

# Memorandum of Agreement

It is hereby stipulated and agreed to by and between Harold Levinson Associates, LLC and Local 810, IBT, on August 30, 2017. The following provisions have been agreed to:

Length of Agreement: 5 years

Wages: Each employee will select one of the following options one time during the term of the contract.

**Each employee will be given one opportunity to select between: (A), (B) or (C) listed below:**

A. Wage Increases:

Year 1 (upon ratification)	\$0.30 per hour
Year 2	\$0.30 per hour
Year 3	\$0.25 per hour
Year 4	\$0.25 per hour
Year 5	\$0.25 per hour

Employees who choose the annual wage increase will receive the greater of the hourly increase above or any federal or state wage increase that may exist in that year. Increase will be retroactive to August 27, 2017.

B. Annual Bonus:

	1 <sup>st</sup> year*	2 <sup>nd</sup> year	3 <sup>rd</sup> year	4 <sup>th</sup> year	5 <sup>th</sup> year
Drivers	\$1,100	\$1,000	\$1,000	\$1,000	\$1,000
Salaried	\$1,100	\$1,000	\$1,000	\$1,000	\$1,000
Other Hourly	\$850	\$750	\$750	\$750	\$750

**Bonuses are available to employees on the payroll and who are eligible to vote for the ratification of the contract.**

**\*1<sup>st</sup> year contract effective date August 27, 2017**

C. New rates:

	<b>Drivers</b>	<b>Current Contract</b>	<b>ALL Other Hourly</b>	<b>Current Contract</b>
Year 1	\$14.00	\$12.50	\$11.50	\$10.25
Year 2	\$14.50	\$12.75	\$11.75	\$10.50
Year 3	\$14.75	\$13.00	\$12.00	\$10.75
Year 4	\$15.00	\$13.50	\$12.25	\$11.00
Year 5	\$15.25		\$12.50	

Welfare:

	Employee Contribution monthly	Employer Contribution monthly
Year 1		
Employees currently not contributing	\$0	\$520
Current employees	\$85	\$435
Employees not on plan Or hired after ratification	\$150	\$370
Year 2		
Employees currently not contributing	\$0	\$520
Current employees	\$85	\$435
Employees not on plan Or hired after ratification	\$150	\$370
Year 3		
Employees currently not contributing	\$0	\$530
Current employees	\$85	\$445
Employees not on plan Or hired after ratification	\$150	\$380
Year 4		
Employees currently not contributing	\$0	\$540
Current employees	\$85	\$455
Employees not on plan Or hired after ratification	\$150	\$390
Year 5		
Employees currently not contributing	\$0	\$550
Current employees	\$85	\$465
Employees not on plan Or hired after ratification	\$150	\$400

Part-time employee ratio will be 30% during the year and 40% Memorial Day through Labor Day. Part-time employees working 1400 hours annually or less will not be eligible for benefits.

Holidays, personal days and sick days will count toward hours worked to calculate overtime. Employees hired after 8/27/17 or still in the probationary period or not eligible to vote will receive overtime based on hours worked in accordance with federal and state labor laws and will not include vacation, sick, personal or holiday hours.

All employees will receive 7 holidays per year. MLK day will be a working holiday paid at straight time.

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All employees involved in an accident while performing their job duties will be subject to post-accident drug/alcohol testing. Employees will be subject to the terms of the Company Drug and Alcohol Policy. Any employee whose accident is a result of an unsafe work practice will be subject to progressive discipline.

All overtime will be offered on a rotation basis according to seniority. The employee who requests the overtime must be able to perform all the essential functions of the overtime position. When an employee works overtime or refuses to work, they will move down on the list allowing the next person in seniority to be offered the overtime. If an employee is sick, they will not lose their position on the list.

If the company chooses to open on a holiday and offers overtime employees who work will be paid at 1.5x the hourly rate for hours worked.

Vacation selection will be based on seniority. The most senior staff in each department will select two weeks of their accrual. Additional accrual will be made on a first come first serve basis after the less senior staff has an opportunity to pick their first week or weeks of vacation.

When an employee is out of work the company will not contribute for benefits until the employee returns to work. If an employee cannot return within 6 months, their employment will be terminated.

Annual driver's license checks will be conducted for any employee who is required to drive as a part of their regular job duties. In addition, ongoing reviews will be conducted. If an employee does not have a valid driver's license they will be suspended pending renewal of their license. If the license cannot be reinstated within three months their employment will be terminated. If the employee is qualified and can perform the functions of another position, that is currently open and not filled by another employee and that does not require a valid license, the employee may be able to perform that position and assume the hours, pay rate and work schedule of that position.

Employees hired after the ratification of the contract will accrue vacation and other time off based on current year. Employees will earn vacation time on a prorated basis.

The company agrees to translate the contract into Spanish once it has been finalized and ratified.

The company agrees to incorporate "sales" into the contract where applicable.

The company will not pay employees for unused sick or personal time. Sick and personal time must be used in the year it is accrued.

The Employer agrees to contribute a monthly rate to the pension in accordance with the Rehabilitation Plan Update as of November 30, 2016. Specifically, there will be no increase in the monthly pension contribution rate (frozen as of April 1, 2017 at \$309.46), unless and until the Plan successfully is approved for and implements a Suspension and Partition pursuant to MPRA. If a Suspension and Partition is approved and implemented, the rate of monthly pension contribution rate will increase a maximum of 3% on the following April 1, 2018 and annually thereafter while the Plan remains solvent.

The above agreement is subject to the approval of and signature of both parties. Until signature and approval is received, this agreement is not final and may be rejected by either party.



Redacted by the U.S. Department of the Treasury

By:

Barry Feldman, EVP HLA, LLC

9/8/17

Date

Redacted by the U.S. Department of the Treasury

Michael Smith, President, Local 810 U.B.T

9/11/17

Redacted by the U.S. Department of the Treasury

Donna Santoro, RS/Business Agent Local 810

9/7/17

Date

The Union committee agrees to unanimously recommend to the bargaining unit, ratification of this memorandum of agreement.

Committee:

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DRAFT NO. 1

PARTICIPATION AGREEMENT

This agreement ("Participation Agreement") entered into as of the 1st day of January, 1997, between the Local 805 I. B. of T. ("Union") and the Board of Trustees ("Trustees") of the Local 805 Pension & Retirement Fund ("Fund") shall govern the participation of all of the non-bargaining unit employees ("Employees") of the Union in the Fund.

1. (a) Effective as of January 1, 1997, ("Effective Date"), the Union shall make contributions to the Fund for each of its Employees on a monthly basis in accordance with the Contribution Schedule set forth in Appendix A of this Participation Agreement for coverage in the Fund which rate shall be at least equal to the rate set forth in the collective bargaining agreements between the Union and other contributing employers. The Union further agrees that such contribution amount may be subject to change during the term of the Participation Agreement by the Trustees effective upon thirty (30) days' advance written notice to the Union. The Union retains the right to terminate its participation upon thirty (30) days' written notice.

2. The Employer hereby confirms its adoption and agreement to be bound, and to abide by all of the terms and conditions of the Local 805 Pension Plan ("Plan"), the Agreement and Declaration of Trust ("Trust Agreement") of the Local 805 Pension and Retirement Fund establishing the Pension Fund, other Local 805 Pension Plan/Local 805 Pension and Retirement Fund documents, and all rules and regulations thereof, as they presently

### MEMORANDUM OF AGREEMENT

Panasonic Corporation of North America and Local 805, IBT renew and extend all terms of their collective bargaining agreement which expired January 31, 2014, except as modified below:

1. Duration: February 1, 2014 – January 31, 2017.

2. Wages:

Effective upon ratification: \$1,000 – lump sum payment.

February 1, 2015: 2 ½ %

February 1, 2016: 3 %

3. Welfare:

Effective: February 1, 2014: \$922

February 1, 2015: \$968

February 1, 2016: \$1,016

4. Pension:

Effective: February 1, 2014: \$350

February 1, 2015: \$370

February 1, 2016: \$390

If the Pension Fund's Rehabilitation Plan requires an additional contribution, the Union can exercise its right to reopen the agreement as to the Pension Plan.

5. Receptionist Position:

Open for Company's final decision and discussions thereafter.

6. Section 4: Shop Steward:

There shall be two (2) stewards, one for clerical and one for mailroom/warehouse, with the alternate for each to be the other steward.

7. Section 5: Union Bulletin Board and Union Business:

The Union agrees to the Company's proposal #3a.

## Memorandum of Agreement

This agreement between T&R, the company, located at 203-07 Linden Blvd., St Albans, New York 11412 and Teamsters Local 805, the Union, located at 44-61 11<sup>th</sup> Street, Long Island City, New York 11101 have agreed to modify the current bargaining agreement dated September 15, 2008 thru September 15, 2011.

Dated May 3, 2011 the Union and the Company met to modify the following:

### 1. WAGES -

T&R agrees to reinstate the adjusted wages as follow:

On June 30, 2011 one half ( $\frac{1}{2}$ ) of the wages will be reinstated.

On September 30, 2011 the other one half ( $\frac{1}{2}$ ) of the will be be reinstated.  
(see attached list)

### 2. VACATION -

Effective on January 1, 2012 T&R will reinstate to al Union employees one week vacation for a total of three weeks.

### 3. HEALTH AND WELFARE -

T&R will continue payment into the Teamsters Local 805 Welfare Fund rate as the Tobacco Association.

### 4. PENSION -

T&R will continue payment into the Teamsters Local 805 Pension Fund as the Tobacco Association.

This agreement was voted on and accepted by the Members of Local 805 at T&R Tobacco.

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T&R Tobacco

Teamsters Local 805



**STIPULATION OF AGREEMENT**

It is hereby stipulated and agreed to by and between T&R Tobacco and LOCAL 810, I.B.T. that the agreement dated 04/01/15 expiring on 03/31/18, shall remain in full force and effect with the following additional amendments;

1. Length of Agreement: 3 years From: April 1, 2015 - March 31, 2018
2. General Increases: Effective 04/01/15: 25¢ per hour, per employee  
Effective 04/01/16: 23¢ per hour, per employee  
Effective 04/01/17: 25¢ per hour, per employee
3. Health and Welfare: Effective 04/01/15: \$430.00 per month, per employee  
Effective 04/01/16: \$475.00 per month, per employee  
Effective 04/01/17: \$500.00 per month, per employee
5. Pension: Effective 04/01/15: \$297.44  
Effective 04/01/16: \$303.39  
Effective 04/01/17: \$309.46

The above agreement is subject to the approval of, and signature of the President of Local 810, I.B.T., and until said signature and approval is received this agreement is not final and may be rejected by the Union.

**T&R TOBACCO**

Redacted by the U.S.  
Department of the Treasury

BY: \_\_\_\_\_

**LOCAL 810, I.B.T.**

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of the Treasury

BY: \_\_\_\_\_

Michael Smith, President

Dated: \_\_\_\_\_

Committee: \_\_\_\_\_  
\_\_\_\_\_  
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**TEAMSTERS LOCAL 805 PENSION and RETIREMENT FUND  
(hereinafter the "Fund")**

**PARTICIPATION AGREEMENT FOR A FORMER EMPLOYEE OF LOCAL 805 AND A CURRENT  
EMPLOYEE OF THE  
TEAMSTERS LOCAL 810 UNITED WIRE, METAL AND MACHINE HEALTH & WELFARE FUND  
(hereinafter the "Employer")**

**THIS AGREEMENT** is made and entered into by and between the Fund and the Employer (together as "Parties"), by their duly authorized representatives.

**WHEREAS**, the Fund is a defined benefit plan governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and provides pension benefits to eligible participants; and

**WHEREAS**, the Employee, Linda Alvarez, hereinafter the "Employee" was a former employee of the Fund and participated in the Fund;

**WHEREAS**, The Employer wishes participate in the Pension Fund as an Employer and desires to make contributions on behalf of the Employee so that she can continue to accrue a pension benefit from the Fund; and

**WHEREAS**, the Fund's Agreement and Declaration of Trust allows for the participation of the Employer's Employee pursuant to the terms of a written agreement;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants herein contained, the Fund and the Employer hereby recognize and authorize the participation of the Employer's Employee in the Fund on the following basis, effective March 1, 2015:

1. The Employer agrees to make contributions to the Pension Fund on behalf of the Employee effective March 1, 2015, at the rate in the attached Appendix, as may be amended from time to time in the sole discretion of the Board of Trustees of the Fund ("Trustees"). The Employer acknowledges that the Trustees may modify the contribution rate at any time upon prior notice to the Employer. The Employer agrees that contributions and a remittance report are due to the Fund on or before the 10th day of each month for the current month ("Due Date").
2. The Employer agrees that this Agreement shall apply only to the Employee.
3. The Employer agrees to be bound by, and hereby assents to, all the terms and conditions of the Fund's Agreement and Declaration of Trust ("Trust"), Plan, all policies adopted thereunder, as such documents may be amended from time to

4. This Agreement shall be treated as if it is a collective bargaining agreement for the purposes of Section 515 of the Employee Retirement Income Security Act of 1974 ("ERISA") and the provisions of Section 502(g)(2) of ERISA shall apply to the collection of contributions from the Employer under this Agreement. The Trustees shall have the right to take whatever steps are necessary to collect contributions owed by the Employer in accordance with the Fund's Trust and all policies and procedures adopted thereunder.
5. The Employer agrees and authorizes the Fund to cause audits to be made of the payroll, wage, and other records in regard to the Employee.
6. The Employer agrees that the participation of the eligible Employee in the Fund is conditioned on the Employer's compliance with the requirements of the Fund's Trust, Plan, the Internal Revenue Code of 1986 as amended ("Code"), and other applicable laws, policies, and rules and regulations adopted by the Trustees.
7. This Agreement may be amended only by a written agreement signed by the parties, except that the Trustees may unilaterally modify the required contribution rates at any time. The Employer acknowledges that the Fund's Trustees further reserve the right to amend, modify or terminate the Plan, the Trust, and the Fund's rules and regulations at any time with proper notice to the Employer.
8. The Employer acknowledges that the Trustees may terminate this Participation Agreement at any time. The Employer may terminate this Participation Agreement with 30 days advance written notice to the Fund, The Fund's right to conduct a payroll audit and to collect delinquent contributions as provided in this Agreement shall survive termination of this Agreement.
9. This Agreement and the Appendix are the complete Agreement between the parties and supersede any prior written or oral Agreement. This Agreement is governed by the laws of the State of New York to the extent not pre-empted by Federal law.

**IN WITNESS WHEREOF**, the Employer and the Fund have caused this instrument to be executed by their duly authorized representatives, whose signatures appear below.

### Appendix

Effective March 1, 2015, the Employer agrees to make monthly contributions to the Fund on behalf of the eligible Employee, subject to the terms and conditions of this Participation Agreement, as follows:

\$350.00/month

**NATIONAL MASTER  
FREIGHT AGREEMENT**



**For The Period April 1, 2008  
thru March 31, 2013**





celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

#### Section 5. Payout of Unused Personal Days

Personal holidays not used by March 31st of each contract year shall be paid by April 15th at the hourly rate in existence on March 31st.

Seniority employees who have worked less than ninety (90) days in the contract year shall receive unused paid days as follows:

30 days worked	1 day
60 days worked	2 days
90 days or more worked	3 days

### ARTICLE 58 - HEALTH, WELFARE & PENSION

#### Section 1.

(a) The Health, Welfare and Pension contributions shall be increased as follows:

Effective 8/1/2008	\$40.00 per week (\$1.00 per hour)
Effective 8/1/2009	\$40.00 per week (\$1.00 per hour)
Effective 8/1/2010	\$40.00 per week (\$1.00 per hour)
Effective 8/1/2011	\$40.00 per week (\$1.00 per hour)
Effective 8/1/2012	\$40.00 per week (\$1.00 per hour)

(b) The Employer hereby agrees to contribute to the appropriate health, welfare and pension funds for those Local Unions in the Jurisdiction of Teamsters Joint Council No. 16 and Teamsters Joint Council No. 73, the following amount per hour in accordance with the provisions outlined in Schedule "B" attached to this Agreement and by reference made a part thereof:

Effective 8/1/2008	\$13.705
Effective 8/1/2009	\$14.705
Effective 8/1/2010	\$15.705
Effective 8/1/2011	\$16.707
Effective 8/1/2012	\$17.705

In the jurisdiction of Local Unions 478 and 701, the Employer hereby agrees to increase the contributions to the appropriate Local Union health, welfare and pension funds in the following amount per hour in accordance with the provisions outlined in Schedule "B" and by reference made a part thereof:

Effective 8/1/2008	\$1.00 per hour
Effective 8/1/2009	\$1.00 per hour
Effective 8/1/2010	\$1.00 per hour
Effective 8/1/2011	\$1.00 per hour
Effective 8/1/2012	\$1.00 per hour

Effective August 1, 2008, the Supplemental Negotiating Committees shall allocate \$40.00 per week or its equivalent between the Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2009, the Supplemental Negotiating Committees shall allocate \$40.00 per week or its equivalent between Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2010, the Supplemental Negotiating Committees shall allocate \$40.00 per week or its equivalent between Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2011, the Supplemental Negotiating Committees shall allocate \$40.00 per week or its equivalent between Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. Effective August 1, 2012, the Supplemental Negotiating Committees shall allocate \$40.00 per week or its equivalent between Pension and Health & Welfare Funds included within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one Pension Fund and multiple Health & Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund, subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be uniformly applied to each of the Health & Welfare Funds.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or class-