

MV TRANSPORTATION INC



RECEIVED

ATPA

**MV TRANSPORTATION, INC.
Technicians**

COLLECTIVE BARGAINING AGREEMENT

October 1, 2012, through September 30, 2017

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

SECTION 22 - PENSION PLAN

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

22.2 The Employer agrees to promptly execute a Pension Agreement in the standard format used by the Automotive Industries Pension Trust 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, effective January 1, 2013, as listed below.

In accordance with the Funding Rehabilitation Plan that was put in place effective 3/28/08 pertaining to the Collective Bargaining Agreements renewed after 4/27/08, the Employer agrees with the Rehabilitation Plan in its entirety and Section 22 is an acceptance of the said plan. Contributions to the Automotive Industries Pension Plan (AIP Fund) will be paid by the Employer from the maximum monthly contribution outlined in Section 03.01.00(b) as per the schedule:

The base rate contribution that is used to apply the 5% annual increases in accordance with the Rehabilitation Plan dated 3/28/08 the contribution rate to the AIP Fund is as follows (5% increase annually):

New contribution rates would be as follows:

Effective:	1/1/13	1/1/14	1/1/15	1/1/16	1/1/17
Technician A (Journeyman)	\$1,034.33	\$1,034.33	\$1,034.33	\$1,034.33	\$1,034.33
Technician B	\$557.61	\$585.49	\$614.76	\$645.50	\$677.78
Technician C	\$499.80	\$524.79	\$551.03	\$578.58	\$607.51
Parts Clerk	\$693.00	\$700.00	\$700.00	\$700.00	\$700.00

By signing the Pension Agreement, the Employer agrees to be bound by the terms of it, the Pension Fund’s Trust Agreement, and the rules of the Pension Fund, as all of them may be amended from time to time. In the case of any inconsistency between the terms of the Pension Agreement and this Collective Bargaining Agreement, the terms of the Pension Agreement shall prevail.

Any Employer who fails to pay into such Trust Fund the monthly sum above provided shall be personally responsible to the employees herein covered for the benefits which have been provided by such pension coverage.

If the Trustees of the above Pension Trust Fund find that an Employer has failed to make monthly contributions as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action upon the failure of the Employer to make the monthly contributions as provided above.

SECTION 23 – CALIFORNIA MACHINISTS 401k PLAN

23.1 The Employer agrees to offer, at no cost to the Employer, this payroll deduction 401k program, and will execute the necessary documents to facilitate any requested payroll deductions, then forward the funds in a manner as provided by this California Machinists 401k Plan. (This Plan is offered as an employee contribution plan only and other than the processing and facilitation, this plan is at no cost to the Employer, i.e., no Employer contributions.) **See Letter of Understanding #2.**

SECTION 24 - JURY DUTY/WITNESS

24.1 Employees on jury selection or duty, or called as a witness, will be paid two thirds of the wages (without loss of fringes) they would have earned had they remained on their work assignment, up to a maximum of one hundred twenty (120) working hours per contract year. Employees will be required to provide proof of jury service. An employee dismissed from jury selection will be expected to return to his/her work assignment provided it is possible for him/her to spend at least two (2) hours on the job.

SECTION 25 - ASSIGNABILITY AND CHANGE OF OWNERSHIP

25.1 In the event the Employer changes hands, the seller shall, at or prior to date of change of ownership, pay off all obligations to employees, including unused sick leave, unpaid wages, pro rata of earned vacations, unpaid premiums or contributions on medical, hospital and insurance plan and pension plan.

25.2 The Buyer shall have ninety (90) days from the date of taking possession in which to decide whether to keep or terminate any employee and may terminate any such employee. During such ninety (90) day period, the Buyer shall be obligated to pay the wages, vacations, contributions toward hospital, medical, and insurance plan and pension plan, and comply with all other conditions of this Agreement in effect at the time of the sale and transfer.

25.3 In the event that the Buyer continues to employ any of such employees for more than ninety (90) days after the date of said sale or transfer, such employees shall carry with them seniority, vacation and pension rights accumulated during the employment by the Seller.

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 M V Transportation, Inc. (Parts Clerk)

Address 3550 Third Street #1

City San Francisco State CA Zip Code 94124 Telephone No. (415)-648-3010

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>\$693.00</u>	Effective: <u>January 1</u> <u>20</u> ¹³
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.

NELSON BODY SHOP

Effective: January 1, 2015
Through: December 31, 2017

MASTER AGREEMENT

between

NELSON BODY SHOP

and

MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA
LOCAL LODGE 1546

and

AUTO, MARINE & SPECIALTY PAINTERS UNION
LOCAL LODGE 1176

THIS AGREEMENT is made and entered into this 1st day of January 1, 2015, by and between NELSON BODY SHOP, first party, hereinafter called the EMPLOYER and the, EAST BAY AUTOMOTIVE MACHINISTS LODGE NO. 1546 (affiliated with MACHINISTS AUTOMOTIVE TRADES DISTRICT LODGE NO. 190 OF NORTHERN CALIFORNIA, a party to this agreement), AUTO, MARINE AND SPECIALTY PAINTERS UNION, LOCAL NO. 1176, second party hereinafter collectively called the UNION.

ARTICLE I. DEFINITIONS

Section 1. The term "Employer" as used herein shall refer to Nelson Body Shop.

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

ARTICLE XX. PENSION

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

*To be determined on the ratification date.

EFFECTIVE

01/01/2015

*CATEGORY I

Journeyman Automotive,
Mechanics, Body and Fendermen &
Journeyman Painter

\$518.29

Section 2.

*CATEGORY II

Soft/Minor Collision,
Part time Metal Fitter &
Finisher

\$401.79

Section 3.

CATEGORY III - HIRED AFTER NOVEMBER 18, 1993

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

Section 4. The Employer further agrees to sign the Pension Subscriber Agreements which are attached to and incorporated herein by reference thereto.

ARTICLE XXI. EFFECTIVE AND ANNIVERSARY DATE

This Agreement shall be in full force and effect from January 1, 2015 to December 31, 2017. From and after December 31, 2017 this Agreement shall continue for yearly terms commencing with said date unless either of the parties gives to the other a sixty (60) day notice in writing immediately prior to said December 31, 2017 and each October 31st thereafter, expressing the desire of said party to terminate or revise and amend said Agreement. In the event of a notice desiring to revise and amend said Agreement, said notice shall not serve to terminate this Agreement, but merely to provide the necessary procedure for the revision of the Agreement to conform to changed conditions; it being the intent and agreement of the parties that upon the expiration of any yearly term the following yearly term shall automatically take effect, irrespective of whether or not notice of revision is given. If no notice of desire to amend is given, the provisions of the Agreement for the new terms shall be the same as the preceding term. If notice of desire to amend is given, the changes arrived at by reason of said notice shall become effective upon the date agreed to by the parties. Pending the resolving of the desired changes under consideration, the provisions of the expiring term shall continue in effect as the operative agreement of the parties.

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 NELSON BODY SHOP

Address 512 MARINA BOULEVARD

City SAN LEANDRO State CA Zip Code 94577 Telephone No. (510) 351-4286

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 518.29 Effective: JANUARY 1 2015

IARP Plan \$ _____ Effective: _____ 20____

**JOURNEYMAN CLASSIFICATION

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 11th day of December, 2014.

MACHINISTS AUTOMOTIVE TRADES DIST.

Employer: NELSON BODY SHOP

Union: LODGE NO. 190 OF NORTHERN CALIF.

Authorized by (Print Name) MIKE DARLING

(Print Name) DON CROSATTO

(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.)

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 NELSON BODY SHOP
Address 512 MARINA BOULEVARD
City SAN LEANDRO State CA Zip Code 94577 Telephone No. (510) 351-4286

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan	\$ <u>401.79</u>	Effective: <u>JANUARY 1</u> <u>20</u> <u>15</u>
IARP Plan	\$ _____	Effective: _____ <u>20</u> _____

**SOFT/MINOR COLLISION PART TIME METAL FITTER & FINISHER

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 11th day of December, 2014.

Employer: NELSON BODY SHOP Union: MACHINISTS AUTOMOTIVE TRADES DIST. LODGE NO. 190 OF NORTHERN CALIF.

Authorized by (Print Name) MIKE DARLING (Print Name) DON CROSATTO

(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.)

NIELLO BODY SHOP

RECEIVED

MAY 23 2015

ATPA

AGREEMENT

Between

NIELLO INFINITI

And

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

For and on Behalf of

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

And

**TEAMSTERS GENERAL TRUCK DRIVERS, WAREHOUSMEN,
HELPERS AND AUTOMOTIVE EMPLOYEES LOCAL NO. 315**

March 15, 2014 to July 1, 2016

26.03 Future increases in premium costs shall be borne equally by the Employer and the employees represented by the Machinists Union; employees represented by the Teamsters Union shall bear forty percent (40%) of any increases.

26.04 To the extent permitted by law, employees may pay monthly premiums through a Section 125 pre-tax deduction.

26.05 If an employee can present evidence of coverage through a separate health insurance plan, the employee may waive coverage and receive a seventy-five cent (\$.75) per hour increase in wage rate.

26.06 The Employer shall participate in the Automotive Industries Disability Plan and shall make monthly contributions necessary to maintain coverage by that Plan for all bargaining unit employees.

SECTION 27. RETIREMENT

27.01 **Pension Plan:** The Employer shall contribute on a monthly basis to the Automotive Industries Pension Trust. Contributions shall commence on the first day of the month following the employee's completion of his probationary period. Contributions shall be made as follows:

Service Technicians, Parts Technicians and Trainees:

First year of employment:	\$112.50 per month
Next twelve (12) months:	\$150.00 per month
Next twelve (12) months:	\$187.50 per month
Thereafter:	\$277.50 per month

All Other Employees:

First year of employment:	\$ 37.50 per month
Next twelve (12) months:	\$75.00 per month
Next twelve (12) months:	\$112.50 per month
Thereafter:	\$191.25 per month

27.02 **401(k) Plan:** The Employer shall make contributions on a monthly basis into the Machinists 401(k) retirement plan. Contributions shall be made on the first day of the month following the employee's completion of the employee's probationary period as follows:

Service Technicians, Parts Technicians and Trainees:

First year of employment:	\$37.50 per month
Next twelve (12) months:	\$50.00 per month
Next twelve (12) months:	\$62.50 per month
Thereafter:	\$92.50 per month

AUTOMOTIVE INDUSTRIES PENSION I

Trust Fund Copy

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 Niello Infiniti
Address 1001 Burnett Avenue
City Concord State CA Zip Code 94520 Telephone No. (925) 676-0200

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$277.50* Service & Parts Techs and Mechanical Trainees Effective: 03/15/2014

Defined Benefit Plan \$191.25* All Other Employees (Including Light Duty Techs) Effective: 03/15/2014

* See Section 27.01 for New Hire pension break-in rates.

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 15 day of March, 2014.

Machinists Automotive Trades District Lodge 190

Employer: **Niello Infiniti**

Union: **Automotive Machinists Lodge No. 1173, IAMAW**

Authorized by (Print Name) David Niello, Owner

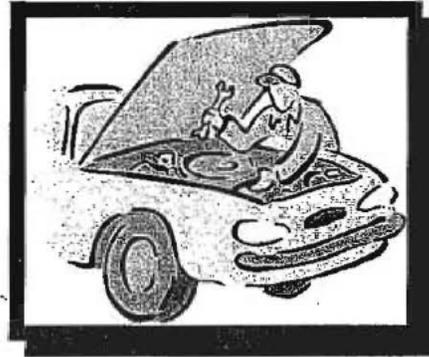
(Print Name) Rick Rodgers, Business Representative

(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.

NOEL MILLER, INC.



PENINSULA COALITION OF INDEPENDENT GARAGE OWNERS:

**HOWER AUTO REPAIR, INC.
NOEL MILLER, INC.
PACIFIC AUTO REPAIR, INC.**

COLLECTIVE BARGAINING AGREEMENT

April 1, 2008 through July 15, 2013

REVISED

ATPA

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

ARTICLE 25 - PENSION

25.01 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:

25.01 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.

25.01 b) Contributions: Employer contributions will be payable on the employees as provided in the Pension Agreement at the following monthly contribution rate, per eligible employee, of **\$340.00 for the term of the agreement.**

25.02 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.

26.03 Any Employer who fails to pay into such Trust Fund the monthly sum above provided shall be personally responsible to the employees herein covered for the benefits which would have been provided by such pension coverage.

25.04 If the Trustees of the above Pension Trust Fund find that an Employer has failed to make monthly contributions as above provided, it shall not be a violation of this Agreement for the Union to take necessary economic action upon the failure of the Employer to make the monthly contributions as provided above.

ARTICLE 26 – ADJUSTMENT OF GRIEVANCES

26.01 Grievance Procedures: Step 1. Oral Procedure - No matter shall be considered a grievance until it is first taken up orally by the employee and/or Shop Steward with the immediate Supervisor. Any settlement at this step shall be considered non-precedent setting. If the alleged grievance is not settled, it shall be reduced to writing and processed directly into Step 2, at which time it is considered an official grievance.

26.02 Step 2. Written Grievance: The Employee and/or the Shop Steward shall submit the written grievance to the Service Manager who will attempt to adjust the grievance. The Manager will render a decision in writing within five (5) working days from the time of its presentation to the Manager. When an unsatisfactory answer is received, the grievance may be referred to Step 3 in writing. If the grievance is unanswered within five (5) working days, the grievance will automatically be referred to STEP 3.

26.03 Step 3. Business Representative And Management - The Business Representative or authorized Union representative and Shop Steward and an authorized representative of the Employer, or the Employer's representative authorized to handle such matters, shall meet within five (5) working days. The Employer shall render an answer in writing within five (5) working days after such meeting. When an unsatisfactory answer is received, or if the grievance is unanswered within the above time limit, the Union may request the grievance be presented to a Grievance Board of Review as set forth in Step 4. If the Company does not agree to present the issue to a Grievance Board of Review, the issue will go to arbitration as set forth in Step 5.