

be referred to arbitration, but must be submitted by the party requesting arbitration within seven (7) days). Nothing contained in this Article will preclude the Union from submitting a claim for unpaid moneys for hourly compensation, vacation pay, holiday pay, or contributions to employee benefit funds to the Labor Commissioner of the State of California where such claim does not involve the interpretation of this Agreement.

ARTICLE 19 - MOONLIGHTING

The Employer and the Union agree that any employee engaging in truck repair work for profit outside his regular working hours while on the payroll of an employer signatory to this Agreement, shall be subject to immediate discharge and such discharge shall not be subject to grievance procedure.

The Union agrees to provide the Employer with evidence of proof of such activities on the part of the employee when discharge is requested by the Union. The Employer agrees that in instances of discharge initiated by the Employer that proof of violation of this provision will be provided by the Employer.

If the Employer and the Union cannot agree upon the sufficiency of facts upon which the discharge is based, the Arbitration Board shall be the final judge in the matter.

ARTICLE 20 - PENSION FUND

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

The Employer party to this Agreement shall pay into the Automotive Industries Pension and Trust Fund the sum of three hundred fifty-eight dollars and thirty two cents (\$384.32). * This may be adjusted year from the wage allocation in the second and third year of the agreement.

Such payments shall be due and payable on the first day of each month, following completion of the ninety (90) day probationary period, and shall be delinquent if not paid by the fifteenth (15th) day of the same month. A regular employee, with respect to whom such monthly payments are required to be made shall mean:

(1) any employee on the payroll on the first day of the calendar month who has been on the payroll of the same Employer continuously during the preceding calendar month, and (2) any employee on the payroll on the first calendar day of the preceding calendar month whose services with said Employer terminated thereafter during such preceding calendar month, and for whom Employer made payment into said Trust Fund on the first calendar day of the preceding calendar month.

The parties hereto agree to be bound by the Automotive Industries Pension and Trust Agreement which shall be jointly administered by a Board of Trustees composed of representatives of management and labor.

ARTICLE 21 - SENIORITY

(a) For the purpose of this Agreement, seniority shall be defined as the period of continuous employment which the employee has accumulated with the Employer. Employees shall not attain their seniority until they have completed a probationary period of ninety (90) calendar days, after which time their seniority shall date from date of hire. Seniority within job classification shall prevail in the reduction and restoration of forces where the employee is competent and qualified to perform the remaining work.

The probationary period may be extended by mutual agreement between the Union and the Employer for a period not to exceed thirty (30) days. Termination for any cause during this period shall not be subject to grievance.

Seniority of apprentices upon attaining journeyman status shall be retroactive to the date of first employment as an apprentice. Utility mechanics shall have a separate seniority list, but no journeyman or apprentice mechanic shall suffer loss of employment because of this classification; nor shall such a journeyman or apprentice be laid off while a Utility mechanic is employed.

Each January the Employer shall determine the needs of the leasing and repair department and shall post those staffing levels by classification. Employees may bid those jobs and the jobs shall be awarded no later than March of each year. Employees will be chosen by classification seniority if they have the skill, ability and competency to perform the work as determined by the Employer.

If during the year, vacancies occur, those vacancies will be posted and the same selection process will be used as above.

(b) Seniority on Layoffs: In the event it becomes necessary for the Employer to reduce the number of employees, such employees shall be laid off according to classification seniority, subject to the qualifications and competency of the employees.

(c) Seniority on Recall: In the event that the Employer increases the number of employees such employees previously laid off shall be restored to employment according to classification seniority provided the affected employee responds to the notice of the Employer within seventy-two (72) hours from the time of dispatch of such notice, which notice shall be directed to the employees at their last known home address as filed with the Employer, copies of which shall be sent to the office of the Local and/or District Lodge. The giving of such notice



AUTOMOTIVE INDUSTRIES PENSION FUND

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Coast Counties Truck & Equipment

Address 1740 North 4th Street

City San Jose State CA Zip Code 95112 Telephone No. (408) 453-5510

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>384.32</u>	Effective: <u>September 1, 2012</u>
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 9 day of April, 202013

Employer: Coast Counties Truck & Equip. Union: Machinist Automotive Trades

Authorized by (Print Name) CRAIG ARCHER

(Print Name)

Richard Breckanridge

(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.

COAST COUNTIES TRUCK & EQUIP (LOCAL 1146, -02)

COAST COUNTIES TRUCK AND EQUIPMENT COMPANY
RECEIVED

FEB 19 2014

ATPA

EFFECTIVE: JANUARY 1, 2014
THROUGH: DECEMBER 31, 2016

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>TITLE OF SECTION</u>	<u>PAGE NO.</u>
14	CALIFORNIA MACHINISTS 401k PLAN	14
6	DISCHARGE	3
24	DRUG TESTING	24
25	DURATION	25
21	FUNERAL LEAVE	23
17	GRIEVANCE PROCEDURE	17
10	HOLIDAYS	9
12	HEALTH AND WELFARE	12
9	HOURS OF WORK	6
22	ILLEGAL WORK AND ACTIVITIES (MOONLIGHTING)	23
15	LEAVES OF ABSENCE	14
4	MAINTENANCE OF STANDARDS AND EXISTING AGREEMENTS	2
20	MISCELLANEOUS	22
5	NO DISCRIMINATION	3
13	PENSIONS	13
3	PROTECTION OF RIGHTS (EMPLOYER AND UNION RESPONSIBILITY)	2
1	RECOGNITION	1
23	SCOPE OF AGREEMENT AND SEPARABILITY OF PROVISIONS	24
7	SENIORITY	4
19	TOOLS	22
18	TRAINING PROGRAMS	18
8	UNION REPRESENTATIVES	5
2	UNION SECURITY	1
11	VACATIONS	10
16	WAGES AND CLASSIFICATIONS	15

12.2 Payment of Contributions: The aforesaid payments shall be forwarded by the Employer between the first and twentieth day of each month to the Trust Funds on behalf of all employees employed by the Employer on the first day of the month.

12.3 Trust Agreement: The Employer understands that a certain trust agreement was made and entered into on the first day of October, 1956, in the County of Alameda, State of California, by and between Automotive Industries, Inc., and other Employers and Employer Association and the East Bay Automotive Machinists Lodge 1546 and other Unions and Councils of Unions establishing the said Automotive Industries Welfare Fund, setting out the terms and conditions of said Trust Agreement and providing in Paragraph 3 thereof that an Employer may become a party to said Trust Agreement by executing a document in writing agreeing to become a party to and to be bound by the provisions of said Trust Agreement and by filing said document with the Trustees and their accepting the same.

The Employer by executing this document, hereby agrees to become a party Employer to the said Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make the payments herein provided to the Trustees therein named.

12.4 Federal Health and Welfare Program: If during the term of this Agreement a Federal health and welfare program is established by legislation, this Agreement shall be open for the purpose of integrating or coordinating the health benefits with the Federal program.

SECTION 13. PENSION

13.1 Pension Contributions: The Employer agrees to contribute and pay into the Automotive Industries Pension Fund, on behalf of his employees who are classified journeyman, truck mechanic, mechanics, body & fender mechanics, painters, parts person or apprentice and those classified as Teamsters 78, the following amounts on the dates indicated per eligible employee:

1-1-2014
\$636.65

Those employees coming under classifications of Trailer Technicians or Trainee, Utility Technicians, or Teamsters classification hired after 3/1/05 or Painter Prepper shall have contributions made on their behalf as follows on the first of the month following the completion of their probationary period.

1-1-2014
\$574.78

13.2 Pension Trust Fund: The Pension Trust Fund referred to herein is a jointly administered trust established in the County of Alameda, State of California, by a Pension Trust Agreement made and entered into as of the 1st day of September, 1955, and is known as the Automotive Industries Pension Trust Fund.

13.3 In accordance with the Funding Rehabilitation Plan adopted by the Trustees, the Employer agrees to adopt said plan and pay an additional 5% per calendar year.

AUTOMOTIVE INDUSTRIES PENSION FUND

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www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name COAST COUNTIES TRUCK & EQUIPMENT CO.

Address 260 Doolittle Drive

City San Leandro State CA Zip Code 94577 Telephone No. (510) 568-6933

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 636.65 Effective: JANUARY 1 20 14

IARP Plan \$ _____ Effective: _____ 20 _____

****JOURNEYMAN, TRUCK MECHANIC, INSTALLERS, MECHANICS, BODY & FENDER, PARTS PERSON & THOSE CLASSIFIED AS TEAMSTERS 853**

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.

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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.

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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 27th day of July, 2014.

Employer: COAST COUNTIES TRUCK & EQUIPMENT CO. Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 196 OF NORTHERN CALIFORNIA

Authorized by (Print Name) CRAIG ARCHER

(Print Name) DON CROSATTO

Redacted by the U.S.

Redacted by the U.S. Department of the

(Signature) Department of the Treasury

(Signature) 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.)

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May 8, 2012

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Firm Name COAST COUNTIES TRUCK & EQUIPMENT CO.

Address 260 Doolittle Drive

City San Leandro State CA Zip Code 94577 Telephone No. (510) 568-6933

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 574.78 Effective: JANUARY 1 20 14

IARP Plan \$ Effective: 20

****TRAILER TECHNICIANS, TRAINEE & TEAMSTERS CLASSIFICATION OR PAINTER PREPPER**

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

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Employer: COAST COUNTIES TRUCK & EQUIPMENT CO. Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) CRAIG ARCHER (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.)

COAST COUNTIES TRUCK & EQUIP (LOCAL 1824, -16)



RECEIVED

JUL 15 2016

ATPA

INDEPENDENT TRUCK AGREEMENT

between

**DISTRICT NO. 190, LOCAL NO. 93
International Association of Machinists
& Aerospace Workers**

and

COAST COUNTIES TRUCK & EQUIPMENT



April 1st, 2016 through December 31, 2018

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.

(f) The Employer shall maintain any and all of the benefits of the health insurance including life insurance, but the Employer contribution during each year of the contract period will be capped. The combined monthly contribution level for Health and Welfare shall be computed as follows:

Beginning October 1 2014, Health and Welfare coverage will be under Bay Area Automotive Group Welfare Fund. The employees will have \$147.59 per month deducted from their wages for Health and Welfare co-payment.

The company to pay up to \$25 per month in each of the final 2 years of the contract (2017 and 2018) to cover any increases in Health and Welfare coverage. Any increases that total over \$25 per month in either of the final 2 years will be paid by the employees. There is no increase to the cost of the coverage in Year 1 of the contract.

New hires will not be eligible for Health and Welfare coverage until the first day of the month following completion of their 90 day probationary period.

ARTICLE XXVIII PENSION FUND

SECTION 1. PENSION

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

The Employer party to this Agreement shall pay into the Automotive Industries Pension and Trust Fund the sum of \$220.00 per month effective October 1, 1995.

Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the fifteenth (15th) day of the same month.

(a) 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.

(b) The parties hereto agree to be bound by the Automotive Industries Pension and Trust Agreement which shall be jointly administered by a Board of Trustees composed of representatives of management and labor from the for-hire trucking industry, and the automotive sales, service, manufacturing and repair industries, embracing the geographical jurisdiction as defined in this Agreement.

(c) New hires will not be eligible for Automotive Industries Pension Plan coverage until the first day of the month following completion of their 90 day probationary period.

(d) Beginning January 1, 2013, the company will contribute up to 5%, per year, per employee to the Pension Rehabilitation Plan, provided the Rehabilitation Plan is put into effect on this date. This provision shall remain in effect for the duration of the Agreement.

SECTION 2. SAVINGS PLAN

The Employer will provide for a 401(k) Savings Plan to be implemented for the purpose of allowing employees the opportunity to defer a portion of their wages by means of payroll deduction on a pre-tax basis. (see attached Letter of Understanding)

ARTICLE XXIX EQUAL EMPLOYMENT OPPORTUNITIES

The Employer and the Union recognize their respective responsibilities under State and Federal laws relating to fair employment practices, and they agree to comply in their respective areas of authority. They

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

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JUL 15 2016

PENSION SUBSCRIBER AGREEMENT

Firm Name Coast Counties Truck & Equipment

ATPA

Address 920 Elvee Drive

City Salinas State CA Zip Code 93901 Telephone No. (408) 453-5510

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>220.00</u>	Effective: <u>April 1</u> 20 <u>16</u>
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.

COLE EUROPEAN, INC.

AGREEMENT

Between

COLE EUROPEAN, INC.

And

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE
NO. 190 OF NORTHERN CALIFORNIA

For and on Behalf of

AUTOMOTIVE MACHINISTS LODGE NO. 1173

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

And

TEAMSTERS GENERAL TRUCK DRIVERS
WAREHOUSEMEN, HELPERS AND AUTOMOTIVE EMPLOYEES NO. 315

Effective May 7, 2014 to April 30, 2018

SECTION 28 PENSION PLAN

The Employer shall contribute to the Automotive Industries Pension Plan on a monthly basis for all employees who have completed the probationary period. Effective April 1, 2008 the contribution rates shall be:

	<u>For Term of Contract</u>
Journeyman Technicians and Parts Technicians (incl. Managers covered by this Agreement)	\$631.09
All Other Classifications (Hired before 7/1/98)	\$526.09
All Other Classifications (Hired after 7/1/98)	\$375.01

28.01 All employees who have been employed as a Journeymen under a Machinists District Lodge 190 contract within six months of hire shall be placed in the above pension schedule.

28.02 All other new hires shall be eligible for pension contribution on the first of the month following completion of their probationary period. The pension contributions for new hires shall be as follows:

For all Journeymen and Managers:

<u>First Twelve Months</u>	<u>13-24 Months</u>	<u>25-36 Months</u>	<u>37-48 Months</u>	<u>Thereafter</u>
\$278.00	\$328.00	\$378.00	\$428.00	\$631.09

All Other Classifications:

\$203.00	\$228.00	\$253.00	\$278.00	\$375.01
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28.03 In addition to the pension requirements set forth in Section 28 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 the Union 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. All supplemental contributions to the plan will be funded by the Employer.

- 28.04 Pension premiums shall be forwarded to the Automotive Industries Pension Trust Fund, 1640 South Loop Road, Alameda, California 94502, as set forth in the document identified as the Automotive Industries Pension Trust Agreement, which is incorporated herein by reference.
- 28.05 The Employer will allow the Union employees to participate in the company's 401(k) if allowable by the plan. The employer is not obligated to contribute to the employees 401(k).
- 28.06 The Employer will allow the Union employees to participate in the California Machinists 401(k) plan if the company's 401(k) is not available to them. The employer is not obligated to contribute to the employees 401(k).

SECTION 29 ADJUSTMENT OF GRIEVANCES

- 29.01 Should a controversy, dispute or disagreement arise between the parties to this Agreement, there shall be no cessation or stoppage of work because of such controversy, dispute or disagreement, but the difference shall be adjusted in the following manner:
- 29.02 All complaints arising between the parties hereto which cannot be satisfactorily adjusted by the system set up within the plant or by the Business Representative of the Union and the Employer or the Employer's Representative shall immediately be submitted for adjustment as follows:
- 29.03 Such complaints from the Union not satisfactorily adjusted must be filed with the Employer within thirty (30) days after the matter in dispute or disagreement is alleged to have occurred; provided that any complaints in reference to matters of dismissal must be filed in writing with the Employer within five (5) working days from the date of dismissal. In the event the Employer has cause to file complaint, he shall, likewise, submit in writing the specific matters in dispute or disagreement to the proper representative of the Union within thirty (30) days. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved.
- 29.04 Upon receipt of a written report setting forth in detail the nature of the specific issue in controversy, the matter shall be submitted within five (5) days to a Board of Adjustment appointed as follows:
- 29.05 Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. The Board of Adjustment shall meet promptly. In the event of the failure of the Board of Adjustment to reach an agreement within fifteen (15) days after appointment, it shall lose jurisdiction and the matter may be referred for arbitration.
- 29.06 The Arbitrator shall be chosen mutually by the Employer and the Union. In the event the Employer and the Union are unable to agree upon the selection of a third party within ten