

9467

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 tribunal specified herein.

1. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 6/1/16, and expire on 5/31/17. 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 admitted for each subsequent Collective Bargaining Agreement.

Effective Date of Collective Bargaining Agreement 6/1/16. Expiration Date of Collective Bargaining Agreement 5/31/17.
2. 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.

3. 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: Danko Development

ADDRESS: ADDRESS: 8545 SH 56 Norfolk, NY 13667

14 Elm Street
Potsdam, NY 13676
Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: SIGNATURE:

PRINT NAME: F. Harry Danko

PRINT TITLE: President

DATE: 5-31-16 DATE: 5-31-16

Redacted by the U.S. Department of the Treasury

NEW YORK STATE TEAM EXTENSION AND RETIREMENT FUND
NORTHERN CONCORDS
MAILING ADDRESS: P.O. BOX 2
NEW YORK 13221-4928

SIGNATURE: EXECUTIVE DATE: 6/13/16

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) DePerno & Khanzadian, PC - #4273

Rehabilitation Schedule	60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB (5.05 If elected)		Total Hourly	Weekly
	Yes	No	Effective	Effective		Hourly	Hourly		
Default Schedule A	<input type="checkbox"/>	<input type="checkbox"/>	Effective 01/01/2015	Effective 01/01/2015	4.6912	_____	4.6912	_____	109.65
Schedule B	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Effective 01/01/2016	Effective 01/01/2017	5.2091	_____	5.2291	_____	208.38
Schedule C	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____	Effective _____	5.8477	_____	5.8477	_____	211.91
Schedule D	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____	Effective _____	_____	_____	_____	_____	_____
Schedule E	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____	Effective _____	_____	_____	_____	_____	_____
Schedule G	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____	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 Oneida, 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 hereinafter shall be payable from and after 01/01/2015 and continue until expiration of the collective bargaining agreement on 12/31/2017 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, 2015

Expiration date of collective bargaining agreement: December 31, 2017

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: DePerno & Khanzadian, PC

ADDRESS: 130 Lombard Court

ADDRESS: PO Box 83

Lithia, NY 13502
Redacted by the U.S. Department of the Treasury

Sylvan Beach, NY 13157-0360
Redacted by the U.S. Department of the Treasury

PRINT NAME: Timothy Hogan

PRINT NAME: Karen Khanzadian

PRINT TITLE: Asst. to CEO/Field Representative

PRINT TITLE: Owner

DATE: 5/26/15

DATE: 5-21-15

NEW YORK STATE TEAM
151 NORTHERN CONCOU
MAILING ADDRESS: P.

Redacted by the U.S. Department of the Treasury
THE PENSION AND RETIREMENT FUND
13212
HOUSE, NEW YORK 13221-4928

SIGNATURE: [Signature]
EXECUTIVE ADMINISTRATOR

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

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) DePerno & Khanzadian, PC - #4274

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:			Weekly
		Effective	Hourly	60 Month DB (\$'05 if elected)	
Default	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	010000015	4.8912	4.8912	166.05
Schedule A	<input type="checkbox"/>	010100016	5.2091	5.2091	206.36
Schedule B	<input checked="" type="checkbox"/>	010200017	5.5477	5.5477	221.81
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 01/01/2015 and continue until expiration of the collective bargaining agreement on 12/31/2017 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, 2015

Expiration date of collective bargaining agreement: December 31, 2017

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: DePerno & Khanzadian, PC

ADDRESS: 130 Leonard Court
Ulton, NY 13502

ADDRESS: PO Box 83
Sylvan Bazaar, NY 13157-0380

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

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

PRINT NAME: Timothy Hogan

PRINT NAME: Karen Khanzadian

PRINT TITLE: Asst. to PEO/Field Representative

PRINT TITLE: Owner

DATE: 5/26/15

DATE: 5-21-15

NEW YORK STATE TEAMS
151 NORTHERN CONCOUR
MAILING ADDRESS: P. O

ENSION AND RETIREMENT FUND
212
NEW YORK 13221-4928

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

DATE: [Signature]

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) Del Express (USA), Inc.

<i>Rates of Contribution:</i>	<i>Hourly</i>	<i>Weekly</i>	CONTRACT TYPE:	REHABILITATION SCHEDULE (attached)
Effective 01/01/10	\$5,245	\$209.60	<input type="checkbox"/> UPS	<input type="checkbox"/> Default
Effective 01/01/11	\$5,848	\$233.92	<input type="checkbox"/> FREIGHT - National	<input type="checkbox"/> Schedule A
Effective 01/01/12	\$6,520	\$260.60	<input type="checkbox"/> FREIGHT - Area	<input type="checkbox"/> Schedule B
Effective 01/01/13	\$7,269	\$290.76	<input type="checkbox"/> CONSTRUCTION	<input type="checkbox"/> Schedule C
Effective _____	_____	_____	<input type="checkbox"/> MUNICIPAL	<input type="checkbox"/> Schedule D
Effective _____	_____	_____	<input checked="" type="checkbox"/> OTHER	<input checked="" type="checkbox"/> Schedule E

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 proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American

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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 01/01/10 and expire on 03/31/13. 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 04/01/08

Expiration date of collective bargaining agreement 03/31/13

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# 317 EMPLOYER: DHL Express (USA), Inc.

ADDRESS: 566 Spencer Street ADDRESS: 15-31 Papetti Place

Syracuse, NY 13204
Redacted by the U.S. Department of the Treasury

Elizabeth, NJ, 07206
Redacted by the U.S. Department of the Treasury

SIGNATURE: [Redacted]

SIGNATURE: [Redacted]

PRINT NAME: Scott M. Farley

PRINT NAME: John Nuttall

PRINT TITLE: Business Agent

PRINT TITLE: Navigator, Labor Relations

DATE: 10/8/2010

DATE: 11/11/10

NEW YORK STATE TEAMS
151 NORTHERN CONCOURSE
MAILING ADDRESS: P. O. [Redacted]

Redacted by the U.S. Department of the Treasury
PENSION AND RETIREMENT FUND
13212
NEW YORK 13221-4928

SIGNATURE: [Redacted]
EXECUTIVE ADMINISTRATOR

DATE: 11/11

**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@nythfund.org



**BOARD OF
TRUSTEES**

**Employer
Representatives**

Michael S. Scalzo, Sr.
Co-Chairman
Durool Hrook, CT
Robert L. Schaefer
Berwynle, PA
Daniel W. Schmidt
Lebanon, PA
Tom J. Ventura
Overland Park, KS

**Labor
Representatives**

John A. Belgard
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 Cheekowaga, NY
294 Albany, NY
317 Syracuse, NY
355 Baltimore, MD
445 Newburgh, NY
449 Barfale, NY
529 Elmira, NY
560 Union City, NJ
687 Potsdam, NY
812 Great Neck, NY
1149 Taldonussville, NY

March 2, 2016

Ms. Karen Kezele
Labor Relations Manager
DHL (Airborne Express)
4450 East Marginal Way South
Seattle, WA 98134

RE: January 1, 2016 Allocation Increase

Dear Karen:

It has been brought to my attention that the increase for January 1, 2016 has never been implemented and communicated to you. The Board of Trustees of the New York State Teamsters Health and Pension Funds has determined the January 1, 2016 allocation to be:

Local 118 – Rochester, New York

Health & Hospital Fund only

Rate will increase to \$343.50 per week from \$331.90 (\$.29 * 40 hours). This represents a 3.5% increase.

Local 317 – Syracuse, New York

Health & Hospital Fund

Rate will increase to \$343.50 per week from \$331.90 (\$.29 * 40 hours)

Pension & Retirement Fund

Rate will increase to \$9.317 per hour from \$8.607 per hour with a weekly maximum of \$372.68. This represents a \$.71 per hour increase.

If you should have any questions do not hesitate to contact me directly at 315.455.4640.

Redacted by the U.S.
Department of the
Treasury

Kenneth R. Sittgraff
Executive Administrator

CC Christopher Toole - Teamsters Local Union No. 118
Tim BeVard - Teamsters Local Union No. 317

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) American/Canadian APD INC-USA Drivers

Rehabilitation Schedule	60 Month Death Benefit		Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)		Total Hourly	Weekly
	Yes	No			Effective	Effective		
Default	<input type="checkbox"/>	<input type="checkbox"/>	Effective 4/1/2013	5.65		5.65	all hours	
Schedule A	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Effective 4/1/2014	6.12		6.12	all hours	
Schedule B	<input type="checkbox"/>	<input type="checkbox"/>	Effective 4/1/2015	6.62		6.62	all hours	
Schedule C	<input type="checkbox"/>	<input type="checkbox"/>	Effective 4/1/2016	7.17		7.17	all hours	
Schedule D	<input type="checkbox"/>	<input type="checkbox"/>	Effective _____				all hours	
Schedule E	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Effective _____				all hours	

(Subject to caps See Attached)

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

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 Trustee 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 Oneida, New York or other appropriate tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration

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 2 weeks.

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

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.

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.

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 impact 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.

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 set 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.

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 or 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.

2. 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.

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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 4/1/2013 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 April 1, 2013

Expiration date of collective bargaining agreement December 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# 118 EMPLOYER: Anchor/Ontario APG NE-DBA Ontario

ADDRESS: 130 Metro Park ADDRESS: 735 Wangum Rd.

Rochester, NY 14623 Fishers, NY 14453

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

PRINT NAME: Paul Markwitz PRINT NAME: Laurie Boyan

PRINT TITLE: Business Agent PRINT TITLE: Regional HR Director, NE

DATE: 1/2/14 DATE: _____

NEW YORK STATE TRUSTEE OF THE U.S. Department of the Treasury
151 NORTHERN CONCOURSE
MAILING ADDRESS: _____
PENSION AND RETIREMENT FUND
NY 13212
CURP, NEW YORK 13221-4928

SIGNATURE: [Redacted] EXECUTIVE ADMINISTRATOR DATE: 3/8/14

Teamsters Local 118 & Anchor/Oldcastle-APG Northeast (Domine)

Re: Attachment to Pension Participation Agreement

CBA: April 1, 2013-December 31, 2016

Pursuant to Article 35 (Pension) of the Collective Bargaining Agreement between Teamsters Local 118 and Anchor/Oldcastle-APG Northeast/Domine, the annual pension contributions during the life of the agreement are capped as follows:

- 2013- No cap/All hours
- 2014- Cap/2080 hours
- 2015- Cap/2120 hours
- 2016- Cap/2080 hours

Accordingly, the fund recognizes the aforementioned annual caps.

Redacted by the U.S.
Department of the
Treasury

For the Compar

ite 12/8/13

For the Union

ite 12/4/13

For the Fund

3/20/14

**APPENDIX A ALBANY REGION LRD/AGC
TEAMSTERS LOCAL 294 (ALBANY)
2016-2019 HIGHWAY-HEAVY WAGE RATE SCHEDULES**

Effective July 1, 2016, 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> CS
Group 1	\$27.67	\$11.66	\$10.24	\$1.00	\$50.57
Group 2	\$27.72				\$50.62
Group 3	\$27.81				\$50.71
Group 4	\$27.92				\$50.82
Group 5	\$28.07				\$50.97

Effective July 1, 2017, 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	\$28.42	\$12.07	\$10.93	\$1.00	\$52.42
Group 2	\$28.47				\$52.47
Group 3	\$28.56				\$52.56
Group 4	\$28.67				\$52.67
Group 5	\$28.82				\$52.82

Effective July 1, 2018, 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	\$29.17	\$12.43	\$11.67	\$1.00	\$54.27
Group 2	\$29.22				\$54.32
Group 3	\$29.31				\$54.41
Group 4	\$29.42				\$54.52
Group 5	\$29.57				\$54.67

Group 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chaser.

Group 2: Tandems and Batch Trucks, Mechanics, Dispatcher.

Group 3: Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agilator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic, Fuel Truck.

Group 4: Specialized Earth Moving Equipment - Euclid Type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) Carrier, and self-contained concrete/wobblenaut.

Group 5: OFF-Highway Tandem Back-Dump, Twin Engine Equipment and Doubletricted Equipment where not self-loaded.

Water Tank, Sprinkler Trucks and Winch Trucks shall be governed by the appropriate group according to axle, i.e., single axle, three axle, Euclid or semi.

The classifications of Greasers, Truck Tiremen, Truck Mechanic, and Truck mechanic-helpers refer to hauling subcontractors.

In the event that the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers and the International Union of Operating Engineers shall reach an agreement on the international level, which agreement awards any or all of the following work classifications to the Teamsters Union, then the designation set forth below shall be followed:

Group 1: Rubber-tired tractors (towing or pushing flatbody vehicles), Form Truck.

Group 2: "A" Frame Operator, Front-end Loader, and Fork Lift when used as a hauling vehicle.

Group 3: Boom Truck.

The Employer recognizes the jurisdiction of the Union with respect to parts chasing and when the services of a Parts Chaser are required, such work shall be assigned to an employee of the Teamster craft. In the jurisdiction of Local 294 which shall not be changed during the life of this Agreement, parts chasing shall be assigned to the Steward.

Hazardous Waste: When an employee covered by this agreement performs hazardous waste removal work on a State and/or Federally designated waste site, and where relevant State and/or Federal regulations require employees to be furnished, and those employees use or wear the equivalent of Level C or above forms of personal protection, then in such case an employee shall receive \$1.00 per hour over the applicable Group rate.

SINGLE IRREGULAR WORK SHIFT: A single irregular work shift can start any time from 5:00 pm to 1:00 am. All employees who work a single irregular work shift on governmental mandated night work shall be paid an additional \$1.50 per hour. A single irregular work shift will be effective for work bid on or after January 1, 2001. It is understood and agreed that if the single irregular work shift language is not included in the NYS Department of Labor prevailing wage rate schedules, the premium is waived.

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) Heavy & Highway Agreement- Southern Tier

Rates of Contribution: *Hourly* *Weekly* *CONTRACT TYPE:* *REHABILITATION SCHEDULE (attached)*

Effective 07/01/13	\$7.37 all	hrs paid	<input type="checkbox"/>	UPS	<input checked="" type="checkbox"/>	Default
Effective 07/01/14	\$7.81 all	hrs paid	<input type="checkbox"/>	FREIGHT - National	<input type="checkbox"/>	Schedule A
Effective 07/01/15	\$8.28 all	hrs paid	<input type="checkbox"/>	FREIGHT - Area	<input type="checkbox"/>	Schedule B
Effective _____	_____	_____	<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	Schedule C
Effective _____	_____	_____	<input type="checkbox"/>	MUNICIPAL	<input type="checkbox"/>	Schedule D
Effective _____	_____	_____	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>	Schedule E

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 with such employee returns to work. However, such contributions shall not be paid for a period of more than _____ 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

5091

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 7/1/13 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 07/1/13

Expiration date of collective bargaining agreement 06/30/16

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# 317

EMPLOYER: Heavy & Highway Agreement
Southern Tier Economy TRAINING

ADDRESS: 566 Spencer Street

ADDRESS: 1819 NY Route 13

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

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

PRINT NAME: Duane E. Wright

PRINT NAME: Steve Compagni

PRINT TITLE: Vice-President

PRINT TITLE: President

DATE: 4/11/13

DATE: June 10, 2013

Redacted by the U.S. Department of the Treasury

NEW YORK STATE TEACHER PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE
MAILING ADDRESS: NEW YORK 13221-4928

SIGNATURE:  EXECUTIVE

DATE: 6/14/13

Received: 5/17/2018
05/27/2018 09:23 FAX 5077584742

May 27 2016 09:46am
ECONOMYPAVINGCO

Economy Paving
#3092
May 23 2016 09:54am
P003/004
0006/004

ONONDAGA COUNTY
EFFECTIVE APRIL 1, 2016- MARCH 31, 2018

ARTICLE 16 - WAGE RATES

The wage rate for employees covered by this Agreement shall start the first full payroll period beginning on or after the effective date as follows:

Group 1	6/1/18	\$23.36	6/1/17	\$23.91
Group 2	6/1/18	\$23.56	6/1/17	\$24.11

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Recorders, Greasers, Truck Tiremen, Mechanic Helpers, Parts Chaser, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic and Fuel Truck

GROUP 2: Specialized Earth Moving Equipment-Euclid Type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) Carrier, and self-contained concrete mobile unit, Off-Highway Tandem Back-Dump Twin Engine Equipment and Double-Hitched Equipment where not self-loaded.

ARTICLE 21 HEALTH AND WELFARE

The Employer agrees to participate in the New York State Teamsters Council Health and Hospital Fund for each employee covered by this Agreement within the jurisdiction of the Teamsters Local 317, and abide by the rules of said Fund set forth in the signed Participation Agreement. The employer agrees to contribute the following rates for all hours paid as follows:

6/1/16	\$14.10	6/1/17	\$14.80
--------	---------	--------	---------

All Employers who have not signed the applicable stipulation required will sign the applicable stipulation at the pre-job conference prior to commencement of work. Failure to sign said stipulation shall invalidate the no-strike clause.

ARTICLE 22 PENSION

6/1/16	\$8.36	6/1/17	\$8.86
--------	--------	--------	--------

The Employer agrees to contribute the following sums for all hours paid, to any and all employees, into the New York State Teamsters Conference Pension and Retirement Fund. The employer agrees to sign the standard Fund Participation Agreement as required by the Fund Trustees.

Group 1	6/1/16	\$58	6/1/17	\$60
Group 2	6/1/16	\$59	6/1/17	\$60

AGREED TO AND SIGNED

NYS TEAMSTERS ONONDAGA COUNTY

ECONOMY PAVING

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

S/2/16
Date

Walter K. Zoller
Date

Received: 6077564742
05/27/2016 08:23 FAX 6077564742

May 27 2016 08:44am P003
ECONOMYPAVINGBCD

0003/004

Economy Paving #8703

SOUTHERN TER - BROOME COUNTY
EFFECTIVE JULY 1, 2016- JUNE 30, 2018

May 23 2016 08:54am

P002/004

ARTICLE 16 - WAGE RATES

The wage rate for employees covered by this Agreement shall start the first full payroll period beginning on or after the effective date as follows:

Group 1	<u>7/1/16</u>	<u>7/1/17</u>
	\$23.94	\$24.46
Group 2	\$24.14	\$24.66

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tremen, Mechanic Helpers, Parts Chaser, Tandems and Batch Trucks, Mechanics, Dispatcher, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic and Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment-Eucld Type, or similar off-highway equipment, where not self-loaded, Straddle (Ross) Carrier, and self-contained concrete mobile unit, Off-Highway Tandem Back-Dump Twin Engine Equipment and Double-Hitched Equipment where not self-loaded.

ARTICLE 21 HEALTH AND WELFARE

The Employer agrees to participate in the New York State Teamsters Council Health and Hospital Fund for each employee covered by this Agreement within the jurisdiction of the Teamsters Local 317, and abide by the rules of said Fund set forth in the signed Participation Agreement. The employer agrees to contribute the following rates for all hour paid as follows:

<u>7/1/16</u>	<u>7/1/17</u>
\$13.20	\$13.95

All Employers who have not signed the applicable stipulation required will sign the applicable stipulation at the pre-job conference prior to commencement of work. Failure to sign said stipulation shall invalidate the no-strike clause.

ARTICLE 22 PENSION

<u>7/1/16</u>	<u>7/1/17</u>
\$7.95	\$8.43

The Employer agrees to contribute the following sums for all hours paid, to any and all employees, into the New York State Teamsters Conference Pension and Retirement Fund. The employer agrees to sign the standard Fund Participation Agreement as required by the Fund Trustees.

UNION DUES

<u>7/1/16</u>	<u>7/1/17</u>	
Group 1	\$60	\$61
Group 2	\$60	\$62

AGREED TO AND SIGNED

Teamsters Local 317
Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

Teamsters Local 317

S/23/16
Date

Economy Paving

May 26 2016
Date

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) ELDERLINE, INC.

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (5.05 if elected)		Weekly
				Hourly	Total	
Default	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Effective 1/1/2015	2.60	2.60	104.00	
Schedule A	<input type="checkbox"/>	Effective 1/1/2016	2.81	2.81	112.40	
Schedule B	<input type="checkbox"/>	Effective 1/1/2017	3.04	3.04	121.60	
Schedule C	<input type="checkbox"/>	Effective				
Schedule D	<input type="checkbox"/>	Effective				
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 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