

- (5) The Company agrees to accept reasonable provisions of the various Plan and Trust Agreements.
- (6) Should the cost of the 701 health and welfare plan be greater than \$250 per week in years four and five of the Agreement, the parties will meet to determine how the excess cost will be covered.

This article does not apply to employees covered under the Service Workers Supplemental Agreement. Health and Welfare benefits and retirement benefits for those employees are described in the Supplemental Agreement.

ARTICLE 9 - PROBATIONARY PERIOD

A new employee will be given a trial period of sixty (60) calendar days from his seniority date in which to demonstrate his ability to properly perform the duties for which he was hired. It is understood that during the above sixty (60) calendar day period, none of the provisions of this Agreement covering discharge will apply.

ARTICLE 10 - TRAINEE PROGRAM

It is agreed that the Company will institute a Trainee Program for future journeyman employees. Employees in the Trainee Program will be considered a separate classification and accumulate and retain seniority among themselves. When furloughs are necessary, Trainees will be furloughed prior to journeymen regardless of seniority. The Trainee Program will include three years of on-the-job training and related classroom type instruction provided by the Company or third party providers, which may consist of technical schools, local colleges, or component suppliers. During the Trainee Program, the Company will pay the tuition cost of approved trade or vocational school.

The Trainee Program will consist of a three year training period. The length of the training program depends on the background and progress of the trainee. The trainee's progress will be monitored through observation, written testing and practical application for each subject. No trainee shall be allowed to work without a journeyman or master mechanic supervision during the first year of training unless approved by the committee. The Committee will consist of a journeyman mechanic, one IAM representative, one supervisor, and the garage manager.

At the end of each quarterly evaluation period, a review will be held by the Committee to determine progress. If the trainee has two consecutive unsuccessful evaluation periods, the selection Committee may terminate the trainee from the program. If there is a disagreement and the Committee is deadlocked on the Trainee's third evaluation progress, the trainee will be terminated from the program.

Employees may be given credit for previous experience/training. No provision of this trainee program shall conflict with the terms of this Agreement. Trainees will be assigned working hours that will allow for on-the-job training in the various journeyman skill sets and to attend classroom instruction.

The probability of successful completion of the trainee program cannot be determined by length of service alone. Therefore, other factors must be considered. They are dependability, mechanical aptitude, attitude, maturity, and overall work history.

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 GREYHOUND LINES, INC.

Address 350 North St. Paul Street

City Dallas State TX Zip Code 75201 Telephone No. (214) 849-7541

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>282.00</u>	Effective: <u>October 1, 20</u> <u>13</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

E. Liability for Nonpayment. Contributions are due on the first (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 6th day of December, 2013.

Employer: GREYHOUND LINES, INC. Union: I.A.M. & A.W.

Authorized by (Print Name) DAVID S. LEACH (Print Name) H. Skip Hatch
 (Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

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

H W MC KEVITT CO INC

AGREEMENT

between

**H.W. MCKEVITT COMPANY, INC.
(VOLVO)**

and

**EAST BAY AUTOMOTIVE MACHINISTS
LOCAL LODGE 1546**

**TEAMSTERS AUTOMOTIVE EMPLOYEES
LOCAL NO. 853**

**Effective: July 1, 2013
Through: July 31, 2017**

4. Dividends on Premiums: Any dividends on premiums received for the insurance company shall not be payable to the Employer but shall be held in a reserve fund by the Trustees for the purpose of enlarging the benefits to employees and dependents covered by this plan as may be accomplished from said dividends on premiums in the manner determined by the Trustees.

5. Continued Insurance Following Termination: Insurance will be continued for thirty-one (31) days following the effective date of discharge, permanent layoff or voluntary quit of an employee.

6. Leaves of Absence: In the event leave of absence is granted by the Employer, insurance may be continued on such employees during such time as the employee is on leave of absence, provided, however, that such insurance shall not be continued in effect for an employee on leave of absence for a period in excess of three (3) calendar months.

ARTICLE XX. RETIREMENT BENEFITS

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:

2. New Hires shall be eligible for Pension contributions on the first of the month following the date of completion of their sixty (60) working days for Pension as otherwise specified in the contract.

3. The Employer shall contribute \$616.66 into the Automotive Industries Pension Trust Fund on behalf of each bargaining unit employee.

4. Any Journeyman Mechanic or Journeyman Parts Technician hired after July 1, 2002 shall receive the following percentages of the contribution amount stated above:

First Year of Employment:	50%
Second Year of Employment:	70%
Third Year of Employment:	80%
Fourth Year of Employment:	90%
Fifth Year of Employment:	100%

Except any technician with prior experience working in an automotive dealership and covered under a collective bargaining agreement with Automotive Machinists District Lodge No. 190 shall receive credit for prior service and the number of years previous pension contributions (up to 100% maximum).

5. When current and new hire employees under the classifications of Senior Installer or Senior Parts/Stockroom Tech become eligible as per Paragraph 2 above, the Employer shall contribute \$431.67 into the Automotive Industries Pension Trust Fund on their behalf. (NOTE: 70% of Journeyman contribution)

6. When current and new hire employees under the classifications of Installer, Stockroom Tech, and all Teamsters become eligible as per Paragraph 2 above, the Employer shall contribute \$308.33 into the Automotive Industries Pension Trust Fund on their behalf. (NOTE: 50% of the Journeyman contribution)

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

8. The parties further acknowledge that the Automotive Industries Pension Plan is seriously underfunded, and is subject to a Rehabilitation Plan as determined by the Trustees. The parties agree that the Employer shall be entitled to an offset for any mandatory supplemental contributions, surcharges or other fees, either arising from the Rehabilitation Plan or mandated by statute or other governmental action, above and beyond the monthly contributions set forth in this Agreement against employee wages. Any amount charged by the Automotive Industries Pension Plan, based on an employee's contribution rate, will be deducted in a single lump sum on a pre-tax basis once per month from that employee's paycheck. Notwithstanding such modification, any premium pay or overtime pay paid to Employees shall be calculated on the basis of the hourly wages before such modification, and any hourly payments due to Employees for which pension contributions are not due shall be paid on the basis of the hourly wages before such modification.

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

10. The Employer and the Union agree to provide for employee contributions through payroll deduction to the California Machinists 401(k) Plan.

The Employer agrees that upon written authorization from each of 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 employees.

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 to be bound to the Trust Agreement establishing the California Machinists 401(k) Trust and to accept and be bound to said 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 purpose 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.

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 H.W. MCKEVITT COMPANY, INC. (VOLVO)

Address 467 Marina Boulevard

City San Leandro State CA Zip Code 94577 Telephone No. (510) 895-5000

Monthly Contribution Rate in Collective Bargaining Agreement

****JOURNEYMAN CLASSIFICATION \$616.66****

**Defined Benefit Plan: JOURNEYMAN MECH. OR PARTS TECHS HIRED AFTER 7/1/02
50% 1ST YEAR; 70% 2ND YEAR; 80% 3RD YEAR; 90% 4TH YEAR & 100% 5TH YEAR**

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 30 day of September, 2014.

H.W. MCKEVITT COMPANY, INC. MACHINISTS AUTOMOTIVE TRADES DISTRICT
 Employer: (VOLVO) Union: LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) SOM HITE (Print Name) PATRICK WOODWARD
 Redacted by the U.S. Department of the Treasury Redacted by the U.S. Department of the Treasury
 (Signature) [Redacted] (Signature) [Redacted]

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

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

AUTOMOTIVE INDUSTRIES PENSION FUND

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Address 467 Marina Boulevard

City San Leandro State CA Zip Code 94577 Telephone No. (510) 895-5000

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>616.66</u>	Effective: <u>JULY 1</u> <u>20</u> <u>13</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

**JOURNEYMAN CLASSIFICATION

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