

MARINE TERMINALS CORP (LOCAL 1414)

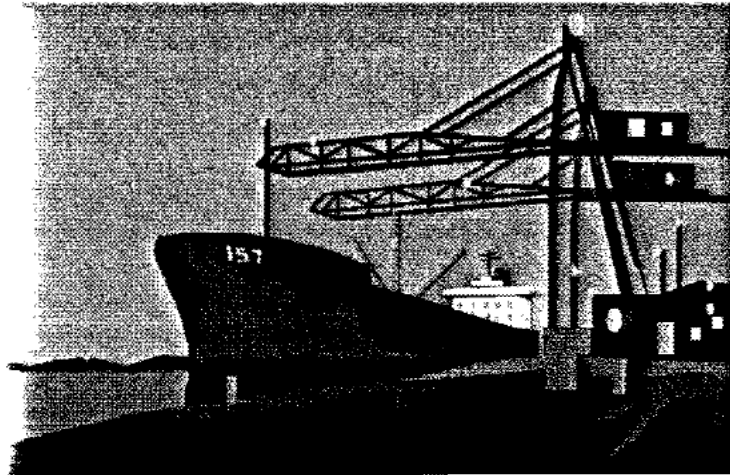
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2011 - 2016

**MARINE TERMINALS
CORPORATION**

and

MACHINISTS AUTOMOTIVE TRADES
DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA
OF
THE INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS,
For and on behalf of its affiliated Local Lodge 1414



July 1, 2011 - June 30, 2016

Retiree coverage shall be limited to funds available for retiree benefits as determined by the Trustees. If contributions under the Collective Bargaining Agreements become inadequate to maintain retiree benefits, the Trustees have the right to reduce benefits, and/or increase self-payment charges, and even terminate retiree coverage.

The Employer agrees to pay the entire premium for Retiree Health and Welfare through Automotive Industries Welfare Fund for those employees who retire on or after July 1, 2006. In order to be eligible for the company-paid premium, the employee must have fifteen (15) years of service with the Employer in the bargaining unit. Additionally, the employee must be at least fifty-five (55) years of age.

Any retiree with fully paid retiree medical who becomes re-employed shall have his company-paid retiree medical suspended until such time as he retires again.

- 24.8** Sick leave shall be integrated with the Accident and Sickness Disability Plan. The Employer will pay an amount, which, added to the above plans, which will equal the employee's regular wages. Only that amount of sick leave credit paid by the Employer shall be charged against the employee's sick leave credit.

SECTION 25.

**MICHAEL J DAY MACHINISTS
RETIREE INVESTMENT TRUST**

- 25.1** In addition to the payments for health and welfare benefits described in Section 24, above, the Employer agrees to contribute for each eligible employee \$100.00 per month, effective with hours worked in July, 2011, to the Michael J Day Machinists Retiree Investment Trust, for the purpose of providing retiree health and welfare benefits. The Employer shall contribute \$119.00 per month, effective July 1, 2012, \$138.00 per month effective July 1, 2013, \$157.00 per month effective July 1, 2014, and \$176.00 per month effective July 1, 2015. The Employer agrees to be bound by the terms of the Trust Agreement of the Machinists Retiree Investment Trust and to sign the standard subscriber agreement, if any, required by that Trust for an Employer to participate. Subject to the terms of this Section 25, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

SECTION 26.

PENSION

- 26.1** The Employer agrees to abide by all of the terms and conditions of the Trust Agreement creating the Automotive Industries Pension Trust Fund as it has been or may be modified, altered, or amended and all regulations and rules of the Board of Trustees of such Trust as may be adopted from time to time. The Employer further agrees to abide by and be bound by the method of selection of the Trustees of such Trust as specified in said Trust. The Employer agrees to pay to the Administrator of the Automotive Industries Pension Trust Fund as follows for the remainder of the Agreement:
- 26.2** July 1, 2011: \$700.00 per month per eligible employee and \$260.50 per month per eligible employee to Individual Account Plan.
- 26.3** The Employer will continue to make monthly pension contributions for the first two months an employee is off work due to industrial disability and is receiving workers compensation payments.

26.4 A. Effective July 1, 2011, the Employer shall also contribute to the I.A.M. National Pension Fund, National Pension Plan for each month for which eligible employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement. The Employer shall make contributions on behalf of each eligible employee for every month the employee receives pay.

<u>7/1/2011</u>	<u>7/1/2012</u>	<u>7/1/2013</u>	<u>7/1/2014</u>	<u>7/1/2015</u>
\$3.40	\$3.55	\$3.70	\$3.85	\$4.00
per hour	per hour	per hour	per hour	per hour

B. The Employer shall continue contributions based on a monthly rate while an employee is off work due to paid vacations or paid holidays. The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off. The Employer shall also contribute, based on a forty (40) hour week, for employees on worker’s compensation or disability benefits for the first two (2) months.

C. Contributions for new, part time and temporary employees shall be made on their behalf on the first of the month following the completion of a probationary period of thirty (30) calendar days.

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 employees 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 27. MACHINIST 401(K) PLAN

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

27.2 The Employer agrees that, upon written authorization from each of his or its employees, to deduct from said employee’s total compensation the amounts authorized pursuant to said written agreement and to transmit same as “employer contributions” to the California Machinists 401k Trust for the purpose of providing 401k benefits to the eligible employee.

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

Firm Name MARINE TERMINALS CORP.

Address 5190 – Seventh Street

City Oakland State CA Zip Code 94607 Telephone No. (510) 891-0900

Monthly Contribution Rate in Collective Bargaining Agreement

****260.50 PER MONTH PER ELIGIBLE EMPLOYEE TO INDIVIDUAL ACCOUNT PLAN**

\$ <u>700.00</u>	Effective: <u>JULY 1</u>	<u>2011</u>
\$ _____	Effective: _____	<u>20</u>
\$ _____	Effective: _____	<u>20</u>

PENSION AGREEMENT

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

G. Rehabilitation Plan. In accordance with the Funding Rehabilitation Plan effective 3/28/2008 pertaining to collective bargaining agreements renewed after 4/27/2008, the Employer agrees to comply with the Rehabilitation Plan of the Automotive Industries Pension Plan in effect on the effective date of this agreement in its entirety, including the required supplemental contributions.

For Example: Contributions to the Automotive Industries Pension Fund (AIPF) would be deducted from the monthly contribution per the following schedule: Suppose an employer's contribution rate is \$100 per month. It would be used to apply the first 12.5% annual increase; each year, the rate would increase 12.5% over the effective rate of that previous year. In accordance with the 3/28/2008 Rehabilitation Plan, the contribution rates to the AIPF would be as follows:

- (1) Effective 1/1/2013, an amount of \$112.50
- (2) Effective 1/1/2014, an amount of \$126.56
- (3) Each year thereafter, the contribution rate to the AIPF will increase 12.5% over the previous year's rate until 2019.

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 13th day of March, 2012.

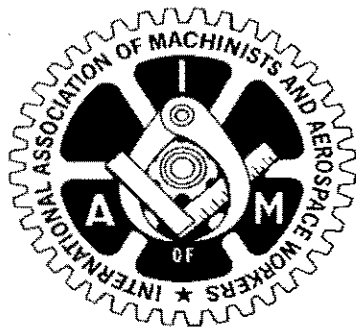
Employer: MARINE TERMINALS CORP. Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) WALTER ROMANOWSKI (Print Name) DON CROSATTO
(Signature) [Redacted] (Signature) [Redacted]
Treasury 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.)

MARINE TERMINALS CORP (LOCAL 1484)



**COLLECTIVE BARGAINING
AGREEMENT BETWEEN**

**MARINE TERMINALS
CORPORATION**

RECEIVED

-AND-

ATRA

**INTERNATIONAL ASSOCIATION
OF MACHINISTS and
AEROSPACE WORKERS
DISTRICT LODGE NO. 190,
LOCAL LODGE NO. 1484**

JULY 1, 2006

TO

JULY 1, 2011

SECTION 19 - PENSION - I.A.M. NATIONAL AND AUTOMOTIVE INDUSTRIES

- 19.1** Effective July 1, 2006, the Employer shall contribute to the I. A. M. National Pension Fund, Benefit Plan "A" Sixteen Dollars and Eighty (\$16.80) for each day for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, but not more than Eighty Four Dollars (\$84.00) per week for any one employee (5X the daily rate).
- 19.2** Effective July 1, 2007, the Employer shall contribute to the I. A. M. National Pension Fund, Benefit Plan "A" Twenty One Dollars and Sixty (\$21.60) for each day for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, but not more than One Hundred Eight Dollars (\$108.00) per week for any one employee (5X the daily rate).
- 19.3** Effective July 1, 2008, the Employer shall contribute to the I. A. M. National Pension Fund, Benefit Plan "A" Twenty Six Dollars (\$26.00) for each day for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, but not more than One Hundred Thirty Dollars (\$130.00) per week for any one employee (5X the daily rate).
- 19.4** Effective July 1, 2009, the Employer shall contribute to the I. A. M. National Pension Fund, Benefit Plan "A" Thirty Dollars and Forty (\$30.40) for each day for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, but not more than One Hundred Fifty Two Dollars (\$152.00) per week for any one employee (5X the daily rate).
- 19.5** Effective July 1, 2010, the Employer shall contribute to the I. A. M. National Pension Fund, Benefit Plan "A" Thirty Four Dollars and Eighty (\$34.80) for each day for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement, but not more than One Hundred Seventy Four Dollars (\$174.00) per week for any one employee (5X the daily rate).
- 19.6** The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays.
- 19.7** Contributions for new full-time employees are payable from the first day of employment.
- 19.8** The I.A.M. Lodge and the 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 Benefit Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- 19.9** The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the plan if the successor collective bargaining agreement fails to renew the provisions of this Pensions Article, other than to increase the contribution rate or to add job classifications or categories of hours for which contributions are payable.

- 19.10 This Article contains the entire agreement between the parties regarding pensions and retirement under this Benefit Plan and any contrary provisions in 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.
- 19.11 Effective April 5, 1989, in the first year in which an employee who has work hours in that year fails to qualify for a vested pension year due to an industrial injury, the Employer shall continue to make sufficient contributions to the I.A.M. National Pension Fund to enable such employee to earn a qualifying year Seven Hundred and Fifty (750) hours.
- 19.12 Effective July 1, 2006 the Employer shall contribute the sum of Six Hundred and Eighty One Dollars and Seven (\$681.07) per month per eligible employee into the Automotive Industries Trust Fund as outlined in the Participation Agreement to which the Employer is signatory.
- 19.13 A 401-K is to be set up and maintained by the Employer starting July 1, 1995 (minimum of 65% participation). The level of contribution by the employee will be up to the maximum allowed by the Employer's plan and/or allowed by the IRS.

SECTION 20 - SHOP UNIFORMS, TOOLS AND EQUIPMENT

- 20.1 The Employer agrees to pay the full cost of providing the rental and laundry of shop uniforms for each employee covered by this Agreement, not to exceed six (6) changes per week, per employee, which shall be furnished through a center servicing arrangement. Employees shall be permitted to change individual preference of the type of shop uniform available (coverall or shop uniform) twice each year, once during the summer months and once during the winter months. Each employee's selection, once made, must be adhered to until the next regular opportunity to change selection arrives.
- 20.2 The Employer agrees to provide necessary welding hoods and gloves to each employee engaged in welding, cutting, burning or brazing. Company will supply a welding hood with filtered air ventilation for welding in excess of two (2) consecutive hours.
- 20.3 The Union, party to this Agreement, agrees that its members will not abuse this Section and will use only the number of shop uniforms or equipment that are reasonable required in the performance of the individual jobs. The Union further agrees that its members shall be responsible for the return of their shop uniforms, equipment and tools furnished by the Employer.
- 20.4 Journeymen/Machinists and/or Mechanics are expected to furnish their own complete set of hand tools up to a maximum size of 1 1/4", 1/2" drive. The 1 1/4" limitation will also apply to open end and/or box end wrenches.
- 20.5 All expendable tools, such as Hacksaw Blades, Files, Taps, Drill Bits, etc., will be furnished by the Employer. In addition, all Power Tools, Electric Drills, Impact Wrenches, Drop Lights, Creepers, Car Stands and Jack, Special Factory Tools, Test

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

PENSION SUBSCRIBER AGREEMENT

Firm Name MARINE TERMINALS CORPORATION

Address ZOOI S. JOHN GIBSON BLVD

City SAN PEDRO State CA Zip Code 91731 Telephone No. (310) 519-2341

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>681.07</u>	Effective: <u>JULY 1</u> <u>20 11</u>
IARP Plan	\$ _____	Effective: <u>JULY 1</u> <u>20 12</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. Page 37.1.631

(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 12.5%. Each year, the rate would increase 12.5% 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 \$112.50

(2) Effective 1/1/2014, an amount of \$126.56

(3) Each year thereafter, the contribution rate to the AIPP will increase 12.5% over the previous year's rate until the earlier of the expiration of the collective bargaining agreement or 12/31/2018. At contract commencement or renewal before 12/31/2018, the then-current Rehabilitation Plan of the AIPP would apply.

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

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

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

Employer: MARINE TERMINALS CORP Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE #190

Authorized by (Print Name) [Redacted by the U.S. Department of the Treasury] (Print Name) KEVIN J. KUCERA

(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.

MARINE TERMINALS CORP (LOCAL 289)

**AGREEMENT
 BY AND BETWEEN
 MARINE TERMINALS CORPORATION
 AND
 INTERNATIONAL ASSOCIATION OF MACHINISTS
 AND AEROSPACE WORKERS, AFL-CIO,
 DISTRICT LODGE 160, LOCAL LODGE 289**

JULY 1, 2011 - JULY 1, 2016

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Trustees of the Plan to maintain the present level of benefits. The details of the program will be determined by the Board of Trustees of the Northwest IAM Benefit Trust Fund in accordance with the Trust Agreement creating the Trust Fund. The Employer and the Union agree to be bound by said Trust Fund. The Employer and the Union agree to be bound by said Trust Agreement and all lawful amendments thereto and do further agree to accept, as their representatives, the Employer Trustees and the Union Trustees who constitute the Board of Trustees of said Trust Fund and their lawful successors.

- B. The contributions shall be paid to the Trust Fund by the tenth (10th) day of the month following the month in which the contributions were earned. The Trust Fund will furnish transmittal forms.
- C. The failure of the Employer to make the required contributions may result in a collection action by the Board of Trustees and, in such action, the Employer shall be obligated to pay liquidated damages, costs and attorney's fees, as provided in the Trust Agreement.

SECTION 19 - PENSION

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

Effective October 1, 2011 - \$700.00 per month plus \$8.20 per overtime hour.

- C. If the Employer fails to put the Pension Plan into effect and pay the premiums for the Pension Benefits herein provided for, the Employer shall be personally responsible to the employees herein covered for the benefits which have been provided by such coverage.
- D. The parties agree to adopt the Automotive Industries Pension's Rehabilitation Plan.

IAM National Pension

- 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 employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$4.20 per hour effective October 1, 2011

MEMORANDUM OF UNDERSTANDING
BETWEEN

MARINE TERMINALS CORPORATION
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, AFL-CIO,
DISTRICT LODGE NO. 160,
AUTOMOTIVE MACHINISTS LODGE 289

SUBJECT: Automotive Industries Pension Trust Fund – Rehabilitation Plan

During negotiations of the parties 2011– 2016 Collective Bargaining Agreement (CBA) the parties agreed to adopt the Automotive Industries Pension Trust Fund rehabilitation plan, contained in the parties CBA article 19 paragraph D. (for clarification since there are two paragraph D's in article 19, the reference here is to the first paragraph D in article 19, referring to adoption of the Automotive Industries Pension Rehabilitation plan.)

The Automotive Industries Pension Trust Fund has revised their rehabilitation plan effective April 29, 2012, and the parties agree to adopt the revised rehabilitation plan. The revised plan requires the below additional contribution schedule:

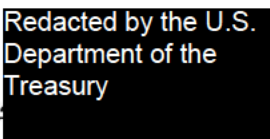
Effective Date	Increase in monthly rate	Cumulative increase	Base Pension	Additional Contribution
January 1, 2013	5%	5%	\$700.00	\$35.00
January 1, 2014	5%	10.30%	\$700.00	\$72.10
January 1, 2015	5%	15.80%	\$700.00	\$110.60
January 1, 2016	5%	21.60%	\$700.00	\$151.20
January 1, 2017	5%	27.60%	\$700.00	\$193.20
January 1, 2018	5%	34.00%	\$700.00	\$238.00
January 1, 2019	5%	40.70%	\$700.00	\$284.90

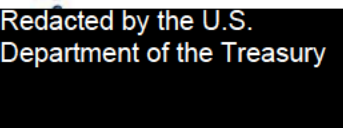
The additional contributions listed in the above schedule are due beginning with January 2013 hours payable in February 2013, and each month thereafter in accordance with the schedule.

The parties further agree the required additional contributions shall be paid by payroll deduction from each employee's wages. The payroll deduction shall be taken from employee's wages on each payday. The effective date of this agreement is January 1, 2013.

MARINE TERMINALS CORPORATION

INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE
WORKERS, AFL-CIO, DISTRICT
LODGE NO. 160, AUTOMOTIVE
MACHINISTS LODGE NO. 289

BY:  _____

BY:  _____

TITLE: Equipment Services Manager
03/19/2013

TITLE: BUSINESS REPRESENTATIVE

MARTINEZ AUTO BODY SHOP

OCTOBER 1, 2014 TO SEPTEMBER 30, 2016

AGREEMENT

Between

MARTINEZ AUTO BODY

And

MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE
NO. 190 OF NORTHERN CALIFORNIA

For and on Behalf of

AUTOMOTIVE MACHINISTS LODGE NO. 1173

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS

and welfare plan benefits (excluding opt-out fees).

24.07 All increases in the health and welfare plan monthly premiums, assessed by the Trust during the term of the agreement, shall be borne equally by the Employer and the employee.

24.08 Employees hired after September 1, 2003 shall not be eligible for coverage under the Retiree health benefits.

SECTION 25 PENSION PLAN

25.01 The employer shall contribute to the Automotive Industries Pension Plan on a monthly basis for all employees who have completed the probationary period.

25.02 For all employees who were employed by Martinez Auto Body as of September 1, 2003, contributions shall be \$352.60 per month for the life of this agreement.

25.03 Employees hired after September 1, 2003 ratification date shall received pension contributions as follows:

First year of employment:	\$100.00 per month
Second year of employment:	\$125.00 per month
Third year of employment:	\$150.00 per month
Fourth year of employment:	\$200.00 per month
Fifth year of employment:	\$200.00 per month

25.04 Pension premiums shall be forwarded to the Automotive Industries Pension Trust Fund, as set forth in the document identified as the Automotive Industries Pension Trust Agreement, which is incorporated herein by reference.

25.05 All Machinists bargaining unit employees shall have the right to voluntarily participate in the Machinists 401(k) defined contribution plan, subject to the terms and conditions of the plan.

25.06 In addition to section 25.05, the Employer agrees to match 50/50 all bargaining unit employee 401(k) plan contributions, up to maximum of \$200 per month. For example: An employee who contributes \$200 per month towards his 401(k) plan would receive an additional \$200 match from the Employer for a combined contribution of \$400.

25.07 The Employer shall only be required to match (maximum \$200 per month) the 401(k) contribution amounts the employee elects each anniversary date of the contract. Once the employee has made his 401(k) contribution amount known to the Employer in writing, the Employer shall be required to match this amount 50/50 for the following 12 calendar months. The initial 401(k) contribution amount shall be made known to the Employer upon ratification of the Agreement. Thereafter, the employee must make his matching contribution amount known to the employer the week prior to October 1, 2015 and October 1, 2016.

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 AMARK Inc. dba Martinez Auto Body

Address 615 Alhambra Avenue

City Martinez State CA Zip Code 94553 Telephone No. (925) 228-3689

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$352.60(hired before 9/1/03) \$200.00 (hired after 9/1/03) Eff.: Oct. 1, 2014

IARP Plan \$ _____ Effective: _____ 20 _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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