

**The New York State Teamsters Conference Pension and Retirement Fund**  
**Application for Suspension of Benefits under MPRA**

**EXHIBIT 17**

# THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement and all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, ~~casual~~ <sup>AC</sup> or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Drivers & Warehousemen

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$0.05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective 04/01/2011	3.3915		3.3915	\$135.66
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 04/01/2012	3.5611		3.5611	\$142.44
Schedule B <input type="checkbox"/>		Effective 04/01/2013	3.7392		3.7392	\$149.57
Schedule C <input type="checkbox"/>		Effective 04/01/2014	3.9262	3.9262	3.8701	\$157.05
Schedule D <input type="checkbox"/>		Effective 04/01/2015	4.1225	4.1225	4.0058	\$164.90
Schedule E <input type="checkbox"/>		Effective 04/01/2016	4.3286	4.3286	4.1458	\$173.14

Contract Type: ☐ UPS ☐ Freight-National ☐ Construction ☐ Municipal ☒ Other

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

~~Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.~~ <sup>AC</sup>

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the

delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

~~7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.~~

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

~~9. If a regular employee is absent because of illness or off the job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 0 weeks.~~

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration

proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 04/01/2011 and expire on 05/31/2016. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 04/01/2011

Expiration date of collective bargaining agreement 05/31/2016

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 560 EMPLOYER: ABC Supply Co., Inc.

ADDRESS: 707 Summit Avenue ADDRESS: 13 Production Way  
Union City, NJ 07087 Avenel, NJ 07001

SIGNATURE: [Redacted by the U.S. Department of the Treasury] SIGNATURE: [Redacted by the U.S. Department of the Treasury]

PRINT NAME: Harold Welsh PRINT NAME: ANDY CARONE

PRINT TITLE: Business Agent PRINT TITLE: HR MANAGER

DATE: 1-18-12 DATE: 1/30/12

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND  
 151 NORTHERN CONCOURSE, SYRACUSE, NY 13212  
 MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: [Redacted by the U.S. Department of the Treasury] DATE: 1/3/12  
 EXECUTIVE ADMINISTRATOR

AC 1/30/12

# THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

No contributions are due on behalf of part-time helpers (off the street hires) who work during the peak season set forth in Appendix A, Section 2 of the UPS-Teamsters Upstate/West New York Local Supplement (November 1<sup>st</sup> until January 1<sup>st</sup>); provided, however, that should the Employer retain or rehire a helper within 60 days of January 1<sup>st</sup>, the Employer shall be required to make retroactive contributions on that helper's behalf for the hours worked during the peak season.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Regular

<i>Rates of Contribution:</i>			<u>CONTRACT TYPE:</u>		REHABILITATION <u>SCHEDULE (attached)</u>	
	<u>Hourly</u>	<u>Weekly</u>				
Effective 8/1/10	<u>\$9.295</u>	<u>          </u>	<input type="checkbox"/>	UPS	<input checked="" type="checkbox"/>	Default
Effective 8/1/11	<u>To be determined by the Board of Trustees</u>		<input checked="" type="checkbox"/>	FREIGHT – National	<input type="checkbox"/>	Schedule A
Effective 8/1/12	<u>To be determined by the Board of Trustees</u>		<input type="checkbox"/>	FREIGHT – Area	<input type="checkbox"/>	Schedule B
Effective <u>          </u>	<u>          </u>	<u>          </u>	<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	Schedule C
Effective <u>          </u>	<u>          </u>	<u>          </u>	<input type="checkbox"/>	MUNICIPAL	<input type="checkbox"/>	Schedule D
Effective <u>          </u>	<u>          </u>	<u>          </u>	<input type="checkbox"/>	OTHER	<input type="checkbox"/>	Schedule E

Covered Employees: ☒ Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.



2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of 160 hours. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 160 hours.

2061, 2063, 2064,

2066, 2067  
, 2073

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the New York, New York regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after August 1, 2010 and expire on March 31, 2013. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement April 1, 2008.

Expiration date of collective bargaining agreement March 31, 2013.

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 118 - Rochester

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

*attached*

LOCAL UNION# 375 -Buffalo

Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_

PRINT NAME: Michael N. Wain

PRINT TITLE: President

DATE: 12-21-2010

LOCAL UNION# 264 - Buffalo

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

PRINT NAME: ANTONINO VACCARO

PRINT TITLE: BUSINESS AGENT

DATE: DEC. 21, 2010

LOCAL UNION# 294 - Albany

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

PRINT NAME: KEVIN D HUNTER

PRINT TITLE: SEC. TREAS.

DATE: 12/20/10

LOCAL UNION# 317 - Syracuse

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

PRINT NAME: Simon Farley

PRINT TITLE: BUSINESS AGENT

DATE: 12/20/10

LOCAL UNION# 449 - Buffalo

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

PRINT NAME: KENNETH E. NELLIGAN

PRINT TITLE: PRINCIPAL OFFICER/SEC. TREAS.

DATE: 12-10-10

LOCAL UNION# 529 - Elmira

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

PRINT NAME: John Farwell III

PRINT TITLE: PRESIDENT P.E.O.

DATE: 12/20/2010



LOCAL UNION# 687 - Potsdam

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCAL UNION# 693 - Binghamton

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

EMPLOYER: ABF Freight Systems, Inc.

Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_

PRINT NAME: David Evans

PRINT TITLE: V.P., Ind. Rel.

DATE: 12-27-10

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: Kenneth R. Stilwell

EXECUTIVE ADMINISTRATOR

REV. 10/2010

LOCAL UNION# 687 - Potsdam

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCAL UNION# 693 - Binghamton  
Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_

PRINT NAME: Bob Firmstone

PRINT TITLE: Secretary Treasurer P/A

DATE: 12/15/10

EMPLOYER: ABF Freight Systems, Inc.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND  
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212  
MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: Kenneth R. Stilwell  
EXECUTIVE ADMINISTRATOR

REV. 10/2010

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the New York, New York regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after \_\_\_\_\_ and expire on \_\_\_\_\_. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement \_\_\_\_\_.

Expiration date of collective bargaining agreement \_\_\_\_\_.

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 118 - Rochester

Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_

PRINT NAME: CHRISTOPHER DOOLE

PRINT TITLE: SECRETARY - TREASURER

DATE: 12/21/10

LOCAL UNION# 375 - Buffalo

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LOCAL UNION# 687 - Potsdam

Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_

PRINT NAME: Barry J. BisorellaPRINT TITLE: Business AgentDATE: 12/21/2010LOCAL UNION# 693 - BinghamtonEMPLOYER: ABF Freight Systems, Inc.

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Kenneth R. Stilwell

EXECUTIVE ADMINISTRATOR

REV. 10/2010

**New York State Teamsters Council  
Health and Hospital Fund  
New York State Teamsters Conference  
Pension and Retirement Fund**

Mailing Address:  
PO Box 4928  
Syracuse, NY 13221-4928  
Telephone: 315.455.9790  
Fax: 315.455.1237  
E-mail: [benefits@nytfund.org](mailto:benefits@nytfund.org)



September 23, 2015

Mr. Gary Caldwell  
ABF Freight System, Inc.  
P.O. Box 10048  
Ft. Smith, AR 72917-0048  
[gcaldwell@freight.abf.com](mailto:gcaldwell@freight.abf.com)

Mr. Chris Toole  
Union Chairman, New York State Supplemental Freight Agreement  
Teamsters Local Union No. 118  
130 Metro Park  
Rochester, NY 14623  
[ctoole@teamsterslocal118.org](mailto:ctoole@teamsterslocal118.org)

Re: National Master Freight Agreement Contribution Increase – August 1, 2015

Dear Gary and Chris:

Regarding the 'up to \$1.00" allocation of the August 1, 2015 contribution increase, the Funds received the attached notice dated September 22, 2015 from the Joint National Master Committee approving the proposed allocation.

The letter approves a Pension Fund allocation of \$.7244 per hour and a Health Fund allocation of \$.2756 per hour. In addition the Pension Fund has been notified that the negotiating parties agreed to reallocate a certain portion of the employees' wages to pay for the additional pension contribution requirement for Schedule E participation. For the period effective August 1, 2015, Schedule E requires a contribution increase of \$1.0388 per hour, therefore the employee's re-allocation will be \$.3144 per hour.

This will bring the respective rates as of August 1, 2015 to:

***NYS Teamsters Conference Pension & Retirement Fund***  
***\$13.6299/hour - \$545.20/week***

***NYS Teamsters Council Health & Hospital Fund***  
***\$74.42 per day - \$297.68 per week***

**BOARD OF  
TRUSTEES**

**Employer  
Representatives**

Michael S. Scalzo, Sr.  
Co-Chairman  
Broad Brook, CT

Robert L. Schaeffer  
Bernville, PA

Daniel W. Schmidt  
Lebanon, PA

Tom J. Ventura  
Overland Park, KS

**Labor  
Representatives**

John A. Bulgaro  
Co-Chairman  
Albany, NY

Brian K. Hammond  
Potsdam, NY

Paul A. Markwitz  
Rochester, NY

Mark D. May  
Syracuse, NY

**PARTICIPATING  
TEAMSTER  
LOCALS**

118 Rochester, NY  
264 Cheektowaga, NY  
294 Albany, NY  
317 Syracuse, NY  
355 Baltimore, MD  
445 Newburgh, NY  
449 Buffalo, NY  
529 Elmira, NY  
560 Union City, NJ  
687 Potsdam, NY  
812 Great Neck, NY  
1149 Baldwinsville, NY



The Funds have no role or responsibility with the employee's reallocation and will look to ABF for all contribution amounts as reallocated, including all reallocated amounts due retroactive to August 1, 2015.

If you have any questions or need additional information you can contact me directly at 315.455.4640.

Sincerely,

Redacted by the U.S. Department of the Treasury

Kenneth R. Stilwell  
Executive Administrator

CC: Tony Nations, ABF ([tnations@freight.abf.com](mailto:tnations@freight.abf.com))  
Michael S. Scalzo ([mscalzo@freight.abf.com](mailto:mscalzo@freight.abf.com))  
Linda Derocher, Health Fund Manager  
Jeffrey Heller, Pension Fund Manager

# Joint National Master Committee

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September 22, 2015

VIA FACSIMILE AND FIRST CLASS MAIL

Kenneth Stilwell  
Administrator  
New York State Teamsters Conference Pension And Retirement Fund  
New York State Teamsters Council Health And Hospital Fund  
P.O. Box 4928  
Syracuse, NY 13221-4928

Re: Fringe Benefit Contribution Rate Increases

Dear Mr. Stilwell:

The New York State Teamsters Conference Pension And Retirement Fund (the Pension Fund) has provided actuarial and other information to the Joint National Master Committee demonstrating that there will be no surcharge under the Pension Protection Act of 2006 (PPA) prior to August 1, 2016. In addition, both the Pension Fund and the New York State Teamsters Council Health And Hospital Fund (the Health Fund) have submitted information demonstrating that the requested contribution rate increases for August 1, 2015 are necessary to maintain benefits. Based on this information, the appropriate Supplemental Negotiating Committee should allocate the August 1, 2015 contribution rate increase as follows:

Pension Fund: \$.7244 per hour

Health Fund: \$.2756 per hour

These contribution rate increases will be payable retroactive to August 1, 2015.

In subsequent years, the Committee will reevaluate the need for any surcharge holdback and the appropriate allocation of fringe benefit contribution increases. In the meantime, please do not hesitate to contact us with any questions or concerns.

Sincerely,

Redacted by the U.S. Department of the Treasury

Tyson Johnson  
Co-Chairman, TNFINC

Send Responses to:

Tyson Johnson  
Co-Chairman, TNFINC  
25 Louisiana Avenue, NW  
Washington, DC 20001

Redacted by the U.S. Department of the Treasury

David Evans  
Vice President, Industrial Relations

David Evans  
Vice President, Industrial Relations  
ABF Freight Systems, Inc.  
3801 Old Greenwood Road  
Fort Smith, AR 72903

# THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Regular, Part-Time & Casual

*Rates of Contribution:*

Hourly

Weekly

CONTRACT TYPE:

Effective	<u>8/1/08</u>	<u>To be determined by the Board of Trustees</u>
Effective	<u>8/1/09</u>	<u>To be determined by the Board of Trustees</u>
Effective	<u>8/1/10</u>	<u>To be determined by the Board of Trustees</u>
Effective	<u>8/1/11</u>	<u>To be determined by the Board of Trustees</u>
Effective	<u>8/1/12</u>	<u>To be determined by the Board of Trustees</u>

<input type="checkbox"/>	UPS
<input checked="" type="checkbox"/>	FREIGHT - National
<input type="checkbox"/>	FREIGHT - Area
<input type="checkbox"/>	CONSTRUCTION
<input type="checkbox"/>	MUNICIPAL
<input type="checkbox"/>	OTHER

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of

the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 4 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the New York, New York regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In

# 2065

regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after April 1, 2008 and expire on March 31, 2013. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement April 1, 2008

**ORIGINAL**  
**FUND COPY**

Expiration date of collective bargaining agreement March 31, 2013

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

ABF FREIGHT SYSTEM, INC.  
P. O. BOX 10048  
FORT SMITH, AR 72917-0048

LOCAL UNION# 317

EMPLOYER: ABF Freight System, Inc.

ADDRESS: 566 Spencer Street

ADDRESS: 7020 Northern Blvd.

Syracuse, NY 13218-1637

East Syracuse, NY 13057

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

PRINT NAME: JOHN J RUFFO

PRINT NAME: A.J. Phillips

PRINT TITLE: BUSINESS AGENT

PRINT TITLE: VP, Industrial Relations

DATE: 4-28-08

DATE: 4-24-08

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: [Redacted by the U.S. Department of the Treasury]

DATE: 5/8/08

EXECUTIVE ADMINISTRATOR



**New York State Teamsters Council  
Health and Hospital Fund  
New York State Teamsters Conference  
Pension and Retirement Fund**

Mailing Address:  
PO Box 4928  
Syracuse, NY 13221-4928  
Telephone: 315.455.9790  
Fax: 315.455.1237  
E-mail: [benefits@nytfund.org](mailto:benefits@nytfund.org)



September 23, 2015

Mr. Gary Caldwell  
ABF Freight System, Inc.  
P.O. Box 10048  
Ft. Smith, AR 72917-0048  
[gcaldwell@freight.abf.com](mailto:gcaldwell@freight.abf.com)

Mr. Chris Toole  
Union Chairman, New York State Supplemental Freight Agreement  
Teamsters Local Union No. 118  
130 Metro Park  
Rochester, NY 14623  
[ctoole@teamsterslocal118.org](mailto:ctoole@teamsterslocal118.org)

Re: National Master Freight Agreement Contribution Increase – August 1, 2015

Dear Gary and Chris:

Regarding the 'up to \$1.00' allocation of the August 1, 2015 contribution increase, the Funds received the attached notice dated September 22, 2015 from the Joint National Master Committee approving the proposed allocation.

The letter approves a Pension Fund allocation of \$.7244 per hour and a Health Fund allocation of \$.2756 per hour. In addition the Pension Fund has been notified that the negotiating parties agreed to reallocate a certain portion of the employees' wages to pay for the additional pension contribution requirement for Schedule E participation. For the period effective August 1, 2015, Schedule E requires a contribution increase of \$1.0388 per hour, therefore the employee's re-allocation will be \$.3144 per hour.

This will bring the respective rates as of August 1, 2015 to:

***NYS Teamsters Conference Pension & Retirement Fund  
\$13.6299/hour - \$545.20/week***

***NYS Teamsters Council Health & Hospital Fund  
\$74.42 per day - \$297.68 per week***

**BOARD OF  
TRUSTEES**

**Employer  
Representatives**

**Michael S. Scalzo, Sr.**  
Co-Chairman  
Broad Brook, CT

**Robert L. Schaeffer**  
Bernville, PA

**Daniel W. Schmidt**  
Lebanon, PA

**Tom J. Ventura**  
Overland Park, KS

**Labor  
Representatives**

**John A. Bulgaro**  
Co-Chairman  
Albany, NY

**Brian K. Hammond**  
Potsdam, NY

**Paul A. Markwitz**  
Rochester, NY

**Mark D. May**  
Syracuse, NY

**PARTICIPATING  
TEAMSTER  
LOCALS**

118 Rochester, NY  
264 Cheektowaga, NY  
294 Albany, NY  
317 Syracuse, NY  
355 Baltimore, MD  
445 Newburgh, NY  
449 Buffalo, NY  
529 Elmira, NY  
560 Union City, NJ  
687 Potsdam, NY  
812 Great Neck, NY  
1149 Baldwinsville, NY

The Funds have no role or responsibility with the employee's reallocation and will look to ABF for all contribution amounts as reallocated, including all reallocated amounts due retroactive to August 1, 2015.

If you have any questions or need additional information you can contact me directly at 315.455.4640.

Sincerely,

Redacted by the U.S. Department of the  
Treasury

Kenneth R. Stilwell  
Executive Administrator

CC: Tony Nations, ABF ([tnations@freight.abf.com](mailto:tnations@freight.abf.com))  
Michael S. Scalzo ([mscalzo@freight.abf.com](mailto:mscalzo@freight.abf.com))  
Linda Derocher, Health Fund Manager  
Jeffrey Heller, Pension Fund Manager

# Joint National Master Committee

---

September 22, 2015

VIA FACSIMILE AND FIRST CLASS MAIL

Kenneth Stilwell

Administrator

New York State Teamsters Conference Pension And Retirement Fund

New York State Teamsters Council Health And Hospital Fund

P.O. Box 4928

Syracuse, NY 13221-4928

Re: Fringe Benefit Contribution Rate Increases

Dear Mr. Stilwell:

The New York State Teamsters Conference Pension And Retirement Fund (the Pension Fund) has provided actuarial and other information to the Joint National Master Committee demonstrating that there will be no surcharge under the Pension Protection Act of 2006 (PPA) prior to August 1, 2016. In addition, both the Pension Fund and the New York State Teamsters Council Health And Hospital Fund (the Health Fund) have submitted information demonstrating that the requested contribution rate increases for August 1, 2015 are necessary to maintain benefits. Based on this information, the appropriate Supplemental Negotiating Committee should allocate the August 1, 2015 contribution rate increase as follows:

Pension Fund: \$.7244 per hour

Health Fund: \$.2756 per hour

These contribution rate increases will be payable retroactive to August 1, 2015.

In subsequent years, the Committee will reevaluate the need for any surcharge holdback and the appropriate allocation of fringe benefit contribution increases. In the meantime, please do not hesitate to contact us with any questions or concerns.

Sincerely,

Redacted by the U.S. Department of the Treasury

Tyson Johnson  
Co-Chairman, TNFNC

Send Responses to:

Tyson Johnson  
Co-Chairman, TNFNC  
25 Louisiana Avenue, NW  
Washington, DC 20001

Redacted by the U.S. Department of the Treasury

David Evans  
Vice President, Industrial Relations

David Evans  
Vice President, Industrial Relations  
ABF Freight Systems, Inc.  
3801 Old Greenwood Road  
Fort Smith, AR 72903

# THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

(b) The Employer and Union understand and agree that the Fund contributions shall be made, as set forth herein, on all employees doing bargaining unit work, irrespective of whether said employees are full-time, part-time, casual or seasonal, except as is otherwise provided herein. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Regular

*Rates of Contribution:*

Hourly

Weekly

CONTRACT TYPE:

Effective	8/1/08	To be determined by the Board of Trustees
Effective	8/1/09	To be determined by the Board of Trustees
Effective	8/1/10	To be determined by the Board of Trustees
Effective	8/1/11	To be determined by the Board of Trustees
Effective	8/1/12	To be determined by the Board of Trustees

<input type="checkbox"/>	UPS
<input checked="" type="checkbox"/>	FREIGHT - National
<input type="checkbox"/>	FREIGHT - Area
<input type="checkbox"/>	CONSTRUCTION
<input type="checkbox"/>	MUNICIPAL
<input type="checkbox"/>	OTHER

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all employees from the first hour of the first day of employment.

Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of

the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

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10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the New York, New York regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In



#2069

regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after April 1, 2008 and expire on March 31, 2013. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement April 1, 2008.

Expiration date of collective bargaining agreement March 31, 2013.

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 449

EMPLOYER: ABF Freight System, Inc.

ADDRESS: 2175 William Street

ADDRESS: PO Box 10048

Buffalo, NY 14206

Fort Smith, AR 72917-0048

SIGNATURE: \_\_\_\_\_

Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_

Redacted by the U.S. Department of the Treasury

PRINT NAME: Kenneth E. Nelligan

PRINT NAME: A. J. Phillips

PRINT TITLE: Principal Officer/Secretary-Treasurer/Business Agent

PRINT TITLE: VP Industrial Relations

DATE: 4-8-08

DATE: 5-8-08

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

Redacted by the U.S. Department of the Treasury

SIGNATURE: \_\_\_\_\_

DATE: 6/4/08

EXECUTIVE ADMINISTRATOR

**New York State Teamsters Council  
Health and Hospital Fund  
New York State Teamsters Conference  
Pension and Retirement Fund**

Mailing Address:  
PO Box 4928  
Syracuse, NY 13221-4928  
Telephone: 315.455.9790  
Fax: 315.455.1237  
E-mail: [benefits@nytfund.org](mailto:benefits@nytfund.org)



September 23, 2015

Mr. Gary Caldwell  
ABF Freight System, Inc.  
P.O. Box 10048  
Ft. Smith, AR 72917-0048  
[gcaldwell@freight.abf.com](mailto:gcaldwell@freight.abf.com)

Mr. Chris Toole  
Union Chairman, New York State Supplemental Freight Agreement  
Teamsters Local Union No. 118  
130 Metro Park  
Rochester, NY 14623  
[ctoole@teamsterslocal118.org](mailto:ctoole@teamsterslocal118.org)

Re: National Master Freight Agreement Contribution Increase – August 1, 2015

Dear Gary and Chris:

Regarding the 'up to \$1.00' allocation of the August 1, 2015 contribution increase, the Funds received the attached notice dated September 22, 2015 from the Joint National Master Committee approving the proposed allocation.

The letter approves a Pension Fund allocation of \$.7244 per hour and a Health Fund allocation of \$.2756 per hour. In addition the Pension Fund has been notified that the negotiating parties agreed to reallocate a certain portion of the employees' wages to pay for the additional pension contribution requirement for Schedule E participation. For the period effective August 1, 2015, Schedule E requires a contribution increase of \$1.0388 per hour, therefore the employee's re-allocation will be \$.3144 per hour.

This will bring the respective rates as of August 1, 2015 to:

***NYS Teamsters Conference Pension & Retirement Fund***  
***\$13.6299/hour - \$545.20/week***

***NYS Teamsters Council Health & Hospital Fund***  
***\$74.42 per day - \$297.68 per week***

**BOARD OF  
TRUSTEES**

**Employer  
Representatives**

Michael S. Scalzo, Sr.  
Co-Chairman  
Broad Brook, CT

Robert L. Schaeffer  
Bernville, PA

Daniel W. Schmidt  
Lebanon, PA

Tom J. Ventura  
Overland Park, KS

**Labor  
Representatives**

John A. Bulgaro  
Co-Chairman  
Albany, NY

Brian K. Hammond  
Potsdam, NY

Paul A. Markwitz  
Rochester, NY

Mark D. May  
Syracuse, NY

**PARTICIPATING  
TEAMSTER  
LOCALS**

118 Rochester, NY  
264 Cheektowaga, NY  
294 Albany, NY  
317 Syracuse, NY  
355 Baltimore, MD  
445 Newburgh, NY  
449 Buffalo, NY  
529 Elmira, NY  
560 Union City, NJ  
687 Potsdam, NY  
812 Great Neck, NY  
1149 Baldwinsville, NY

The Funds have no role or responsibility with the employee's reallocation and will look to ABF for all contribution amounts as reallocated, including all reallocated amounts due retroactive to August 1, 2015.

If you have any questions or need additional information you can contact me directly at 315.455.4640.

Sincerely,

Redacted by the U.S. Department of the Treasury

Kenneth R. Stilwell  
Executive Administrator

CC: Tony Nations, ABF ([tnations@freight.abf.com](mailto:tnations@freight.abf.com))  
Michael S. Scalzo ([mscalzo@freight.abf.com](mailto:mscalzo@freight.abf.com))  
Linda Derocher, Health Fund Manager  
Jeffrey Heller, Pension Fund Manager

# Joint National Master Committee

---

September 22, 2015

VIA FACSIMILE AND FIRST CLASS MAIL

Kenneth Stilwell  
Administrator  
New York State Teamsters Conference Pension And Retirement Fund  
New York State Teamsters Council Health And Hospital Fund  
P.O. Box 4928  
Syracuse, NY 13221-4928

Re: Fringe Benefit Contribution Rate Increases

Dear Mr. Stilwell:

The New York State Teamsters Conference Pension And Retirement Fund (the Pension Fund) has provided actuarial and other information to the Joint National Master Committee demonstrating that there will be no surcharge under the Pension Protection Act of 2006 (PPA) prior to August 1, 2016. In addition, both the Pension Fund and the New York State Teamsters Council Health And Hospital Fund (the Health Fund) have submitted information demonstrating that the requested contribution rate increases for August 1, 2015 are necessary to maintain benefits. Based on this information, the appropriate Supplemental Negotiating Committee should allocate the August 1, 2015 contribution rate increase as follows:

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Sincerely,

Redacted by the U.S. Department of the  
Treasury

Tyson Johnson  
Co-Chairman, TNFINC

Send Responses to:

Tyson Johnson  
Co-Chairman, TNFINC  
25 Louisiana Avenue, NW  
Washington, DC 20001

Redacted by the U.S. Department of the  
Treasury

David Evans  
Vice President, Industrial Relations

David Evans  
Vice President, Industrial Relations  
ABF Freight Systems, Inc.  
3801 Old Greenwood Road  
Fort Smith, AR 72903

# THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

## PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

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(c) The Employer agrees to contribute as follows, not to exceed the maximum:

Covered Group of Employees (Define) Regular

*Rates of Contribution:*

Hourly

Weekly

CONTRACT TYPE:

Effective	8/1/08	To be determined by the Board of Trustees
Effective	8/1/09	To be determined by the Board of Trustees
Effective	8/1/10	To be determined by the Board of Trustees
Effective	8/1/11	To be determined by the Board of Trustees
Effective	8/1/12	To be determined by the Board of Trustees

<input type="checkbox"/>	UPS
<input checked="" type="checkbox"/>	FREIGHT - National
<input type="checkbox"/>	FREIGHT - Area
<input type="checkbox"/>	CONSTRUCTION
<input type="checkbox"/>	MUNICIPAL
<input type="checkbox"/>	OTHER

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Formula for Road Drivers Contributions: Total miles driven in a tour of duty divided by 25 miles per hour equals hours per trip.

(d) All such payments to be made to the Fund are to be received by the Fund office on or before the tenth (10th) day of the month following the month in which said monies were accrued, except when otherwise agreed by the Fund, but not to exceed by the end of the same month due.

2. Failure on the part of the Employer to timely contribute on any of its employees as specified herein shall make the Employer liable for all employee benefit claims which are incurred during the period of delinquency, damages, reimbursement to the Fund for the Fund's attorneys' fees, auditors' fees, court costs, disbursements and expenses incurred by the Fund in recovering the above. In addition, the Employer must pay all arrears due the Fund together with liquidated damages in the sum of ten percent (10%) of the delinquent amount. The late payment of any delinquency by the Employer shall not in any way relieve it from the obligations set forth above. In addition, when the Employer is notified in writing by the Fund that it is delinquent, the Employer must immediately pay the delinquent amount to the Fund. After said payment, the Employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be final and binding. In the event of failure of the Employer to comply with any of



the rules of the Fund, the Employer and all its participating employees, at the Fund's sole discretion, shall cease to participate in the Fund, and the Employer shall be responsible for all the benefits and all other charges specified herein.

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation Agreement, the Employer shall pay the full cost of the audit that has been performed by the Fund. In addition, the Employer shall be responsible as set forth in this Participation Agreement and the Fund's rules, regulations and/or collection policies.

4. The Fund shall be open to participation by any group of members belonging to a participating Union that fully complies with all rules and regulations of the Fund. In addition, the Employer may contribute to the Fund for employees working outside the jurisdiction of the collective bargaining agreement in the amount indicated above. However, if these employees are included, the Employer agrees to make contributions on all employees in this category subject to the same conditions and on the same basis as is provided in this Participation Agreement, and the Employer also agrees to continue to make contributions on all these employees for as long as there shall be a collective bargaining agreement between the Employer and the Union, subject to any and all rules and regulations or decisions covering this group that are issued by the Fund. The Employer must request in writing and receive written approval from the Fund in order to have these non-covered employees included. Such request must specifically define the category or categories involved.

5. Should any of the provisions of this Participation Agreement be declared to be in violation of the Labor-Management Relations Act of 1947, as amended, or any other State or Federal statute or regulation, such declaration shall in no way impair the effectiveness or continuity of the rest of the provisions of this Participation Agreement and such provisions are hereby expressly declared to be saved from such illegality.

6. Payments to the Fund must be made by the Employer for all compensable vacation and holiday time up to a maximum of one full calendar year.

7. If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions during the period of absence and such monies shall thereafter be promptly forwarded to the Fund in accordance with the rules of the Fund. In the event the Employer grants a leave and does not so comply, the Employer must pay the contributions subject to all other requirements in paragraph 2 herein.

8. The Employer agrees to furnish such information as may be necessary to enable the Fund to carry out its duties.

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 4 weeks.

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the New York, New York regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In

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regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after April 1, 2008 and expire on March 31, 2013. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement April 1, 2008  
Expiration date of collective bargaining agreement March 31, 2013

ORIGINAL  
FUND COPY

12. The Employer and its employees shall not be entitled to participate in this Fund unless the Employer and the Union are signatory to a current Participation Agreement.

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties.

The parties hereto have caused this Participation Agreement to be executed on the date shown by each of their signatures below.

LOCAL UNION# 529 EMPLOYER: ABF Freight System, Inc.

ADDRESS: 129 E. Chemung Place ADDRESS: PO Box 10048

Elmira, NY 14904 Fort Smith, AR 72917-0048

SIGNATURE: [Redacted] SIGNATURE: [Redacted]

PRINT NAME: John Farwell III PRINT NAME: A.J. Phillips

PRINT TITLE: President / P.E.O. PRINT TITLE: VP, Industrial Relations

DATE: 4/1/2008 DATE: 4-24-08

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND  
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212  
MAILING ADDRESS: P.O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: [Redacted] DATE: 5/5/08  
EXECUTIVE ADMINISTRATOR