

Section 2. Any adjustments needed to pay the difference in premium on behalf of each eligible employee, as may be determined by the Board of Trustees of the Automotive Industries Health and Welfare Fund for the purpose of maintaining the level of benefits provided by the Plan. The Employer also agrees to abide by the decisions and action of the Board of Trustees of the Automotive Industries Health and Welfare Fund and so sign the Health and Welfare and other subscriber agreements, which are attached and incorporated herein by reference thereto.

Section 3. Employees working in the Body Shop (Helpers, Rubbers and Polishers classification) will be covered on a single only basis for Health & Welfare.

ARTICLE XX. PENSIONS

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

	<u>EFFECTIVE</u>
	<u>9/1/2005</u>
Journeyman Body and Fender, Painters and Apprentices	\$459.66

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

Employees in their first three (3) years of employment shall have a pension contribution rate of \$229.83 per month (50%) of the contribution rate, upon their third (3rd) Anniversary date they shall receive \$321.76 per month (75%) of the contribution rate and upon their fifth (5th) Anniversary date they shall receive \$459.66 per month (100%) of the contribution rate.

ARTICLE XXI. CALIFORNIA MACHINISTS 401(k) PLAN

It is agreed that employees may voluntarily participate in the California Machinists 401(k) Plan by means of payroll deduction, effective. The Employer's sole obligations there under shall be limited to (1) making those payroll deductions which have been properly authorized in writing by individual employee participants, and (2) forwarding salary deferral contributions, which have been payroll-deducted on behalf of employee participants to the 401(k) Plan Administrator. The Employer shall make no contributions to the Plan and shall have no other obligations there under other than those expressly stated above, notwithstanding any amendment to the Plan Document stating otherwise. It is agreed that the form and amount of payroll deductions permitted under this Agreement, notwithstanding anything to the contrary contained in the Plan Document or any subsequent amendment thereto, shall be made weekly of an exact dollar amount, with a minimum deduction of one percent (1%) and maximum established by law. The Union shall indemnify and hold harmless the Employer against any or all suits, claims or obligations that may arise by reason of the application of the provisions of this Section.

Effective July1, 2014, Body Shop Helpers with twelve months of service with the Employer shall receive a monthly contribution of \$50 to the 401 (k) Plan.

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 STEWART'S BODY SHOP

Address 12540 San Pablo Avenue

City Richmond State CA Zip Code 94805 Telephone No. (510) 235-3515

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>229.83</u>	Effective: <u>JULY 1</u> <u>20 14</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

****CURRENT EMPLOYEES/JOURNEYMAN CLASSIFICATION DURING 1ST THRU 3RD YEAR**

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 30 day of May, 2014.

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

Authorized by (Print Name) JERRY STEWART (Print Name) PATRICK WOODWARD
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

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

SUNNYVALE AUTO BODY



AGREEMENT
BETWEEN
SUNNYVALE AUTO BODY
AND
INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
DISTRICT LODGE 190
LOCAL LODGE 1101
EFFECTIVE
JANUARY 1, 2013
THROUGH
DECEMBER 31, 2015



(f) Nothing contained in this Article will preclude the Union from submitting a claim for unpaid moneys for hourly compensation, vacation pay, holiday pay, or contributions to employee benefit funds to the Labor Commissioner of the State of California where such claim does not involve the interpretation of this Agreement.

Wage claims shall not be honored beyond thirty (30) days from the date the Union submitted the claim to the Employer.

ARTICLE 19
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:

Journeyman Pension:

Effective January 1, 2013 \$300.00

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 whose services with said Employer terminated thereafter during such 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.

Pension contribution shall only apply to the classification of Journeymen, no other classification are covered by this Article.

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 Sunnyvale Auto Body Inc
Address 1288 Forgewood Ave.
City Sunnyvale State CA. Zip Code 94089 Telephone No. (408) 736-4324

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>300⁰⁰</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.

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 22 day of February, 2013.

Employer: Sunnyvale Auto Body Union: Mechanists Automotive Trades Local 1101

Authorized by (Print Name) Robert Brost (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.

SVENHARD'S TRUCK SHOP

SVENHARD'S SWEDISH BAKERY, INC.
(AUTOMOTIVE/TRUCK SHOP AGREEMENT)

Effective: November 1, 2013
Through: November 1, 2016

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Section 2. The monthly premiums, as specified above, shall be forwarded to the Trustees by the Employer on the first day of each month and in no event later than twentieth (20th) day of said month.

Section 3. It is understood and agreed that in connection with aforementioned group health and welfare programs, the Employer will observe administrative and eligibility regulations as set forth in the Trust Agreement and Subscriber Agreement signed and executed by the joint parties hereto. The Employer agrees to maintain the scheduled level of benefits specified in the Joint Memorandum Agreement referred to above during the contract period.

ARTICLE 21. PENSION PLAN

Section 1. The Employer agrees to pay, on a monthly basis, to the Automotive Industries Pension and Welfare Trust Funds the amounts specified hereinafter per month per eligible employee:

11/1/13 through 11/1/2016
\$647.07

Section 2. The Employer 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. It is understood and agreed that in connection with the above Pension Trust Fund, the Employer will observe administrative and eligibility regulations as set forth in the Pension Agreement signed and executed by the joint parties hereto.

ARTICLE 22. 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) day of the month following the completion of the work month in which such contributions have been authorized.

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

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 SVENHARD'S SWEDISH BAKERY (Automotive Truck Shop)

Address 335 Adeline Street

City Oakland State CA Zip Code 94607 Telephone No. (510) 834-5035

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ <u>647.07</u>	Effective: <u>NOVEMBER 1 20 13</u>
IARP Plan \$ <u> </u>	Effective: <u> </u> <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.

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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.

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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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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.

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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 29 day of October, 2013.

Employer: <u>SVENHARD'S SWEDISH BAKERY</u> (Automotive Truck Shop)	MACHINISTS AUTOMOTIVE TRADES DISTRICT Union: <u>LODGE NO. 190 OF NORTHERN CALIFORNIA</u> <u>LOCAL 1546</u>
Authorized by (Print Name) <u>DAVID KUNKER</u> (Signature) <u>Redacted by the U.S. Department of the Treasury</u>	(Print Name) <u>PATRICK WOODWARD</u> (Signature) <u>Redacted by the U.S. Department of the Treasury</u>

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.)

SYAR INDUSTRIES

**MACHINISTS' AGREEMENT
2013-2016**

THIS AGREEMENT, made and entered into this 1st day of August, 2013 by and between **SYAR INDUSTRIES INC.**, (“Employer”) and the **International Association of Machinists and Aerospace Workers District Lodge 190 and Local Lodge 1596**, affiliated with the Building Trades Department of the American Federation of Labor, hereinafter called the “Union”.

WITNESSETH

WHEREAS: An Agreement was made and entered into between Syar Industries, Inc., and the Union on the 1st day of August, 2013 which provided for employment by the Employer of members of the Union and set up conditions of employment and wage scales to be paid, and

WHEREAS: The parties desire at this time to modify and revise said Agreement and to change certain portions thereof,

NOW THEREFORE: In consideration of the foregoing promises and the mutual covenants and agreements herein contained, the parties agree as follows:

A. That the parties acknowledge the truth of the statements herein recited.

B. This agreement shall be effective insofar as the schedule of wages, fringe benefits, and working conditions herein contained as of August 1, 2013.

01.00.00 **RECOGNITION**

01.01.00 Employer. The term “Employer” as used refers to SYAR INDUSTRIES, INC.

01.01.01 Scope of Agreement. This Agreement shall apply to wages and working conditions in the Employer’s commercial Aggregates Plants located in Napa and Sonoma Counties at Napa and Healdsburg, California. In the event the Employer operates or opens a commercial plant in addition to, or other than those plants existing on the effective day of this Agreement, the work of which is covered by the classifications listed in the Craft Supplement, attached, the Employer will be entitled to apply the labor Agreement with the most favorable wages and working conditions in effect in the immediate area for competitive plants bound by Agreements with the Union signatory hereto.

01.02.00 Employee. The term “Employee” as used herein shall mean any person whose work for an Employer in the area covered by this Agreement falls within the recognized geographical jurisdiction of the Union.

01.03.00 Union Recognition. The Employer recognizes the Union represents a majority of its employees covered by this Agreement and that the Union is authorized by those employees to bargain collectively with the Employer of such employees with reference to wages and working conditions.

If the Trustees determine that an additional amount is needed to maintain the level of benefits, the Union may elect to allocate the necessary amount from the wage/fringe benefit increase effective August 1, 2013, and August 1, 2015. Any monies allocated to Health and Welfare shall be effective on September 1.

In order to be eligible for coverage, an employee must have worked a minimum of eighty (80) hours (including vacations and holidays, but excluding sick leave, funeral leave and jury duty) during the month immediately preceding the month of coverage.

Employees who fail to work the required eighty (80) hours may maintain their coverage by making self payments. For laid off employees the Employer agrees to pay up to two (2) additional month's premium in any twelve (12) month period.

~~02.02.00 Effective September 1, 1997, the Employer agrees to pay \$28.00 per month per active Employee to the Automotive Industries Retiree Health and Welfare Plan on behalf of Retirees transferring from the Aggregates and Concrete Association Employees Security Fund to the Automotive Industries Welfare Fund.~~

03.00.00 **PENSION FUND**

03.01.00 In addition to contributions currently required (\$2.575 per hour) in accordance with the Subscribers' Agreement to the Automotive Industries Pension Trust Fund, 1640 South Loop Rd., Alameda, CA 94502 covering the employees of members of the Association employed in the classifications contained in this Supplement, the Employer will pay for each hour worked as described in the Subscribers' Agreement as amended October 1, 1967 in the manner prescribed therein the following amounts.

\$4.38 per hour	Effective February 1, 2013 based on January hours
\$758.50 per month	Effective February 1, 2013 based on January hours
\$4.59 per hour	Effective February 1, 2014 based on January hours
\$795.25 per month	Effective February 1, 2014 based on January hours
\$4.81 per hour	Effective February 1, 2015 based on January hours
\$833.84 per month	Effective February 1, 2015 based on January hours
\$5.05 per hour	Effective February 1, 2016 based on January hours
\$874.36 per month	Effective February 1, 2016 based on January hours

TRAINING FUND

Effective September 1, 1997 the Training Fund contribution shall be \$21.06 per month.

PENSION FUND

Effective September 1, 1997 the Automotive Industries Pension Fund contribution by the Employer shall be \$723.50 per month per eligible employee.

THIS AGREEMENT shall remain in effect through and including the 31th day of July 2016.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____, 2013.

EMPLOYER:

SYAR INDUSTRIES, INC.

UNION:

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS, District Lodge 190 and
Local Lodges 1173 and 1596

James M. Syar
President

Thomas J. Brandon
Area Director



Redwood Empire Lodge 1596

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS – AFL-CIO

4210 PETALUMA BOULEVARD NORTH, PETALUMA, CA 94952 – 1231

(707) 795-0086 • FAX: (707) 769-8440

LETTER OF UNDERSTANDING

The following is hereby understood and agreed between Syar Industries, Inc. (the Employer) and International Association of Machinists and Aerospace Workers, District Lodge No. 190, Local Lodges 1173 and 1596 (the Union).

The parties agree to re-open the August 1, 2011 to July 31, 2013 collective bargaining agreement between the Employer and the Union, for the sole purpose of amending the Automotive Industries Pension Rehabilitation Plan supplemental contribution rates from 12.5% to 5%.

All other terms and conditions of the current collective bargaining agreement between the Employer and the Union shall apply and remain in full force.

FOR THE EMPLOYER:
SYAR INDUSTRIES, INC.

FOR THE UNION:
I.A.M.A.W. District Lodge No. 190
Local Lodges 1596 and 1173

Redacted by the U.S. Department
of the Treasury

Date 12/5/2012

James M. Syar, President

Redacted by the U.S.
Department of the

By: _____ Date 12/5/2012

Thomas J. Brandon, Area Director

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 Syar Industries, Inc.

Address 2301 Napa Vallejo Hwy

City Napa State CA Zip Code 94558 Telephone No. (707) 252-8711

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$700.00	Effective: January 1, 2013
IARP Plan	\$23.50	Effective: January 1, 2013

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 5th day of Dec, 2012.

Employer: Syar Industries, Inc. Union: IAMAW District Lodge 190, Lodges 1596 and 1173

Authorized by (Print Name) James M. Svar (Print Name) Thomas J. Brandon, Area Director
Redacted by the U.S. Department of the Treasury Redacted by the U.S. Department of the Treasury
(Signature) [Redacted] [Redacted]

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

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

TEAMSTERS LOCAL 853

AUTOMOTIVE INDUSTRIES PENSION FUND

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

PENSION SUBSCRIBER AGREEMENT

Firm Name TEAMSTERS LOCAL 853
Address 7750 PARDEE LANE
City OAKLAND State CA Zip Code 94621 Telephone No. (510) 895-8853

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>190.00</u>	Effective: <u>SEPT. 1</u> <u>20</u> <u>16</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. Page 37.1.922

(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 2nd day of September, 2016.

Employer: TEAMSTERS LOCAL 853 Union: IBT

Authorized by (Print Name) ROME A. ALOISE (Print Name) ROBERT A. STRELO

(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.)

TELFER OIL COMPANY

RECEIVED

APR 22 2016

ATPA

APRIL 1, 2016 - MARCH 31, 2019

AGREEMENT

Between

TELFER PAVEMENT TECHNOLOGIES, LLC

And

**MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA**

For and on behalf of

**AUTOMOTIVE MACHINISTS LODGE NO. 1173
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

ARTICLE 22.

PENSION PROGRAM

Section 1. Employer Contributions

- (a) For the life of this Agreement the Employer shall make the following contribution to the existing area Pension Trusts as provided herein, for the purpose of providing Pension Benefits for the employees covered by this agreement:

\$826.64 per month

- (b) Qualification requirements determining the Employer's obligations to pay the contributions provided for above shall remain the same as in previous labor agreements and/or Trust Agreements in the respective areas.

Section 2. Eligibility and Benefits

The nature and benefits and all other questions of eligibility for benefits under the Pension Program shall be determined by the Trustees of the various area Trusts; provided, however, that the amounts of the monthly contributions required from the Employer shall not exceed the amounts set forth in Section 1 above.

Section 3. Acceptance of Trusts

By execution of this Agreement, the parties accept the provisions of the various area Trust Agreements, as they may be revised from time to time and ratify all actions heretofore taken or to be taken hereafter by the Trustees thereof, acting within the scope of their authority thereunder, subject to the restrictions set forth in this agreement.

ARTICLE 23.

WEARING APPAREL

The Employer shall furnish and be responsible for the laundering of appropriate cotton or other flame retardant wearing apparel for each regular full-time employee covered by this agreement, not to exceed the cost of one (1) pair of coveralls every day worked of the scheduled work week.

ARTICLE 24.

WORK WEEK, WORK DAY AND OVERTIME

Section 1. Work Week

The work week shall be five (5) consecutive eight (8) hour days, Monday through Friday or Tuesday through Saturday.

Section 2. Notice of Layoff

- (a) An employee shall be given notice of layoff due to a normal reduction in force not

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

PENSION SUBSCRIBER AGREEMENT

APR 22 2016

Firm Name Telfer Pavement Technologies, LLC (Formerly Telfer Oil Company) ATPA

Address P. O. Box 709 (211 Foster Street)

City Martinez State CA Zip Code 94553 Telephone No. (925) 228-1515

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	<u>\$700.00</u>	Effective: <u>April 1</u> <u>2016</u>
IARP Plan	<u>\$126.64</u>	Effective: <u>April 1</u> <u>2016</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:

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F. Plan Documents.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of April, 2016.

Machinists Automotive Trades District Lodge 190

Employer: Telfer Pavement Technologies, LLC Union: Automotive Machinists Lodge No. 1173, IAMAW

Authorized by (Print Name) Daniel I. Franke, Executive V. P. (Print Name) Brian Fealy, Business Representative

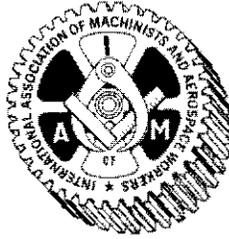
(Signature) [Redacted by the U.S. Department of the Treasury] (Signature) [Redacted by the U.S. Department of the Treasury]

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.)

THERMA CORPORATION

RECEIVED
10/1/13



COLLECTIVE AUTOMOTIVE AGREEMENT

between

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

and

THERMA CORPORATION



October 1, 2013 to and including September 30, 2018

Wage claims shall not be honored beyond thirty (30) days from the date the Union submitted the claim to the Employer.

ARTICLE 19 - MOONLIGHTING

The Employer and the Union agree that any employee engaging in auto, truck or motorcycle repair work for profit outside his regular work hours while on the payroll of an employer signatory to this Agreement shall be subject to immediate discharge and such discharge shall not be subject to the grievance procedure. The Union agrees to provide the Employer with evidence of proof of such activities on the part of the employee when discharge is requested by the Union. The Employer agrees that in instances of discharge initiated by the Employer that proof of violation of this provision will be provided by the Employer. If the Employer and the Union cannot agree upon the sufficiency of facts upon which the discharge is based, the Arbitration Board shall be the final judge in the matter.

ARTICLE 20 - 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 \$412.45, Effective April 15, 2008 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 whose services with said Employer terminated thereafter during such 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 representatives of management and labor.

ARTICLE 21 - 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.

(b) 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

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 THERMA CORPORATION

Address 1601 LAS PLUMAS AVENUE

City SAN JOSE State CA Zip Code 95133 Telephone No. (408) 347-3400

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>412.45</u>	Effective: <u>OCTOBER 1</u>	<u>20 13</u>
IARP Plan	\$ _____	Effective: _____	<u>20</u>

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

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

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

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

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

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

D. Payment Procedures.

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

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

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

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

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

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

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

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

F. Plan Documents.

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

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 2 day of September, 2013.

Employer: THERMA CORPORATION Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA LOCAL LODGE 1101

Authorized by (Print Name) JOSEPH PARISI (Print Name) ROBERT PINTOS
(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.)

TOBY'S TRUCKING

AGREEMENT

THIS AGREEMENT, entered into this 1st day of July by and between Toby's Trucking, hereinafter referred to as the EMPLOYER; and the INTERNATIONAL ASSOCIATION of MACHINISTS and AEROSPACE WORKERS, AFL-CIO, DISTRICT LODGE #190, hereinafter referred to as the UNION, shall be as follows:

WITNESSETH

SECTION 1. PURPOSE:

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

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

SECTION 2. JURISDICTION:

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

SECTION 3. UNION SECURITY:

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

(b) Within seven (7) working days from the date of hire of any employee, the Employer shall furnish the Union the date of hire; name, social security number, address and classification of each such employee on the form furnished the Employer by the Union.

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

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

SECTION 17. PENSIONS:

(a) Effective September 1, 2005, the Employer agrees to contribute to the Automotive Industries Pension Trust Fund the sum of Two Hundred and Seventy (\$270.00) per month per regular employee covered by this Agreement. This amount shall be for the life of this agreement.

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

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

(d) The base rate contribution rate that is used to apply the 5% annual increases is \$270 per month; in accordance with the Rehabilitation Plan dated 3/8/2016 the contribution rate to the AIP Fund are as follows: (5% increase annually)

1. Effective 1/1/2016 the amount of \$328.19
2. Effective 1/1/2017 the amount of \$344.60
3. Effective 1/1/2018 the amount of \$360.83
4. Effective 1/1/2019 the amount of \$378.92

SECTION 18. WEEKLY PAY PERIODS:

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

SECTION 19. GRIEVANCE SETTLEMENT PROCEDURES:

(a) The Employer and the Union agree to meet and deal with each other or through their duly authorized representatives only on the adjustment of disputes arising from the interpretation or application of the expressed provisions in this Agreement.

AUTOMOTIVE INDUSTRIES PENSION FUND

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POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120
www.aitrustfunds.org May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name Toby's Trucking Co.

Address 421 Payran St.

City Petaluma State CA Zip Code 94952 Telephone No. (707) 763-3867

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$328.19	Effective: January 1,	2016
Defined Benefit Plan	\$344.60	Effective: January 1,	2017
Defined Benefit Plan	\$360.83	Effective: January 1,	2018
Defined Benefit Plan	\$378.92	Effective: January 1,	2019

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

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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.

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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).

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

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

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

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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 2 day of May, 2016.

Employer: Toby's Trucking Co. Union: IAMAW District Lodge 190, Local Lodge No. 1596

Authorized by (Print Name) Toby Giacomini, Jr. (Print Name) Thomas J. Brandon, Area Director
(Signature) [Redacted by the U.S. Department of the Treasury] (Signature) [Redacted by the U.S. Department of the Treasury]

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

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

TOYOTA MATERIAL HANDLING (LOCAL 1414)



**RJMS dba
TOYOTA MATERIALS HANDLING
NORTHERN CALIFORNIA**

COLLECTIVE BARGAINING AGREEMENT

March 23, 2013 - March 22, 2016

International Association of Machinists & Aerospace Workers, AFL-CIO
Machinists Automotive Trades District No. 190
Peninsula Auto Machinists Local No. 1414