

GOLDEN GATE TRUCK CENTER



GOLDEN GATE FREIGHTLINER, INC.
dba
GOLDEN GATE TRUCK CENTER
COLLECTIVE BARGAINING AGREEMENT

September 1, 2012 through August 31, 2018

International Association of Machinists & Aerospace Workers, AFL-CIO
East Bay Automotive Machinists Local No. 1546
Teamsters Automotive Union Local 853
Painters Union Local 1176

- (d) Any month that the Body Shop achieves 95% efficiency, the Employer agrees to pay \$273.50. Effective 9/1/2014, \$287.18 per month; Effective 9/1/2015, \$301.54 per month; Effective 9/1/2016, \$316.62 per month; Effective 9/1/2017, \$332.45 per month.

12.3 Efficiency Bonus: The aforesaid efficiency bonus will be paid by the 15th of the following month in a separate check.

12.4 Trust Agreement: The Employer understands that a certain trust agreement was made and entered into on the first day of October, 1956, in the County of Alameda, State of California, by and between Automotive Industries, Inc., and other Employers and Employer Associations and the East Bay Automotive Machinists Lodge 1546 and other Unions and Councils of Unions establishing the said Automotive Industries Welfare Fund, setting out the terms and conditions of said Trust Agreement and providing in Paragraph 3 thereof that an Employer may become a party to said Trust Agreement by executing a document in writing agreeing to become a party to and to be bound by the provisions of said Trust Agreement and by filing said document with the Trustees and their accepting the same.

The Employer by executing this document hereby agrees to become a party Employer to the said Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make the payments herein provided to the Trustees therein named.

12.5 Federal Health and Welfare Program: If during the term of this Agreement a Federal health and welfare program is established by legislation, this Agreement shall be open for the purpose of integrating or coordinating the health benefits with the Federal program.

SECTION 13. PENSIONS

13.1 Pension Contributions: Effective September 1, 2012, the Employer agrees to contribute and pay into the Automotive Industries Pension Fund on behalf of employees who are covered by this agreement except as provided below, the following sum per month for the life of the contract per eligible employee:

TECH I	TECH II
<u>Employees hired prior to 11/1/2004</u>	<u>Employees hired after 11/1/2004</u>
\$491.55*	\$356.35*
TECH III	
<u>Non-Journeyman classifications hired after 11/1/2004</u>	
\$153.50*	

13.1 Pension Rehabilitation Plan: The Letter of Understanding between Golden Gate Truck Center and the Machinists Automotive Trades District Lodge 190 for and on behalf of East Bay Automotive Machinists Local 1546, Painters Union Local 1176 and Teamsters Local 853 will remain in effect through the expiration of the Collective Bargaining Agreement.

The Employer agrees to continue pension contributions per the expired Collective Bargaining Agreement.

*The Pension Trust Fund Rehabilitation Plan requires an annual 5% increase in pension contributions over the next 8 years.

13.2 Pension Trust Fund: The Pension Trust Fund referred to herein is a jointly administered trust established in the County of Alameda, State of California, by a Pension Trust Agreement made and entered into as of the 1st day of September, 1955, and is known as the Automotive Industries Pension Trust Fund.

13.3(a) Effective September 1, 2012, the Employer shall also contribute to the I.A.M. National Pension Fund, National Pension Plan for each month for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement. The Employer shall make contributions on behalf of each employee for every month the employee receives pay.

Tech I	-	\$163.85 per month
Tech II	-	\$118.79 per month
Tech III	-	\$51.17 per month

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

C. Contributions for new, part time and temporary employees shall be made on their behalf on the first of the month following the completion of a probationary period of 480 hours worked.

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

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

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

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 GOLDEN GATE TRUCK CENTER

Address 8200 Baldwin Street

City Oakland State CA Zip Code 94621 Telephone No. (510) 632-3535

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 153.50 Effective: SEPTEMBER 1 20 12

IARP Plan \$ _____ Effective: _____ 20 _____

****TECH III (NON-JOURNEYMAN)**

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 14th day of APRIL, 20 14.

Employer: GOLDEN GATE TRUCK CENTER Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) TOM DEMPSEY (Print Name) STEVE OLDER

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

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

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

AUTOMOTIVE INDUSTRIES PENSION FUND

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May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name GOLDEN GATE TRUCK CENTER

Address 8200 Baldwin Street

City Oakland State CA Zip Code 94621 Telephone No. (510) 632-3535

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 356.35 Effective: SEPTEMBER 1 20 12

IARP Plan \$ _____ Effective: _____ 20 _____

****TECH II (AFTER 11/1/2004)**

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 14th day of APRIL, 2014.

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LODGE NO. 190 OF NORTHERN CALIFORNIA

Authorized by (Print Name) TOM DEMPSEY (Print Name) STEVE OLDER

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

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

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May 8, 2012

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Firm Name GOLDEN GATE TRUCK CENTER

Address 8200 Baldwin Street

City Oakland State CA Zip Code 94621 Telephone No. (510) 632-3535

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 491.55 Effective: SEPTEMBER 1 20 12

IARP Plan \$ _____ Effective: _____ 20 _____

****TECH I (PRIOR TO 11/1/2004)**

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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- (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.
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- (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 14th day of April, 2014.

Employer: GOLDEN GATE TRUCK CENTER Union: MACHINISTS AUTOMOTIVE TRADES DISTRICT
LODGE NO. 190 OF NORTHERN CALIFORNIA

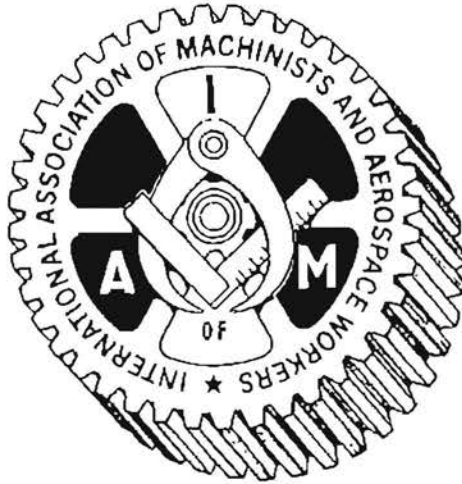
Authorized by (Print Name) TOM DEMPSEY (Print Name) STEVE OLDER
(Signature) Redacted by the U.S. Department of the Treasury (Signature) Redacted by the U.S. Department of the Treasury

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

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

GRANITE ROCK CO #17072

AGREEMENT



BETWEEN

GRANITE ROCK, INC.
WILSON QUARRY

AND

LOCAL LODGE 93
INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS

FILE COPY
[Handwritten signature]

week basis, he must again be laid off for two (2) days to request reassignment.

The Employer agrees the word "continuous" shall not be used or interpreted to circumvent a senior Employee's right to the protection of this Section. A senior Employee laid off for two (2) days may request reassignment to a job which he/she has previously performed satisfactorily for the Employer. An Employee who meets this requirement and exercises his/her right to request assignment to a job and is unable to perform the work in an acceptable manner shall not be discharged.

12.05.00 An Employee shall have no seniority rights and shall be considered a probationary Employee until or unless he has worked a total of ninety (90) working days in any twelve-(12) month period for the Employer at a designated plant under this Agreement, after which time his/her seniority date for purposes of layoff and recall shall be retroactive to sixty (60) calendar days prior to such qualification date. A probationary Employee shall be entitled to one (1) verbal performance review within the first sixty (60) working days.

The probationary period may, by mutual agreement between the Employer and the Union, be extended for an additional thirty (30) working days.

12.06.00 Continuous service shall be broken and recall right forfeited by:

12.06.01 discharge for cause;

12.06.02 voluntary quit;

12.06.03 withdrawal from the Union;

12.06.04 suspended subject to Section 02.00.00;

12.06.05 layoff of twelve (12) continuous months except that Employees with less than twelve (12) months of service shall lose recall rights after a layoff of six (6) continuous months. An Employee with seniority rehired within twelve (12) months of the last day worked shall be credited with past service;

12.06.06 Employee who applies for and receives Union Pension payments.

12.07.00 Failure to report after being recalled from layoff within three (3) days of receipt of notification at the Employee's last known address, provided that inability to report because of bona fide accident or illness shall not result in loss of seniority rights.

12.07.01 If the Employer is unable to contact the laid-off Employee or if a laid-off Employee refuses to report or fails to respond to the recall, the Employer shall send written notification to the Employee with a copy to the local Union.

13.00.00 HEALTH AND WELFARE

13.01.00 *Welfare Payments.* The Union has established trust funds for the purpose of providing medical and hospital benefits for Employees. Said trust funds are administered by a Board of Trustees.

13.02.00 The Employer subject to this Agreement shall continue to pay into said trust funds as provided in attached Wage Supplement for each Signatory Craft.

13.03.00 Eligibility for benefits under said trust funds shall be as determined by the trust agreements and any amendment or amendments thereto.

13.04.00 The liability of the Employer for the monthly payments herein provided shall be limited to payments on behalf of his own Employees. It is understood that the Employer who is required to make the contribution per hour for each hour worked (as defined in the Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers Supplements) to the trust fund as provided for above for any Employee for a given month shall not be required to make any other contribution for health and welfare benefits for said Employee to any other trust fund or otherwise for said month. The Employer shall not be liable for any of the monthly payments provided for herein.

14.00.00 PENSION PAYMENTS

14.01.00 *Separate Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers Supplements Attached Hereto Specify Pension Contributions.* Contributions for pensions shall be made for all hours worked (as defined in the Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers Supplements)

under this Agreement to the pension funds of the respective Operating Engineers Local Union No. 3, International Brotherhood of Teamsters, International Association of Machinists and Aerospace Workers, and Northern California District Council of Laborers commencing on the dates, at the rates and in accordance with the detailed statement set forth in the attached wage schedules.

14.02.00 The Employer shall make contributions and submit reports at the times and places and in accordance with the requirements of the respective trusts. The Employer shall not be liable to contribute to any pension trust fund, nor to maintain any pension or retirement program other than those provided for hereunder. Further, the Employer shall be required to contribute to only one trust for any one hour worked by any Employee.

14.03.00 The parties agree that increases described in the attached Wage Supplement for each Signatory Craft are the Employer's sole and complete obligation during the term of this Agreement. To the extent additional contributions may be required pursuant to the rehabilitation/funding plan adopted by the Fund's Board of Trustees, or pursuant to any other requirement of federal law (including but not limited to critical status surcharges under the Pension Protection Act of 2006), those additional contributions will come from increases described in the Wage Supplements. If additional money is required that is not available from the Wage Supplements, such additional money will come from reductions in wages and/or fringe benefits. Each Signatory Craft has selected its own schedule of benefits. The provisions allowing the Employer to pass through additional contributions or surcharges to the employees will only be enforceable to the extent they are not prohibited by law.

15.00.00 GRIEVANCE PROCEDURE

15.01.00 Any disputes arising under the specific terms of this agreement shall be resolved in accordance with the following procedure:

15.01.01 If the Union and the Employer are unable to resolve the dispute, it may be referred to Federal Mediation and Conciliation Service for Mediation by agreement of both parties within ten (10) working days. A Board of Adjustment panel may be utilized for a specific grievance in lieu of a Federal Mediation and Conciliation Service Mediator, by mutual agreement.

15.01.02 The Federal Mediation and Conciliation Service Mediator shall establish meeting dates, rules of procedure governing its proceedings, and adopt any forms necessary to administer the procedures prescribed by this section. Actions by the Mediator shall be within the scope and terms of this agreement.

15.01.03 The Mediator shall first attempt to reach agreement between the parties after first conducting a hearing in which each party shall present its factual case. If the parties are unable to reach voluntary agreement on the matter, the Mediator shall issue a verbal Advisory Opinion. The Advisory Opinion shall indicate which party would prevail if the Mediator had made a binding decision.

15.01.04 If the parties are unable to resolve the dispute through mediation or either party does not agree to participate, either party may elect to submit the dispute to formal arbitration within twenty (20) working days by written notification to the other party. Any such request for arbitration must be submitted to the California State Conciliation Service who shall be requested to submit a list of five (5) arbitrators from which one (1) shall be chosen by each party striking two (2) names from said list, each party striking alternately, the first party to strike to be determined by lot. The arbitrator whose name then remains shall hear the dispute. The matter shall then proceed to arbitration. The decision of said arbitrator shall be within the scope of and shall not vary from the express written terms of this Agreement. Any decision shall be based solely upon the interpretation of the meaning or application of the express written terms of this Agreement to the facts of the grievance as presented. In interpreting the express written terms of this Agreement, the parties may utilize past arbitration awards, bargaining history, prior grievances and their resolutions, and past practices. Said decision shall be final and binding on both parties. Pending such decision, work shall be continued in accordance with the express written provisions of this Agreement. The expense of employing said arbitrator shall be borne equally by both parties. Any extension of the twenty (20) day time limit provided in this Section shall be by written mutual agreement between the Employer and Union.

15.01.05 The Mediator's Advisory Opinion shall be non-admissible and shall be treated as confidential settlement discussions between the parties.

15.02.00 When a grievance involves rates of pay, hours worked, or job classifications, the Employer shall make available for inspection by the representative of the Union, at a convenient time and place, such time cards or other payroll records relating to the matter at issue in the grievance, and showing as to the particular Employee or Employees involved such rates of pay, classifications or hours worked as may be at issue in such grievances.

15.03.00 No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be

AUTOMOTIVE INDUSTRIES PENSION FUND

1640 SOUTH LOOP ROAD • ALAMEDA, CALIFORNIA 94502 • TELEPHONE (510) 836-2484 or (800) 635-3105

POST OFFICE BOX 23120 • OAKLAND, CALIFORNIA 94623-0120

www.aitrustfunds.org

May 8, 2012

PENSION SUBSCRIBER AGREEMENT

Firm Name GRANITE ROCK COMPANY

Address P.O. BOX 50001

City WATSONVILLE State CA Zip Code 95077 Telephone No. (408) 724-5611

Monthly Contribution Rate in Collective Bargaining Agreement

Defined Benefit Plan \$ 700.00 Effective: JULY 16 20 10

IARP Plan \$ 847.87 Effective: JULY 16 20 10

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 26th day of Sept., 20 12.

MACHINISTS AUTOMOTIVE TRADES DISTRICT

Employer: GRANITE ROCK COMPANY

Union: LODGE NO. 190 OF NORTHERN CALIFORNIA
LOCAL LODGE 98

Authorized by (Print Name) SHIRLEY OW

(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.)

GREYHOUND LINES

RECEIVED

JUL 29 2014

ATPA

National Master Agreement

Greyhound Lines, Inc.

and the

**International Association of Machinists and
Aerospace Workers (IAM&AW)**



October 1, 2013 - September 30, 2018

amended. No employee covered by this Agreement shall be sent by the Company to a location to perform any of the work that was being performed by the persons on strike. Accordingly, an employee who refuses to work at such location will not be subject to discharge, layoff, demotion, suspension or any other disciplinary action.

ARTICLE 5 - CHANGE OF OWNERSHIP

In the event the Company changes hands, the Company shall, at or prior to the date of change of ownership pay off all obligations to employees including unpaid wages, pro-rata of earned vacation, unpaid premiums or contributions on medical, hospital and insurance plan and pension plan.

If the Company, or any portion thereof, is sold, there shall be included in the documents relating to such a sale a requirement that the purchaser accept and be bound by this Agreement and all its terms for the duration of this Agreement.

ARTICLE 6 - MANAGEMENT OF OPERATIONS

It is not the intent of this Agreement to include matters of management herein, and the Company reserves to itself the management, conduct and control of the operations of its business, including: (1) the determination of the type, kind, make and size of equipment and when, how and where such equipment shall be used; (2) the prescribing of rules, instructions and regulations for the safe, proper and effective conduct of its business in a competitive environment; (3) the number and qualifications of employees employed by it and their reasonable standards of conduct; (4) the assignment of work to the extent not specified herein; and (5) except as limited by the Article titled "Manning of Maintenance Work," the use of leased operations and independent contractors. The Company also reserves the right to change decisions within the scope of this Article at any time.

ARTICLE 7 - MANNING OF MAINTENANCE WORK

It is the Company's policy to have maintenance work historically performed in its garages on Company operated vehicles continue to be performed at Company garages. However, in cases of road failure, the Company may have emergency temporary repairs made outside its garages in order to operate the bus to a Company facility for repairs.

Notwithstanding the preceding paragraph, the Company may outsource work to meet operational requirements if no qualified employees are available, overtime has been refused, and there are no qualified employees on furlough. The Company will outsource work only after discussion with the Union. The Company agrees that for this provision to be effective at any location, the current number of mechanics must be maintained at that location.

After providing a 60 day notice to the Union, the Company reserves the right to contract out the Service Work covered under the Supplemental Agreement between the Parties covering Service Workers in JAM garages, which is effective October 1, 2007.

ARTICLE 8 - HEALTH & WELFARE AND PENSION

(1) The Company will make a contribution to the Automotive Industries Pension Plan

in the amount of \$282.00 per employee per month.

- (2) The Company will make a contribution to the Machinist's Money Purchase Pension Fund in the amount of \$0.38 per hour worked up to a maximum of 40 hours per week. This contribution will be made on a monthly basis.
- (3) Health and Welfare benefit contributions will be made to the health and welfare plans determined by the Union and the Union will notify the Company where to send the required payments. Regardless of the health and welfare plans chosen by the Union, the company contribution amounts per employee per month will not exceed \$250 per week per employee.

Excess cost of Health and Welfare plans above the rates listed above will be funded by the employee through a deduction from their pay in the necessary amount to fund the insurance.

- a. The amount per week, per employee shall be contributed for any week in which an employee performs any service for the employer even when performing service outside of the bargaining unit because of illness or vacation replacement. For employees in the 701 plan, this shall apply to new employees the week following their hire date. For all other employees, coverage will be effective on the first day of the month following their hire date.
 - b. The obligation to make the above contribution shall continue during periods when the employee is not performing a direct service for the Employer due to fringes outlined in this Agreement, such as, vacations, jury duty, etc. The above does not include payment of accrued vacation at the time of the termination.
 - c. If an employee is absent because of a verified non-occupational illness or injury, the Employer shall continue to make the required contribution for a period of ninety (90) days.
 - d. If an employee is absent because of occupational illness or injury, the required contribution shall be made until the employee returns to work or for a period of twenty-six (26) weeks, whichever period is shorter.
 - e. If an employee takes off on his own other than his regular vacation, the Employer shall not be obligated for Welfare Fund payments for the week/weeks such employee is absent from work.
 - f. Subject to any applicable federal, state or local law, an employee must return and remain at work for thirty (30) work days to re-qualify for ninety (90) days or twenty-six (26) weeks for the same illness or injury. If an employee comes back on light duty and is re-injured, the employee will only be entitled to any remainder of contributions which had not been paid by the Employer in connection with the original injury or illness as established by this Article.
- (4) Employees will be permitted to participate in the IAM National 401 (k) Plan with the understanding that the Company is not obligated to make any matching contributions on behalf of such employees.