

7715

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

Effective date of collective bargaining agreement: 09/25/2015

Expiration date of collective bargaining agreement: 09/25/2018

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: Palette Stone Corporation

ADDRESS: 890 Third Street ADDRESS: 269 Ballard Road

Redacted by the U.S. Department of the Treasury

SIGNATURE

PRINT NAME: Chuck Greenfield PRINT NAME: Stephen Griffen

PRINT TITLE: Business Agent PRINT TITLE: Vice President

DATE: 3/29/16 DATE: 3/4/16

Redacted by the U.S.

Department of the

Treasury

NEW YORK STATE PENSION AND RETIREMENT FUND

151 NORTHERN COMMERCE BUILDING

MAILING ADDRESS: ALBANY, NEW YORK 12221-4928

SIGNATURE: _____ DATE: 4/8/16

EXEC

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.

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

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

Covered Group of Employees (Define) Drivers - Pellette Stone

<u>Rates of Contribution:</u>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>	
Effective 09/28/12	88	\$155.20	☐	UPS	☐	Default
Effective 09/27/13	4. 88 <u>46</u>	\$165.60	☐	FREIGHT - National	☐	Schedule A
Effective 09/26/14	4. 88 <u>42</u>	\$176.80	☐	FREIGHT - Area	☐	Schedule B
Effective _____	_____	_____	☐	CONSTRUCTION	☒	Schedule C
Effective _____	_____	_____	☐	MUNICIPAL	☐	Schedule D
Effective _____	_____	_____	☒	OTHER	☐	Schedule E

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

Contributions begin on all Union employees from the first hour of the first day of employment. after employee becomes a union member

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 twentieth 20th 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. (10th)

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. 9

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. 56

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. 56

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

5268

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 09/25/12 and expire on 09/25/15. 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 09/25/12

Expiration date of collective bargaining agreement 09/25/15

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

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

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

LOCAL UNION# 294 EMPLOYER: Palette Stone Corp.

ADDRESS: 890 Third Street ADDRESS: 269 Ballard Road

Albany, NY 12206

Wilton, NY 12831

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: John Bulgaro

PRINT NAME: Stephen Griffin

PRINT TITLE: President & PEO

PRINT TITLE: VP

DATE: _____

DATE: 5/2/13

Redacted by the U.S. Department of the Treasury

NEW YORK STATE

PENSION AND RETIREMENT FUND

151 NORTHERN C

3212

MAILING ADDRESS

SE, NEW YORK 13221-4928

SIGNATURE: _____

DATE: 5/2/13

EXE

Parsons #8926

Received: 6077564742

05/27/2016 08:23 FAX 6077564742

May 27 2016 08:44am

P004

ECONOMYPAVINGCO

004/004

May 23 2016 08:54am

P003/004

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:

	<u>6/1/16</u>	<u>6/1/17</u>
Group 1	\$23.36	\$23.91
Group 2	\$23.56	\$24.11

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, 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:

<u>6/1/16</u>	<u>6/1/17</u>
\$14.10	\$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

<u>6/1/16</u>	<u>6/1/17</u>
\$8.36	\$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.

UNION DUES

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

AGREED TO AND SIGNED

NYS TEAMSTERS ONONDAGA COUNTY
CONSTRUCTION AGREEMENT

ECONOMY PAVING

Redacted by the U.S. Department of the Treasury

5/22/16
Date

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, 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) Peckham Materials Corp - Hudson #5217

Rehabilitation Schedule		60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default	☒	Yes	Effective 05/01/2016	5.44		5.44	
Schedule A	☐	No	Effective 05/01/2017	5.77		5.77	
Schedule B	☐		Effective 05/01/2018	6.12		6.12	
Schedule C	☐		Effective				
Schedule D	☐		Effective				
Schedule E	☐		Effective				
Schedule F	☐		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

open at an 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 32 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 05/01/2016 and continue until expiration of the collective bargaining agreement on 04/30/2019 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

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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: 05/01/2016

Expiration date of collective bargaining agreement: 04/30/2019

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 EMPLOYER: Peckham Materials Corp
Hudson Falls, NY

ADDRESS: 890 Third Street ADDRESS: 2 Union Street Ext.
Albany, NY 12206 Athens, NY 12015

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

PRINT NAME: Paul M. Engel Jr. PRINT NAME: Joseph Wildermuth

PRINT TITLE: Assistant to the President for the Union PRINT TITLE: Vice President

DATE: _____ DATE: _____

NEW YORK STATE UNION AND RETIREMENT FUND
151 NORTHERN
MAILING ADDRESS: Redacted by the U.S. Department of the Treasury NEW YORK 13221-4928

SIGNATURE: Redacted by the U.S. Department of the Treasury DATE: 7/8/16

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 hereinafter 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) Peckham Materials Corp - Catskills #5216

Rehabilitation Schedule		60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default	☒	Yes	Effective 05/01/2016	5.44		5.44	
Schedule A	☐	No	Effective 05/01/2017	5.77		5.77	
Schedule B	☐		Effective 05/01/2018	6.12		6.12	
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.

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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 05/01/2016 and continue until expiration of the collective bargaining agreement on 04/30/2019 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

5216

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: 05/01/2016

Expiration date of collective bargaining agreement: 04/30/2019

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 EMPLOYER: Peckham Materials Corp
Catskill, NY

ADDRESS: 890 Third Street ADDRESS: 2 Union Street Ext,
Albany, NY 12206 Athens, NY 12015

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

PRINT NAME: Paul M. Engel Jr. PRINT NAME: Joseph Wildermuth

PRINT TITLE: Assistant to the President for the Union PRINT TITLE: Vice President

DATE: Redacted by the U.S. Department of the Treasury DATE: _____

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

SIGNATURE: Redacted by the U.S. Department of the Treasury DATE: 7/8/16

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) Penske Truck Leasing Co, LP (4441)

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default ☐	Yes ☐	Effective <u>8/4/15</u>	<u>\$2.97</u>		<u>\$2.97</u>	<u>\$118.00</u>
Schedule A ☒	No ☒	Effective <u>8/4/16</u>	<u>\$2.10</u>		<u>\$2.15</u>	<u>\$126.00</u>
Schedule B ☐		Effective <u>8/4/17</u>	<u>\$1.24</u>		<u>\$1.34</u>	<u>\$133.00</u>
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 30 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 8/4/15 and continue until expiration of the collective bargaining agreement on 8/3/18 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

4441

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: 8/4/15

Expiration date of collective bargaining agreement: 8/3/18

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# 317 EMPLOYER: Penske Truck Leasing, Co LP

ADDRESS: 566 Spencer St ADDRESS: 10 Locust Street
Syracuse, NY 13204 Hartford, CT 06114

Redacted by the U.S. Department of the Treasury

SIGNATURES

PRINT NAME: Tim BeVard PRINT NAME: Steve Lozon

PRINT TITLE: Business Agent PRINT TITLE: Labor Relations, VP

DATE: [Redacted] DATE: 9-22-15

Redacted by the U.S. Department of the Treasury

NEW YORK STATE PENSION AND RETIREMENT FUND
151 NORTHERN
MAILING ADDRESS: 13212
ALBANY, NEW YORK 12221-4928

SIGNATURE: [Redacted] DATE: 10/7/15

Pennzoil

- 6783
- A. The Pension Contribution rate for employees hired before July 1, 2004, will be
- a. \$6.99 per hour effective July 1, 2013
 - b. \$7.40 per hour effective July 1, 2014
 - c. \$7.85 per hour effective July 1, 2015
 - d. \$8.32 per hour effective July 1, 2016
 - e. \$8.82 per hour effective July 1, 2017
- 7967
- B. The Pension Contribution rate for employees hired after July 1, 2004, will be
- a. \$3.07 per hour effective July 1, 2013
 - b. \$3.26 per hour effective July 1, 2014
 - c. \$3.45 per hour effective July 1, 2015
 - d. \$3.66 per hour effective July 1, 2016
 - e. \$3.88 per hour effective July 1, 2017
- C. Contributions shall be made as set forth in Paragraphs "A" and "B" above for each day worked for each regular employee on the seniority list covered by the Agreement.
- D. The sums required in Paragraphs "A" and "B" above shall be remitted to the Pension Fund. Such monthly payments shall be submitted to the Pension Fund on or before the 25th day of the month following the month in which these monies were accrued.
- E. The Trustees may assess the Company with penalties for any and all delinquent payments that are due the fund, including court costs and attorney's fees.
- F. The contribution referred to in this Section for each employee means that the Company must contribute to the Pension Fund for each and every employee on the seniority list, with earned hours.
- G. Contributions shall be made as set forth in Paragraphs "A" and "B" above for each vacation week (maximum contribution – forty (40) hours). Contributions shall be made also for holidays, if not worked. (Maximum contribution, eight (8) hours). If a holiday falls during a vacation week, forty (40) hours will remain the maximum contribution. Contributions shall also be made for sick days that are provided for in the Supplemental Agreement (maximum contribution, eight (8) hours per week in each week sick days are used). Contributions shall be made for jury duty.
- H. The Trustees are vested with full power and authority to administer the Fund, which shall be utilized to provide pensions for the employees and their beneficiaries as set forth in the Pension Plan as amended from time to time.
- I. The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Company for all individuals performing work within the scope of and/or covered by this Agreement for the purpose of determining the accuracy of contributions to the Funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purpose of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any employee covered by this

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) Perras Environmental, Building rate

<i>Rates of Contribution</i>	<i>Hourly</i>	<i>Weekly</i>	CONTRACT TYPE:	
Effective 6/1/16	\$7.20	All Hrs Paid	☐	UPS
Effective			☐	FREIGHT - National
Effective			☐	FREIGHT - Area
Effective			☒	CONSTRUCTION
Effective			☐	MUNICIPAL
Effective			☐	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.

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 reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be

nal and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and 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.

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 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 in accordance with the Fund's current Collections Policy.

The Fund shall be open to participation by any group of members belonging to a participating Local 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 or agreements 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.

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.

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.

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.

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

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.

1. 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 said Trustees against any claimant, applicant, employee, participant, local 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 arbitration proceedings, all such arbitrations shall be initiated in the Syracuse, New York regional office of the American Arbitration Association and all hearings and related proceedings

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

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 submitted 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: Perras-Environmental

ADDRESS: 14 Elm Street
Potsdam, NY 13676

ADDRESS:
1909 State Highway 420

Redacted by the U.S. Department of the Treasury

SIGNATURE

PRINT NAME:

Brian K. Hammond

PRINT NAME:

Jeffrey W. Tyo

PRINT TITLE: Business Agent

PRINT TITLE:

President

DATE:

5-31-16

DATE:

5/31/16

Redacted by the U.S.
Department of the Treasury

NEW YORK STATE TEAM
NORTHERN CONCOUR
MAILING ADDRESS: P.

PENSION AND RETIREMENT FUND

2

SE, NEW YORK 13221-4928

SIGNATURE:

EXECUTIVE

DATE:

6/12/16

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

(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 the Fund, are bound by all of the rules and regulations of the Fund now and/or hereafter adopted.

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

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

Covered Group of Employees (Define) Perras Environmental, Heavy & Highway

Rules of Contribution	Hourly	Weekly	CONTRACT TYPE:	
Effective 6/1/16	\$9.21	All Hrs Paid	☐	UPS
Effective			☐	FREIGHT - National
Effective			☐	FREIGHT - Area
Effective			☒	CONSTRUCTION
Effective			☐	MUNICIPAL
Effective			☐	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.

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 reimburse the delinquent amount to the Fund. After said reimbursement, the employer may appeal the Fund's decision to the Board of Trustees, whose decision shall be

ial and binding. In the event of failure of the Employer to comply with any of the rules of the Fund, the Employer and 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.

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 in accordance with the Fund's current Collections Policy.

The Fund shall be open to participation by any group of members belonging to a participating Local 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 or agreements 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.

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.

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.

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.

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

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.

1. 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 said Trustees against any claimant, applicant, employee, participant, local 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 arbitration proceedings, all such arbitrations shall be initiated in the Syracuse, New York regional office of the American Arbitration Association and all hearings and related proceedings

8495

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.

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 submitted 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: Perras-Environmental

ADDRESS: 14 Elm Street
Potsdam, NY 13676

ADDRESS:
1909 State Highway 420

Redacted by the U.S. Department of the Treasury

SIGNATURE:

PRINT NAME:

Brian K. Hammond

PRINT NAME:

Jeffrey W. Tyo

PRINT TITLE: Business Agent

PRINT TITLE:

President

DATE:

5-31-16

DATE:

5/31/16

Redacted by the U.S. Department of the Treasury

NEW YORK STATE TEAM
NORTHERN CONCOUR
MAILING ADDRESS: P.

PENSION AND RETIREMENT FUND
212
USE, NEW YORK 13221-4928

SIGNATURE:

EXECUTIVE ADMINISTRATOR

DATE:

6/13/16

PIPELINE (HOURLY) RATES**NEW YORK - ZONE 11 (Locals 118 & 317)**

	<u>2/1/14</u>	<u>7/1/14-6/1/15</u>	<u>6/1/15-5/30/16</u>
GROUP 1	\$27.37	\$27.06	\$28.56
GROUP 2	\$26.82	\$26.51	\$28.01
GROUP 3	\$26.55	\$26.24	\$27.74
H&W	\$11.08	\$11.08	\$11.08
PENSION	\$5.24	\$5.55	\$5.55
PL TRAIN	\$.25	\$.25	\$.25
LMCT	\$.20	\$.20	\$.20

PREMIUMS (National)

Steward	+\$2.25
Stringing Truck	+\$2.25
Hazmat	+\$1.00
Mechanic	+\$2.25
Lowboy	+\$2.25
Fuel Truck	+\$2.25

NEW YORK ZONE 11 - COUNTIES (Locals)

Broome (317), Cayuga (317), Chenango (317), Delaware (317), *Genesee (118), Livingston (118), Monroe (118), *Ontario (118/317), Orleans (118), Seneca (317), Tioga (317), Wayne (118/317), Wyoming (118) and Yates (118)

*Genesee (Local 118): Alexander, Batavia, Bergen, Bethany, Byron, Elba, Leroy, Oakfield, Pavilion & Stafford

*Ontario (Local 118): Farmington, Victor & West Bloomfield

*Ontario (Local 317): Bristol, Canadice, Canandaigua, East Bloomfield, Geneva, Gorham, Hopewell, Manchester, Naples, Phelps, Richmond, Seneca and South Bristol

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) Kraft Food Groups Pollin Dairy Campbell Plant

Rehabilitation Schedule		60 Month Death Benefit	Rates of Contribution:		60 Month DB (\$.05 if elected)		
				Hourly		Hourly	Weekly
Default	☐	Yes ☐	Effective	01/01/2013	2.08	2.08	83.20
Schedule A	☐	No ☒	Effective	01/01/2014	2.25	2.25	90.00
Schedule B	☐		Effective	01/01/2015	2.44	2.44	97.60
Schedule C	☐		Effective	01/01/2016	2.64	2.64	105.60
Schedule D	☐		Effective			\$ 0.00	\$ 0.00
Schedule E	☒		Effective			\$ 0.00	\$ 0.00

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 26 weeks.

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

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

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 01/01/2013 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 01/01/2013

Expiration date of collective bargaining agreement 12/31/2016

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

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

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

LOCAL UNION# 529 EMPLOYER: Kraft Food Groups

Pollio Campbell Plant

ADDRESS: 129 East Chemung Place ADDRESS: 8600 Main Street

Redacted by the U.S. Department of the Treasury

SIGNATURE:

PRINT NAME: John Frawell

PRINT NAME: Gina Beckett

PRINT TITLE: PRESIDENT

PRINT TITLE: HR Manager

DATE: 4/4/2014

DATE: 4/29/14

Redacted by the U.S. Department of the Treasury

NEW YORK STATE TEA

151 NORTHERN CONCO

MAILING ADDRESS: P.

SIGNATURE:

EXECUTIVE

ION AND RETIREMENT FUND

YORK 13221-4928

DATE: 5/2/14