

**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



September 23, 2015

Mr. Gary Caldwell
ABF Freight System, Inc.
P.O. Box 10048
Ft. Smith, AR 72917-0048
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

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)
Michael S. Scalzo (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, 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

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.

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

#2072

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.

LOCAL UNION# 687

EMPLOYER: ABF Freight System, Inc.

ADDRESS: 14 Elm Street

ADDRESS: PO Box 10048

Potsdam, NY 13676

Fort Smith, AR 72917-0048

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: MICHAEL E. MATTHEWS

PRINT NAME: A. J. Phillips

PRINT TITLE: SECRETARY-TREASURER

PRINT TITLE: VP, Industrial Relations

DATE: April 11, 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

Redacted by the U.S.
Department of the Treasury

SIGNATURE: _____

DATE: 8/1/08

EXECUTIVE ADMINISTRATOR

REV. 1/2008

**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



September 23, 2015

Mr. Gary Caldwell
ABF Freight System, Inc.
P.O. Box 10048
Ft. Smith, AR 72917-0048
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

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.

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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

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Representatives**

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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)
Michael S. Scalzo (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 this Participation Agreement, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(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) Adams Express Inc. - #9392

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:		Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective	11/01/2015	2.12		2.12	\$4.80
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective					
Schedule B <input type="checkbox"/>		Effective					
Schedule C <input type="checkbox"/>		Effective					
Schedule D <input type="checkbox"/>		Effective					
Schedule E <input type="checkbox"/>		Effective					
Schedule G <input type="checkbox"/>		Effective					

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.

(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 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. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. 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 provided hereinabove shall be payable from and after 11/01/2015 and continue until expiration of the collective bargaining agreement on 10/31/2016 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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contribute by contract or statute. c) the date the NLRB certifies the results of an election that terminates the Union's representative status or. d) the date the Union's representative status terminates through a valid disclaimer of interest. The Employer shall pay any contribution rate increases due under the Rehabilitation Plan in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 11/01/2015

Expiration date of collective bargaining agreement: 10/31/2016

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. Further, to the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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

LOCAL UNION# 294

EMPLOYER: Adams Express Inc.

ADDRESS: 890 Third Street
Albany, NY 12205

ADDRESS: 11 Teakwood Drive
Clifton Park, NY 12065

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

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

PRINT NAME: Charles Greenfield

PRINT NAME: John Adams

PRINT TITLE: Business Agent

PRINT TITLE: Manager

DATE: 10/27/2015

DATE: 9/17/15

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: 11/10/15

EXECUTIVE ADMINISTRATOR

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 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) 5204
522 - Office Clerical

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input type="checkbox"/>	Yes <input checked="" type="checkbox"/>	Effective 08/01/2013	\$12.61		\$12.61	\$504.40
Schedule A <input type="checkbox"/>	No <input type="checkbox"/>	Effective 08/01/2014	\$13.41		\$13.41	\$536.40
Schedule B <input type="checkbox"/>		Effective 08/01/2015	\$14.21		\$14.21	\$568.40
Schedule C <input checked="" type="checkbox"/>		Effective 08/01/2016	\$15.01		\$15.01	\$600.40
Schedule D <input type="checkbox"/>		Effective 08/01/2017	\$15.81		\$15.81	\$632.40
Schedule E <input type="checkbox"/>		Effective				

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.

(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 52 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

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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 08/01/13 and expire on 07/31/18. 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 08/01/2013.

Expiration date of collective bargaining agreement 07/31/2018.

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# 294

EMPLOYER: Albany Area Trucking & Allied Ind.

Health & Welfare Fund Local 294

ADDRESS: 890 Third Street

ADDRESS: 890 Third Street

Albany, NY 12206

Albany, NY 12206

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

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

PRINT NAME: John Bulgaro

PRINT NAME: John Bulgaro

PRINT TITLE: President & PEO

PRINT TITLE: President & PEO

DATE: _____

DATE: _____

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: Redacted by the U.S. Department of the Treasury SYRACUSE, NEW YORK 13221-4928

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

DATE: 5/16/14

EXECUTIVE ADMINISTRATOR

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, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(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) Aldridge Electric, Inc.

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:		Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective	1/1/2016	\$6.93		\$6.93	\$277.20
Schedule A <input type="checkbox"/>	No <input type="checkbox"/>	Effective	1/1/2017	\$7.35		\$7.35	\$294.00
Schedule B <input type="checkbox"/>		Effective	1/1/2018	\$7.79		\$7.79	\$311.60
Schedule C <input type="checkbox"/>		Effective	1/1/2019	\$8.26		\$8.26	\$330.40
Schedule D <input type="checkbox"/>		Effective	1/1/2020	\$8.75		\$8.75	\$350.00
Schedule E <input type="checkbox"/>		Effective					
Schedule G <input type="checkbox"/>		Effective					

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.

(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 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. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. 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 provided hereinabove shall be payable from and after 1/1/2016 and continue until expiration of the collective bargaining agreement on 12/31/2020 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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contribute by contract or statute, c) the date the NLRB certifies the results of an election that terminates the Union's representative status or, d) the date the Union's representative status terminates through a valid disclaimer of interest. The Employer shall pay any contribution rate increases due under the Rehabilitation Plan in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: January 1, 2016

Expiration date of collective bargaining agreement: December 31, 2020

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. Further, to the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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: Aldridge Electric, Inc.

ADDRESS: 2175 William Street
Buffalo, NY 14206

ADDRESS: 844 East Rockland Road
Libertyville, IL 60048

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

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

PRINT NAME: George E. Harrigan

PRINT NAME: Edward Kutschke *Stephen J. Rini*

PRINT TITLE: Principal Officer/Secretary-Treasurer

PRINT TITLE: Vice President *CEO*

DATE: 1/22/16

DATE: 1-13-16

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: 1/28/16

EXECUTIVE ADMINISTRATOR

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, the Trust Agreement, Plan documents and all of the rules and regulations of the Fund now and/or hereafter adopted by the Board of Trustees.

(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) Drivers, Laborers and Mechanics

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective 09/16/2014	1.2271		1.2271	49.08
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 09/16/2015	1.3007		1.3007	52.03
Schedule B <input type="checkbox"/>		Effective				
Schedule C <input type="checkbox"/>		Effective				
Schedule D <input type="checkbox"/>		Effective				
Schedule E <input type="checkbox"/>		Effective				
Schedule G <input type="checkbox"/>		Effective				

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.

(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 26 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. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. 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 provided hereinabove shall be payable from and after 09/16/2014 and continue until expiration of the collective bargaining agreement on 09/15/2016 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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contribute by contract or statute, c) the date the NLRB certifies the results of an election that terminates the Union's representative status or, d) the date the Union's representative status terminates through a valid disclaimer of interest. The Employer shall pay any contribution rate increases due under the Rehabilitation Plan in effect during negotiations with the Union and such payments shall be made in accordance with the rules and regulations of the Fund. A new Participation Agreement must be signed and submitted for each successor collective bargaining agreement.

Effective date of collective bargaining agreement: 09/16/2014

Expiration date of collective bargaining agreement: 09/15/2016

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. Further, to the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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

LOCAL UNION# 294

EMPLOYER: Allied Waste Svcs of NA, LLC,
d/b/a Allied Waste Svcs of Albany/Republic Svcs

ADDRESS: 890 Third Street
Albany, NY 12206

ADDRESS: 136 Slicker Road
Latham, NY 12110

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

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

PRINT NAME: Charles Greenfield

PRINT NAME: Jeffrey Burdick

PRINT TITLE: Business Agent

PRINT TITLE: UP

DATE: 12/9/14

DATE: 11/24/14

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: 1/5/15

EXECUTIVE ADMINISTRATOR

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 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) Allied Waste Services of North America, LLC – Truck Drivers

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input type="checkbox"/>	Yes <input type="checkbox"/>	Effective 07/01/11	1.21		1.21	48.40
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 07/01/12	1.35		1.35	54.00
Schedule B <input type="checkbox"/>		Effective 07/01/13	1.51		1.51	60.40
Schedule C <input type="checkbox"/>		Effective 07/01/14	1.68		1.68	67.20
Schedule D <input type="checkbox"/>		Effective 07/01/15	1.79		1.79	71.60
Schedule E <input checked="" type="checkbox"/>		Effective				

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.

(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 (12) 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 26 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

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND
RETIREMENT FUND

PARTICIPATION AGREEMENT

ADDENDUM

July 1, 2011 through June 30, 2016

1. This addendum to the 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") defining probationary employees required contributions.

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 for probationary employees as provided herein. The employer shall not be required to remit pension contributions to the Fund for probationary employees who began probation on July 1, 2006 or there after until such time the employee completes his/her probationary period. Upon completion of the probationary period, pension contributions shall be retroactive to the first day worked by the probationary employee. No agreement between the Employer and the Union shall alter this rule or any other rule or provision of this Participation Agreement.

LOCAL UNION #449

ADDRESS: 2175 William Street
Buffalo, NY 14206

SIGNATURE: [Redacted by the U.S. Department of the Treasury]
PRINT NAME: George E. Harrigan
PRINT TITLE: Secretary-Treasurer, PEO
DATE: 12/17/12

EMPLOYER: Allied Waste Services
of North America, LLC
ADDRESS: 2321 Kenmore Ave
Kenmore, NY 14217

SIGNATURE: [Redacted by the U.S. Department of the Treasury]
PRINT NAME: Jeffrey Burdick
PRINT TITLE: Area President
DATE: 11/29/12

New York State Teamsters Conference Pension and Retirement Fund
151 Northern Concourse, Syracuse, NY 14321
Mailing Address: P.O. Box 4928, Syracuse, New York 13221-4928

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

DATE: 12/14/12

ORIGINAL
FUND COPY

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 07/01/11 and expire on 06/30/16. 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 July 1, 2011.

Expiration date of collective bargaining agreement June 30, 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# 449

EMPLOYER: Allied Waste Services of
North America, LLC

ADDRESS: 2175 William Street
Buffalo, NY 14206

ADDRESS: 2321 Kenmore Ave
Kenmore, NY 14217

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

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

PRINT NAME: George E Harrigan

PRINT NAME: Jeffrey Burdick

PRINT TITLE: Secretary-Treasurer, PEO

PRINT TITLE: Area President

DATE: 12/14/12

DATE: 11/29/12

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: 12/14/12

EXECUTIVE ADMINISTRATOR

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 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) Alsco Inc. - Elmira #8389

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		60 Month DB (\$0.05 if elected)			
		Yes	No		Hourly		Hourly	Weekly	
Default	<input type="checkbox"/>	Yes	<input type="checkbox"/>	Effective	1/1/2014	2.63		2.63	105.20
Schedule A	<input type="checkbox"/>	No	<input type="checkbox"/>	Effective	1/1/2015	2.81		2.81	112.40
Schedule B	<input type="checkbox"/>			Effective	1/1/2016	3.00		3.00	120.00
Schedule C	<input checked="" type="checkbox"/>			Effective				\$ 0.00	\$ 0.00
Schedule D	<input type="checkbox"/>			Effective				\$ 0.00	\$ 0.00
Schedule E	<input type="checkbox"/>			Effective				\$ 0.00	\$ 0.00

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.

(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 26 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 01/01/2014 and expire on 12/31/2016. 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 01/01/2014.

Expiration date of collective bargaining agreement 12/31/2016.

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# 529

EMPLOYER: AlSCO, Inc

(Associated TEXTILE Rental Svcs.)

ADDRESS: 129 East Chemung Place

ADDRESS: 548 St Paul Street

Elmira, NY 14904

Rochester, NY 14605

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

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

PRINT NAME: John Farwell

PRINT NAME: Anthony J. Barbato

PRINT TITLE: PRESIDENT

PRINT TITLE: GENERAL MANAGER

DATE: 3/10/2014

DATE: 5/23/14

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: 6/6/14

EXECUTIVE ADMINISTRATOR

#5168 - August Bohl Contracting Co. ✓

APPENDIX A
ALBANY REGION LRD/AGC
TEAMSTERS LOCAL 294 (ALBANY)
2012-2016 HIGHWAY-HEAVY WAGE RATE SCHEDULES

7/1/12 - 6/30/2016

Effective July 1, 2012, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.42	\$8.44	\$7.95	\$1.00	\$43.81
Group 2	\$26.47				\$43.86
Group 3	\$26.56				\$43.95
Group 4	\$26.67				\$44.06
Group 5	\$26.82				\$44.21

Effective July 1, 2013, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.67	\$9.32	\$8.45	\$1.00	\$45.44
Group 2	\$26.72				\$45.49
Group 3	\$26.81				\$45.58
Group 4	\$26.92				\$45.69
Group 5	\$27.07				\$45.84

Effective July 1, 2014, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.92	\$10.26	\$9.00	\$1.00	\$47.18
Group 2	\$26.97				\$47.23
Group 3	\$27.06				\$47.32
Group 4	\$27.17				\$47.43
Group 5	\$27.32				\$47.58

Effective July 1, 2015, or for work on which the carryover clause has expired.

	<u>Wages</u>	<u>Welfare</u>	<u>Pension</u>	<u>Training</u>	<u>Total</u>
Group 1	\$26.92	\$11.31	\$9.59	\$1.00	\$48.82
Group 2	\$26.97				\$48.87
Group 3	\$27.06				\$48.96
Group 4	\$27.17				\$49.07
Group 5	\$27.32				\$49.22

Covered Group of Employees (Define) Bargaining Unit

Rehabilitation Schedule		60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default	<input type="checkbox"/>	Yes <input type="checkbox"/>	<u>Effective 07/01/2012</u>	<u>\$7.95</u>		<u>\$7.95</u>	
Schedule A	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	<u>Effective 07/01/2013</u>	<u>\$8.45</u>		<u>\$8.45</u>	
Schedule B	<input type="checkbox"/>		<u>Effective 07/01/2014</u>	<u>\$9.00</u>		<u>\$9.00</u>	
Schedule C	<input checked="" type="checkbox"/>		<u>Effective 07/01/2015</u>	<u>\$9.59</u>		<u>\$9.59</u>	
Schedule D	<input type="checkbox"/>		Effective _____				
Schedule E	<input type="checkbox"/>		Effective _____				

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.

(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