

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	<input type="checkbox"/>	Yes <input type="checkbox"/>	Effective 5/1/2013	\$3.9938(40 hrs)		\$3.9938	159.75
Schedule A	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 5/1/2014	\$4.2534(40 hrs)		\$4.2534	170.14
Schedule B	<input checked="" type="checkbox"/>		Effective 5/1/2015	\$4.5299(40 hrs)		\$4.5299	181.20
Schedule C	<input type="checkbox"/>		Effective 5/1/2016	\$4.8243(40 hrs)		\$4.8243	192.97
Schedule D	<input type="checkbox"/>		Effective				
Schedule E	<input type="checkbox"/>		Effective				

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed upon at no extra charge to the Employer. In the event it is found that the Employer has not fully complied with the Fund rules and/or provisions of this Participation 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. JF

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 ~~5~~ 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
Rochester, New York 14623

ADDRESS: 120 Stonewood Ave
Rochester, New York 14616

SIGNATURE: 

SIGNATURE: 

PRINT NAME: John C. Emrich

PRINT NAME: John Fields


PRINT TITLE: Business Agent

PRINT TITLE: President

DATE: 6/23/13

DATE: 6/13/13

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: PO BOX 4928, SYRACUSE, NEW YORK 13221-4928
SIGNATURE:  DATE: 7/5/13
EXECUTIVE ADMINISTRATOR



THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) 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 <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective 01/01/2015	1.3833		1.3833	55.33
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 01/01/2016	1.4663		1.4663	58.65
Schedule B <input type="checkbox"/>		Effective 01/01/2017	1.5543		1.5543	62.17
Schedule C <input type="checkbox"/>		Effective				
Schedule D <input type="checkbox"/>		Effective				
Schedule E <input type="checkbox"/>		Effective				
Schedule G <input type="checkbox"/>		Effective				

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed

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

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

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

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

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

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

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

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

ADDRESS: 130 Lomond Ct.
Utica, NY 13502

ADDRESS: PO Box 860
Vernon, NY 13476

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

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

PRINT NAME: Timothy Hogan

PRINT NAME: Tom Osiecki

PRINT TITLE: Assistant to PEO / Field Representative

PRINT TITLE: President / GM

DATE: 1/13/15

DATE: 1/24/15

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 3028, SYRACUSE, NEW YORK 13221-4928

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

DATE: 2/13/15

EXECUTIVE ADMINISTRATOR

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

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

PHONE: 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				
	<u>Per Hour</u>	<u>Per Day</u>	<u>Time & One Half</u>	<u>Double Time</u>
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 nozzle).

CLASS B - ZONE 1

	<u>Per Hour</u>	<u>Per Day</u>	<u>Time & One Half</u>	<u>Double Time</u>
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, Eudlids or similar equipment.

SCEDULE B - FRINGE BENEFITS

Fringe benefits are as follows:

	<u>07/01/14</u>	<u>07/01/15</u>	<u>07/01/16</u>
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:

	<u>07/01/14</u>	<u>07/01/15</u>	<u>07/01/16</u>
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.

Minnesota Limited Co.

9521

2015-07-09 02:32 CONSTRUCTION

2026248107 >>

default Schedule P 2/16

International Brotherhood of Teamsters CONSTRUCTION PRE-JOB FORM							
Joint Council <u>46</u>	Local Union <u>449</u>	Region <u>47-2.1.1.4</u>					
Three Copies to be Signed: White Copy: to be retained by the Employer Yellow Copy: to be retained by the Local Union Pink Copy: to be sent to IBT/Construction Division ALL COPIES MUST BE COMPLETE & SIGNED.		Type of Construction: Pipeline: <input type="checkbox"/> L1 Residential: <input type="checkbox"/> L1 Heavy: <input type="checkbox"/> L1 N.M.A.: <input type="checkbox"/> L1 Highway: <input type="checkbox"/> L1 G.P.A.: <input type="checkbox"/> L1 Building: <input type="checkbox"/> L1 Other: <input type="checkbox"/> L1					
<div style="display: flex; justify-content: space-between;"> <div> DATE <u>11/1/15</u> TIME <u>11:00 AM</u> Contracting Agency or Client <u>MINN. LTD. CO.</u> Contractor <u>ZACH ST. DARSKI</u> Superintendent <u>CASING RE-MITIGATION</u> Description of Project and Location <u>1111 1/2 ST</u> Starting Date <u>11/1/15</u> </div> <div> Job Address <u>4600 NORTH RIDGE, ANN ARBOR</u> Pay Master <u>ASHLEY GUINN</u> Completion Date <u>11/1/15</u> Approximate Cost <u>500,000</u> </div> <div> Firm Office Phone <u>763-262-7000</u> 763-262-7000 </div> </div>							
Equipment to be used or classification: Number of People to be filled in for each.							
<table style="width: 100%; border: none;"> <tr> <td style="width: 25%; vertical-align: top;"> <input type="checkbox"/> Flat Bed Truck <input checked="" type="checkbox"/> Straddle Truck <input checked="" type="checkbox"/> Pick-up Truck <input checked="" type="checkbox"/> Dump Truck (under 10 yds.) <input type="checkbox"/> Dump Truck (over 10 yds.) <input type="checkbox"/> Distributor Truck <input type="checkbox"/> Semi-Truck <input type="checkbox"/> Fork Truck <input type="checkbox"/> Vao Truck <input type="checkbox"/> Other: </td> <td style="width: 25%; vertical-align: top;"> <input type="checkbox"/> Hydra. Aerial Lift <input type="checkbox"/> Dumpsters (heavy) <input type="checkbox"/> Euclids <input type="checkbox"/> Oiler <input type="checkbox"/> Greaser <input type="checkbox"/> Mech. Helper <input type="checkbox"/> Mechanic <input type="checkbox"/> Low Boy <input type="checkbox"/> Fuel Truck <input type="checkbox"/> Buses <input type="checkbox"/> Other: </td> <td style="width: 25%; vertical-align: top;"> <input type="checkbox"/> Transit Mix (under 5 yds.) <input type="checkbox"/> Transit Mix (over 5 yds.) <input type="checkbox"/> Transit Mix (tractor trailer) <input type="checkbox"/> Pusher <input type="checkbox"/> Truck Driver (Foreman) <input type="checkbox"/> Double Bottom (over 20 ton) <input type="checkbox"/> Other </td> <td style="width: 25%; vertical-align: top;"> <input type="checkbox"/> A-Frame/Winch Truck <input type="checkbox"/> Dry Batch Truck <input type="checkbox"/> Form Truck <input type="checkbox"/> Water Truck/Water Pull <input type="checkbox"/> Warehousemen/Stock Men <input type="checkbox"/> Receiving and Shipping <input type="checkbox"/> Articulated Dump Trucks <input type="checkbox"/> Quick Change/Barriers <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Other </td> </tr> </table>				<input type="checkbox"/> Flat Bed Truck <input checked="" type="checkbox"/> Straddle Truck <input checked="" type="checkbox"/> Pick-up Truck <input checked="" type="checkbox"/> Dump Truck (under 10 yds.) <input type="checkbox"/> Dump Truck (over 10 yds.) <input type="checkbox"/> Distributor Truck <input type="checkbox"/> Semi-Truck <input type="checkbox"/> Fork Truck <input type="checkbox"/> Vao Truck <input type="checkbox"/> Other:	<input type="checkbox"/> Hydra. Aerial Lift <input type="checkbox"/> Dumpsters (heavy) <input type="checkbox"/> Euclids <input type="checkbox"/> Oiler <input type="checkbox"/> Greaser <input type="checkbox"/> Mech. Helper <input type="checkbox"/> Mechanic <input type="checkbox"/> Low Boy <input type="checkbox"/> Fuel Truck <input type="checkbox"/> Buses <input type="checkbox"/> Other:	<input type="checkbox"/> Transit Mix (under 5 yds.) <input type="checkbox"/> Transit Mix (over 5 yds.) <input type="checkbox"/> Transit Mix (tractor trailer) <input type="checkbox"/> Pusher <input type="checkbox"/> Truck Driver (Foreman) <input type="checkbox"/> Double Bottom (over 20 ton) <input type="checkbox"/> Other	<input type="checkbox"/> A-Frame/Winch Truck <input type="checkbox"/> Dry Batch Truck <input type="checkbox"/> Form Truck <input type="checkbox"/> Water Truck/Water Pull <input type="checkbox"/> Warehousemen/Stock Men <input type="checkbox"/> Receiving and Shipping <input type="checkbox"/> Articulated Dump Trucks <input type="checkbox"/> Quick Change/Barriers <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> Other
<input type="checkbox"/> Flat Bed Truck <input checked="" type="checkbox"/> Straddle Truck <input checked="" type="checkbox"/> Pick-up Truck <input checked="" type="checkbox"/> Dump Truck (under 10 yds.) <input type="checkbox"/> Dump Truck (over 10 yds.) <input type="checkbox"/> Distributor Truck <input type="checkbox"/> Semi-Truck <input type="checkbox"/> Fork Truck <input type="checkbox"/> Vao Truck <input type="checkbox"/> Other:	<input type="checkbox"/> Hydra. Aerial Lift <input type="checkbox"/> Dumpsters (heavy) <input type="checkbox"/> Euclids <input type="checkbox"/> Oiler <input type="checkbox"/> Greaser <input type="checkbox"/> Mech. Helper <input type="checkbox"/> Mechanic <input type="checkbox"/> Low Boy <input type="checkbox"/> Fuel Truck <input type="checkbox"/> Buses <input type="checkbox"/> Other:	<input type="checkbox"/> Transit Mix (under 5 yds.) <input type="checkbox"/> Transit Mix (over 5 yds.) <input type="checkbox"/> Transit Mix (tractor trailer) <input type="checkbox"/> Pusher <input type="checkbox"/> Truck Driver (Foreman) <input type="checkbox"/> Double Bottom (over 20 ton) <input type="checkbox"/> Other	<input type="checkbox"/> A-Frame/Winch Truck <input type="checkbox"/> Dry Batch Truck <input type="checkbox"/> Form Truck <input type="checkbox"/> Water Truck/Water Pull <input type="checkbox"/> Warehousemen/Stock Men <input type="checkbox"/> Receiving and Shipping <input type="checkbox"/> Articulated Dump Trucks <input type="checkbox"/> Quick Change/Barriers <input type="checkbox"/> Other <input type="checkbox"/> Other <input type="checkbox"/> 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.							
<div style="display: flex; justify-content: space-between;"> <div> Craft Foreman <u>ZACH ST. DARSKI</u> Pay Day <u>30.51 per hour</u> </div> <div> Pension: <u>Weekly</u> <u>Hourly</u> <u>Daily</u> Shift Work <u>M-F 7-6:15</u> </div> <div> Welfare: <u>Weekly</u> <u>Hourly</u> <u>Daily</u> Starting Time <u>7:00 AM</u> </div> </div>							
Sub-Contractor	Type of Work	Address	Phone				
<u>MPA</u>	<u>4 BRIDGE</u>	<u>9050 WILSON</u>	<u>763-628-6941</u>				
Please indicate any discussion or understanding relative to jurisdiction or other matters.							
Signed by the U.S. Department of the Treasury		Signed by the U.S. Department of the Treasury					

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 M. F. McE. P. C. McE. McE. Work APRIL 1971 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 THIRTY HOUR DAY'S
MONDAY - SATURDAY
ADDITIONAL \$2.25 PER HOUR
FOR STEWARD'S 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

Redacted by the U.S. Department of the Treasury

UNION

Redacted by the U.S. Department of the Treasury

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 763-262-7500 | 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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Building the future of energy with premier customer service



Safety • Commitment • Quality • Value • Reputation

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 <input type="checkbox"/>	Yes <input type="checkbox"/>	Effective <u>June 21, 2015</u>	<u>\$7.7075</u>	<u>N/A</u>		<u>\$308.00</u>
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>June 21, 2016</u>	<u>\$8.2278</u>	<u>N/A</u>		<u>\$329.00</u>
Schedule B <input type="checkbox"/>		Effective <u>June 21, 2017</u>	<u>\$8.7832</u>	<u>N/A</u>		<u>\$351.00</u>
Schedule C <input checked="" type="checkbox"/>		Effective <u>June 21, 2018</u>	<u>\$9.3761</u>	<u>N/A</u>		<u>\$375.00</u>
Schedule D <input type="checkbox"/>		Effective <u>June 21, 2019</u>	<u>\$10.0090</u>	<u>N/A</u>		<u>\$400.00</u>
Schedule E <input type="checkbox"/>		Effective _____	_____	_____	_____	_____
Schedule G <input type="checkbox"/>		Effective _____	_____	_____	_____	_____

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed

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

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

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

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

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

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

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

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

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

EMPLOYER: Murzak Enterprises, Inc.

ADDRESS: 2175 William Street

ADDRESS: 782 Aero Drive

Buffalo, NY 14203

Cheektowaga, NY 14225

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

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

PRINT NAME: George E. Harrigan

PRINT NAME: Ronald Worczak

PRINT TITLE: Principal Officer/Secretary-Treasurer

PRINT TITLE: Vice President

DATE: 10/14/15

DATE: 7/24/2014

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

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

SIGNATURE: [Redacted]
EXECUTIVE ADMINISTRATOR

DATE: 11/9/15

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 <input type="checkbox"/>	Yes <input type="checkbox"/>	Effective 08/01/2015	1.9987		1.9987	79.9480
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective				
Schedule B <input type="checkbox"/>		Effective				
Schedule C <input type="checkbox"/>		Effective				
Schedule D <input type="checkbox"/>		Effective				
Schedule E <input type="checkbox"/>		Effective				
Schedule G <input checked="" type="checkbox"/>		Effective				

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed

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

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

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

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

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

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

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

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration 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 511
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

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: _____

PRINT NAME: Tom Ventura

PRINT TITLE: _____

PRINT TITLE: VP Contract Administration

DATE: _____

DATE: _____

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

DATE: 7/2/15

EXECUTIVE ADMINISTRATOR

LOCAL UNION# 118

ADDRESS: 130 Metro Park

Rochester, NY 14623

Redacted by the U.S. Department of the Treasury

SIGNATURE

PRINT NAME: CHRISTOPHER TOLLE

PRINT TITLE: SECRETARY - TREASURER

DATE: 7/17/15

LOCAL UNION# 449

ADDRESS: 2175 William Street

Buffalo, NY 14206

Redacted by the U.S. Department of the Treasury

SIGNATURE

PRINT NAME: JOHN C. DRYSDALE

PRINT TITLE: VICE - PRESIDENT

DATE: 8/17/15

LOCAL UNION# 294 - Albany

ADDRESS: 890 Third Street

Labor Temple

Albany, NY 12206-1632

SIGNATURE:

Redacted by the U.S. Department of the Treasury

PRINT NAME: JOHN BULGARD

PRINT TITLE: PRESIDENT/294

DATE: 8/18/15

LOCAL UNION# 317

ADDRESS: 566 Spencer Street

PO Box 11037

Syracuse, NY 13218-1037

SIGNATURE:

Redacted by the U.S. Department of the Treasury

PRINT NAME: Timothy Sevard

PRINT TITLE: Business Agent

DATE: 8/17/15

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) **Non-Bargaining Groups**

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:		Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective	01/01/2015	12.1529		12.1529	
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective	08/01/2015	12.8821		12.8821	
Schedule B <input type="checkbox"/>		Effective	08/01/2016	13.6550		13.6550	
Schedule C <input type="checkbox"/>		Effective	08/01/2017	14.4743		14.4743	
Schedule D <input type="checkbox"/>		Effective	08/01/2018	15.3428		15.3428	
Schedule E <input type="checkbox"/>		Effective	08/01/2019	16.2634		16.2634	
Schedule G <input type="checkbox"/>		Effective					

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

Covered Employees: ☐ Bargaining ☒ Non-Bargaining

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

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

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

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

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed

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

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

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

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

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

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

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

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments provided hereinabove shall be payable from and after 01/01/2015 and continue until expiration of the collective bargaining agreement on 12/31/2019 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

6985, 8469, 8260

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

SIGNATURE: _____

PRINT NAME: Thomas L. Quackenbush

PRINT TITLE: Business Agent

DATE: 11/12/14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. Box 4928, Syracuse, NY 13221-4928

SIGNATURE: _____

EXECUTIVE ADMINISTRATOR

EMPLOYER: New York State Teamsters
Benefit Funds

ADDRESS: PO Box 4928

Syracuse, NY 13221-4928

SIGNATURE: _____

PRINT NAME: Ken W. Hill

PRINT TITLE: Exec. Admin.

DATE: 11/4/14

DATE: 11/4/14

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 <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective 01/01/2015	12.1529		12.1529	
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 08/01/2015	12.8821		12.8821	
Schedule B <input type="checkbox"/>		Effective 08/01/2016	13.6550		13.6550	
Schedule C <input type="checkbox"/>		Effective 08/01/2017	14.4743		14.4743	
Schedule D <input type="checkbox"/>		Effective 08/01/2018	15.3428		15.3428	
Schedule E <input type="checkbox"/>		Effective 08/01/2019	16.2634		16.2634	
Schedule G <input type="checkbox"/>		Effective				

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

3. The Fund may, at any time, audit the payroll records of any and all employees of the Employer at a time mutually agreed

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

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

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

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

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

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

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

10. All actions and proceedings commenced or initiated by any claimant, applicant, employee, participant, the Union or the Employer, or their agents, successors or assigns, against the Fund, the Trustees thereof or any employee, service provider, representative or agent thereof, and all actions and proceedings commenced by or on behalf of said Trustees against any claimant, applicant, employee, participant, the Union or the Employer pertaining to the Fund in any manner, shall be brought in the appropriate court in the County of Onondaga, New York or other applicable tribunal located therein except where otherwise provided herein. In regard to withdrawal liability arbitration proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American Arbitration Association and all hearings and related proceedings shall be conducted in Syracuse, New York. In regard to federal district court actions, all such actions shall be commenced and heard in the United States District Court for the Northern District of New York. The Fund shall not be subject to any grievance/arbitration procedure set forth in any collective bargaining agreement. It is specifically agreed that any action or proceeding commenced or initiated in any other jurisdiction or venue shall be transferred to the appropriate court or tribunal specified herein.

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments provided hereinabove shall be payable from and after 01/01/2015 and continue until expiration of the collective bargaining agreement on 12/31/2019 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

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: Thomas L. Quackenbush

PRINT TITLE: Business Agent

DATE: 11/12/14

EMPLOYER: New York State Teamsters

Benefit Funds

ADDRESS: PO Box 4928

Syracuse, NY 13221-4928

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: KEITH L. WELLS

PRINT TITLE: Exec. Admin.

DATE: 11/14/14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

EXECUTIVE ADMINISTRATOR

DATE: 11/14/14

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 - New Hires

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:		Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective	1st Anniversary <u>2015</u>	2.55		2.55	
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective	2nd Anniversary <u>2016</u>	3.55		3.55	
Schedule B <input type="checkbox"/>		Effective	3rd Anniversary <u>2017</u>	4.55		4.55	
Schedule C <input type="checkbox"/>		Effective	4th Anniversary <u>2018</u>	5.55		5.55	
Schedule D <input type="checkbox"/>		Effective	5th Anniversary <u>2019</u>	6.55		6.55	
Schedule E <input type="checkbox"/>		Effective					
Schedule G <input type="checkbox"/>		Effective					

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

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

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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

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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

Redacted by the U.S. Department of the Treasury

SIGNATURE:

PRINT NAME: Thomas L. Quackenbush

PRINT TITLE: Business Agent

DATE: 11/12/14

EMPLOYER: New York State Teamsters
Benefit Funds

ADDRESS: PO Box 4928

Syracuse, NY 13221-4928
Redacted by the U.S. Department of the Treasury

SIGNATURE:

PRINT NAME: Kenneth Stowell

PRINT TITLE: Exec. Admin.

DATE: 12/8/14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

Redacted by the U.S. Department of the Treasury

SIGNATURE:

EXECUTIVE ADMINISTRATOR

DATE: 12/8/14

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 - New Hires**

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	Effective 1st Anniversary	2.55		2.55	
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 2nd Anniversary	3.55		3.55	
Schedule B <input type="checkbox"/>		Effective 3rd Anniversary	4.55		4.55	
Schedule C <input type="checkbox"/>		Effective 4th Anniversary	5.55		5.55	
Schedule D <input type="checkbox"/>		Effective 5th Anniversary	6.55		6.55	
Schedule E <input type="checkbox"/>		Effective				
Schedule G <input type="checkbox"/>		Effective				

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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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

9075

1st 8320, 2nd 8957, 3rd 8958, 4th 8959, 5th 8960

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

EMPLOYER: New York State Teamsters

Benefit Funds

ADDRESS: 130 Lomond Court

Utica, NY 13502

ADDRESS: PO Box 4928

Syracuse, NY 13221-4928

SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

PRINT NAME: Thomas L. Quackenbush

PRINT NAME: Kenner, S. Well

PRINT TITLE: Business Agent

PRINT TITLE: Exec. Admin.

DATE: 11/12/14

DATE: 12/8/14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

DATE: 12/8/14

EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

1. (a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by this Participation Agreement 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) Maintenance, Security/Watchmen, Station Attendants

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>	
Effective 11/1/2014	\$2.68	\$107.20	<input type="checkbox"/>	UPS	<input type="checkbox"/>	Default
Effective 11/1/2015	\$2.90	\$116.00	<input type="checkbox"/>	FREIGHT – National	<input type="checkbox"/>	Schedule A
Effective 11/1/2016	\$3.14	\$125.60	<input type="checkbox"/>	FREIGHT – Area	<input type="checkbox"/>	Schedule B
Effective _____	_____	_____	<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	Schedule C
Effective _____	_____	_____	<input type="checkbox"/>	MUNICIPAL	<input type="checkbox"/>	Schedule D
Effective _____	_____	_____	<input checked="" type="checkbox"/>	OTHER	<input checked="" type="checkbox"/>	Schedule E

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 52 weeks.

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

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 11/1/2014 and expire on 10/31/2017. 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 11/1/2014.

Expiration date of collective bargaining agreement 10/31/2017.

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.

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

LOCAL UNION# 264

EMPLOYER: Niagara Frontier Food Terminal

ADDRESS: 35 Tyrol Drive

ADDRESS: 104 Niagara Frontier Food Terminal

Cheektowaga, NY 14227

Buffalo, NY 14206

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: [Redacted]

SIGNATURE: [Redacted]

PRINT NAME: Robert Bonilla

PRINT NAME: R. Bradley Jacobs

PRINT TITLE: Business Representative

PRINT TITLE: Vice President

DATE: 1-6-2015

DATE: 1/26/15

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

Redacted by the U.S. Department of the Treasury

SIGNATURE: [Redacted]

DATE: 1/5/15

EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) Norfile, Inc

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input type="checkbox"/>	Yes <input type="checkbox"/>	Effective 03/01/2014	4.5794			
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 03/01/2015	4.9343			
Schedule B <input type="checkbox"/>		Effective 03/01/2016	5.3167			
Schedule C <input type="checkbox"/>		Effective				
Schedule D <input checked="" type="checkbox"/>		Effective				
Schedule E <input type="checkbox"/>		Effective				
Schedule G <input type="checkbox"/>		Effective				

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work. However, such contributions shall not be paid for a period of more than 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. 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 03/01/2014 and expire on 02/26/2017. 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 03/01/2014

Expiration date of collective bargaining agreement 02/26/2017

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# 294

EMPLOYER: Norlite, Corp.

ADDRESS: 890 Third Street, Labor Temple

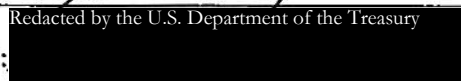
ADDRESS: PO Box 694

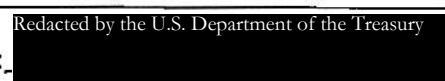
Albany, NY 12206

Cohoes, NY 12047

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: 

SIGNATURE: 

PRINT NAME: Kevin Hunter

PRINT NAME: TIMOTHY F. LACHELL

PRINT TITLE: Secretary-Treasurer/BA

PRINT TITLE: PLANT MANAGER

DATE: 5/13/14

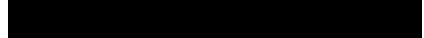
DATE: May 13, 2014

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

Redacted by the U.S. Department of the Treasury

SIGNATURE: 

DATE: 5/16/14

EXECUTIVE ADMINISTRATOR