

August 26, 2015 to June 30, 2019

AGREEMENT

Between

**BILL BRANDT FORD
SERVICE DEPARTMENT**

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**

(50%) by the employee.

Service Department technicians hired after the date of ratification: Each employee eligible to participate in the Plan shall contribute to the premiums for the Plan as follows:

Individual: Seventy five percent (75%) of the cost of monthly premiums as of the effective date of this agreement shall be borne by the Employer and twenty five percent (25%) shall be borne by the employee.

Dependents: The premium contribution portion for additional dependents or spouse shall be borne as follows: Twenty five percent (25%) by the Employer and seventy five percent (75%) by the employee.

The Employer will contribute sixty-seven (67%) toward the cost for all benefits provided by Automotive Industries Health and Welfare Plan (see Section 24.01). The employee will pay thirty-three percent (33%) of all premium costs.

These contribution percentage amounts will be recalculated using the formula described above on September 1 of each contract year for Dental, Orthodontic, \$25,000 Life Insurance, Vision, and Disability plans and on February 1 of each contract year for medical.

If an employee can present evidence of coverage through a separate health insurance plan, the employee may waive the coverage provided through the Employer and receive a \$125.00 per month bonus. If an employee with dependents elects individual coverage but waives dependent coverage, he/she shall receive a \$75.00 per month bonus. If an employee with dependents elects to waive coverage, he/she shall receive a \$300.00 per month bonus.

- 24.07 Should either the federal or state governments enact legislation affecting the health and welfare benefits provided in this Agreement, this section shall be modified in such a manner as to conform to such legislation.
- 24.08 Employees shall become eligible for Health & Welfare benefits on the first day of the month following completion of 60 calendar days from employee's date of hire.
- 24.09 To the extent permitted by law, employees may pay monthly premiums through a Section 125 pre-tax deduction.
- 24.10 Sick Pay: The Employer agrees to provide paid sick days as described in the "Healthy Workplace/Healthy Families Act of 2014."

SECTION 25 PENSION PLAN

- 25.01 Effective March 1, 2008, the Employer shall contribute to the Automotive Industries Pension Plan on a monthly basis for all employees who have completed the probationary period.

Subject to Section 3.03, the contribution rates shall be:

Journeymen Technicians and Apprentices	\$262.50
Installers and Technical Installers	\$131.25
Lube Technician	\$105.00

SECTION 26 401(k) PLAN

26.01 Effective March 1, 2008, the Employer shall contribute to the Machinists 401(k) Plan on a monthly basis for all Machinists bargaining unit employees who have completed the probationary period. The contributions rates shall be:

Journeymen Technicians and Apprentices	\$87.50
Installers and Technical Installers	\$43.75
Lube Technician	\$35.00

26.03 All Machinists bargaining unit employees shall have the right to voluntarily participate in the Machinists 401(k) defined contribution plan, subject to the terms and conditions of the plan.

SECTION 27 ADJUSTMENT OF GRIEVANCES

27.01 Should a controversy, dispute or disagreement arise out of the terms or conditions of 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.

27.02 Written request required before Grievance Procedure. Prior to initiation of any grievance by an employee, the employee shall have first have delivered a written request in triplicate to the employer, to correct such item, and shall have allowed not less than three (3) working days for employer to respond to such request. No grievance shall be allowed to proceed until employee has complied with this provision.

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

27.04 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; was responded to by the Employer. Any complaints in reference to matters of dismissal must be filed in writing with the Employer within five (5) working days from the date the Employer responded to the grievance as provided for in Section 27.02. In the event the Employer has cause to file complaint, he shall, likewise, submit in writing the specific matters in dispute or

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 Bill Brandt Ford – Service Department

Address 8100 Brentwood Blvd.

City Brentwood State CA Zip Code 94513 Telephone No. (925) 634-3551

Monthly Contribution Rate in Collective Bargaining Agreement

Journeyman, Master, Apprentice Techs	\$262.50	Effective: August 26, 2015
Installers and Technical Installers	\$131.25	Effective: August 26, 2015
Lube Technicians	\$105.00	Effective: August 26, 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.

(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 September, 2015.

Machinists Automotive Trades District Lodge 190

Employer: Bill Brandt Ford- Service Department Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Robert Brandt (Print Name) Brian Fealy, Business Representative
Redacted by the U.S. Department of the Treasury Redacted by the U.S. Department of the Treasury
(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.

BOB GALLIS AUTO REPAIR, INC.



BOB GALLI'S AUTO REPAIR

COLLECTIVE BARGAINING AGREEMENT

May 1, 2013, through April 30, 2018

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

C. The Employer shall provide for full maintenance of payment of the benefit plans for all employees for the term of the Agreement.

SECTION 8 - Accident & Sickness Plan

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.

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:

A. **Plan Type:** Plan B

B. **Benefits:** The disability benefits available to eligible employees as determined by the rules of the Welfare Fund.

By signing the Health & Welfare Agreement (Disability Plan), 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.

In the case of any inconsistency between the terms of the Health & Welfare Agreement (Disability Plan) and this Collective Bargaining Agreement, the terms of the Health & Welfare Agreement (Disability Plan) shall prevail.

SECTION 9 - Pension

The employer agrees to promptly execute a Pension Agreement in the standard format used by the Automotive Industries Pension Fund ("Pension Fund") providing for, among other things, the following:

A. **Eligibility:** Employee's eligibility for benefits will be determined under the rules of the Pension Fund and the Pension Agreement signed by the Employer.

B. **Contributions:** Employer contributions will be payable on the employees as provided in the Pension Agreement at the **monthly contribution rate of \$100.00**, per eligible employee, for the term of the agreement. **SEE LETTER OF UNDERSTANDING FOR PENSION REHABILITATION PROGRAM.**

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

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

If the Trustees of the above Pension Trust Fund find that an Employer has failed to make monthly contributions as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action upon the failure of the Employer to make the monthly contributions as provided above.

SECTION 10 - Adjustment of Grievances

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

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

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

Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. A majority decision of the Board of Adjustment shall be final and binding upon all parties. In the event a majority of the appointees do not agree upon a settlement of the dispute or grievance within five (5) calendar days after their meeting, either party may request final and binding arbitration.

Such request must be made in writing within ten (10) working days of the Board of Adjustment decision. If the parties are unable to select an arbitrator within ten (10) working days, an arbitrator shall be selected from a list of seven names obtained from the State Mediation and Conciliation Service. The parties shall alternately strike names until one of the seven names remains. The parties agree that the arbitrator's decision shall be final and binding.

Should the non-grieving party fail to timely participate in any of the steps of the grievance procedure, the grieving party may then move the grievance to the next higher level, including arbitration.

The Board of Adjustment and/or the arbitrator shall have no authority to ignore or alter the language of this Agreement. The decision of the arbitrator shall be final and binding upon all parties. Any award of back pay shall be reduced by the interim earnings of the grievant(s). The costs of the arbitrator and reporter's fees shall be borne equally by the parties.

UTOMOTIVE INDUSTRIES PENSION FUND •
1640 SOUTH LOOP ROAD • ALAMEDA, CA 94502 • Phone (510) 836-2484

Firm Name Bob Galli's Auto Repair, Inc.
Address 109 - 17th Avenue
City San Mateo State CA Zip Code 94402 Telephone No. (650-349-1300)

Monthly Contribution Rate In Collective Bargaining Agreement

\$ <u>100.00</u>	Effective: <u>March 1</u>	<u>20 08</u>
\$ <u>----</u>	Effective: <u>---</u>	<u>20 --</u>
\$ <u>----</u>	Effective: <u>----</u>	<u>20 --</u>

RECEIVED

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PENSION AGREEMENT

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.

OVER

BOB MOTTER BODY SHOP

BOB MOTTER BODY SHOP, INC.

THIS AGREEMENT is made and entered into on this First day of July, 2014 by and between **BOB MOTTER BODY SHOP, INC.** (whether corporation, partnership or individual), first party, hereinafter called the Employer and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, and the Local Unions affiliated with the Council, second party, and the parties do hereby mutually agree as follows:

ARTICLE I. DEFINITION

The term, Employer, shall refer to the Employer signatory to this Agreement. The term, Union, shall refer to the Machinists Automotive Trades District Lodge #190 of Northern California, the East Bay Automotive Council and all its affiliated Unions.

This Agreement shall apply to all of the area within the jurisdiction of the Machinists Automotive Trades District Lodge No. 190 of Northern California.

ARTICLE II. RECOGNITION AND BARGAINING AGENT

The Employer recognizes the Union as the exclusive bargaining agent and this Agreement shall cover all employees of the Employer who are performing work described as the work jurisdiction of the Union irrespective of where the work is being performed.

The Employer agrees that any and all persons who are not members of the Union, or persons who are not hired in accordance with the provisions of this Agreement, shall be prohibited from performing any kind of work being performed, previously performed, or capable of being performed by employees who are members of the Union or persons eligible to membership in the Union. The Employer specifically understands and agrees that proprietors and/or owners whether operating under partnerships, corporate arrangements and/or operating a business as a self-employed person shall be required to become and remain members in good standing in the Union if performing any work whatsoever which is included in the work jurisdiction descriptions contained herein if requested to do so by the Union.

Any arrangement, such as sub-let, sub-lease or rental which in any manner jeopardizes the employee employer relationship is expressly prohibited.

It shall be a direct violation of this Agreement for the Employer to sub-contract at any time, under any circumstances, work of any type which members of the Union or persons eligible for membership in the Union, signator to this Agreement are capable of performing or for the Employer to enter into any arrangement which tends to defeat the purpose of this agreement. Work, which is ordinarily sub-let as a matter of practice within the Automotive Industry, may continue to be "farmed-out" upon agreement between the parties.

(c) It is further agreed that there shall be no cessation of work or lockout during the consideration of any matter by the Board of Adjustment or the Arbitrator that any expense incurred shall be shared equally by the two parties to this agreement and the finding of such Arbitrator shall be final and binding upon the parties signatories to this agreement.

4. The time limits provided herein may be extended by mutual agreement of the Union and the Employer.

5. Time for Presenting Grievances: All claims or grievances of any kind must be presented in writing to the other party within five (5) days after the happening or first knowledge of the event from which claims or grievances arose or be deemed waived. Money claims by employees shall not be subject to the five (5) day limitation. Any substantiated wage claims which result from collaboration of the Employer and employee shall not be subject to the time limitations.

ARTICLE XV. HEALTH AND WELFARE

The Employer hereby stipulates and agrees to pay into the Automotive Industries Welfare Fund monthly payments for each employee. It is understood and agreed that the Employer shall, upon notification by the Board of Trustees or the Union, make necessary adjustments in the premium rates or coverage as determined by the Board of Trustees or the Union. The Employer agrees to sign the necessary subscribers agreement(s) which are incorporated in this agreement by reference thereto and further agrees to from time to time sign all or any additional subscribers agreement(s); or other papers necessary to carry out the term of this Article.

Effective January 1, 2015, the Employer will switch to Automotive Industries Plan K-20 with the "Opt-Out" feature and will pay all necessary premiums.

Effective January 1, 2015, the Employer will cease contributions to the Retiree Health and Welfare.

ARTICLE XVI. PENSION FUND

The monthly pension contribution to Automotive Industries Pension Trust Fund for each eligible employee shall be as follows:

<u>Effective</u>		<u>Amount</u>
July 1, 2014	-	\$315.00

ARTICLE XVII 401(K) PLAN

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

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 BOB MOTTER BODY SHOP, INC.
Address 6426 Shattuck Avenue
City Oakland State CA Zip Code 94609 Telephone No. (510) 653-7393

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>315.00</u>	Effective: <u>JULY 1</u> <u>20</u> <u>14</u>
IARP Plan	\$ <u> </u>	Effective: <u> </u> <u>20</u> <u> </u>

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

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

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

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

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

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

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the

termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

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

E. Liability for Nonpayment. Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. For this purpose, contributions due include any supplemental contributions due under paragraph G, below. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys' fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.

F. Plan Documents.

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

G. Rehabilitation Plan. The Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan (AIPP), effective 3/28/2008, pertaining to collective bargaining agreements renewed after 4/27/2008 in its entirety, including the payment of required supplemental contributions.

For Example: Suppose an employer's contribution rate to the AIPP is \$100 per month for the life of a collective bargaining agreement expiring after 2014. The employer is obligated to pay effective 1/1/2013 supplemental contributions equal to 5%. Each year, the rate would increase 5% over the total effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the total contribution rates to the AIPP would be as follows:

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

H. Hold Harmless. Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of December, 2014.

Employer: BOB MOTTER BODY SHOP, INC. Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) MICHAEL DAPPER (Print Name) DON CROSATTO
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

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

CAIETTI'S TRUCK REPAIR

2/1/14 - 1/31/15

WORKING AGREEMENT
Covering Rates of Pay, Hours and Working
Conditions of the Employees of

CAIETTI'S TRUCK REPAIR

and

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA for and on behalf of
MACHINISTS AND MECHANICS LODGE NO. 2182 and
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

AGREEMENT

Agreement by and between **CAIETTI'S TRUCK REPAIR**, hereinafter referred to as the "Employer" and **MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190** for and on behalf of **MACHINISTS AND MECHANICS LODGE NO. 2182** and **INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**, hereinafter referred to as the "Union".

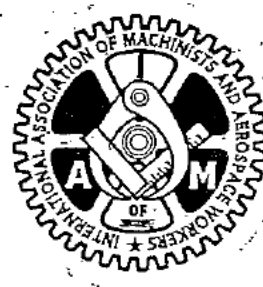
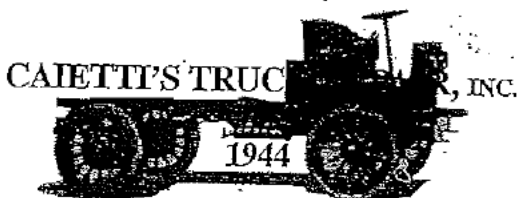
WITNESSETH:

SECTION 1:

A. The Employer recognizes the Union as the sole bargaining agency for all its employees working in classifications set forth in Section 5 of this Agreement.

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.

C. 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.



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AUG 17 2016
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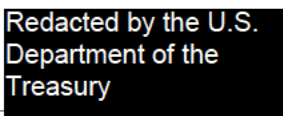
CONTRACT EXTENSION
Between
MACHINISTS & MECHANICS LODGE NO. 2182
And
CAIETTI'S TRUCK REPAIR

The parties have agreed to extend the current collective bargaining agreement (2/1/14-1/31/15), which was previously extended through January 31, 2016, for one (1) additional year. All language, conditions, and subscriber agreements will carry forward until January 31, 2017 at which time this extension will expire.

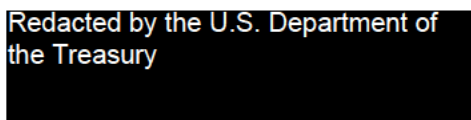
Effective January 1, 2016, wage rates outlined in Section 5 and listed under 2/1/14 will be increased by One Dollar (\$1.00).

ACCEPTED AND AGREED:

For The Company:

By  _____
Peter Caietti, III

For The Union:

By  _____
H. Skip Hatch

Dated: 2-10-16

Dated: 1-29-16

PRESCRIPTION DRUG BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Prescription Drug coverage for eligible employees and dependents under said Plan.

VISION CARE BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Vision Care coverage for eligible employees and dependents under said Plan.

ACCIDENT AND DISABILITY PLAN BENEFITS: For the period of this Agreement, the Employer shall pay into Automotive Industries Welfare Fund the then applicable premium necessary to obtain Accident and Disability coverage under Disability Plan "B" for eligible employees under said Plan.

Effective February 1, 2013, the Employer shall pay Eighty Percent (80%) of the health and welfare plan. Employees shall pay Twenty Percent (20%) of the health and welfare plan via payroll deduction.

The Employer shall provide a plan to the employees under Section 125 of the Internal Revenue Code for the purpose of deducting the employees' share of the health and welfare contributions from gross wages.

Monthly deduction amounts shall be evenly divided and deducted from weekly paychecks.

SECTION 9: PENSION PLAN
(DOES NOT APPLY TO PART-TIME EMPLOYEES)

The parties agree that upon notification from the Union, each year the employees may elect to divert any portion of wage and/or wage increases outlined in Section 5 for the purpose of increasing pension contributions and/or improving or adding benefits to the health and welfare package.

Effective February 1, 2013, the Employer will make contributions to the Automotive Industries Pension Fund on behalf of eligible employees in the amount of Two Hundred Dollars (\$200.00) per month per employee through the term of this Agreement. The Employer agrees to sign the necessary subscriber agreement(s) which are incorporated in this Agreement by reference thereto and further agrees from time to time to sign all or any additional subscriber agreement(s) or other papers necessary to carry out the terms of this Section.

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

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 contributions is being made.

SECTION 10: TOOL INSURANCE

The Employer will provide insurance on replacement value of employee's tools against loss by fire or burglary where there is evidence of forced entry into 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. Inventory forms shall be completed annually and shall be up-dated as new equipment is acquired.

SECTION 11: OCCUPATIONAL SAFETY HEALTH ACT (OSHA)

The Employer, the Union, and the employees covered by this Agreement agree that Occupational Safety Health Act regulations under the law must be complied with, and that failure to so comply on the part of an employee may be grounds for termination.

SECTION 12: GRIEVANCE PROCEDURES

Both parties agreed that in the event of a dispute concerning the meaning and/or interpretation of this Agreement, a Board of Adjustment shall be appointed consisting of two (2) members appointed by the Employer and two (2) members appointed by the Union. Appointees shall not be the Employer who is party to the grievance and the Union appointees shall not be Business Representatives or Officers of 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.

If within six (6) days, this Board cannot agree on the question referred to it, the parties shall choose an Arbitrator who shall have no connection with either party. A majority decision by the Board of Adjustment or the Arbitrator shall be final and binding upon all parties concerned. Any expense incurred through choosing an Arbitrator will be divided equally between the parties signatory hereto.

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 CAIETTI'S TRUCK REPAIR
Address 404 Harbor Blvd.
City West Sacramento State CA Zip Code 95691 Telephone No. (916) 371-3623

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>200.00</u>	Effective: <u>2/1/</u> <u>20</u> <u>14</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 9th day of May, 2014.

Employer: CAIETTI'S TRUCK REPAIR Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) Peter Caietti III (Print Name) H. Skip Hatch
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

CAL BODY STEEL FORMING



AGREEMENT

BY AND BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE #190**

And

LOCAL LODGE #1414

AND

CAL BODY STEEL FORMING

**Effective: October 1, 2014
Through: September 30, 2019**

SECTION 10.2 – RETIREE HEALTH AND WELFARE

It is also understood that the Employer is to pay on September 1, 2014, a monthly premium of Twenty-eight Dollars (\$28.00) per month per eligible employee for the purpose of providing Retiree Health and Welfare benefits.

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

IMPORTANT NOTE: Retiree Plan welfare benefits are not pre-funded or vested. Retiree coverage shall be limited to funds available for retiree benefits as determined by the Trustees. If contributions under the Collective Bargaining Agreements become inadequate to maintain retiree benefits, the Trustees have the right to reduce benefits, and/or increase self-payment charges, and even terminate retiree coverage.

SECTION 11 – PENSION PLAN

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

Automotive Industries Pension Rehabilitation Plan: Automotive Industries 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 per month per employee, as required by the Trust Fund. The **pension rate as of January 1, 2014 is \$369.34**. 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.

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

SECTION 12 – FUNERAL LEAVE

In the event of a death in the immediate family of an employee, he shall, upon request, be granted such time off with pay as is necessary to make arrangements for the funeral and attend same, not to exceed three (3) regularly scheduled working days. This provision does not apply if the death occurs during the employee's paid vacation, or while the employee is on leave of absence, layoff, or sick leave.

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 Cal Body Steel Forming

Address 105 West Channel Road

City Benicia State CA Zip Code 94510 Telephone No. (707) 747-7700

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>369.34</u>	Effective: <u>October 1</u> <u>20</u> <u>14</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 1st day of October, 20 14.

Employer: Cal Body Steel Forming Union: IAM & AW, Local 1414

Authorized by (Print Name) MATT ROSEMONO (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.

CALAVERAS MATERIAL, INC.

AGREEMENT

BETWEEN

CALAVERAS MATERIALS INC.

AND

MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190

FOR AND ON BEHALF OF

MACHINISTS AND MECHANICS LODGE NO. 2182

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
AFL-CIO

July 1, 2015 through June 30, 2018

Effective September 1, 2012, the Employer and Employee shall split the total monthly plan premium as follows:

- 85% of the total monthly premium to be paid by the Employer for the term of this Agreement.
- 15% of the total monthly premium to be paid by the employee for the term of this Agreement.

22.02 Payment Due Date

Said payment per month shall be forwarded by the Employer on the first day of the month to the Automotive Industries Welfare Fund, to the address on the current months invoice, on all employees employed by the Employer on the first day of the month or any time during the month prior thereto.

22.03 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.

22.04 For disabled employees, monthly payments will be due for the three (3) months in addition to the termination payment.

22.04 Leave of Absence

In the event leave of absence is granted by the Employer, monthly payments may be continued on such employee during such time as the employee is on leave of absence, but not to exceed three (3) calendar months at the employee's expense.

SECTION 23: PENSION PROGRAM

23.01 Employer Contributions

During the term of this Agreement, the Employer shall make contributions to the Automotive Industries Pension Trust Fund as provided herein for the purpose of providing pension benefits for the employees covered by this Agreement as follows:

- Effective July 1, 2012, the Employer contribution shall be \$505.51 per month per employee.

Qualification requirements determining the Employer's obligations to pay the contributions provided for above shall remain the same as in previous labor agreements and/or Trust Agreements in the respective areas.

23.02 Eligibility and Benefits

The nature and amount of benefits and all other questions of eligibility for benefits under the Pension Program shall be determined by the Trustees of the Automotive Industries Pension Trust Fund; provided, however, that the amounts of the monthly contributions required from the Employer shall not exceed the amounts set forth in Section 23.01 above.

23.03 Acceptance of Trusts

By the execution of this Agreement, the parties accept the provisions of the Automotive Industries Pension Trust Fund as they may be revised from time to time and ratify all actions heretofore taken or to be taken hereafter by the Trustees thereof, acting within the scope of their authority thereunder, subject to the restrictions set forth in this Agreement.

23.04 Rehabilitation Plan

The parties recognize that there is a possibility that the Employer may be required to remit additional contributions to the Automotive Industries Pension Trust Fund on behalf of its employees as a result of a Rehabilitation Plan as required by the Pension Protection Act (PPA). In the event that the Employer is required to increase its contributions to the Automotive Industries Pension Trust Fund above the monthly contribution outlined in the collective bargaining agreement because of a Rehabilitation Plan, the parties agree that any such additional contributions required which exceed \$750.00 per month shall be derived from a reduction in the regular hourly wage rates outlined in Schedule "A" of this Agreement.

This language only applies if the Employer is obligated to remit additional contributions which exceed the contribution outlined in the Agreement and a reduction in wage rates outlined in Schedule "A" may be allowed if additional required contributions exceed \$750.00 as a result of a Rehabilitation Plan adopted by the Automotive Industries Pension Trust Fund and does not apply to other obligations the Employer may have to the Automotive Industries Pension Trust Fund.

SECTION 24: CALIFORNIA MACHINISTS 401-K

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

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 CALAVERAS MATERIALS, INC.

Address P.O. Box 639069

City San Diego State CA. Zip Code 92163 Telephone No. (619) 715-5683

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ 505.51	Effective: July 1, 2015
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 10th day of September, 2015.

Employer: CALAVERAS MATERIALS, INC. Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) Mark Epstein (Print Name) H. Skip Hatch
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

CALIFORNIA TANK LINES

**CALIFORNIA TANK LINES, INC.
TRUCKING MAINTENANCE AGREEMENT**

April 1, 2014 to March 31, 2017

Between

CALIFORNIA TANK LINES

And

**MACHINISTS AUTOMOTIVE TRADES
DISTRICT LODGE NO.190**

For And On Behalf Of

**MACHINISTS AND MECHANICS LODGE NO. 2182
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

SECTION 2: PAYMENTS DURING PERIOD OF ABSENCE

If an employee is injured on the job, the Employer shall continue to pay the applicable health and welfare of contributions until such employee returns to work, not to exceed a total of twelve (12) months lost time for the same injury which months need not be consecutive.

SECTION 3: PENSION PLAN

The Employer will make contributions to the Automotive Industries Pension Fund on behalf of and for the benefit of each eligible employee in the following monthly amounts, or amounts required by the Pension Protection Act (PPA) and/or the Automotive Industries Pension Trust Fund subscriber's agreement:

	<u>*Class A</u>	<u>**Class B</u>
Effective April 1, 2014	\$161.25	\$273.75

* Class A employees are all washrack facility operators and tank washers.

** Class B employees are all mechanics, apprentice mechanics and utility mechanics.

Pension contributions on new employees shall be effective as of the first of the month following employment and shall continue from month to month thereafter. No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days. (Probation periods outlined in Section 2 and 4 do not apply.)
EXAMPLE: For an employee hired any time in January, the above-referenced contributions will be due in February.

Pension payments shall be forwarded to Automotive Industries Trust Funds, P.O. Box 23120, Oakland, California, 94623-0120, or current address, as set forth in the document identified as Automotive Industries Pension Trust Subscriber Agreement, which is attached hereto and made a part of this Agreement.

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

Effective April 1, 2015 and April 1, 2016, there shall be an opener each year to determine cost share, if any, for additional pension contributions required under "G" of the subscriber's agreement.

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www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name CALIFORNIA TANK LINES, INC. (Class "B" Employees)

Address P.O. Box 6245 / 3105 S. El Dorado St.

City Stockton State CA Zip Code 95206 Telephone No. (209) 466-3554

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 273.75 Effective: April 1, 20 14

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

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H. Hold Harmless. Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of shareholders/employees is legally permissible under the Taft-Hartley Act. The Employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all shareholders/employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

I. Successors. If the Employer's collective bargaining agreement or federal labor law obligations are binding on the Employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 3rd day of June, 2014.

Employer: CALIFORNIA TANK LINES, INC. Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) Greg Teter

(Print Name) Hq Skip Hatch

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

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

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

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www.aitrustfunds.org May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name CALIFORNIA TANK LINES, INC. (Class "A" Employees)
Address P.O. Box 6245 / 3105 S. El Dorado St.
City Stockton State CA Zip Code 95206 Telephone No. (209) 466-3554

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>161.25</u>	Effective: <u>April 1,</u> <u>2014</u>
IARP Plan	\$ <u> </u>	Effective: <u> </u> <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

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

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Employer: CALIFORNIA TANK LINES, INC. Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) Greg Teter

(Print Name) H. Skip Hatch

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

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