

9549
The Wesson Group
LLP

**HEAVY AND HIGHWAY AGREEMENT
ONONDAGA COUNTY
EFFECTIVE: APRIL 1, 2013 - MARCH 31, 2016**

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 dates as follows:

	<u>4/1/13</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
Group 1	\$21.02	\$21.09	\$21.84	\$22.62
Group 2	\$21.22	\$21.29	\$22.04	\$22.82

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 Chasers, 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>4/1/13</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
\$11.93	\$12.96	\$13.29	\$13.56

WBA 26

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 2 PENSION

<u>4/1/13</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
\$6.62	\$7.02	\$7.44	\$7.89

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>4/1/13</u>	<u>6/1/13</u>	<u>6/1/14</u>	<u>6/1/15</u>
Group 1 & 2	\$53.00	\$53.00	\$55.00	\$57.00

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) Truck Drivers (Thruway Builders of Ocharad Park)

Rehabilitation Schedule	60 Month Death Benefit		Rates of Contribution:		Hourly	60 Month DB (\$0.05 if elected)	Total	
	Yes	No	Effective				Hourly	Weekly
Default <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective	<u>June 1, 2015</u>	<u>2.63</u>	<u>N/A</u>	<u>2.63</u>	<u>105.20</u>
Schedule A <input checked="" type="checkbox"/>	Yes <input checked="" type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective	<u>June 1, 2016</u>	<u>2.79</u>	<u>N/A</u>	<u>2.79</u>	<u>111.60</u>
Schedule B <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective	<u>June 1, 2017</u>	<u>2.95</u>	<u>N/A</u>	<u>2.95</u>	<u>118.00</u>
Schedule C <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective	<u>June 1, 2018</u>	<u>3.13</u>	<u>N/A</u>	<u>3.13</u>	<u>125.20</u>
Schedule D <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective	<u>June 1, 2019</u>	<u>3.32</u>	<u>N/A</u>	<u>3.32</u>	<u>132.80</u>
Schedule E <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective	_____	_____	_____	_____	_____
Schedule G <input type="checkbox"/>	Yes <input type="checkbox"/>	No <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 12 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, 2015 and continue until expiration of the collective bargaining agreement on May 31, 2020 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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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, 2015

Expiration date of collective bargaining agreement: May 31, 2020

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

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

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

LOCAL UNION# 449

EMPLOYER: Thruway Builders of Orchard Park

ADDRESS: 2175 William Street
Buffalo, Ny 14206

ADDRESS: S-3515 California Road
Orchard Park, NY 14127

Redacted by the U S Department of the Treasury

Redacted by the U S Department of the Treasury

SIGNATURE: _____

SIGNATURE: _____

PRINT NAME: Daniel E. Aylor

PRINT NAME: Jeff Lewis

PRINT TITLE: Business Agent

PRINT TITLE: Pres.

DATE: 6/23/15

DATE: 6/23/15

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: 7/1/15

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) Drivers - Transervice Logistics, Inc. #7334

Rehabilitation Schedule	60 Month Death Benefit		Rates of Contribution:	Hourly	60 Month DB (\$05 if elected)	Total	
	Yes	No				Hourly	Weekly
Default <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>05/23/2010</u>	<u>1.9438</u>		<u>1.9438</u>	<u>77.75</u>
Schedule A <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>05/23/2010</u>	<u>2.0028</u>		<u>2.0028</u>	<u>82.41</u>
Schedule B <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective <u>05/23/2010</u>	<u>2.1838</u>		<u>2.1838</u>	<u>87.36</u>
Schedule C <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective _____	_____	_____	_____	_____
Schedule D <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective _____	_____	_____	_____	_____
Schedule E <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective _____	_____	_____	_____	_____
Schedule G <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective _____	_____	_____	_____	_____

Contract Type: UPS Freight-National Construction Municipal Other

Covered Employees: Bargaining Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

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

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

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments provided hereinabove shall be payable from and after 05/23/2016 6/1/16 and continue until expiration of the collective bargaining agreement on 05/22/2019 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

7334

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

Effective date of collective bargaining agreement: 05/23/2016

Expiration date of collective bargaining agreement: 05/22/2019

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# 560

EMPLOYER: Transervice Logistics, Inc.
Division Reliable Transport

ADDRESS: 707 Summit Avenue
Union City, NJ 07087
Redacted by the U.S. Department of the Treasury

ADDRESS: 5 Dakota Drive
Lake Success, NY 11042
Redacted by the U.S. Department of the Treasury

SIGNATURE: [Redacted]

SIGNATURE: [Redacted]

PRINT NAME: Harold Welsh

PRINT NAME: Dennis Schneider

PRINT TITLE: Vice President

PRINT TITLE: Pres

DATE: 6-13-16

DATE: 6-16-16

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

SIGNATURE: [Redacted]
EXECUTIVE ADMINISTRATOR

DATE: 6/22/16

Troy Sand & Gravel

Kathy Harkins [KHarkins@teamsterslocal294.org]

Sent: Tuesday, August 11, 2015 11:46 AM

To: Lesley DeBuque

~~5287~~

Copy 5284 *

Leslie – Troy Sand & Gravel are part of the Bonded Ready Mix Agreement.
Do not have their own

Kathleen A. Harkins, Office Manager
Teamsters Local 294
890 Third Street
Albany, NY 12206
518-489-5436
518-453-9251 Fax
<http://www.teamsterslocal294.org/>

4.07 / Schedule D

up 6/30/15

~~Copy?~~
~~5287~~



Uses
Bonded Concrete
Strip for Ken
#5284

#5287 - Tray Sand & Gravel

per John Bulgako -
rates should mirror
Borded Concrete #5284

vacation duties. There shall be no change in the vacation schedule after the posting period, unless mutually agreed upon by both the Employee and the Employer.

Section 7.4 - The total number of all Employees working under this contract who shall take their vacation at the same time, will be limited to three (3) men or ten (10) percent of the men covered, whichever number is the lesser.

Section 7.5 - A regular Employee shall be one who has been in the employ of a firm for at least thirty (30) days accumulated, and who during that thirty (30) day period has averaged twenty-four (24) hours of work per week. Such Employees shall be paid weekly and on a regular week day.

In the case where it is replacement employment, such as Employees off on vacation, compensation, disability, etc., the Employee will not gain seniority until he has been employed as a replacement for more than one hundred (100) days. For fringe benefits on replacement Employees, the Company will pay per hour:

Health and Welfare:	July 1, 2012	\$8.44
	July 1, 2013	\$8.87
	July 1, 2014	\$9.31

Pension:	July 1, 2012	\$3.51 per hour paid up to a	Schedule D
	July 1, 2013	\$3.78 maximum of 50 hours per week	
	July 1, 2014	\$4.07	

Section 7.6 - Except as provided in Section 7.7, a regular Employee shall be notified at least three working days in advance of his notice of layoff, otherwise he shall receive three (3) full day's pay. For replacement help or newly hired Employees after January 1, 1983, the three (3) day's notice shall be suspended and an Employee may be called into work for one (1) day and be paid for that one (1) day alone.

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) Drivers

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>07/01/2015</u>	<u>\$7.1762</u>	_____	<u>\$7.1762 All</u>	<u>Hours Paid</u>
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective <u>7/01/2016</u>	<u>\$7.6088</u>	_____	<u>\$7.6088 All</u>	<u>Hours Paid</u>
Schedule B <input type="checkbox"/>		Effective <u>7/01/2017</u>	<u>\$8.0632</u>	_____	<u>\$8.0632 All</u>	<u>Hours Paid</u>
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 N/A 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 7/1/2015 and continue until expiration of the collective bargaining agreement on 6/30/2018 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

7659

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: 4/1/2015

Expiration date of collective bargaining agreement: 3/31/2018

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

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

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

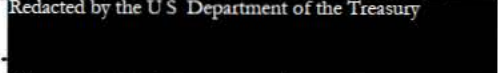
LOCAL UNION# 264

EMPLOYER: Union Concrete and Construction Corp.

ADDRESS: 35 Tyrol Drive
Cheektowaga, NY 14227

ADDRESS: 105 Center Road, PO Box 648,
West Seneca, NY 14224

SIGNATURE: 

SIGNATURE: 

PRINT NAME: Ronald Lucas

PRINT NAME: Robert F. Hill

PRINT TITLE: Business Agent

PRINT TITLE: President

DATE: 5-20-15

DATE: 5/15/15

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

SIGNATURE: 

DATE: 6/3/15

EXECUTIVE ADMINISTRATOR

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

**ORIGINAL
FUND COPY**

Covered Group of Employees (Define) UPS - Part Time

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 06/01/2013	10.268			
Schedule A: <input type="checkbox"/>	No <input type="checkbox"/>	Effective 08/01/2014	10.678			
Schedule B <input type="checkbox"/>		Effective 08/01/2015	11.327			
Schedule C <input type="checkbox"/>		Effective 02/01/2018	12.019			
Schedule D <input type="checkbox"/>		Effective 06/01/2017	12.750			
Schedule E <input checked="" 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 70 hours ~~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 August 1, 2013 and expire on July 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 August 1, 2013

Expiration date of collective bargaining agreement July 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# 118 - Rochester EMPLOYER: United Parcel Service

ADDRESS: 130 Metro Park ADDRESS: _____

Rochester, NY 14623 Redacted by the U.S. Department of the Treasury

SIGNATURE: _____ SIGNATURE: _____

PRINT NAME: Jeffrey J. Sargrett PRINT NAME: Chad Lutz

PRINT TITLE: President 118 A PRINT TITLE: V.P.

DATE: 7-24-14 DATE: 9/12/14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P.O. BOX 4928 SYRACUSE, NEW YORK 13221-4928
Redacted by the U.S. Department of the Treasury

SIGNATURE: _____ DATE: 9/15/14
EXECUTIVE ADMINISTRATOR

LOCAL UNION# 182 - Utica

ADDRESS: 110 Lomond Ct.

Utica, NY 13502

Redacted by the US Department of the Treasury

SIGNATURE:

PRINT NAME: Timothy Hoga

PRINT TITLE: Pres / PEO

DATE: 7/22/14

LOCAL UNION# 264 - Buffalo

ADDRESS: 35 Tyrol Drive

Cheektowaga, NY 14227-2715

Redacted by the US Department of the Treasury

SIGNATURE:

PRINT NAME: TONY VACCARO

PRINT TITLE: BUSINESS AGENT

DATE: 7/23/14

LOCAL UNION# 317 - Syracuse

ADDRESS: PO Box 11037

Franklin Square Station

Syracuse, NY 13218-1037

Redacted by the US Department of the Treasury

SIGNATURE:

PRINT NAME: MICHAEL C. SENSUCCI

PRINT TITLE: VICE PRESIDENT

DATE: 7-23-14

LOCAL UNION# 449 - Buffalo

ADDRESS: 2175 William Street

Buffalo, NY 14206

Redacted by the US Department of the Treasury

SIGNATURE:

PRINT NAME: Jeffrey S. Brycki

PRINT TITLE: President

DATE: 7/22/14

LOCAL UNION# 529 - Elmira

ADDRESS: 129 East Chemung Place

Elmira, NY 14904

Redacted by the US Department of the Treasury

SIGNATURE:

PRINT NAME: John Farwell

PRINT TITLE: PRESIDENT / P.E.O.

DATE: 7/23/2014

LOCAL UNION# 687 - Potsdam

ADDRESS: 14 Elm Street

Potsdam, NY 13676

Redacted by the US Department of the Treasury

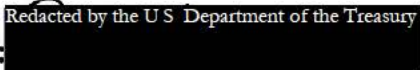
SIGNATURE:

PRINT NAME: Brian H. Hammond

PRINT TITLE: President / P.E.O.

DATE: 7-23-14

LOCAL UNION# 693 - Binghamton
ADDRESS: 41 Howard Avenue
Binghamton, NY 13904-1325

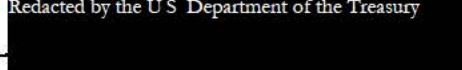
SIGNATURE:  Redacted by the U.S. Department of the Treasury

PRINT NAME: Roberta DUNKER

PRINT TITLE: Pres / PEO / BA

DATE: 7/23/14

LOCAL UNION# 294 - Albany
ADDRESS: 890 Third Street
Labor Temple
Albany, NY 12206-1632

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

PRINT NAME: John Paterno

PRINT TITLE: President / PEO

DATE: 7-23-14

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

Covered Group of Employees (Define) UPS Menlo - #7985

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	13.3708		13.3708	534.83
Schedule A <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 04/01/2017	14.1730		14.1730	566.92
Schedule B <input type="checkbox"/>		Effective 04/01/2018	15.0234		15.0234	600.94
Schedule C <input type="checkbox"/>		Effective				
Schedule D <input type="checkbox"/>		Effective				
Schedule E <input type="checkbox"/>		Effective				
Schedule G <input type="checkbox"/>		Effective				

Contract Type: UPS Freight-National Construction Municipal Other

Covered Employees: Bargaining Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: 04/01/2016

Expiration 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# 560 EMPLOYER: UPS Menlo

ADDRESS: 707 Summit Avenue ADDRESS: _____
Union City, NJ 07087

SIGNATURE: _____ SIGNATURE: _____

PRINT NAME: Harold Welsh PRINT NAME: _____

PRINT TITLE: Vice President PRINT TITLE: _____

DATE: _____ DATE: _____

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: _____ DATE: _____
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:

**ORIGINAL
FUND COPY**

Covered Group of Employees (Define) UPS - Full Time

Rehabilitation Schedule	60 Month Death Benefit	Rates of Contribution:	Hourly	60 Month DB (\$05 if elected)	Total Hourly	Weekly
Default <input type="checkbox"/>	Yes <input type="checkbox"/>	Effective 08/01/2013	13.085			
Schedule A <input type="checkbox"/>	No <input type="checkbox"/>	Effective 08/01/2014	13.865			
Schedule B <input type="checkbox"/>		Effective 08/01/2015	14.665			
Schedule C <input type="checkbox"/>		Effective 08/01/2016	16.485			
Schedule D <input type="checkbox"/>		Effective 08/01/2017	18.315			
Schedule E <input checked="" 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 160/hrs 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 August 1, 2013 and expire on July 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 August 1, 2013

Expiration date of collective bargaining agreement July 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# 118 - Rochester EMPLOYER: United Parcel Service

ADDRESS: 130 Metro Park ADDRESS: _____

Rochester, NY 14623

Redacted by the U.S. Department of the Treasury

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

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

PRINT NAME: Jessie J Sargeant

PRINT NAME: Chris Lange

PRINT TITLE: Treasurer / BOA

PRINT TITLE: VP Finance

DATE: 7-24-14

DATE: 9/12/14

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

DATE: 9/10/14

EXECUTIVE ADMINISTRATOR

LOCAL UNION# 182 - Utica

ADDRESS: 110 Lomond Ct.

Utica, NY 13502

Redacted by the U S Department of the Treasury

SIGNATURE: _____

PRINT NAME: Timothy Hogan

PRINT TITLE: Pres/PEO

DATE: 7/22/14

LOCAL UNION# 264 - Buffalo

ADDRESS: 35 Tyrol Drive

Cheektowaga, NY 14227-2715

Redacted by the U S Department of the Treasury

SIGNATURE: _____

PRINT NAME: FRANK VACCARO

PRINT TITLE: BUSINESS AGENT

DATE: 7/23/14

LOCAL UNION# 317 - Syracuse

ADDRESS: PO Box 11037

Franklin Square Station

Syracuse, NY 13218-1037

Redacted by the U S Department of the Treasury

SIGNATURE: _____

PRINT NAME: MICHAEL CANTUCCI

PRINT TITLE: VSCC PRESIDENT

DATE: 7-27-14

LOCAL UNION# 449 - Buffalo

ADDRESS: 2175 William Street

Buffalo, NY 14206

Redacted by the U S Department of the Treasury

SIGNATURE: _____

PRINT NAME: Jeffrey S. Frylski

PRINT TITLE: President

DATE: 7/22/2014

LOCAL UNION# 529 - Elmira

ADDRESS: 129 East Chemung Place

Elmira, NY 14904

Redacted by the U S Department of the Treasury

SIGNATURE: _____

PRINT NAME: John Farwell Jr

PRINT TITLE: PRESIDENT/PEO

DATE: 7/23/2014

LOCAL UNION# 687 - Potsdam

ADDRESS: 14 Elm Street

Potsdam, NY 13676

Redacted by the U S Department of the Treasury

SIGNATURE: _____

PRINT NAME: Brian K. Hamma

PRINT TITLE: President PEO

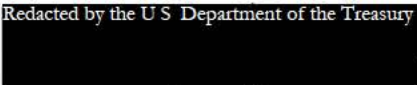
DATE: 7-23-14

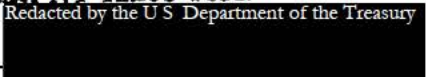
LOCAL UNION# 693 - Binghamton
ADDRESS: 41 Howard Avenue
Binghamton, NY 13904-1325

LOCAL UNION# 294 - Albany
ADDRESS: 890 Third Street
Labor Temple
Albany, NY 12206-1632

Redacted by the U S Department of the Treasury

Redacted by the U S Department of the Treasury

SIGNATURE: 

SIGNATURE: 

PRINT NAME: Roberta DWYER

PRINT NAME: John Pulgano

PRINT TITLE: Pres/CEO/BA

PRINT TITLE: President/CEO

DATE: 7-23-14

DATE: 7-23-14

THE NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND

PARTICIPATION AGREEMENT

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

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

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

General Worker, Skilled Dairy Mechanics, Garage Svc, Lab Tech, Wholesale Drivers, Tractor Trl Drivers

Covered Group of Employees (Define) _____

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 11/2/2014	1.9197	_____	_____	_____
Schedule A	<input type="checkbox"/>	No <input checked="" type="checkbox"/>	Effective 11/2/2015	2.0349	_____	_____	_____
Schedule B	<input type="checkbox"/>		Effective 11/2/2016	2.1570	_____	_____	_____
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 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 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 11/2/2014 and continue until expiration of the collective bargaining agreement on 11/5/2017 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

7232

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: 11/2/2014
Expiration date of collective bargaining agreement: 11/5/2017

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# 264

EMPLOYER: Upstate Niagara Cooperative, Inc.
Cultured Products Division (Bison Foods)

ADDRESS: 35 Tyrol Drive
Chickadee, NY 14227
Redacted by the U S Department of the Treasury

ADDRESS: 25 Anderson Road
Buffalo, NY 14225
Redacted by the U S Department of the Treasury

SIGNATURE: 

SIGNATURE: 

PRINT NAME: Mark Boling

PRINT NAME: LOU SANTARELLI

PRINT TITLE: Business Agent

PRINT TITLE: CHIEF PERSONNEL OFFICER

DATE: 10/30/14

DATE: 11-4-14

NEW YORK STATE TEAMSTERS CONFERENCE PENSION AND RETIREMENT FUND
151 NORTHERN CONCOURSE, SYRACUSE, NY 13212
MAILING ADDRESS: P. O. BOX 4928, SYRACUSE, NEW YORK 13221-4928

SIGNATURE: 
EXECUTIVE ADMINISTRATOR

DATE: 10/15/14

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:
General Worker, Skilled dairy worker, Mechanics, Garage service, Laboratory technicians, Wholesale Driver and Covered Group of Employees (Define) Tractor trailer driver

<i>Rates of Contribution:</i>	<u>Hourly</u>	<u>Weekly</u>	<u>CONTRACT TYPE:</u>		<u>REHABILITATION SCHEDULE (attached)</u>
Effective <u>11/5/2012</u>	<u>\$2.0066</u>	<u>\$80.26</u>	<input type="checkbox"/>	UPS	<input checked="" type="checkbox"/> Default
Effective <u>6/2/2013</u>	<u>\$2.1366</u>	<u>\$85.46</u>	<input type="checkbox"/>	FREIGHT – National	<input type="checkbox"/> Schedule A
Effective <u>6/1/2014</u>	<u>\$2.2666</u>	<u>\$90.66</u>	<input type="checkbox"/>	FREIGHT – Area	<input type="checkbox"/> Schedule B
Effective <u>6/7/2015</u>	<u>\$2.4066</u>	<u>\$96.26</u>	<input type="checkbox"/>	CONSTRUCTION	<input type="checkbox"/> Schedule C
Effective <u>6/5/2016</u>	<u>\$2.5566</u>	<u>\$102.26</u>	<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 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 proceedings, all such arbitrations shall be initiated in the Boston, Massachusetts regional office of the American

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

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments above provided shall be payable from and after 11/5/2012 and expire on 11/6/2016. This agreement shall continue in full force and effect for the same term as the collective bargaining agreement. A new Participation Agreement must be signed and submitted for each subsequent collective bargaining agreement.

Effective date of collective bargaining agreement 11/5/2012

Expiration date of collective bargaining agreement 11/6/2016

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

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

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

LOCAL UNION# 264

EMPLOYER: Upstate Niagara Cooperative, Inc. (Dale Road)

ADDRESS: 35 Tyrol Drive
Cheektowaga, NY 14227

ADDRESS: 25 Anderson Road
Buffalo, NY 14225

SIGNATURE: [Redacted]

SIGNATURE: [Redacted]

PRINT NAME: [Redacted]

PRINT NAME: Louis Santarelli, Jr.

PRINT TITLE: Business Representative

PRINT TITLE: Chief Personnel Officer

DATE: 01-15-13

DATE: 1/16/13

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]
EXEC

DATE: 1/2/13

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) USF Holland

Rehabilitation Schedule	60 Month Death Benefit		Rates of Contribution:		60 Month DB (\$.05 if elected)	Total	
	Yes	No	Hourly	Weekly		Hourly	Weekly
Default <input type="checkbox"/>	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Effective <u>08/01/2015</u>	<u>1.9987</u>	_____	<u>1.9987</u>	<u>79.9480</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 _____	_____	_____	_____	_____
Schedule G <input checked="" type="checkbox"/>			Effective _____	_____	_____	_____	_____

Contract Type: UPS Freight-National Construction Municipal Other

Covered Employees: Bargaining Non-Bargaining

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

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

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

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

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

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

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

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

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

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

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

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

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

11. This Participation Agreement shall become effective as of the date of execution hereof and the payments provided hereinabove shall be payable from and after 08/01/2015 and continue until expiration of the collective bargaining agreement on 07/31/2016 subject, however, to the discretion of the Trustees. After expiration of the collective bargaining agreement, this Participation Agreement shall continue in full force and effect until a successor collective bargaining agreement is executed by the Employer and Union unless a) the Trustees terminate the participation of the Employer and provide written notice of the date of termination, b) the Employer gives the Fund at least sixty (60) days advance written notice by certified mail with return receipt requested of its intent to terminate participation because it no longer has an obligation to

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

Effective date of collective bargaining agreement: 08/01/2015

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

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

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

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

LOCAL UNION# 449

EMPLOYER: USF Holland

ADDRESS: 2175 William Street
Buffalo, NY 14206

ADDRESS: 6650 Transit Road
Overland Park, KS 66211

SIGNATURE: Redacted by the U S Department of the Treasury

SIGNATURE: Redacted by the U S Department of the Treasury

PRINT NAME: KEVIN C. O'NEILL

PRINT NAME: Tom Ventura

PRINT TITLE: VICE-PRESIDENT

PRINT TITLE: VP Contract Administration

DATE: 8/17/15

DATE: 8/18/15

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
EXECUTIVE ADMINISTRATOR

DATE: 9/2/15

Schedule Z

PIPELINE (HOURLY) RATES

Utility Line Services
Local 449

NEW YORK - ZONE 4 (Local 449)

5/30/15
4/1/13-2/1/14

	<u>7/1/10</u>	<u>7/1/11</u>	<u>12/1/11</u>	<u>2/1/12</u>	<u>7/1/12</u>	<u>2/1/13-4/1/13</u>	
GROUP 1	\$28.42	\$28.12	\$28.49	\$29.25	\$28.93	\$29.70	\$29.70
GROUP 2	\$28.10	\$27.80	\$28.17	\$28.92	\$28.60	\$29.37	\$29.37
GROUP 3	\$27.91	\$27.61	\$27.98	\$28.73	\$28.41	\$29.17	\$29.17
H&W	\$4.85	\$4.85	\$4.85	\$4.85	\$4.85	\$4.85	\$4.85
PENSION	\$37.40 (Day)	\$40.40 (Day)	\$40.40 (Day)	\$40.40 (Day)	\$43.60 (Day)	\$43.60 (Day)	\$4.36
PL TRN	\$.25	\$.25	\$.25	\$.25	\$.25	\$.25	\$.25
LMCT	\$.20	\$.20	\$.20	\$.20	\$.20	\$.20	\$.20

P.P.R. Hour
J. CAH

PREMIUMS (National)

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

2015
6/1/15 - 5/30/16

H&W 5.00
Pension 5.19

NEW YORK ZONE 4 - COUNTIES

Erie Niagara Genesee (Alabama, Darien, Pembroke)

Updated 5/6/13

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

JAMES P. HOFFA
General President
25 Louisiana Avenue, NW
Washington, DC 20001



KEN HALL
General Secretary-Treasurer
202.624.6800
www.teamster.org

Sent By Fax

PIPELINE JOB NOTIFICATION

DATE: April 16, 2015

TO: George E. Harrigan, Secretary-Treasurer
Teamster Local Union No. 449

FAX: (716) 874-8322

Dear Sir and Brother:

This office is forwarding the attached *Job Notification* from **Utility Line Services** who will be performing pipe replacement work for **National Fuel Gas** in your jurisdiction. Accordingly, please arrange a pre-job conference with the individual specified. At this meeting, please complete the (Enclosed) Pre-Job Form and return to us.

We are also including a *Steward Report Form*, which is to be completed and signed, on a weekly basis, to this office. **IT WOULD BE APPRECIATED IF YOU COULD NOTIFY US WHEN THE PROJECT IS COMPLETE.**

Any questions or problems can be directed to this office at (202) 624-6885.

Fraternally,

Redacted by the US Department of the Treasury

MARION D. DAVIS, Treasurer
Building Material and Construction Trade Division

MDD/gjb

Enclosures

cc: Karl Lewis, Central States
Curtis Donley, Zenith American Solutions
Pat Tielborg, PLCA
John Hudson, Program Manager-LMCT
Richard Stern, Administrator-LMCT
Carl McGraw, IBT Pipeline Training Coordinator
Mike Clark, BMCTD Eastern Region Representative