

SECTION 7.1 – HEALTH, LIFE, DENTAL, DRUG AND WELFARE BENEFIT PLANS

It is understood and agreed that the health, life, dental, and drug benefits herein granted to Union members shall be purchased by the Employer and shall provide the benefits in effect on November 1, 1993.

Effective August 1, 1999, and for the life of this Agreement, the Employer shall provide each eligible employee and his eligible dependents a program of life, hospital, surgical, health, dental, vision care and prescription drug benefits, which shall approximate the benefits contained in the Blue Cross California Care Health Plan as of July, 1993.

It is further understood and agreed that the benefits previously listed shall be purchased by the Employer. Any increases in premiums for the aforementioned benefits up to \$450.00 per employee per month which may occur during the life of this Agreement shall be borne by the Employer.

In the event that \$450.00 per employee per month is not sufficient to pay for the aforementioned coverage, the individual employees shall make up the shortfall by having the necessary amount deducted from their payroll as a pre-tax deduction.

New employees will be eligible for health and welfare benefits and pension plan contributions after their first 90 days of employment.

The benefits to be provided and the method of filing claims shall be communicated to the covered Employees by the Employer.

SECTION 7.2 – PENSION PLAN

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 specified in said Trust.

The Employer agrees, effective July 1, 2010, to pay to the Administrator of the Automotive Industries Pension Trust Fund a sum of one hundred and ninety-one dollars and ten cents (\$191.10) per month per employee.

The base rate contribution rate that is used to apply the 5% annual increases is \$191.10 per month; in accordance with the Rehabilitation Plan

dated 3/8/2012 the contribution rate to the AIP Fund are as follows: (5% increase annually)

1. Effective 1/1/2016 the amount of \$232.28
2. Effective 1/1/2017 the amount of \$243.89

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 by the benefits which have been provided by such coverage.

SECTION 8 – VACATIONS

- A) All employees covered by this Agreement who have been in the employ of the Employer for one (1) year shall receive one week's vacation with pay (forty hours); two years, two weeks' vacation with pay (eighty hours); six or more years, three weeks'; the first two weeks shall be consecutive, the third shall be at a time convenient to the Employer.
- B) An Employee, who is discharged, laid off or who quits when he has been employed by an Employer for less than six (6) months shall not be entitled to any pro rate vacation pay. After six (6) months of employment and in any year of employment thereafter, an employee who is discharged, laid off or quits in advance of earning full vacation shall receive pro rata vacation pay as follows:
 1. Two percent (2%) of all actual hours worked at his straight-time rate of pay since the date of hire if he has been employed less than one (1) full year.
 2. Four percent (4%) of all actual hours worked at his straight-time rate of pay in the second year of employment and thereafter if he has been employed more than one (1) year but less than six (6) years.
 3. Six percent (6%) of all actual hours worked in the current year of employment at his straight-time rate of pay if he has been employed more than six (6) years.

The scheduling of vacation will be arranged mutually between the employee and the Employer in a manner that will cause the least conflict with the normal function of the Employer's business. Seniority shall determine the employee's selection of a vacation date.

AUTOMOTIVE INDUSTRIES PENSION FUND

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Fred's Body Shop, Inc.

Address 651 Indianola Cutoff

City Eureka State CA Zip Code 95503 Telephone No. (707) 442-8296

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$191.10

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 25th day of Sept, 2015.

Machinists Automotive Trades District Lodge 190

Employer: Fred's Body Shop, Inc.

Union: Redwood Empire Lodge No. 1596

Authorized by (Print Name) Fred Taylor, Owner

(Print Name) Thomas J. Brandon, Area Director

(Signature) Redacted by the U.S. Department of the Treasury

(Signature) Redacted by the U.S. Department of the Treasury

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

FRITZ & PETERS

FRITZ & PETERS INDEPENDENT VW REPAIR

THIS AGREEMENT is made and entered into on this First day of January, 2015 by and between FRITZ & PETERS INDEPENDENT VW REPAIR, first party, hereinafter called the Employer and the MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, and the Local Unions affiliated with the District, second party, and the parties do hereby mutually agree as follows:

ARTICLE I. DEFINITION

The term, Employer, shall refer to the Employer signatory to this Agreement. The term, Union, shall refer to the Machinists Automotive Trades District Lodge #190 of Northern California and all its affiliated Unions.

This Agreement shall apply to all of the area within the jurisdiction of the Machinists Automotive Trades District Lodge No. 190 of Northern California.

ARTICLE II. RECOGNITION AND BARGAINING AGENT

The Employer recognizes the Union as the exclusive bargaining agent and this Agreement shall cover all employees of the Employer who are performing work described as the work jurisdiction of the Union irrespective of where the work is being performed.

The Employer agrees that any and all persons who are not members of the Union, or persons who are not hired in accordance with the provisions of this Agreement, shall be prohibited from performing any kind of work being performed, previously performed, or capable of being performed by employees who are members of the Union or persons eligible to membership in the Union. The Employer specifically understands and agrees that proprietors and/or owners whether operating under partnerships, corporate arrangements and/or operating a business as a self-employed person shall be required to become and remain members in good standing in the Union if performing any work whatsoever which is included in the work jurisdiction descriptions contained herein if requested to do so by the Union.

Any arrangement, such as sub-let, sub-lease or rental which in any manner jeopardizes the employee employer relationship is expressly prohibited.

It shall be a direct violation of this Agreement for the Employer to sub-contract at any time, under any circumstances, work of any type which members of the Union or persons eligible for membership in the Union, signator to this Agreement are capable of performing or for the Employer to enter into any arrangement which tends to defeat the purpose of this agreement. Work, which is ordinarily sub-let as a matter of practice within the Automotive Industry, may continue to be "farmed-out" upon agreement between the parties.

(c) It is further agreed that there shall be no cessation of work or lockout during the consideration of any matter by the Board of Adjustment or the Arbitrator that any expense incurred shall be shared equally by the two parties to this agreement and the finding of such Arbitrator shall be final and binding upon the parties signatories to this agreement.

4. The time limits provided herein may be extended by mutual agreement of the Union and the Employer.

5. Time for Presenting Grievances: All claims or grievances of any kind must be presented in writing to the other party within five (5) days after the happening or first knowledge of the event from which claims or grievances arose or be deemed waived. Money claims by employees shall not be subject to the five (5) day limitation. Any substantiated wage claims which result from collaboration of the Employer and employee shall not be subject to the time limitations.

ARTICLE XV. HEALTH AND WELFARE, DENTAL, ORTHODONTICS, PRESCRIPTION DRUGS, VISION CARE, \$50,000 LIFE INSURANCE, ACCIDENT & SICKNESS AND DISABILITY PLAN

The Employer hereby stipulates and agrees to pay into the Automotive Industries Welfare Fund Plan A monthly payments for each employee. Effective January 1st, 2013, employees shall make a co-payment of Fifty Dollars (\$50) per week on a pre-tax basis. Effective September 1st, 2013, future premium increases will be split equally between the Employer and employees. 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.

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>
January 1, 2015	- \$310.00

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.

AUTOMOTIVE INDUSTRIES PENSION FUND

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name FRITZ & PETERS INDEPENDENT VW REPAIR

Address 420 – 25th Street

City Oakland State CA Zip Code 94612 Telephone No. (510) 444-3224

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 310.00 Effective: JANUARY 1 20 15

IARP Plan \$ Effective: 20

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the

termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

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

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

F. Plan Documents.

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

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

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

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 10th day of March, 20 15.

Employer: FRITZ & PETERS INDEPENDENT Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT
VW REPAIR LODGE NO. 190 OF NORTHERN CALIFORNIA
LL 1546

Authorized by (Print Name) JOACHIM KLAUS (Print Name) DON CROSATTO
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

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

G & M AUTOBODY, INC



G & M AUTOBODY, INC.

COLLECTIVE BARGAINING AGREEMENT

January 1, 2015, through December 31, 2015

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

employee's pay the amount necessary to pay the premium. The employee shall sign any forms necessary to authorize this payroll deduction.

By signing the Health & Welfare Agreement (Disability Benefits), G & M agrees to be bound by the terms of it, the Welfare Fund's Trust Agreement, and the rules of the Welfare Fund and Disability Plan, as all of them may be amended from time to time.

In the case of any inconsistency between the terms of the Health & Welfare Agreement (Disability Benefit) and this Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall prevail.

SECTION 9 – PENSION AND RETIREMENT PLANS

G & M agrees to promptly execute a Pension Agreement in the standard format used by the Automotive Industries Pension Fund ("Pension Fund") providing for, among other things, the following:

A. Eligibility. The employee's eligibility for benefits will be determined under the rules of the Pension Fund and the Pension Agreement signed by the Employer.

B. Contributions. The Employer's contributions will be payable on behalf of the employees as provided in the Pension Agreement at the following monthly contribution rates effective below:

Provided that authority is granted by the Fund, effective January 2, 2009, or on the first day of the calendar month after the Fund so allows, the following contribution rates shall apply:

Master Journey Level (Body repair & finish) \$260.00

Journey Level, Soft Collision \$100.00

If the Fund does not allow the rates set forth above, the monthly contribution shall be the minimum allowed by the Fund, but no more than Three Hundred Forty-Five Dollars (\$345.00) per month.

Automotive Industries Pension Rehabilitation Plan

Automotive Industries has recently revised its Pension Rehabilitation Plan to reduce the pension surcharge effective January 1, 2013, from 12.5% to 5%. Therefore, as per the Automotive Industries Pension Rehabilitation Plan, the Employer agrees 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 following reflects the surcharge:

Jan 1, 2015
\$399.57

In the event that the increase required by the Automotive Industries Pension Fund or its successor fund as provided by its Rehabilitation Plan is less than the 5% increases set forth above, the above rates shall be reduced to reflect the lower increase requirement.

All non-journeypersons, including but not limited to helpers, non-Master auto body techs and Master auto body painters, hired after July 24, 2003, shall receive fifty percent (50%) of the pension contributions set forth above.

By signing the Pension Agreement, G & M agrees to be bound by the terms of it, the Pension Fund's Trust Agreement, and the rules of the Pension Fund, as all of them may be amended from time to time. In the case of any inconsistency between the terms of the Pension Agreement and this Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall prevail.

If G & M fails to pay into such Trust Fund the monthly sum above provided, G & M shall be personally responsible to the employees herein covered for the benefits which would have been provided by such pension coverage.

If the Trustees of the above Pension Trust Fund find that an Employer has failed to make monthly contributions as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action upon the failure of G & M to make the monthly contributions as provided above.

C. 401(k) Plan.

As of May 1, 2011, the Union may establish a 401(k) Plan for the benefit of employees; provided, however, that there shall be no contribution by G & M for any such 401(k) Plan that is established.

SECTION 10 – ADJUSTMENT OF GRIEVANCES

Should a controversy, dispute or disagreement arise during the term of this Agreement regarding the interpretation or application of the Agreement as written, there shall be no strike or lockout as a result of such controversy, dispute or disagreement but the differences shall be adjusted in the following manner:

Should a grievance arise that cannot be satisfactorily adjusted by G & M and the employee, the matter should then be referred to the Business Representative of the Union and the representative of G & M for adjustment, and if the matter is not amicably settled within five (5) calendar days, a written report shall be made by the complaining party setting forth in detail the nature of the specific issues, which shall be referred to a grievance committee, as hereinafter set forth.

All complaints must be filed in writing within thirty (30) calendar days after the matter in dispute or disagreement is alleged to have occurred; provided that any complaints in reference to dismissal must be filed in writing to G & M within fourteen (14) calendar days from the date of dismissal. Complaints not filed within the limits herein specified shall be invalid and there shall be no right of appeal by any party involved. If settlement is not reached within five (5) calendar days, the unresolved grievances shall be submitted to a Board of Adjustment, which shall be appointed as follows:

AUTOMOTIVE INDUSTRIES PENSION FUND

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name G M Autobody Inc.

Address 482 East San Bruno Avenue

City San Bruno State CA Zip Code 94066 Telephone No. () 650-872-2750

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>399.57</u>	Effective: <u>January 1</u> <u>2015</u>
IARP Plan	\$ <u></u>	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.

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 1st day of January, 2015.

Employer: G M Autobody, Inc.

Union: IAM & AW, Local 1414

Authorized by (Print Name) GILBERT RAMIREZ (Print Name) Arthur J. Gonzalez

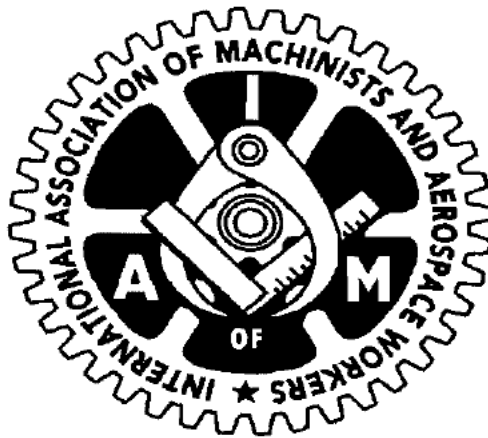
(Signature) Redacted by the U.S. Department of the Treasury

(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.

GENERAL GRINDING, INC

BETWEEN



**INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO
DISTRICT LODGE #190**

AND

GENERAL GRINDING, INC.

EFFECTIVE: AUGUST 1, 2005

TERMINATES: JULY 31, 2009

RECEIVED

MAY 08 2007

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Any remedy resulting from the Grievance Procedure shall not be retroactive for a period exceeding forty-five (45) calendar days. Failure to request such review shall negate any limitation on retroactive awards. The Employer shall have the option of reclassifying an employee back to his or her prior classification without a reduction of the employee's rate in effect at the time of the reclassification. This shall only be applicable within the first two steps of the Trainee schedule.

<u>Section 4. Helpers I</u>	<u>8/1/2005</u>	<u>3/12/2007</u>	<u>3/3/2008</u>	<u>3/2/2009</u>
	\$9.60	\$9.90	\$10.15	\$10.35

Section 5. Job Description: It is agreed that Trainees who have completed the training program as provided hereinabove will be advanced to the classification of Grinder provided that the Trainee has acquired the knowledge and/or ability to operate a major portion of the machines commonly used by a Grinder in the performance of his duties.

ARTICLE XII. HEALTH AND WELFARE, \$50,000 LIFE INSURANCE (effective May 1, 2007), DENTAL, PRESCRIPTION DRUGS, VISION CARE, DISABILITY PLAN AND RETIREE'S HEALTH AND WELFARE

Section 1. Premium payments: For the purpose of providing Health and Welfare, Dental, Prescription Drugs, Vision Care Benefits, the Accident & Sickness Disability Plan, Retiree's Health and Welfare, \$50,000 Life Insurance (effective May 1, 2007), the Employer agrees to pay into Automotive Industries Welfare Fund, premiums in accordance with the provisions of the Trust Agreement and Subscribers Agreement heretofore signed by the Employer. Contributions to the Health and Welfare Fund for New Hires will not be required until the first of the month following ninety (90) days of continuous employment.

Section 1a. The Employer agrees to pay the required Health and Welfare premiums as required in Section I above.

Section 2. Continued Insurance on Disabled Employees: Insurance shall be continued on all disabled employees in the following manner: An Employer shall be required to continue to pay premiums for three months on the account of an employee after disability is established. Following payment of the above required premium for three (3) months, the Employer shall then be required to pay one (1) additional severance premium to provide the disabled employee with insurance coverage for thirty-one (31) days from the date of the expiration of the coverage which the regular premiums provide.

ARTICLE XIII. PENSION TRUST FUND

Section 1. By reference there is attached hereto and made a part hereof as a condition of this agreement, a Pension plan, covering members of affected Unions coming under the scope of this agreement and amendments hereto, identified as Pension Agreement, Exhibit "B". Monthly payments shall be as follows:

8/1/2005
\$230.00

Firm Name GENERAL GRINDING, INC.
 Address 801 - 51st Avenue City Oakland State CA Zip Code 94601

Monthly Contribution Rate
 In Collective Bargaining
 Agreement \$ 230.00 Effective AUGUST 1, 20 05
 \$ _____ Effective _____, 20 _____
 \$ _____ Effective _____, 20 _____

PENSION AGREEMENT

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

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

- A. **Contributions Required.** The undersigned Employer agrees to be bound by all of the terms, conditions and provisions of the said Pension Trust Agreement, and to pay to the Fund all sums of money required to be paid as Employer pension contributions either (1) under the terms of the collective bargaining agreement between the undersigned Employer and the undersigned Union, or (2) under the provisions of the federal labor law.
- B. **Employees Covered.** The following persons are covered by this Agreement: Each person who is employed at any time during the month, while not on a leave of absence without pay, who is either (1) working under a bargaining agreement between the Employer and a participating union, or (2) working in a situation in which contributions are required to be made on his behalf under federal labor law.
NOTE: Any covered employee who is also a shareholder of the Employer may participate in the Fund only if the Fund receives (1) an attorney certification letter in the form required by the Fund, and (2) a stockholder/employee waiver document in the form required by the Fund.
- C. **Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly Employer payments at the rates stated herein for all employees covered under paragraph B, unless excepted under paragraph D.
- D. **Payment Procedures.**
 - (1) **Covered Employees.** The undersigned Employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for all covered employees for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Whenever applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned Employer agrees that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect. Employer agrees that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
 - (2) **Payment Due Date.** Monthly payments are due from the Employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph B employed by the Employer at any time during the month prior thereto, except as provided in subparagraphs (3) and (4).
NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days.
 - (3) **New Hires.** For new employees the first payment is due on the first day of the second month following the date of hire.
 - (4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.
 - (5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.
- E. **Liability for Nonpayment.** Contributions are due on the first (1st) of the month and considered delinquent if not postmarked on or before the twentieth (20th) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the Employer fails to make the contributions required by this Agreement, the Employer shall be personally responsible to the union and employees herein covered for the benefits which would have been provided by such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection. The Employer shall likewise be subject to any grievance procedure in the current collective bargaining agreement requiring contributions to the Fund.
- F. **Plan Documents.**
 - (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
 - (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
 - (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.
- G. **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.

RECEIVED

MAY 08 2007

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GENUINE MOTORS LLC

AGREEMENT

THIS AGREEMENT, entered into this 1st day of January, 2014 by and between **Genuine Motors LLC**, hereinafter referred to as the EMPLOYER; and the INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE #190, hereinafter referred to as the UNION, shall be as follows:

WITNESSETH

SECTION 1. PURPOSE:

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

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

SECTION 2. JURISDICTION:

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

SECTION 3. UNION SECURITY:

(a) Employees covered by this Agreement who are not members of the union, shall, as a condition of their continued employment, tender to the Union the customary initiation fee and monthly dues uniformly required within thirty-one (31) days after the beginning of their employment, the execution of this Agreement, or the effective date of this Agreement, whichever is the later.

SECTION 15. SUBCONTRACT WORK:

The Employer may sub-contract the work of any classification listed in Appendix "A" and he will, whenever reasonably possible, require that such outside work be performed by employees who receive no lesser conditions than those covered by this Agreement.

SECTION 16. HEALTH & WELFARE:

(a) The Employer hereby agrees to provide each regular employee covered by the terms of this Agreement, including his eligible dependents, an insured life, hospital, medical, surgical, and Dental Plan 9 insurance plan at a cost of 20% of the monthly premium employee contribution each month and 80% of the monthly premium employer contribution cost for the life of this Agreement. The Employer will deduct the amount needed for the Trust on the gross pay before taxes. New employees will have a 60 day probationary period before employer pays to the Automotive Industries Health and Welfare Plan.

(b) The level of benefits shall be maintained and may be changed by the Board of Trustees of the Trust Fund only, for the life of this Agreement at not less than those agreed upon as of the date of execution of this Agreement. Any increase in premium cost shall be borne by Employer, per paragraph (a) above.

(c) It is understood and agreed that any dispute with respect to benefits or entitlement thereto shall be resolved pursuant to the grievance-arbitration procedures herein contained.

(d) Employer agrees to continue Health & Welfare premium payments for at least six (6) months on behalf of employees incapacitated from work due to extended illness or accident.

(e) Employer agrees to continue Health & Welfare premiums for twelve (12) months on behalf of an employee incapacitated from work due to an injury or accident sustained on the job.

SECTION 17. PENSIONS:

(a) Effective January 1, 2012 through December 31, 2014 the Employer agrees to contribute to the Automotive Industries Pension Trust Fund the sum of Twenty Five dollars (\$25.00) per month per regular employee covered by this Agreement.

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

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

- (d) In accordance with the Funding Rehabilitation Plan that was put in place effective 3/28/2008 pertaining to the collective bargaining agreements renewed after 3/8/2012, the Employer agrees with the Rehabilitation Plan in its entirety and this new section is an acceptance of the said plan. Contributions to the Automotive Industries Pension Plan Fund (AIP Fund) will be deducted from the maximum monthly contribution. (b) as per the schedule:
The base rate contribution rate that is used to apply the 5% annual increases is \$25 per month; in accordance with the Rehabilitation Plan dated 3/8/2012 the contribution rate to the AIP Fund are as follows: (5% increase annually)

Effective 1/1/2015 and the amount of \$28.94

Effective 1/1/2016 and the amount of \$30.39

SECTION 18. MACHINISTS 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 (15th) day of the month following the completion of the work month in which 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.

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

SECTION 19. WEEKLY PAY PERIODS:

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

SECTION 20. GRIEVANCE SETTLEMENT PROCEDURES:

(a) The Employer and the Union agree to meet and deal with each other or through their duly authorized representatives only on the adjustment of disputes arising from the

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Genuine Motors, LLC
Address 68 Hamilton Dr. Suite H
City Novato State CA Zip Code 94949 Telephone No. (415) 382-0368

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$25.00	Effective: January 1, 2015
IARP Plan	\$	Effective: 20

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 29th day of June, 2015.

Employer: Genuine Motors, LLC Union: IAMAW District Lodge 190, Lodges 1596 and 1173

Authorized by (Print Name) Jeff Zell (Print Name) Thomas J. Brandon, Area Director

(Signature) Redacted by the U.S. Department of the Treasury

(Signature) Redacted by the U.S. Department of the Treasury

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

GEORGE MCGILL'S BODY SHOP

EFFECTIVE: SEPTEMBER 1, 2014
THROUGH: AUGUST 31, 2016

AGREEMENT

between

GEORGE MC GILL'S BODY SHOP

and

MACHINISTS AUTOMOTIVE TRADES DISTRICT

LODGE NO. 190 OF NORTHERN CALIFORNIA

and

AUTO, MARINE AND SPECIALTY PAINTERS LOCAL NO. 1176

THIS AGREEMENT is made and entered into this 1st day of September, 2014, by and between the GEORGE MC GILL'S BODY SHOP, first party, hereinafter called the EMPLOYER and the EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546 (affiliated with MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, a party to this agreement), and AUTO, MARINE AND SPECIALTY PAINTERS UNION, LOCAL NO. 1176, second party hereinafter collectively called the UNION.

ARTICLE I. DEFINITIONS

Section 1. The term "Employer" as used herein shall refer to the George Mc Gill's Body Shop. The term "Union" as used herein shall refer to the Machinists Automotive Trades District Lodge No. 190 of Northern California and the Local Unions - East Bay Automotive Machinists Lodge No. 1546 and Auto, Marine and Specialty Painters Local No. 1176, signatory hereto.

ARTICLE II. RECOGNITION AND BARGAINING AGENT

Section 1. Recognition: The Employer hereby agrees to recognize the Union as the sole, exclusive bargaining agent, and this Agreement shall cover all employees of the Employer who are working or may perform work, coming within the work jurisdiction of the Unions as hereinafter described.

ARTICLE XX. DISABILITY PLAN

Section 1. The Employer signatory to this agreement shall pay a premium per month per eligible employee to the Automotive Industries Health and Welfare Fund the sum set by the Trustees of the Fund for the purpose of providing Disability Benefits for eligible employees. The Employer further agrees to pay any additional premiums required to pay the benefits established by the plan upon notification by the Automotive Industries Health and Welfare Fund.

Section 2. The terms and operation of the disability plan shall not be determined by the collective bargaining agreement and the Employer's sole obligation shall be to make the payments hereinabove specified, as well as all reports required by the Plan.

Section 3. The initial terms and operation of the disability plan shall be determined by the Trustees of Automotive Industries Welfare Plan after consultation with and advice from the parties to this collective bargaining agreement.

The benefits to be provided and the method of filing claims shall be communicated to the covered Employers and employees by the Administrative Office of Automotive Industries Welfare Fund.

Section 4. Any changes in benefit structure or other elements of the plan during the life of this collective bargaining agreement shall be accomplished in the same manner as the establishment of the initial terms.

Section 5. The Employer also agrees to abide by the decisions and actions of the Board of Trustees of the Automotive Industries Welfare Fund and to sign any Subscriber Agreement(s) that are required by the Disability Plan. The Subscriber Agreement(s) herein referred to are attached.

ARTICLE XXI. PENSION

Section 1. The Employer shall pay a monthly premium in the following amounts on behalf of each eligible employee to the Automotive Industries Pension Trust Fund:

<u>Effective</u>	<u>Amount</u>
September 1, 2014	\$460.00

- A. New Hires (after ratification date) shall be eligible for Pension contributions on the first of the month following the date of completion of their probationary date.
- B. The classifications of Soft/Minor Collision Technician become eligible as per Paragraph A above, the contribution amount shall be one-half (50%) of the maximum Pension as per Section above.

The Employer further agrees to sign the Pension Subscriber Agreement which is attached to an incorporated herein by reference thereto.

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105

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May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name GEORGE MCGILL'S BODY SHOP

Address 560 E. Lewelling Boulevard

City San Lorenzo State CA Zip Code 94580 Telephone No. (510) 276-7647

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 460.00 Effective: SEPTEMBER 1, 2014

IARP Plan \$ _____ Effective: _____, 20____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

(4) **Terminations.** For employees who are no longer actively employed by the Employer, the last payment is due on the first day of the month following the last date of active employment. Employees on vacation or holidays after the

termination of active employment shall not be deemed to continue to be actively employed by the Employer for the purpose of determining employer payments due.

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

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

F. Plan Documents.

- (1) **Trust Agreement.** The undersigned Employer understands that the Fund's Trust Agreement was entered into effective September 1, 1955. That Trust Agreement provides that an Employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned Employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Fund. The undersigned Employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.
- (2) **Plan.** The undersigned Employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.
- (3) **Rules and Regulations.** The undersigned Employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to Employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of Employer contributions.

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

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

- (1) Effective 1/1/2013, an amount of \$105.00
- (2) Effective 1/1/2014, an amount of \$110.25
- (3) Each year thereafter, the contribution rate to the AIPP will increase 5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 23 day of January, 20 15.

Employer: GEORGE MCGILL'S BODY SHOP Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) MANUEL GARCIA, OWNER (Print Name) PATRICK WOODWARD
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

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

GILLIG LOCAL 1176

A G R E E M E N T

between

GILLIG CORPORATION

and

AUTO, MARINE AND SPECIALTY PAINTERS

District Council 16

Local Union 1176

For the period:

January 1, 2007

through

December 31, 2009

Covering: Paint Department Employees (Except Body Shop)

25800 Clawiter Road

Hayward, CA 94545

SECTION 12. PENSION PLAN

12.1 Employer Contribution & Eligibility

For employees who are members of Auto, Marine & Specialty Painters Union, Local 1176, the Employer shall pay the sum of \$376.41 per month per employee to the Automotive Industries Pension Trust Fund to provide pension benefits. Contribution amounts may vary based on Section 11.3 above.

The Employer shall transmit said pension payments to the Automotive Industries Pension Trust Fund, and the Employer shall pay Fifteen Dollars (\$15.00) per month to the Supplemental Income 401(k) Plan Fund on the first (1st) day of each month, and in no event later than the fifteenth (15th) day of each month.

New employees of the Employer shall become eligible for participation in the Pension Plan upon the first (1st) day of the month following completion of ninety (90) calendar days of employment.

SECTION 13. NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, or union activities against any employee or applicant for employment by the Employer or by anyone employed by the Employer; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

SECTION 14. LEAVE OF ABSENCE

14.1 Approved Leaves

Employees with more than one (1) year of continuous service shall be granted leaves of absence of from not less than one (1) week to thirty (30) days. Leaves in excess of thirty (30) days, not to exceed six (6) months, if granted, shall be in writing with a copy sent to the Union.

If the Company believes the number of leaves requested at any one time hampers the functioning of a department, after all other reasonable efforts are made to otherwise staff the department, it may deny further leaves, using seniority and need as its criteria for doing so.

Requests for unpaid funeral leave extensions may be for periods of less than one (1) week.

A vacation request which has been denied may not be changed to a request for a leave of absence and a request for a leave of absence may be denied when a full complement of employees is on vacation.

A leave will be denied if the Company believes it has been requested to circumvent the attendance policy. Such a denial is subject to the grievance procedure. The Company may deny a leave that is an extension of a vacation; provided however, a one (1) week leave will be granted as an extension to a vacation for the purpose of traveling to a foreign country, if the ten percent (10%) departmental limitation is not exceeded.

An employee will only be granted a second leave of absence exceeding two (2) week's duration during the term of the Agreement if the employee uses, or has used, all remaining vacation and personal holidays in lieu of unpaid time off.

An employee on leave shall not engage in gainful employment without written permission from both the Company and the Union.

Vacation time shall not accrue while an employee is on a leave, nor shall holidays which occur during a leave be paid.

Family and medical leaves shall be granted in accordance with Federal and State laws and the regulations issued pursuant to such laws.

Painters

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Gillig
Address 25800 Clavier Road
City Hayward State Ca Zip Code 94545 Telephone No. (510) 785-1500

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>418.00</u>	Effective: <u>20</u>
IARP Plan	\$ _____	Effective: <u>20</u>

+5%
(D)

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 20_____.

Employer: Gillig Union: _____

Authorized by (Print Name) Pamela J. McKenna (Print Name) _____

(Signature) Redacted by the U.S. Department of the Treasury (Signature) _____

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.)

GILLIG LOCAL 853

A G R E E M E N T

between

GILLIG CORPORATION

and

TEAMSTERS LOCAL 853

For the period:

January 1, 2007

through

December 31, 2011

**Covering: Production and Maintenance Employees
25800 Clawiter Road
Hayward, CA 94545**

RECEIVED

ATPA

the increases exceed the original difference, the employees will be required to divert the difference from the scheduled wage increase in accordance with the provisions of the preceding paragraph.

SECTION 12. PENSION PLANS

12.1 Company Contribution & Eligibility

Effective January 1, 2007, for employees who are members of Teamsters Local 853, the Company shall pay the sum of Three Hundred Eighty Dollars and Sixty-Six Cents (\$380.66) per month per employee to the Automotive Industries Pension Trust Fund to provide pension benefits.

In addition to the amounts listed in the paragraph above, the Company shall pay Fifteen Dollars (\$15.00) per month to the Supplemental Income 401 (k) Plan. The Company agrees to make weekly pre-tax deductions as directed by the employees and forward the deductions, along with the above referenced contribution, to the 401(k) Plan administrator on a timely basis as required by law. The Company also agrees to pay the monthly administrative fee on behalf of each participating employee.

The Company shall transmit said pension payments to the Automotive Industries Pension Trust Fund, the Supplemental Pension Benefit Trust Fund and the Supplemental Income 401(k) Plan Fund on the first (1st) day of each month, and in no event later than the fifteenth (15th) day of each month.

New employees of the Company shall become eligible for participation in the Pension Plan upon the first (1st) day of the month following completion of ninety (90) calendar days of employment.

SECTION 13. NO DISCRIMINATION

There shall be no discrimination of any kind because of race, creed, color, national origin, sex, or union activities against any employee or applicant for employment by the Company or by anyone employed by the Company; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

SECTION 14. LEAVE OF ABSENCE

14.1 Approved Leaves

Employees with more than one (1) year of continuous service shall be granted leaves of absence of from not *less* than one (1) week to thirty (30) days. Leaves in excess of thirty (30) days, not to exceed six (6) months, if granted, shall be in writing with a copy sent to the Union. Personal leaves of absence will not be granted to employees on a final for attendance.

Prior to receiving a personal leave of absence, an employee must first have used all available earned vacation and all earned personal holidays.

If the Company believes the number of leaves requested at any one time hampers the functioning of a department, after all other reasonable efforts are made to otherwise staff the department, it may deny further leaves, using seniority and need as its criteria for doing so.

Requests for unpaid funeral leave extensions may be for periods of less than one (1) week.

A vacation request, which has been denied, may not be changed to a request for a leave of absence and a request for a leave of absence may be denied when a full compliment of employees is on vacation.

A leave will be denied if the Company believes it has been requested to circumvent the attendance policy. Such a denial is subject to the grievance procedure. The Company may deny a leave that is an extension of a vacation; provided however, a one (1) week leave will be granted as an extension to a vacation for the purpose of traveling to a foreign country, if the ten percent (10%) departmental limitation is not exceeded.

Teamsters

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105
POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Gillig
Address 25800 Chawater Road
City Hayward State Ca Zip Code 94545 Telephone No. (510) 785-1500

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>380.66</u>	Effective: <u>20</u>
IARP Plan	\$ _____	Effective: <u>20</u>

+5%
(P)

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

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

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

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

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(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.

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

(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 _____ day of _____, 20_____.

Employer: Gillig Union: _____

Authorized by (Print Name) Patricia J. McKenna (Print Name) _____

Redacted by the U.S. Department of the Treasury

(Signature) _____ (Signature) _____

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