

(D) Effective the month following ratification, and for the remaining term of this Agreement, the employee shall pay Ten Percent (10%) of the monthly cost for the Plan "A" benefit package outlined in this Article. The Ten Percent (10%) cost share will be based on the monthly cost of the plan as of September 1 of each year. That cost share will remain the same until recalculated the following September. The Company will make available a 125E Plan that the employee may participate in. The Company will deduct the portion necessary from the employee's check on a weekly basis to meet the Ten Percent (10%) share of the monthly cost. The Company will pay the full monthly payment to the Automotive Industries Welfare Fund.

ARTICLE 18: PENSION

(A) The Employer will make contributions to the Automotive Industries Pension Fund on behalf of and for the benefit of each eligible employee in the following monthly amounts for the term of this Agreement:

	<u>*Class A</u>	<u>**Class B</u>
Effective January 1, 2012	\$273.75	\$365.00

*Class A employees are all trailer repair mechanics and general laborers. Pension contributions are Seventy-Five Percent (75%) of Class B.

**Class B employees are all Journeyman mechanics, welder, body and paint, apprentice mechanics, welders, body and paint and Leadmen.

The Employer agrees to remit these monies to the appropriate area administrative office by the date designated by the Trust as set forth in the document identified as the Automotive Industries Pension Trust Subscriber Agreement which is attached hereto and made a part of this Agreement.

The parties recognize that there is a possibility that the Employer may be required to remit additional contributions to the Automotive Industries Pension Fund on behalf of its employees as Rehabilitation Plan as required by the Pension Protection Act (PPA). In the event that the Employer is required to increase its contributions to the Automotive Industries Pension Trust fund, any such increase shall be borne by the Employer in accordance with the current subscriber agreement referenced above.

(B) I.A.M. NATIONAL PENSION FUND

1) The Employer agrees to sign the standard contract language which outlines the I.A.M. National Pension Fund Plan as an Addendum to this Agreement.

2) Effective June 1, 2015, and each January thereafter, the Employer agrees to contribute the following amounts per hour, per employee, to the I.A.M. National Pension Fund. The contributions to this Fund shall be the same for all classifications, and for Class "A" and Class "B" employees as follows:

*June 1, 2015:	\$.25 per hour
*June 1, 2016:	TBD
*June 1, 2017:	TBD

*The employees may opt each year to increase the pension contribution. Such increase shall be deducted from the rate listed in the wage table outlined in Article 16. For the June 1, 2015 contribution, the employees elected the first contribution to start at Twenty-five Cents (\$.25) per hour. This amount shall be deducted from the wage rates outlined under the July 1, 2015 column and the listed rates will be adjusted accordingly.

Thereafter, any increase to the pension contribution (if any) shall be elected in December with the effective date of January 1 each succeeding year. Such amount shall be deducted from the wage column for that year and the listed rates will be adjusted accordingly effective January 1 of each year an increase to the pension contribution is elected. Example using the Journeyman Mechanics/Welders classification: If the election is made in December 2015 of a Twenty-five Cent (\$.25) per hour increase, the deduction from the rate outlined under the January 1, 2016 column will be adjusted as follows - $\$26.12 - \$0.25 = \$25.87$.

3) No pension contribution is due for a new hire until he/she has completed sixty (60) calendar days of employment.

4) The Employer will continue contributions based on a forty (40) hour workweek while an employee is off work due to paid vacations or paid holidays. Contributions shall be limited to forty (40) hours per week for each employee. Contributions shall be limited to straight-time hours worked. The Employer shall not make contributions for sickness or injury time or any other time off, including time off covered by state disability or worker's compensation.

5) Unfunded Liability: In the event the I.A.M. National Pension Plan reports in its Actuarial Valuation and Review unfunded present value of vested benefits for withdrawal liability purposes for the most recent review year to be greater than "\$0.00", the Employer shall have the right to withdraw upon its notice to the I.A.M. National Pension Plan. Such notice shall be effective on the first (1st) day of the next full month after notice by the Employer. The Employer shall continue to have such withdrawal right until Actuarial Valuation and Review issues a subsequent report confirming the unfunded present value of vested benefits for withdrawal liability purposes is "\$0.00".

6) In the event the Employer wishes to withdraw from the Plan because of #5 above, the parties shall meet and negotiate where to place the value of the current pension contribution elsewhere within wages or benefits outlined in this Agreement. Once the withdrawal liability is corrected as outlined in #5 above, participation in the Plan and the appropriate contribution shall be restored.

ARTICLE 19: CALIFORNIA MACHINISTS 401-K

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

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

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

ARTICLE 20: MANAGEMENT RIGHTS

(A) Except as otherwise specifically provided in this Agreement, it is mutually understood and agreed that the management of the Employer's business and the direction of the employees covered herein, including but not limited to the rights of hiring, firing, establishing working schedules, evaluating employees, maintaining order and efficiency, promulgating and implementing reasonable rules and regulations, purchasing materials or services from any source of supply, subcontracting for any work, and releasing employees from duty because of lack of work or other legitimate business reasons, are vested in the Employer.

(B) The foregoing statement of the rights of management and/or Employer functions are not all-inclusive and shall not be construed in any way to exclude other Employer functions not specifically abridged or modified by this Agreement.

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 RALPH PANELLA LEASING - CLASS "A" EMPLOYEES
Address 500 E. Fremont St.
City Stockton State CA Zip Code 95215 Telephone No. (209) 943-5000

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>273.75</u>	Effective: <u>January 1, 20</u> <u>15</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

E. Liability for Nonpayment. Contributions are due on the first (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 16th day of June, 2015.

Employer: RALPH PANELLA LEASING Union: MACHINISTS & MECHANICS LODGE NO. 2182

Authorized by (Print Name) Jim Nedergostek (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.

RECTOR MOTOR CARS



RECTOR MOTOR CAR COMPANY

COLLECTIVE BARGAINING AGREEMENT

July 1, 2014, through July 1, 2019

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

SECTION X - PENSION PLAN

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

Automotive Industries Pension Rehabilitation Plan: Automotive Industries has recently revised its Pension Rehabilitation Plan to reduce the pension surcharge effective January 1, 2013, from 12.5% to 5%. Therefore, as per the Automotive Industries Pension Rehabilitation Plan, the Employer agrees to pay the surcharge of five percent (5%) each year of the agreement that Automotive Industries will implement effective January 1, 2015, per month per employee, as required by the Trust Fund. **The beginning rate effective July 16, 2014, per month per eligible employee is \$474.62.**

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

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

SECTION XI – CALIFORNIA MACHINISTS 401(K) PLAN

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

The Employer will contribute the following per month per bargaining unit employee:

Effective 7/1/14	\$125.00	Effective 9/1/16	\$200.00
Effective 9/1/14	\$150.00	Effective 9/1/17	\$225.00
Effective 9/1/15	\$175.00	Effective 9/1/18	\$250.00

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 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.

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 Rector Motor Car Company

Address 1010 Cadillac Way

City Burlingame State CA Zip Code 94010 Telephone No. (650) 348-0111

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>474.62</u>	Effective: <u>July 1</u> <u>20</u> <u>14</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 1st day of July, 20 14.

Employer: Rector Motor Car Company Union: IAM & AW, Local 1414

Authorized by (Print Name) E. JAMES HANNAY (Print Name) Pedro J. Mendez

(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.)

REINEGGER FRAME

RECEIVED
FEB 04 2013
ATPA



GENERAL AUTOMOTIVE AGREEMENT

between

DISTRICT NO. 190, LOCAL NO. 1101
International Association of Machinists
& Aerospace Workers

and

Reinegger Frame



December 1st 2012 to and including December 31st 2015

ARTICLE XXI **PENSION FUND**

The Employer hereby agrees to maintain the present Pension Plan in effect with the Automotive Industries Pension and Trust Fund.

The Employer party to this Agreement shall pay into the Automotive Industries Pension and Trust Fund the sum of:

December 1, 2012	\$280.00
December 1, 2013	\$280.00
December 1, 2014	\$280.00

per month per eligible employee. Such payments shall be due and payable on the first day of each month and shall be delinquent if not paid by the fifteenth (15th) day of the same month. A regular employee, with respect to whom such monthly payments are required to be made, shall mean: (1) any employee on the payroll on the first day of the calendar month who has been on the payroll of the same Employer continuously during the preceding calendar month, and (2) any employee on the payroll on the first calendar day of the preceding calendar month, and for whom Employer made payment into said Trust Fund on the first calendar day of the preceding calendar month.

The parties hereto agree to be bound by the Automotive Industries Pension and Trust Agreement which shall be jointly administered by a Board of Trustees composed of representative of management and labor.

ARTICLE XXII **SENIORITY**

(a) For the purpose of this Agreement, seniority shall be defined as the period of continuous employment which the employee has accumulated with the Employer. Employees shall not attain seniority until they have completed a probationary period of ninety (90) calendar days, after which time their seniority shall date from date of hire. The probationary period may be extended by mutual agreement between the Union and the Employer. Termination for any cause during this period shall not be subject to grievance. No employee shall be eligible for benefits while on probation.

(b) **Seniority on Layoffs**: In the event it becomes necessary for the Employer to reduce the number of employees, such employees shall be laid off according to seniority, subject to the qualifications and competency of the employees.

(c.) **Seniority on Recall**: In the event that the Employer increases the number of employees such employees previously laid off shall be restored to employment according to seniority provided the affected employee responds to the notice of the Employer within seventy-two (72) hours from the time of dispatch of such notice, which notice shall be directed to the employees at their last known home address as filed with the Employer, copies of which shall be sent to the office of the Local and/or District

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
FEB 04 2013

ATPA

PENSION SUBSCRIBER AGREEMENT

Firm Name Reinegger Frame
Address 1623 A. S. 10th St.
City San Jose State CA Zip Code 95112 Telephone No. (408) 292-8006

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>280.00</u>	Effective: <u>12-01</u> <u>20</u> <u>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).

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(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 21 day of Dec., 2012

Employer: Reinegger Frame Union: Machinist Local 1101

Authorized by (Print Name) Bourque (Print Name) Richard Breckenridge

(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.

REPUBLIC SERVICES – ALLIED WASTE ALAMEDA CO

JAN 21 2015

AT:9

**REPUBLIC SERVICES, INC. dba
ALLIED WASTE SERVICES OF ALAMEDA COUNTY**

And

**MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO.
190**

OF NORTHERN CALIFORNIA

International Association of Machinists and Aerospace Workers

July 1, 2014 - June 30, 2019



SECTION 23. PENSION TRUST FUND

23.1 By reference there is attached hereto and made a part hereof as a condition of this agreement, a Pension Plan, covering members of affected Unions coming under the scope of this agreement and amendments hereto, identified as Exhibit B - Pension Agreement.

23.2 Effective January 1, 2014, the Employer agrees to pay, as its portion of the total contribution to the Pension Trust Fund the sum of Eight Hundred Fifty-Three Dollars and Nine Cents (\$853.09) per month, and as follows after January 1, 2014:

<u>EFFECTIVE DATE</u>	<u>EMPLOYER CONTRIBUTION (Including Pension Rehabilitation additional contributions.)</u>
<u>July 1, 2014</u>	<u>\$868.09*</u>
<u>January 1, 2015</u>	<u>\$906.68*</u>
<u>January 1, 2016</u>	<u>\$947.20*</u>
<u>July 1, 2016</u>	<u>\$977.20*</u>
<u>January 1, 2017</u>	<u>\$1,019.74*</u>
<u>July 1, 2017</u>	<u>\$1,034.74*</u>
<u>January 1, 2018</u>	<u>\$1,079.41*</u>
<u>July 1, 2018</u>	<u>\$1,094.41*</u>
<u>January 1, 2019</u>	<u>\$1,141.31*</u>

* The total contribution amounts shown above include the 5% annual compounding additional pension rehabilitation contributions on the first \$700.00 and the Individual Retirement Account contributions above \$700.00 listed in section 23.6.

23.3 The Employer shall transmit said Pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 15th day of said month.

23.4 There is further attached hereto and made a part hereof, Employer Subscriber Agreement, Exhibit B, that simultaneously will be executed by all parties covered upon the execution of this collective bargaining agreement governing the Pension Program.

23.5 In the event that any additional payments above and beyond the current rehabilitation contribution rate or contributions of any kind to the Pension Fund are required by law or mandated by the Trustees, the Employer will comply with any and all legal obligations to commence making such additional contributions or payments without reduction of the bargaining unit wage package or other benefits.

The Union further agrees to meet with the Employer within the thirty (30) calendar days of commencement of the above-referenced additional payments or contributions to negotiate and reach an equitable solution to address the economic impact upon the Employer caused by the burden of these additional payments or contributions to the Pension Fund. During these negotiations, the parties agree that the total wage/fringe package will not be increased beyond the amounts originally negotiated in this Agreement. If no agreement is reached by the parties within sixty (60) calendar days, the Employer shall be entitled to reduce the wage amount as set forth in the Agreement by the amount of the additional Employer contributions or other required payment(s) to the Pension Plan as required by law or mandated by the Trustees.

23.6 With respect to the Individual Retirement Plan, for contributions above \$700.00, the parties maintain status quo except that the Employer contribution shall be:

<u>EFFECTIVE DATE</u>	<u>EMPLOYER CONTRIBUTION</u>	<u>TOTAL PENSION CONTRIBUTION</u>
July 1, 2014	\$ 96.34	\$796.34
July 1, 2016	\$126.34	\$826.34
July 1, 2017	\$141.34	\$841.34
July 1, 2018	\$156.34	\$856.34

SECTION 24. DRUG AND ALCOHOL

24.1 The possession, storage, consumption, purchase, transfer, or sale of alcohol, or the attempt to possess, store, consume, purchase, transfer, or sell alcohol, or the presence of alcohol in an employee's system while on the Company's premises or while performing Company business, including, but not limited to business performed off the Company's presence, is, in all instances, prohibited.

24.2 The possession, storage, consumption, purchase, transfer, or sale of illegal drugs, or the attempt to possess, store, consume, purchase, transfer, or sell illegal drugs, or the presence of illegal drugs in an employee's system in a detectable level without regard to whether such conduct occurs on the Company's premises or not or while the employee or potential employee is working or not, is, in all instances prohibited. As used herein, "illegal drugs" are drugs or controlled substances which are not legally obtainable or which are legally obtainable, but were not obtained or used in their intended or lawful manner including, but not limited to, prescribed drugs not used for their prescribed or directed purpose or by the party for whom the drugs were prescribed or directed.

24.3 The consumption of legal drugs (both prescribed and over the counter drugs) in a manner or under circumstances which, in the Company's sole and exclusive opinion, may affect the employee's ability to perform his job or may otherwise expose the employee or other individuals to danger, or otherwise create what, in the Company's sole and exclusive opinion, may be an unsafe condition or risk to the Company's property or the property of others, while on the Company's premises or while performing Company business including, but not limited to, business performed off the Company's premises, is, in all instances prohibited.

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 REPUBLIC SERVICES, INC. dba ALLIED WASTE SERVICES OF ALAMEDA CO.

Address 42600 Boyce Road

City Fremont State CA Zip Code 94538 Telephone No. (510) 657-1350

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ \$700 Effective: 7/1/2014 20

IARP Plan \$ \$96.34; \$126.34; \$141.34; \$156.34 Effective: 7/1/14; 7/1/16; 7/1/17; 7/1/18

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 19 day of December, 20 14.

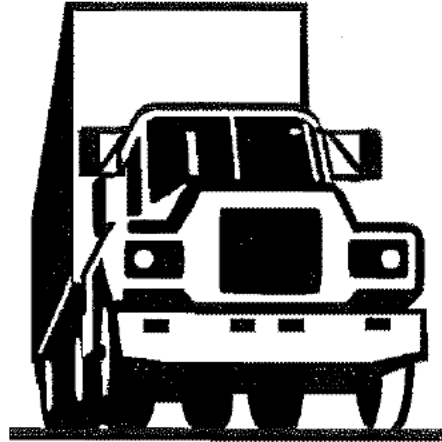
Employer: REPUBLIC SERVICES, INC. dba Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT
ALLIED WASTE SERVICES OF ALAMEDA CO. LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) KRIS BRAUNSCHWEIG (Print Name) STEVE OLDER
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

Accepted by (Print Name) _____ 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.)

REPUBLIC SERVICES – ALLIED WASTE DALY CITY



ALLIED WASTE SERVICES OF DALY CITY

COLLECTIVE BARGAINING AGREEMENT

July 1, 2013 - June 30, 2017

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

SECTION X - Sick Leave

The Employer agrees to promptly execute a health and Welfare Agreement (Disability Benefits) in the standard format used by Automotive Industries Welfare Fund ("Welfare Fund") providing, among other things, for the following:

- 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.

Each employee will be entitled to supplemental sick leave days as follows:

July 1, 2013	six (6) days
January 1, 2014	eight (8) days
January 1, 2015	nine (9) days
January 1, 2016	ten (10) days

Supplemental sick leave days (starting with first day of illness) are to be used when Disability Plan benefits are not available (i.e., not accident or hospitalization). Supplemental days not used will be cashed out at the end of the contract year.

SECTION XI - 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 \$587.60, plus an additional 5% pension assessment, compounding each year for the life of the agreement in accordance with

the provisions of the Rehabilitation Plan of the Automotive Industries Pension Plan.

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 sums as provided shall be personally responsible to the employees herein covered for the benefits which would have been provided by such pension coverage. 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 payments.

If during the term of this agreement, the Employer is legally required to increase its contributions to the Pension Plan over that required therein (or the aggregate effect requires additional contributions) due directly or indirectly to any law, regulation or rule, including the Pension Protection Act of 2006 and any successor legislation, then beginning the effective date of the higher contributions, until the date the additional contribution rate ceases, the Employer shall be entitled to reduce the wage rate as set forth in the Agreement by the amount of the additional Employer contribution rate to the Pension Plan.

SECTION XII - 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) 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) 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) 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) 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. In the event a majority of the appointees do not agree upon a settlement

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 Allied Waste Services of Daly City

Address 1680 Edgeworth Avenue

City Daly City State CA Zip Code 94015 Telephone No. (650) ⁷⁵⁶~~76~~-1130

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>587.60</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.

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(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.

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

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

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.

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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: Allied Waste Services of Daly City Union: IAM & AW Local 1414

Authorized by (Print Name) Evan Boyd (Print Name) Steve Older

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

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

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

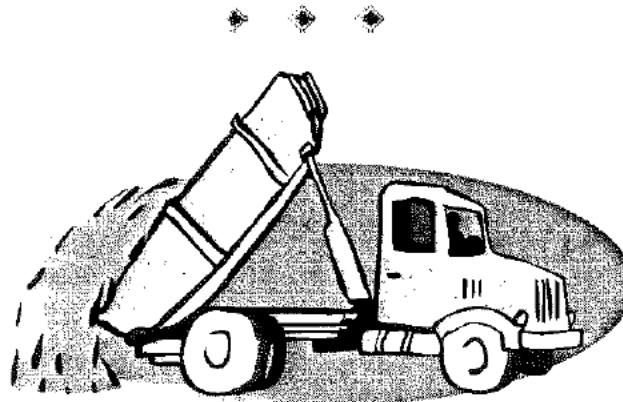
REPUBLIC SERVICES – RICHMOND SANITARY

**RICHMOND SANITARY SERVICE, INC.,
WEST CONTRA COSTA SANITARY LANDFILL, INC.
And
WEST COUNTY RESOURCE RECOVERY, INC.
(subsidiaries of Republic Services, Inc.)**

Effective: July 1, 2013
Through: June 30, 2019

I N D E X

<u>SECTION NO.</u>	<u>TITLE OF SECTION</u>	<u>PAGE NO.</u>
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7/1/2013
\$49.66

7/1/2015
\$54.66

7/1/2017
\$64.66

24.2 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 required by that Trust for an Employer to participate. Subject to the terms of this Section, the sole obligation of the Employer shall be to make the contributions described herein on a timely basis.

SECTION 25. PENSION

25.1 By reference there is attached hereto and made a part hereof as a condition of this agreement, the Automotive Industries Pension Plan, covering employees coming under the scope of this agreement and amendments hereto.

25.2 The following effective dates and contribution rates are applicable per month:

July 1, 2013	\$611.30
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The Employer further agrees to adopt the Rehabilitation Plan of the Automotive Industries Pension Plan and pay an additional Five Percent (5%) per year assessment for the life of the Agreement.

25.3 The Employer shall transmit said pension premiums to the Joint Trust Fund on the first day of each month and in no event later than the 20th day of said month.

25.4 There is further attached hereto and made a part hereof, Employer Subscriber Agreement, that simultaneously will be executed by all parties covered upon the execution of this collective bargaining agreement governing the Pension Program.

25.5 Additionally, during the term of this Agreement, should the Trustees of the Automotive Industries Pension Trust Fund determine future changes to the schedule of benefits and/or employer contributions are required as part of a Rehabilitation Plan, both parties mutually agree to meet to discuss the impact of such changes.

SECTION 26. MACHINISTS 401k PLAN

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

The Employer further agrees that said contributions, upon deduction, shall be made no later than the fifteenth (15th) day of the month following the completion of the work month in which such contributions have been authorized.

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 RICHMOND SANITARY SERVICE, INC.

Address 3260 Blume Drive, Ste. 100

City Richmond State CA Zip Code 94806 Telephone No. (510) 262-7550

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 611.30 Effective: JULY 1 20 13

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 31st day of July, 2013.

Employer: RICHMOND SANITARY SERVICE, INC.

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

Authorized by (Print Name) SHAWN MOBERG
Redacted by the U.S. Department of
(Signature) the Treasury

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

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

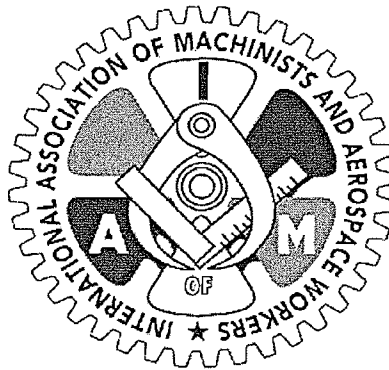
(Forward one signed agreement to the Trustees for consideration. If accepted, photocopies of the agreement will be sent to the parties.)

RUAN TRANSPORT CORP (FKA KINGS COUNTY TRUCK LINES)

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
RUAN TRANSPORT CORPORATION
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS
AFL-CIO
DISTRICT LODGE 190, LOCAL LODGE 653

RUAN

DEDICATION THAT MOVES YOUR BUSINESS



EFFECTIVE DATES:

October 1, 2015 --- September 30, 2019

SECTION 19. HEALTH & WELFARE, DENTAL, VISION AND PENSION.

19.01 Premium Payments: For the purpose of providing Health and Welfare, Dental, Prescription Drugs, Vision Care Benefits, \$25,000 Life Insurance, and Orthodontic Care under Automotive Industries Plan A for employees and the employee's dependents. Effective January 1, 2016, benefits will be provided under Automotive Industries "Plan B, Lower HRA" for employees and the employee's dependents, the Employer agrees to pay into Automotive Industries Welfare Fund premiums in accordance with the provisions of the Trust Agreement and Subscribers Agreement heretofore signed by the Employer. New hires become eligible for benefits the first of the month after date of hire.

19.02 Maintenance of Benefits:

The current share of cost under Plan A is as follows:

Employer Share: \$1,403.75	Employee Share: \$266.25
----------------------------	--------------------------

This share of cost will remain until the employees transition to Plan B effective January 1, 2016 with the employee's share of cost to be withheld through payroll deduction.

Share of Cost after transition to Plan B:

Effective January 1, 2016, the Employer will continue to pay their then current Plan A share of cost amount after the employee's and their dependents change to Plan B. The employee's share of cost effective January 1, 2016 will be \$175.54 per month to be withheld through payroll deduction. The current "blended" monthly premium is \$1,579.29.

In addition to the current employee contribution in the paragraph above, any "blended" monthly premiums which exceed the above listed premium amounts (\$1,579.29) per month shall be split 50/50 with the Employer paying one-half the amount and the employee paying one-half the amount with the amounts paid by the employee receiving the insurance through pre-tax payroll deduction.

Opt out of Benefits:

Employees that provide proof of alternative Health and Welfare benefits will have the option to Opt out of the benefits provided under this Section. Employees can choose to Opt out of all the benefits provided or they can elect to Opt out of just the Health/Welfare and Drug benefit while maintaining the Vision, Life Insurance, Dental and Orthodontic benefits. Employees that opt out of benefits will receive a monthly Opt out stipend of Three hundred Dollars (\$300.00) per month. Employees that lose coverage under their alternative Health and Welfare benefits will be required to notify the Employer within 30 days of the loss of that coverage.

RUAN TRANSPORT CORPORATION

Blended Premium:

1. The parties agree that the current total blended cost of "Plan B, Lower HRA" for all components is \$1579.29 for year one of this agreement.
2. On or about August 1 of each year during the term of this Agreement, the parties will review the latest invoice from the Trust. At that time, the number of employees in each of the three categories (Employee Only, Employee Plus One, Employee Plus Two or more) will be determined. Next, the premiums that are applicable for that September 1 will be applied for each of the above mentioned categories and the total amount will be divided by the number of bargaining unit employees to determine the "blended" rate applicable for the next contract year. Employees that Opt out of the benefits plan will be considered as an Employee Only for the above mentioned computation. Listed below is the computation used to arrive at the current blended rate:

The current compliment of employees include one (1) Employee Only, three (3) Employee Plus One and three (3) Employee Plus Two or more. The current monthly premium costs of all the benefits described above are as follows:

Employee Only	Employee Plus One	Employee Plus Two or more
\$774.00	\$1542.00	\$1885.00

With one (1) Employee Only, the total monthly cost for that group is \$774.00. With three (3) Employee Plus One, the total monthly cost for that group is \$4,626.00. With three (3) Employee Plus Two or more, the total monthly cost for that group is \$5,655.00. The combined monthly total for all three (3) groups is \$11,055.00. This amount divided by the then current total of seven (7) employees is \$1,579.29 which is the current "blended" rate.

Employee Demographic Opener: Should the census of the employees and their dependents change dramatically (Employee Only, Employee Plus 1, Employee Plus Family) The parties agree to open this provision of the agreement and bargain over a mutually agreeable solution.

19.03 In the event that a national health insurance plan becomes effective and operative during the term of this Agreement, the Employer and the Union will, at that time, negotiate on the difference between the present health and welfare and the national health insurance plan.

19.04 Pension: The Employer shall make contributions to the **AUTOMOTIVE INDUSTRIES PENSION TRUST FUND** for each eligible employee* in the following amounts:

Effective upon ratification and throughout the life of the Agreement.....\$520.00 per month

RUAN TRANSPORT CORPORATION

*An eligible employee is defined as an employee who receives compensation during the month (*i.e.*, wages, sick leave, vacation, jury duty, paid holidays).

SECTION 20. RUAN PROFIT SHARING AND SAVINGS PLAN

20.01 The employer agrees to allow the employees of Terminal 339 (hereinafter the “bargaining unit”) to participate in the Ruan Profit Sharing and Savings Plan (commonly referred to as the Ruan 401(k) Plan) on a voluntary basis and after sixty (60) days of employment. Employees may contribute between one percent (1%) and eighty percent (80%) each pay period. Under this arrangement, the employees of the bargaining unit are not eligible for the company match under the plan and are not subject to any automatic enrollment features of the plan, however, other plan provisions including loans and investment options are available to those bargaining unit employees who complete enrollment into the plan. Employee participation in this plan is voluntary. Amounts deferred will be pre-taxed wages.

SECTION 21. JURY DUTY.

21.01. The Employer shall reimburse an employee for any loss of wages caused by such employee performing jury duty.

21.02. On any day on which an employee is called for jury duty, they shall not be required to report for work on any shift starting prior to the time they are due to report for said jury duty.

21.03. If the employee serves less than eight (8) hours on jury duty, they may be required to report for work when excused. They may be worked at the straight time rate for the number of hours which, taken together with their jury service and a reasonable allowance for travel time from the courthouse to their place of employment, will total eight (8) hours. The period of adjournment between the morning and afternoon court sessions shall be deemed time served on jury duty in those instances when the employee is required to report for the afternoon session.

21.04. All regular employees called for jury duty will receive up to a maximum of ten (10) days per contract year.

SECTION 22. FUNERAL LEAVE.

22.01. In the event of death in the family (father, mother, father-in-law, mother-in-law, spouse, brother, sister, child or foster child, grandparent and grandparent of spouse) a regular employee shall be entitled to such time off, without loss of pay not to exceed two (2) days, as may be reasonably necessary to attend the funeral and, if required on the part of the employee, to make necessary arrangements for the funeral. In the event that the employee must travel five hundred (500) miles or more one way to attend the funeral, he/she shall be

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 RUAN TRANSPORT CORPORATION
Address 754 S. BLACKSTONE STREET
City TULARE State CA Zip Code 93274 Telephone No. (559) 686-2857

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>520.⁰⁰</u>	Effective: <u>JANUARY 1 2013</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.

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(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).

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

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

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 3 day of Jan, 2013.

Employer: RUAN TRANSPORT CORPORATION Union: I.A.M. & A.W. LOCAL 653

Authorized by (Print Name) Ronny C. Hunsan (Print Name) Redacted by the U.S. Department of the Treasury
(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.)