

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 Cole European, Inc.

Address 2103 North Main Street

City Walnut Creek State CA Zip Code 94596 Telephone No. (925) 935-2653

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan: **\$631.09 Jrn/\$526.08 All Others** (hired before 7/1/98)/**\$375.01 All Others** (hired after 7/1/98)

Effective: **May 7, 2014**

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 13 day of May, 2014.

Machinists Automotive Trades District Lodge 190

Employer: Cole European Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Robert B. Cole, Owner (Print Name) Mark Hollibush, 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.

COMMERCIAL TRUCK COMPANY CO

2013 - 2014

AGREEMENT

**ARTICLE I
PARTIES TO THE AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of October, 2010, by and between **COMMERCIAL TRUCK COMPANY**, hereinafter referred to as the **EMPLOYER**, and **DISTRICT LODGE 190**, for and on behalf of **LOCAL LODGE NO. 93, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**, shall remain in full force and effect from February 1, 2013 through August 31, 2014.

The **COMMERCIAL TRUCK COMPANY**, hereinafter referred to as the **EMPLOYER**, and **LOCAL LODGE NO. 93, of the INTERNATIONAL ASSOCIATION OF MACHINISTS AND 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

This Agreement and any Supplemental Agreements shall cover all employees performing the following work: Maintenance, rebuilding, dismantling, assembling, repairing, installing, erecting welding or grinding processes connected therewith, inspecting, diagnosing, cleansing, preparation or conditioning of all automotive parts, units or auxiliaries including refrigeration and/or air conditioning units, connected to passenger cars, motorcycles, tractors, trucks, trailers, dollies, shovels, trench digging and excavating equipment and all other types of powered machinery. Where maintenance and repair work is now being performed by employees in the bargaining unit herein described, is shall continue to be performed by them. Where the work described above is now being performed by employees, members of other unions not signatories hereto, such work shall continue to be performed by them.

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

presently exist with respect to the non payment of wages. The liability of each employer for the monthly payments herein provided, shall be limited to payments on behalf of their or its own employees.

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

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

(d) If any regular employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his or her name may be deemed to have been removed from the payroll of the Employer and the Employer for the purposed of this insurance shall not be obligated to make payment 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.

(e) 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.

(ei) Effective February 1, 2013, the maximum Employer contribution per employee per month shall be \$1,048.00.

** If the insurance premium and the pension surcharge exceeds the maximum Employer contribution for each designated year of the contract period as stated above, the difference between the maximum Employer contribution and the premium and Surcharge shall be paid by the employee through payroll deduction on a pre-tax basis

ARTICLE XXIX 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 Trust Fund the sum of \$105.00 per. 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 from 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. Employer agrees to comply with requirements of the Automotive Industries Pension Fund Rehabilitation Plan.

** If the insurance premium and the pension surcharge exceeds the maximum Employer contribution for each designated year of the contract period as stated above, the difference between the maximum Employer contribution and the premium and Surcharge shall be paid by the employee through payroll deduction on a pre-tax basis.

ARTICLE XXX EQUAL EMPLOYEMNT OPPORTUNITIES/COMPLIANCE WITH ALL REGULATIONS

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 reaffirm that during the term of this Agreement there shall not be any discrimination toward any employee or applicant for employment because of sex, age, race, creed, color or national origin.

The Employer and the Union agree to comply with all pertinent Federal, State, and Local Regulations, including but not limited to the Americans with Disabilities Act, Family and Medical Leave Act, and Department of Transportation Drug and Alcohol testing requirements where applicable.

Employees are required, as a condition of employment, to obtain and maintain a valid Class B vehicle operator's license. New employees who do not already possess such license will be expected to apply for and obtain the necessary license by the completion of the probationary period.

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 Commercial Truck
Address PO Box 749
City Salinas State CA Zip Code 93901 Telephone No. (831) 424-2961

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>105.00</u>	Effective: <u>1-1</u> 20 <u>13</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. Page 37.1.227

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of February, 2013.

Employer: Commercial Truck Union: IAM + AW Local 93

Authorized by (Print Name) Art Alexander (Print Name) Richard Breckenridge
(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.

CON GLOBAL INDUSTRIES

ACCT NO 04-08011050-02 & 04-08011053-02)

HARBOR REEFER SERVICE, INC.

RECEIVED

OCT 01 2007

ATPA

Effective: September 6, 2007

Through: September 1, 2011

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Effective September 1, 2007 up to a maximum of \$1,007.00
Effective September 1, 2008 up to a maximum of \$1,107.70
Effective September 1, 2009 up to a maximum of \$1,218.47
Effective September 1, 2010 up to a maximum of \$1,340.31

Any amount over the monthly maximum will be deducted from the employee's weekly pay on a pre-tax basis.

If the Company's contribution is less than the monthly maximum for the same level of coverage, then the difference will be added to the pension contribution.

SECTION 13. PENSIONS

13.1 Pension Contributions: The Employer agrees to pay for the term of this Agreement, into the Automotive Industries Pension Trust Fund on behalf of his employees who are covered by this Agreement, per month, the following:

Effective September 1, 2007*	\$608.81
Effective September 1, 2008*	\$633.81
Effective September 1, 2009*	\$658.81
Effective September 1, 2010*	\$683.81

Contributions for Trailer Mechanics is 80% of the rates listed above, see below for the breakdown:

Effective September 1, 2007*	\$487.04
Effective September 1, 2008*	\$507.04
Effective September 1, 2009*	\$527.04
Effective September 1, 2010*	\$547.04

Driver/Utility Worker pension contribution shall be \$250.00 per month for the life of the contract.

*The above amounts are subject to change as described in Section 12 of this contract.

Said contributions shall be made between the first (1st) and fifteenth (15th) day of each month.

SECTION 14. MACHINISTS 401k PLAN

14.1 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 401k Trust for the purpose of providing 401k benefits to the eligible employee.

08/30/2011 05:59 941342.090
08/29/2011 19:12 941342.090OTIS ELEVATOR SRW
OTIS ELEVATOR SRWPAGE 01/01
PAGE 01/01

MASTER AGREEMENT
between
HARBOR REEFER SERVICE
and
MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA
and
International Association of Machinists and Aerospace Workers

The Company proposes renewing the Agreement for a new sixteen month term without any substantive changes to the Agreement. The only changes to be made to the Agreement's language are those that are administrative and/or clerical in nature and that are necessary to update the duration and date(s) of the Agreement to reflect the new sixteen month term with the exception of providing a lump sum payment as noted. Unless proposed for change as noted below, all other provisions in the Agreement are to remain unchanged and are to become part of the new Agreement between the parties. Proposed changes as follows:

THIS AGREEMENT is effective the 2nd day of September, 2011 by and between HARBOR REEFER SERVICE hereinafter referred as the Employer, and MACHINIST AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter called the Union.

SECTION 29. DURATION

This Agreement shall be effective September 2, 2011 except for those provisions of the Agreement, which have been assigned effective dates as hereinabove set forth and shall remain in full force and effect to and including the 31st day of December 2012 and shall continue thereafter from year to year unless at least sixty (60) days prior the first day of December of any subsequent year either party shall file written notice with the other of its desire to amend, modify, or terminate this Agreement. There shall be no opening of any kind for any purpose during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 28th day of August, 2011.

HARBOR REEFER SERVICE, INC.

MACHINISTS AUTOMOTIVE TRADES
DISTRICT LODGE NO. 190 OF
NORTHERN CALIFORNIA,
International Association of
Machinists and Aerospace Workers

Redacted by the U.S.
Department of the Treasury

By: _____

Gregg Maurer
National Labor Relations Manager

Redacted by the U.S. Department of the
Treasury

By: _____

Garry Horrocks
Business Representative

Addendum:

Employees on the payroll as of September 2, 2011 will receive a \$1250 lump sum payment less required deductions payable no later than September 15, 2011 if agreement is reached by August 31, 2011.

AUTOMOTIVE INDUSTRIES PENSION FUND

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www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name CON GLOBAL INDUSTRIES/ROAD MECHANICS

Address 555A Maritime Street

City Oakland State CA Zip Code 94607 Telephone No. (510) 350-0790

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$	<u>700.00</u>	Effective: <u>JANUARY 1</u> <u>20</u> <u>13</u>
IARP Plan	\$ <u>166.79</u>	Effective: <u>JANUARY 1</u> <u>20</u> <u>13</u>

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

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

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termination of active employment. It 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 24th day of MAY, 20 13.

Employer: CON GLOBAL INDUSTRIES/ Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT
ROAD MECHANICS LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) DIANE ENSING (Print Name) DON CROSATTO
Redacted by the U.S. Department of the Treasury
(Signature) [Redacted] (Signature) [Redacted]

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

CON GLOBAL INDUSTRIES

AGREEMENT
between
CON GLOBAL INDUSTRIES
and
MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190
OF NORTHERN CALIFORNIA

June 2, 2012—June 1, 2017

Firmwide:115133776.1 025086.1000

SECTION 28. PENSION

28.01 Contribution: Effective June 2, 2012, the Employer shall pay into the Automotive Industries Pension Fund One Hundred Seventy Dollars (\$170.00) per month for each of the eligible employees employed in the bargaining unit established by the parties.

28.02 Internal Revenue Service: It is mutually understood that all of the Employer contributions as provided herein shall be deductible from gross income under Section 404 of the Internal Revenue Code.

SECTION 29. TOOL INSURANCE

29.01 Hand Tools. In consideration for the fact that employees are required to furnish their own hand tools, it is agreed that:

29.02 Tool Replacement. To be eligible for coverage under this Section, each employee must provide the Employer with an approved inventory of his tools within two (2) weeks of his date of hire and annually thereafter. For each employee who has filed such approved inventory, the Employer shall replace the employee's loss of the same brand and quality tools stolen from the premises of the Employer by reason of illegal breaking and entering, or by reason of fire on the Employer's premises at any time. The replacement claim amount shall be subject to a maximum amount of four thousand dollars (\$4,000). This does not provide for reimbursement or replacement of tools lost through pilferage or misplacement during working hours or during hours when the premises are open for business. Following a Twenty-Five Dollar (\$25.00) deductible, claims will be honored only for tools which have been listed on an approved inventory form filed with the Employer. The employee must notify the Employer when tools are removed from the Employer's premises.

29.03 Rules Covering Tools. The Union agrees that the Company has the right to institute reasonable rules for the purpose of providing protection against unwarranted claims under Section 28.02 above. These rules shall include, but not be limited to, requirements for tool inventories, audit of tool inventories, restrictions on the removal of tools from the Employer's premises and proper safeguarding of tools by employees.

29.04 Discharge. Misuse or abuse of the foregoing provisions shall be considered cause for discharge.

29.05 Other Tools. The Employer shall furnish all tools, instruments and equipment other than tools normally defined as hand tools such as: all power tools, impact wrenches, drills, engine overhaul and machine shop equipment, all testing equipment of any description, torque wrenches and gauges of any kind: jacks, floor and other types, creepers, light cords and any and all wrenches, sockets, and ratchets in excess of one-half inch drive or one and one-quarter inch in size.

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 CON GLOBAL INDUSTRIES

Address 555A Maritime Street

City Oakland State CA Zip Code 94607 Telephone No. (510) 350-0790

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 170.00 Effective: JUNE 2 20 12

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.

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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:

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 21 day of November, 20 12.

MACHINISTS AUTOMOTIVE TRADES DISTRICT

Employer: CON GLOBAL INDUSTRIES

Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) DIANE ENSING

(Print Name) PATRICK WOODWARD

(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.)

CONCORD TOYOTA