

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

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

F. Plan Documents.

(1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.

(2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.

(3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

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

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

(1) Effective 1/1/2013, an amount of \$105.00

(2) Effective 1/1/2014, an amount of \$110.25

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 16th day of December, 2015.

Employer: <u>CEMEX CONSTRUCTION MATERIALS</u>	<u>MACHINISTS AUTOMOTIVE TRADES DISTRICT</u>
<u>PACIFIC, LLC (R, S&G)</u>	Union: <u>LODGE NO. 190 OF NORTHERN CALIFORNIA</u>
	<u>LOCAL 1546</u>
Authorized by (Print Name) <u>TIM ROBERTSON</u>	(Print Name) <u>DON CROSATTO</u>
(Signature) <u>Redacted by the U.S. Department of the Treasury</u>	(Signature) <u>Redacted by the U.S. Department of the Treasury</u>

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust

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

CENTRAL CONCRETE SUPPLY CO

CENTRAL CONCRETE SUPPLY, INC.

2012 - 2016

ARTICLE I PARTIES TO THE AGREEMENT

THIS AGREEMENT, made and entered into this First day of July, 2010, by and between CENTRAL CONCRETE SUPPLY COMPANY, INC., hereinafter referred to as the EMPLOYER, and MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, shall remain in full force and effect from July 1, 2012, through June 30, 2016.

The CENTRAL CONCRETE SUPPLY COMPANY, INC., hereinafter referred to as the Employer, and MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, of the INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

SECTION 1. EMPLOYEES COVERED

The Union has jurisdiction over all of the following types of work in the Employers shops: maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting, welding and burning (or grinding processes connected therewith), inspecting, diagnosing, cleansing, preparing, or conditioning of all units and auxiliaries (including refrigeration and air conditioning units) relating to passenger cars, tractors, trucks, trailers, cargo containers, dollies, forklifts, shovels, trench digging and excavating equipment, and all other types of powered machinery. The Union's jurisdiction does not extend to the parts jurisdiction in San Jose.

The Company and the Union agree that the Oakland yard and trucks, regularly domiciled there, are covered by this agreement. However, the current mechanic employed there is specifically exempted from this agreement.

SECTION 2. TRANSFER OF COMPANY TITLE OR INTEREST

This agreement shall be binding upon parties hereto, their successors, administrators, executors and assigns. In the event an entire operation or any separable independent segment thereof is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. It is understood by this Section that the parties hereto shall not use any leasing service to a third party to evade this Agreement or any Supplemental Agreements. The Employer shall give notice to the existence of this Agreement and any Supplemental agreements to any purchaser, transferee,

the annual wage allocation. Employees may designate any part of the annual allocation to provide Supplemental Retiree Welfare Coverage through the Machinists Retirement Spending Account.

(d) The Employer agrees to sign the required Subscribers Agreements to the Trust which are incorporated into this Agreement by reference thereto.

(e) The eligibility of employees for the payment of benefits and monthly premium shall be determined by the Board of Trustees.

(f) For disabled employees, monthly payments will be due for a maximum of three (3) months of such disability, in addition to the termination payment, if terminated.

(g) If any regular employee under this Agreement is granted a leave of absence without pay in excess of thirty 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.

ARTICLE XXVI RETIREMENT MEDICAL PLAN

In addition to the payments for health and welfare benefits described in Article XXV, above, the Employer agrees to contribute for each eligible employee the contractually agreed upon amount, , 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 Article XXVI, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

Effective July 1, 2012	\$251.32	Effective February 1, 2014	\$214.89
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Effective February 1, 2015	\$175.03	Effective February 1, 2016	\$135.17
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ARTICLE XXVII PENSION FUND

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

The Employer party to this Agreement shall pay into the Automotive Industries Pension Trust Fund the sums of:

\$735.57 per month

effective July 1, 2011

\$700.00 per month

effective February 1, 2013

Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the twentieth (20th) day of the same month.

An eligible employee for whom such payments shall be made shall be any employee working under this Agreement who was on such individual employer's payroll at any time during the preceding calendar month. The Employer agrees to sign the required Subscriber Agreements to the Trust, which are incorporated into this Agreement by reference thereto.

Any increase in employer contribution above the current contractual amount of \$700.00 and is subject to funding deficiency, surcharge or penalty shall paid in the follow manner.

Beginning February 1, 2013 the employer shall cover the 5% pension supplement charge of \$35

Beginning February 1, 2014 the employer shall cover the 5% pension supplemental charge of \$71.75

Beginning February 1, 2015 the employer shall cover the 5% pension supplemental charge of \$110.34

Beginning February 1, 2016 the employer shall cover the 5% pension supplemental charge of \$150.86

ARTICLE XXVIII MACHINISTS 401 (K)

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.

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

The Employer further agrees that he or it agrees to be bound to the Trust Agreement Establishing the California Machinists 401 (k) Trust and to accept and be bound to said trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Fund.

The Employer further agrees to authorize the Employer Trustees appointed to said Trust as his or its attorneys in fact for the purposes of conducting all business of said Trust Fund, including the appointment

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 CENTRAL CONCRETE SUPPLY COMPANY, INC. _____

Address 755 Stockton Ave _____

City San Jose _____ State CA _____ Zip Code 95126 _____ Telephone No. (408) 293-6272 _____

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 700.00 Effective: 01-01-2013

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 30 day of April, 2013.

Employer: Central Concrete Supply Co. Inc. _____ Union: Machinist Local 1101 _____

Authorized by (Print Name) Marco Moroyoguin (Print Name) Jim Schwantz

(Signature) _____ (Signature) _____

Redacted by the U.S.
Department of the Treasury

Redacted by the U.S. Department of
the Treasury

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.

CHUCK'S BRAKE AND WHEEL

RECEIVED
JUL 05 2016
ATPA

AGREEMENT

THIS AGREEMENT, entered into this 1st day of July, 2015 by and between Chuck's Brake and Wheel, hereinafter referred to as the EMPLOYER; and the INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE #190, hereinafter referred to as the UNION, shall be as follows:

WITNESSETH

SECTION 1. PURPOSE:

(a) The purpose of this Agreement is to promote the mutual interests of the Employer, the employees, and the Union, and to provide for the operation of the Employer's facilities under methods which will further, wherever possible, the safety and welfare of employees, economy and efficiency of operations, a realization of an optimum quality and quantity of manpower and services, cleanliness of facilities and the protection of property.

(b) It is the further intent and purpose of the parties that this agreement shall promote and maintain a sound and harmonious working relationship between the Employer, employees and the Union as set forth herein and to establish a uniform method of compensation for hours worked, and establish other related conditions of employment which shall be observed between the parties for the life of this Agreement.

SECTION 2. JURISDICTION:

This Agreement shall cover all employees performing the work covered by those classifications listed in Appendix "A", which is attached hereto and is by reference herein hereby made a part of this Agreement.

SECTION 3. UNION SECURITY:

(a) All employees in the bargaining unit who are members in good standing on the effective (execution) date of the Agreement shall be required, as a condition of continued employment with the Company, to maintain membership in the Union to the extent of current monthly dues and initiation fees and reinstatement fees, if any, commencing not later than the thirty-first (31st) day following the effective (execution) date of the Agreement.

(b) Any employee hired on or after the effective (execution) date of the Agreement shall become a member of the Union not later than thirty-one (31) days after his date of employment. Such an employee, as a condition of continued employment, shall maintain his membership in the Union to the extent of current monthly dues, initiation fees and reinstatement fees, if any.

(d) Employer agrees to continue Health & Welfare premium payments for at least three (3) months on behalf of employees incapacitated from work due to extended illness or accident.

(e) Employer agrees to continue Health & Welfare premiums for six (6) months on behalf of an employee incapacitated from work due to an injury or accident sustained on the job.

SECTION 17. PENSIONS:

(a) Effective July 1, 2012, the Employer agrees to contribute to the Automotive Industries Pension Trust Fund the sum of Three Hundred dollars (\$300.00) per month per regular employee covered by this Agreement.

(b) It is understood and agreed by the party's signatory hereto that the monthly contributions required herein shall be made by the Employer for the benefit and the account of each eligible regular employee covered by this Agreement for his future pension or retirement credit.

(c) In addition to the pension requirements set forth in Section 17, above, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan which is in effect as of the effective date of this agreement. The Employer and IAMAW District 190, Local Lodge 1596, acknowledge that any supplemental contributions made by the Employer pursuant to the terms of the rehabilitation Plan, will not result in benefit credit to the employees of the Employer.

(d) The Employer agrees to be bound by the terms and conditions of the Pension Trust Agreement, and the decisions of the Fund's Trustees to the extent not inconsistent with the terms and provisions of this Agreement.

(e) The base rate contribution rate that is used to apply the 5% annual increases is \$300 per month; in accordance with the Rehabilitation Plan dated 3/8/2012 the contribution rate to the AIP Fund are as follows: (5% increase annually)

1. Effective 1/1/2016 the amount of \$364.65
2. Effective 1/1/2017 the amount of \$382.88
3. Effective 1/1/2018 the amount of \$402.02

SECTION 18. WEEKLY PAY PERIODS:

Employees may be paid once a week on Friday at noon. If payday falls on a holiday, the preceding workday shall be the payday. There shall be no undue delay in receiving pay on payday. When established, the payday shall not be changed for at least one year, unless such change is mutually agreeable between the Employer and employees.

AUTOMOTIVE INDUSTRIES PENSION FUND

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www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

RECEIVED

JUL 05 2016

ATPA

Firm Name Chuck's Brake & Wheel

Address P.O. Box 1771

City Santa Rosa State CA Zip Code 945403 Telephone No. (707) 542-6012

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$300.00 Effective: January 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.

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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 15th day of June, 2016.

Employer: Chuck's Brake & Wheel Union: IAMAW District Lodge 190, Lodges 1596 and 1173

Authorized by (Print Name) Tony Chiesa (Print Name) Thomas J. Brandon, Area Director
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

CLUTCH & BRAKE XCHANGE, INC.



2015 - 2018 AGREEMENT

Between

JAMES T. HITCHCOCK, INC.
dba
CLUTCH AND BRAKE XCHANGE

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 30: DISABLED EMPLOYEES

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

SECTION 31: LEAVE OF ABSENCE

31.01 In the event leave of absence is granted by the Employer monthly payments may be continued on such employees 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 32: LIABILITY

32.01 Any Employer who fails to obtain and pay for the insurance, hospital and welfare benefits herein provided for shall personally be responsible to the Union and employees herein covered for the benefits which would have been provided by such insurance coverage and to pay for all court costs, attorney's fees and other legal expenses that may be required to effect collection and shall likewise be subject to the grievance procedure.

SECTION 33: DIVIDEND ON PREMIUMS

33.01 Any dividends on premiums received from the insurance carrier shall not be payable to the Employer but shall be held and deposited in a reserve fund by the Joint Trustees for the purpose of enlarging the benefits to employees and their dependents covered by this plan as may be accomplished from said dividends on premiums.

SECTION 34: PENSION FUND

34.01 Effective August 1, 2012, the Employer will make contributions to the Automotive Industries Pension Fund on behalf of eligible employees in the amount of Two Hundred Five Dollars (\$205.00) 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 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.

34.02 **California Machinists 401-K Plan:** Employees may participate in this plan on a voluntary basis with no Employer match required. The Employer agrees to the standard contract language required and will sign the appropriate subscriber agreements. Should a conflict arise that cannot be resolved between the California Machinists 401-K Plan and the Employer's plan, the Employer shall not be obligated to this Section. Effective September 1, 2016, this Section open to negotiate an Employer contribution.

Effective August 1, 2012, 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.

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

The Employer further agrees that he or it agrees to be bound to the Trust Agreement Establishing the California Machinists 401-K Trust and to accept and be bound to said Trust documents as it presently exists or may hereinafter be amended or modified by the Trustees of said Fund.

The Employer further agrees to authorize the Employer Trustees appointed to said Trust as his or its attorneys in fact for the purposes of conducting all business of said Trust Fund, including the appointment of Employer Trustees or conducting any other business which may be conducted by said Trustees of said Trust Fund.

SECTION 35: GRIEVANCE PROCEDURE AND ARBITRATION

35.01 Should any difference arise concerning the provisions of this Agreement that cannot be satisfactorily adjusted by the Employer and the employees, the matter shall be referred to the Business Representative of the Union and the Employer for adjustment.

35.02 Grievances by employees must be signed and filed in writing with the Employer within sixty (60) days after the occurrence of any dispute or disagreement except discharge cases which must be filed within ten (10) days of the date of discharge. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved. In the event the grievance is not settled within five (5) days, the following procedure shall be followed:

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

Firm Name CLUTCH & BRAKE XCHANGE, INC.

Address P.O. Box 8760

City Stockton State CA Zip Code 95208 Telephone No. (909) 466-9049

Monthly Contribution Rate in Collective Bargaining Agreement

\$ <u>205.00</u>	Effective: <u>September 1, 20</u> <u>12</u>
\$ _____	Effective: _____ <u>20</u>
\$ _____	Effective: _____ <u>20</u>

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.

(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. 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. In accordance with the Funding Rehabilitation Plan effective 3/28/2008 pertaining to collective bargaining agreements renewed after 4/27/2008, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan in effect on the effective date of this agreement in its entirety, including the required supplemental contributions.

For Example: Contributions to the Automotive Industries Pension Fund (AIPF) would be deducted from the maximum monthly contribution per the following schedule: The base contribution rate begins at \$700 per month and is used to apply the first 12.5% annual increase; each year, the rate would increase 12.5% over the effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the contribution rates to the AIPF would be as follows:

(1) Effective 1/1/2011, an amount of \$787.50

(2) Effective 1/2/2012, an amount of \$885.94

(3) Each year thereafter, the contribution rate to the AIPF will increase 12.5% over the previous year's rate until 2019.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 7th day of November, 2012.

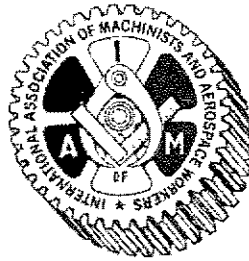
Employer: CLUTCH & BRAKE XCHANGE, INC. Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) James T. Hitchcock (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.

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

COAST COUNTIES TRUCK & EQUIP (LOCAL 1101, -15)



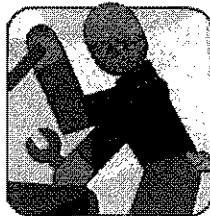
INDEPENDENT TRUCK AGREEMENT

between

**DISTRICT NO. 190, LOCAL NO. 1101
International Association of Machinists
& Aerospace Workers**

and

COAST COUNTIES TRUCK & EQUIPMENT



September 1st, 2012 through August 31, 2016