

**A G R E E M E N T**

**between**

**FAA CONCORD T, INC.,  
dba CONCORD TOYOTA**

**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,  
AFL-CIO**

**And**

**TEAMSTERS GENERAL TRUCK DRIVERS, WAREHOUSMEN,  
HELPERS AND AUTOMOTIVE EMPLOYEES LOCAL NO. 315**

**May 22, 2015 – May 21, 2018**

The Employer may, at its discretion, pay associates in excess of the amounts set forth in this Agreement.

No Teamster-represented associate shall receive a reduction in base rate as a result of the signing of this Agreement.

In the event that there is no detail work available to a detailer, the detailer shall first contact the appropriate manager and, if the manager is not available, shall follow the Employer's internal procedures.

26.4. The Employer reserves the right to subcontract work within Teamster jurisdiction on an interim or temporary basis when unusual or unanticipated circumstances arise.

26.5. The parties acknowledge the right of the Employer to hire a maximum of three (3) part-time personnel, not including shuttle drivers, outside the scope of the bargaining unit to perform the following duties: janitorial, lot attendant. The Employer may also employ shuttle drivers on a part-time basis outside the scope of the bargaining unit. Part-time associates may not work more than 120 hours per month.

## **SECTION XXVII. ASSOCIATE BENEFITS**

27.1. On the first day of the month following the completion of their probationary period, unit associates shall be entitled to participate in the Employer's health plan (medical, dental, vision and all other available components) pursuant to the terms of that plan. Premium contributions by associates shall be made on a pretax basis. Increases shall be borne equally by the Employer and the associate.

## **SECTION XXVIII. RETIREMENT PLANS**

28.1. Machinists Retirement: Except as provided in section 28.4, the Employer shall contribute on a monthly basis to the Automotive Industries Pension Trust and the California Machinists 401(k) Plan. The amount of contributions will be based on length of service and classification. Contributions shall commence on the first day of the month following the associate's completion of ninety (90) days of continuous employment. Contributions shall be made as follows:

Master, Journeyman and Line Technicians and Senior Lead and Journeyman Parts Counterpersons:

	<u>AI Pension Trust</u>	<u>Machinists 401(k) Plan</u>
First year of employment:	\$75 per month	\$25 per month
Next six (6) months:	\$112.50 per month	\$37.50 per month
Next six (6) months:	\$150 per month	\$50 per month
Thereafter:	\$225 per month	\$75 per month

All Other Machinists Associates:

	<u>AI Pension Trust</u>	<u>Machinists 401(k) Plan</u>
First year of employment:	\$37.50 per month	\$12.50 per month
Next six (6) months:	\$56.25 per month	\$18.75 per month
Next six (6) months:	\$75 per month	\$25 per month
Thereafter:	\$112.50 per month	\$37.50 per month

The Employer agrees to make the 5% annual pension surcharge contribution that is required by the Automotive Industries Pension Trust's current rehabilitation plan.

28.2 Teamster Retirement: Except as provided in section 28.4, the Employer shall contribute on a monthly basis to the Automotive Industries Pension Trust and the Teamsters 401(k) Plan. The amount of contributions will be based on length of service and classification. Contributions shall commence on the first day of the month following the associate's completion of ninety (90) days of continuous employment. Contributions shall be made as follows:

All Teamster-Represented Associates Employed as of August 1, 2005:

	<u>AI Pension Trust</u>	<u>Teamsters 401(k) Plan</u>
First year of employment:	\$37.50 per month	\$12.50 per month
Next six (6) months:	\$56.25 per month	\$18.75 per month
Next six (6) months:	\$75 per month	\$25 per month
Thereafter:	\$112.50 per month	\$37.50 per month

All Teamster-Represented Associates Employed After August 1, 2005:

<u>AI Pension Trust</u>	<u>Teamsters 401(k) Plan</u>
\$37.50 per month	\$12.50 per month

The Employer agrees to make the 5% annual pension surcharge contribution that is required by the Automotive Industries Pension Trust's current rehabilitation plan.

28.3 All eligible associates are entitled to contribute to his or her 401(k) Plan account in accordance with the terms of that Plan.

28.4 It is agreed between the parties that the Employer has the right, at its sole discretion to withdraw from and to cease contributions to the Automotive Industries Pension Plan at any time during the term of this Agreement. Once the Employer elects to cease contributions to the Automotive Industries Pension Plan, the amounts previously paid to the Pension Plan will be shifted to each associate's 401(k) Plan account.

**SECTION XXIX. ADJUSTMENT OF GRIEVANCES**

29.1. Any disputes, complaints or disagreements relating to the employment relationship between the unit associates and the Employer shall be subject to the grievance

# 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](http://www.aitrustfunds.org) **May 8, 2012**

## PENSION SUBSCRIBER AGREEMENT

Firm Name FAA Concord T, Inc. dba Concord Toyota

Address 1090 Concord Avenue

City Concord State CA Zip Code 94520 Telephone No. (925 ) 682-7131

### Monthly Contribution Rate in Collective Bargaining Agreement

**Defined Benefit Plan: \$225.00 Master, Jrn., Line Tech, Parts Counter Effective: May 21, 2015**

**Defined Benefit Plan: \$112.50 All Others Effective: May 21, 2015**

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

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

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

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

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

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

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

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

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.



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

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) 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 26<sup>th</sup> day of May, 2015.

**Machinists Automotive Trades District Lodge 190**

Employer: FAA Concord T, Inc. dba Concord Toyota Union: Automotive Machinists Lodge No. 1173, IAMAW

**STEPHEN K. COSS SECRETARY**

Authorized by (Print Name) [Signature] (Print Name) Rick Rodgers, 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.

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

# D W NICHOLSON CORP

2013  
1/2013  
A/FA

**D. W. NICHOLSON CORP.**

Effective: July 1, 2013  
Expiration: June 30, 2016

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

The Employer's obligation to provide Retiree Health and Welfare Benefits or to contribute to the Automotive Industries Welfare Fund for retirees is limited to the term of this Agreement, and the Employer shall have no further obligation to provide or make premium payments for Retiree Welfare coverage (whether for past, present or future retirees) except as provided by any subsequent Agreements between the parties hereto.

**ARTICLE XVI. PENSION FUND**

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

<u>Effective</u>	-	<u>Amount</u>
July 1, 2013	-	\$800.00 for master mechanics
July 1, 2013	-	\$500.00 for journeyman mechanics

**PENSION PROTECTION ACT LANGUAGE**

In addition to the pension requirements set forth 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 International Association of Machinists & Aerospace Workers, District Lodge 190, Local 1546 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.

**ARTICLE XVII 401(K) PLAN**

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

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15<sup>th</sup>) 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 Trust Fund.



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[www.aitrustfunds.org](http://www.aitrustfunds.org) May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name D.W. NICHOLSON CORPORATION

Address 24747 Clawiter Road

City Hayward State CA Zip Code 94545 Telephone No. ( 510) 887-0900

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>500.00</u>	Effective: <u>JULY 1</u> <u>20 13</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

### \*\*JOURNEYMAN MECHANICS PENSION RATE

**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 (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) 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 JUNE, 2013.

Employer: D.W. NICHOLSON CORPORATION Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) THOMAS REED, SR. (Print Name) STEVE OLDER

(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.)

# AUTOMOTIVE INDUSTRIES PENSION FUND

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## PENSION SUBSCRIBER AGREEMENT

Firm Name D.W. NICHOLSON CORPORATION

Address 24747 Clawiter Road

City Hayward State CA Zip Code 94545 Telephone No. ( 510) 887-0900

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>700.00</u>	Effective: <u>JULY 1</u>	<u>20 13</u>
IARP Plan	\$ <u>100.00</u>	Effective: <u>JULY 1</u>	<u>20 13</u>

### \*\*MASTER MECHANICS PENSION RATE

**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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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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(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 June, 2013.

Employer: D.W. NICHOLSON CORPORATION

MACHINISTS AUTOMOTIVE TRADES DISTRICT  
Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) THOMAS REED, SR.

(Print Name) STEVE OLDER

(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.)



# DARLING INTERNATIONAL, INC.



# **DARLING INTERNATIONAL, INC.**

## **COLLECTIVE BARGAINING AGREEMENT**

**July 1, 2011 - June 30, 2016**

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

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

**22.5** The benefits to be provided and the method of filing claims shall be communicated to the covered Employer and Employees by the Administrative Office of Automotive Industries Welfare Fund.

**22.6** If an employee suffers an industrial injury or is absent because of an illness, the Employer shall contribute the amount required by the fund to provide benefits to the employee until the employee returns to work. However, such contributions shall not be paid for a period of more than six (6) months of absence.

### **SECTION 23 - THE DISABILITY PLAN**

**23.1** The Disability Plan is designed to pay benefits subject to Plan Provision and limitations for a maximum of thirty-nine (39) weeks starting with the first scheduled work day when hospitalized or disabled as a result of accident and with the fourth scheduled work day when disabled as a result of sickness not requiring hospitalization.

**23.2** Employees receiving treatments during working hours (on compensation cases only) shall be allowed time off up to two (2) hours without deduction in pay. If an employee is injured on the job, and is unable to return to work, the employee will receive a full day's pay on the day of injury.

### **SECTION 24 - PENSION PLAN**

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

**24.2** The Employer agrees to pay to the Administrator of the Automotive Industries Pension Trust Fund the following sum per month per employee: Effective 7/1/11: Seven Hundred Sixty-one Dollars (\$761.00). Under the Automotive Industries Rehabilitation Plan adopted 3/28/08, effective January 1, 2013, additional contributions equal to 12.5% of the contributions, shall be paid to the Automotive Industries Trust Fund.

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

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

## **SECTION 25 - JURY DUTY/BEREAVEMENT-FUNERAL LEAVE**

**25.1** Employees on jury selection or duty will be paid two thirds of the wages (without loss of fringes) they would have earned had they remained on their work assignment, up to a maximum of eighty (80) working hours per contract year.

**25.2** Employees will be required to provide proof of jury service.

**25.3** An employee dismissed from jury selection will be expected to return to the employee's work assignment provided it is possible for the employee to spend at least two (2) hours on the job.

**25.4** An employee called as a witness shall be paid a limit of eight (8) hours per year.

**25.5** The Employer agrees to pay an employee at the regular straight time rate of pay for time lost from work to attend the funeral as a result of death of the employee's father, mother, spouse, children of marriage, father-in-law, and mother-in-law, up to three (3) days, or five (5) days if employee travels more than 250 miles.

## **SECTION 26 - ASSIGNABILITY AND CHANGE OF OWNERSHIP**

**26.1** In the event a Firm changes hands, the seller shall, at or prior to date of change of ownership, pay off all obligations to employees, including unused sick leave, unpaid wages, pro rata of earned vacations, unpaid premiums or contributions on Medical, Hospital and Insurance Plan and Pension Plan.

**26.2** The Buyer shall have ninety (90) days from the date of taking possession in which to decide whether to keep or terminate any employee and may terminate any such employee. During such ninety (90) day period the buyer shall be obligated to pay the wages, vacations, contributions toward Hospital, Medical, and Insurance Plan and Pension Plan, and comply with all other conditions of this Agreement in effect at the time of the sale and transfer.

**26.3** In the event that the Buyer continues to employ any of such employees for more than ninety (90) days after the date of said sale or transfer, such employees shall carry with them seniority, vacation and pension rights accumulated during the employment by the Seller.



# 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](http://www.aitrustfunds.org)

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name Darling International, Inc.

Address 429 Amador Street

City San Francisco State CA Zip Code 94124 Telephone No. (415) 647-4890

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>761.00</u>	Effective: <u>July 1</u> <u>20</u> <u>11</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

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

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

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

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

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

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

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

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) 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 July, 2011.

Employer: Darling International, Inc. Union: IAM & AW, Local 1414

Authorized by (Print Name) Dou DeSmet (Print Name) David S. Taylor  
(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.

# DESOTO CAB CO



# DESOTO CAB COMPANY

## COLLECTIVE BARGAINING AGREEMENT

June 1, 2007 – May 31, 2010

**RECEIVED**  
AUG 17 2007  
ATPA

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

**15.A.2** Employees receiving follow-up treatments during working hours (on workers' compensation cases only) shall be allowed time off up to two (2) hours per day without deduction in pay during the first sixty (60) calendar days following the date of injury.

**15.A.3** If an employee is injured on the job, and is unable to return to work on the date of injury, he will receive a full day's pay on the day of injury.

## **SECTION 15.B - RETIREE HEALTH AND WELFARE**

**15.B.1** If the Employer fails to put the Welfare Insurance Plan into effect and pay the premiums for the insurance benefits herein provided for, the Employer shall be responsible to the employees herein covered for the benefits which would have been provided by such coverage.

**15.B.2 IMPORTANT NOTE: Retiree Plan welfare benefits are not pre-funded or vested. Retiree coverage shall be limited to funds available for retiree benefits as determined by the Trustees. If contributions under the Collective Bargaining Agreements become inadequate to maintain retiree benefits, the Trustees have the right to reduce benefits, and/or increase self-payment charges, and even terminate retiree coverage.**

## **SECTION 16 - PENSION PLAN**

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

**16.2** The Employer agrees to pay to the Administrator of the Automotive Industries Pension Trust Fund \$235.00 per month per employee:

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



# 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](http://www.aitrustfunds.org) May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name Desoto Cab Company/Elywheel  
Address 555 Selby Street  
City San Francisco State CA Zip Code 94124 Telephone No. ( ) 415-970-1414

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>272.04</u>	Effective:	<u>1/1</u> <u>20</u> <u>15</u>
IARP Plan	\$ _____	Effective:	<u>20</u> _____

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

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

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

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

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

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

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

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

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.



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

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) 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 April, 2015.

Employer: Desoto Cab Company/Flywheel Union: IAM & AW Local 1414

Authorized by (Print Name) Hansu Kim (Print Name) Arthur J. Gonzalez

(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.

# DIEGO TRUCK REPAIR, CO

---

**RECEIVED**

DEC 21 2015

**ATPA**



# **DIEGO TRUCK REPAIR, INC.**

## **COLLECTIVE BARGAINING AGREEMENT**

**November 1, 2015 – October 31, 2018**

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

## **ARTICLE 27 - SHOP RELOCATION AND SEVERANCE PAY**

Section 1. If the Employer closes his shop or a department thereof, all employees will be paid earned wages, accrued sick leave, vacations, and any other benefits owing as provided by this Agreement. Pension payments will be made to date of termination. The Employer shall pay sufficient premiums into the health and welfare funds provided in Article 28 of this Agreement to provide one (1) month of coverage.

Section 2. If the Employer moves his shop within the jurisdiction of District Lodge No. 190, he shall continue to recognize the existing contract and the IAM & AW as the bargaining agent for the employees of the Employer.

Section 3. The Employer will give the Union reasonable notice of the closing or removal of a shop and, if a date is not certain, the Employer will give notice of intent.

## **ARTICLE 28 - GROUP HEALTH AND WELFARE INSURANCE**

Section 1. The Employer will provide group health and welfare insurance for eligible employees as follows:

The Employer shall continue to pay the current full cost of existing Automotive Industries Welfare Fund (for hospitalization, life, dental, orthodontia, surgical, medical, prescription drug, and vision) for each eligible employee. Any increases in premiums during the life of this Agreement shall be borne by the Employer.

Section 2. The Employer's only obligation under this article is to pay the appropriate contributions in a timely manner for eligible employees.

Section 3. Holidays, industrial injury on the job of the Employer, and vacation time taken during a month and any other time required by law will be treated as time worked for purposes of eligibility in this article.

## **ARTICLE 29 - PENSION**

Section 1. The Employer agrees, effective November 1, 2012, to pay to the Administrator of the Automotive Industries Pension Trust Fund a sum of Five Hundred Dollars (\$500.00) per month per eligible employee.



Section 2. The Employer is to pay the surcharge of five percent (5%) each year of the agreement that Automotive Industries will implement effective January 1, 2013, per month per employee, as required by the Trust Fund. The beginning rate is \$500.00 effective November 1, 2012. The following reflects the surcharge:

**Effective:**

<u>Jan. 1, 2015</u>	<u>Jan. 1, 2016</u>	<u>Jan. 1, 2017</u>	<u>Jan. 1, 2018</u>
\$578.81	\$607.75	\$638.14	\$670.05

Section 3. It is the intention of this Agreement that said pension plan and/or fund has/have IRS and ERISA approval, where applicable, and fully satisfy ERISA and the IRS, where applicable, and that Employer contributions be tax deductible as pension payment Employer expense items for income tax purposes and, if the said plan and/or fund does not have or loses such approval or if said contributions are not so tax deductible, the Employer shall pay the pension contributions directly into the employee's salary.

Section 4. The Employer signatory to the Agreement agrees to subscribe to California Machinists 401(k) Trust at no administrative cost other than the cost associated with deducting authorized employee contributions and transmitting them to the Trust.

The Employer agrees, upon written authorization from each of its employees, to deduct from said employee's total compensation the amounts authorized by the employee to be deferred into the California Machinists 401(k) Trust. The Employer also agrees to transmit the employee deferrals to the California Machinists 401(k) Trust in the same manner as "employer contributions" to the California Machinists 401(k) Trust for the purpose of providing 401(k) benefits to eligible employees.

The Employer further agrees that the Qualified Non-elective Contributions made by the Employer, and the deferral contributions requested by employees, shall be sent to the California Machinists Trust no later than the fifteenth (15<sup>th</sup>) day of the month following the completion of the work month in which such contributions or deferrals have been authorized.

The employer further agrees that 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 Trust Fund.

The Employer further agrees to authorize the Employer Trustees appointed to said Trust as 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 5. Vacation time taken during a month and any other time required by law will be treated as time worked for purposes of eligibility in this article.

# AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 636-3105

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

[www.aitrustfunds.org](http://www.aitrustfunds.org)

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name Diego Truck Repair, Inc.

Address 101 Rich Street

City Greenbrae State CA Zip Code 94904 Telephone No. (415) 924-3335

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 500.00 Effective: NOV. 1 2015

IARP Plan \$ \_\_\_\_\_ Effective: \_\_\_\_\_ 20\_\_\_\_

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

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

**A. Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.

**B. Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.

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

**C. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.

**D. Payment Procedures.**

(1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.

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

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

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

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.



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

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) 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 November, 2015.

Employer: Diego Truck Repair, Inc. Union: IAM & AW, Local 1414

Authorized by (Print Name) Steven D. Diego (Print Name) Thomas J. Brandon

(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.)

# DRILL TECH DRILLING & SHORING, INC.

AGREEMENT

*Between*

DRILL TECH DRILLING & SHORING, 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

Effective December 31, 2015 through December 30, 2016

(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) The Employer agrees to move the current \$28.00 monthly contribution, which is currently being contributed towards the Automotive Industries Retire Health and Welfare Plan, into the Michael J. Day Retiree Investment Trust.

(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 XXXII**

### **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 sum of \$400.00 per month, per employee, effective December 31, 2015 through December 30, 2016.

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.

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.

## **ARTICLE XXXIII**

### **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 reaffirm that during the term of this agreement there shall not be any



# 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](http://www.aitrustfunds.org)

May 8, 2012

## PENSION SUBSCRIBER AGREEMENT

Firm Name Drill Tech Drilling & Shoring, Inc.

Address 2200 Wymore Way

City Antioch State CA Zip Code 94509 Telephone No. (925 ) 978-2060

### Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	<u>\$400.00</u>	Effective: <u>December 31, 2015</u>
IARP Plan	\$ <u>                    </u>	Effective: <u>                    </u> 20 <u>                    </u>

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

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

**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 (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) 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 December, 2015.

**Machinists Automotive Trades District Lodge 190**

Employer: Drill Tech Drilling & Shoring, Inc. Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Dave Shupe, Vice President (Print Name) Brian Fealy, Business Representative

(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.



# EARTHGRAINS (LOCAL 2182, 04-05547080-14)

# AGREEMENT

between

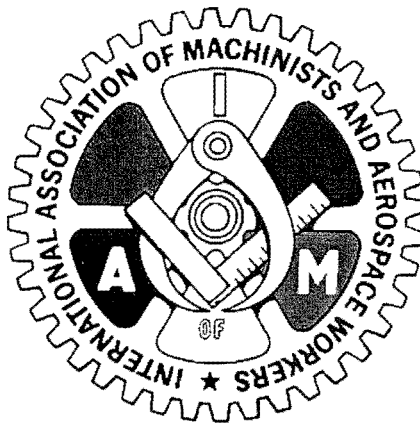
**Bimbo Bakeries USA, Inc.  
(SACRAMENTO, CALIFORNIA)**

and

**Machinists And Mechanics Lodge #2182 and  
Machinists Automotive Trades District Lodge #190  
of Northern California**



**BIMBO BAKERIES USA**



 **ORIGINAL**

**Effective November 15, 2015 through November 12, 2017**

(three hundred sixty [360] hours) of sick leave benefits payable to any one anniversary year, including unused benefits accumulating from previous years.

A doctor's certificate may be required at the Company's option as a condition for payment of sick leave.

If the employee is hospitalized, the sick leave is payable beginning the first day of absence, integrated with SDI and AIDP benefits, not to exceed the employee's regular earnings. If the employee is not hospitalized, the sick leave shall be paid according to the following formula:

- a) Nothing the first day, then full pay until the individual's entitlement is used; or
- b) First day for an employee who accumulates and has at least forty (40) days (three hundred twenty (320) hours of sick leave benefits).

Employees on vacation or an approved leave of absence, including a leave of absence due to a claim under worker's compensation, shall be entitled to accrue sick leave on a pro-rated basis for up to a maximum of twelve (12) weeks during the absence. The employee shall cease to accrue sick leave after this time until they return from the leave.

**SECTION 14: Pension Plan**

The Company shall pay Five Hundred Seventy Dollars and Thirty-Three Cents (\$570.33) per month or One Hundred Thirty-One Dollars and Sixty-One Cents (\$131.61) per week into the Automotive Industries Pension Plan for each eligible employee for the purpose of providing pension benefits. An eligible employee, as referred to in this Section means an employee who is on the payroll of the individual Company on the first of the month for which contribution is being made.

Each of the Company and the Union acknowledge and agree that it will be required to comply with the provisions of the Pension Protection Act of 2006 with respect to the Automotive Industries Pension Plan. The Company and the Union agree to adopt the Automotive Industries Pension Fund revised Rehabilitation Plan providing supplemental "off-benefit" contribution rate increases as follows: Current monthly contribution for pension benefits shall be Five Hundred Seventy Dollars and Thirty-Three Cents (\$570.33) or One Hundred Thirty-One Dollars and Sixty-One Cents (\$131.61) per week. Contribution rate increase under the revised Rehabilitation Plan shall be as follows:

<b><u>Effective:</u></b>	<b><u>Percent (%) Increase:</u></b>	<b><u>Maximum Monthly Contribution:</u></b>	<b><u>Maximum Weekly Contribution:</u></b>
January 1, 2016	5% (\$3.9995 / hr)	\$ 693.25	\$ 159.98
January 1, 2017	5% (\$4.1994 / hr)	\$ 727.90	\$ 167.98

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

Firm Name EARTHGRAINS COMPANY, INC.  
Address P.O. Box 5387 City Sacramento State CA Zip Code 95817-0387

Monthly Contribution Rate  
In Collective Bargaining  
Agreement

\$ <u>508.50</u>	Effective <u>November 1, 20 01</u>
\$ <u>To Be Allocated</u>	Effective <u>September 1, 20 02</u>
\$ <u>To Be Allocated</u>	Effective <u>September 1, 20 03</u>
\$ <u>To Be Allocated</u>	<u>September 1, 2004</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.**
- 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.
  - 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.
  - New Hires.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date.
  - Terminations.** For Class 1 employees who have passed the effective date of coverage specified in paragraph D below but 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. For covered Class 2 employees, the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed to be actively employed by the employer for the purpose of determining employer payments due.
  - 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 (1<sup>st</sup>) of the month and considered delinquent if not postmarked on or before the twentieth (20<sup>th</sup>) 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.**
- 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.
  - 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.
  - 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.

EARTHGRAINS CO BIMBO BAK (LOCAL 1546, 04-05547165-02)



**AGREEMENT**

**BETWEEN**

**EARTHGRAINS BAKING  
COMPANIES, INC., a Delaware  
corporation**

**(OAKLAND, CALIFORNIA)**

**AND**

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190,  
LOCAL LODGE 1546 (IAM & AW)**

**AUTOMOTIVE SHOP**

**EFFECTIVE**

**NOVEMBER 4, 2012**

**THROUGH**

**NOVEMBER 8, 2015**