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 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 12/31/2018 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, 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. 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: Matt Brewing Company
ADDRESS: 130 Lomond Court Utica, NY 13502	ADDRESS: 811 Edwards Street Utica, NY 13502
SIGNATURE: [redacted]	SIGNATURE: [redacted]
PRINT NAME: Donald Spost, JR	PRINT NAME: Alfred D. Matt
PRINT TITLE: Field Representative	PRINT TITLE: PResident & COO
DATE: 12-1-15	DATE:

[redacted]

NEW YORK STATE T[redacted]SION AND RETIREMENT FUND
151 NORTHERN CON[redacted]12
MAILING ADDRESS: [redacted], NEW YORK 13221-4928

SIGNATURE: [redacted] DATE: 5/11/16
EXECU[redacted]

REV. 201407

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) Matthews & Fields Lumber Company

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB ($.05 if elected)	Total Hourly	Weekly
Default	☐	Yes	☐	Effective	5/1/2013	$3.9938(40 hrs)		$3.9938	159.75
Schedule A	☐	No	■	Effective	5/1/2014	$4.2534(40 hrs)		$4.2534	170.14
Schedule B	■			Effective	5/1/2015	$4.5299(40 hrs)		$4.5299	181.20
Schedule C	☐			Effective	5/1/2016	$4.8243(40 hrs)		$4.8243	192.97
Schedule D	☐			Effective					
Schedule E	☐			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

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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.

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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~~ 6 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 5/1/2013 and expire on 4/30/2017. 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 May 1, 2013.

Expiration date of collective bargaining agreement April 30, 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.

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: Matthews & Fields Co., Inc.

ADDRESS: 130 Metro Park ADDRESS: 120 Stonewood Ave

Rochester, New York 14623 Rochester, New York 14616

Redacted by the U.S. Department of the Treasury

SIGNATURE [redacted]

PRINT NAME: John C. Emrich PRINT NAME: John Fields

PRINT TITLE: Business Agent PRINT TITLE: President

DATE: 6/23/13 DATE: 6/13/13

Redacted by the U.S. Department of the Treasury

NEW YORK STA[redacted]ENSION AND RETIREMENT FUND
151 NORTHERN [redacted]212
MAILING ADDRE[redacted]SE, NEW YORK 13221-4928

SIGNATURE: [redacted] DATE: 7/5/13
EXECUTIVE ADMINISTRATOR

REV. 1/2012

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) American Racing, LLC / Mid-State Raceway Inc.

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB ($.05 if elected)	Total Hourly	Weekly
Default	☒	Yes	☐	Effective	01/01/2015	1.3833		1.3833	55.33
Schedule A	☐	No	☒	Effective	01/01/2016	1.4663		1.4663	58.65
Schedule B	☐			Effective	01/01/2017	1.5543		1.5543	62.17
Schedule C	☐			Effective					
Schedule D	☐			Effective					
Schedule E	☐			Effective					
Schedule G	☐			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 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: 01/01/2015

Expiration date of collective bargaining agreement: 12/31/2017

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

ADDRESS: 130 Lomond Ct.
Utica, NY 13502

EMPLOYER: American Racing, LLC / Mid-State Raceway Inc.
d/b/a Vernon Downs

ADDRESS: PO Box 860
Vernon, NY 13478

SIGNATU[redacted]

PRINT NAME: Timothy Hogan

PRINT TITLE: Assistant to PEO / Field Representative

DATE: 1/13/15

PRINT NAME: Tom Osiecki

PRINT TITLE: President / GM

DATE: 1/24/15

NEW YORK STAT[redacted]ION AND RETIREMENT FUND
151 NORTHERN C[redacted]
MAILING ADDRE[redacted]NEW YORK 13221-4928

SIGNATURE:[redacted] DATE: 2/13/15
EXECUTIVE ADMINISTRATOR

REV. 201407

TEAMSTERS LOCAL 294 #9438
AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LABOR TEMPLE 890 THIRD STREET ALBANY, N.Y. 12206
PHONES: 489-5436 • 489-5437 • 489-5438
FAX 518-453-9251

JOHN BULGARO
PRESIDENT
and PRINCIPAL EXECUTIVE OFFICER

July 22, 2015

Dear Chris:

Please accept contributions from Midwest Steel. They are working under the Eastern Contractors Association (Building Trade Rate). If you have any questions please contact me.

Sincerely,

Redacted by the U.S. Department of the Treasury
[redacted]

Paul Engel
Assistant to the President
Teamsters Local 294

7-1-13 – 6-30-14 } 8.01

7-4-14 – 6-30-15 } 8.55

7-1-15 – 6-30-16 } 9.13

TEAMSTERS LOCAL 294
AFFILIATED WITH
INTERNATIONAL BROTHERHOOD OF TEAMSTERS
LABOR TEMPLE 890 THIRD STREET ALBANY, N.Y. 12206
PHONES: 489-5436 • 489-5437 • 489-5438
FAX 518-453-9251

JOHN BULGARO
PRESIDENT
and PRINCIPAL EXECUTIVE OFFICER

TEAMSTERS LOCAL 294
2014 - 2017 BUILDING WAGES

SCHEDULE A - WAGES

CLASS A - ZONE 1

	Per Hour	Per Day	Time & One Half	Double Time
07/01/14	$25.78	$206.24	$38.67	$51.56
07/01/15	$26.29	$210.32	$39.44	$52.58
07/01/16	$26.73	$213.84	$40.10	$53.46

CLASS A - ZONE 2

07/01/14	$18.57	$148.56	$27.86	$37.14
07/01/15	$20.02	$160.16	$30.03	$40.04
07/01/16	$20.26	$162.08	$30.39	$40.52

Straight trucks, winch, transit mix on the site, road oilers, dump trucks, pickup, panel, water trucks, fuel truck on the site (including nozzel).

CLASS B - ZONE 1

	Per Hour	Per Day	Time & One Half	Double Time
07/01/14	$26.08	$208.64	$39.12	$52.16
01/01/15	$26.59	$212.72	$39.89	$53.18
07/01/16	$27.03	$216.24	$40.55	$54.06

CLASS B - ZONE 2

07/01/14	$18.87	$150.96	$28.31	$37.74
07/01/15	$20.32	$162.56	$30.48	$40.64
07/01/16	$20.56	$164.48	$30.84	$41.12

Low Boy or Low Boy Trailer, Euclids or similar equipment.

SCEDULE B - FRINGE BENEFITS
Fringe benefits are as follows:

....	07/01/14	07/01/15	07/01/16
W.F...............	$ 8.48	$ 8.89	$ 9.33
Reg Employees (Mo.)	$1,358.00	$1,424.00	$1,495.00
P.F........................	$ 8.55	$ 9.13	$ 9.75
I.F........................	$ .25	.26	.26
T. & E. F............	$ 1.00	$ 1.00	$ 1.00
TOTAL	$ 18.28	$ 19.28	$ 20.34

SCEDULE B - FRINGE BENEFITS - ZONE 2
Fringe benefits are as follows:

....	07/01/14	07/01/15	07/01/16
W.F...............	$ 8.48	$ 8.89	$ 9.33
Reg Employees (Mo.)	$1,358.00	$1,424.00	$1,495.00
P.F........................	$ .82	$ 8.13	$ 8.75
I.F........................	$ .18	.26	.26
T. & E. F............	$ .00	$ 1.00	$ 1.00
TOTAL	$ 9.48	$ 18.28	$ 19.34

GEOGRAPHICAL JURISDICTION

ZONE 1: Entire Counties of Albany, Schenectady, Rensselaer, Greene, Columbia, Schoharie, Montgomery, Fulton, Saratoga, and Washington. The Towns of Bolton, Warrens, Thurman, Stonycreek, Burg, Lake George, Lake Luzerne and Queensbury in Warren County.

ZONE 2 (formerly Local 182): Entire Counties of Hamilton, Herkimer and Oneida. The Townships of Grieg, Lewis, Leyden, Lowville, Lyonsdale, Martinsburg, Turin, West Turin and Watson in Lewis County. The Townships of Brookfield, Eaton, Hamilton, Lebanon, Lincoln, Madison, Smithfield, Stockbridge and the City of Oneida in the Madison County. The entire county Otsego EXCEPT the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otego, Unidilla and Worchester. The entire county of Chenango EXCEPT the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.

#9521

Minnesota Limited Co.

2015-07-09 02:32 CONSTRUCTION 2026248107 >> default Schedule P 2/6

International Brotherhood of Teamsters
5.40

CONSTRUCTION PRE-JOB FORM

Joint Council 96 Local Union # 49 Region Le 47-2.17.4

Three Copies to be Signed:		Type of Construction:			
White Copy:	to be retained by the Employer	Pipeline:		Residential:	
Yellow Copy:	to be retained by the Local Union	Heavy:		N.M.A.:	
Pink Copy:	to be sent to IBT/Construction Division	Highway:		G.P.A.:	
ALL COPIES MUST BE COMPLETE & SIGNED.		Building:		Other:	

DATE: 7/1/15 TIME: Contracting Agency or Client: ENBRIDGE

Contractor: MINNESOTA LIMITED LLC Job Address: 18000 NORTH RIDGE, ANNANDALE Firm Office Phone: 763-691-4700 / 763-262-7000

Superintendent: ZACH SEDARSKI Pay Master: ASHLEY GULLY 507-227-9565

Description of Project and Location: CASING REMEDIATION

Starting Date: 7/1/2015 Completion Date: 11/24/15 Approximate Cost:

Equipment to be used or classification:

Number of People to be filled in for each.

___ Flat Bed Truck	___ Hydra. Aerial Lift	___ Transit Mix (under 5 yds.)	___ A-Frame/Winch Truck
___ Straddle Truck	___ Dumpsters (heavy)	___ Transit Mix (over 5 yds.)	___ Dry Batch Truck
X Pick-up Truck	___ Euclids	___ Transit Mix (tractor trailer)	___ Form Truck
___ Dump Truck (under 10 yds.)	___ Oiler	___ Pusher	___ Water Truck/Water Pull
___ Dump Truck (over 10 yds.)	___ Greaser	___ Truck Driver (Foreman)	___ Warehousemen/Stock Men
___ Distributor Truck	___ Mech. Helper	___ Double Bottom (over 20 ton)	___ Receiving and Shipping
___ Semi-Truck	___ Mechanic	___ Other	___ Articulated Dump Trucks
___ Fork Truck	___ Low Boy		___ Quick Change/Barriers
___ Vac Truck	___ Fuel Truck		___ Other
___ Other	___ Buses		___ Other
	___ Other		___ Other
			___ Other

TEAMSTERS CLAIM THE HAULING OF MEN, MATERIAL, WATER & EQUIPMENT, ETC., TO AND FROM, AND ON THE JOB SITE BY ANY MEANS USED, INCLUDING JOB SITE WAREHOUSING AND ALL LAYDOWN AREAS.

Craft Foreman: ZACH SEDARSKI Pension: 5.40 Weekly Hourly Daily Welfare: 5.60 Weekly Hourly Daily

Pay Day: $28.26 + 2.25 STEAM 30.51 per Hour Shift Work: MON - SAT - 6 10'S Starting Time: 7:00 AM

Sub-Contractor	Type of Work	Address	Phone
METRO PAULO-METAL	ABRASIVE BLAST	GARY MIRAND	715-628-6911

Please indicate any discussion or understanding relative to jurisdiction or other matters.

[redacted]

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

Pipeline Construction Pre-Job Form

ALL TEAMSTERS, REGARDLESS OF REFERRAL, WILL REPORT TO THE STEWARD ON THE FIRST DAY

Sub-Contractors

Name McTag. [illegible] Work ABATEMENT Phone 716-628-6971

Name ____________ Work ____________ Phone ____________

Name ____________ Work ____________ Phone ____________

Name ____________ Work ____________ Phone ____________

All Sub Contractors MUST be signatory to the Pipeline Agreement prior to the Pre-Job or they will be considered employees of the Prime Contractors if performing work under the Agreement.

The following items were discussed and agreed to at the Pre-Job Meeting and will be adhered to for the duration of the job: SIX TEN HOUR DAY'S MON DAY - SATURDAY.
ADDITIONAL $2.25 PER HOUR FOR STEWARD PAY

The Employer agrees to deduct from the paycheck of all Employees covered under this Pre-Job voluntary contributions to DRIVE. The Employer shall transmit to DRIVE on a monthly basis in one payment the total amount deducted and provide the name and Social Security number of each member

TEAMSTERS CLAIM THE HAULING OF ALL PERSONNEL, MATERIAL, WATER AND EQUIPMENT TO/FROM AND ON THE SITE BY ANY MEANS USED – THIS INCLUDES WAREHOUSE AND LAYDOWN YARDS.

EMPLOYER UNION

[redacted]

____________ ____________

PLEASE FAX SIGNED COPY TO [illegible]

From: George Harrigan <ibbyharrigan@aol.com>
To: Rose Davies <rdavies449@aol.com>
Subject: Fwd: Prejob
Date: Mon, Nov 16, 2015 1:21 pm

Sent from my iPhone

Begin forwarded message:

> **From:** "Jennifer Baglio" <teamsters449@roadrunner.com>
> **Date:** November 16, 2015, 9:27:45 AM EST
> **To:** "George Harrigan" <IBBYHARRIGAN@AOL.COM>
> **Subject: Fw: Prejob**
>
> ----- Original Message -----
> **From:** Lloyd Pedersen
> **To:** Zach Sedarski
> **Cc:** teamsters449@roadrunner.com
> **Sent:** Saturday, November 14, 2015 11:34 AM
> **Subject:** Re: Prejob
>
> I will be available by phone and email for any assistance in this process.
> Thanks,
>
> Lloyd Pedersen
> Project Manager
> Minnesota Limited, LLC
> Cell: 612.508.8018
> lloyd.pedersen@mnlimited.com
>
> On Nov 14, 2015, at 9:50 AM, Zach Sedarski <zach.sedarski@mnlimited.com> wrote:
>
>> Good morning. I called this morning and left a message regarding the prejob for the Enbridge work I am doing in Amherst NY. We need a prejob as soon as possible to be able to process payroll. Please call me at 763-691-4700 or email me the prejob. thanks
>>
>> ---
>>
>> Zach Sedarski | Project Foreman
>> Phone: 763-262-7000 | Fax 763-262-7300 | Mobile 763-691-4700
>> zach.sedarski@mnlimited.com
>>
>> ---
>>
>> <image001.jpg>
>>
>> 18640 200th St | PO Box 410 | Big Lake, MN 55309
>> www.mnlimited.com
>
> This email and any files transmitted with it are intended only for the designated recipient(s) and may contain confidential and/or privileged information. If you are not the intended recipient,

please be advised that any review, use, forwarding, printing, or dissemination of this email and attachments, or any reliance upon the information contained in this email, is strictly prohibited. If you received this email in error, contact the sender immediately and destroy all copies of this email and any attachments.

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ORIGINAL

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) Truck Drivers (Murzak Enterprises, Inc.)

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB ($.05 if elected)	Total Hourly	Weekly
Default	☐	Yes	☐	Effective	June 21, 2015	$7.7075	N/A		$308.00
Schedule A	☐	No	☒	Effective	June 21, 2016	$8.2278	N/A		$329.00
Schedule B	☐			Effective	June 21, 2017	$8.7832	N/A		$351.00
Schedule C	☒			Effective	June 21, 2018	$9.3761	N/A		$375.00
Schedule D	☐			Effective	June 21, 2019	$10.0090	N/A		$400.00
Schedule E	☐			Effective					
Schedule G	☐			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 June 21, 2015 and continue until expiration of the collective bargaining agreement on June 20, 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

7276

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: June 21, 2015

Expiration date of collective bargaining agreement: June 20, 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

ADDRESS: 2175 William Street
Buffalo, NY 14203

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

PRINT NAME: George E. Harrigan

PRINT TITLE: Principal Officer/Secretary-Treasurer

DATE: 10/14/15

EMPLOYER: Murzak Enterprises, Inc.

ADDRESS: 782 Aero Drive
Cheektowaga, NY 14225

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

PRINT NAME: Ronald Worczak

PRINT TITLE: Vice President

DATE: 9/24/2014

NEW YORK STATE TEAM Redacted by the U.S. Department of the Treasury [redacted] NSION AND RETIREMENT FUND
151 NORTHERN CONCO[redacted]12
MAILING ADDRESS: P[redacted], NEW YORK 13221-4929

SIGNATURE: [redacted] DATE: 11/9/15

EXECUTIVE ADMINISTRATOR

REV. 201407

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) New Penn Motor Express

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB ($.05 if elected)	Total Hourly	Weekly
Default	☐	Yes	☐	Effective	08/01/2015	1.9987		1.9987	79.9480
Schedule A	☐	No	☒	Effective					
Schedule B	☐			Effective					
Schedule C	☐			Effective					
Schedule D	☐			Effective					
Schedule E	☐			Effective					
Schedule G	☒			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 08/01/2015 and continue until expiration of the collective bargaining agreement on 07/31/2016 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

L118 - 2718 / 2720 - Local 317
L294 - 2719 / 2721 - Local 449

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: 08/01/2015

Expiration date of collective bargaining agreement: 07/31/2016

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# SEE ATTACHED	EMPLOYER: New Penn Motor Express
ADDRESS:	ADDRESS: 625 South 5th Avenue Lebanon, PA 17042
SIGNATURE:	SIGNATURE: [redacted]
PRINT NAME:	PRINT NAME: Tom Ventura
PRINT TITLE:	PRINT TITLE: VP Contract Administration
DATE:	DATE:

NEW YORK STA[redacted]NSION AND RETIREMENT FUND
151 NORTHERN [redacted]12
MAILING ADDR[redacted], NEW YORK 13221-4928

SIGNATURE: [redacted] DATE: 9/1/15
EXECUTIVE ADMINISTRATOR

REV. 201407

LOCAL UNION# **118**

ADDRESS: 130 Metro Park

Rochester, NY 14623

[redacted]

SIGNATURE: [redacted]

PRINT NAME: CHRISTOPHER TOOLE

PRINT TITLE: SECRETARY-TREASURER

DATE: 7/17/15

LOCAL UNION# **449**

ADDRESS: 2175 William Street

Buffalo, NY 14206

[redacted]

SIGNATURE [redacted]

PRINT NAME: KEVIN C. DRYSDALE

PRINT TITLE: VICE-PRESIDENT-

DATE: 8/17/15

LOCAL UNION# **294 - Albany**

ADDRESS: 890 Third Street

Labor Temple

Albany, NY 12206-1632

[redacted]

PRINT NAME: JOHN BULGARO

PRINT TITLE: PRESIDENT/294

DATE: 8/18/15

LOCAL UNION# **317**

ADDRESS: 566 Spencer Street

PO Box 11037

Syracuse, NY 13218-1037

[redacted]

SIGNATURE [redacted]

PRINT NAME: Timothy Bevard

PRINT TITLE: Business Agent

DATE: 8/18/15

711

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) Bargaining Group

Rehabilitation Schedule		60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB ($.05 if elected)	Total Hourly	Weekly
Default	[n]	Yes	[ ]	Effective	01/01/2015	12.1529		12.1529	
Schedule A	[ ]	No	[n]	Effective	08/01/2015	12.8821		12.8821	
Schedule B	[ ]			Effective	08/01/2016	13.6550		13.6550	
Schedule C	[ ]			Effective	08/01/2017	14.4743		14.4743	
Schedule D	[ ]			Effective	08/01/2018	15.2429		15.2428	
Schedule E	[ ]			Effective	08/01/2019	16.2634		16.2634	
Schedule G	[ ]			Effective					

Contract Type: [ ] UPS [ ] Freight-National [ ] Construction [ ] Municipal [n] Other

Covered Employees: [n] 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 12/31/2019 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

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: 01/01/2015

Expiration date of collective bargaining agreement: 12/31/2019

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

ADDRESS: 130 Lomond Court
Utica, NY 13502

EMPLOYER: New York State Teamsters
Benefit Funds

ADDRESS: PO Box 4928
Syracuse, NY 13221-4928

SIGNATUR Redacted by the U.S. Department of the Treasury [redacted]

PRINT NAME: Thomas L. Quackenbush

PRINT TITLE: Business Agent

DATE: 11/12/14

PRINT NAME: Kenneth O'Neill

PRINT TITLE: Exec. Admin.

DATE: 11/4/14

Redacted by the U.S. Department of the Treasury

NEW YORK STATE TE [redacted] AND RETIREMENT FUND
151 NORTHERN CONC [redacted]
MAILING ADDRESS: [redacted] YORK 13221-4928

SIGNATURE: [redacted] DATE: 11/4/14
EXECU [redacted]

REV. 201407