

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) Robert H. Law

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 5/10/15	\$4.60		\$4.60	\$184.00
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 5/10/16	\$4.90		\$4.90	\$196.00
Schedule B <input checked="" type="checkbox"/>		Effective 5/10/17	\$5.22		\$5.22	\$208.80
Schedule C <input type="checkbox"/>		Effective 5/10/18	\$5.56		\$5.56	\$222.40
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 _____ 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 5/10/15 and continue until expiration of the collective bargaining agreement on 5/9/19 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: 5/10/15

Expiration date of collective bargaining agreement: 5/9/19

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

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. Further, to the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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

LOCAL UNION# 317

EMPLOYER: Robert H. Law

ADDRESS: 566 Speneer St
Syracuse, NY 13204

ADDRESS: 6883 Schuyler Rd
E Syracuse, NY 13057

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

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

PRINT NAME: Duane E. Wright

PRINT NAME: RICHARD L LAW

PRINT TITLE: President

PRINT TITLE: PRES

DATE: 7/6/15

DATE: 6/24/15

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

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

DATE: 7/19/15

EXECUTIVE ADMINISTRATOR

ARTICLE 9 INSURANCE

- 9.1 The Employer agrees to pay the full cost of the New York State Teamsters Health and Hospital PPO Plan coverage during the term of this agreement for casual, part-time and full-time employees, into the New York State Teamsters Council Health and Hospital Fund on or before the tenth day of the month following that month in which said monies accrued.

	SINGLE		2 PERSON		FAMILY	
	DAILY	WEEKLY	DAILY	WEEKLY	DAILY	WEEKLY
Effective 05/10/15	\$ 42.27	\$ 169.07	\$ 81.25	\$ 324.98	\$ 110.46	\$ 441.85
Effective 01/01/16	\$ 43.96	\$ 175.84	\$ 84.50	\$ 337.99	\$ 114.88	\$ 459.53
Effective 01/01/17	\$ 46.16	\$ 184.64	\$ 88.72	\$ 354.89	\$ 120.63	\$ 482.51
Effective 01/01/18	\$ 48.00	\$ 192.02	\$ 92.27	\$ 369.08	\$ 125.45	\$ 501.81
Effective 01/01/19	T.B.D.					

- 9.2 The Employer also agrees to sign the standard participation agreement as required by the Fund Trustees.
- 9.3 The Employer agrees to make contributions while an employee is out of work due to workers compensation to ensure that the employee is covered for the next two [2] qualifying quarters.
- 9.4 During the term of this Agreement, should a reduction or savings occur in the cost of the insurance, the monies will revert back to the Company.
- 9.5 Employees hired after January 1, 2013, will be required to contribute 10% per week towards the cost of health care on a pre-tax basis at the appropriate level (single, 2-person, family).

ARTICLE 10 PENSION

- 10.1 Effective the first full payroll period after May 10, 2015, the Employer agrees to contribute the sum of \$4.60 per hour per employee, not to exceed \$184.00 per week, into the New York State Teamsters Conference Pension and Retirement Fund. Effective the first full payroll period after May 10, 2016, the Employer agrees to contribute the sum of \$4.90 per hour per employee, not to exceed \$196.00 per week, into the New York State Teamsters Conference Pension and Retirement Fund. Effective the first full payroll period after May 10, 2017, the Employer agrees to contribute the sum of \$5.22 per hour per employee, not to exceed \$208.80 per week, into the New York State Teamsters Conference Pension and Retirement Fund. Effective the first full payroll period after May 10, 2018, the Employer agrees to contribute the sum of \$5.56 per hour per employee, not to exceed \$222.40 per week, into the New York State Teamsters Conference Pension and Retirement Fund.

All such monies shall be turned over to the Trust Fund Treasury on or before the tenth day of the month following that month in which said monies accrued.

- 10.2 The Employer also agrees that contributions into the Fund shall be made on all hours paid [up to a maximum of 40 hours per week] including all paid holidays and vacation time for each employee.
- 10.3 The Employer further agrees to sign the standard participation agreement as required by the Fund Trustees.

Addendum to the Participation Agreement of the New York State Teamsters Council Health and Hospital Fund and Robert H. Law.

1. Participating Employers will sign the standard participation agreement.
2. Contributions to the NYS Teamsters Health and Hospital Fund will be made for all time paid (i.e. holidays, sick days, vacation, etc.)
3. Contributions will be based on the appropriate daily rate to the weekly maximum.
4. The Employer will track total hours paid (including overtime hours) each calendar year.
5. A participant paid for 1,500 hours or more in a single calendar year will require the Employer to continue the full weekly contribution from day of lay-off up to and including the month of May in each year or until the participant is recalled to regular employment or terminates his employment by not reporting or secures other employment.
6. Pension contributions will not be required during lay-off.

AGREED TO AND SIGNED THIS 24 DAY OF June, 2015

Redacted by the U.S. Department of the
Treasury

Date

Redacted by the U.S. Department of the
Treasury

Robert H. Law

Date

Received: 6077564742

05/27/2016 08:23 FAX 6077564742

May 27 2016 08:44am

P004

ECONOMYPAVINGCO

Robert H. Law
#9078

004/004

May 23 2016 08:54am

P003/004

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

ARTICLE 16 - WAGE RATES

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

	<u>5/1/16</u>	<u>6/1/17</u>
Group 1	\$23.36	\$23.91
Group 2	\$23.56	\$24.11

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

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

ARTICLE 21 HEALTH AND WELFARE

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

<u>6/1/16</u>	<u>6/1/17</u>
\$14.10	\$14.80

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

ARTICLE 22 PENSION

<u>6/1/16</u>	<u>6/1/17</u>
\$8.36	\$8.86

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

UNION DUES

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

AGREED TO AND SIGNED

NYS TEAMSTERS ONONDAGA COUNTY

Redacted by the U.S. Department of the Treasury

Teamsters Local 317

Date

ECONOMY PAVING

Redacted by the U.S. Department of the Treasury

Economy Paving

Date

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) Rochester Area Construction & Material Health and Welfare- Office Clerk

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 <u>10/1/2015</u>	<u>1.34</u>	<u>—</u>	<u>1.34</u>	<u>53.60</u>
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 _____	_____	_____	_____	_____

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. 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 10/1/15 and expire on 9/30/16. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement na

Expiration date of collective bargaining agreement na

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: Rochester Area Teamsters Benefit Funds

ADDRESS: 130 Metro Park

ADDRESS: 130 Metro Park

Rochester NY 14623

Rochester NY 14623

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: Paul Markwitz

PRINT NAME: Christopher Toole

PRINT TITLE: Trustee

PRINT TITLE: Trustee

DATE: _____

DATE: 10/30/15

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: _____

DATE: 11/8/15

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, 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) Rotondo Trucking and Warehouse

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 1/1/16	3.78		3.78	151.20
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 1/1/17	4.04		4.04	161.60
Schedule B <input type="checkbox"/>		Effective 1/1/18	4.31		4.31	172.40
Schedule C <input checked="" type="checkbox"/>		Effective 1/1/19	4.60		4.60	184.00
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.

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

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

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

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

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

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

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments provided hereinabove shall be payable from and after 1/1/2016 and continue until expiration of the collective bargaining agreement on 12/31/2019 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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

Effective date of collective bargaining agreement: 1/1/2016

Expiration date of collective bargaining agreement: 12/31/19

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

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. Further, to the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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

LOCAL UNION# 317

EMPLOYER: Rotondo

ADDRESS: 566 Spencer Street

Syracuse, NY 13204

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: Tim BeVard

PRINT TITLE: Business Agent

DATE: 1/13/16

ADDRESS: PO Box 125

4628 Crossroads Park Drive

Liverpool, NY 13088

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: Robert Rotondo

PRINT TITLE: President

DATE: 1/12/16

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

DATE: 1/5/16

EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) Russo Produce Management/Clerical #4163

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 04/01/2016	3.6734	3.5934	3.5934	142.74
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 04/01/2017	3.8080	3.8090	3.8080	152.36
Schedule B <input type="checkbox"/>		Effective 04/01/2018	4.0375	4.0375	4.0375	161.50
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 62 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 04/01/2016 and continue until expiration of the collective bargaining agreement on 03/31/2019 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

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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: 04/01/2016Expiration date of collective bargaining agreement: 03/31/2019

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# 317EMPLOYER: Russo ProduceADDRESS: 555 Spencer StreetSyracuse, NY 13204

Redacted by the U.S. Department of the Treasury

ADDRESS: 2100 Park StreetSyracuse, NY 13208

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: Tim BeVardPRINT NAME: Andrew J. RussoPRINT TITLE: Business AgentPRINT TITLE: ConsultantDATE: 2-22-2016DATE: 2/19/2016

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

SIGNATURE: _____

DATE: 4/13/16

EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

(a) This Participation Agreement, executed by the undersigned Teamsters Local Union (hereinafter "Union") and Employer, is the basis for participation in the New York State Teamsters Conference Pension & Retirement Fund (hereinafter "Fund"). The Employer, its participating employees, and the Union, as a condition of participation in this Fund, are bound by 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) #8735 Safeway Trucking Corp

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 04/01/2013	6.0367		6.0367	
Schedule A	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 04/01/2014	6.3989		6.3989	
Schedule B	<input type="checkbox"/>		Effective 04/01/2015	6.7828		6.7828	
Schedule C	<input type="checkbox"/>		Effective 04/01/2016	7.1898		7.1898	
Schedule D	<input type="checkbox"/>		Effective 04/01/2017	7.6212		7.6212	
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 _____ 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

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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 04/01/2013 and expire on 03/31/2018. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 04/01/2013.

Expiration date of collective bargaining agreement 03/31/2018.

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

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

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

LOCAL UNION# 560

EMPLOYER: Safeway Trucking Corp

ADDRESS: 707 Summit Avenue

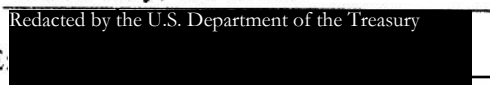
ADDRESS: 1140 Polaris Street


Union City, NJ 07087

Elizabeth, NJ 07201

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: 

SIGNATURE: 

PRINT NAME: Harold Welsh

PRINT NAME: DANIEL K HORGAN

PRINT TITLE: Trustee VP

PRINT TITLE: CHIEF OPERATING OFFICER

DATE: 18 FEB 2014

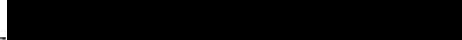
DATE: 17 FEB 2014

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: 4/2/14

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) Warehousemen, Forklift Operators & Maintenance

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>	
Effective <u>2/1/2014</u>	<u>2.4884</u>	<u>99.54</u>	<input type="checkbox"/>	UPS	<input type="checkbox"/>	Default
Effective <u>2/1/2015</u>	<u>2.6501</u>	<u>106.00</u>	<input type="checkbox"/>	FREIGHT – National	<input type="checkbox"/>	Schedule A
Effective <u>2/1/2016</u>	<u>2.8224</u>	<u>112.90</u>	<input type="checkbox"/>	FREIGHT – Area	<input checked="" type="checkbox"/>	Schedule B
Effective _____	_____	_____	<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	Schedule C
Effective _____	_____	_____	<input type="checkbox"/>	MUNICIPAL	<input type="checkbox"/>	Schedule D
Effective _____	_____	_____	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>	Schedule E

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 2/1/2014 and expire on 1/31/2017. 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 2/1/2014.

Expiration date of collective bargaining agreement 1/31/2017.

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# Teamsters Local #264

EMPLOYER: Samson Distribution Center

ADDRESS: 35 Tyrol Drive

ADDRESS: 203 Eggert Road

Cheektowaga, NY 14227

Buffalo, NY 14215

SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

Redacted by the U.S. Department of the Treasury

PRINT NAME: Robert C. Bonilla

PRINT NAME: Joseph L. Carlo

PRINT TITLE: Business Representative

PRINT TITLE: Chief Operating Officer

DATE: 3/26/14

DATE: 3/27/14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

SIGNATURE: _____

EXECUTIVE ADMINISTRATOR

DATE: 4/4/14

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 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) Warehousemen, Forklift Operators & Maintenance (Hired after May 25, 2005)

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>	
Effective <u>1st Year of Employment</u>	<u>.50</u>	<u>20.00</u>	<input type="checkbox"/>	UPS	<input type="checkbox"/>	Default
Effective <u>2nd Year of Employment</u>	<u>.75</u>	<u>30.00</u>	<input type="checkbox"/>	FREIGHT – National	<input type="checkbox"/>	Schedule A
Effective <u>3rd Year of Employment</u>	<u>1.00</u>	<u>40.00</u>	<input type="checkbox"/>	FREIGHT – Area	<input checked="" type="checkbox"/>	Schedule B
Effective _____	_____	_____	<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/>	Schedule C
Effective _____	_____	_____	<input type="checkbox"/>	MUNICIPAL	<input type="checkbox"/>	Schedule D
Effective _____	_____	_____	<input checked="" type="checkbox"/>	OTHER	<input type="checkbox"/>	Schedule E

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

9. If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions 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

8615, 8980, 8981

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 2/1/2014 and expire on 1/31/2017. 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 2/1/2014.

Expiration date of collective bargaining agreement 1/31/2017.

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# Teamsters Local #264

EMPLOYER: Samson Distribution Center

ADDRESS: 35 Tyrol Drive

ADDRESS: 203 Eggert Road

Cheektowaga, NY 14227

Buffalo, NY 14215

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: Robert C. Bonilla

PRINT NAME: Joseph L. Carlo

PRINT TITLE: Business Representative

PRINT TITLE: Chief Operating Officer

DATE: 3/26/14

DATE: 3/27/14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

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

SIGNATURE: _____

DATE: 4/4/14

EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) **Production and Maintenance Employees**

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 10/27/2014	\$2.1309		\$2.1309	\$85.24
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 6/1/2015	\$2.2747		\$2.2747	\$90.99
Schedule B <input type="checkbox"/>		Effective 6/1/2016	\$2.4282		\$2.4282	\$97.13
Schedule C <input checked="" type="checkbox"/>		Effective				
Schedule D <input type="checkbox"/>		Effective				
Schedule E <input type="checkbox"/>		Effective				
Schedule G <input type="checkbox"/>		Effective				

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

Covered Employees: ☒ Bargaining ☐ Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

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

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

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments provided hereinabove shall be payable from and after 10/27/2014 and continue until expiration of the collective bargaining agreement on 10/30/2016 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

1194

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: 10/27/2014

Expiration date of collective bargaining agreement: 10/30/2016

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

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. 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# 264

EMPLOYER: Saputo Dairy Foods, USA
(formerly Friendship Dairies, LLC)

ADDRESS: 35 Tyrol Drive
Redacted by the U.S. Department of the Treasury

ADDRESS: 6701 County Road 20
Friendship, NY 14739
Redacted by the U.S. Department of the Treasury

SIGNATURE: [Redacted Signature]

SIGNATURE: [Redacted Signature]

PRINT NAME: Mark W. Boling

PRINT NAME: Steve Power

PRINT TITLE: Business Agent

PRINT TITLE: Plant Manager

DATE: 1/28/2015

DATE: 1/30/15

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 Signature]

DATE: 2/13/15

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, 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) Saunders Concrete Inc - Ithaca #3700

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 04/01/2016	4.0916		4.0916	163.66
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 04/01/2017	4.3371		4.3371	173.48
Schedule B <input type="checkbox"/>		Effective 04/01/2018	4.5973		4.5973	183.89
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 ____ 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 04/01/2016 and continue until expiration of the collective bargaining agreement on 03/31/2019 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

3700

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: April 1, 2016

Expiration date of collective bargaining agreement: March 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# 317

EMPLOYER: Saunders Concrete Company, Inc.

ADDRESS: 566 Spencer Street

Syracuse, NY 13204

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: Duane E. Wright

PRINT TITLE: President/Business Agent

DATE: 5/9/16

ADDRESS: PO Box A

Nedrow, NY 13120

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

PRINT NAME: Tracy Saunders

PRINT TITLE: President

DATE: 5/4/2016

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: Redacted by the U.S. Department of the Treasury

NEW YORK 13221-4928

SIGNATURE: _____

EXECUTIVE ADMINISTRATOR

DATE: 5/12/16

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) **Saunders Concrete (Nedrow)**

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	5/10/15	\$4.71		\$4.71	\$188.40
Schedule A	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Effective	5/10/16	\$5.07		\$5.07	\$202.80
Schedule B	<input type="checkbox"/>			Effective	5/10/17	\$5.46		\$5.46	\$218.40
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 _____ 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 5/10/15 and continue until expiration of the collective bargaining agreement on 5/9/18 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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: 5/10/15

Expiration date of collective bargaining agreement: 5/9/18

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

13. This Participation Agreement represents the entire agreement and understanding of the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. As such, this Participation Agreement may not be modified except by a writing signed by all parties. Further, to the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

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

LOCAL UNION# 317

EMPLOYER: Saunders Concrete (Nedrow)

ADDRESS: 566 Spencer St
Syracuse, NY 13204

ADDRESS: PO Box A
Nedrow, NY 13120

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

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

PRINT NAME: Duane Wright

PRINT NAME: Tracy Saunders

PRINT TITLE: President

PRINT TITLE: President

DATE: 7/9/15

DATE: 7/7/2015

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
EXECUTIVE ADMINISTRATOR

DATE: 7/17/15

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) Scranton's Thruway Builders Supplies - Truck Drivers

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$.05 if elected)	Total Hourly	Weekly
Default <input type="checkbox"/>	Yes <input type="checkbox"/>	Effective 6/1/2014	\$3.3178			\$132.712
Schedule A <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 6/1/2015	\$3.5169			\$140.676
Schedule B <input type="checkbox"/>		Effective 6/1/2016	\$3.7279			\$149.116
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 xxxxxxxx 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 1, 2014 and continue until expiration of the collective bargaining agreement on May 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: JUNE 1, 2014

Expiration date of collective bargaining agreement: MAY 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# 449

EMPLOYER: Scranton's Thruway Builders Supply

ADDRESS: 2175 William Street

Buffalo, NY 14206

Redacted by the U.S. Department of the Treasury

ADDRESS: 3360 Walden Avenue

Depew, NY 14043

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: Jeffrey S. Brylski

PRINT NAME: James D. Pierre

PRINT TITLE: President

PRINT TITLE: Operations Manager

DATE: 3/3/15

DATE: 3/3/15

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 4028, SYRACUSE, NEW YORK 13221-4928

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

DATE: 3/2/15

EXECUTIVE ADMINISTRATOR

Revised

Sealand Heavy Highway Rates #9423 Oakgrove Construction Agreement 2013-2018 Revised w/ Health & Welfare wages & rates

ARTICLE XVIII – WAGE RATE SCHEDULE

Contractor Employees - Non-Seniority
(Hired after April 14, 1981)

Wages

Health & Welfare

Pension

Effective July 1, 2013 – June 30, 2014

Straight Time: \$32.616 per hour	\$4.85 per hour	\$46.20 per day
Overtime: \$48.92 per hour	\$4.85 per hour	-0- 5.78/hr

*Effective July 1, 2014 – June 30, 2015

Straight time: \$33.96 per hour	\$4.85 per hour	\$49.00 per day 6.13/hr
Overtime: \$50.94 per hour	\$4.85 per hour	-0-

**Revised Health and Wage rates due to \$.15 increase in Southern Tier Health Care Benefit plan*

Straight time: \$33.81 per hour	\$5.00 per hour	\$49.00 per day 6.13/hr
Overtime: \$50.72 per hour	\$5.00 per hour	-0-

*Effective July 1, 2015 – June 30, 2016

Straight time: \$35.30 per hour	\$4.85 per hour	\$51.90 per day 5.19/hr
Overtime: \$52.95 per hour	\$4.85 per hour	-0- 6.49/hr

**Revised Health and Wage rates due to \$.15 increase in Southern Tier Health Care Benefit plan*

Straight time: \$35.15 per hour	\$5.00 per hour	\$51.90 per day
Overtime: \$52.80 per hour	\$5.00 per hour	-0- 6.49/hr

*Effective July 1, 2016 – June 30, 2017

Straight time: \$36.74 per hour	\$4.85 per hour	\$54.00 per day
Overtime: \$55.11 per hour	\$4.85 per hour	-0- 6.75/hr

**Revised Health and Wage rates due to \$.15 increase in Southern Tier Health Care Benefit plan*

Straight time: \$36.59 per hour	\$5.00 per hour	\$54.00 per day
Overtime: \$54.96 per hour	\$5.00 per hour	-0- 6.75/hr

***Effective July 1, 2017 – June 30, 2018**

Straight time:	\$38.15 per hour	\$4.85 per hour	\$56.20 per day
Overtime:	\$57.23 per hour	\$4.85 per hour	-0-

**Revised Health and Wage rates due to \$.15 increase in Southern Tier Health Care Benefit plan*

Straight time:	\$38.00 per hour	\$5.00 per hour	\$56.20 per day
Overtime:	\$57.08 per hour	\$5.00 per hour	-0-

**See Article 3, #23*

AGC EMPLOYER

DATE _____

TRUCK DRIVERS LOCAL UNION #449

DATE _____

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) SEALAND CONTRACTORS, HEAVY & HIGHWAY

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 7/1/2012	7.54 ✓		7.54	ALL HRS WKED
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 7/1/2013	7.92		7.92	ALL HRS WKED
Schedule B <input type="checkbox"/>		Effective				
Schedule C <input type="checkbox"/>		Effective				
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.

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 0 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 4/1/2012 and expire on 3/31/2014. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement April 1, 2012

Expiration date of collective bargaining agreement March 31, 2014

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: SEALAND CONTRACTORS HEAVY & HIGHWAY

ADDRESS: 130 Metro Park

ADDRESS: 85 HIGH TECH DRIVE, BOX 350

Rochester, NY 14623

RUSH, NY 14543

Redacted by the U.S. Department of the Treasury

Redacted by the U.S. Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: Paul Markwitz

PRINT NAME: Daniel Bree

PRINT TITLE: Business Agent

PRINT TITLE: Owner

DATE: 9/20/12

DATE: _____

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

151 NORTHERN CONCOURSE, SYRACUSE, NY 13212

MAILING ADDRESS: P.O. BOX 4028 SYRACUSE, NEW YORK 13221-4928

Redacted by the U.S. Department of the Treasury

SIGNATURE _____

DATE: 10/5/12

EXECUTIVE ADMINISTRATOR