insubordination.
6. Fighting while on duty.
7. Unwillingness or inability to perform work assigned.
8. Talking to customers or other employees in a derogatory manner concerning the Employer or his business.
9. Dishonesty.
10. Theft.

11. Use of drugs without a physician's prescription.
12. Proven moonlighting, working with tools of the trade for compensation.

B. All employees shall be expected to perform their assignments in an efficient and competent manner. The Employer shall be sole judge of the competency of the employee except that if the employee feels that any reprimand or discharge which results from allegations on poor work performance is capricious, discriminatory, or unreasonable, the employee shall have the right to exercise his prerogatives under the grievance procedure. Any such protest shall be presented to the Employer in writing within five (5) working days after the discharge or suspension, and if not presented within such period, the right of protest shall be waived. After such protest if filed, the grievance procedure as set forth starting with Section 23-B shall apply.

SECTION 28: TOOL INSURANCE

The Employer will provide insurance on employee's tools against loss by fire or burglary of the shop building (but not for loss by mysterious disappearance) provided the employee furnishes his Employer a list of his tools on an inventory form and notifies his Employer when he removes his tools from his Employer's premises. This insurance will be on the basis of a Fifty Dollar (\$50.00) deductible and it is understood the employee shall pay the first Fifty Dollars (\$50.00). Losses under this Section shall be reimbursed by replacement value of the tools. It is understood that toolboxes shall be included in the coverage under this Section.

SECTION 29: EMPLOYMENT AGENCY FEES

In the event the Employer requests referrals from an employment agency and hires one of the referrals, the Employer shall pay the full cost of the employment agency fees.

SECTION 30: POWER TOOLS

The Employer will maintain employee's power tools used on the job.

SECTION 31: LEAVE OF ABSENCE

A. Leaves of absence shall be granted at the discretion of the Employer. Any employee desiring a leave of absence shall make written request for such leave to his Employer. An employee who is then granted a leave of absence by his Employer shall be furnished with a written statement, copy to the Union, of consent setting forth the duration of the leave and other pertinent conditions. It is understood the employee accumulates no seniority while absent on such leave and earns no vacation time or other benefits during the period of such leave.

B. The above provisions for leave of absence shall not be applied to periods of layoff by the Employer or to involuntary absence of employee from work due to injury or illness.

SECTION 32: SUCCESSOR CLAUSE-ASSIGNABILITY CLAUSE

In the event an entire operation or any separable independent segment thereof is sold, transferred, or assigned, the Employer shall give written notice to any purchaser, transferee or assignee of existence of this Agreement, with a copy to the Union.

SECTION 33: OUTSIDE ESTABLISHMENTS AND SUB-CONTRACTING

A. In mutual recognition of the prerogatives and the problems of each of the parties to this Agreement, the Employer and the Union agree that the following specific rules shall apply to the sub-contracting of work.

The Employer shall be prohibited from sub-contracting any work which he performs in his own facility or work which he was required to perform in accordance with the previous collective bargaining agreement, except:

1. Work on used cars of a make other than the make or makes which the Dealer is franchised to sell which involves mechanical repair only.
2. Work which cannot be performed within a reasonable period of time because of a heavy load of scheduled customer and/or warranty work provided, however, that a normal and usual work force is being maintained.
3. Work which requires government licensing if licensed mechanics on the Employer's staff are unavailable or unable to complete the work in a reasonable time.
4. Parts inventory/audit may be contracted out at the discretion of the Employer.

B. For the purpose of this Agreement, an outside establishment is hereby defined to include any establishment under rental, lease, subletting, assignment, or other arrangements, wherein the Employer (party to this Agreement) is not the sole and exclusive owner, operator, and manager thereof.

SECTION 34: WRITTEN AGREEMENTS

There are no side agreements or verbal understandings relative to this Agreement and the present contract by the parties is as set forth herein.

SECTION 35: GENDER

As used in this Agreement, the masculine gender shall be deemed to include the feminine.

SECTION 36: EFFECTIVE AND ANNIVERSARY DATE

This Agreement shall remain in full force and effect from August 1, 2019 to August 1, 2022 and from year to year thereafter; however, either party signatory hereto may, sixty (60) days prior to August 1, 2022, give notice in writing of a desire to alter, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto witness their hands and seals by their respective officers duly authorized to do so, this 3 day of *Sept*, 2019.

FOR THE EMPLOYER:

FOR THE UNION:

MAITA BODY SHOP

MACHINISTS AUTOMOTIVE TRADES
DISTRICT LODGE NO. 190 OF
NORTHERN CALIFORNIA for and
on behalf of MACHINISTS AND
MECHANICS LODGE NO. 2182,
I.A.M. & A.W.

By: *Steve Garcia*

By: *Mark [Signature]*