

(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 28 day of November, 2012.

Employer: I.A. of M. Lodge 190

Union: Machinist District Lodge 190

Authorized by (Print Name) W.J. Schechter

(Print Name) James H. Beno

(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.)



MACHINISTS AUTOMOTIVE TRADES

DISTRICT LODGE 190

7717 Oakport Street, Oakland, CA 94621 (510) 632-3661 Fax (510) 632-4171

JAMES H. BENO, Directing Business Representative

LETTER OF UNDERSTANDING

IA of M Lodge 190 (E# 04-05216010 02; 04-10665000 02; 04-05216020 02) through delegate action at its November 27, 2012 meeting has agreed to comply with the Rehabilitation Plan established by the Board of Trustees of the Automotive Industries Pension plan and to comply with the revised supplemental contribution rate which was lowered from 12.5% to 5%.

IA of M Lodge 190

Redacted by the U.S.
Department of the
Treasury

By:

W. J. Schechter
Secretary-Treasurer

Date:

12/26/12

Machinists District 190

Redacted by the U.S. Department of the
Treasury

By:

James H. Beno
Directing Business Representative

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.altrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name L. A. OF M LODGE 190 (E# 04-10465000 02)

Address 7717 OAKPORT STREET

City OAKLAND State CA Zip Code 94621 Telephone No. (510) 632-3661

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>500.00</u>	Effective: <u>12/1</u> <u>20 12</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 28 day of NOVEMBER, 2012.

Employer: I. A. OF M LODGE 190 Union: MACHINISTS DISTRICT 190

Authorized by (Print Name) WILL SCHNEIDER (Print Name) JAMES H. BEND

(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.)

I A OF M LODGE 725

AGREEMENT

THIS AGREEMENT BY AND BETWEEN

DISTRICT LODGE 725

hereinafter referred to as the "Employer" and MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA for and on behalf of MACHINISTS AND MECHANICS LODGE NO. 2182, I.A.M. & A.W., hereinafter referred to as the "Union."

WITNESSETH:

SECTION 1: RECOGNITION AND JURISDICTION OF AGREEMENT

The employer recognized the Union as the sole bargaining agency for all its clerical workers.

SECTION 2: UNION SECURITY

A. All employees covered by this Agreement shall make application to become and remain members of the Union. New employees shall make application to become members of the Union not later than sixty (60) days from date of hire or from date of execution of this Agreement, whichever is later. Any employee refusing to become a member of the Union after sixty (60) days from date of hire shall be discharged upon notification from the Union. In the event the applicant is not accepted by the Union according to its Constitution and By-laws, then the employee may be retained in service and Union membership will not be a condition of his employment.

B. The Employer agrees he will notify the Union, in writing, the name(s) of all newly-hired employees within two (2) working days. Forms for this purpose shall be supplied by the Union.

SECTION 13: PENSION PLAN

A. Effective August 1, 2012, the Employer shall pay Two Hundred Ninety-Two Dollars and Two Cents (\$292.02) per month into the Automotive Industries Pension Plan on account of each eligible employee for the purpose of providing pension benefits. .

B. An eligible employee as referred to in this Section means an employee who is on the payroll of the Employer on the first of the month for which the contribution is being made.

C. The Employer shall sign a "Subscriber's Agreement" for the above benefits with the Automotive Industries Pension Plan.

D. IAM NATIONAL PENSION FUND: The Employer agrees to sign the standard contract language which outlines the IAM National Pension Fund plan as an addendum to this Agreement in addition to the above-listed Plan.

Effective August 1, 2015, the Employer agrees to contribute one dollar ninety five (\$1.95) per hour (capped at Forty (40) hours per week) per employee to the IAM National Pension Fund. Effective August 1, 2016, the Employer agrees to contribute two dollar and ten cents (\$2.10) per hour; and effective August 1, 2017, the Employer agrees to contribute two dollar and twenty five cents (\$2.25) per hour (capped at forty (40) hours per week per employee).

SECTION 14: UNION REPRESENTATIONS

Shop Stewards will be permitted in each establishment where the Union may deem necessary. The Business Representative of the Union shall be allowed to enter the establishment of the Employer at any time during working hours to check employees and working conditions after first notifying the management.

SECTION 15: UNION ACTIVITIES AND NON-DISCRIMINATION

A. No discrimination or intimidation shall be made against any employee on account of legitimate Union activities.

B. Neither the Employer nor the Union, in carrying out their obligations under this Agreement, shall discriminate in any manner whatsoever against any employee because of race, age, sex, political or religious affiliation or nationality.

C. The Employer agrees to continue its present non-discriminatory policy offering

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 MACHINISTS LODGE 725
Address 5402 Bolsa Ave.
City Huntington Beach State CA Zip Code 92649 Telephone No. (714) 898-9141

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>292.02</u>	Effective: <u>August 1, 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.

(5) **Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed 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 August, 2015.

Employer: MACHINISTS LODGE NO. 725

Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) Larry Olinger

(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.

I A OF M LODGE 1546

AGREEMENT

Between

**EAST BAY AUTOMOTIVE MACHINISTS,
LODGE 1546**

And

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 29,
AFL-CIO**

November 1, 2015 – October 31, 2018



ARTICLE 13. PENSION PLAN

Effective March 1, 1992, the Employer agrees to contribute into the Automotive Industries Pension Fund.

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

Effective February 1, 2004, a contribution of Seven Hundred Dollars (\$700.00) per month will be made for the account of each eligible employee for the duration of the Contract. The foregoing payment shall be transmitted to the Automotive Industries Pension Trust Fund Office by the Employer in the manner and as directed by the Board of Trustees of the Automotive Industries Pension Trust Fund.

To be eligible for participation in the Plan, an employee, for the purpose of this Article, shall mean any employee who is paid seventy (70) hours or more during the preceding calendar month.

Any change in additional contribution increases shall be subject to agreement between the parties to this Agreement with the understanding that pension monies, which go to Automotive Industries Pension Trust Fund, shall be contributed on the basis to provide maximum benefits to the employees subject to approval of the respective Trustees of each Pension Fund.

Effective January 1, 2013, the Employer agrees to comply with the Rehabilitation Plan of Automotive Industries Pension Plan.

Employer agrees to pay the pension surcharge to the Automotive Industries Pension Fund for the term of this agreement.

ARTICLE 14. CALIFORNIA MACHINISTS 401(K) PLAN

The Employer agrees, 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 such contributions have been authorized.

The Employer further agrees that he or it agrees to be bound to the Trust Agreement establishing the California Machinists 401(k) Trust and to accept and be bound to said Trust document as it presently exists or may hereinafter be amended or modified by the Trustees of said Trust Fund.

The Employer further agrees to authorize the Employer Trustees appointed to said Trust as he 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.

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 EAST BAY AUTOMOTIVE MACHINISTS LOCAL 1546

Address 10260 MacArthur Boulevard

City Oakland State CA Zip Code 94605 Telephone No. (510) 638-6705

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>700.00</u>	Effective: <u>NOVEMBER 1 20 15</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

E. Liability for Nonpayment. Contributions are due on the first (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 3rd day of December, 2015.

OFFICE & PROFESSIONAL EMPLOYEES

Employer: EAST BAY AUTOMOTIVE MACHINISTS
LOCAL 1846

Union: INTERNATIONAL UNION, LOCAL 29

Authorized by (Print Name) DON CROSATTO

(Print Name) KELLY GSCHWEND

(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.)

I A OF M LODGE 2182

AGREEMENT

between

OFFICE AND PROFESSIONAL EMPLOYEES OF LOCAL 2182

and

MACHINISTS AND MECHANICS LOCAL LODGE NO. 2182

THIS AGREEMENT made and entered into this 31st day of December, 2012 by and between *MACHINISTS AND MECHANICS LOCAL LODGE NO. 2182*, hereinafter called the "Employer" and *MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190* and on behalf of *MACHINISTS AND MECHANICS LODGE NO. 2182, I.A.M. & A.W.*, hereinafter called the "Union".

WITNESSETH:

SECTION 1. **RECOGNITION**

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all full-time office employees.

SECTION 2. **UNION SECURITY**

2.01 All employees covered by this Agreement shall make application to become and remain members of the Union. New employees shall make application to become members of the Union not later than thirty-one (31) days from date of hire or from date of execution of this Agreement, whichever is later. Any employee refusing to become a member of the Union after thirty-one (31) days from date of hire shall be discharged upon notification from the Union. In the event the applicant is not accepted by the Union according to its Constitution and By-laws, then the employee may be retained in service and Union membership will not be a condition of employment.

2.02 The Employer agrees he will notify the Union, in writing, the name(s) of all newly hired employees within two (2) working days. Forms for this purpose shall be supplied by the Union.

11.04 *PRESCRIPTION DRUG PLAN:* The Employer shall pay into the Automotive Industries Welfare Fund the applicable premium necessary to obtain Prescription Drug benefits for eligible employees and their dependents under said Plan.

11.05 *LIFE INSURANCE:* The Employer shall pay into the Automotive Industries Welfare Fund the applicable premium necessary to obtain a total of \$50,000 Life Insurance benefits for eligible employees and their dependents under said Plan.

11.06 *DISABILITY PLAN:* The Employer shall pay into the Automotive Industries Welfare Fund the applicable premium necessary to obtain Disability Plan benefits for eligible employees under said Plan.

11.07 The Employer shall sign a "Subscriber's Agreement" for the above benefits with the Automotive Industries Welfare Fund.

11.08 *NEW HIRES AND TERMINATIONS:* For new employees the first payment is due on the first day of the month following hire. For terminated employees, the last payment is due on the first day of the month following termination.

11.09 *DISABLED EMPLOYEES:* For disabled employees, monthly payments will be due for three (3) months in addition to the termination premium.

11.10 *LEAVE OF ABSENCE:* In the event leave of absence is granted by the Employer, monthly payments may be continued on such employee during such time as the employee is on leave of absence, but not to exceed twelve (12) calendar months at the employee's expense.

SECTION 12. PENSION PLANS

12.01 AUTOMOTIVE INDUSTRIES PENSION FUND

Effective December 31, 2012, the Employer shall pay Two Hundred Dollars (\$200.00) per month into the Automotive Industries Pension Plan on account of each eligible employee for the purpose of providing pension benefits. An eligible employee as referred to in this Section means an employee who is on the payroll of the Employer on the first of the month for which the contribution is being made. The Employer shall sign a "Subscriber's Agreement" for the above benefit with the Automotive Industries Pension Plan.

12.02 I.A.M. NATIONAL PENSION FUND

A. The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof for which employee(s) in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows: \$2.95 per hour effective January 1, 2013.

B. The Employer shall continue contributions based on a forty (40) hour workweek while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contribution whenever an employee receives severance pay, vacation pay at termination or vacation pay in lieu of time off.

C. Contributions for a new, temporary, probationary, part-time and full-time employee are payable from the first day of employment.

D. The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

E. The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employee(s) and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension article or reduces the contribution rate. The parties may increase the contribution rate and/or add job classifications or categories of hours for which contributions are payable.

F. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

SECTION 13. SICK LEAVE

13.01 Where an employee who has established seniority is unable to report for work on his/her regular shift by reason of illness, he/she will be paid the amount he/she would have been paid if he/she had worked an eight (8) hour day.

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 MACHINISTS & MECHANICS LODGE NO. 2182

Address 967 Venture Court

City Sacramento State CA Zip Code 95825 Telephone No. (916) 929-1040

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 200.00

Effective: January 1, 2013

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 31 day of December, 2012.

Employer: OFFICE & PROFESSIONAL EMPLOYEES Union: MACHINISTS & MECHANICS LODGE NO. 2182
OF LOCAL 2182

Authorized by (Print Name) Pinky McNeely (Print Name) Mark Martin
Redacted by the U.S. Department of Redacted by the U.S. Department of the
(Signature) the Treasury (Signature) Treasury

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

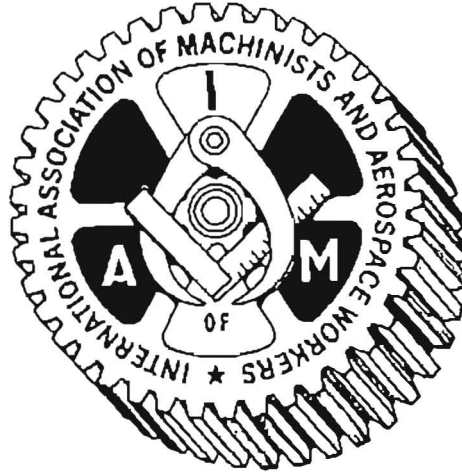
INDUSTRIAL MACHINE SHOP

AGREEMENT

RECEIVED

JUL 15 2016

ATPA



BETWEEN

INDUSTRIAL MACHINE SHOP

AND

DISTRICT LODGE 190

FOR AND ON BEHALF OF

LOCAL LODGE 93

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

EXPIRES: March 31, 2019

SECTION 23. PENSION PLAN

The Pension Plan for employees covered by this Agreement is set forth in a separate agreement between the parties hereto entitled "Automotive Industries Pension Plan". The monthly contribution rate shall be one hundred sixty-two dollars and fifty cents (\$162.50) per employee effective September 1, 2007.

SECTION 24. SICK PAY

The Employer agrees to provide for up to three (3) days per year of paid time off for verified illness or injury, to be accrued at the rate of two (2) hours per "qualified" month, with unused sick time to be paid at year's end. Medical verification of illness will not be required for absences of one day's duration.

SECTION 25 PROGRESSIVE DISCIPLINE PROCEDURES:

Violations of Company Rules and Policies will result in progressive disciplinary action.

- 1st Offense – Verbal warning
- 2nd Offense – Formal write-up
- 3rd Offense – One (1) to Three (3) day suspension
- 4th Offense – Termination

Major Violations, such as Theft, Vandalism, Threats or Acts of Violence, being under the influence of Alcohol or Drugs, or Possession of Alcohol or Drugs on the Employer's premises, may be cause for immediate Termination.

Safety Violations:

Safety violations resulting in injury to the employee or any other person as a result of willful negligence may also be considered a Major Violation.

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

RECEIVED

JUL 15 2016

PENSION SUBSCRIBER AGREEMENT

ATPA

Firm Name Industrial Machine Shop

Address PO Box 5367

City Salinas State CA Zip Code 93915 Telephone No. (831) 424-1614

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>162.50</u>	Effective: <u>April 1</u> 20 <u>16</u>
IARP Plan	\$ _____	Effective: _____ 20____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

(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 6 day of June, 2014.

Employer: Industrial Machine Shop

Union: IAM & AW Local Lodge 93

Authorized by (Print Name) Charles Wilson

(Print Name) Richard Breckenridge

Redacted by the U.S. Department of the Treasury

Redacted by the U.S.

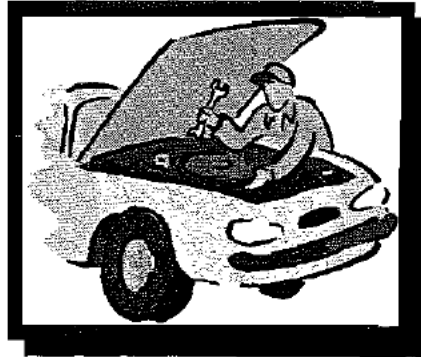
(Signature)

(Signature)

Department of the Treasury

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

INSIDE GARAGE INC



INSIDE GARAGE, INC.

COLLECTIVE BARGAINING AGREEMENT

July 1, 2013, through June 30, 2016

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

A. Plan Type: Plan B

B. Benefits: The disability benefits available to eligible employees as determined by the rules of the Welfare Fund.

C. Contributions: Employer contributions will be payable at the rates and on the employees as provided in the Health and Welfare Agreement (Disability Benefits) signed by the Employer.

By signing the Health and Welfare Agreement (Disability Benefits), the Employer 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 and Welfare Agreement (Disability Benefit) and this collective bargaining agreement, the terms of the Health and Welfare Agreement (Disability Benefit) shall prevail.

SECTION IX – PENSION PLAN

The Employer 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: 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: Employer contributions will be payable on the employees as provided in the Pension Agreement at the following monthly contribution rate of \$105.00.

New hires shall be eligible for and begin earning pension benefits after ninety (90) calendar days of employment.

By signing the Pension Agreement, the Employer 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 Pension Agreement shall prevail.

Any Employer who fails to pay into such Trust Fund the monthly sum above provided 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 the 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 the Employer to make the monthly contributions as provided above.

Automotive Industries Pension Fund Rehabilitation Plan: In accordance with the Funding Rehabilitation Plan for Automotive Industries that was put in place effective 3/28/08 pertaining to collective bargaining agreements renewed after 4/27/08, the Employer agrees with the Rehabilitation Plan in its entirety and this section is an acceptance of said plan. Contributions to the Automotive Industries Pension Fund (AIP Fund) will be deducted from the maximum monthly contribution outlined above as per the following schedule: The base contribution rate that is used to apply the 5% annual increases is \$105.00 per month. In accordance with the Rehabilitation Plan dated 3/28/08, the contribution rates shall be as follows:

Effective 1/1/13	\$105.00
Effective 1/1/14	\$110.25
Effective 1/1/15	\$115.75
Effective 1/1/16	\$121.54

SECTION X – 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 the Employer and the Employee, the matter should then be referred to the Business Representative of the Union and the representative of the Employer 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 the Employer 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:

Two (2) members shall be appointed by the Employer involved and two (2) members shall be appointed by the Union. No member or representative of the Union, Employer or representative of the Employer directly involved in, or a party to, the dispute shall be eligible to serve on the Board of Adjustment. In the event a majority of the appointees do not agree upon a settlement of the dispute or grievance within five (5) calendar days after their meeting, either party may request final and binding arbitration.

Such request must be made in writing within ten (10) working days of the Board of Adjustment decision. If the parties are unable to select an arbitrator within ten (10) working days, an arbitrator shall be selected from a list of seven (7) names.

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 Inside Garage, Inc.

Address 211 -87th Street

City Daly City State CA Zip Code 94015 Telephone No. (650)-755-6373

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>105.00</u>	Effective: <u>July 1</u> <u>20</u> <u>13</u>
IARP Plan	\$ <u> </u>	Effective: <u> </u> <u>20</u> <u> </u>

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

E. Liability for Nonpayment. Contributions are due on the first (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 July, 20 13.

Employer: Inside Garage, Inc.

Union: IAM & AW, Local 1414

Authorized by (Print Name) Joseph J. Falcione

(Print Name) David S. Taylor

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

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

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

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

KOEHLER AUTO BODY WORKS

Effective: September 1, 2007
Through: August 31, 2013

MASTER AGREEMENT

between

AUTOMOTIVE INDUSTRIES, INCORPORATED

and

EAST BAY AUTOMOTIVE COUNCIL

and

THE LOCAL UNIONS AFFILIATED WITH SAID COUNCIL

THIS AGREEMENT is made and entered into this 1st day of September, 2007, by and between the AUTOMOTIVE INDUSTRIES, INCORPORATED, a corporation, first party, hereinafter called the EMPLOYER and the EAST BAY AUTOMOTIVE COUNCIL, and the Local Unions affiliated with said Council, EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546 (affiliated with MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, a party to this agreement), AUTO, MARINE AND SPECIALTY PAINTERS UNION, LOCAL NO. 1176 and TEAMSTERS AUTOMOTIVE EMPLOYEES UNION LOCAL NO. 853, second party hereinafter collectively called the UNION.

ARTICLE I. DEFINITIONS

Section 1. The term "Employer" as used herein shall refer to the Automotive Industries, Inc., including the persons, firms, or corporations referred to as members of the Automotive Industries, Inc.

The term "Union" as used herein shall refer to the Machinists Automotive Trades District Lodge No. 190 of Northern California, the East Bay Automotive Council, and the Local Unions East Bay Automotive Machinists Lodge No. 1546: Auto, Marine and Specialty Painters Local No. 1176, and Teamsters Automotive Employees Union, Local No. 853, signatory hereto or other affiliated Unions who may hereinafter become parties to this Agreement.

Section 2. Geographical Description: This Agreement shall apply to all Employers who have given authorization to Automotive Industries, Inc., and are now members in good standing, regardless of the location of said members within the jurisdiction of District Lodge 190.

Section 6. If an employee is on Workers Compensation, Disability or bona fide Medical Leave contributions to the Automotive Industries Welfare Plan shall cease as of the first day of the month following three (3) months of extended coverage.

Section 7. The Employer shall participate in the Automotive Industries Welfare Trust Fund effective March 1, 2013 on the following basis:

Eligible employees of the Employer shall be enrolled in Automotive Industries Welfare Plan C. The Health Reimbursement Account (HRA) shall be reimbursed at 75%.

Effective March 1, 2013, eligible employees shall also be enrolled in the following additional Plan of Benefits provided through the Automotive Industries Welfare Plan.

1. \$50,000 Life Insurance
2. Dental
3. Vision
4. Orthodontics
5. Disability

Effective with the first full calendar month following March 1, 2013 and September 1, 2013, the Employer shall remit to the Automotive Industries Welfare Plan the required contribution rate for the selected Plan of Benefits referenced in the items above.

ARTICLE XX. PENSION

Section 1. The Employer shall pay, for the duration of this contract, the following amounts per month on behalf of each eligible employee, **hired before January 1, 2002**, to the Automotive Industries Pension Trust Fund:

*To be determined on the ratification date.

	<u>EFFECTIVE</u>					
	<u>9/1/07</u>	<u>9/1/08</u>	<u>9/1/09</u>	<u>9/1/10</u>	<u>9/1/11</u>	<u>9/1/12</u>
<u>*CATEGORY I</u>						
Journeyman and						
Apprentices, Mechanics,						
Service Writers, and						
Dispatchers:	\$518.29	\$518.29	\$518.29	\$518.29	\$518.29	\$518.29

Section 2.

<u>*CATEGORY II</u>						
Soft collision,						
Painter Technicians,						
Tow Truck Drivers.	\$401.79	\$401.79	\$401.79	\$401.79	\$401.79	\$401.79

Section 3.

CATEGORY III - HIRED ON OR BEFORE NOVEMBER 18, 1993

Body Shop Helpers	\$209.89	\$209.89	\$209.89	\$209.89	\$209.89	\$209.89
-------------------	----------	----------	----------	----------	----------	----------

CATEGORY III - HIRED AFTER NOVEMBER 18, 1993

Body Shop Helpers - No contributions for life of the contract. Not entitled to Pension benefits.

Section 4.

*CATEGORY IV

Installer, and all other

<u>Teamster classifications:</u>	\$285.32	\$285.32	\$285.32	\$285.32	\$285.32	\$285.32
----------------------------------	----------	----------	----------	----------	----------	----------

***Employees in Categories I, II, and IV, hired after January 1, 2002, shall have a Pension contribution rate of fifty percent (50%) of the above rates for the first three (3) years of service, from the third (3rd) anniversary date to the fifth (5th) anniversary date they shall receive seventy-five percent (75%) of the above rates. Upon their fifth (5th) anniversary date they shall receive one-hundred percent (100%) of the above rates.**

Section 5. The Employer further agrees to sign the Pension Subscriber Agreements which are attached to and incorporated herein by reference thereto.

Section 6. During the term of this Agreement should the Rehabilitation Plan of the Automotive Industries Pension Plan require a “surcharge” or additional contributions above the contribution rate in effect as of September 1, 2011 said surcharge or additional contributions up to a maximum of twelve and one-half percent (12.5%) above the September 1, 2011 contribution rate shall be paid for by the Employer. Surcharges or additional contributions above twelve and one-half percent (12.5%) of the September 1, 2011 contribution rate shall be paid for through a reduction in the hourly rates of pay set forth in Article XIV – Schedule of Wage Rates.

ARTICLE XXI. AGREEMENT PARTICIPATION

It is mutually understood and agreed that for and during the period that the collective bargaining agreement dated September 1, 2007 is effective between the undersigned parties, any automotive repair or specialty shop which applies for membership and is accepted into membership in Automotive Industries, Inc. may be released from any independent collective bargaining agreement theretofore entered into and shall then become eligible to participate in and be bound by all the provisions and benefits of said Automotive Industries, Inc. bargaining agreement dated September 1, 2007, after approval by the Union of the release from the Independent Agreement and after the applicant has been received into Association membership.

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

Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS City _____ State _____ Zip Code _____

category I: **Journeyman & Apprentices, Mechanics, Parts Technicians, Service Writers and Dispatchers**

Monthly Contribution Rate
In Collective Bargaining
Agreement

\$ 393.50

Effective Jan. 1, 2002

\$ 410.83

Effective Sep. 1, 2002

\$ 445.50

Effective Jan. 1, 2003

\$ 462.83

Effective Sep. 1, 2003

\$ 518.29

Effective Sep. 1, 2004

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.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date.
 - (4) **Terminations.** For Class 1 employees who have passed the effective date of coverage specified in paragraph D below but are no longer actively employed by the employer, the last payment is due on the first day of the month following the last date of active employment. For covered Class 2 employees, the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed to be actively employed by the employer for the purpose of determining employer payments due.
 - (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.

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

Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS

City _____ State _____ Zip Code _____

Category II: Soft collision, painter Technicians, Tow Truck Drivers

Monthly Contribution Rate
In Collective Bargaining
Agreement

\$ 277.01
\$ 294.34
\$ 329.01
\$ 346.34
401.79

Effective Jan. 1, 2002
Effective Sep. 1, 2002
Effective Jan. 1, 2003
Effective Sep. 1, 2003
Effective Sep. 1, 2004

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.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date.
 - (4) **Terminations.** For Class 1 employees who have passed the effective date of coverage specified in paragraph D below but are no longer actively employed by the employer, the last payment is due on the first day of the month following the last date of active employment. For covered Class 2 employees, the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed to be actively employed by the employer for the purpose of determining employer payments due.
 - (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.

AUTOMOTIVE INDUSTRIES PENSION FUND
1640 SOUTH LOOP ROAD • ALAMEDA, CA 94502 • Phone (510) 836-1484

Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS

City _____

State _____

Zip Code _____

Category III-hired on or before 11/18/93: Body shop helpers

Monthly Contribution Rate
In Collective Bargaining
Agreement

\$ 85.09

\$ 102.42

\$ 137.09

\$ 154.42

209.89

Effective Jan. 1 2002

Effective Sep. 1 2002

Effective Jan. 1 2003

Effective Sep. 1 2003

Effective Sep. 1 2004

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.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date.
 - (4) **Terminations.** For Class 1 employees who have passed the effective date of coverage specified in paragraph D below but are no longer actively employed by the employer, the last payment is due on the first day of the month following the last date of active employment. For covered Class 2 employees, the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed to be actively employed by the employer for the purpose of determining employer payments due.
 - (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.

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

Firm Name AUTOMOTIVE INDUSTRIES, INC.

Address SEE ATTACHED LIST OF MEMBER FIRMS City _____ State _____ Zip Code _____

Category IV: Stockroom Technicians, Installer & all other Teamster Classifications

Monthly Contribution Rate
In Collective Bargaining
Agreement

\$ 160.52
\$ 177.85
\$ 212.52
229.85
285.32

Effective Jan. 1, 20 02
Effective Sep. 1, 20 02
Effective Jan. 1, 20 03
Sep. 1 03
SEP. 1 04
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.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date.
 - (4) **Terminations.** For Class 1 employees who have passed the effective date of coverage specified in paragraph D below but are no longer actively employed by the employer, the last payment is due on the first day of the month following the last date of active employment. For covered Class 2 employees, the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed to be actively employed by the employer for the purpose of determining employer payments due.
 - (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.

L A SMITH & SONS