

CALIFORNIA WASTE SOLUTIONS

CALIFORNIA WASTE SOLUTIONS

and

**MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA**

International Association Of Machinists And Aerospace Workers

EAST BAY AUTOMOTIVE MACHINISTS LOCAL 1546

JANUARY 1, 2013 – JUNE 30, 2018

23.3 If any regular employee under this agreement is granted a leave of absence without pay in excess of thirty (30) days, his name may be deemed to have been removed from the payroll of the Employer, and the Employer for the purposes of this insurance shall not be obligated to make payments on behalf of such employee into the Trust Fund during the period of such leave. The insurance may be continued for a maximum period of three (3) months provided the necessary premium for such insurance is paid by the employee.

SECTION 24. RETIREE MEDICAL

In addition to the payments for health and welfare benefits described in Section 23, above, the Employer agrees to contribute for each eligible employee a maximum of ninety-nine dollars (\$99) per month effective March 1, 2013, one hundred and nine dollars (\$109) effective July 1, 2013, one hundred and nineteen dollars (\$119) effective July 1, 2014, one hundred and twenty-nine dollars (\$129) effective July 1, 2015, one hundred and thirty-nine dollars (\$139) effective July 1, 2016, and one hundred and forty-nine dollars (\$149) effective July 1, 2017 to the Machinists Retiree Investment Trust, for the purpose of providing retiree health and welfare benefits. The Employer agrees to be bound by the terms of the Trust Agreement of the Machinists Retiree Investment Trust and to sign the standard subscriber agreement, if any, required by that Trust for an Employer to participate. Subject to the terms of this Section 24, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

SECTION 25. PENSION TRUST FUND

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

Effective January 1, 2014 the Employer agrees to pay to the Pension Trust fund the sum of Six Hundred Dollars (\$600.00) per month per employee. Effective January 1, 2015 the Employer agrees to pay to the Pension Trust fund the sum of Six Hundred and Fifty Dollars (\$650.00) per month per employee. Effective July 1, 2015, and for the life of this Agreement, the Employer agrees to pay to the Pension Trust Fund the maximum sum of Nine Hundred Fifty Dollars and Eighty-Seven Cents (\$950.87) per month per employee subject to the increases set forth below in 25.4 which shall constitute the Maximum Pension Contribution under this Agreement.

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

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

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

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

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

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

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

25.5 Should the Employer make any Excess Pension Related Payments, as defined below, the Employer shall recover, by means of an offset, the amount of any and all such Excess Pension Related Payments by electing, at the Employer's sole discretion, any, all, or any combination of the following: (a) unilaterally reducing any future increases in wage rate(s) set forth in Section 20, and (b) unilaterally reducing then current wage rates set forth in Section 20. The aggregate value of any such reduction(s) will be equal to the value of the Excess Pension Related Payments, as determined by the Employer, and such offsetting may continue until such time as the Employer has recovered all such amounts.

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

SECTION 26. CALIFORNIA MACHINISTS 401(k) PLAN

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

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

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 CALIFORNIA WASTE SOLUTIONS
Address 1820 – 10th Street
City Oakland State CA Zip Code 94607 Telephone No. (510) 832-8111

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 528.66; \$600; \$650; \$700 Effective: 1/1/13; 1/1/14; 1/1/15; 7/1/15

IARP Plan \$ 250.87 Effective: 7/1/15 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 5 day of November, 2014.

MACHINISTS AUTOMOTIVE TRADES DISTRICT

Employer: CALIFORNIA WASTE SOLUTIONS Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) Kristina Durney (Print Name) ROBERT PINTOS

(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.)

CEMEX LOCAL 1414



CEMEX

COLLECTIVE BARGAINING AGREEMENT

April 26, 2008 – April 30, 2012

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

RECEIVED

4/26/08

SECTION 28 – DISABILITY PLAN

28.1 The employer agrees to promptly execute a Health and Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund") providing for the following:

28.2 The disability benefits available to eligible employees as determined by the rules of the Welfare Fund.

28.3 Employer contributions will be payable at the rates and on the employees as provided in the Health and Welfare Agreement (Disability Benefits) signed by the Employer.

28.4 By signing the Health and Welfare Agreement (Disability Benefits), 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.

28.5 It is agreed and understood, effective June 1, 1999, and through the term of this Agreement, the Employer shall abide by the rates established by Automotive Industries to maintain the prescribed level of benefits.

SECTION 29 – PENSION PLAN

29.1 By reference, there is attached hereto and made a part hereof as a condition of this Agreement, a pension plan, covering members of the Union coming under the scope of this Agreement and amendments hereto identified as Pension Agreement.

29.2 The Employer signatory to this Agreement will, effective April 26, 2008, contribute \$702.50 to the Automotive Industries Pension Trust Fund to the credit of each employee covered by this Agreement. The monthly premium shall apply to all employees whether they have worked a full month or less than a full month.

29.3 The Union may elect, at its option, to allocate Pension increases in May 1, 2009, May 1, 2010, and May 1, 2011, in accordance with Section 8.11 of the Agreement.

SECTION 30 – ADJUSTMENT OF GRIEVANCES

30.1 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:

30.2 All grievances which cannot be settled directly by the shop steward of the Union with the Employer shall be referred to the Business Representative of the Union and the Employer or his designated representative.

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

Firm Name Cemex

Address 2638 Nathan Avenue

City Modesto State CA Zip Code 95354 Telephone No. (209-529-4115)

Monthly Contribution Rate in Collective Bargaining Agreement

\$ 702.50	Effective:	<u>April 26</u>	<u>20 08</u>
\$ see CBA Sect. 11	Effective:	<u>20</u>	<u>20</u>
\$ 29.3	Effective:	<u>20</u>	<u>20</u>

RECEIVED
JUN 18 2008
ATPA

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

CEMEX LOCAL 1546

Acct #04-13421600-02

RECEIVED

FEB 22 2013

ATPA

CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC

Effective: May 1, 2012
Through: April 30, 2016

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ADDENDUM RE: SUBSTANCE ABUSE PROGRAM.....

The Employer agrees to pay on behalf of each eligible employee covered by this Agreement, the following monthly premium to the Automotive Industries Welfare Fund:

Effective May 1, 2012 - \$1262.50

Increases to the monthly premium continue to be allocated from the financial package provided in Section 10.

In order to be eligible for coverage, an employee must have worked a minimum of eighty (80) hours (including vacations and holidays but excluding sick leave, funeral leave and jury duty) during the month immediately preceding the month of coverage.

Employees who fail to work the required eighty (80) hours may maintain their coverage by making self- payments. For laid off employees, the Employer agrees to pay up to one (1) additional months premium in any twelve (12) month period.

At its option, the Union's Bargaining Committee may allocate any or all of its September 1, 2012, May 1, 2013, May 1, 2014 or May 1, 2015 allocations to the Health and Welfare Plan.

In the event either party identifies a lower cost alternative plan that provides like benefits, the parties agree to meet and review such plan.

Employee Continuance of Benefits: The employee may make suitable arrangements for continuation of health and welfare payments provided such payments are in accordance with the terms of the above-named trust. Such continuation of payments shall be appropriate when the employee is on layoff, off for injury or illness, and is no longer eligible for coverage or when an employee is on a leave of absence approved by both the Employer and the Union.

SECTION 24. PENSION TRUST FUND

By reference there is attached hereto and made a part hereof as a condition of this Agreement, a pension plan, covering members of the Unions coming under the scope of this Agreement and amendments hereto identified as Pension Agreement, EXHIBIT A.

The Employer signatory to this Agreement will, effective May 1, 2012, contribute \$702.50 to the Automotive Industries Pension Trust Fund to the credit of each employee covered by this Agreement. The monthly premium shall apply to all employees whether they have worked a full month or less than a full month.

The Union may elect, at its option, to allocate Pension increases in September 1, 2012, May 1, 2013, May 1, 2014 and May 1, 2015 in accordance with Section 16 of the Agreement.

The Employer shall transmit said pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 15th day of said month.

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

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 CEMEX BUILDING MATERIALS

Address 5180 Golden Foothill Parkway, Ste. 200

City El Dorado Hills State CA Zip Code 95762 Telephone No. (916) 941-2800

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>700.00</u>	Effective: <u>MAY 1</u> <u>20 12</u>
IARP Plan	\$ <u>2.50</u>	Effective: <u>MAY 1</u> <u>20 12</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 11th day of February, 2012.

Employer: CEMEX BUILDING MATERIALS Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA
FOR: LOCALS 1546, 1173 & 1414
Authorized by (Print Name) TIM ROBERTSON (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.)

CEMEX LOCAL 1546
ACCT NO 04-13421700-02

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of JULY, 2015, by and between CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC, hereinafter called the "Employer," and OPERATING ENGINEERS LOCAL UNION NO. 3, INTERNATIONAL BROTHERHOOD OF TEAMSTERS, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, and NORTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS (affiliated with LABORERS' INTERNATIONAL UNION OF NORTH AMERICA), affiliated with the Building Trades Department of the American Federation of Labor, the parties of the second part, hereinafter called the "Union."

WITNESSETH

WHEREAS: An Agreement was made and entered into between the aforesaid parties on the 16th day of July, 1937, which provided for employment by the Employers of members of the Union and set up conditions of employment and wage scales to be paid, and

WHEREAS: Said Agreement has continued in effect since that date, and has from time to time been supplemented, and

WHEREAS: The parties desire at this time to modify and revise said Agreement and to change certain portions thereof without in any way affecting the collective bargaining unit established between the parties on the date above mentioned,

NOW THEREFORE: In consideration of the foregoing promises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

a. That the parties hereto hereby acknowledge the truth of the statements hereinabove recited. subdivision thereof, as determined from time to time, by Operating Engineers Local Union No. 3 by classification); provided that in regard to an Employee not a member of said local Union the initial obligation of said condition shall arise on the thirty-first day of such employment or the thirty-first (31st) day following the execution date of this Agreement, whichever shall be the later. For the purposes of this Section, "membership in good standing" shall mean the tender of the periodic dues and initiation fees normally required by said local Union as a condition of acquiring or retaining membership. Upon written notice to the Employer from a local Union of failure on the part of an Employee to comply with the foregoing condition of employment, said Employer shall immediately discharge said Employee within forty-eight (48) hours after receipt of such written notice.

b. This Agreement shall be effective insofar as the schedule of wages, fringe benefits and working conditions herein contained as of July 16, 2015, and the party of the first part agrees to pay to its Employees the difference between the wages actually paid them and the wages due them under the schedule herein set forth.

RECOGNITION

01.01.01 *Employer.* The term "Employer" as used herein shall mean CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC.

01.01.02 *Employer Recognition* That the party of the first part represents that it is duly authorized to bargain collectively with reference to wages and working conditions in those plants located in Northern California, which term means that portion of the State of California above the Northerly boundary of Kern County, the northerly boundary of San Luis Obispo County and the Westerly boundaries of Inyo and Mono Counties. It will be understood by the Employer and the Union that this Agreement pertains only to the present CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC. plants located at: 13475 North Friant Road, Friant, CA 93626; 24325 Lomitas Drive, Lemon Cove, CA 93244; 30350 South Tracy Blvd., Tracy, CA 95376-8121; 515 Mitchell Canyon Road, Clayton, CA 94517-1529; 3 Mi. So. Of Salinas River on Lapis Road, Marina, CA 93933; 1544 Stanley Blvd., Pleasanton, CA 94566-6308.

- 11.06.02** voluntary quit;
- 11.06.03** withdrawal from the Union;
- 11.06.04** suspended subject to Section 02.00.00 (Union Security);
- 11.06.05** layoff of twelve (12) continuous months except that Employees with less than six (6) months of service shall lose recall rights after a layoff of six (6) continuous months;
- 11.07.00** Employee who applies for and receives Union Pension payments.
- 11.08.00** Failure to report after being recalled from layoff within three (3) days of receipt of notification at the Employee's last known address, provided that inability to report because of bona fide accident or illness shall not result in loss of seniority rights.
- 11.09.00** If the Employer is unable to contact the laid-off Employee or if a laid-off Employee refuses to report or fails to respond to the recall, the Employer shall send written notification to the Employee with a copy to the local Union.

12.00.00 HEALTH AND WELFARE

12.01.00 *Welfare Payments.* The Employer and the Union have established trust funds for the purpose of providing for the benefit of Employees' and dependents' welfare payments for any or all of the following: life, accident, disability and sickness insurance and medical and hospital expenses. Said trust funds shall be administered by a Board of Trustees on which Employer(s) and Employees are equally represented.

12.02.00 The Employer subject to this Agreement shall continue to pay into said trust funds as provided in attached supplement for each Signatory Craft.

12.03.00 Eligibility for benefits under said trust funds shall be as determined by the trust agreements and any amendment or amendments thereto.

12.04.00 The liability of the Employer for the monthly payments herein provided shall be limited to payments on behalf of his own Employees. It is understood that any Employer who is required to make the contribution per hour for each hour worked (as defined in the Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers Supplements) to the trust fund as provided for above for any Employee for a given month shall not be required to make any other contribution for health and welfare benefits for said Employee to any other trust fund or otherwise for said month. The Employer shall not be liable for any of the monthly payments provided for herein.

13.00.00 PENSION PAYMENTS

13.01.00 Separate Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers Supplements Attached Hereto Specify Pension Contributions. Contributions for pensions shall be made for all hours worked (as defined in the Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers Supplements) under this Agreement to the pension funds of the respective Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers commencing on the dates, at the rates and in accordance with the detailed statement set forth in the attached wage schedules.

13.02.00 The Employer shall make contributions and submit reports at the times and places and in accordance with the requirements of the respective trusts. The Employer shall not be liable to contribute to any pension trust fund, nor to maintain any pension or retirement program other than those provided for hereunder. Further, the Employer shall be required to contribute to only one trust for any one hour worked by any Employee.

13.03.00 The Employer recognize the Trustees of the respective trusts as their agents and representatives on the respective Boards of Trustees for the purpose of creating, maintaining and administering the pensions provided for herein.

14.00.00 GRIEVANCE PROCEDURE

14.01.00 In the event a dispute arises that cannot be settled between the parties to the dispute, a board of adjustment shall be created for the settlement of such disputes. It shall be composed of two (2) representatives selected by the union and/or unions involved and two (2) representatives selected by the Employer and the standing arbitrator. The standing arbitrator shall be Robert Hirsch and in the event of his unavailability the following list of arbitrator will be solicited to replace him in the following order; Matthew Goldberg, Ronald Hoh or Alexander Cohn. Said board shall organize at once and elect a chairman and secretary and shall adopt rules of procedure which shall bind the contracting parties. Said board shall have power to adjust any differences that may arise regarding the meaning or enforcement of this agreement. Within twenty (20) working days of the time any dispute is referred to it by either party, said board shall meet to consider such dispute and render a decision. Any decision shall be based solely upon the interpretation of the meaning or application of the express written terms of this agreement to the facts of the grievance as presented. In interpreting the express written terms of this agreement, the parties may utilize past arbitration awards between the parties, bargaining history, prior grievances and their resolutions, and past practices. Said decision shall be final and binding on both parties. Pending such decision, work shall be continued in accordance with the express written provisions of this agreement. The expense of employing said arbitrator shall be borne equally by both parties. Any extension of the twenty (20) day time limit provided in this section shall be by written mutual agreement between the Employer and Union.

14.02.00 It is understood that the Individual Union shall have the right to process its own grievances through final arbitration or may elect to use representatives of other signatory unions on the board of adjustment; provided, however, that copies of such grievances will be supplied to the chairman and secretary of the union negotiating committee and the Employer.

14.03.00 When a grievance involves rates of pay, hours worked, or job classifications, the Employer shall make available for inspection by the representative of the Union involved, at a convenient time and place, such time cards or other payroll records relating to the matter at issue in the grievance, and showing as to the particular Employee or Employees involved such rates of pay, classifications or hours worked as may be at issue in such grievances.

14.04.00 No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized unless called to the attention of the Employer and the Union in writing within fifteen (15) working days after the alleged violation was committed (ten [10] working days in the event of discharge).

14.05.00 Subject to the provisions of Section 14.06.00 below, there shall be no strikes, including unfair labor practice strikes, sympathy strikes, slowdowns, stoppage of work or picketing by the Union or Employees and there will be no lockouts by the Employer during the term of this Agreement. The Employer hereby declares its opposition to lockouts and the Union hereby declares its opposition to strikes, sympathetic or otherwise and stoppage of work.

14.06.00 It will not be considered a violation of this Agreement and an Employee will not be permanently replaced for refusing to pass through a lawful primary picket line established at any Employer property by a union, which picket line has been sanctioned or authorized by the Central Labor Council and/or the Building Trades Council and/or either the Teamsters Joint Council 7 or the Northern California Automotive Machinists Council having jurisdiction over the area in which the work is located after fifteen (15) full working days of both withholding services and primary picketing at the Employer facility. In addition, it will not be considered a violation of this Agreement and an Employee will not be permanently replaced for honoring a lawful primary picket line sanctioned by the Central Labor Council and/or the Building Trades Council and/or either the Teamsters Joint

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.altrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name CEMEX CONSTRUCTION MATERIALS PACIFIC, LLC (R, S&G)

Address 5180 Golden Foothill Parkway, Ste. 200

City El Dorado Hills State CA Zip Code 95762 Telephone No. (916) 941-2800

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 700.00 Effective: JULY 16 20 15

IARP Plan \$ 196.74 Effective: JULY 16 20 15

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.