

AGREEMENT  
BETWEEN  
LOCAL 805, INTERNATIONAL BROTHERHOOD OF TEAMSTERS

- and -

HAROLD LEVINSON ASSOCIATES

AUGUST 27, 2013 - August 26, 2017

\* \* \* \*

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shall be eligible for benefits from the Welfare Fund, providing their respective employers shall make contributions on behalf of the aforesaid persons.

(m) In the event a dispute arises in connection with the failure of the Employer to make the required payments to the funds provided for in this Agreement, and in the event the Union submits the matter to arbitration, and if the Arbitrator sustains the Union's position, his decision shall contain a directive that the Employer pay all collection expenses, including court costs, if any, and interest at the then current rate, also the full cost of the arbitration and also reasonable attorney fees for any attorney representing the Union in connection with the arbitration and court proceedings.

(n) The Union and/or the Welfare Fund shall have the right to examine all records of the Employer pertaining to the Employer's payment to the Welfare Fund.

(o) The Employer shall assume complete responsibilities for payment of all disability benefits to employees, in the maximum amounts payable under the laws of New York or New Jersey, or such other state as may have jurisdiction.

(p) The above listed amounts are the maximum contributions that the Employer will make to the Welfare Fund.

### 38. PENSION FUND

(a) Effective April 1, 2014, the Employer shall pay monthly to Local 805 Pension and Retirement Fund, hereinafter referred to as the "Pension Fund" for each employee covered by this Agreement the monthly amount required by Alternative Schedule II of the Local 805 Pension Fund Rehabilitation Plan (Effective for the Plan Year Commencing April 1, 2014, the "Rehabilitation Plan"). For clarification, Alternative Schedule II of the Rehabilitation Plan provides for the following contributions: \$291.61 per participant for the Plan Year beginning April 1, 2014, \$297.44 per participant per month for the Plan Year beginning April 1, 2015, \$303.39 per participant per month for the Plan Year beginning April 1, 2016, and \$309.46 per participant per month for the Plan Year beginning April 1, 2017; and increases of 3% per year, on a compounded basis, in employer contributions for Plan Years beginning on or after April 1, 2018.

(b) The Employer shall not contribute to the Local 805 Pension Fund on behalf of any employee until the employee has been employed for one (1) year. Commencing the first of the month following the new employee's first anniversary date of employment, the Employer shall contribute to the Local 805 Pension Fund retroactive to the date of hire.

(c) The Employer shall make prompt payment in full to the Pension Fund. Failure to make such monthly payments by the above mentioned dates shall constitute a material breach of this Agreement. In the case of Employer's failure to make payments on the date set forth above, the following liquidated damages shall be added to the amount due: five percent (5%) for any portion of the first thirty (30) days and five percent (5%) additional for each succeeding thirty (30) day period or portion thereof, up to twenty-five percent (25%). Said amounts have been

agreed upon in view of the Fund's loss of income resulting from the late payment, the Pension Fund's expenses in effectuating collection, and the difficulty of estimating actual damages.

(d) In addition, interest at the rate of one and one-half percent (1 1/2%) per month of the maximum permitted by law, whichever is less, shall be paid to the Pension Fund for each month of delinquency after the first five (5) months.

(e) The Employer further agrees to submit with each payment a list of all employees covered by this Agreement and such other information as may be required by the Local 805 Pension Fund office to guarantee the sound and efficient operation of the Fund. The express assumption of this renewal Agreement shall be part of any contract, understanding memorandum or agreement made between the Employer and any such transferee or successor.

(f) The Pension Fund shall be held and managed under the terms and provisions of an Agreement and Declaration of Trust as amended, the original of which is on file on the offices of said Pension Fund and all amendments made thereto from time to time.

(g) The Employer shall make available to the Pension Fund Trustees, either by mail or directly to its authorized representatives all wage and other data that said Trustees may require in connection with the sound and efficient operation of Pension Fund.

(h) The Union or the Pension Fund in the name of its Chairman, may institute or intervene in any proceedings at law, in equity, in arbitration, bankruptcy or assignment for the purpose of effectuating the collection of any sums due from the Employer.

(i) It is also understood and agreed that Officers and Employees of the Union, members of the Advisory Board of the Union, and Employees of the Pension and Welfare Fund shall be eligible for benefits from the Pension Fund, provided their respective Employers shall make contributions on behalf of the aforesaid persons.

(j) In the event a dispute arises in connection with the failure of the Employer to make the required payments to the funds provided for in this Agreement, and in the event the Union submits the matter to arbitration, and if the Arbitrator sustains the Union's position, his decision shall contain a directive that the Employer pay all collection expenses, including court costs, if any, and interest at the then current rate, also the full cost of the arbitration and also reasonable attorney fees for any attorney representing the Union in connection with the arbitration and court proceedings.

(k) The Union and/or the Pension Fund shall have the right to examine all records of the Employer pertaining to the Employer's payment to the Pension Fund.

(l) The Pension Fund Trustees will provide such benefits as they determine appropriate with respect to the contributions received and reserves of the Pension Fund, but notwithstanding anything stated in any other document, such changes shall not in any way increase the Employer's contribution obligation to the Pension Fund as set forth in subsection (a) above.

(m) One time during this Agreement, but no earlier than January 1, 2005, the Union may, upon a two-thirds (2/3) vote of any tier of employees (Tier 1, 2 or 3), elect to divert from employee wages in that tier, no more than seventy-five cents (\$.75) per hour for each straight time hour worked to contribute to the Pension Fund ("Supplemental Contribution"). The Union shall provide written notice to the Employer of any Supplemental Contribution for any tier (or tiers) that authorize by a two-thirds (2/3) vote such Supplemental Contribution. Compliance with this provision shall constitute lawful authorization for payroll deduction of the Supplemental Contribution.

(n) The Employer or the Union may reopen this Agreement for the purposes of negotiating over the terms of this Article 38, including for purposes of negotiating Employer's immediate withdrawal from, and discontinuance of any further contributions to, the Pension Fund, or contribution rate increases required by the Pension Fund's Trustees. The Employer and the Union retain the right to take economic action should they fail to reach an agreement at that time.

#### 39. 401(k) PLAN

The Employer will set up payroll deductions to allow employees to participate in the National Teamster 401(k) Plan on a voluntary basis (i.e., with voluntary elective employee contributions only).

#### 40. HEALTH REIMBURSEMENT ACCOUNT

The Employer will participate in a Health Reimbursement Account (HRA) program and allow employees to voluntarily direct funds from bonus payments into an HRA account. These accounts will be managed by an outside company and funds will be available to employees to pay for medical expenditures as allowed under the rules of the Internal Revenue Code governing HRAs (e.g., co-payments, deductibles, dental bills, and glasses).

#### 41. BREACHES AND DEFAULTS

The failure of the Union or the Employer to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Union or the Employer may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants therein contained.

#### 42. EMERGENCY REOPENING

In the event of war, a declaration of emergency or imposition of economic controls during the life of this Agreement, the Union may reopen the same upon thirty days written notice and request renegotiations of matters dealing with wages and hours. Upon failure of the parties to agree in such negotiations, the Union shall be permitted all lawful economic recourse to support its request for revisions. If governmental approval of revisions shall become necessary, all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice of requirements of applicable law so as to permit economic action at the expiration thereof.

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 mallroom/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.

Redacted by the U.S.  
Department of the Treasury

T&R Tobacco

Redacted by the U.S. Department of the Treasury

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 25¢ 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.

BY: Department of the  
Treasury**LOCAL 810, I.B.T.**Redacted by the U.S.  
Department of the Treasury

BY: Michael Smith, President

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

Committee:

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Redacted by the U.S. Department  
of the Treasury

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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 thereto:

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 thereto:

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 classifi-