Tab 12-DOCUMENTS, POWER OF ATTORNEY AND INFORMATION ON THE PLAN, PLAN SPONSOR AND ENROLLED ACTUARY

<u>The Pl</u>an

Plan Name: Local 807 Labor-Management Pension Fund Employer Identification No. (EIN): 51-6099111 Plan No.: 002

Plan Sponsor and Plan Administrator

The Plan Sponsor and Plan Administrator are: The Trustees of Local 807 Labor-Management Pension Fund Address: 32-43 49th Street, Jong Island City, NY 11103 Telephone No.: (718) 274-5353 Email Address: teresac@local807hcalthfund.org Fax No.: Fax (718) 956-6369

Retirce Representative

There is no retirce representative.

Emolled Actuary

Name: Segal Consulting Encoliment Number: 17-06166 Address: 333 West 34th Street, New York, NY 10001 Telephone No.: 212-251-5121 Email Address: jleary@segalco.com Fax No.: 646-365-3243

Power of Attomcy

The Power of attorney, appointing Larry Cary, Charles Pergue, and Sue Brone is attached.

Plan Documents

Per section 7.06 of the Rev. Proc., a copy of the most recent plan document, the most recent summary plan description, and the most recent IRS determination letter issued to the Plan by the IRS are attached.

Collective Bargaining and Participation Agreements

Per section 7.07 of the Rev. Proc., excerpts from collective bargaining agreements and side agreements that pertain to the Plan or to the proposed suspension are attached.

Form 5500

Per section 7.08 of the Rev. Proc., excerpts from the most recently filed Form 5500 (filed for year ending 8/31/17), consisting of pages 1 and 2 of the Form 5500, without attachments or schedules, the Schedule MB, including attachments, the Schedule R, including attachments, and the accountant's report are attached.

Rchabilitation Plan

Per section 7.09 of the Rev. Proc., A copy of the rehabilitation plan, as originally adopted and as amended and restated three times, is attached.

Actuarial Valuation Reports

The two most recent actuarial valuation reports for the Plan are attached.

The Checklist

A completed checklist of information, from Appendix C of the Rev. Proc., is attached.

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POWER OF ATTORNEY AND DECLARATION OF REPRESENTATIVE BEFORE THE DEPARTMENT OF THE TREASURY

The Applicant is:

Name of Plan SponSor: Board of Trustees of Local 807 Labor-Management Pension Fund Name of Plan: Local 807 Labor-Management Pension Fund Address: 32-43 49th Street, Long Island City, NY 11103 Plan No.: 002 Employer Identification No. (EIN): 51-6099111 Contact: Susan Bruno, Plan atterney

The Applicant hereby appoints the following representative(s) as attorney(s)-in-fact to represent the taxpayer before the Department of the Treasury and perform acts related to the attached application dated June 29, 2018 for suspension of benefits under § 432(e)(9) of the Internal Revenue Code of 1986, as amended:

Name: Larry Cary Address: Cary Kane LLP, 1350 Broadwey, Suite 1400, New York, NY 10018 Phone No.: 212-868-6300 Email Address: <u>leary@cerykane.com</u> Fax No.: 212-868-6302

Name: Charles Pergue Address: Cary Kane J.LP, 1350 Broadway, Suite 1400, New York, NY 10018 Phone Not: 212-868-6300 Email Address: <u>epergue@carykane.com</u> Fax Not: 212-868-6302

Name: Susan Bruno Address: Cary Kane I.LP, 1350 Broadway, Suite 1400, New York, NY 10018 Phone No.: 212-868-6300 Email Address: <u>sbruno@carykane.com</u> Fag No.: 212-868-6302

Send copies of notices and communications to representatives -Yes.

With the exception of the acts described below, I authorize my representative(s) to receive and inspect information, including coafidential tax information, and to perform acts that I can perform with respect to the attached application dated June 29, 2018 for suspension of benefits.

under § 432(c)(9). For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents.

Specific acts not authorized: None

Signature of Applicant and Date

This power of attorney is signed by two authorized trustees, each of whom is a current member of the Penetion Fund's Board of Trustees.

Employer Trustoe Date:/ 6/25/16	
Date:/ 6/25/16	
Date: 6/25/18	
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Declaration of Representative(s)

Larry Cary

Under penalties of perjury, by my signature below I, Larry Cary, declare that:

1 am not currently suspended or disbarred from practice before the Internal Revenue Service;
 27

• I am authorized to represent the Applicant for the matter(s) specified in this Power of Attorney and Declaration of Representative; and

i am one of the following:

 \underline{X} a Attorney- a member in good standing of the bar of the highest court of the jurisdiction shown below.

__b Certified Public Accountant—duby qualified to practice as a certified public accountant in the jurisdiction shown below.

_ c Emolled Agent

_____d Officer—a bona fide officer of the Applicant.

___ e Full-Time Employee---a full-time employee of the Applicant.

_____f Enroiled Actuary—enrolled as an actuary by the Joint Beard for the Eurollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

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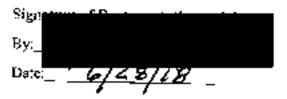
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g Enrolled Returement Plan Agent

Required information for Representative:

: •

Licensing jurisdiction and bar: New York State Attorney No. : _____



Charles Pergue

Under penalties of perjury, by my signature below 1, Charles Pergue, declare that:

I am not currently suspended or disbarred from practice before the Internal Revenue Service;
 27

• I am authorized to represent the Applicant for the matter(s) specified in this Power of Attorney and Declaration of Representative; and

I am one of the following:

 \underline{X}_{-} a Attorney—a member in good standing of the bar of the bighest court of the jurisdiction shown below.

____ b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.

- _ c Enrolled Agent
- _ d Officer-a bona fide officer of the Applicant.

___ e Full-Time Employee—a full-time employee of the Applicant.

____f Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

g Enrolled Retirement Plan Agent

Required information for Representative:

Licensing jurisdiction and bar: New York State Attorney No. : 2495422

Signatu	ra of Doness		date;
в			
Date:_	6-60-	10	

<u>Susan Bruno</u>

Under penalties of perjury, by my signature below I, Susan Bruno, declare that:

I am not currently suspended or disbarred from practice hefore the Internal Revenue Service;
 27

 I am authorized to represent the Applicant for the matter(s) specified in this Power of Attorney and Declaration of Representative: and

I am one of the following:

 $\underline{\mathbf{X}}$ a Attorney – a member in good standing of the bar of the highest court of the jurisdiction shown below.

b Certified Public Accountant- duly qualified to practice as a certified public accountant in the jurisdiction shown below.

c Entolled Agent

____ d Officer—a bona fide officer of the Applicant.

____e Full-Time Employee --a full-time employee of the Applicant.

____ (Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

_ g Enrolled Retirement Plan Agent

Required information for Representative:

Licensing jurisdiction and bar: New York State Attorney No. : 2104354

Signature of Representative and date:

Date: 6/28/18

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LOCAL 807

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LABOR-MANAGEMENT PENSION FUND

Restated Rules and Regulations

As Amended and Restated As Of

June <u>2</u>, 2013

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LOCAL 807 LABOR-MANAGEMENT PENSION FUND PLAN TEXT -RULES AND REGULATIONS

Section 305 of the Employee Retirement Income Security Act ("ERISA") and Section 432 of the Internal Revenue Code ("Code"), as added by the Pension Protection Act of 2006 ("PPA"), require the Trustees of a multiemployer gension fund that has been certified by its actuary as being in Critical Status (also known as the "Red Zone") to develop a Rehabilitation Plan. On November 29, 2010, the Fund was certified by its actuaries to be in Critical Status for the Plan Year beginning September 1, 2010. As required by law, the Board of Trustees forwarded a Notice of Critical Status ("Notice") to the Teamsters Local Union No. 807 (the "Union") and the employers contributing to the Fund ("Employers") (referred to collectively as the "bargaining parties"), participants, beneficiaries, the Pension Benefit Guaranty Corporation and the Department of Labor. The Trustees thereafter adopted a Rehabilitation Plan which, among other things, specifies certain changes to this Plan for the purpose of forestalling insolvency in an effort to enable the Plan to emerge from Critical Status in the ordinary course of its operations.

This Plan document sets forth the terms of the Plan as modified to comply with the PPA and to conform to the Rehabilitation Plan adopted by the Trustees. The Trustees will review the terms of the Rehabilitation Plan annually and will update the Rehabilitation Plan as required by law and those changes may require further amendments to this Plan. However, due to the nature and extent of the changes required by the Rehabilitation Plan, the Trustees believe that the Plan as amended by the Rehabilitation Plan should be restated in its entirety.

The Plan as herein set forth incorporates changes contained in the Rehabilitation Plan and, as so anumded, is restated in its entirety. The Plan as amended and restated in this document is effective for all persons whose Annuity Starting Date occurs on or after September 1, 2011 except as may be otherwise specifically stated. The Plan as previously set forth in that certain document titled "Local 807 Labor-Management Pension Fund Restated Rules and Regulations As Amended and Restated July 1, 2001, As Further Amended and Restated June 1, 2003, As Further Amended and Restated November 3, 2008, As Further Amended and Restated February 1, 2010" (the "Prior Plan") shall remain in effect for those persons whose Annuity Starting Date occurred prior to September 1, 2011. Any person whose Annuity Starting Date occurred prior to September 1, 2011 and who returns to active service on or after September 1, 2011 shall continue to be entitled to those benefits accrued prior to September 1, 2011, but any additional benefits that any such person may accrue will be payable only in accordance with the terms of this Plan Document and the Rehabilitation Plan, as the same may be modified from time to time hereafter.

Contribution rate increases of 45 cents per hour per year (or such other amount set by the Trustees under the Rehabilitation Plan) will be required for any collective bargaining agreement that becomes effective after September 1, 2011. All increases in hourly rates will be supplemental after September 1, 2011, and therefore will not cause any increase in future service accruals, except as provided herein.

The impact of these increases in contribution rates will be evaluated annually and will be adjusted based on the financial conditions of the signatory employers and experience of the Fund. Collective bargaining agreements between the union and contributing employers that are agreed to after September 1, 2011 will not be accepted by the Trustees unless they include terms consistent with this Schedule.

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ARTICLE I - DEFINITIONS

- 1.1 "Actuaria! Present Value" unless otherwise specified in the Plan means:
 - (a) For determinations as of any Annuity Starting Date that is on or after September 1, 2011, a benefit that has the same actuarial value as another benefit based on the "Applicable Interest Rate" and "Applicable Mortality Table" as defined below:
 - (1) Any provision prescribing the use of the annual rate of interest on 30year U.S. Treasury securities shall be implemented by instead using the rate of interest determined by the "Applicable Interest Rate" described in Code § 417(c), specifically, the applicable interest rate shall be the adjusted first, second and third segment rates applied under the rules similar to the rules of Code § 430(h)(2)(C) as published in August immediately preceding the Plan Year that contains the Annuity Starting Date, subject to the phase-in under Code § 417(e)(3)(D)(iii).
 - (2) For purposes of the Plan's provisions relating to the calculation of the present value of a benefit payment that is subject to Code § 417(e), the "Applicable Mortality Table" means a mortality table, modified as appropriate by the Secretary, based on the mortality table specified for the Plan Year under subparagraph (A) of Code § 430(h)(3), without regard to Subparagraphs (C) or (D) of such section.
- F.2 "Annuity Starting Date" means:
 - (a) The date as of which benefits are calculated and paid under the Plan and shall be the first day of the first month after or coincident with the later of:
 - (1) The month following the month in which the claimant has fulfilled all of the conditions for entitlement to benefits, including the filing of an application for benefits, and
 - (2) 30 days after the Plan advises the Participant of the available benefit payment options.
 - (b) Notwithstanding subsection (a) above, the Amurity Starting Date may occur and benefits may begin before the end of the 30-day period provided:
 - (1) The Participant and spouse, if any, consent in writing to the commencement of payments before the end of the 30-day period and distribution of the pension begins more than seven days after the written explanation was provided to the Participant and spouse.

- (2) The Part/cipant's benefit was previously being paid because of an election after the Normal Refirement Age, or
- (3) The benefit is paid out automatically as a lump sum under the provisions of the Plan.
- 1.3 "Beneficiary" means a person (other than a Pensioner) who is receiving benefits under this Plan because of his or her designation for such benefits by a Participant.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended from time to time.
- 2.5 "Continuous Employment" means a continuous period of employment during which there is no quit, discharge, or other termination of employment.
- 1.6 "Contributing Employer" or "Employer" means an employer that is signatory to a Written Agreement with the Union or the Trustees which requires contributions into this Fund, provided:

The term "Employer" shall include this Pension Fund, the Local 807 Labor-Management Health Fund, the Local 807 Profit Sharing Plan and the Union (in its capacity as the Employer of its officers and Employees, but not otherwise).

The term "Employer" shall be deemed to include an Employer who was obligated by his Written Agreement with Building Material Teamsters Local Union No. 282, International Brotherhood of Teamsters, Chauffeurs, Watehousemen and Helpers (herein called "Local 282") to contribute to the Local 282 Pension Trust Fund, and whose Employees were transferred to Local 807 pursuant to the decision of the General Executive Board of the International Brotherhood of Teamsters on or about February 15, 1953, and entered into a Written Agreement with Local 807 obligating it to contribute to the Pension Fund.

For purposes of identifying highly compensated employees and applying the rules on participation, vesting and statutory limits on benefits under the Fund but not for determining Covered Employment, the term "Employer" includes all corporations, trades or businesses under common control with the Employer within the meaning of Code §414(b) and (c), all members of an affiliated service group with the Employer within the meaning of Code §414(m) and all other businesses aggregated with the Employer under Code §414(o).

- 1.7 "Contribution Period" means, with respect to a unit or classification of employment, the period during which the Employer is a Contributing Employer.
- 1.8 "Covered Employment" means employment of an Employee by an Employer, including employment with the Employer prior to the first Contribution Period to the extent credited pursuant to the provisions of the Plan. "Covered Employment" shall not, however, include employment by an Employer after termination of that Employer's status as a Contributing Employer for failure to pay contributions or for

any other reason including, but not limited to, action taken by the Trustees to terminate participation which shall be in their sole discretion.

- 1.9 "Defined Rate" means \$4.31% or more per hour as of April 1, 2001 and thereafter. All Participants who are working under non-Defined Rate agreements shall accrue benefits at a rate set forth in Schedule I affixed to this Plan. The Trustees may modify the Defined Rate, and the benefit accrual rate for the Defined Rate or for any non-Defined Rate agreement, from time to time.
- 1.10 "Employee" means a person who is an employee of an Employer and for whom contributions are required to be paid under any Written Agreement requiring Employer contributions on his behalf. Employees of this Pension Fund, the Local 807 Labor-Management Health Fund, the Local 807 Profit Sharing Plan, and the Union are also Employees. The term "Employee" shall not include any self-employed person, or sele proprietor of a business organization or an officer, member, supervisor, director or stockholder of a business entity that is a signatory to a Written Agreement with the Union.

For purposes of participation, nondiscrimination, vesting and benefit limits, all leased employees as defined in Code § 414(n) or 414(o) who have performed services for a Contributing Employer on a substantially full-time basis under the primary direction and control of the Contributing Employer for a period of at least one year shall be treated as employed by a Contributing Employer except to the extent such leased employees are excluded under the safe harbor exemption of Code § 414(n)(5).

- 1.11 "Highly Compensated Employee".
 - (a) The term "highly compensated employee" includes highly compensated active employees and highly compensated former employees of an Employer. Whether an individual is a highly compensated employee is determined separately with respect to each Employer, based solely on that individual's compensation from or status with respect to that Employer.
 - Effective February 1, 1997, a Highly Compensated Employee is any employee who:
 - was a 5-percent owner of the Employer at any time during the year of the preceding year, or
 - (2) for the preceding year had total annual compensation from the Employer in excess of \$80,000 (as adjusted annually for increases in the cost-of-living in accordance with regulations prescribed by the Secretary of the Treasury).

For purposes of determining if an Employee's total annual compensation from an Employer exceeds \$80,000 (adjusted for the cust of living) in the preceding year, the preceding year shall be the calendar year beginning within the Plan Credit Year immediately preceding the Plan Credit Year for which the test is being applied.

- (c) The term "compensation" for this purpose shall include wages within the meaning of Code § 3401(a) (for purposes of income tax withholding at the source), and differential wage payments as defined by the Code § 3401(h), plus amounts that would be included in wages but for an election under Code §§ 125(a), 132(f), 402(e)(3), 402(h)(1)(B), 402(k), et 457(b); provided however, that any rules that limit the retrunseration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code § 3401(a)(2)) are disregarded for purposes of this definition.
- 1.12 "Hour of Service"
 - (a) An hour of service is each hour for which an Employee is paid, or entitled to payment for the performance of duties for the Employer during the applicable conjugation period.
 - (b) An hour of service is each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, leave of absence, or back pay awarded or agreed to by the Employer. The same hours of service shall not be credited both under paragraph (a) and this paragraph. Hours of service shall be computed and credited in accordance with paragraphs (b) and (c) of Section 2530.200h-2 of the U.S. Department of Labor Regulations.
 - (c) Solely for the purpose of establishing a Participant's Pension Credits in accordance with Article IV, Section 4.1, the term "Hours of Service" shall be limited to those hours for which an Employer is required to make contributions.
 - (d) Hours of Service accumulated under a Related Plan and not excluded under the Related Plan's Break in Service rules or other rules shall be considered to be Hours of Service under this Plan, but only for the purposes of establishing a Participant's eligibility to participate in this Plan, his vesting service under this Plan and his eligibility for retirement under this Plan. Such Hours of Service shall not be considered for benefit accual purposes under this Plan.
- 1.13 "Normal Retirement Age" means age 65, or, if later, the age of the Participant on the fifth anniversary of his participation.

Participation before a Permanent Break in Service and participation before a Temporary Break in Service in the case of a former Participant who has not returned

to Covered Employment and reestablished participation in accordance with Section 2.4 are disregarded in applying this section.

- 2.14 "Participant" means a Pensioner or Employee who meets the requirements for participation in the Plan, as set forth in Article II, or a former Employee who has a right to a pension under the Plan.
- 1.15 "Pension Fund" means the Local 807 Labor-Management Pension Fund, established under the Agreement and Declaration of Trust, dated December 1, 1950, as amended and restated.
- 1.16 "Pension Plan" or "Plan" means this document.

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- 1.17 "Pensioner" means a person to whom a pension under this Plan is being paid or to whom a pension would have been paid but for time for administrative processing by the Plan.
- 1.18 "Plan Year" means the twelve-month period beginning September 1 and ending August 31.
- 1.39 "Plan Credit Year" means the twelve-month period from February 1st to the next January 31st. For purposes of ERISA regulations, the Plan Credit Year shall serve as the vesting computation period, the benefit accrual computation period, and, after the initial period of employment or of reemployment following a break in service, the computation period for eligibility to participate in the Plan.
- 1.20 "Qualified Domestic Relations Order" or "QDRO" shall have the meaning set forth in ERISA § 206(d)(3) and Code § 414(p).
- 1.21 "Rehabilitation Period" means the 24 year period beginning on September 1, 2013 and ending on August 31, 2037.
- 1.22 "Rehabilitation Plan" means the plan adopted by the action of the Trustees in accordance with ERISA § 305, and as the same may be amended from time to time.
- 1.23 "Related Plan" means, unless the Trustees otherwise determine in their sole discretion, another pension fund which recognizes service accumulated with this Plan as credited service for benefit purposes, including but not limited to another pension fund which is recognized as a reciprocal plan under the National Teamsters Reciprocal Agreement or by another agreement approved by the Trustees.
- 1.24 "Spouse" means a person to whom a Participant is considered matried under applicable law or, to the extent provided in a Qualified Domestic Relations Order, is designated as a Participant's surviving spouse".

- 1.25 "Trust Agreement" means the Agreement and Declaration of Trust establishing the Local 807 Labor-Management Pension Fund effective December 1, 1950, as smended.
- 1.26 "Trustees" means the Board of Trustees as established and constituted from time to time in accordance with the Trust Agreement.
- 1.27 "Union" means Truck Drivers Local Union No. 807, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.
- 1.28 "Written Agreement" or "Agreement" means an agreement between the Union and an Employer or the Trustees and an Employer which requires contributions into the Fund.
- 1.29 "Year of Participation" for purposes of compliance with the U.S. Department of Labor's Regulation 2530, means a Plan Credit Year during which a Participant has completed 1,000 Hours of Service in Covered Employment during a Contribution Period.

ARTICLE II - PARTICIPATION

2.1 PURPOSE

This article contains definitions to meet certain requirements of the Employee Retirement Income Security Act of 1974 (otherwise referred to herein as ERISA). It should be noted that once an Employee has become a Participant, the provisions of this Plan give him credit, in accordance with the rules of the Plan, for some or all ofhis service before he became a Participant.

2.2 PARTICIPATION

An Employee who is engaged in Covered Employment during the Contribution Period shall become a Participant in the Plan on the earliest February 1 or August 1 following completion of a 12 consecutive month period during which he completed at least 1,000 Hours of Service in Covered Employment. The required hours may also be completed with any "Hours of Service" in other employment with an Employer if that other employment is Continuous Employment with the Employee's Covered Employment with that Employer.

Notwithstanding the foregoing, if an Employee fails to accrue),000 Hours of Service during the first 12-month period following the date he first accrues an Hour of Service under the Plan, such employee shall be a Participant not later than the earlier of March 1 or September 1 next following the close of any Plan Credit Year during which he accumulates at least 1,000 Hours of Service, including for this purpose, the first Plan Credit Year commencing after the date he first accrues an Hour of Service under the Plan.

Members of Local 282 who were transferred to Local 807 pursuant to the decision of the General Executive Board of the International Brotherhood of Teamsters on or about February 15, 1953, shall be accorded the same benefits, rights and privileges under this Plan, and shall be subject to the same rules and regulations, irrespective of prior employment by Employers under contract with Local 282 as members of Local 807 at the time of transfer.

2.3 TERMINATION OF PARTICIPATION

A person who incurs a One-Year Break in Service (defined in Section 4.3) shall cease to be a Participant as of the last day of the Plan Credit Year which constituted the One-Year Break, unless such Participant is a Pensioner, or has acquired the right to a pension (other than for disability), whether immediate or deferred.

2.4 REINSTATEMENT OF PARTICIPATION

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An Employee who has lost his status as a Participant in accordance with Section 2.3 shall again become a Participant by meeting with the requirements of Section 2.2 on the basis of Hours of Service after the Plan Credit Year, during which his Participation terminated, retroactive to the date of the first Hour of Service following re-employment.

ARTICLE III - PENSION ELIGIBILITY AND AMOUNTS

3.1 REGULAR PENSION - ELIGIBILITY

A Participant may retire on a Regular Pension upon attaining the fifth anniversary of his qualifying as a participant in the Plan or, if later, upon reaching age 65.

3.2 REGULAR PENSION

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The monthly amount of the Regular Pension for contributions based on a Defined Rate shall be:

Last Day Of Covered Employment On Or After:	Monthly Benefit Times Number of Pension Credits (Maximum of 25)	Plus	Monthly Benefit Times Pension Credits In Excess of 25
September 1, 1988	\$44.00		\$5.71
September 1, 1989	\$45.00		\$5.71
September 1, 1990	\$46.00		\$5.71
April 1, 1991	\$48.30		\$6.00
November], [99]	\$52.00		\$6.46
April 1, 1992	\$61 28		\$7.61
April 1, 1993	\$68.00		\$8.44
April 1, 1995	\$84.00		\$10.43
April 1, 1997	\$92.40		St1.47
January 1, 1999	\$104.42		\$12.96
January 1, 2001	\$131.34		\$16.31
May 1, 2001	\$165.00		\$20.49

- (a) The monthly amount of the Regular Pension for Participants whose contributions are at something other than the Defined Rate shall be based upon the appropriate Schedule I affixed to this Plan, as the same may be amended by the Trustees from time to time.
- (b) Beginning on February 1, 2010, any increase in the benefit level for contributions made by an employer under the Defined Rate, or any Schedule 1 rate resulting from either an Employer's increased contribution rate or the Participant's change of Employer, shall be separately determined for each Plan Credit Year. The Regular Pension shall be the frozen amount determined as of February 1, 2016 plus each annual accruat for each Plan Credit Year.

from and after February 1, 2010. Any Annual Accrual for those Plan Credit Years for which an increased benefit level is in effect, shall have no effect on the benefit level applicable to Pension Credits earned in any prior or subsequent period.

- (c) Any Annual Accrual earned in any Plan Credit Year prior to February 1, 2012 shall be calculated based upon the highest contribution rate for any quarter during each such Plan Credit Year for which the Participant has had contributions made on his behalf and during which at least 250 hours were earned.
- (d) The accrual rate as defined in this Article III on or after February 1, 2012 will be the <u>lesser</u> of:
 - (1) 1% of the product of (A) the number of hours for which contributions are due on behalf of a participant in a Plan Credit Year (minimum 250 hours) and (B) the contribution rate in effect for his Employer prior to its first contribution increase (regardless of surcharges) on or after September 1, 2011 required to be made with respect to a participant; or
 - (2) the accrual rate that was in effect under the Plan on September 1, 2011.

3.3 EARLY RETIREMENT PENSION - ELIGIBILITY

A Participant shall be entitled to retire on an Early Retirement Pension on the date he meets all of the following requirements:

(a) he has attained age 55; or

:

(b) he has at least 15 Pension Credits.

3.4 EARLY REFIREMENT PENSION -- AMOUNT

The Early Retirement Pension is a monthly benefit calculated by multiplying the Regular Pension benefit by the factor below corresponding with the age of a participant at Early Retirement date.

	Factor
55.	36.59%
\$6	40:12%
57	44.07%
58	48.48%
59	53.43%
60	1 58,99%

Age	<u>Factor</u>
61	65.26%
62	72.35%
63	80.39%
64	89.54%

Note: Reductions for fractional ages are interpolated based on the above.

3.5 DEFERRED VESTED PENSION -- ELIGIBILITY

- (a) A Participant who has reached age 65 shall be entitled to a Deferred Vested Pension but only if, upon his retirement, he has satisfied all of the following conditions:
 - (1) he has at lease S Pension Credits; and
 - (2) he has attained Vested Status as defined in Section 4.2(d).
- (b) A Deferred Vested Pension shall be calculated in the same manner as a Regular Pension, based on the formula in effect at the time the Participant last worked in Covered Employment.

3.6 DISABILITY PENSION --- ELIGIBILITY AND COMMENCEMENT

No Disability Pension will be granted to any Participant whose application is submitted on or after September 1, 2011 regardless of the date as of which the disability is deemed to have commenced.

Those on Disability Pensions are subject to re-examination by the Pension Plan not more often than every twelve (12) months. The Board of Trustees shall require evidence of continued total and permanent disability to support the Participant's claim of entitlement to receive a Disability Pension notwithstanding the Participant's continued receipt of a Social Security Disability Pension. If a Participant is deemed to have ceased to be disabled on or after September 1, 2011, he shall not again qualify for a pension except for a Regular Pension, Early Retirement Pension or Deferred Vested Pension in accordance with Sections 3.1 through 3.6 above.

3.7 PRO-RATA PENSIONS

This Plan provides a Pro-Rata (Partial) Pension for safeguarding a Participant's pension rights if the Participant works part of the time in Covered Employment (under Local 807 Agreements) and part of the time in a job which is covered by another pension fund recognized as a Related Plan. In a situation of this kind, the Plan will protect the Participant's eligibility by taking account of his combined years of pension service credits under this Plan for eligibility for participation, eligibility for retirement and vesting purposes (including to determine whether a Break in

Service has occurred), but not for benefit accrual purposes. If a Participant qualified for a Pro-Rata Pension under the terms of the Prior Plan, any Pro-Rata Pension carned prior to the effective date of this amended and restated Plan document will be preserved as a part of the Participant's frozen benefit and will be paid to the Participant in accordance with the terms of the Prior Plan. The details of eligibility participation and calculation of pro-rata pensions is more fully set forth in Article VIII below.

The terms of this Plan shall precupt any contrary terms in any Related Plan or reciprocal agreement.

3.8 NON-DUPLICATION

Nothing contained in this Plan shall be construed as permitting any person to be entitled simultaneously to more than one type of pension under this Plan. If an Employee has met the requirements for more than one type of pension he shall be entitled to receive the type of pension for which he is qualified that provides the highest monthly benefit.

3.9 APPLICATION OF BENEFIT INCREASES

Once a Participant has fulfilled the conditions of eligibility for any type of pension as described in this Plan, he shall not thereafter be disqualified from a pension on the grounds of a Break in Service.

The pension to which a Participant is entitled shall be determined at the benefit level and the terms of the Plan in effect at the time the Participant separated from Covered Employment.

A Participant shall be deemed to have separated from Covered Employment on the last day of work in Covered Employment which is followed by a one-year Break-in-Service.

A Participant who separates from service and thereafter returns to Covered Employment on or after February 1, 2010 shall, upon his subsequent retirement, be entitled to his prior benefit amount plus any annual benefit accrued for Flan Credit Years ending after February 1, 2010.

3.10 OPTION CONVERSION FACTOR

If payment is to be made under this Plan in a form for which determination of the adjusted amount is not specified by any other part of this Article, the determination is to be made by the Plan's actuary on the basis of 7 percent interest and the 1971 Group Annuity Mortality Table, with the mortality rates of males and females blended into a single set by weighting the two sets of rates in proportion to the percentages of male and female Participants found by the actuary, on the basis of the relevant experience, likely to select the option involved.

3.11 SMALL BENEFIT CASH OUTS

If the Actuarial Equivalent of any monthly benefit payable under this Plan is \$1,000 or less, determined in accordance with Section 1.1, the Trustees shall pay such benefit in a lump sum. If the Actuarial Equivalent of any monthly benefit payable under this Plan is greater than \$1,900, but less than or equal to \$5,000, the Trustees may, at their discretion, pay such benefit in a lump sum only with the Pensioner's consent. If the Pensioner does not provide such consent, then the Trustees may, at their discretion, distribute the amount to an individual retirement account designated by the Trustees. However, if a Pensioner has started to receive payments in the Husband-and-Wife Pension form, the surviving spouse shall receive monthly benefits after the Pensioner's death and no lemp sum payment shall he made.

When a hump sum has been paid by the Fund, all Pension Credits and Years of Vesting Service carned by the Participant with respect to which the lump sum distribution was made shall be completely disregarded and the Fund shall have no liability for the payment of any additional benefit to the Participant or his Beneficiary.

3.12 ROLLOVER DISTRIBUTIONS

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the plan administrator, to have any pertion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.
- (b) Definitions
 - (1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee and the lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code § 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
 - (2) An "Eligible Retirement Plan" is (a) an individual retirement account described in Code § 408(a), (b) an individual retirement annuity described in Code § 408(b), (c) an annuity plan described in Code § 403(a), (d) a qualified trust described in Code § 401(a), (e) an annuity contract described in Code § 403(b) that accepts the Distributee's Eligible Rollover Distribution, (f) effective for

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distributions after December 31, 2001, an eligible plan under Code § 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or (g) effective for distributions after December 31, 2007, a Roth individual retirement account or Roth individual retirement annuity described in Code § 408A. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relations Order, as defined in Code § 414(p). For a non-Spouse Beneficiary, an Eligible Retirement Plan shall include only an individual retirement plan or annuity described in (a), (b), or (g) above, that is treated as an inherited IRA of the Beneficiary.

- (3) A Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payce under a Qualified Domestic Relations Order, as defined in Code § 414(p), are Distributees with regard to the interest of the spouse or former spouse. For distributions after December 31, 2008, a Distributee also includes a nonspouse designated beneficiary. In the case of a nonspouse beneficiary, the distribution may only be done as a direct rollover.
- (4) A "Direct Rollover" is a payment by the plan to the Eligible Retirement Plan specified by the Distributee.

3.13 DEATH BENEFIT

For those retiring after 7/1/85 and who die after retirement, a Death Benefit of \$1,000 shall be payable to the funeral home-of or a third party that paid for the burial expenses (upon proof of payment) $\underline{\alpha}$ to the participant's designated beneficiary if there is no claim for burial expenses.

ARTICLE IV - PENSION CREDITS AND YEARS OF VESTING SERVICE

4.1 PENSION CREDITS

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For periods up to February 1, 1976 Pensions Credits are granted in quarter-year units. A Pension Quarter is defined as any period of three consecutive months starting August 1st, November 1st, February 1st, or May 1st. A year of Pension Credits consists of any four quarters of Pension Credit.

- For Employment Before February 1, 1976;
 - (1) During the Contribution Period-September 1, 1950 through January 31, 1976. An Employee shall be credited with service at the rate of one quarter-year credit for each Pension Quarter in which he worked for 25 days or more in Covered Employment. However, for the period September 1, 1950 to November 30, 1954 this requirement shall be 36 days or more in Covered Employment.
 - (2) Prior to the Contribution Period (Prior to September 1, 1950). Prior to the period commencing January 1, 1937 pension credits shall be granted for the period that the Trustees in their discretion are satisfied that the Employee worked in a category (driver, helper, etc.) covered by Local 807 labor Agreements. Periods of employment between January 1, 1937 through August 31, 1950 with an Employer obligated to contribute into the Pension Fund on September 1, 1950 shall be credited on the same basis and to the same extent as other creditable employment, provided that the Trustees are satisfied that the affected Employees worked at least 36 days in a category (driver, helper, etc.) covered by Local 807 Labor Agreements.
- (b) For Employment with an Employer Prior to Employer's Contribution Date;
 - (1) If an employer first becomes obligated to contribute to the Pension Fond after September 1, 1950 and before January 1, 1972 service with such Employer, prior to the first date of contributions, shall be credited on the same basis and to the same extent as other creditable employment, subject to an actuarial review and approval of the Trustees, but not until the employer had been a contributing Employer for at least 2 years.
 - (2) If an employer first becomes obligated to contribute to the Pension Fund between January 1, 1972 and May 32, 1973, service with such employer prior to the first date of contributions shall be credited on the same basis and to the same extent as other creditable employment, subject to an actuarial review and approval of the Trustees, but not until the employer had been a Contributing Employer for at least 5 years.

- (3) If an Employer first becomes obligated to contribute to the Pension Fund on or after June 1, 1973, service with such Employer, prior to the first date of contributions, shall be credited on the same basis and to the same extent as other creditable employment, subject to an actuarial review and approval of the Trustees, but not until the Employer has been a Contributing Employer for at least 4 years.
- (4) Employees of an Employer, organized by Local 807 after the Employer first became obligated to contribute to the Pension Fund, shall have their service with such Employer, prior to the first date of contributions to the Pension Fund on their behalf, credited on the same basis and to the same extent as other creditable employment, subject to an actuarial review and approval by the Trustees, but not until at least ten years of contributions have been made on their behalf.
- (c) Employment after February 1, 1976 and up to February 1, 2012.

For periods after February 1, 1976, a Participant shall be credited with Pension Credits on the basis of his Hours of Service (but excluding Hours of Service for which no contribution is required to be paid) in Covered Employment in accordance with the following schedule:

1 Hours of Service	Pension
In a Plan Credit Year	Credits
Under 250	
250 to 499	34
500 to 749	1∕2
750 10 999	*
1000 or over	<u> </u>

From and after February 1, 2012, Pension Credits will accrue only in accordance with the provisions of Section 3.2(d) and this subsection 4.1(c) shall not apply to any pension credits earned prior to February 1, 2012.

4.2 YEARS OF VESTING SERVICE

(a) General Role

A Participant shall be credited with one Year of Vesting Service for each Plan Credit Year during the Contribution Period (including periods before he became a Participant) in which he completed at least 1,000 Hours of Service in Covered Employment, and shall be entitled to one Year of Vesting Service for each year of vesting service credited to him by a Related Plan as of the date of his retirement or last day worked under the terms of that Related Plan. This rule is subject to the following subsections.

(5) Additions

If a Participant works for a Contributing Employer in a job not covered by this Plan, but who formerly worked for that employer in Covered Employment, his Hours of Service in such non-covered job during the Contribution Period shall be counted toward a Year of Vesting Service.

(c) Exceptions

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A Participant shall not be entitled to credit toward a Year of Vesting Service for the following periods.

- (1) Years preceding a Permanent Break in Service, including for this purpose, any Permanent Break in Service that may have excluded service under the terms of a Related Plan.
- (2) Years before January 1, 1971 unless the Participant earned at least 3 Years of Vesting Service after December 31, 1970.
- (d) Vested Status is carned as follows:
 - A Participant's right to his accrued benefit is nonforfeitable upon his attainment of Normal Retirement Age.
 - (2) A Participant with one or more Hours of Service on or after January 1, 1997, acquires Vested Status upon completion or five (5) Years of Vesting Service.
 - (3) A Participant who does not meet the requirements in paragraphs (d)(1) or (2) above, acquires Vested Status upon completion of ten (i0) Years of Vesting Service.
 - (4) A Participant who is not represented by the Union for purposes of collective bargaining and who has an Hout of Service on or after February 1, 1989 as a Participant acquires Vested Status upon completion of at least five (S) Years of Vesting Service, none of which has been canceled by a Permanent Break in Service.
- (e) Years of Vesting Service that are not taken into account because of a Permanent Break in Service do not count in determining a Participant's Vested Status.

- (f) ERISA also provides certain limitations on any Plan amendment that may change the Plan's vesting schedole. In accordance with those legal limitations, no amendment of this Plan may take away a Participant's Vested Status if he has already earned it at the time of the amendment. Also, an amendment may not change the schedule on the basis of which Participant acquires Vested Status, onless each Participant who has credit for at least three Years of Vesting Service at the time the amendment is adopted or effective (whichever is later) is given the option of achieving Vested Status on the basis of the pre-amendment schedule. That option may be exercised within 60 days after the latest of the following dates:
 - (1) when the amendment was adopted,
 - (2) when the amendment was effective, or
 - (3) when the Participant was given written notice of the amendment.

4.3 BREAKS IN SERVICE

(a) General

If a Participant has a Break in Service before he has attained Vested Status, it has the effect of canceling his previously accumulated service under the Plan, that is service accumulated to determine his participation, his previously credited years of Vesting Service, and his previous Pension Credits. Nowever, a Break may be temporary, subject to repair by a sufficient amount of subsequent service. A longer Break may be permanent, as explained befow.

- (b) One-Year Break of Service
 - A Participant has a one-year Break in Service in any Plan Credit Year after February 1, 1976 in which be fails to complete 250 Hours of Service in Covered Employment.
 - (2) Time of employment with a Contributing Employer in non-Covered Employment after February 1, 1976, if creditable under Section 4.2(b), shall be counted as if it were Covered Employment in determining whether a Break in Service has been indurred.
 - (3) One Year of Break in Service is repairable, in the sense that its effects are eliminated, if, before incurring a Permanent Break in Service, the Participant subsequently carns a Year of Vesting Service. In that event, previously earned Years of Vesting Service and Pension Credits shall be restored. However, nothing in this paragraph (3) shall change the effect of a Permanent Break in Service.

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(c) Permanent Break in Service on or after February 1, 1976.

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A person who has not attained Vested Status has a Permanent Break in Service if he has consecutive One-Year Breaks-in-Service, including at least one after 1975, that equal or exceed the number of full Years of Vesting Service with which he had, been credited. In any event, however, a Participant shall not incur a Permanent Break in Service after August 31, 1987 entil his consecutive One-Year Breaks-in-Service equal at least five.

(d) Permanent Break in Service Before February 1, 1976.

A person shall have incurred a Permanent Break in Service before February 1, 1976 in accordance with the following:

- A break shall be deemed to have occurred if at any time prior to September 1, 1950 an Employee lacks credit for thirteen (13) consecutive Pension Quarters; or
- (2) A break shall be deemed to have occurred if at any time after September 1, 1950 an Employee lacks credit for twenty-one (21) consecutive Pension Quarters.
- (c) Exceptions The following quarters shall <u>not</u> be counted toward the consecutive calendar quarters constituting a break in the continuity of an Employee's Pension Credits:
 - (1) Those quarters in which the lack of creditable employment was due to disability, but not more than a total of 12 such quarters. For these purposes, disability shall mean total inability because of injury or disease to engage in creditable employment, whether or not the injury or disease is compensable under the Worker's Compensation Law. The Employee shall bear the burden of proving such disability to the satisfaction of the Board of Trustees.
 - (2) Those pension quarters in which Related Pension Credits were earned by virtue of actual work in employment covered by a Related Pension Plan.
 - (3) Solely for the purpose of determining whether a One-Year Break in Service has occurred, the absence of an Employee from Service by reason of (a) her pregnancy, (b) birth of a child of the Employee, (c) placement of a child with the Employee in connection with his or her adoption of the child, or (d) care for such child for a period beginning immediately after such birth or placement shall be credited as Hours of Service to the extent that Hours of Service would have been credited but for such absence (or, where that cannot be determined, eight Hours of Service per day of absence) to a maximum of 501 hours for each

such pregnancy, childbirth, or placement. The hours so credited shall be applied to the Plan Credit Year in which such absence begins, if doing so will prevent the Employee from incurring a One-Year Break in Service in that Plan Credit Year; otherwise they shall be applied to the next Plan Credit Year. The Trustees may require, as a condition for granting such credit, that the Employee establish in timely fashion and to the satisfaction of the Trustees that the Employee is entitled to such credit. This subparagraph shall apply only to absences that begin after August 31, 1987.

- (4) Solely for the purpose of determining whether a Participant has incurred a Break-in-Service, any leave of absence granted by an Employer, up to 12 weeks, that qualifies under the Family and Medical Leave Act (FMLA) shall not be counted as a Break-in-Service for purposes of determining eligibility and vesting.
- (f) Effect of Permanent Break in Service.

If a person who has not attained Vested Status has a Permanent Break in Service:

- (t) His previous Pension Credits and Years of Vesting Service are cancelled, and
- (2) His participation is cancelled, new participation being subject to the provisions of Section 2.4.

4.4 NON-WORK PERIODS CREDITED

An Employee having prior credited service who fails to have service in Covered Employment in a Plan Credit Year for at least 1,000 hours shall receive Pension Credit at the rate of 20 hours per week for that period, up to a maximum of 1,000 hours in total combined with work and non-work periods if such failure was due to absence from work because of:

- (a) disability up to the maximum period compensated by the weekly accident and sickness benefit plan provided by the Local 807 Labor-Management Health Fund, or by any other health plan recognized for this purpose by the Trustees; or
- (b) disability arising from Covered Employment for a period not exceeding twenty-four (24) months, for each period of disability, which was compensated under a Workers' Compensation Law, provided that each period of disability is preceded by a period of time during which at least four (4) consecutive quarters of Pension. Credit are earned in Covered Employment. However, such entitiement shell under no circumstances continue beyond Jamary 31, 2012. If the period of disability begins on or after February 1,

2010, a Participant shall receive Pension Credit for disability arising from Covered Employment for a period not exceeding twelve (12) months, for each period of total disability, which is covered under a Workers' Compensation Law, provided that each period of disability is preceded by a period of time during which at least four (4) consecutive quarters of Pension Credit are earned in Covered Employment.

- (c) Effective for all periods of service beginning on or before December 12, 1994, and notwithstanding any provision of this Plan to the contrary, contributions, benefits and Pension Credits with respect to qualified military service will be provided in accordance with Code § 414(u). Benefit levels for all Pension Credits carned under Code § 414 shall accrue at the rate in effect for the last Employer with whom a Participant was employed during the period that such Pension Credits were earned. If a Participant dies on or after January 1, 2007 while performing qualified military service (as defined in Code Section 414(u)(5)), the Participant shall be credited with service for the participant had resumed Covered Employment then terminated on account of death in accordance with Code Section 414(u)(9).
 - (i) Effective for deaths occurring on or after January 1, 2007, to the extent required by Code § 40! (a)(37), the survivors of a Participant who dies while performing qualified military service shall be eligible for any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan if the Participant had resumed employment and immediately thereafter terminated employment due to death.
 - (2) Effective January 1, 2009, to the extent required by Code § 414(u)(12) and regulations or other guidance issued thereunder, an individual receiving differential wage payments (within the meaning of Code § 3401(h)(2)) from the Employer shall be treated as an Employee and the differential wage payments shall be treated as compensation.
 - (3) For purposes of this section, "qualified military service" means, effective December 12, 1994 any service in the uniformed services (as defined in Chapter 43 of Title 38 U.S.C.) where the Employee is enlitted to re-employment rights under such provision for such military service (as amended by USERRA or any corresponding previous or subsequent law). Any Employer that employs or re-employs an Employee following a period of qualified military service shall within thirty (30) days notify the Trustees of such employeers Employeer immediately preceding such qualified military service.

4.5 TERMINATED EMPLOYERS

If an Employer ceases to comply with the definition of Employer as set forth in Section 1.6, or if an Employer is declared by the Trustees to have ceased participation in the Pension Fund, the following shall apply.

- (a) Employment with that Employer for the period following termination shall not be credited as Covered Employment; and
- (b) The rights of all affected Participants to benefits accrued under the Plan will be nonforfeitable through the last day of the Plan Credit Year during which the Employer was declared by the Trustees to have ceased participation in the Fund.
- (c) Other prior employment with that Employer shall still be credited under this. Plan (if otherwise creditable) except if a break in employment occurs as defined in Article 3V; and
- (d) There shall be no refund of contributions nor reversion of assets to a terminated Employer, directly or indirectly, nor to any Pension Trust, Annuity Contract or Pension Plan of a terminated employer; and
- (e) The limit of liability of the Pension Fund to pay any benefits to an eligible Employee of an Employer who terminates participation in the Plan shall be limited to the aggregate contributions made by such Terminated Employer prior to said Employer being terminated by the Trustees without the addition of any interest and without the deduction for administrative costs, but after deducting the allocable portions of all benefits previously paid to all Pensioners of such Terminated Employer.

ARTICLE V - HUSBAND AND WIFE PENSION

5.1 GENERAL

The Husband and Wife Pension provides a lifetime pension for a married (including same-sex marriages performed in a state where such marriages are licensed, regardless of the Participant's or spouse's state or country of residence) Perticipant plus a lifetime pension for his surviving spouse (as defined in Section 5.11 below), starting after the death of the Participant. The Husband and Wife Pension is the equivalent of what is referred to in ERISA Section 205 as a "qualified joint and survivor annuity". The monthly amount to be paid to the surviving spouse is one-half the monthly amount paid to the Participant at Retirement (or 75% of the monthly amount paid to the Participant at Retirement if chosen, referred to as the Optional Husband and Wife Pension). When a Husband and Wife Pension is in effect, the monthly amount of the Participant's pension is reduced in accordance with the provisions of Section 5.7 from the full amount otherwise payable.

5.2 EFFECTIVE DATE

The provisions of this Article do not apply:

- (a) to a pension, the effective date of which was before September 1, 1976, or
- (b) if the Participant or former Participant incurred a Break in Service before September 1, 1976, unless it was subsequently cured by a return to Covered Employment.

5.3 UPON RETIREMENT

- (a) Upon retirement a pension shall be paid in the form of a Husband and Wife Pension unless the Participant and his spouse jointly have filed with the Trustees, in writing, a timely rejection of that form of Pension, subject to all the conditions of this Article.
- (b) A Participant and spouse jointly may reject the Husband and Wife Husband and Wife Pension (or revoke a previous rejection) at any time within 180 days prior to the Annuity Starting Date.

5.4 AFTER NORMAL RETIREMENT AGE BUT BEFORE RETIREMENT

If a Participant who has attained age 65 dies before retirement at a time when he was eligible for a pension, a Pension shall be paid to his surviving spouse, if eny, as if the Participant had retired on a Joint and 50% Survivor Husband and Wile Pension on the day before he died.

5.5 DURING ACTIVE SERVICE BEFORE ATTAINMENT OF NORMAL RETIREMENT AGE

- (a) After August 22, 1984* a Pre-retirement Husband and Wife Pension will be provided to the surviving spouse of every Participant who:
 - has a vested right to a current or deferred benefit under the Pension Fund based entirely on Service accrued under the Pension Plan, and
 - (2) has at least one liour of Service in Covered Employment since August 22, 1984, and
 - (3) dies after August 22, 1984, but before starting to receive retirement benefits.
- (b) A Participant who (1) had at least one Hour of Service under the Plan after September 1, 1974, (2) is vested, (3) had not retired under the Plan before August 23, 1984, and (4) is not otherwise entitled to or eligible to elect, protection for a surviving spouse through a "qualified joint and survivor annuity" within the meaning of Section 205 of the Act, either before or after enactment of the Retirement Equity Act, shall be entitled to receive his benefit as à Husband and Wife Pension in accordance with the provisions of this Section "Prior to August 23, 1984" by written request filed with the Trustees before the Annuity Starting Date.
- (c) A Participant who (1) had at least one Hour of Service for an Employer in the first Plan Credit Year after 1975, (2) has a vested right to a pension and credit for at least ten years of vesting service, (3) was not receiving pension payments under the Plan as of August 23, 1984, and (4) is not otherwise entitled to, or engible to elect, protection for a surviving spouse through a "qualified joint and survivor annuity" under this Article as amended on account of the Retirement Equity Act of 1984 shall be entitled to elect coverage for the Pre-retirement Husband and Wife Pension under the Section "After August 22, 1984" by written request filed with the Trustees before his death or, if carlier, the date his pension payments start.
- (d) If the Participant or former Participant should die before his earliest retirement date under the Pian, the benefit shall be calculated as if the individual had reached that carliest retirement date and died the next day. In such a case, the Husband and Wife Pension shall not start until the date the Participant or former Participant would first have been eligible to retire.

The Fre-Retirement Husband and Wife Pension is the equivalent of wher is referred to in ERISA Section 205 as a "oughfied preretirement survivor anourty"

(c) The Fund will not levy a charge for the Pretetirement Husband and Wife Pension provided by this Section 5.5 at this time but reserves the right to do so at any future date.

5.6 PRE-RETIREMENT HUSBAND AND WIFE PENSION

Notwithstanding any other provisions of this Article, a Pre-retirement Husband and Wife Pension shall not be paid in the form, manner or amount described above if the spouse elects in writing filed with the Trustees, and on whatever form they may prescribe, to defer commencement of the Pre-retirement Husband and Wife Pension until a specified date that is no later than the first of the month on or immediately before the date on which the Participant would have reached age 70%, or if later, December 1 of the calendar year following the year of the Participant's death. The amount payable at that time shall be determined as described in Section 5.5 except that the benefit shall be paid in accordance with the terms of the plan in effect when the Participant last worked in Covered Employment (unless otherwise specified) as if the Participant had retired with a Husband and Wife Pension on the day before the surviving spouse payments are scheduled to start, and died the next day.

Notwithstanding any other provisions of the Pian, if the Annuity Starting Date for the Pre-Retirement Husband and Wife Benefit is after the Participant's earliest retirement date, the benefit shall be determined as if the Participant had died on the surviving spouse's Annuity Starting Date after retiring with a Husband and Wife Pension the day before, taking into account any actuarial adjustments to the Participant's accrued benefit that would have applied as of that date.

5.7 ADJUSTMENT OF PENSION AMOUNT

Unless otherwise determined by the Trustees, if a Husband-and-Wife Pension becomes effective on or after September 1, 2017, the amount of the Participant's monthly pension shall be reduced in accordance with the following factors:

50% Joint and Survivor:

88% of the Participant's monthly pension plus 0.4% for each full year that the spouse's age is greater than the Participant's age or minus 0.4% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

75%. Joint and Survivor ("Optional Hushand and Wife Pension"):

83% of the Participant's monthly pension plus 0.5% for each full year that the spouse's age is greater than the Participant's age or minus 0.5% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

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5.8 TRUSTEES' RELIANCE

The Trustees shall be entitled to rely on written representations, consents, and revocations submitted by Participants, spouses or other parties in making determinations under this Article and, enless such reliance is arbitrary or capricious, the Trustees' determinations shall be final and binding, and shall discharge the Pension Fund and its Trustees from liability to the extent of the payments made. This means that, onless the Plan is administered in a manner determined to be inconsistent with the fiduciary standards of Part 4 of Title I of ERISA, the Pension Fund shall not be liable under this Article for duplicate benefits with respect to the same Participant, or for serviving spouse benefits in excess of the Actuarial Present Value of the benefits described in this section, determined as of the Annuity Starting Date or, if earlier, the date of the Participant's death.

5.9 CONTINUATION OF HUSBAND AND WIFE PENSION FORM

The monthly amount of the Husband and Wife Pension, once it has become payable, shall not be changed regardless of whether the spouse is subsequently divorced from the Pensioner of the spouse predeceases the Pensioner.

5.10 PARTICIPANT AND/OR SPOUSE SIGNATURE

Whenever under this Plan rejection of a spouse by signature is required or signature of a Participant is required in an application for benefits, such signatures shall be in writing witnessed by a Notary Public for the State in which the form is signed and shall acknowledge the effect of the rejection and/or election and/or certification of the statement made in a form acceptable to the Trustees.

5.11 ELIGIBILITY OF SPOUSE

- (a) For purposes of this Plan, a spouse is a person to whom a Participant is considered matried under applicable law (including same-sex matriages performed in a state or country where such matriages are licensed, regardless of the Participant's or Spouse's state of residence) or, to the extent provided in a Qualified Domestic Relations Order, is designated as a Participant's surviving spouse.
- (b) To be eligible to receive the survivor's pension in accordance with a Husband and Wife Pension, a spouse is a qualified spouse if the Participant and spouse were married on the date of the Participant's death and had been married throughout the year ending with the date the Participant's pension payments start or, if earlier, the date of death.
- (c) A spouse's consent to a waiver of the Husband and Wife Pension shall be effective only with respect to that spouse, and shall be intervocable onless the Participant or spouse revokes the waiver to which it relates. No such revocation of the waiver shall be effective if the Participant has already

commenced receiving pension benefit payments.

- (d) Notice to Participants. Within a period of no more than 380 days and no fewer than 30 days before the Annuity Starting Date (and consistent with Treasury regulations) the Trustees shal! provide a retiring Participant and his Spouse, if any, with a written explanation of:
 - the Husband and Wife Pension and the Optional Husband and Wife Pension, including a description of the full single life pension;
 - (2) the Participant's right to make and the effect of an election to waive the normal form of payment;
 - (3) the right of the Participant's Spouse to consent to any election of an optional form of payment;
 - (4) the right of the Participant to revoke such election during the 180 day election period that ends on the Annuity Starting Date, and the effect of such revocation;
 - (5) the financial effect of electing an optional form of payment including the relative value of the optional forms of payments compared to the normal form of payment; and,
 - (6) the right to defer any retirement benefit payment and the consequences of failing to defer payment of retirement benefits including a description of how much larger benefits will be if the commencement of retirement benefit payments is deferred.
- (c) The Husband and Wife Pension may be waived in favor of another form of distribution only as follows:
 - (1) The Participant files the waiver in writing in such form as the Trustees may prescribe, and the Participant's spouse acknowledges the effect of the waiver and consents to it in writing witnessed by a notary public, or
 - (2) The Participant establishes to the satisfaction of the Trustees that:
 - (i) he or she is not married;
 - (ii) the spouse whose consent would be required cannot be located and the Participant has provided all information and executed all documents required by the Trustees to establish, to the satisfaction of the Trustees, that the spouse cannot be located after diligent inquiry;

- (iii) the Participant and the spouse are legally separated; or
- (iv) the Participant has been abandoned by the spouse as confirmed by court order.
- (3) If the spouse is legally incompetent, consent under this Section may be given by his or her legal guardian, including the Participant if anthorized to act as the spouse's legal guardian.
- (4) Notwithstanding any other provisions of the Plan, a waiver of the Husband and Wife Pension shall not be effective if given more than 180 days before the Annuity Starting Date.
- (f) In the event a Participant demonstrates to the Trustees' satisfaction that his spouse cannot be located (pursuant to Section 5.11(e)(2)(ii) above), resulting in the Participant receiving an unreduced pension benefit, but the spouse is later found and makes a claim for payment, then (i) the Participant's benefit will be reduced to reflect the Husband & Wife Pension reduction; and (ii) feature benefit payments to the Participant shall be withheld until the Fund recoups all overpayments, pursuant to Section 7.9(c)(i) or (2) below.

5.12 RELATION TO QUALIFIED DOMESTIC RELATIONS ORDER

Any rights of a former spouse or other alternate payee under a Qualified Domestic Relations Order, with respect to a Participant's pension, shall take precedence over those of any later spouse of the Participant under this Article. No Qualified Domestic Relations Order may require the Plan to change the form of a benefit that was in pay status on or before the later of (i) the date such Order has been duly entered by a Court of competent jurisdiction and (ii) the date such Order has been filed with the Plan.

ARTICLE VI - APPLICATIONS FOR RETIREMENT AND CLAIMS PROCEDURE

6.1 APPLICATIONS

A pension must be applied for in writing and filed with the Trustees in advance of the Annuity Starting Date. To be timely for this purpose, an application need not be formally complete provided it gives notice to the Trustees of the applicant's intention to reture and desire to begin to receive pension payments as of a certain date. Except as provided in Section 6.5, a pension shall first be payable for the first month after the month in which the application is flied except to the extent that the Trustees find that feilure to make timely application was due to extenuating circumstances.

6.2 INFORMATION AND PROOF

Every claimant for benefits shall furnish, at the request of the Trustees, any information or proof reasonably required to determine his benefit rights. If the claimant makes a willfully false statement material to his application or claim or furnishes fraudulent information or proof material to his application or claim, benefits not vested under this Plan (as defined in Section 4.2) may be denied, suspended, or discontinued. The Trustees shall have the right to recover, through legal proceedings, any benefits peid in reliance on any false statement, information, or proof submitted by a claimant (including withholding of materia) facts) plus interest and costs and counsel's fees, without limitation by an offsetting of benefit payments as permitted by this section.

6.3 ACTION OF TRUSTEES

The Trustees shall be the sole judges of the standard of proof required in any case and of the application and interpretation of this Plan, and the decisions of the Trustees shall be final and binding on all parties. Wherever in the Plan the Trustees are given discretionary powers, they shall exercise such powers in a uniform and nondiscriminatory manner. The Pension Fund Office shall process a claim for benefits as speedily as is feasible, consistent with the need for adequate information and proof necessary to establish the claimant's benefit rights and to commence the payment of benefits. The Trustees may at any time by resolution duly adopted, appoint a committee for the hearing and consideration of any matter specified by the Trustees, and the decision of such committee shall be binding on all parties subject only to disapproval or modification by the Board of Trustees.

6.4 REVIEW PROCEDURE

Any Employee, Perficipant, Spouse, contingent annuitant or Beneficiary or other person or entity who shell have any right or claim to benefits under the Pian, or any right or claim to payment from the Plan, shall have his claim for benefits, of whatever nature, determined in accordance with the procedures set forth below.

- (a) If a claim for benefits is denied in whole or in part, the claimant will receive written notice from the Fund Office of the specific reasons for denial, a description of any additional information or material which must be furnished in order to correct the claim, and an explanation of the steps that may be taken to appeal the denial; Such notice will be sent to the claimant within a reasonable period of time after the Fund Office receives the Participant's claim and in no event later than 90 days after the claim is filed (unless the Fund Office determines that special circumstances require an additional 90 days). If a claimant does not receive notification of denial of the claim within this time period, the claimant may assume that his or her claim has been denied.
- (b) A claimant may request a formal review by the Trustees of the Fund Office's denial of his or her claim for benefits. All requests for review must be in writing and sent to the Fund office within 60 days of the date upon which the claimant received notification of the denial. In connection with such request, the claimant and/or the claimant's authorized representative may review any documents pertinent to the Fund Office's decision and may submit written comments. Failure to request review by the Trustees within the 60 day period shall be considered an abandonment of the claimant's claim for benefits and there shall be no further recourse left to the claimant.
- (c) The Trustees will review the original decision and will advise the claimant in writing of their decision on review. The Trustees' decision on review will be communicated in writing and will contain the specific reason(s) for the decision. The Trustees' decision will be sent to the claimant within 60 days of receipt of the request for review, unless special circumstances prevent such a timely decision, in which case the decision will be sent no later than 120 days from the date of the initial request. In the event the Trustees determine they have insufficient information to render a decision, the 60 day period shall not commence to run until the first Trustees meeting held after all required information has been received. If no decision is continuicated within this time period, the claimant may assume that the claim has been denied on review.
- (d) The Trustees shall be the sole judges of the standard of proof required in any case. The Trustees have discretion to apply and interpret the rules of the Fund. Furthermore, the Trustees have sole authority and discretion to determine whether an individual is eligible for benefits under the Plan and the amount of benefits, if any to which an individual is entitled. The Trustees' determination with respect to the application and interpretation of any of the provisions of the Fund's rules shell be final and binding on all parties.
- (e) No person whose application for benefits under the Plan has been denied, in whole or in part, may bring any action in any court or file any charge, complaint or action with any state, federal or local government agency prior to

exhausting the review process stated above within the time limits as provided in this Section. A claimant whose appeal for benefits has been denied by the Trustees and who wishes to bring a lawsuit must do so within three years from the date on which the Board of Trustees makes its final decision on the claimant's appeal. For all other actions, the claimant must commence litigation against the Fund or Trustees within three years of the date on which the violation of Plan terms is alleged to have occurred. All lawsuits against the Fund and/or its Trustees must be brought in the Eastern District Courts of the State of New York. A claimant includes, but is not limited to, a Participant and his or her Spouse, beneficiary, or alternate payce.

6.5 BENEFIT PAYMENTS GENERALLY

- (a) A Participant who is eligible to receive benefits under this Plan and makes application in accordance with the rules of this Pension Plan shall be entitled upon retirement to receive the monthly benefits provided for the remainder of his life, subject to the provisions of this Plan.
- (b) However, in no event, unless a Participant elects otherwise, shall the payment of benefits begin later than the 60th day after the later of the close of the Plan Credit Year in which:
 - The Participant attains Normal Retirement Age, or
 - (2) The Participant terminates his Covered Employment and retires as that term is defined in Section 6.6 of this Article.
- (c) A Participant may, however, elect in writing filed with the Trustees, to receive benefits first payable for a later month, provided that no such election postpones the Annuity Starting Date of the Participant's pension until after the Required Beginning Date as defined in Section 6.5(c).
- (d) A Participant who retires before his or her Normal Retirement Age and then earns additional benefit accruals ender the Plan through reemployment will have a separate Annuity Starting Date determined under Section 1.2, except that an Annuity Starting Date that is on or after Normal Retirement Age shall apply for any additional benefit accrued through reemployment after that date.
- (c) Notwithstanding any provision of the Plan to the contrary, effective January 1, 1990, the Fund will begin benefit payments to all Participants by their Required Beginning Dates, whether or not they apply for benefits.
 - A Participant's Required Beginning Date is April 1 of the calendar year following the year the Participant reaches 70%.
 - (2) Notwithstanding paragraph (1) above, for a Participant who reaches 70½ before 1990, the Required Beginning Date is April 1 of the

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calendar year following the calendar year in which the Participant ceases work in Covered Employment if thet is later.

(3) If a Participant who is definitely located fails to file a completed application for benefits on a timely basis, the Fund will establish the Participant's Required Beginning Date as the Annuity Starting Date and begin benefit payments as follows:

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- (i) In the form of a Husband and Wife Pension calculated on the assumptions that the Participant is and has been married for at least one year by the date payments start and that the Participant is 3 years older than the Spouse.
- (ii) The benefit payment form specified here will be irrevocable once it begins, with the sole exception that it may be changed to a single-life annuity if the Participant proves that he did not have a qualified spouse (including an alternate payee under a QDRO) on the Required Beginning Date; also, the amounts of future benefits will be adjusted based on the actual age difference between the Participant and spouse if proven to be different from the foregoing assumptions.
- (iii) Federal, state and local income tax, and any other applicable taxes, will be withheld from the benefit payments as required by law or determined by the Trustees to be appropriate for the protection of the Fund and the Participant.
- (f) Effective as of February 1, 1990, any additional benefits earned by a Participant in Covered Employment after Normal Retirement Age will be determined at the end of each Plan Credit Year and will be payable as of February 1 following the end of the Plan Credit Year in which they accrued, provided payment of benefits at that time is not suspended pursuant to Section 6.7 or postponed due to the Participant's continued employment.
- (g) Effective for Annuity Starting Dates on or after January 1, 2010 and notwithstanding the foregoing and Section 6.7, a Participant employed in Disqualifying Employment, as defined therein, may elect to have his or her benefit commence on the first day of the month following the month in which the Participant attains age 70%.
- (b) Pension payments shall end with the payment for the month in which the death of the Pensioner occurs except as provided in accordance with a Husband and Wife pension (Article V) and any other provision of this Plan for payments after the death of the Pensioner.

6.6 RETIREMENT

(a) General Rule

To be considered retired, a Participant must have separated from employment with any Employer who makes contributions into the Pension Fund or a r Related Plan. A Participant shall be deemed not to have separated from an Employer if its retains seniority rights or a right of recall to work with the Employer or an employer contributing to a Related Plan.

(b) Exceptions

A Participant who has separated from his previous employment, as defined in paragraph (a), shall be considered retired notwithstanding subsequent employment or re-employment with an Employer for less than 40 hours in any month, provided he no longer retains seniority rights or right of recall to further employment based on his previous employment. A Participant who retains seniority rights or a right of recall to work with a Contributing Employer shall, notwithstanding paragraph (a), be considered retired if he or she has been laid off for an indefinite period and performs no active work for the Employer for at least three consecutive calendar months.

6.7 SUSPENSION OF BENEFITS

Before Normal Retirement Age

A Participant's monthly benefit shall be suspended for any month in which the Participant is employed in disqualifying employment before he has attained Normal Retirement Age.

- "Disgualifying Employment," for the period before the Participant has reached his Normal Retirement Age, is
 - (i) any employment with any employer who has a Written Agreement with the Union, regardless of whether or not the employer contributes to the Pension Fund, or,
 - any employment with any Employer who has a bargaining agreement with any other local of the International Brotherhood of Teamsters, or
 - (iii) any employment in a trade, craft and/or industry, as those terms are defined in Regulation 29 CFR 2530.203-3, within which the Participant was employed at any time during which contributions were made on the Participant's behalf to the Pension Fund, or

- (iv) any employment in an industry or business, trade and/or orafl, as those terms are defined in Regulation 29 CFR 2530.203-3, in which employees covered by the Pension Fund were employed and accrued benefits under the Plan as a result of such employment at the time of the Participant's retirement, or
- (v) any employment as an employee of Local 807 Labor-Management Health, Pension or Profit Sharing Plan.
- (2) A Participant who accepts disqualifying employment must notify the Plan of the employment that may be the basis for suspension of benefits under paragraph (1), in accordance with the notification requirements of subsection (d).
- (b) After Normal Retirement Age

If a Participant has attained Normal Retirement Age, his monthly benefit shalt be suspended for any month in which he worked or was paid for at least 40 hours in Totally Disquelifying Employment.

- (1) "Totally Disqualifying Employment," for the period after the Participant has reached his Normal Retirement Age, means employment or self-employment that is (A) in an Industry Covered by the Plan when the Participant's pension payments began, and (B) in the geographic area covered by the Plan when the Participant's pension began, and (C) in any occupation in which the Participant worked under the Plan at any time or (D) any occupation covered by the Plan at the time the Participant's pension payments began.
- (2) "Industry Covered by the Plan." means the trucking, moving and general warehousing industries and any other industry in which employees covered by the Plan were employed when the Participant's pension began or, but for suspension under this Article, would have begun.
- (3) The geographic area covered by the Pian is the State of New York plus the portions of New York Metropolitan Area in the States of New Jersey and Connecticut and any other area covered by the Plan, when the Participant's pension began, or, but for suspension under this Article, would have begun.
- (4) The geographic area covered by the Plan shall also include any area covered by a-Plan which, under a reciprocal agreement in effect when the Participant's pension payments began, had forwarded contributions to this Plan, on the basis of which this Plan accrued benefits for the Participant.

- (5) If a retired Participant re-enters Covered Employment to an extent sufficient to cause a suspension of benefits, and his pension payments are subsequently resumed, the Industry Covered by the Plan "when the Participant's pension began" shall be the Industry and area covered by the Plan when his pension was resumed.
- (6) Paid non-work time shall be counted toward the measure of 40 hours if paid for vacation, holiday, illness or other incapacity, layoff, jury duty, or other leave of absence. However, time compensated under a Worker's Compensation or temporary disability benefits law shall not be so counted.
- (c) Definition of Suspension

"Suspension of benefits" for a month means non-entitlement to benefits for the month. If benefits were paid for a month for which benefits were later determined to be suspended, the overpayment shall be recoverable through deductions from future pension payments, pursuant to subsection (g) below, and in accordance with Section 6.3. In addition, no adjustment to a benefit will be made under Section 17.4(b)(3)(E) below for any period in which the Participant was engaged in Disqualifying Employment.

- (d) Notices
 - (1) At Normal Retirement Age or upon commencement of pension payments, the Trustees shall notify the Participant of the Plan rules governing suspension of benefits, including identity of the industries and area covered by the Plan. If benefits have been suspended and payment resumed, new notification shall, upon resumption, be given to the Participant, if there has been any material change in the suspension rule or the identity of the industries or area covered by the Plan.
 - (2) A Participant shall notify the Plan in writing within 30 days after starting any work of a type that is or may be disqualifying under the provisions of the Plan and without regard to the number of hours of such work (that is, whether or not less than 40 hours in a month). If a Participant has worked in disqualifying employment in any month and has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he worked for at least 40 hours in such month and any subsequent month before the Participant gives satisfactory notice that he has ceased disqualifying employment. The Participant shall have the right to overcome such presumption by establishing, to the satisfaction of the Trustees, that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

(3) If a Participant has worked in disqualifying employment for any number of hours for a contributing employer and he has failed to give timely notice to the Plan of such employment, the Trustees shall presume that he has engaged in such work for as long as the employer has been and remains actively engaged in the industry. The Participant shall have the right to overcome such presumption by establishing, to the satisfaction of the Trustees, that his work was not in fact an appropriate basis, under the Plan, for suspension of his benefits.

- (4) A Participant whose pension has been suspended shall notify the Plan when disqualifying employment has ended. The Trustees shall have the right to hold back benefit payments until such notice satisfactory to the Trustees is filed with the Plan.
- (5) A Participant may ask the Plan whether a particular employment will be disqualifying. The Plan shall provide the Participant with its determination.
- (6) The Plan shall inform a Participant of any suspension of his benefits by notice given by personal delivery or first class mail during the first calendar month in which his benefits are withheld. Such notice shall include a description of the specific reasons for the suspension, copy or citation to the relevant provisions of the Plan, reference to the applicable regulation of the U.S. Department of Labor and a statement of the procedure for securing a review of the suspension. In addition, the notice shall describe the procedure for the Participant to notify the Plan when his disqualifying employment ends. If the Plan intends to recover prior overpayment by offset under subsection (g)(1), the suspension notice shall explain the offset procedure, identify the amount expected to be recovered and the periods of employment to which they relate.
- (e) Review

A Participant shall be entitled to a review of a determination suspending his benefits by written request filed with the Trustees within 180 days of the notice of suspension. The standard of proof for any such review will be in accordance with Section 6.9 below.

(f) Wajver of Suspension

The same right of review set forth in Section 6.4 shall apply to a determination by or on behalf of the Pension Fund that certain employment is or will be disqualifying. The provisions of Section 6.4(e) shall also apply to all actions brought against the Trustees.

The Trustees may, from time to time, adopt by resolution objective standards under which benefits will not be suspended for engaging in specified types or categories of disqualifying employment, for the period specified in the resolution granting the exemption.

- (g) Resumption of Benefit Payments.
 - (1) Benefits shall be resumed for months after the last month for which benefits were suspended, with payments beginning no later than the third month after the last calendar month for which the Participant's benefit was suspended, provided the Participant has complied with the notification requirements of paragraph (d)(2) above.
 - (2) Overpayments attributable to payments made for any month or months for which the Participant had engaged in disqualifying employment shall be deducted from pension payments otherwise paid or payable subsequent to the period of suspension. A deduction from a monthly benefit for a month after the Participant attained Normal Retirement Age shall not exceed 25 per cent of the pension amount (before reduction), except that should resumption of benefits under subsection (1) above not take place during the first month following the last month of suspension, payments not made immediately after suspension shall be used to offset the overpayments made. If a Pensioner dies before recoupinent of overpayments has been completed, deductions shall be made from the benefits payable to his Beneficiary or spouse receiving a pension subject to the 25 percent limitation on the rate of dieduction.
- (h) No Suspension After Required Beginning Date.

No benefits shall be suspended under this Article for months starting on and after a Participant's Required Beginning Date as defined in Section 6.5(c).

5.8 BENEFIT PAYMENTS FOLLOWING SUSPENSION

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- (a) The monthly amount of pension when resumed after suspension shall be determined under paragraph (1) or (2), whichever is applicable, and adjusted for any optional form of payment in accordance with paragraph (3). Nothing in this section shall be understood to extend any benefit increase or adjustment effective after the Participant's initial retirement to the amount of pension upon resumption of payment, except to the extent that it may be expressly required by other provisions of the Pian.
 - If the pension was first payable after Normal Retirement Age, any resumption shall be at the same monthly amount.

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(2) If the pension was first payable before Normal Retirement Age, then the amount shall be determined as if it were then being determined for the first time, but on the basis of an adjusted age. The adjusted age shall be the age of the Participant at the beginning of the first month for which payment is resumed, reduced by (A) the months for which he had received benefits to which he was entitled and (B) the months for which his benefits were suspended because of Totally Disqualifying Employment, as defined in subsection (b) of Section 6.7. This amount shall be determined before adjustment, if any, for pension accrual based on re-employment, for changes in the Plan adopted after the Participant first retired, and for any offset because of prior overpayments.

- (3) A Husband and Wife Pension in effect prior to suspension of benefits shall remain effective if the Pensioner's death occurs while his benefits are in suspension. If a Pensioner has returned to Covered Employment, he shall not be entitled to a new election as to the Husband and Wife Pension even if he has the right to a recomputation of his pension amount.
- (b) A Pensioner who subsequently returns to Covered Employment for an insufficient period of time to complete a Year of Vesting Service shall not be entitled to a higher pension amount on subsequent termination of employment.
- (c) If a Pensioner completes a Year of Vesting Service after returning to Covered Employment, he shall, upon his subsequent retirement, be entitled to a recomputation of his pension amount to include any additional benefits earned following his reemployment at the benefit level applicable to such period of reemployment.

6.9 STANDARDS OF PROOF

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The Trustees shall be the sole judges of the standards of proof required in any case. The Trustees may at any time, by resolution doly adopted, appoint a committee for the hearing and consideration of any matter specified by the Trustees, and the decision of such committee shall be binding on all parties subject only to disapproval or modification by the Board of Trustees. All Pensioners, as a condition for continued receipt of a pension benefit, shall furnish, on request, a Social Security authorization to verify retirement as defined in these Rules and Regulations and shall furnish any information the Trustees deem necessary to verify retirement. The authorization and information request may be made every twelve (12) months. The Trustees may suspend any Pensioner's benefit if the Social Security and/or information requested are not furnished within the time period prescribed by the Trustees, there being a rebuttable presumption that the Pensioner is engaged in Disqualitying Employment.

ARTICLE VII - MISCELLANEOUS

7.1 NON-REVERSION

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It is expressly understood that assets of the Fund shall be used for the exclusive benefit of the Participants and Beneficiaries. In no event shall any corpus or assets of the Pension Fund revert to an Employer or Employers, or be subject to any claims of any kind or nature by an Employer or Employers, except in the case where a contribution is made to the Pension Fund by mistake of law or fact. If a contribution is made to the Pension Fund by mistake of law or fact. If a contribution is made to the Pension Fund by mistake of law or fact, the Plan Administrator may, at its discretion and within six months of discovering such mistake, return such contribution to the Employer or Employers.

7.2 LIMITATION OF LIABILITY

This Pension Plan has been established on the basis of an actuarial calculation which has established, to the extent possible, that the contributions will, if continued, be sufficient to maintain the Plan on a permanent basis, fulfilling the funding requirements of ERISA. Except for liabilities which result from provisions of ERISA, nothing in the Plan shall be construed to impose any obligation to contribute beyond the obligation of the Employer to make contributions as stipulated in its Written Agreement with the Union.

There shall be no liability upon the Trustees individually, or collectively, or upon the Union to provide the benefits established by the Pension Plan, if the Pension Fund does not have assets to make such payments.

7.3 NEW EMPLOYERS

If an Employer is sold, merged or otherwise undergoes a change of company identity, the successor company shall participate as to the Employees therea(ter covered by the Pension Plan just as if it were the original company, provided it remains a Contributing Employee as defined in Section 1.6.

No new employer may be admitted to participation in the Pension Fund and this Pension Pian except upon approval by the Trustees. The participation of any such new Employer shall be subject to such terms and conditions as the Trustees may lawfully prescribe including, but not limited to, the imposition of a waiting period in connection with the commencement of benefits, a requirement for retroactive contributions, or the application of modified benefit conditions. The Trustees shall take into account such requirements as they, in their sole discretion, may doen necessary to preserve an equitable relationship with the contributions required fram other participating Employers and the benefits provided to their Employees.

7.4 TERMINATED EMPLOYER

If an Employer's participation in the Pension Fund terminates, the Trustees are empowered to cancel any obligation of the Pension Fund with respect to that part of any pension for which a person was made eligible on the basis of employment with the Employer prior to that Employer's first Contribution Period. Neither shall the Trustees, the Employers who remain as Contributing Employers, nor the Union be obliged to make such payments.

If an Employer fails to make contributions when due, the Trustees may, by resolution, terminate the Employer as a Contributing Employer.

7.5 TERMINATION

The Trustees shall have the right to discontinue or terminate this Plan in whole or in part. In the event of a termination of this Plan the rights of all affected Participants to benefits then accrued, to the extent then funded, shall thereupon become 100% vested and nonforfeitable. Upon a termination of the Plan, the Trustees shall take such steps as they deem necessary or desirable to comply with Sections 4041(A) and 4281 of ERISA.

7.6 AMENDMENT

This Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement and these Rules and Regulations. However, no amendment may decrease the accrued benefit of any Participant, except:

- (a) As necessary to establish or maintain the qualification of the Plan or the Trust Fund under the Code and to maintain compliance of the Plan with the requirements of ERISA, or
- (b) If the amendment meets the requirements of ERISA § 302(d)(2) and Code § 412(d)2), and the Secretary of Labor has been notified of such amendment and has either approved of it or, within 90 days after the date on which such notice was filed, has he failed to disapprove, or
- (c) If permitted by law, and the Trustees determine, in their sole discretion, that such decrease of accrued benefits is necessary to maintain the financial stability of the Fund.

7.7 MERGERS

In the case of any merger or consolidation with, or transfer of assets or liabilities to any other plan each Participant shall (if the Plan then terminated) receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit he would have been entitled to receive immediately before the merger, consolidation, or transfer (if this Plan had then terminated). This section shall apply to the extent determined by the Pension Benefit Guaranty Corporation.

7.8 INCOMPETENCE OR INCAPACITY OF A PENSIONER OR BENEFICIARY

If it is determined to the satisfaction of the Trustees that a Pensioner or Beneficiary is unable to care for his affairs because of mental or physical incapacity, any payment due may be applied, in the sole discretion of the Trustees, to the maintenance and support of such Pensioner of Beneficiary or to such person as the Trustees in their sole discretion find to be the reasonably predicated expectation of the Pensioner or Beneficiary in the manner decided by the Trustees, unless, prior to such payment, claim shall have been made for such payment, by a legally-appointed guardian, committee, or other legal representative appropriate to receive such payments on behalf of the Pensioner or Beneficiary.

7.9 NON-ASSIGNMENT OF BENEFITS

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No Participant, Pensioner or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alignate, transfer, encumber, pledge, mortgage, hypothecate, anticipate, or impair in any manner his legal or beneficial interest, or any interest in assets of the Pension Fund, or benefits of this Pension Plan. The Pension Fund shall not be liable for the debts of any Participant, Pensioner or Beneficiary entitled to any benefits under this Plan and no assets of the Fund shall be subject to attachment or execution or process in any court action or proceeding

- (a) Notwithstanding the foregoing, paragraph (a) shall not prelude:
 - Any benefits from being paid in accordance with the requirements of any Qualified Domestic Relations Order; and
 - (2) Any offset of ε participant's benefits as provided under Code § 401(a)(13) with respect to:
 - a judgment or conviction for a crime involving the Plan;
 - (ii) a civil judgment, consent order or decree in an action for breach or alleged breach of fiduciary duty under ERISA involving the Plan; or
 - (iii) a settlement agreement between the Participant and either the Secretary of Labor or the Pension Benefit Guaranty Corporation in connection with a breach of fiduciary duty under ERISA by a fiduciary or any other person, which court order, judgment, decree or agreement is issued or entered into on or after August 5, 1997 and specifically requires the Plan to offset against a Participant's benefits.

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- (3) However, an offset under Code § 401(a)(13) against a married Participant's benefits shall be valid only if one of the following conditions is satisfied:
 - if written spousal consent is obtained;
 - (ii) the spouse is required by a judgment, order, decree or agreement to pay the Pian any amount; or
 - (iii) a judgment, order, decree or agreement provides that the sponse shall receive a survivor annuity, as required by Code § 401(a)(12), determined as if the Participant terminated employment on the offset date (with no offset to his benefits), to begin on or after Normal Retirement Age, and providing a S0% qualified joint and survivor annuity and a qualified preretirement survivor annuity based on the 50% qualified joint and survivor annuity.
- (b) Notwithstanding the foregoing, paragraph (a) shall not preclude;
 - (1) The Trustees' recomponent of an overpayment of any benefit made to a Participant. Such recomponent may be made by the Trustees, in their sole discretion, and as permitted by law, by offsetting all or any portion of benefits payable to the Participant after such overpayment is made. Should the participant die before full reimbursement of the overpayment, the Trustees may complete recomponent by offsetting all or part of any payment due to a spouse, beneficiary or dependent including a former spouse designated as a "surviving spouse" pursuant to a QDRO. However, no offset can be effectuated by offsetting the benefit of a former spouse, by virtue of a QDRO granting a "separate interest annoity" rather than a "shared interest" in the Participant's benefit.
 - (2) As an alternative to recouprient of an overpayment by offsetting future payments as described in paragraph (1) above, the Trustees may reduce the amount of a Participant's benefit in the future to an amount determined by the Fund's actuary so that the actuarial present value of the monthly reduction equals the overpayment plus interest (at a rate determined to be reasonable by the Trustees).

7.10 NO RIGHT TO ASSET\$

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No person other than the Trustees of the Pension Fund shall have any right, title or interest in any of the income, or property of any funds received or held by or for the account of the Pension Fund, and no person shall have any right to benefits provided by the Pension Plan except as expressly provided herein.

7.11 LAWS APPLICABLE

The Plan is intended to comply with ERISA and with the requirements for tax qualification under the Code and all regulations thereunder, and is to be interpreted and applied consistently with that intent.

ARTICLE VIII - PRO-RATA PENSIONS - LOCAL RECIPROCAL AGREEMENTS

8.1 PURPOSE

Pro-Rata Pensions are provided under this Plan for persons who would otherwise he ineligible because their years of employment have been divided between Covered Employment and employment covered by another pension plan or whose pensions would otherwise be in less than the full amount because of such division of employment.

8.2 RELATED PLANS

By resolution duly adopted, the Trustees may recognize another pension plan as a Related Plan.

8.3 COMBINED PENSION CREDITS

Pension (service) credits accumulated and maintained by a person who elects to retire with a Pro-Rata Pension under a Related Plan shall be recognized under this Plan as Related Pension Credits. The total of a person's Related Pension Credits and the Pension Credits which he has accumulated and maintained directly under this Plan (referred to in this Article as 807 Pension Credits) shall be known as his Combined Pension Credits. For purposes of this Plan, the term Related Pension Credits does not include:

- service disregarded under the terms of the Related Plan;
- (b) Any service under a Related Plan if the Participant fails or refuses to accept a Pro-Ruta Pension upon retirement under such Related Plan.

8.4 ELIGIBILITY

- (a) An Employee shall be eligible (or a Pro-Rata Pension under this Plan if he mosts all of the following requirements:
 - (i) he would be eligible for an immediate retirement benefit under this Plan if his Combined Pension Credits were treated as 807 Pension Credits;
 - (2) he has credit for at least eight quarters of 807 Pension Credits based on actual employment after August 31, 1952, except that no more than two such quarters shall be required if he has credit for at least six quarters based on actual employment under the coverage of a Related Fund or Funds after August 31, 1952; and
 - (3) he is found entitled to a Pro-Rata Pension from the Related Plan under which he is last covered before his retirement.

- (b) The Pension Fund under which an Employee is "fast covered before his retirement" shall be deemed to be the following:
 - (1) The Pension Fund associated with the local Union of which he is a member at the time of, or immediately prior to, his retirement, or, if he is not then a member of any such local Union, then
 - (2) The Pension Fund covering the Employee's employees where he was principally employed during the period of 36 consecutive calendar months immediately preceding his retirement.
- (c) A pension is not payable to him from a Related Pension Plan independently of its provisions for Pro-Rata Pension (or its equivalent provisions, regardless of name). An employee who is otherwise eligible for such a non-Pro-Rata Pension may fulfill this requirement by electing not to apply for, or by waiving, such other pension.
- (d) The rule with respect to breaks in service shall be applied to determine whether prior Combined Pension Credit shall be cancelled, but Related Pension Credits shall be considered in determining whether a break has necurred.
- (c) If an Employee is eligible for more than one type of pension under this Plan, be shall be entitled to elect the type of pension he is to receive.

8.5 BENEFIT AMOUNT

- Pro-Rata Pension Amount. The amount of the Pro-Rata Pension shall be determined as follows:
 - (1) The amount of pension to which the Employee would be entitled under this Plan taking into account his Combined Service Credit (as if all such credit was earned while under this Plan) shall be determined, then
 - (2) The amount of service credit earned with the Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the Employee since January 1, 1955, then
 - (3) The fraction so determined in (b) shall be multiplied, by the pension amount determined in (a) (the Pro-Rata Portion). The amount of the Pro-Rated Portion shall then be added to any benefit accrued after February 1, 2010 pursuant to Sections 3.2(b)-(d) above. The total sum shall constitute the amount of the Pro-Rata Pension.

- (b) "Actual employment since September 1, 1952 for which an Employer has contributed" to this or to a Related Pension fund shail include:
- (c) Periods of employment for which the Employer was obligated by its Written Agreement to contribute, even though such contributions were not actually paid;
- (d) Periods of employment after September 1, 1952 but before the Employer became obligated to contribute to the Pension Fund, provided the employment was in a job classification subsequently covered by an obligation on the Employer to contribute; but only to an extent that the provision of such Pension Plan granted pension credit for such prior periods;

8.6 NON-DUPLICATION OF CREDITS

- (a) In determining the benefit amount under Section 8.5(a)(i), an Employee shall not receive more in Combined Pension Credit for any given quarter or year than he would receive in pension credit if all of his televant employment were under the coverage of a single plan (whether it be this Plan or one of the Related Plans under which he has worked) which would grant him the greatest amount of credit for that particular period.
- (b) If in a particular Pension Quarter an Employee has not had a sufficient number of days (or other contribution unit) of Covered Employment to be credited with that quarter as Pension Credit from this Fund, but he would have sufficient credit if his days (or other contribution unit) of employment under the coverage of a Related Pension Plan were combined with those in Covered Employment, he shall be credited with that quarter as a quarter of Combined Pension Credit.

8.7 PAYMENT

Payment of a Pro-Rata Pension shall be subject to all conditions applicable to the commencement of a pension benefit under this Plan, including without limitation, the requirement for retirement as defined herein.

8.8 HONORING OF PENSION CREDITS

The Trustees shall credit quarters of Related Pension Credit on the basis of the rules, procedures and/or'determinations made by the Related Plan under which the relevant employment occurred.

8.9 RECIPROCAL FUNDS

The Related Pension Plans which have reciprocal agreements with this Fund are those identified or associated with the following Teamster Local Unions. 27, 138, 202, 282, 478, 560, 617, 641, 701, 707, 804, 814, 816, 824, 851 and Local Union 1730 of the ILA.

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ARTICLE IX - PARTIAL PENSION - NATIONAL RECIPROCAL AGREEMENT

9.1 PURPOSE

Partial Pensions are provided under this Plan for Employees who would otherwise lack sufficient service credit to be eligible for any pension because their years of employment were divided between different pension plans or, if eligible, whose pensions would be less than the full amount because of such division of employment.

9.2 RELATED PLANS

By resolution duly adopted, the Trustees recognize one or more other Pension Plans, which have executed a Reciprocal Agreement to which this Plan is a party, as a Related Plan.

9.3 RELATED SERVICE CREDITS

Service credits accumulated and maintained by an employee under a Related Plan shall be recognized under this Plan as Related Service Credits. The Trustees shall compute Related Service Credits on the basis on which that credit has been earned and credited under the Related Plan and certified by the Related Plan to this Plan.

9.4 COMBINED SERVICE CREDIT

The total of an Employee's service credit under this Plan and Related Service Credit together comprise the employee's Combined Service Credit. Not more than one year of Combined Service Credit shall be counted in any calendar year.

9.5 ELIGIBILITY

An Employee shall be eligible for a Partial Pension under this Article if he satisfies all of the following requirements:

- (a) He would be eligible for any type of pension under this Plan (other than a Partial Pension) if his Combined Service Credit were treated as service credit under this Plan; and
- (b) In addition to any other requirements necessary to be eligible under (a), he has, under this Plan, at least two years of service credit based on actual employment after his effective date of coverage; and
- (c) He is found to be (1) eligible for a partial pension from a Related Plan and (2) eligible for a partial pension from the Terminal Plan. The Terminal Plan shall be deemed to be the Plan associated with the local union which represents the employee at the time of, or immediately prior to, his retirement. If at the time the employee was not represented by any one such local Union, then the Terminal Plan is the one to which the bulk of contributions were paid on

behalf of the Employee in the 36 consecutive calendar months immediately preceding his retirement; and

(d) A pension is not payable to him from a Related Plan independently of its provisions for a Partial Pension. However, an Employee who is entitled to a pension other than a Partial Pension from this Plan or a Related Plan may elect to waive the other pension and qualify for the Partial Pension.

9.6 BREAKS IN SERVICE

In applying the rules of the Plan with respect to cancellation of service credit, any period in which an Employee has earned Related Service Credit shall not be counted in determining whether there has been a period of no Covered Employment sufficient to constitute a break in service. Employment not covered by a Related Plan or Terminal Plan for less than five years shall not constitute a break in service.

9.7 ELECTION OF PENSIONS

If an Employee is eligible for more than one type of pension under this Plan, he shall be entitled to elect the type of pension he is to receive.

9.8 PARTIAL PENSION AMOUNT

The amount of the Partial Pension shall be determined as follows:

- (a) The amount of pension to which the Employee would be eatitled under this Plan taking into account his Combined Service Credit (as if all such credit was earned while under this Plan) shall be determined, then
- (b) The amount of service credit carned with the Plan since January 1, 1955, shall be divided by the total amount of Combined Service Credit earned by the Emptoyee since January 1, 1955, then
- (c) The fraction so determined in (b) shall be multiplied by the pension amount determined in (a) (the Pro-Rata Portion). The amount of the Pro-Rated Portion shall then be added to any benefit accrued after February 1, 2010 pursuant to Sections 3.2(b)-(d) above. The total sum shall constitute the amount of the Partial Pension.

9.9 PAYMENT OF PARTIAL PENSIONS

The payment of a Partial Pension shall be subject to all of the conditions contained in this Plan applicable to other types of pensions including, but not limited to, retirement as herein defined and timely application. Partial Pension payments subject to this article shall be limited to monthly pension payments to a Pensioner or to monthly payments or death benefits to the survivor of a Pensioner.

9.10 NATIONAL RECIPROCAL AGREEMENT SIGNATORIES

The pension funds that are signatories to the National Reciprocal Agreement are the following:

Trucking Employees of North Jersey Welfare fund, Inc. Pension Fund Jersey City, N. J. (IBT Locals 560)

Teamsters Local 641 Pension Fund

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Warehouse Local 570 Pension Fund (Baltimore, Md.)

Local Union 469 Pension Trust Fund (Perth Amboy, N.J.)

Pension Pund Local 445 (Yonkers, N.Y.)

Road Carriers Local 707 Pension Fund (Hempstead, NY)

New England Teamsters and Trucking Industry Pension Fund (Mass., Conn., R.I., ME., N.H., Vt.) (Local Unions 25, 42, 49, 59, 64, 82, 122, 145, 170, 191, 251, 340, 379, 404, 437, 443, 493, 504, 526, 536, 559, 597, 633, 653, 671, 677, 686, 735, 829, 841)

Connecticut Baking-Milk Industry Teamsters Union Pension Fund (Local Unions 145, 677, 443, 191). (Merged with New England).

Teamsters Local 536 Pension Fund (Wethersfield, Conn.) (Merged with New England).

New England Teamsters and Baking Industry Pension Fund (Local Unions 42, 64, 170, 340, 404, 493, 494, 559, 653, 686) Methuen, Mass. (Morged with New England).

Bakery Drivers Local 550 and Industry Pension Plan.

Freight Drivers and Helpers Local Union 557 Pension Fund (Baltimore, Md.)

Bakery Drivers Local 485 Pension Fund (Pirtsburgh, Pa.)

Teamsters Joint Council 83 of Virginia Pension Fund (Local Unions 22, 29, 171, 322, 539, 592, 822).

Teamsters Construction Industry and Miscellaneous Pension Fund (Pittsburgh, Pa.) (Local Unions 249, 341, 872, 36, 397, 453, 564, 538, 491, 963, 116, 585, 261).

Local 295 Employer Group Pension Trust Fund (NYC)

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Warchouse Employee's Union Local 169 and Employers Joint Pensions Fund (Also, Locals 676 and 384) - Philadelphia, Pa. and vicinity.

Teamsters Local Unior, 211 Pension Fund (Pittsburgh, Pa.)

Cumberland, Maryland Area Teamsters Pension Fund (Local 453)

Hagerstown Motor Carriers and Teamsters Pension Plan (Local 992) (Hagerstown, Md.)

Teamsters Local 660 Pension Fund (Jersey City, N.J.)

Central Pennsylvania Teamsters Pension Fund (Local Unions 229, 312, 401, 429, 430, 764, 765, 771, 773, 776) (Reading, Pa.)

Warehouse Employers Pension Fund (Local 544) (Minneapolis, Minn.)

Teamsters Local Union 491 and Industry Pension Fund (Uniontown, Pa.)

Employer-Teamsters Joint Council 84 Pension Fund (Local Unions 175, 505, 789) (Charleston, W. Va.)

Western Pennsylvania Teamsters and Employers Pension Fund (Local Unions 30, 110, 205, 211, 249 250, 261, 275, 397, 453, 538, 564, 585, 635, 636, 872 926, 944, 963) (Pittsburgh, Pa.)

New York Central Teamsters Pension Fund. (Local Unions 294, 295, 449, 693, 917) (Englewood, N.I.)

Local 364 Sales Drivers and Industry Pension Fund (South Bend, Ind.)

Teamsters Allied Pension Fund of Maryland (Local 311) (Baltimore, Md.)

Local Union 710 Pension Fund (Chicago, IL)

Local 852 General Warehousemen's Union Pension Fund (New York, NY.) (Merged into Local 202) (Separate entity from Union Pension Fund of Local 202)

New York State Teamsters Conference Pension and Retirement Fund (Local Unions 65, 118, 182, 232, 294, 317, 375, 398, 449, 506, 529, 648, 649, 687, 593) (Utica, N.Y.)

Central States, Southeast and Southwest Areas Pension Plan (Chicago, IL)

Teamsters Pension Trust Fund of Philadelphia and Vicinity (Local Unions 107, 326, 312, 384, 331, 470, 676, 929, 513, 500, 628, 161)

Bakery Drivers Local 802 Pension Fund (Long Island City, N.Y.)

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Dairy Employees Local 316 Pension Fund (Syracuse, N.Y.)

Upstate New York Bakery Drivers and Industry Pension Fund (Local Unions 65, 316, 529, 669, 687, 791 and Engineers Local 71-71A) (Syracuse, N.Y.)

United Wire, Metal and Machine Pension Fund (Local 810) (Long Island City, NY)

Teamsters Local 876 Pension Fund (Salisbury, Md.)

Teamsters Local 277 Pension Fund (NYC)

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Bakery Drivers and Salesmen Local J94 and Industry Pension Fund (Union, N.J.)

Pension Trust Fund - Local Union 27 (NYC)

Teamsters Local Union 210 Pension Fund (NYC)

Local 805 Pension and Retirement Fund (NYC)

Local 816 Labor and Management Pension Trust Fund (NYC)

Pension Fund of the NYC Tracking Industry Local 807 (NYC)

Pension Fund of the Albany Area Trucking and Alöed Industries, Local 294 (Albany, N.Y.)

Local 804 Pension Fund (Long Island City, N.Y.)

Local 917 Pension Fund (NYC)

Teamsters Construction Industry & Miscellaneous Pension Fund (Local 453) (Comberland, Md.)

Teamsters Union No. 142 Pension Fund (Gary, Ind.)

Private Sanitation Union Local 813 Pension Fund (NYC)

Local 1034 Pension Fund (NYC)

Local 868 International Brotherhood of Teamsters Pension Fund (NYC)

Teamsters Local 639 - Employers Pension Trust (Local Unions 639, 922) (Washington, D.C.)

Teamsters Local 408 Pension Fund (Union, N.J.)

Johnstown Bakers' and Teamsters Union Pension Fund (Locals 110, 453) (Johnstown and Bedford, Pa.)

Local 282 Pension Trust Fund (Lake Success, NY)

Bakery and Sales Drives' Local Union 33 Industry Pension Fund (Washington, D.C.)

Local 1205 Pension Fund (Brooklyn, N.Y)

Bakery Drive Local 52 and Industry Pension Fund (Cleveland, Ohio)

West Chester Moving and Storage Industry Pension Fund, Local 445 (Yonkers, N.Y.)

Teamsters Local 814 Pension Fund (Long Island City, N.Y.)

Local 840 Pension Fund (NYC)

Local 918 Pension Fund (Brooklyn, N.Y.)

Local 617 Pension Fund (Ridgefreld, NJ)

Teamsters Local 31? Pension Fund of Maryland (Baltimore, MD)

Teamsters Local 84 Pension Fund (Industrial) (Ft. Lee, NJ)

NOTE: The above list is subject to modification. It is not a guarantee that these Funds will be parties to the national reciprocal agreement at the time of retirement. Additional Funds may also become parties between the date of this printing and the date of your retirement.

ARTICLE X - MAXIMUM BENEFITS

Notwithstanding any provision in the Plan to the contrary, benefits shall be limited in accordance with Code § 415 and the Treasury Regulations thereunder, the provisions of which are incorporated by reference. For this purpose, the Limitation Year shall be the Plan Year and Compensation shall be as defined in Treasury regulations section 1.415(c)-2(d)(3)

The annual benefit shall be adjusted so that it does not exceed the maximum permissible amount for that limitation year.

In addition, the benefit earned or accrued in any Limitation shall be adjusted but only to the extent necessary to satisfy Code § 415 so that the benefit accrued does not exceed the maximum permissible amount that may be accrued or earned in that limitation year.

In the event that benefits of this Plan must be aggregated with benefits of another plan to determine compliance with Code § 415, the benefits of the other plan shall be adjusted to the extent necessary to comply with Code § 415.

For purposes of satisfying the requirements of Code § 415, the conversion of an analytic that is not subject to Code § 417(e) shall be determined as the greater of the equivalent annual benefit using either: (a) interest and mortality based on the Plan's factors; or (b) using interest at 5% and the applicable mortality table under Revenue Ruling 2001-62 or any successor thereto.

The conversion of an annuity that is subject to Code § 4[7(e) shall be determined in accordance with the following:

For distributions made in Plan Years prior to January 1, 2006: the greater of the equivalent annual benefit using either: (i) the interest and mortality based on the Plan's factors; or (ii) the annual interest rate for 30-year Treasury securities as specified by the Commissioner of the laternal Revenue Service for the month immediately preceding the first month of the Plan Year in which a distribution occurs and the applicable mortality table under Revenue Ruling 2001-62 or any successor thereto. Notwithstanding the foregoing, for purposes of the foregoing adjustment, for Plan Years beginning in 2004 and 2005, the interest rate for (ii) above shall not be less than 5.5%.

For distributions made in Plan Years on or after January 2, 2006 the greater of the equivalent annual benefit using either: (i) the interest and mortality based on the Plan's factors; (ii) the annual interest rate for 30-year Treasury securities as specified by the Commissioner of the Internal Revenue Service for the month immediately preceding the first month of the Plan Year in which a distribution occurs and the applicable mortality table under Revenue Ruling 2001-62 or any successor thereto; or (iii) the interest rate that would provide a benefit of not more than 105% of the benefit that would be provided if the applicable interest rate as defined in Code § 417(c)(3) and the applicable mortality table described in Code § 417(c)(3)(B).

ARTICLE XI - MINIMUM DISTRIBUTION REQUIREMENTS

11.1 GENERAL RULES

- (a) Effective Date. The provisions of this Article will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year?
- (b) Precedence.
 - The requirements of this Article will take precedence over any inconsistent provisions of the Pian.
 - (2) Except to the extent inconsistent with this Article, all distribution options provided under the Plan are preserved.
 - (3) This Article does not authorize any distribution options not otherwise provided under the Plan.
- (c) Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under section 401(a)(9) of the Code.
- (d) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Article, other than this Subsection (d), distributions may be made under a designation made before January 1, 1984, in accordance with section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act ("TEFRA") and the provisions of the plan that relate to section 242(b)(2) of TEFRA.

11.2 TIME AND MANNER OF DISTRIBUTION

- (a) Required Beginning Date. The participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date.
- (b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70%, if later.

- (2) If the Participant's surviving spouse is not the Participant's sole Designated Reneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
- (3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Section 11.2, other than Section 11.2(b)(i), will apply as if the surviving spouse were the Participant.

For purposes of this Section 11.2 and Section 11.5, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 11.2(b)(iv) applies, the date distributions are required to begin to the surviving spouse under Section 11.2(b)(i)). If annuity payments irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section 11.2(b)(i), the date distributions are considered to begin is the date distributions actually commence.

(c) Form of Distribution.

Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first distribution calendar year distributions will be made in accordance with Section 11.3, 11.4 and 11.5 of this Article.

11.3 DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR.

- (a) General Annuity Requirements. If the Participant's interest is paid in the form of simulty distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (3) the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 11.4 or 11.5.

- (3) once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the inaximum permitted;
- (4) payments will either be non-increasing or increase only as follows:
 - by an annual percentage that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
 - (ii) to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the beneficiary whose life was being used to determine the distribution period described in Section 11.4 dies or is no longer the Participant's beneficiary pursuant to a qualified domestic relations order within the meaning of section 414(p);
 - (iii) to provide cash refunds of employee contributions upon the Participant's death; or
 - (iv) to pay increased benefits that result from a Plan amendment.
- (b) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under Section (1.2(b)(i) or (ii)) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.
- (c) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

11.4 REQUIREMENTS FOR ANNUITY DISTRIBUTIONS THAT COMMENCE DURING PÁRTICIPANT'S LIFETIME

(a) Joint Life Annuities. Where the Beneficiary is Not the Participant's Spouse. If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a conspouse beneficiery.

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annuity payments to be made on or after the Participant's Required Beginning Date to the Designated Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations as adjusted in the manner set forth in Q&A-2(c) of that regulation. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a preceding sentence will apply to annuity payments to be made to the Designated Beneficiary after the expiration of the period certain.

(6) Period Certain Annuities, Unless the Participant's spouse is the sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain for an arruity distribution commoncing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(2)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the Annuity Starting Date procedes the year inwhich the Participant reaches age 70, the applicable distribution period for the Perticipant is the distribution period for age 70 under the Uniform Lifetime. Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's spouse is the Participant's sole Designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not expeed the longer of the Participant's applicable distribution period, as determined under this Section 11.04(b), or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the calendar year that contains the Annuity Starting Date.

11.5 REQUIREMENTS FOR MINIMUM DISTRIBUTIONS WHERE PARTICIPANT DIES BEFORE DATE DISTRIBUTIONS BEGIN.

- (a) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a Designated Beneficiary, the Participant's entire interest will be distributed, beginning so later than the time described in Section 11.2(b)(i) or (ii), over the life of the Designated Beneficiary or over a period censin not exceeding:
 - (1) unless the Annuity Sharing Date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

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- (2) If the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the Designated Beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the Annuity Starting Date.
- (b) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death
- (c) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, the Participant's surviving spouse dies before distributions to the surviving spouse begin, this Subsection 11.05 will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to Section 11.2(b)(i).

11.6 DEFINITIONS

- (a) Designated Beneficiary. The individual who is designated as the beneficiary as defined in Article I, Section 3 of the Plan and is the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations.
- (b) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately proceeding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin pursuant to Section 11.2(b).
- (c) Life expectancy. Life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.
- (d) Required Beginning Date. The date specified in Section 6.5(e) of the Plan.

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IN WITNESS WHEREOF, the Trustees have exceed this Accord to 10^{-1} be executed this $_ 112^{\frac{1}{2}}$ day of March, 201

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FIRST AMENDMENT TO THE LOCAL 807 LABOR-MANAGEMENT PENSION FUND

This FIRST AMENDMENT TO THE LOCAL 607 LABOR-MANAGEMENT PENSION FUND (the "Plan") is made on this 29th day of June, 2018, by the BOARD OF TRUSTEES of the LOCAL 807 LABOR-MANAGEMENT PENSION FUND (the "Trustees").

WHEREAS, the Plan was most recently amended and restated as of June 1, 2013; and

WHEREAS, Section 7.6 of the Plan permits the Trustees to amend the Plan at any time, including, under subsection 7.6(c), to amend the Plan as permitted by law if the Trustees determine that such amendment is necessary to maintain the Plan's financial stability; and

WHEREAS, to maintain such financial stability, the Trustees desire to amend the Plan's rules to implement a suspension of Pensioners' benefits, in connection with the Trustees' application for Treasury Department approval of such suspension under Section 201 of the Multiemployer Pension Reform Act of 2014,

NOW THEREFORE, BE IT RESOLVED, that the Plan, as amonded and restated effective as of June 1, 2013, is hereby further amonded as follows:

Effective May 1, 2019, new Article XII is added to the Plan at the end thereof to read as follows:

"ARTICLE XII-SUSPENSION OF BENEFITS

12.1 GENERAL RULES

- (a) Monthly pension benefit payments of any type under the Plan payable to any Pensioner or Beneficiary who is in pay status as of May 1, 2019, will be reduced by 39.5% as of that date.
- (b) Monthly pension henefit payments of any type under the Plan, which are being made to any person who first enters into pay status and first becomes a Pensioner or Beneficiary receiving payments after May 1, 2019, and which are attributable to benefits earned under the Plan as of May 1, 2019, will be reduced by 39.5% as of the date on which he or she first enters into pay status, with the reduction applied to payments made in the form in which the pension is to be paid.
- (c) In the case of any Participant whose monthly pension benefit payments are reduced under (b), if the Participant carned more than 25 Pension Credits at retirement, then following the date of the reduction, the portion of the Participant's monthly pension benefit associated with Pension Credits up to 25

will he based on the highest 25 years of benefits accruals, including the benefit accruals that have been reduced by 39.5%.

12.2 EXCEPTIONS TO THE GÉNERAL RULES/APPLICATION OF THIS AMENDMENT

- (a) In the case of a Pensioner or Beneficiary who is at least age 75 as of the end of the month in which occurs the later of May 1, 2019 or the date on which he or she first enters into pay status, the following shall apply: The reduction of such Pensioner's or Beneficiary's monthly pension benefit payments under Section 12.1 cannot exceed the applicable percentage of the maximum suspendable benefit. For this purpose, the "maximum suspendable benefit", with respect to any Pensioner or Beneficiary, is the amount by which his or her monthly pension benefit payments would be reduced under Section 12.1 above if not for this Section 12.2(a). The "applicable percentage" is the percentage obtained by dividing (i) the number of months during the period which begins with the month after the month in which occurs the later of May 1, 2019 or the date on which the Pensioner or Beneficiary first enters into pay status, and which ends with the month during which the Pensioner or Beneficiary attains the age of 80, by (ii) 60.
- (b) In no event shall any reduction under Section 12.1 apply to any Pensioner who is receiving a disability pension benefit, or to any Pensioner of Beneficiary who is at least age 80 as of the end of the month in which occurs the later of May 1, 2019 or the date on which he or she first enters pay status.
- (c) In no event shall any Pensioner's or Beneficiary's monthly pension benefit be reduced below 110% of the monthly PBGC-guaranteed benefit that applies to such Pensioner.
- (d) No more than one reduction shall be made with respect to the monthly pension benefit payments of any Participant. In the case of any alternate payee under a Qualified Domestic Relations Order (a "QDRO"), who is receiving payments under the QDRO at the time that a reduction under Section 12.1 above would be made to the monthly pension benefit payments of the Participant covered by the QDRO, the reduction shall be applied separately to the payments made by the Plan to the Participant (after application of the QDRO) and the payments made by the Plan to the alternate payee under the QDRO (as if he or she was a Participant). The reduction made to the payments to the alternate payce will be subject to the limits of this Section 12.2, as modified by Treas. Reg. Sec. 1.432(c)(9)-1(d).

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(c) This rules in this First Amendment will apply, notwithstanding any provision elsewhere in the Plan to the contrary. However, in no event shall this First Amendment be effective unless the Treasury Department issues a final authorization to suspend, benefits in accordance with the applicable regulations, prior to May 1, 2019.

IN WITNESS THEREOF, the Trustees have caused this FIRST AMENDMENT to the Plan to be executed as of the date first above written.

EMPLOYER TRUSTEES

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UNION TRUSTEES



LOCAL 807 LABOR - MANAGEMENT

PENSION PLAN

SUMMARY PLAN DESCRIPTION 2016

Local 807 Labor-Management Benefit Funds

32-43 49th Street

Long Island City, New York 11103

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LOCAL 807 LABOR-MANAGEMENT PENSION FUND

32-43 49th Street Long Island City, NY 21103 Phone: (718) 274-5353 Fax: (718) 956-6369

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CONSULTANTS AND ACTUARIES The Segal Company

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BOARD OF TRUSTEES

Union Trustees

Mr. John Sullivan President Local Union No. 807, I.B.T. 32-43 49th Street Long Island City, NY 11103

Mr. Anthony Starz Secretary-Treasurer Local Union No. 807, I.B.T. 32-43 49th Street Long Island City, NY 11103

Mr. Luis Herrera Vice-President Local Union No. 807, I.B.T. 32-43 49th Street Long Island City, NY 11103 Employer Trustees Mr. John Zak CEO Airweld, Inc. 94 Marine Street Farmingdale, NY 11735

Mr. Anthony Zapulla McKinney Welding Supply Co., Inc. 535 West 52nd Street New York, NY 10019

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Mr. Allen Swerdlick Kameo Supply Corporation 80 21" Street Brooklyn, NY 11232

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Dear Participant:

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We are pleased to provide you with this booklet summarizing the provisions of the Local 807 Labor-Management Pension Fund (the "Plan"). The Plan is a defined benefit plan, designed to pay you benefits at your retirement.

This booklet describes the main features of the Plan and is called a Summary Plan Description ("SPD"). As you look through it, you will learn how and when you can become a participant in the Plan, how you earn credit for a pension benefit, the forms of benefits available under the Plan and when they are payable, and the circumstances under which you can lose credit that you have earned towards a pension benefit.

To make this information as clear as possible, every effort has been made to write this SPD in a plain, straightforward manner. Please read this SPD carefully and show it to your family. It is important for your family to be aware of the benefits available to you under the Plan, including the Plan's survivor protection features.

In translating from legal language to everyday English, we have done our best to explain everything correctly. However, this SPD is not a substitute for the official Plan documents and does not change or otherwise alter the terms of the Plan. If there are any discrepancies between this SPD and the Plan documents, the language of the Plan documents is controlling in all cases. The Plan rules and regulations, and other official Plan documents, such as the trust agreement under which the Plan was established and applicable collective bargaining agreements, are available for your inspection at the Plan Office.

You may direct any questions you may have about your benefits to the Office of the Plan's Fund Manager.

Sincerely,

The Board of Trustees

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Introduction

The "Plan" is maintained under collective bargaining agreements between certain employers and Truck Drivers Local Union No. 807, affiliated with the International Brotherhood of Teamsters (the "Union"). These agreements require the employers to contribute to the Plan on behalf of their employers covered by the collective bargaining agreements. Each such employer is referred to in this SPD as a "Contributing Employer." The Plan is completely financed by contributians from Contributing Employers. You pay nothing.

You may participate in the Plan if you work for a Contributing Employer or for this Plan, the Local 807 Labor-Management Health Fund, the Local 807 Annuity Fund, or the Union. Under some circumstances, you may participate in the Plan if you are a leased employee. Such employment is referred to as "Covered Employment." Upon written request, the Plan Office will provide you with information as to whether an employer is a Contributing Employer under the Plan. When this booklet refers to "you," it assumes that you are an employee covered by the Plan.

The Plan is administered exclusively by a Board of Trustees (the "Trustees") consisting of representatives of the Union and of the Contributing Employers. The Union Trustees and the Employer Trustees have equal voting rights and serve without compensation. The Trustees have the sole power and discretionary authority to construe and interpret the terms of the Plan, and no individuals have any authority to interpret the Plan (or other applicable documents) or to make any promises to you about it, including any claim for benefits.

The Plan has been determined to be tax-qualified by the Internal Revenue Service. The contributions made by Contributing Employers are held in a trust fund (the "Pension Fund") established for the purpose of paying benefits provided under the Plan.

Local 807 Labor-Management Fension Plan

Participation in the Plan

You will become a participant in the Plan on the earliest February 1 or August 3 following completion of the first 12-consecutive-month period during which you have completed at least 1,000 Hours of Service in Covered Employment.

You may also complete the required 1,000 Hours of Service if you perform non-covered work for your Employer on a continuous basis with your Covered Employment with the same Employer. Covered Employment is employment with an Employer who is required to make contributions to the Plan.

If you fail to complete at least 1,000 Hours of Service during the first 12-consecutive-month period referenced above, you will become a participant no later than the earlier of February 1" or August 1" after the close of the following Plan Credit Year in which you complete at least 1,000 Hours of Service, beginning with the first Plan Credit Year after the date you complete one Hour of Service. The Fund's Plan Credit Year is February 1" to January 31^{st} .

You will remain a participant unless you have a Break in Service, which will occur in any Plan Credit Year in which you fail to complete 250 Hours of Service in Covered Employment. A Plan Credit Year is the period from February 1 through the following January 31. The Break in Service rules are more completely discussed beginning on page 12 of the SFD. However, if you retire or are fully vested in your benefit, your participation in the Plan will not be interrupted.

If you do have a Break in Service, but later return to Covered Employment, you will resume participation in the Plan after you have completed at least 1,000 Hours of Service during the first twelveconsecutive-month period following the Plan Credit Year (February 1 - January 31) during which your participation terminated. Your participation will be retroactive to the date of the first Hour of Service you carned following re-employment.

If you were a member of Local 282 who was transferred to Local 807 under the decision of the General Executive Board of the International Brotherhood of Teamsters, you have the same benefits, rights and privileges as all other participants under this Plan.

Rehabilitation Plan

As you know, the Local 807 Management-Labor Pension Fund was certified in critical status by the Fund's actuary as of September 1, 2010. This is due to many factors, including, but not limited to, a decline in union employers in the industries covered by the Local 807 Fund and poor economic conditions, especially large losses in 2008. As required by law, the Buard of Trustees adopted a Rehabilitation Plan on October 16, 2012 that provides for increases in employer contributions and reductions in benefits in order to improve the financial health of the Plan.

Benefits Under the Rehabilitation Plan

The following benefits were reduced or climinated under the terms of the Rehabilitation Plan:

- The amount of the Early Retirement Pension was reduced to be the actuarial equivalent of the benefit payable at age 65.
- The Service Pension and Disability Pension were eliminated.

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- The 60-month guarantee of pension payments was eliminated. If you elect a single-life annuity, no additional benefits will be payable after your death, despite the length of time you were retired.
- The factors for determining the amount of the 50% or 75% Husband & Wife Pensinn have been changed to be the actuaria) equivalent of the single-life annuity.
- Pre-Retirement Death Benefits if you are not married and you die before retirement, no benefit will be payable to any heneficiary.
- The \$1,000 Pension Death Benefit was eliminated,

Spouse's Benefit. If you are married when you retire, you may elect a 50% or 75% Husband & Wife Pension that provides a survivor's benefit for your spouse.

If you are married and die prior to retirement, your surviving spouse will still be eligible for a Pre-Retirement Surviving Spouse Pension.

In addition to the above benefit changes, the benefit you earn for credits earned after January 31, 2012 will be based on a different formula. For each Plan Credit Year beginning on or after February 1, 2012 that you work at least 250 hours, your benefit will be the lesser of:

- 1% of the product of: (A) the number of hours for which contributions are due on your behalf in a Plan Credit Year times (B) the contribution rate in effect for your employer on August 31, 2011, or
- The benefit level that was in effect under the Plan on September 1, 2011, multiplied by the Pension Credit earned in the Plan Year.

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Your Pension Benefits

There are four types of retirement benefits provided under the Plan:

- Regular Pension
- Early Retirement Pension
- Deferred Pension
- Pro-Rata Pension

Regular Pension

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You are cligible to retire on a Regular Pension when you have reached Normal Retirement Age (i.e., the later of age 65 or your age on your fifth anniversary of participation).

The monthly amount of the Regular Pension is the total of the benefit you had earned as of January 31, 2010, plus the benefit you earn for each Plan Credit Year beginning on or after February 1, 2010. A Plan Credit Year is the period from February 1 through January 31. These benefit amounts are determined as follows:

Benefit Amount Accrued as of January 31, 2010

Your monthly benefit amount accrued as of January 31, 2010 is calculated hased on the contrition rate in effect as of January 31, 2010, or, if earlier, the date you stopped working in Covered Employment.

For the period before February 1, 2010, if you worked under a collective bargaining agreement that provided for contributions by your employer at the Defined Rate, and you worked in Covered Employment on or after May 1, 2001, your monthly benefit amount as of January 31, 2010 is equal to:

- \$165.00 times the number of Pension Credits you earned, up to a maximum of 25 Pension Credits PLUS
- \$20.49 times the number of Pension Credits you earned in excess of 25 Pension Credits.

The "Defined Rate" is any contribution rate that is \$4.315 per hour or above. If your employer was making contributions on your behalf at the Defined Rate, and you worked in Covered Employment on or after May 1, 2007, your pension as of January 31, 2010 will be determined based on the benefit level above.

If you did not work in Covered Employment on or after May 1, 2001, your benefit level will be based on the Plan in effect at the time you stopped working in Covered Employment. If, during the period before February 1, 2010 you did not work under a collective bargaining agreement that provided for contributions by your employer at the Defined Rate, your benefit level will be determined based on the rate at which your employer was required to contribute to the Plan as of January 31, 2010. Benefit levels for rates below \$4.315 range from \$2.06 to \$164.96 per month for each of the first 75 Pension Credits and \$0.30 to \$20.48 per month for each Pension Credit in excess of 25.

Local 807 Cabor-Management Pension Plan

If you worked under an agreement requiring contributions at a "Non-Defined Rate," or you stopped working in Covered Employment prior to May 1, 2001, the Fund Office will, upon request, provide you with information on the amount of your benefit.

Benefit Amount Accrued for Plan Credit Years from February 1, 2010 through January 31, 2011

For the two Plan Credit Years beginning February 1, 2010 and February 1, 2011, the benefit level will be determined based on the contribution rate that your employer made on your behalf under the terms of the collective bargaining agreement. The accrual added to your monthly pension benefit for each of those two Plan Credit Years will be based on the highest contribution rate that was made on your behalf for at least 250 hours during the Plan Credit Year.

Benefit Amount Accrued for Plan Credit Years beginning on or after February 1, 2012

For each Plan Credit Year beginning on or after February 1, 2012, your monthly benefit is equal to the lesser of:

- I% of the product of: (A) the number of hours for which contributions are due on your behalf in a Plan Credit Year (minimum of 250 hours) times (B) the contribution rate in effect for your Employer on August 31, 2011, or
- The benefit level that was in offect under the Plan on September 1, 2011, multiplied by the Pension Credit earned during such Plan Credit Year.

For example: Suppose you are age 65 and you retire on Pebruary 1, 2015, with 25 Pension Credits, and you had worked under the Defined Rate. Your monthly benefit would be determined as follows:

- Your had earned 20 Pension Credits as of January 31, 2010, so the first part of your benefit will be \$3,300 (20 x \$165.00)
- You had earned one Pension Credit in the year ending January 31, 2011 and one Pension Credit in the year ending January 31, 2012, for an additional \$330.00, (2 x \$165)
- For each of the three Plan Credit Years from February 1, 2012 through January 31, 2015, your employer's contribution rate was \$7.215, and the number of hours you worked were different in each year.

The amount of your pension will be \$3,954.68, which is the total af:

٠	Benefit as of January 31, 2010:	\$3.300.00
٠	Benefit for year ending January 31, 2011;	\$165.00
٠	Benefit for year ending January 31, 2012:	\$165.00
•	1500 Hours worked 2/1/2012 - 1/31/2013;	1.500 x \$7.215 x 1% = \$108.23
		(which is less than \$165 times 1 Pension Credit)

Local 807 Labor-Management Pension Pian

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٠	1000 Hours worked 2/1/2013 - 1/31/2014;	1000 x \$7.215 x 1% - \$72.15
		(which is less than \$165 times 1 Pension Credit)
٠	2000 Hours worked 2/1/2014 - 1/31/2015:	2000 x \$7.215 x 1% = \$144.30
		(which is less than \$165 times 1 Pension Credit)
٠	Total Monthly Pension	\$3,954.68

Early Retirement Pension

You are eligible to retire on an Early Retirement Pension if you are at least 55 years old and have earned at least 15 Pension Credits.

"The amount of your Early Retirement Pension will be a percentage of your Regular Pension amount, and is the actuarial equivalent of the amount that would have been payable at age 65. This percentage is based on your age at the time your Early Retirement Pension begins, according to the following schedule:

Age	<u>Percentage of</u> <u>Regular Pension</u>
55	36 59%
56	40 12%
S7	44.07%
58	48.48%
59	53.43%
60	58.99%
61	65.26%
62	72.35%
63	80.39%
64	89.54%

For example: Suppose you are age 62 when you retire on February 1, 2015, and you had carned 25 Pension Credits as in the example above. Your monthly benefit would be reduced for early payment, and would be a percentage of your Regular Pension, determined as follows:

- Because you are age 62, your Early Refirement Pension amount will be 72.35% of the Regular Pension amount, determined as follows:
 - c \$3,954.68 x 72.35% = \$2,861.21
 - In this example, the monthly Early Retirement Pension would be \$2,861.21.

Loca 207 Lation-Management Pension Plan

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Deferred Vested Pension

You become entitled to a Deferred Pension if you have attained Vested Status, you are at least 65 years old, and you have at least five Pension Credits. Deferred Vested Pensions are for those participants who have left Covered Employment some time prior to retirement.

You attain Vested Status when you have earned five Years of Vesting Service, provided you completed at least one Hour of Service on or after 1997, or if you have reached Normal Retirement Age while you are a Participant in the Plan. Your Normal Retirement Age is age 65 or the fifth antiversaty of your participation in the Plan.

The amount of your Deferred Vested Pension will be calculated in the same manner as a Regular Pension, based on the formula in effect at the time you last worked in Covered Employment. It is payable at Normal Retirement Age or as early as age 55, if you meet the requirements for an Early Retirement Pension. If retiring before Normal Retirement Age, your benefit will be calculated pursuant to the rules for Early Retirement Pension set forth above.

Pro-Rata Pensions and Partial Pensions

If you have not earned sufficient credit under this Plan to be eligible for a pension, but have earned pension credit under another plan with which the Trustees have entered into a Reciprocal Agreement, you may be eligible for a Pro-Rata or Partial Pension under the terms of that Reciprocal Agreement. Plans that have entered into a Reciprocal Agreement with this Plan are "Related Plans."

If you worked part of the time in Covered Employment under this Plan and part of the time in work covered by another fund recognized by the Local 807 Fund as a Related Plan, your combined Years of Service will be counted for purposes of determining your eligibility for a pension.

To become eligible for a Partial or Pro Rata Pension, you must meet all of the following conditions and qualify for a Partial or Pro Rata Pension from at least one other pension fund that has signed an agreement with this Plan:

 You must be entitled to a Partial or Pre-Rata Pension from the fund under which you were last covered;

AND

 You must be eligible for one of the pensions provided under this Plan based on your Combined Pension Credits earned under this Plan and the Related Plan(s);

AND

 You must have two years of credit under this Plan for a Partial Pension, or you must have eight quarters of service credit under this Plan for a Pro-Rata Pension.

To find out if you are eligible for a Pro-Rata Pension or a Partial Pension, you must file an application for benefits with each pension fund in which you participated during your working career. To find the amount of your Pro-Rata Pension, please call the Plan Office.

Pension Credit and Vesting Service

The length of your Covered Employment affects the amount of your pension under this Plan in two important ways. The number of Pension Credits you earn determine the amount of your monthly benefit and your eligibility for a Regular or Early Pension. Your Years of Vesting Service determine when your right to receive a pension becomes non-forfeitable. This section explains how you accumulate Pension Credits and Years of Vesting Service, and also how you can lose Pension Credits and the Years of Vesting Service you have already accumulated.

Pension Credit

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Pension Credit is accumulated in two ways:

- Credit for Covered Employment during the Contribution Period, and
- Credit for Covered Employment before the Contribution Period.

The Contribution Period is the time during which your Employer contributed or was obligated to contribute to this Pension Plan on your behalf. Pension Credits are granted in quarter-year units. A Pension Quarter is defined as any period of three consecutive months starting August 1st, November 1st, February 1st or May 1st.

Earning Pension Credit During the Contribution Period

September 1, 1950 through November 30, 1954

One quarter of a year of Pension Credit is granted for each Pension Quarter in which you worked 36 days or more in Covered Employment.¹

December 1, 1954 through January 31, 1976

One quarter of a year of Pension Credit is granted for each Pension Quarter in which you worked 25 days or more in Covered Employment.

Local 907 Labor-Management Pension Plan

On or after February 1, 1976

Pension Credit is granted according to the following schedule on the basis of Hours of Service rather than days worked, regardless of what month they were worked:

Hours of Service (work) in Plan Credit Year*	Pension Credits
Under 250	0
250 to 499	14
500 to 749	14
750 to 999	*4
1.000 hours or more	L

February 1 through January 31.

Earning Pension Credit Prior to the Contribution Period

Pension Credit is granted prior to the Contribution Period for work in Covered Employment on the same basis and to the same extent as other creditable employment, subject to an actuarial review and approval by the Trustees.

Credit for Non-Work Periods

Disability

If you do not earn at least 1,000 hours in Covered Employment in any Plan Credit Year due to disability, you may receive Pension Credits at the rate of 20 hours per week, up to a maximum of 1,000 hours for that Plan Credit Year in total combined work and non-work periods, provided you had earned some Pension Credit prior to your disability. Pension Credit will be granted for periods of disability as follows:

- For disability up to the maximum period compensated by the weekly accident and sickness benefit plan provided by the Local 807 Labor-Management Health Fund; or
- For disability arising from Covered Employment for a period net exceeding 12 months for each period of disability (that began on or after February 1, 2010) which was compensated under a Workers' Compensation Law, provided that each period of disability is preceded by a period of time during which at least four consecutive quarters of Pension Credit were earned for work in Covered Employment. For disability periods that began prior to February 1, 2010, the cap was 24 months for each period of disability.

Military Service

You may receive Pension Credit for military service as required by the Uniformed Services Employment and Reemployment Rights Act and other applicable laws, provided you apply for reemployment within the time required by law. Pension Credits recovered during your period of qualified military service shall be valued at the contribution rate in effect for the last employer for whom you worked before you entered military service.

In addition, if you should die while in qualified military service, you will be granted Vesting Service, but not Pension Credit, for your time in military service, as though you had returned to Covered Employment.

Vesting Service

Once you have attained "Vested Status," you cannot lose your right to a pension from the Plan if you stop working in the industry, even if you have a Break in Service. You will be credited with one Year of Vesting Service for each Plan Credit Year during the contribution period, including periods before you became a Participant, in which you completed at least 1,000 Hours of Service in Covered Employment. You will also be granted Vesting Service for hours of work for a contributing employer in a job not covered by this Plan, provided that the employment is continuous with work in Covered Employment.

Any years before a Permanent Break in Service will not be counted toward a Year of Vesting Service.

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Local 807 Labor-Management Pension Plan

Breaks in Service

Can You Lose Pension Credit and Years of Vesting Service?

If you have not attained Vested Status and you have too many consecutive One-Year Breaks in Service, you may lose your Pension Credits and Years of Vesting Service.

One-Year Break in Service

A One-Year Break in Service occurs when you fail to complete at least 250 Hours of Service in Covered Employment in any Plan Credit Year. A One-Year Break in Service, before you have attained Vested Status, will have the effect of canceling your previously earned Pension Credit and Years of Vesting Service.

The effects of a One-Year Break in Service can be repaired by earning one Year of Vesting Service before incurring a "Permanent Break in Service." In other words, if you have a One-Year Break in Service, and then in the next calendar year you earn one Year of Vesting Service, the credit that was canceled by the One-Year Break in Service will be restored.

For example: During his first four years in Covered Employment. Ted earned four Pension Credits and four Years of Vesting Service. During Ted's fifth year, he failed to complete at least 250 Hours of Service in Covered Employment, therefore incurring a One-Year Break in Service. During his sixth year, Ted earned one Pension Credit and a Year of Vesting Service. Because Ted earned a Year of Vesting Service after he incurred a One-Year Break in Service, the four Pension Credits and four Years of Vesting Service he earned prior to his Break in Service will be restored.

Grace Periods

You may be allowed a grace period in order to prevent you from incurring a One-Year Break in Service if your absence is due to:

- Disability for up to 12 Pension Quarters, provided the disability is proven to the satisfaction of the Trustees:
- Employment covered by a related plan with which this Plan has a Reciprocal Agreement or which
 has signed the Teamsters National Reciprocal Agreement; or
- 1) pregnancy, 2) the birth of your child; 3) placement of a child with you in connection with the adoption of a child, 4) care of your child immediately following his or her birth or placement, or 5) a leave under the Family and Medical Leave Act. A maximum of 501 hours will be credited for these reasons. Credited hours will be applied to the Plan Year in which the absence begins if it will prevent you from incurring a One-Year Break in Service. Otherwise, they will be credited to the following year.

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Permanent Break in Service

If you have a Permanent Break in Service before you attain Vested Status, you lose, or forfeit, all previously carned Pension Credit and Years of Vesting Service. This test Pension Credit and Years of Vesting Service cannot be restored and will not be used to determine your benefit.

Permanent Break in Service After February 1, 1976

You will incur a Permanent Break in Service if your consecutive One-Year Breaks in Service including at least one after 1975, equal or exceed the number of full Years of Vesting Service you had earned prior to the Break in Service. However, after August 1, 1987, you will not incur a Permanent Break in Service until you have at least five consecutive One-Year Breaks in Service.

Permanent Break in Service Between September 1, 1950 and January 31, 1976

You will have incurred a Permanent Break in Service if you failed to earn any Pension Credit during a period of twenty-one consecutive Pension Quarters.

Permanent Break in Service Prior to September 1, 1950

You will have incurred a Permanent Break in Service if you failed to earn any Pension Credit during a period of thirteen consecutive Pension Quarters.

Under the rules of the Plan, you cannot incur a Break in Service if you have attained Vested Status. Therefore, if you have attained Vested Status, your Pension Credit and your Years of Vesting Service can never be forfeited.

For example: Jane earned four Pension Credits and four Years of Vesting Service during the Plan Years 1988 through 1991. Jane did not work during the next five Plan Years and then returned to Covered Employment in February, 1997. Since the number of consecutive One-Year Breaks in Service equals five, Jane incurred a Permanent Break in Service. Because Jane incurred a Permanent Break in Service, she forfeited the four years of Pension Credits and the four Years of Vesting Service that she previously carned.

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Forms of Payment

How is Your Pension Benefit Paid?

If you are married, your benefit will be paid in the form of a 50% or 75% Husband & Wife Pension, unless you and your spouse reject this form of payment as described below. If you and your spouse reject the Husband & Wife Pension, you may elect to be paid in the form of a single life annuity, which is a monthly benefit for your lifetime only. If you are not married, your benefit will be paid as a single life annuity.

Husband & Wife Pension at Retirement

If you are married when you retire, the automatic form of payment is the Hushand & Wife Pension. All henefits will be paid in this form unless properly rejected by you and your spouse, or you are not married. Under the Husband & Wife Pension, you will receive a reduced monthly benefit payable during your life. Upon your death, your spouse will receive 50% or 75% of the monthly benefit amount you were receiving for her/his lifetime, depending upon the form of payment you elected, and provided that you and your spouse had been married for at least one year at the time of your death.

Under the Husband & Wife Pension, the amount of your monthly benefit will be reduced to an amount less than if it was a single life annuity. The amount of the reduction depends on the difference between your age and your spouse's age at the time you begin receiving your pension benefits, and whether you elected the 50% or 75% Husband & Wife Pension. Your monthly benefit will be a percentage of the full monthly lifetime (single life annuity) benefit.

You should be aware that your benefits will automatically be paid in the form of a 50% Husband & Wife Pension unless you elect another form of payment. Your spouse must consent to the rejection of the Husband & Wife Pension in writing and to any beneficiary you designate. The rejection and your spouse's consent must be witnessed by a notary public within 180 days of the commencement of your pension. During this 180-day period, the Trustees will provide you with a calculation and description of the 50% or 75% Husband & Wife Pension as well as the single life form of payment. You will also teccive a general explanation of the relative value of the optional forms of payment compared to the normal form and a description of how much farger your payment may be if you choose to delay your retirement. The Husband & Wife Pension may be waived if you cannot locate your spouse or your spouse's consent cannot be obtained due to extenuating circumstances; in these situations, you must submit sutisfactory proof as requested by the Trustees to be determined in their sole discretion.

To be entitled to a Husband & Wife Pension, you and your spouse most be married to each other throughout the one-year period ending on the earlier of the effective date of your pension or the date of your death. If you marry within twelve months prior to your retirement, you can receive the Husband & Wife Pension. However, if you die before you were married for a full year, your surviving spouse will not receive the survivor's pension.

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Once your pension benefits begin, you cannot change your decision about the Husbaud & Wife Pension. If you die or become divorced after the effective date of your pension, the Husband & Wife Pension will remain in effect, unless a Qualified Dumestic Relations Order provides otherwise.

Single Life Annuity Pension at Retirement

If you are single, you will receive your benefit in the form of a Single Life Annuity. If you are married, you may elect the Single Life Annuity only if your spouse consents to this form of payment, in writing, witnessed by a notary public.

Under this form of payment, you will receive an unreduced monthly benefit for life. Upon your death, no further payments will be made.

Pre-Retirement Death Benefits

If You are Married

If at the time of your death you are eligible for a pension which you have not yet begun to receive, your spouse will receive a survivor's benefit for the remainder of his or her lifetime, calculated as if you had retired on a 50% Husband & Wife Pension on the day before your death. If you die before reaching the age at which you would have been eligible to receive a pension, your spouse will begin to receive the survivor's benefit when you would have reached the age at which you would have been eligible to receive a pension, your spouse will begin to your spouse as early as the month following the month you would have attained age 55. If you had attained Vested Status, but did not earn at least 15 Pension Credits, payments to your spouse will begin the month following the month in which you would have attained age 65. Your spouse will begin the month of the survivor's benefit, but payment may not be delayed later than the month in which you would have reached age 70%. If your spouse cleets to delay payment, the amount of the survivor's benefit will be calculated based on the age you would have been on the day payment, the amount of the survivor's benefit will be calculated based on the age you would have been on the date benefit payments begin.

If You are not Married

If you have attained Vested Status and die hefore retirement, no benefits of any nature will be payable to your designated beneficiary.

Lump Sum Payments

If the actuarial value of your vested accrued benefit payable under this Plan is \$1,000 or less, the benefit will be paid in a single lump sum amount equal to the actuarial value of the benefit.

If the actuarial value of any benefit is greater than \$1,000 but less than \$5,000, the value of that benefit may be paid in a single lump sum if you consent to receive your benefit in a single lump sum. If you do not consent to receive your benefit in a single lump sum, the Plan may distribute your benefit amount in a rollover to an individual retirement account chosen by the Trustees.

Direct Rollovers

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You should be aware that if you or your surviving spouse receives your pension benefit in a lump sum or in periodic payments of less than 10 years duration, the benefit may be directly rolled over into an IRA or another qualified retirement plan. If it is not rolled over, the Plan must withhold 20% for payment of federal taxes. You will receive additional information on "eligible rollover distributions" when you apply for a benefit.

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About Retirement and Suspension of Benefits

What is Retirement?

When you separate from employment, stop working in Covered Employment and begin receiving a pension benefit from the Plan, you are considered to be in retirement. While you are retired, you will receive monthly pension checks unless you engage in Disqualifying Employment. If you retain seniority rights or your right of recall to work, you will not be considered to be in retirement.

What is Suspension of Benefits?

If you work in Disqualifying Employment after you retire, your pension benefits will be suspended. You will not begin receiving benefits again until after you have stopped working in Disqualifying Employment. However, rules regarding suspension of benefits are different depending upon whether or not you have reached Normal Retirement Age.

Disqualifying Employment Before Normal Retirement Age

Before you reach Normal Retirement Age, if you work either as an employee or in self-employment in 1) any employment in a trade, craft and/or industry within which you were employed at any time during which contributions were made on your behalf to the Plan; 2) any employment in an industry or business, trade and/or craft in which employees covered by the Plan were employed and accrued benefits under the Plan as a result of such employment at the time of your retirement; 3) any employment as a salaried employee of Local 807 Labor-Management Health, Pension or Annuity Punds; 4) any employment with any employer who has a written agreement with the Union; or 5) any employment with any employer who has a hargaining agreement with any other local of the International Brotherhood of Teamsters, such work will be considered Disqualifying Employment and your benefits will not be paid.

Disgualifying Employment After Normal Retirement Age

After you reach Normal Retirement Age, your pension will be suspended only for months you work, either as an employee or in self-employment, for at least 40 hours in an industry and in a geographic area that were covered by the Plan when your pension payments began, and in any occupation in which you worked under the Plan or which was covered by the Plan when your pension payments began, and in any occupation in which work overed by the Plan or which was covered by the Plan when your pension payments began. "Industry covered by the Plan" means work in the trucking, moving and general warehousing industry, and any other industry or business, trade and/or craft is which employees covered by the Plan were employed and acquired Pension Credit at the time of your retirement. The geographic area covered by the Plan includes New York and portions of the New York metropolitan area in New Jersey and Connecticut. However, your pension must begin to be paid, even if you work in Disqualifying Employment by your required Beginning Date. Your required Beginning Date under the Plan is April 1⁹ of the calendar year following the year in which you reach age 70½.

If you need assistance in determining whether a job is considered to be Disqualifying Employment, please contact the Plan Office.

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What Happens if You Were Paid Pension Benefits While You Were Working in Disqualifying Employment?

If you were paid a benefit during any month in which your benefits should have been suspended under the above rules, the Plan will deduct that amount from your future benefit payments once your payments from the Plan resume. If you die before the Plan can recoup the entire amount of payments made while you worked in Disqualifying Employment, the benefit payments to your surviving spouse or beneficiary, if any, are subject to deduction until recoupment for the overpayment is completed.

Who Should You Notify if You Work in Disqualifying Employment?

It is your responsibility to inform the Plan Office, in writing, within 30 days after you begin working in any type of work that may be Disqualifying Employment even if you are working less than 40 hours a month. You must also inform the Plan Office when your Discualifying Employment has ended, so that your pension payments may resume. If you believe that your benefits were suspended in error, you have the right to request a review of the decision to suspend your benefits. You can also request a review of the Trustees' determination that your employment was disqualifying.

Can You Return to Work in a Job That Is Not Considered Disqualifying Employment?

Yes. You may work in any capacity, that is not considered Disqualifying Employment and not incur a suspension of benefits.

When Will My Pension Benefit Payments Begin After They Have Been Suspended?

After you inform the Plan Office that your Disqualifying Employment has ended, your pension payments will resume no later than the third month after the last month that your benefit was suspended.

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Applying for Benefits

Filing an Application

To make sure your benefit payments are not delayed, you must file an application at least one month before the date you want benefit payments to begin. The rules of the Plan require that your application be filed in advance and you are urged to file as soon as you decide on your intended retirement date. Early filing will avoid delay in the processing of your application and payment of benefits. Application forms are available from the Plan's Office.

The Plan's Office will notify you of the decision on your application within 90 days of receiving it. Under special circumstances, you may be notified in writing that an additional 90-day extension may be needed to process your application and the reason needed for the extra time. You will be notified if additional information or material is needed to process your application. ALL INFORMATION REQUESTED BY THE PLAN OFFICE MUST BE FURNISHED IN ORDER TO COMPLETE YOUR APPLICATION.

If Your Application is Denied

If your application for a benefit is denied, in whole or in part, you will be sent a written notice, explaining:

- the specific reasons for the denial,
- the exact Plan provision(s) on which the decision was based.
- what procedure you should follow to get your application reviewed again, and,
- what additional material or information is needed to process your application.

If your application is denied, you have the right to request that the denial be reviewed by the Trustees. You must request this in writing within 60 days after you receive the application denial notice. Your request for review may include any additional information you believe relevant to your application. You may also review any pertinent documents the Trustees have that concern your application, such as copies of the Plan document or special information relating to your application. You and/or your autorney may choose to appear in person before the Board of Trustees or designated subcommittee.

The Board of Trustees or subcommittee considering your appeal must reach a final decision within 60 days after receiving your review request or the next scheduled meeting of the Trustees, if later than the 60 days. If additional time is necessary to resolve any issue concerning your request for review, the Plan Office may increase the 60-day response time to 120 days by sending you a notice to that effect within the initial 60-day period. If special circumstances, such as a need to hold a hearing, require an extension of time, you will be notified in writing. The final decision regarding your appeal will be made in writing, clearly stating the reasons for the decision and the provisions of the Plan upon which the decision is based. The decision of the Trustees is final and binding.

Trustee Authority

The Trostees shall have the full and exclusive right, power, and authority, in their sole and absolute discretion, to administer, apply, construe and interpret the provisions of the Plan, the Trust Agreement and all governing documents and the terms used therein, and to decide all matters arising in connection with the operation or administration thereof. No individual, other than the Trustees, has any authority to interpret the Plan, the Trust Agreement, or any other governing document. The authority of the Trustees includes, without limitation, the sole and absolute discretion to:

- a) take all actions and make all decisions with respect to the eligibility for, and the amount of, benefits payable;
- b) formulate, interpret and apply rules, regulations and policies necessary to administer the Plan, the Trust Agreement, and all other governing documents;
- adopt any procedures for the determination of a Participant's Hours of Service, Years of Vesting Service and Pension Credits;
- decide questions, including legal or factual questions, relating to the determination and payment of benefits;
- resolve and/or clarify any ambiguities, inconsistencies and omissions arising under the Plan, the Trust Agreement, and all other governing documents;
- f) process, and approve or deny, benefit claims and rule on any benefit exclusions or limitations; and
- g) require any information or documents from the participant and their beneficiaries they deem necessary to carry out their obligations to the Plan.

All determinations made by the Trustees with respect to any matter shall be final, conclusive and binding upon the Union, the Contributing Employers, the Employees, the Participants and their families, heirs, beneficiaries and legal representatives. The Trustees shall be the sole judges of the standard of proof required in any matter. Any decision of the Trustees shall only be reversed by a court if such decision is determined to be arbitrary and capricious.

Receiving Your Pension Benefit

Generally, you should begin receiving your pension benefit on the first day of the month following the month you submit your application, assuming all information and documents requested by the Fund have been submitted. You may, however, choose to delay the start date of your benefit payments, but your benefit cannot be delayed beyond the April 1st following the calendar year in which you turn age 70½. Your benefit must begin by that April 1, even through you may still be working in Covered Employment.

Non-Assignment of Benefits

Benefits cannot be assigned, sold, transferred or pledged as a security for a loan. Benefits are not subject to attachment or execution under any decree of a court or action with the exception of (i) a Qualified Dumestic Relations Order (QDRO), (ii) any debt of the participant or beneficiary due for any federal tax, (iii) an offset that the participant is ordered or required to pay to this Plan pursuant to Section 206(d)(4) of ERISA, or (iv) a voluntary assignment of no more than 10% of any benefit payment pursuant to section 206(d)(2) of ERISA. A Qualified Domestic Relations Order is a court order under domestic relations law assigning all or part of your pension benefits to your former spouse, your child, ot other dependent, to provide child support, alimony payments and/or property rights to your former spouse.

Local 807 Labor-Management Pension Ran

What Happens if the Plan Terminates?

Although the Trustees intend to continue the Plan indefinitely, they reserve the right to amend or end it. If the Plan is terminated, it will not affect your right to any benefic to which you have already become entitled. If the Plan terminates, you will be entitled to any benefit you have accrued to the extent then funded.

Pension Benefit Guaranty Corporation (PBGC)

Your pension benefits under this multiemployer plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. A multiemployer plan is a collectively bargained pension atrangement involving two or more unrelated employers, usually in a common industry.

Under the multiemployer plan program, the PBGC provides financial assistance through loans to plans that are insolvent. A multiemployer plan is considered insolvent if the plan is unable to pay benefits (at least equal to the PBGC's guaranteed benefit limit) when due.

The maximum benefit that the PBGC guarantees is set by law. Under the multiemployer program, the PBGC current maximum benefit guarantee equals: (1) 100% of the first \$11 of the monthly benefit rate, plus (2) 75% of the next \$33 of the monthly benefit rate, times (3) a participant's years of service.

For example, if the plan's benefit rate is \$55.00 per year of service, the PBGC's maximum guarantee benefit is limited to \$35.75 per year of service, calculated as follows:

- \$11.00 (100% of the first \$11.00) plus,
- \$24,75 (75% of \$33.00)
- \$35.75.

The PBGC guarantee generally covers: (1) Pension benefits payable at normal retirement age; (2) some early retirement benefits; (3) disability benefits if you become disabled before the plan becomes insolvent; and (4) certain benefits for your survivors.

The PBGC guarantee generally does not cover: (1) benefits greater than the maximum guaranteed amount set by law; (2) benefit increases and new benefits based on plan provisions that have been in place for fewer than five years prior to the earlier of: (i) the date the plan terminates or (ii) the time the plan becomes insolvent; (3) benefits that are not vested because you have not worked long enough; (4) benefits for which you have not met all of the requirements at the time the plan becomes insolvent; and (5) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay, if applicable.

For more information about the PBGC and the henefits it guarantees, ask your plan administrator or contact the PBGC's Technical Assistance Division, 1200 K Street NW, Suite 930, Washington, DC 20005-4026 or call (202) 326-4000 (not a toll-free number). TTTY/TDD users may call the federal relay service tolk-free at (800) 877-8339 and ask to be connected to (202) 326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at http://www.pbgc.gov.

Local 807 Labor-Management Pension Plan

Your Rights Under The Employee Retirement Income Security Act (ERISA)

As a Plan Participant, you are entitled to certain rights and protections under the Employment Retirement income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Fund Office, and/or at other specified locations, such as worksites
 and union halls, all documents governing the Plan, including insurance contracts and collective
 hargaining agreements, and a copy of the latest annual report (Form SS00 Series) filed by the Plan
 with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and
 Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation
 of the Plan, including insurance contracts and collective bargaining agreements, and copies of the
 latest annual report (Form 5500 Series) and updated summary plan description. The Plan
 Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual funding notice. The Plan Administrator is required by law to furnish each Participant with a copy of this notice.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (generally age 65) and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ER(SA imposes duties upon the people who are responsible for the operation of the employee benefits plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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If your claim for a pension benefit is denied or ignored, in whole or in part, you have the right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Local 807 Labor-Management Pension Plan

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan in writing and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits, which is denied or ignored, in whole, or in part, you may have the right to file suit in a state or federal court but in most instances, you will be required first to file an appeal with the Trustees. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration (formerly Pension and Welfare Benefits Administration), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Publications hotline of the Employee Benefits Security Administration and Welfare Benefits Administration.

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Administrative Information

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Normally, the Plan Office should be able to help you resolve any problem you might have about your rights to benefits. All Plan documents and other related information are available if you wish to study these materials.

If, for some reason, it becomes necessary to contact the Department of Labor, you will need the following information to properly identify your Plan.

Official Name of Plan	Local 807 Labor-Management Pension Fund
Employer Identification Number (EIN)	51-6099111
Plan Number	002
Type of Plan	Defined Benefit Pension Plan
Plan Funding	Benefits are provided solely through Employer contributions
Name of Sponsor	Trustees of Local 807 Labor-Management Pension Fund 32-43 49th Street Long Island City, NY 11103
Participating Employers	The Plan Office has a list of participating Employers and will provide you, upon written request, with names and addresses of participating Employers.
Plan Year/Fiscal Year	September 1 · August 31
Effective Date	This Plan became effective December 1, 1950, and bas been restated several times, to comply with the requirements of law.
Plan Administrator	The Board of Trustees 32-43 49th Street Long Island City, NY 11103
Agent For Legal Process Service	Service of legal process may be made upon the Board of Trastees at the address listed above or upon any Trustee individually.
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Board of Trustees

Union Trustees

Mr. John Sullivan President Local Union No. 807, I.B.T. 32-43 49th Street Long Island City, NY 11103

Mr. Anthony Storz Secretary-Treasurer Local Union No. 807, I.B.T. 32-43 49th Street Long Island City, NY 11103

Mr. Luis Herrera Vice-President Local Union No. 807, I.B.T. 32-43 49th Street Long Island City, NY 11103 Employer Trustees

Mr. Allen Swerdlick Kameo Supply Corporation 80 21st Street Brooklyn, NY 11232

Mr. John Zak CEO Airweld, Inc. 94 Marine Street Farmingdale, NY 11735

Mr. Anthony Zapulla McKinney Welding Supply Co., Inc. 535 West 52rd Street New York, NY 50019

Fund Manager

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Alfred Pernandez 32-43 49th Street Long Island City, NY 11103

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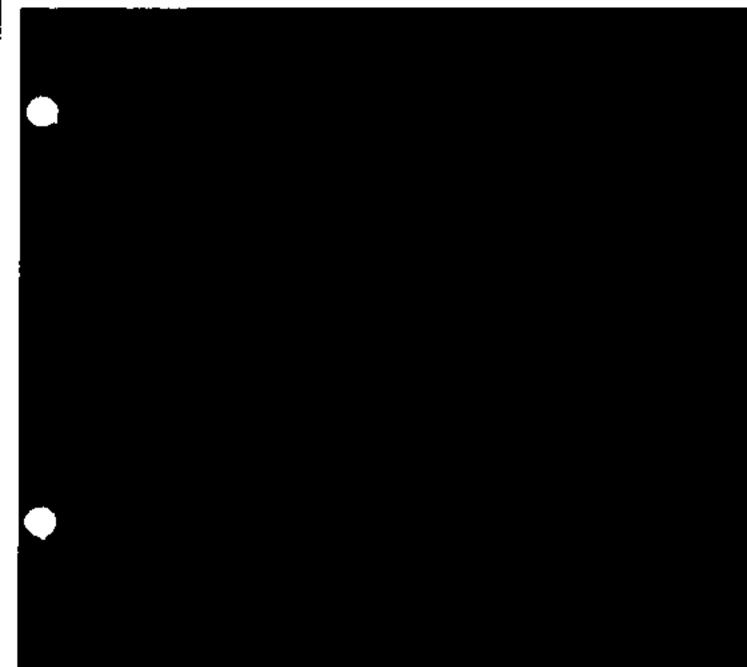
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This notice contains important information regarding your Local 807 Labor-Management Pension Fund benefits.

We are providing you with this notice to inform you of a new section that is being added to your summary plan description ("SPD"). The new section pertains to benefit changes. Please keep this notice with your copy of the SPD.

This new section is called "Suspension of Benefits". It is effective as of May 1, 2019, and is placed right after the section entitled "Rehabilitation Plan". The new section will read as follows:

To help the Plan avoid insolvency, the Board of Trustees has determined that pension benefit payments will be suspended (that is, reduced) as follows-

Under the suspension:

--the monthly pension herefit payments of any participant or beneficiary who is in pay status as of May 1, 2019 will be reduced by 39.5% as of that date; and

--the monthly pension benefit payments which are made to any participant or beneficiary who enters into pay status after May 1, 2019, and which are attributable to benefits earned under the Plan as of May 1, 2019, will be reduced by 39.5% as of the date on which he or she enters into pay status, with the reduction applied to payments made in the form in which the pension is to be paid. However, in the case of a participant who has more than 25 pension credits at retirement, the portion of his or her monthly pension benefit associated with the first 25 pension credits will be based on the highest 25 years of benefit accruals (including benefit accruais that have been reduced by 39.5%).

Payment reductions will be limited as follows:

The monthly pension benefit payments of any pensioner will not be reduced below 110 percent of the monthly pension benefit which is guaranteed by the Pension Benefit Guaranty Corporation under Section 4022A of ERISA for such pensioner, as of the date on which the benefit reduction becomes effective above.

In the case of any pensioner who is age 75 or older as of the end of the month in which occurs the later of May 1, 2019 or the date on which he or she first enters into pay status, the following applies: The payment reduction may not exceed the "applicable percentage" of the portion of the monthly pension benefit payments that would be reduced without regard to this septence. The "applicable percentage" is a percentage obtained by dividing:

- (i) the number of months during the period which begins with the month after the month in which occurs the later of Mayi. 2019 or the date on which the pensioner enters into pay states, and ends with the month during which the pensioner attains the age of 80, by
- (ii) 60 months.

In no event will a payment reduction apply to any pensioner who is receiving a disability pension or who has reached age 80 by the end of the month in which occurs the later of May 1, 2019 or the date on which he or she first enters pay status.

No more than one reduction applies with respect to any participant. Special rules apply to QDROs. Ask the Fund Office for details.

Application of these rules:

These pension benefit payment reductions will apply to your monthly pension benefit payments, determined as described below in this SPD. On June 29, 2018, the Board of Trustees submitted an application to the U.S. Treasury Department for approval of the benefit reductions. If the Treasury Department does not approve the benefit reductions by May 1, 2019, the benefit reductions will not go into effect.

ECARD OF TRUSTEES LOCAL 307 LABOR Fers MANAGEMENT PENSION PLAN DAV 32-43 49TH STREET Cont LONG ISLAND CITY, NY 11103 (5)

17007033686015 Ferson to Contact: DAVID F. DIXON IDH 31040 Contact Telephone Number: (513) 263-3561 Flan Name: LOCAL 807 LABOR MANAGEMENT PENSION FLAN Plan Number: 002

Dear Applicant:

Based on the information you provided, we are issuing this favorable determination letter for your plan listed above. However, our favorable determination only applies to the status of your plan under the Internal Revenue Code and is not a determination on the effect of other federal or local statutos. To use this letter as proof of the plan's status, you must keep this letter, the application forms, and all correspondence with us about your application.

Your determination letter does not apply to any qualification changes that become effective, any guidance issued, or any statutes enacted after the dates specified in the Cumulative List of Changes in Plan Requirements (the Cumulative List; for the cycle you submitted your application under, unless the new item was identified in the Cumulative List.

Your plan's continued qualification in its present form will depend on its effect in operation (Section 1.401-1(b)(3) of the Income Tax Regulations). We may review the status of the plan in operation periodically.

You can find more information on favorable determination letters in Publication 794, Pavorable Determination Letter, including:

The significance and scope of reliance on this letter, The effect of any elective determination request in your application materials, The reporting requirements for qualified plans, and Examples of the effect of a plan's operation on its gualified status.

You can get a copy of Publication 794 by visiting our website at www.irs.gov/formspubs or by calling 1-800-TAX-FORM (1-800-829-3675) to request a copy.

This determination letter applies to the amondments dated on $10-1-12 \ge 8-8-11$.

This determination letter also applies to the amendments dated on

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remedial amenoment cycle that ends more than 12 months after we received the application. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Gualification Requirements.

The information on the enclosed addendum is an integral part of this determination. Please be sure to read it and keep it with this letter.

If you submitted a Form 2040, Power of Attorney and Declaration of Representative, or Form 0021, Tax Information Authorization, with your application and asked us to send your authorized representative or appointed topies of written communications, we will send a copy of this letter to tim or ter.

If you have any questions, you can contact the person listed at the top of this letter.

Sincercly,

Knen S. Zum

Waren D. Truss Director, ZP Rulings & Agreements

Addendum

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reciprocity, or participation agreement], unless you append to the plan document the exact language of the sections that you incorporated by reference.

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Letter 5274

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Teamsters **UNION 807**

32-43 49th Street, Long Island City, NY 1103 Phone (718) 726-2525 • Fax (718) 728-7037

E-mail: iocal80/@aot.com

Truck Onvers, Warehousemen, Exposition, Convention and Trade Show Employees. Greater New York Vicitity and Melroportan Area

John "Buday" Sullivan Frescleal

Anthony Story Setuciary-Treasurer

Cir Herrera Vice President

Reymond Asophing Recording Secretary 600175 Maves Marty Meyers husies frustaa

Scott Breely nostee

- S.

MEMORANDUM

To: Health and Pension Fends

From: Buddy Sallivan-President

Subject: York Scaffold Equipment Corp.

Date: April 9,2018

The above employer has signed a Collective Bargaining Agreement that is effective for the period of April 1, 2018 through March 31, 2023.

The contributions will be as follows:

HEALTH AND PENSION FUNDS

During the term of this Agroement, the Employer agrees to make payments, on or before the 20th of each month to the Local 807 Labor - Management Health and Pension Funds, and/or its successors in trust, for each Employee in the bargaining unit as defined in Article 2, of this Agreement, commenting upon completion of the Employee's probationary period. Such payments shall not be retroactive to the first day of employment.

The Employer shall make such payments into the Health and Pension Funds as follows:

Mealth Fund:

4/1/18	\$8.94
4/1/19	\$9.19
4/1/20	\$9.44
4/1/23	\$9.69
4/1/22	\$9.94

Pension Fund:

4/1/[8	
4/1/19	\$11.265
4/1/20	\$11.715
4/1/21	\$12.165
4/1/22	\$12.615

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binding arbitration before an arbitrator selected through the auspices of the New York City Trucking Authority. The decision of said arbitrator shall be final and hinding upon the parties hereto, and the fees and expenses of the arbitrator, if any, shall be divided equally between the parties. It is understood, however, that the decision of the arbitrator shall be based solely on the provisions of this Agreement and that he or she shall not have the power to alter, change, modify or add to this Agreement.

In order to take the matter to arbitration, notice of intention to do so must be served on the other party in writing within one (1) weak of the disposition of the Grievance in step (3) above. In the event the grievance shall be raised by the company it may be so raised to step (3) above without the necessity of processing in the prior steps. Any of the steps of the grievance procedure and any time limit hereinabove set may be waived by mutual consent but no waiver shall be effective unless in writing signed by both parties.

Article 25. DISCHARGE OR SUSPENSION

- Warning, Suspension or Discharge -The Employer shall not discharge, suspend or otherwise discipline any Employee other the probationary period without just cause.
- Alcohol and Drug Use See Rider "A"
- 3. Appeal from Discharge A discharged Employee must notify his Local Union and the company in writing within two (2) working days of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing by the Union within five (5) working days from the date of discharge or suspension. If the Employer and the Union are unable to agree as to settlement of the case, the case then may be appealed to the grievance machinery as set forth in this Agreement.

Article 26. HEALTH AND PENSION FUNDS

- During the term of this Agreement, the Employer agrees to make payments, on or before the 20th of each month to the Local 807 Labor - Management Health and Pension Funds, and/or its successors in trust, for each Employee in the bargaining unit as defined in Article 2. of this Agreement, commencing upon completion of the Employee's probationary period. Such payments shall not be retroactive to the first day of employment.
- 2. The Employer shall make such payments into the Health and Pension Funds as follows:

Health Fund:

4/01/18	8.94
4/01/19	9.19
4/01/20	9.44
4/01/21	9,69
4/01/22	9,94

Pension Fund (As per the Pension Reliabilitation Pian);

04/01/18	10.815
04/01/19	11.265
04/01/20	13.715
04/01/21	2.165
04/01/22	12.615

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Planalong with future amondments.

- Health and Pension Fund payments shall be paid on straight-time hours worked only, with a maximum of farly (40) hours per week.
- 4. The Employer shall remit the monthly payment along with a report listing, for each proceeding month, the covered Employees on a monthly report form which shall be provided by the Union and/or the Funds.
- 5. Contributions shall be used by the Health Fund for the purchase of group insurance and effect welfare benefits for said Employees and their eligible heneficiaries, as shall be determined by the Trustees of the Labor Management Health Fund. Contributions shall be used by the Pension Fund for the purposes of purchasing retirement henefits for said Rimployees and their eligible beneficiaries, as shall be determined by the Trustees of the Labor-Management Pension Fund. The said contributions shall be held and menaged under the terms and provisions of an Agreement and Declaration of Trust as Antended, which is on file in the Labor Management Health and Pensior Fund offices.
- 6. If the Employer fails to make contributions to the Labor Management Health and Pension Funds within twenty (20) days after the due date established under Paragraph 1, of this Article the Union or Fund may take whatever legal action it deeres necessary to collect delinquent payments from the Employer.
- 7. The Funds shall have the right to examine Employee records, including but not limited to payroll records, on the premises of the Employer, during normal business hours, provided that such examination does not unreasonably interfere with operations of the Employer. The Funds shall also have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the securacy of the Employer's contributions to the Funds.

Article 27. SEPARABILITY OR INVALIDITY

In the event that any federal of state legislation, governmental regulations or court decisions cause invalidation of any Article or Section of this Agreement, all other Articles and Sections not so invalidated shall remain in full force and effect. Upon a clause being so invalidated, the parties to this Agreement shall meet in order to negotiate a replacement of no less than equal value of the clause so invalidated. If the parties fail to reach an agreement as to a replacement clause the Employer and the Union shall be permitted all legal recourse.

3 49th Street, Long Island City, NY 11103 Phone (718) 726-2525 • Fax (713) 726-7037

E-mail: local807@aol.com

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Pruck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees. Greater New York Violeity and Metropolitan Area.

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	John "Baddy" Sullivan President	Anthony Siprz Secretary-Tressurer	La Herrora Vice President	Reyntend Assume Reporting Secretary	Angel Gwaeto Truster	Gladys Nieves Trustes	Marty Meyers Trustee
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						6	16-
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Мемо	RANDUM			/			
				. /			
To:	Health and Pension	Funde		\vee			
				•			
From	John Sullivan						

Subject; Wolkow-Breker

Date: December 11, 2015

The above employer has signed an agreement effective from December 1, 2015 to November 30,2020.

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year offective December 1st of each Contract Year.

12/1/15	12-1-161	12-1-17	12/1/18	12/1/19
4.84	5.29	5.74	6.19	6.64

HEALTH FUND:

12/1/15	12/1/16	12/1/17	12/1/18	12/1/19	
8.19	8.44	8.69	8.94	9.19	-

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph

32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

No contributions shall be due for any of the following: (b) –

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11 (b)(viil);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mall by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twonty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the

Contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview To the Employer and the Trustees. SECTION 34

(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per day for each day served on jery duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefic the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each merning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management itealth Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

(a) The Etaployer shall contribute to the respective benefit funds according to the following schedules:

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1st of each Contract Year.

<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
4.84	5.29	5.74	6.19	6. 6 4
<u>HEALTH FL</u>	<u>IND</u> :			
<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
8.19	8.44	8.69	8.94	9.19

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Peragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

 Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11(b)(viii);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection. (c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and weived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NON DISCRIMINATION

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All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slowdown or cortailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILINY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be decined struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37 CDL LICENSES

Any employee hited after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

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	Teamsters LOCAL UNION 807 Truck Drivers, Warehousomen, Exposition, Convention and Groatier New York Vicinity and Vetropolitan Area						
MEMO	Jobo "Butty" Suffman President RANDUM	Anthony Store Secuelary-Treasurer	La Herrera Vice President	Baymond Asquiloo Recording Secretary	Angel Curbeto , Trusten	Gladys Alleves Trusice	Marty Mayors Trustee
To:	Health and Pension	Funds			Vistis		
From:	Tony Storz				4/11/1S		
Subject:	Wilwork - Contrib	ution letter			J.C	/	
Date:	April 7, 2015					/	_

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dottars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employees will provide individual written notice to all employees of Teamster Local No. \$07 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

<u>A) FEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund-Contributions by the Employer shall, effective October 1, 2014 he paid as follows

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the bealth Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred recently (520) hours.

1200 N 2

2. Where, during any quarterly reporting period, an Briployee is paid by an Employet for sixty-five (65) or more days, including regular days, sick days, Saturdays, Suidays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (\$) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows: www.TeamstersLocal807.com.org.net





1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to these provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of semority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, bolidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D The Foreman, selected by the employer shall be the first man assigned on each jub.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior mail on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTELAND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less that sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and boldays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overticate hour up to a maximum of five bunched twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saurdays, Sondays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$9.19 per hour. Itealth contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) <u>PENS</u>ION

1. Where, during any quarter is reporting period, an Employee is paid by the Simployer for less than sixtyfive (65) days, including regular ones, sick days, Saturdays, Sundays, and holide whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, such days, Satardays, Sundays, and helidays (wholker worked or not), the Ecoployer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) at an seniority list, effective October 1, 2014, shall be \$9.055 per hour. Effective October 1, 2015 the rate shall be \$9.455 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perhour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the sentur most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pensing contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension reliab plan. The employer adopts the terms and condition of the Pension Reliabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

e The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of cligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments

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In the event the Employer defaults in payment of pension and/or health contributions, or penaltics and notice of such default is served upon the Engloyer via ordinary mail by the Administrated of the Funds, and copies are sent to the Union, Pension and/or waith Trustees, and if said default is not pate within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security members of all Employees, both Union and nonution, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the broks and/or recurds relative to such statement and to interview all Employees of the Employee. The Administrator shall forth which report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Realth and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and sweaty (520) boars for said quarter, at the prevailing rate

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.50 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fond at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS.

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be latd off before the employer selected foreman, and shall not be discriminated against under any circumstances. All foremen shall report their datry labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

A. All Employees sent outside of the Metropolitan District are to be paid for traveling time, meals and hotel expenses.

	Teamstees LOCAL UNION 80 Truck Brivers, Watelwasanten, Exposition, Convers Greater Visw York Violety and Metropolitan Area				
	Joks "Rudoy" Sullivan Anthony Storz Lu Herrer President Secretary-Treasurer Vice Preside RANDUM		Gladys Hieves Marty Mayors Trustee Trustee Rig c' d. 28(7.(66		
To:	Health and Pension Funds	/	(up)		
From:	Tony Storz	\checkmark	_		
Subject:	Three T& D LLC has signed a contact	with Local 807			
Date:	April 7,2016				

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Lecal 807 Profit Sharing Fund in the sum of eight doilars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46). effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month ead of all annuity payments made by the Employer in the member's name.

REALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 he paid as follows

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five Ι. (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the provailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

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3. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7,94 per hour. October 4, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall he

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund parposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

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1. Where, during any quarterly reporting period, an Employee is paid by the Employee for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sondays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hendred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pensiun Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the sate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$5.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour

Effective October 1, 2017 the rate shall be \$8.50 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the sectior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that around thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

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Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 10.

HEALTH AND PENSION

<u>(A) HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for leas than sixtyfive (55) days, including regular days, such days. Saterdays, Sondays, and holidays (whether worked or not), the Employer shall contribute as the prevailing rms. to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

Weere, during any quarterly repuring period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.59 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

Realth enpiributions are to be deposited in a separate secount, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employee for less than sixtyfive (65) days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or bot), the Employee shall contribute, at the precaling rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred overty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.





The rate of contribution to the Pension Fund for men on the (20) man seniority list,

Effective October 1, 2014 the rate shall be \$9.015 per hour Effective October 1, 2015 the rate shall be \$9.465 per hour Effective October 1, 2016 the rate shall be \$9.915 per hour Effective October 1, 2017 the rate shall be \$10,365 per hour. Effective October 1, 2018 the rate shall be \$10,815 per hour. Effective October 1, 2019 the rate shall be \$10,815 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be \$6.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2015 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$5.30 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour.

If an employee permanently feaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehabilitant. The employer adopts the terms and condition of the Pension Rehabilitation Plan

(D) TRUST FUNDS:

a. The Trustees of the Health and Poisson Funds shall be those persons now active as Trustees, or their doly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Engloyer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

The Trustees shall have the right to accept the Union as an Employer and to cover the Unions employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Bealth and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neural Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Bealth and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalities for any and all delinquent payments in aniounts, which they, in discretion, doein, justified to offset the added cost of collection. In the event the Euroployer defaults in payment of pension and/or health contributions, or penalities and notice of such default is served upon the Employer via ordinary mult by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter solurin to the Administrator of the Funds a statement, under oath, setting forth the preceding quarter in all classifications of such statement and ensurion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the testing of any inspection or interview.

f. Employer contributions to the Local 807 Labor Management Health and/or Pension Funds on behalf of corporate officers or salarted employees, performing covered employment during a quotterly reporting period shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Food, effective October 1, 2014 and to be paid as follows.

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour.
Effective October 1, 2015 the sum will be \$5.00 per hour.
Effective October 1, 2016 the sum will be \$6.00 per hour.
Effective October 1, 2017 the sum will be \$5.50 per hour.
Effective October 1, 2018 the sum will be \$5.50 per hour.
Effective October 1, 2018 the sum will be \$5.50 per hour.
Effective October 1, 2018 the sum will be \$6.75 per hour.
Effective October 1, 2019 the sum will be \$7.00 per hour.

For all overtime hours

Effective October 1, 2014 the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00 per hour. Effective October 1, 2016 the sum will be \$12.50 per hour. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour.

Each Employee will be paid their pro-rata share of the Labor-Managemeat Distribution Fund at the coaclusion of the first payroll period in December in each contract year.

PARTICIPATION AGREEMENT

BETWEEN

LOCAL 807, LB.T.

AND

THE LOCAL 807 LAROR-MANAGEMENT PENSION FUND

This Participation Agreement is executed and effective as of the 1st day of September, 2011 by the Board of Trustees of the Local 807 Labor-Management Pension Fund (the "Trustees") and Local 807, J.B. 1. (the "Employer"); and

WHEREAS, the Local 807 Labor-Management Pension Fund (the "Fund"), is a multiemployer pension fund designed to provide retirement benefits to eligible participants and their beneficiaries pursuant to a defined plan of benefits ("the Plan"); and

WHEREAS, an "Employer" as defined in the Fund's Agreement and Declaration of Trust (the "Trust Agreement") may obtain pension and retirement henefits of the Plan for certain of its employees by making contributions to the Fund on their behalf in accordance with the provisions of the Plan and Trust Agreement, thereby accepting and ratifying the Plan and the Trust Agreement; and

WHEREAS, the Trust Agreement allows employees of the Employer to participate in the Fund and to receive benefits thereunder; and

WHEREAS, in order to obtain the benefit of the Plan for its employees, the Employer sets forth and memorializes its obligations in this Participation Agreement, stating that the Plan's benefits extend it its employees. NOW, THEREFORE, it is understood and agreed as follows:

1. The Employer agrees to make contributions to the Fund, on behalf of its employees as of their date of hire, in accordance with the terms of this Participation Agreement. Contributions must be made for all hours worked by Employer's employees commencing on the effective date of this Participation Agreement. The Fund agrees to provide pension benefits pursuant to the Plan to eligible employees of the Employer.

2. The Employer agrees to contribute to the Fund in accordance with the terms of the Fund's Rehabilitation Plan with the Pension Protection Act of 2006 for each employee identified in paragraph one (1) of this Participation Agreement.

The Employer shall contribute to the Fund as follows:

- For the period of September 1, 2011 through and including August 31, 2012 at the rate of \$7.6650.
- For the period of September 1, 2012 through and including August 31, 2013 at the rate of \$8,1150, which represents the previous rate of \$7,6650 plus an increase of \$0,45 pursuant to the terms of the Fund's Rehabilitation Plan.
- For the period of September 1, 2013 through and including August 31, 2014 at the rate of \$8,5650, which represents the previous rate of \$8,1150 plus an increase of \$0.45 pursuant to the terms of the Fund's Rehabilitation Plan.

Employer payments shall be accompanied by the Fund's remittance reports and/or any other information desmed necessary or required by the Trustees. Contributions shall be made to the Fund for each hour for which the employee is paid by the Employer, up to a maximum of eight (8) hours per day and forty (40) hours per week, and shall be made in accordance with the Trust Agreement, as amended. Contributions shall be payable from the first day of employment and shall be paid in accordance with the Fund's governing documents.

3. Contributions shall be made payable to the "Local 807 Labor-Management Pension Fund." Contributions and remittance reports are due on or before the 20th day of each month following the month in which hours are worked. Upon the failure of the Employer to make payment of any contribution when due or to provide records as required herein, the Trustees shall be entitled, at their sole option, to take any action permitted by this Participation Agreement, by the Trust Agreement, and/or by law to collect such contributions, together with interest, calculated at 18% annum, liquidated damages equal to 20% of the delinquent contributions, attorneys' fees, auditor's fees, disbursements and costs.

4. The Employee agrees that the participation of its Employees in the Fund is conditioned on its compliance with the participation, coverage and non-discrimination requirements of the Fund and the Internal Revenue Code. The Employer agrees to provide any information required by the Trustees to determine whether the participation of its Employees complies with these requirements. The Employer agrees that if it fails to provide accurate information requested by the Trustees or fails to comply with the participation, coverage and non-discrimination requirements of the Fund and the Internal Revenue Code, the participation of its Employees will terminate automatically as the first day of the Pian year in which such failure to comply occurred.

5. The Employer acknowledges that the Trustees may terminate the Employer's participation at any time in their sole discretion.

6. Any claim that the Employer has failed to make proper payment or to file proper reports with the Fund may be submitted to final and binding arbitration before an arbitrator(s) designated by the Trustees for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund,

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together with interest, liquidated damages, attorneys' fees, and costs. Said arbitrator shall not have the power or authority to modify the provisions of the Trust Agreement or this Participation Agreement.

7. The Employer hereby accepts, ratifies and adopts the Trust Agreement, as amended, and any future amendments to the Trust Agreement. The Employer agrees to be bound by to all the terms and conditions of the Trust Agreement, the Plan of benefits adopted by the Fund pursuant to the Trust Agreement, and the decisions of the Trustees in administering the Plan and rules and regulations adopted by the Trustees in administering the Fund, and all of the actions of the Trustees in administering such Fund. The Trust Agreement and the Plan are incorporated in this Participation Agreement by reference. The Employer hereby accepts as Trustees the present Trustees appointed under the Trust Agreement and all succeeding Trustees that are appointed in accordance with the terms of the Trust Agreement.

8. The Employer shall maintain such records, reports, and information on its employees as may be necessary for the proper administration of the Fund as are now or may hereinafter he required by the Trust Agreement.

9. The Employer authorizes the Fund to perform, as the Trustees deem necessary, audits of the payroll and employee wage records of the Employer as well as other documents reasonably necessary to determine whether and to what extent the Employer has made the contributions specified herein for any relevant period, and the Employer agrees to comply with the provisions of the Trust Agreement and the Fund relating to such audits. These rules include, but are not limited to, reimbursement of audit fees, liquidated damages and interest. The Employer agrees to cooperate in the performance of such audits shall pay amounts determined to be due as a result of any such audit promptly upon demand.

10. The Fund agrees to distribute and make available to employees of the Employer copies of the Plan, the Summary Plan Description, and any other documents that are required by law to be distributed to participants of the Plan.

11. The Employer acknowledges that the Trustees have full discretion and authority to: determine eligibility for benefits for employees of the Employer; adopt rules governing the participation of Employer's employees in the Fund which may be included in the Plan, the Trust Agreement, and/or any other documents governing the Plan; and amend and interpret these rules and documents. Such rules and documents may be amended by the Trustees without the consent of the Employer.

12. Notwithstanding anything in this Participation Agreement (or any amendment hereof) to the contrary, no provision of this Participation Agreement shall be construed to violate the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Internal Revenue Code, or any other applicable law. In the event that any provision of this Participation Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect upon, and shall not impair the enforceability of, any other provision of this Participation Agreement. In addition, nothing contained herein shall be deemed a waiver of any rights or authority granted to the Trustees by the Trust Agreement, as amended, or any resolution of the Trustees.

13. This Participation Agreement may be amended to the extent required by law without the consent of the Employer.

14. This Participation Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to contracts made and performed in the State of New York (without giving effect to the principles thereof relating to conflict of laws), except to the extent otherwise governed by federal law.

15. This Participation Agreement sets forth the entire agreement of the parties hereto, is intended to be a complete and exclusive statement of the terms hereof, and may not be modified or amended except by a writing signed by all of the parties hereto or pursuant to paragraph thirteen (13).

16. This Participation Agreement shall inure to the benefit of the parties hereto, and their successors and assigns.

 The Employer shall not have any right, title or interest to any of the assets of the Plan.

18. It is understood and agreed to by the parties to this Participation Agreement that the Trustees shall have complete authority and discretion to determine eligibility for benefits for employees of the employer.

19. This Participation Agreement may be executed in any number of counterpart copies, each of which shall be deemed to be, and have the force of, an original, but all of which shall be considered the same instrument.

20. The Employer agrees that the participation of its employees in the Plan may be terminated immediately if the Employer violates any provision of this Participation Agreement, the Plan, or the Trust Agreement incorporated herein. Otherwise, this Participation Agreement shall continue in effect until terminated in writing by the Trustees upon 60 days advance written notice to the Employer.

21. Nothing in this Participation Agreement shall be deemed as an admission that prior contributions were made without authority or in violation of any law or regulation.

This Participation Agreement shall be effective until December 31, 2013.

IN WITNESS WHEREOF, this Participation Agreement is executed and effective as of

the day and year first written above.

Trustees of the Local 807 Labor-Management Health Fund

Local 807, J.B.T.

Bya Union Trustee

Employer Trustee

By:

Mr. John Sullivan, President

ANT	Teamste🏟		-	Island City, NY 11103 • Fax (718) 726-7037
	LOCAL UNION 807		Ę-ma	ail: roca3807 @ aol.com
	Fruck Drivers, Warehoussmen, Exposition, Convention an Greater New York Vicinity and Metropolitan Area	c frade show chip byes	×	।< द⊼≫ r:
	John "Suddy" Sullhan Rathony Storz (# Herrora Prosident Secretary-Treasure: Vice President	Raympod Asquina - A Reculding Secretary	inger Carbelo – fil. Tuslee	adys Nievas Marty Neyers Trustas Trustas
NUSARDR	ANDUM			REEC'd 6/40/16
To:	Health and Pension Funds		/	(IP
From:	Tony Storz	V	í	
Subject:	Unlimited Productions			
	155 East 55 th Street #204, NY, NY 10022			
Date;	June 20, 2016			

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all streight hours effective October 1, 2014 three September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six costs (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employees will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annulty payments made by the Employer in the member's name.

HEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employee for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sondays, and holidays (whether worked or not), the Employee shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Reakh Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, skall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.44 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

59.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health. Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days. Saturdays, Sandays, and holidays (whether worked or not), the Employer shall cuntribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight (jme and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man schiority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018

The rate of contribution to the Pension Fund for ell other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senjor most employee within the per hour core shall immediately move up into the higher rate per hour core and have that attount thereafter contributed on higher behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension tehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

vacation time. No benefits (nealth, pencion and annuity) will be puid on vacation pay

- C. All days worked and all days (except vacation days) for which any Employer must pay on Employee's shell be totaled to establish an Employee's eligibility for an control vacation benefit. Each Employee's earned vacation benefit. An Employee must be paid a minimum of four hundred (400) hours in the industry during the qualifying period to be eligible for a vacation benefit.
- D. Work days lost through compensation claims are to be included when computing the number of days for eligibility for a vacation benefit, provided the Employee worked four hundred (400) hours during the qualifying period.
- E. Vacation benefits for itinerant workers shall be paid on or before June 30th of each year.

SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher at superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be medified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is flower at twenty (20) men for this contract.

D The Foreman, selected by the employer shall be the first man assigned on each job.

 $\Sigma_{\rm e}$ Each employer has the right to same the first three (3) men (from the 20-men seniority list) for each overt from each day's total Teamster call.

F. If the ention is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

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SECTION 10.

HEALTH AND PENSION

AT HEALTH

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The Employer shall participate in the Local 807 Labor-Management Health Fund Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

Where, during any quarterly reporting period, on Employee is paid by an Employee for less than sixtyfive (63) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or oot), the Employer shall contribute at the prevailing rate, to the nearth Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (63) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or pet), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Hoalth Fund offective.

October 1, 2014 the rate shall be \$7,94 per hour. October 1, 2015 the rate shall be \$2,19 per hour. October 1, 2016 the rate shall be \$3,44 per hour. October 1, 2017 the rate shall be \$3,69 per hour. October 1, 2018 the rate shall be \$3,94 per hour. October 1, 2018 the rate shall be \$5,19 per hour.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1 Where, during any quarterly reporting period, so Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and bolidays (whether worked or not), the Employer shall contribute, al the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtices hour, up to a maximum of five hundred twenty (529) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Solardays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the provailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) mm seniority list,

Effective October 1, 2014 the rate shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.315 per hour. Effective October 1, 2018 the rate shall be \$10.315 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be \$6.95 per hear. Effective October 1, 2015 the rate shall be \$7.40 per hear. Effective October 1, 2016 the rate shall be \$7.85 per hear. Effective October 1, 2017 the rate shall be \$8.30 per hear. Effective October 1, 2018 the rate shall be \$8.75 per hear.

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*



P.7

Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the scalor most cappleyee within the per hour core shall immediately move up into the higher mis per hour core and have thus amount thereafter contributed on his/her behelf to the Pension Fund. There shall be twenty (20) men in the higher rate persion at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAE PLAN

Pension increases shall be as prescribe per the pension reheb plan. The employer adopts the terms and condition of the Pension Rebebulitation Plan.

(D) TRUST FUNDS:

 a. The Trustees of the Health and Peasion Funds shall be those persons now active as Trastees, or their duiy designated successors.

b. Contributions shall be made to the Trances of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trastees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both periods and health banefits

d. The Trastees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trastees shall set ford: the rules and provisions governing the administration of the Funds. If the Trastees do not agree on rules covering the foregoing, a nourel Trastee shall be added to the Board of Trastees and the decision of a majority of the Board of Trustees with respect to the whole or any pan of the Health and Pension Funds shall be binding upon the parties hereto

c. The Trustees of the Health and Peosion Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deers, justified to offset the added cost of collection

In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer vie ordingry mail by the Administrator of the Funds, and copies are sould to the Union, Pension and/or Health Tensues, and if said default is not paid within five (i) working days after said notice of default, then the provisions for arbitration shall be deemed canceled with drawn and waived by the Employer and the Union shall thereupoe order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social seconity numbers of all Employees, both Union and nonumon, who have worked in the preceding quarter in all classifications covered by this Agreement and such teatement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Resift and/or Pension Funds on behalf of corporate officers or salarice employees, performing covered employment during a quarterly reporting period,

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AN SAK	Teamst	ers			9th Street, Lo		
				and Trade Show Emp		-mail: loca:80	-
		Icinity and Metropo: Antheny Store Sectory-Treasurer		Reymond Asgninp Recording Set relary	Angel Cystela Crustee	Eladys Niaves Trestee	Marty Meyers Trustes
MEMORANI	<u>DUM</u>			-			
То:	Local 807 Healt	h and Pension F	unds			Salit	
From:	Lu Herrera-Vice	e President			51	an lit	
Subject:	United Envelog	րբ				jî	
Date: 4	May 27, 2016				· •		

United Envelope has signed a Collective Bargaining Agreement on for the period of April 1, 2016 thrumarch 31, 2019.

ARTICLE 19. HEALTH. PENSION AND ANNUITY FUND

1. The Employer shall participate in the Local 807 Labor-Management Health, Pension, and Profit Sharing Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

* Profit Sharing Fund- \$.50 per hour for all hours paid for the life of the contract.

Α.				
	Health Fund Increases			
	Effective April 1, 2016 Health Filing shall be \$8.44	• .		
	Effective April 1, 2017 Health Fund shall be \$8.69			
	Effective April 1, 2018 Health Fund shall be \$8.94		• . • • •	
			÷ •	
В.	Pension Fund Increases: As per the Pension Rehabilitation Plan.		· .	
	Effective April I, 2016 Pension Junu shall be \$9.915			
	Effective April 1, 2017 Pension Fund shall be \$10.365			
	Effective April 1, 2018 Pension Find shall be \$10.815			

The Reployer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution intreases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. All contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight-(8) hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds. Contributions shall not exceed 40 hours per week 3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds ousts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

6. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

7. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

8. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health. Pension, and Profit Sharing Funds shall be binding upon the parties herein.

9. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deen justified to offset the added cost of collection.

ARTICLE 14. ENFORCEMENT OF AGREEMENT

Both parties have the obligation to enforce all provisions of this Agreement.

ARTICLE 15, NONDISCRIMINATION

There shall be no discrimination against any employee by either the Employer or the union in regard to hiring, tenure of employment, promotion, transfer or other conditions of employment because of race, creed, color, sex, age, religion or national origin.

ARTICLE 16. MANAGEMENT RIGHTS

The Employer retains all rights not specifically abrogated by this Agreement, including the right to control and supervise all of its operations, to determine the business or businesses it will conduct, to determine the activities and functions it will conduct in pursuit of its businesses, and to direct all working forces (including the right to select hire, layoff, transfer, suspend or discharge employees for cause), to control and regulate the use of all equipment and other property of the Employer, to change location or facilities, to maintain discipline among employees, to introduce new or different methods or facilities, to consolidate and/or eliminate positions to cease or suspend business activities and to otherwise promute efficiency in the operation. The provisions of this Article, however, are not to be used by the Employer for the purpose of discriminating against the Union er any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slawdowns and the Employer agrees that there will be no lock -outs.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in the introdiate family of an employee who has been on the seniority list for at least six (6) munths (i.e., spouse, parents, sister, brother, children, grandchildren, motherin-law or father-in-law), the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. Two (2) days shall be guaranteed regardless of day of death or day of fimeral, provided the employee loses two (2) days of world upportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer.

Article 19. HEALTH, PENSION AND ANNUITY FUND

1. The Employer shall participate in the Jocal 807 Labor-Management Health, Pension, and Profit Sharing Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

* Profit Sharing Fund- \$.50 per hour for all hours paid for the life of the contract.



A. Health Fund Increases:

Effective April 1, 2016 Health Fund shall be 58-44 Effective April 1, 2017 Health Fund shall be 58.69 Effective April 1, 2018 Health Fund shall be 58.94

B. Persjon Fund Increases: As per the Pension Rehabilitation Plan.

Effective April 1, 2016 Pension Fund shall be \$9.915 Effective April 1, 2017 Pension Fund shall be \$10.365 Effective April 1, 2018 Pension Fund shall be \$10.815

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth to this Agreement.

2. All contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds.

Contributions shall not exceed 40 hours per week 3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the secondary of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

 The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly. 8. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health, Pension, and Profit Sharing Funds shall be binding upon the parties hereto.

9 The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

 All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with the following schedule:

one year - 2 weeks three years - 3 weeks fifteen years - 4 weeks twenty years - 5 weeks thirty years - 6 weeks

The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates.

Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April 1 through March 31 of each contract year. All employees hired after September 30 of the contract year will receive 1 day vacation for each 30 days worked for the following contract year not to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for, including those allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (30) days in that contract year.

4. In any case, where any of the holidays covered in this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra eight (8) hours vacation with pay or an additional eight (8) hours pay for such holiday.

5. The Company shall determine the vacation schedule each year and shall give preference to the senior employees. Employees who are discharged by the Company for cause and those who terminate their employment shall be paid their accrued allowance.

6. The vacation period will be from April 1 to March 31. The Company will post a vacation

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Teamsters **UNION 807**

32-43 49th Street, Long Island City, NY 11103 Phone (718) 726-2525 • Fax (718) 726-7037 Ermail: local807@ao/.com

Truck Drivers, Warshousemen, Exposition, Convention and Trade Show Employees, Greater New York Vicibily and Metropoliton Area

lohn "Buddy" Şellivən Presider I

Anthony Store Secretary-Treasurer

10 Report Vice Resident:

Raymond Asquino Reporcing Scorelary Gladys Nieuns Merty Revers ñoster

Jrusies, Trustee OK OF Rec'd 6/20/17

- 1943 -

Scattbeady

Memorandum

To: Realify and Pension Funds

From: Tony Storg-Sec. Treas

Subject: Tattocedkingpin - Contribution letter

Date: June 20, 2017

The above employer has signed an agreement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employer has agreed that contributions on the imployees' hebalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight collars and twenty-three cenes (\$8.23) for all straight hours effective October 1, 2014 this September 30, 2020.

And for all double time hours at the sum of sixteen collars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020, for all double time avertime. The Profit Sharing shall be paid for all hours such as holiday's, sick cays and all other paid days.

Employers will provide individual written notice to all employees of Teartister Local No. 807 within thirty (30) days of the month end or all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

AT REALTED

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer static effective October 1, 2014 be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five ١. (65) days, including regular days, sick days, Saturdays, Sendays, and helidays (whether worked or not), the temptoyer shall contribute as the prevaiting rate, to the bealth floral on behalf of that thurployee for each paid straight time and overtime hour runto a maximum of five handred twenty (520) hours.

7 Where, during any curatery reporting period, an Employee is paid by an burbloyer for sixty-five (65) or more days, including regular days, sick days, Sarardays, Sundays, and bandays (whether worked or not), the Employed shall contribute, at the prevaiting rate, to the Health Firms on behalf of said Employee for eight (8) hours. per dity for each paid cay.

The rate of contribution to dre Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 20/6 the rate shall be \$8.44 per court October 1, 20)7 the rate shall be shall be \$3.69 per tour. October 1, 2018 the rate shall be \$8.94 per tour. October 1, 2015 the rate shall be

\$9.19 per hour. Realth contributions are (a be deposited i) a separate account, name be used for other than itearth Fourd-purposes.

www.bt807.com

(B) PENSION

The Employer shall participate in the Cocol 807 Cabor-Management Pers on Such Contributions by the Employer shall effective October 1, 2014 and to be and as follows.

Where, during any quarterly reporting period, an Employee is peal by the Employer for less than sixty-five (65) days, including regular days, such days. Solutions: Studieys, and holidays (whether worked or not), the Employer shall contracte, at the prevailing rate, to the Pension hand an beha f of said Employee for each paid straight time and overline nour, ap to a maximum of five bundled twenty (520) mains.

2. Where, during any quarterly reporting period, or comployee is paid by the Employer for accystive (65) or more days, including regular days, sick days, Sacardays, Scadnys, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Peasion Ford on behalf of said Employee for e gri (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (30) tran sew only fist, effective October 1, 2014, shall be \$9.0.5 per hour. Effective October 1, 2015 the rate shall be \$9.065 per hour. Effective October 1, 2016 the rate shall be \$10.765 per hour. Effective October 1, 2018 the rate shall be \$10.765 per hour. Effective October 1, 2018 the rate shall be \$10.765 per hour. Effective October 1, 2018

The rate of contribution to the Pension Find for all other employees, effective October 1, 2014 will be \$6.95 per hour

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 3, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 20-7 the rate shall be \$8.50 per hour - Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per nour.

If an employee permanently leaves the Higher Rate per loan core for whatever the reason the sensor must employee within the per-hour core shall immediately move up ato the higher rate per nour core and have that amount thereafter contributed on higher behavior the Pension Fund. There shall be twenty (20) menors the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the peasion reliab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 10.

HEALTH AND PENSION

(A) HEALTH

The Employer shall participate in the 1.002 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on holials of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Evaployer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2018 the rate shall be \$8.94 per hour.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Ensployer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Pond on behalf of said Employee for eight (8), hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list,

Effective October 1, 2014 the rate shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.315 per hour. Effective October 1, 2019 the rate shall be \$10.315 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be \$6.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$8.75 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior mest employee within the per hour core shall immediately muve up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHABPLAN

Pension increases shall be as prescribe per the pension robab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) <u>TRUST FUNDS:</u>

a The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their fully designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

The Trastees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Usion shall thereopon order and enforce a strike against the Employer in default, which shall not be considered a brach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunton, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, she'll be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION IL

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour.
 Effective October 1, 2015 the sum will be \$6.00 per hour.
 Effective October 1, 2016 the sum will be \$6.25 per hour.
 Effective October 1, 2017 the sum will be \$6.50 per hour.
 Effective October 1, 2017 the sum will be \$6.50 per hour.
 Effective October 1, 2018 the sum will be \$6.75 per hour.
 Effective October 1, 2018 the sum will be \$6.75 per hour.
 Effective October 1, 2018 the sum will be \$6.75 per hour.

For all overtime hours

Effective October 1, 2014 the som will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00 per hour Effective October 1, 2016 the sum will be \$12.50 per hour Effective October 1, 2017 the sum will be \$13.50 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour.

Each (implayee will be paid their pro-rata share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

	Teamster LOCAL UNION 807 Truck Orivers, Werktrousemen, Exposition, Convention at Greater Anny York Vicenty and Melropolitan Area		
MEMOR	Jatha 'Baddy' Sullivon Anthony Slotz (v Hermin President Secretary-Trossuror V ce Pres cent RANDUM		: Nieves - Marty Reyors Blet - Trustse
Το:	Health and Pension Funds		
From:	Tony Storz	5/20/15	
Subject:	Theatrical Resources - Contribution letter	51r /2	
Date;	May 19, 2015	/	

The above employer has signed an agreement offective from October 1,2014 to September 30,2020.

Profit Sharlog Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

A<u>) HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund (1997) Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of this Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 3, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION www.TeamatersLocal807.com.org.net The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer 00281





66282

shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or nor), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, op to a maximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sondays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Righer Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension cuntributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.





SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any etassification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without Braiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D The Foreman, selected by the employer shall be the first stan assigned on each job.

E. Each employer has the right to name the first three (3) mon (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION ID.

HEALTH AND PENSION

(A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overline hour up to a maximum of five hundred twenty (520) hours

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8).





hours per day for each paid day. The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per bour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2018 the rate shall be \$8.94 per hour.

Realth contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fond. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hout, up to a maximum of five hundred twenty (520) hours.

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Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C.) REHABPLAN

Pension increases shall be as prescribe per the pension reliab plan. The employer adopts the torms and condition of the Pension Rehabilitation Plan

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their doly designated successors.

b Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other tisings, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Unios, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and hommion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or remarks relative to such statement and th interview all Employees of the Employer. The Administrator shall forthwith report to writing the results of any inspection or interview.

F. Employe: contributions to the Local 807 Labor-Management Health and/or Pension Punds on behalf of corporate officers or salaried employees, performing covered employment during a gearterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

	Teamsters		Phone (718) 726-2525 • Fax (718) 726-7037 E-mail: local807@aol.com		
MEMOR		symptod Asguina cooding Secretary	Angel Curbelo Trustee	Cladya Nievez Harty Mayera Trustee Tusteo Rec'd 4/8/15	
To:	Health and Pension Funds			ÛF.	
From:	Tony Storz			/	
Subject:	Showtime on the Piers LLC - Contribution letter	r		V	
Date:	April 7, 2015				

Profit Sharing Fund.

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The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and tweinty-three cents (\$8,23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments shads by the Employer in the member's name.

REALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor Management Health Fund. Contributions by the Employer shall, affective Outoper 1, 2014 be paid as follows

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\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION.

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

www.TeamstersLocal8D7.com.org.net

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

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Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

- C. All days worked and all dz except vacation days) for which any Employee is must pay an Employee shall be totaled to establish. Employee's eligibility for an carned vaca occuefit. Each Employer shall pay its pro-rate share of an Employee's earned vacation benefit. An employee must be paid a minimum of four hundred (400) hours in the industry during the qualifying period to be eligible for a vacation benefit.
- D. Work days lost through compensation claims are to be included when computing the number of days for eligibility for a vacation benefit, provided the Employee worked four hundred (400) hours during the qualifying period.
- E. Vacation benefits for itinerant workers shall be paid on or before June 30th of each year.

SECTION &

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENJORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man scalority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

(A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows: Where, during any quarter reporting period, an Employee is paid by a ployer for less than sixtyfive (65) days, including regular $a_{-,5}$, sick days, Saturdays, Sundays, and holid whether worked or not), the Employer shall contribute at the preveiling rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

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The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2018 the rate shall be \$8.94 per hour.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fond. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sandays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

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The rate of contribution to the Pension Fund for men on the (20) man seniority list,

Effective October 1, 2014 the rate shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$10.815 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be \$6.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

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Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rebab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) <u>TRUST FUNDS:</u>

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

c. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in accounts, which they, in discretion, deem, justified to offset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

	Teamsters LOCAL UNION 80 Truck Drivers, Warehousemen, Exposition, Convention Greater New York Vicinity and Metropolican Area	2hor		-	8) 728-7037
MIEMOR	John "Buddy" Sullivan Anthony Store Lu Hintere President Secretary-Treasurer Vice Preside ANDUM	Raymond Asquina t, Recording Sacials ty	Auget Cardeto Truslae	Gladys Alleres Trussee Roc'd_	Marty Meyers Tristee Alight 5
To:	Health and Pension Funds			(<u>a</u>	e)
From:	Tony Storz				
Subject:	Spectrum Show Services Contribution lett	τ			
Date:	February 19, 2015				

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Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND BENSION

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The Employer shall participate in the Local 807 Labor-Management Health Fund Contributions by the Employer shall, affective October 1, 2014 be paid as follows

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(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

www.TeamstersLocal807.com orginet





1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid, straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

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(C) REHABPLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

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SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to flose provided in this Agreement, then such wages, terms and conditions shall continue in full force and offect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

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B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

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D. The Foreman, selected by the employer shall be the first man assigned on each (ob.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

A) <u>BEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Find. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 perhour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

(<u>B) PENSION</u>

e

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, such days. Salurdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred (wenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Pond on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority lis!, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 (the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective Optober 1, 2017 the rate shall be \$8.30 per hour. Effective Optober 1, 2018 the rate shall be \$8.75 per hour. Effective Optober 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/ner behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension et all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the prusion rehab plan. The employer scopts the terms and condition of the Pension Rehabilitation Plan.

(D) <u>TRUST_FUNDS;</u>

a. The Trustees of the Hoalth and Pension Funds shall be those persons now active as Trustees, or their duly designated successors

b. Contributions shall be made to the Toustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a

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c. The Trustees of the **With and Pension Funds may assess penaltic** any and all definquent payments in amounts, which they, in discretion, deem, justified to offset the added past of collection

In the event the Employer defaults in payment of peosion and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and coforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security aurabers of all Employees, both Unior, and nononion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the tright to inspect the books and/or records relative to such statement and to interview all Employees of the Employeer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hut; died and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour.

For all overtime hours effective October 1, 2014, the sum will he 511 50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 3, 2016 the sum will be \$12.50. Effective October 1.2017 the sum will be \$13.60 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to set as Shop Steward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be laid off before the employer selected foreman, and shall not be discriminated against moder any circumstances. All foremen shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

	Teamsters LOCAL UNION 8 Truck Orlivers, Warehoudemon, Exposition, Conve- Greater New York Visinity and Metropolitan Area	Phc 07	one (718) 726-2 E	ong Island City, NY 11103 525 • Fax (716) 726-7037 -mal.: local807@acl.com
	John "Buddy" Sullivair Anthony Storz Lu He President Secretary-Treasuror Vice Pre	Alagona Hadenia		Marty Heyers Scott Brady Torstee Trustee
MEM	IORANDUM			Rec'd 6/24/17
To:	Health Welfare and Profit Sharing Fund			Œ
From:	La Herrerra- Vice President.			
Subject	Standard Tinsmith			
Date:	June 27, 2017			

The above Employer has signed a Collective Bargaining Agreement effective for the period December 2, 2016 to December 1, 2019.

J-HEALTH FUND CONTRIBUTION

During the term of this Agreement, the Biogloyer shad contribute to Local 807 Jabor-Management Health Fund ("Health Fund") on behalt of its covered employees. The benefits of that program shall be those prescribed by the Toratees of the Health Fund.

The binologer is correctly contributing the national of \$8.19 per hour turo the Health Public for all covered employees.

The finiployer shall notice the following contributions to the Health found during the term of this Agreement.

12/2/16 12/2/17 12/2/18

Health Fund Courribucion Rate \$8.44 \$8.69 \$8.94 2-PENSION EUND CONTRACTION

During the term of this Agreement, the Employer shall contribute so Local 807 Labor-Management Pension Bind ("Pension Fund") on Behall of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Pension Fund.

The Engloyer is contently countributing the amount of \$7.19 per hour into the Pension Fund for all covered employees. As of December 2, 2011, the Employee adopts the terms and conditions of the Pension Fund's Rebubilitation Plan along whici all future amendments. The Employee agrees to pay the annual contribution increases required by the Rebabilitation. Plan as amended as if said contribution schedule was set forth in this Agreement. Commencing December 2, 2016, the Employee shall contribute the amount of \$7.64, per hour with 45 cent increases every December 2 unless changed by the Truttees of the Pension Fund.

ECONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 31 and 32, shall be made for all bours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week

(b) No contribution shift be due for any of the following:

(1) Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);

(2) Vacation pay tecessed by an employee who has worked through his vacation and received 40 hours regular pay in the same week.

(3) Jany dury pay.

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(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE OCCURRENCE OF THE ACTION THAT IS BEING ARBITRATED.

SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per day for each day served on jury duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by of under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 HEALTH FUND CONTRIBUTION

During the term of this Agreement, the Employer shall contribute to Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Health Fund.

The Employer is currently contributing the amount of \$8.19 per hour into the Heelth Fund for all covered employees. The Employer shall make the following contributions to the Health Fund during the term of this Agreement.

	12/2/16	12/2/17	12/2/18
			6 .
Health Fund Contribution Rate	\$8.44	\$8.69	\$8.94

SECTION 32 PENSION FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to Local 807 Labor-Management Pension Fund ("Pension Fund") on behalf of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Pension Fund.

The Employer is currently contributing the amount of \$7.19 per hour into the Pension Fund for all covered employees. As of December 2, 2011, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement. Unless changed by the Trustees of the Pension Fund.

Pensior: Fund			
Contribution Rate	\$7.64	\$8.09	\$8.54

Unless changed by the Trustees of the Pension Fund.

SECTION 33 CONTRIBUTION LIMITATIONS

 (a) All of the Health and Pension Fund contributions as set forth in Paragraph 35 and 32, shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(5) No contribution shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);

(2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week; (3) Jury duty pay.

SECTION 34 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries there under. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification coverel by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employers and the Trustees.

SECTION 35 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, denotion, transfer, layoff and termination, and all other terms and conditions of employment.

	Teamsters Shone (719) 726-2525 • Faile COCAL UNION 807	-
	Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees	, € ∰⊙ ↔
MEMOR	Jabo "Buddy" Sullivan Anthony Slorz Ly Horsera Baywood Asquino Adgel Curbelo Gladys N Presiden: Secretary-Treasurer Vice President Recording Secretary Trustee Truste RANDUM	e Truslee
To:	Health and Pension Funds	(det)
From:	Tony Storz	
Subject:	Select Contracting Contribution leaser	
Date:	February 19, 2015	

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The above employer has signed an agreement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employer has agreed that contributions on the Employees behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020;

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION --

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

ί. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of flve hundred twenty (520) hours.

Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or 2 more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each peid day.

The rate of contribution to the Health Fund, offective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health. Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer 00300 shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shell contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2015 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

PRICE BENEFITS - MAINTENANCE OF SZ . NDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement

SECTION 9.

SENIORITY CLAUSE

A Unior and Employer recognize the principle of sectority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Sento: Employees shall have preference to work at the job for which the pay is highest, provided such Employee (s qualified for such work.

C. Any Employee working that y(30) days in one hundred (100) shall be placed on the seniority list as of his fust day of hire. No Employee may be on more than one (1) seniority itst at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D The Foreman, selected by the employer shall be the first man assigned on each job.

F. Each empioyer has the right to name the first three (3) men (from the 20-man seniority hst) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senter man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

A<u>) HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Realth Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five bundred twenty (520) hours

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sandays, and helidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2016 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

five (65) days, including regulations, sick days, Saturdays, Sandays, and Saidays (whether worked or not), the Employer shall contribute, the prevailing rate, to the Pension Pand on Dealt of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours

2. Where, during any quarterly reporting period, an Employce is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or no!), the Employer shall contribute, at the provailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (26) man senjority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2019 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour - Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Highe- Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trestees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection. sent to the Union, Pension and/or Health Trustees, and if said default is a chaid within five (5) working days after said notice of default. If the provisions for arbitration shall be decade canteled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonutrion, who have worked in the proceeding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on benaif of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the provaiting rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$13.60.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last must to be haid off before the employer selected foreman, and shall not be discriminated against under any circumstances. All foremen shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the meation of a new position for the Employer.

SECTION 13

TRAVELING

A. All Employees seat outside of the Metropolitan District are to be paid for traveling time, meals and hotel expenses.

B. All Employees sent beyond a radius of sixty-five (65) miles from gatage, not including Long Island.

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Teamster

32-43 4 Treet, Long Island City, NY 11103 Phone 1718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

NEW BY

Truck Drivers, WareHousemen, Exposition, Convention and Page Show Employees – Greater New York Vicinity and Watropoliilan Avea

John "Boody" Sullivan President

Ivan Anthony Storz Secietary Treasurat Le Aprena Répmand Asquino Angel Curbolo Vice President Reconging Secretary Trustice

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MEMORANDUM

To: i	Health and	Pension	Funds
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From: John Sullivan

Subject: Riveredge Transportation

Date: May 10, 2016

The above employer has signed an agreement effective from April 1, 2016 To March 30,2020

The employer has agreed to make the following contributions to the Funds:

Artide 29. Health Fund

- 1 The Employer shall participate in the Local 807 Labor Management Health Fund. To provide the benefits prescribed by the Trustees of the Fund, the Employer shall contribute to the Fund for every hour worked for with the maximum of eight (8) hours per day/(only (40) hours per week maximum.
- Health Contributions are to be deposited in a separate account and not to be used for other than Health. Fund purposes

The Employees hourly rate of contributions to the Health Fund shall be as follows:

April 1 2016	April 1, 2017	April 1, 2018	April 1, 2019
\$8.44	\$8.69	\$8.94	\$9,19

3 The Trustees of the Health and Pension Funds shall be those persons now active as 'Trustees, or their duly designated successors.

Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

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5. The Trustees of the Heath and Pension Funds shall establish rules, which shall include, among other things the requirements for eligibility, distribution of Health and Pension Funds and the rights of Employees thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health, Pension and Annuity Funds.

6. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in the amount, which they in their discretion, deem, justified offsetting the added cost of collection

Article 30, Pension Fund

1

1 The Employer shall participate in the Local 807 Pension Fund in order to provide the benefits prescribed by the Trustees of the Fund.

As of April 1, 2012, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if sale contribution schedule was set forth in this Agreement.

The Employer shall contribute the following based on forty (40) hours per week maximum:

April 1, 2016	April 2017	April , 2018	April 1 2019
\$565	\$61D	\$6 5 5	\$7.00

- Vacation earned must be taken by the Employees and no Employee shall be entitled to vacation pay in licu of vacation untess by mutual agreement of the Employee and the Employee.
- 10. Any Employee may split his vacation subject to the Employees epproval.

Article 28. Holjdayş

The following shall be recognized as paid holidays under this agreement:

New Years Day	Independence Day
Mertin Lother King Day	Labor Day
Washington's Birthday	Amistice or Veteran's Day
Gcod Friday	Thanksgiving Day
Memorial Day	Christmas Day

Any Employee covered by this Agreement who was not ordered for work on a notiday shall
neverthefess be guaranteed the above notidays provided such Employee makes himself available
for work on the scheduled work day before and the scheduled work day following the holiday and
further provided that the Employee is available for work a minimum of three (3) days during the
holiday work.

These provisions shall also apply if a holiday is on a Saturday or a Sunday.

Article 29. Health Fund

- The Employer shall participate in the Local 807 Labor Management Health Fund. To provide the benefits prescribed by the Trasfees of the Fund, the Employer shall contribute to the Fund for every hour worked for with the maximum of eight (9) hours per day/forty (40) hours per week maximum.
- Realth Contributions are to be deposited in a separate account and not to be used for other than Health Fund purposes.

The Employees neurly rate of contributions to the Realth Fund shall be as follows:

April 3, 2016	April 1, 2017	April 1, 2018	April 1, 2019
\$8.44	\$8.69	\$8.94	\$ 9 .19

 The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

Contributions shall be made to the Trustees of the Funds, The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

5. The Trustees of the Health and Pension Funds shall establish rules, which shall include, among other things, the requirements for eligibility, distribution of Health and Pension Funds and the rights of Employees thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health, Pension and Annuity Funds.

6 The Trustees of the Health and Pension Funds may assess penalties for any and all definquent payments in the amount, which they in their discretion, deem, justified offsetting the added cost of collection.

Article 30. Pension Fund

 The Employer shall participate in the Local 507 Pension Fund in order to provide the benefits prescribed by the Trustees of the Fund.

As of April 1, 2012, the Employer adopts the (orms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. The Employer shall contribute the following based on forty (40) hours per week maximum.

April 1, 2016	Aprii 1, 2017	April 1, 2018	April 1, 2019
\$5.65	\$6.10	\$6 55	\$7.00

Article 31. Wages

3 During the term of this Agroement hourly wages will be paid as follows:

<u>April 1, 2016</u>	<u>April 1, 2017</u>	A <u>gril 1, 2018</u>	Ap <u>ril 1, 2019</u>
\$21.57 /Hr	\$21.727Hr.	\$21.87/Hr.	\$22.02 /Hr.

Article 32, Successors and Assigns,

- When the Employer acquires of purchases control of another business, the Employees of such other business that are within the specific job classifications covered by this Agreement shall be placed at the bottom of the Employer's seniority list in the order of their seniority with their former Employer.
- This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. If an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment receivership or bankruptcy proceedings, the operation shall continue to be subject to the terms and condition of this Agreement for the life thereof.

The Employer shall not operate, maintain, or conduct any establishment or place of business for the purpose of evalueg the terms of this Agreement.

	LOCAL UNION		Phone (726-78 3 7
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MISMOR To:	ANDUM Health and Pension Funds		1	/		
From:	Tony Storz		, S)3116 jõe		
Subject	Scope Art Show - Contribution letter			ξĊ		
Date:	March 23, 2016					

The above employer has signed an agreement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30.2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employees will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employee in the member's name.

HEALTH AND PENSION

<u>A) HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five handred twenty (520) hours.

Where, during any quarterly reporting period, an Employee is paid by an Employee for sixty-five (65) or more days, including regular days, sick days. Saturdays, Sundays, and bolidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the tate shall be \$8.94 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the tate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.99 per hour. October 1, 2018 the tate shall be \$8.99 per hour. October 1, 2018 the tate shall be \$8.99 per hour. October 1, 2019 the rate shall be \$9.19 per hour. Itealth contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer

shall, effective October 1, 2014 and to be baid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (Whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on hehalt' of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9,015 per hour. Effective October 1, 2015 the rate shall be \$9,965 per hour. Effective October 1, 2017 the rate shall be \$10,365 per hour. Effective October 1, 2018 the rate shall be \$10,365 per hour. Effective October 1, 2018 the rate shall be \$10,815 per hour. Effective October 1, 2019 the rate shall be \$10,365 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2016 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October (, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the scalar most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on higher behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other that Pension Fund purposes.

(C.) REHAB PLAN.

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Pension increases shall be as preserior per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

work on that show for the day, for the Employer being picketed. Any days worked after the fast day, the foreman shall follow the sector() list

SECTION 10.

HEALTH AND PENSION

(A) REALTH

The Employer shall participate in the Local 807 Labor-Management Mealth Fund. Contributions by the Employer shall, diffective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, as binployee is pair by an Employee for less than sixtyfive (65) days, including regular days, sick days, Sanirdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five bundred twenty (520) hours.

2. Where, during say quarterly reporting period, an Employee is paid by an Employer (or sixty-five (65) or more days, including regular days, sick days. Saturdays, Sundays, and hubidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Beatth Fund on behalf of said Employee for eight (\$) hours per day for each paid day.

The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2016 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as fullows

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days. Saturdays. Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing tota, to the Pensiou Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sondays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day. The rate of contribution to the Pension Fond for men on the (20) man seniority list,

Effective October 1, 2014 the rate shall be \$9.515 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$10.815 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be \$6.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$8.75 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount discussive contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pention at all times.

Pension contributions are to be deposited in a separate account, per to be used for other than Pension Fundpurposes.

(C.) REHABPLAN

Pension moreases shall be as presented per the pension schah plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) <u>TRUST FUNDS:</u>

a The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duty designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits

d The Trustees shall establish rules, which shall include among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a medical Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Board of Pension Funds shall be biochographic parties hereto.

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The Trustees of the Health and Pension Funds may assess penalties for any ani all delinquent payments in amounts, which drey, in discretion, deem, justified to offset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union. Pension and/or Health Trustees, and if said default is not poid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submix to the Administrator of the Funds a statement, ender oath, acting forth the names and social security mumbers of all Employees, both Union and nonembor, who have worked in the proceeding quarter in all classifications towered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthweth report in writing the results of any juspection or interview.

() Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers of salaried employees, performing towered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION II

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 3, 2014 and to be paid as follows:

 For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hear.

Effective October 1, 2015 the sum will be \$6.00 per hour Effective October 1, 2016 the sum will be \$6.25 per hour Effective October 1, 2017 the sum will be \$6.50 per hour Effective October 1, 2018 the sum will be \$6.75 per hour. Effective October 1, 2019 the sum will be \$7.00 per hour.

For all mertime hours

Effective October 1, 2014 the sum will be \$11,50 per hour Effective October 1, 2015 the sum will be \$12,00 per hour Effective October 1, 2016 the sum will be \$13,50 per hour Effective October 1, 2017 the sum will be \$13,00 per hour Effective October 1, 2018 the sum will be \$13,50 per hour Effective October 1, 2018 the sum will be \$13,50 per hour

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payrall period in December in each contract year.

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	John "Buddy" Sulliven President ANDUM	Anibooy Slorz Saciatary-Traasurer	Lu Harrera Vico Président	Reprinted Association Recording Secretary	Angel Curbalo Trustee	Cladys Hieves Tustec Rec'al J	Menty Mayors Trustee
Го:	Health and Pensior	n Funds				<u>a</u>	e e
From:	Tony Storz						

Subject: Renaissance Management - Contribution letter

Date: February 19, 2015

The above employer has signed an agreement effective from October 1,2014 to September 30,2020

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), offective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Shaving shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by (it's Employer in the member's name.

HEALTH AND PENSION

AMEALTH

The Employer shall participate in the Local 807 Labor-Management Health Eurid > Contributions by the Employer shall, effective October 1, 2014 be paid as follows

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five ι. (65) days, including regular days, sick days, Saturdays, Sundays, 'and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

Ζ. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and Anlidays (whether worked or nnt), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer





shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saurdays, Sandays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holideys (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

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PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a jub classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

<u>A) HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 3, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 5, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Pund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred (wenty (520) hours.

2. Where, Curing any quarterly apporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Softrdays, Sundays, and holidays (whethe: worked or not), the Employer shall contribute, at the prevailing rate, to the Peasion Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for mea on the (20) man seniority Est, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perhour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on higher behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension robab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) IRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their doly designated successors.

b Contributions shall be made to the Trastees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trastees.

The Trustees shall have the right to accept the Union as an Employee and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a

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c. The Trustoes of the **with and** Pension Funds may assess penaltie **w** any and all delinquent payments in amounts, which they, in discretion, decm, justified to offset the added cost of collection.

In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union. Pension and/or Health Trusices, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within (wenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security nuclibers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the tight to inspect the books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on hebalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate

SECTION II

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2019, the sum will be \$6.50 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.50 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.60. Effective October 1, 2016 the sum will be \$12.60. Effective October 1, 2016 the sum will be \$13.60 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rata share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS.

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adkered to by the Employer and the Employees. The Shop Steward shall be last man to be faid off hefore the employer selected foreman, and shall not be discriminated against under any circumstances. All foremen shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

Collective Bargaining Agreement

between

TEAMSTERS LOCAL UNION NO. 807 32-43 49TH Street Long Island City, NY 11103



And

Ribon Industries 283 59th Street Brooklyn, NY 11220

June 18, 2013 thru June 18, 2018

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<u> </u>		UNION		Phòn			8) 726-7037
		nity and Metropolita Anthany Stora Secretary-Treasurer		id Trade Show Empk Raymond Asgaloo Recording Secretary	Angala Surbela Trustee	Sladys Nieves Trustee Rocc'd (GF)	чату Муния Tucsise 712-[1_3
To:	Health ar	d Pension Fund	ls				
From:	Tony Sto	rz-Vice Preside	2001			\sim	J
Subject:	Ribon In	iustries					
Date:	June 27. 1	20:3					

The above employer has signed a Collective Bargaining Agreement that is effective for the period of June 18, 2013 through June 18, 2018.

The contributions will be as follows:

The Employer shall participate in the Local 807 Labor-Management itealth & Welfare & Pension ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Health Fund Increases:

Effective August 1, 2013 Health Fund shall be \$ 7.69 Effective August 1, 2014 Health Fund shall be \$ 7.94 Effective August 1, 2015 Health Fund shall be \$ 8.19 Effective August 1, 2016 Health Fund shall be \$ 8.44 Effective August 1, 2017 Health Fund shall be \$ 8.69

B. Pension Fund Increases: As per the Pension Rehabilitation Plan.

Effective August 1, 2013 Pension Fund shall be \$ \$:565 Effective August 1, 2014 Pension Fund shall be \$ 9.015 Effective August 1, 2015 Pension Fund shall be \$ 9.465 Effective August 1, 2016 Pension Fund shall be \$ 9.915 Effective August 1, 2017 Pension Fund shall be \$ 10.365

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.





SECTION 8 - STRIKES, LOCK-OUTS

During the life of this Agreement, no strikes shall be caused by the Union, or any affiliated Union, or by the members of any Union thereof; and no lock-outs shall be in-order by the Employer, until every peaceful method of settlement of difference shall have been tried, and until the conditions of settlement provided for in Section 9 of this agreement shall have been tried, have been tried and shall have been executed.

SECTION 9 - ARBITRATION

Should any dispute arise between the Employer and the Union, or between the Employer and any Union employed, the matter shall be taken up by representatives of the Employer and the Union. If such dispute cannot be adjusted by these persons, the dispute shall be submitted to arbitration by any person acceptable to both parties hereto, or to a member of the New York City Trucking Authority designated by the said board for that purpose.

SECTION 10 - SENIORITY NEW EMPLOYEES

Seniority shall prevail. New employees, Union and Non-Union shall have a trial period of thirty (30) calendar days, and, if retained by the Employer after that period, such employees shall be required to become members of the Union.

SECTION 11 - CHECK-OFF

The Employer will deduct the prescribed monthly Union dues from the wages of the employees who individually and voluntarily authorize such deductions. Any such authorization shall be made in writing and in accordance with and in compliance with the National Labor Relations Act, as amended. Such deductions shall be paid by the Employer to the Union by check.

SECTION 12 - HEALTH AND PENSION PLAN

. 1. The Employer shall participate in the Local 807 Labor-Management Health and Pension Fund ("Funds"): To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Health Fund Increases;

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Effective August 1, 2012 Health Fund shall be \$ 7.39 Effective August 1, 2014 Health Fund shall be \$ 7.94 Effective August 1, 2015 Health Fund shall be \$ 8.19 Effective August 1, 2016 Health Fund shall be \$ 8.44 Effective August 1, 2017 Health Fund shall be \$ 8.69

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8 Pension Fund Increases: As per the Pension Rehabilitation Plan.

Effective August 1, 2013 Pension Fund shall be \$ 8,565 Effective August 1, 2014 Pension Fund shall be \$ 9,015 Effective August 1, 2015 Pension Fund shall be \$ 9,465 Effective August 1, 2016 Pension Fund shall be \$ 9,918 Effective August 1, 2017 Pension Fund shall be \$10,365

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

in addition, should there by any chance in the rates of contributions required to be made to such Health and Pension Funds under the General Trucking Agreement, then such changes shall apply to the instant agreement and the Employer will make the then prevailing contributions to the respective said Funds as called for in the General Trucking Agreement for the remainder of this agreement.

SECTION 13 - BEREAVEMENT

Employees shall receive pay for three (3) days absonce due to the borcavement in the immediate family. Immediate family shall include mother, father, sister, brother, wife, child, father-In-law and mother-in-law.

SECTION 14-SUBCONTRACTING

For the purpose of preserving work and job opportunities for the Employees. covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the Employee. will be subcontracted, transferred, cased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, provided, however, that the Employer may subcontract work when all his Employees are working, provided, however, that the Employer may subcontract to an employer whose employees receive comparie forms. and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number. of employees on said seniority list in the 3-month period prior to the proposed. subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract. and the full and specific details of the subcontract, including; the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this agrooment, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented.

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Collective Bargaining Agreement between

TEAMSTERS LOCAL UNION NO. 807 32-43 49TH Street Long Island City, NY 11103



And

Ribon Industries Inc. 283 59th Street Brooklyn, New York 11220

June 18th, 2018 thru June 18th,2023

SECTION 9 - ARBITRATION

Should any dispute arise between the Employer and the Union, or between the Employer and any Union employee, the matter shall be taken up by representatives of the Employer and the Union. If such dispute cannot be adjusted by these persons, the dispute shall be submitted to arbitration by any person acceptable to both parties hereto, or to a member of the New York City Trucking Authority designated by the said board for that purpose.

SECTION 10 - SENIORITY NEW EMPLOYEES

Seniority shall prevail. New employees, Union and Non-Union shall have a trial period of thirty (30) calendar days, and, if retained by the Employer after that period, such employees shall be required to become members of the Union.

SECTION 11 - CHECK-OFF

The Employer will deduct the prescribed monthly Union dues from the wages of the employees who individually and voluntarily authorize such deductions. Any such authorization shall be made in writing and in accordance with and in compliance with the National Labor Relations Act, as amended. Such deductions shall be paid by the Employer to the Union by check.

SECTION 12 - HEALTH AND PENSION PLAN

 The Employer shall participate in the Local 807 Labor-Management Health and Pension Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herain.

A. Health Fund Increases

Effective August 1, 2018Health Fund shall be \$ 8.94Effective August 1, 2019Health Fund shall be \$ 9.19Effective August 1, 2020Health Fund shall be \$ 9.44Effective August 1, 2021Health Fund shall be \$ 9.69Effective August 1, 2022Health Fund shall be \$ 9.94

8. Pension Fund Increases. As per the Pension Rehabilitation Plan.

Effective August 1, 2013 Pension Fund shall be \$ 10.755 Effective August 1, 2014 Pension Fund shall be \$ 11.145 Effective August 1, 2015 Pension Fund shall be \$ 11.535 Effective August 1, 2016 Pension Fund shall be \$ 11.925 Effective August 1, 2017 Pension Fund shall be \$ 12.315

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement. In addition, should there by any chance in the rates of contributions required to be made to such Health and Pension Funds under the General Trucking Agreement, then such changes shall apply to the instant agreement and the Employer will make the then prevailing contributions to the respective said Funds as called for in the General Trucking Agreement for the remainder of this agreement.

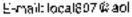
SECTION 13 - BEREAVEMENT

Employees shall receive pay for three (3) days absence due to the bereavement in the immediate family. Immediate family shall include mother, father, sister, brother, wife, child, father-In-faw and mother-in-law.

SECTION 14-SUBCONTRACTING

For the purpose of preserving work and job opportunities for the Employees covered. by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the Employee will be subcontracted, transferred, eased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, provided, however, that the Employer may subcontract work when all his Employees are working, provided, however, that the Employer may subcontract to an employer whose employees receive economic terms. and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract. and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract, the identity of the subcontractor, the aconomic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served, pier delivery or garment center. The principle of each carrier's past practice shall be considered in applying this Article.

:343 49th Street, Long Island City, NY 11 tong (718) 726-2525 • Fax (718) 726-1



Trustee



Teams L UNION 807

Truck Drivers, Water ousemen, Exposition, Convention and Trade Show Employees Greater New York Vicinity and Metropolitan Area.

John "Buddy ' Sullived. President

Anthony Store Secretary-Treasurer

Lu Herrera Vice President

Roymond Asguino Recording Secretary

Angel Carbela Trustee

Gledys Rievas Marty Mu "rUs!e

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MEMORANDUM

Tot **Health and Pension Funds**

Fram: John Sulilivan

Subject: Probuild Company

Date: December 11, 2015

> The above employer has signed an agreement effective from December 1, 2015 to November 30, 2021.

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Thistees of the respective Fund.

The Encology shall contribute to the respective benefit funds according (a) to the following schedule:

PENSION	FUND:	1
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			./
12/1/15	12/1/16/2012/2012/11/1	12/1/18 12/1/19	J [*] 2/V20
4.84	5.29 5.74	12/1/18 6.19 6.84	- 7.09

3.56.00.

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December I' of each Contract Year.

HEAL TH FUND:				
t2/1/15	12-1-36	12/1/17	12/1/18	12/1/19 12/1/20
8.19	8.44	8.69	8.94	9.19 9.44

www.TeamstarsLocal@07.com.org.net

JUNEAU CONTRACTOR DITON

(a) All of the Health and Pension Fund contributions as set form in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall after the provisions of Section 11 (b) (viii);

Jury duty pay.

SECTION 3.3 HELTH AND PENSION-MISCELLANEOUS RULES -

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within

ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the Contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview

to the Employer and the Trastees.

(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per day for each day served on jury duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES

ċ.

During the term of this Agreement, the Employer shall contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") and the Local 807-Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

(a) The Employer shall contribute to the respective henefit funds according to the following schedule:





PENSION FUND:

12/1/15	12/1/16	12/1/17	12/1/18	12/1/19 12/1/20
4.84	5.29	5.74	6.19	6.64 7.09

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1⁵ of each Contract Year.

HEALTH FUND:

12/1/15	12/1/16	12/1/17	12/1/18	<u>12/1/19 12/1/20</u>
8.19	8.44	8.69	8.94	9.19 9.44

SECTION 32. CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

1. Unused sick days for which the employee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section H(b)(viii);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of seid Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penaltics and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within

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ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social sectority number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will neither sanction not support any wildcat strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37 CDL LICENSES

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within \$20 days of employment.

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.

Collective Bargaining Agreement

Between

P.C.I. Inc./Graybar Electric

And

Teamsters Local 807



April 1, 2018 thru March 31, 2024

operation. The provisions of this Article, however, are not to be used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lock -outs.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in the immediate family of an employee who has been on the seniority list for at least six (6) months (i.e., spouse, parents, sister, brother, children, grandchildren, motherin-law or father-in-law), the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. Two (2) days shall be guaranteed regardless of day of death or day of funeral, provided the employee loses two (2) days of world opportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer.

Article 19. HEALTH PENSION

1 .The Employer shall participate in the Local 807 Labor-Management Health, Pension Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

2. The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments.

The Company agrees to pay the annual contribution increases required by the Rehabilitation. Plan as amended as if said contribution schedule was set forth in this agreement.

3. PCI and Graybar Electric will not be !lable for any pension surcharge during the length of this contract.

The Company shall agree to the pension rehab plan as follows:

	2018	2019	2020	2021	2022	2023
	\$10.81.5	11.26.5	\$11.71.5	\$12.16.5	\$12. 61 .5	\$13.06.5
Health Fund	increases:					
	2018	2019	2020	2021	2022	2023
	\$8.94	\$9.19	\$9.44	\$9.69	\$9.94	\$10.19

The contributions made pursuant to the combined contribution rates shall be distributed between the Health & Welfare and the Pension Plans in accordance with the direction of the Trustees of the Health & Welfare and the Pension plans.

2. Contributions to the Health & Welfare, and Pension Funds, shall be made on all hours paid, with a maximum of eight- {8} hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds. All contributions shall not exceed 40 hours per week

3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency. Notwithstanding the foregoing, the Union and Employer agree that the Employer shall not directly be obligated to make pension contributions to the funds and that such pension contribution obligations to the Funds shall be exclusive to Graybar Electric and Graybar Electric is the Contributing Employer under ERISA. The Employer agrees to remit to the funds, on behalf of Union employees, those amounts required by Graybar Electric to contribute to the funds, pension portion of the Funds but shall not be liable for any pension withdrawal liability. Any pension withdrawal liability shall be the sole and exclusive obligation of Graybar Electric.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect Its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

 The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

7. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

8. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said

rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

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I. All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with the following schedule:

One year - 2 weeks Three years - 3 weeks Fifteen years - 4 weeks Twenty years - 5 weeks Thirty years - 6 weeks

Employees who do not work a full week (Shape) shall follow the following schedule. Employees employed less than three years shall not exceed 2 weeks.

 30 days I day
 165 days 9 days

 60 days 2 days
 175 days 10 days

 90 days 3 days
 187 days II days

 120 days 4 days
 199 days 12 days

 125 days 5 days
 211 days 13 days

 135 days 6 days
 223 days 14 days

 145 days 7 days
 235 days 15 days

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates. Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April I through March 31 of each contract year. All employees hired after September 30 of the contract year will receive 1day vacation for each 30 day's worked for the following contract year not to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for, including those allowed for vacation, shall be included. In addition, work hours

Teamsters LOCAL UNION 807 Truck Drivers, Warehouseman, Exposition, Convention an Greater New York Vicinity and Metropolitan Area						
MEMOR		e Henrare Presidenti	Approved Association Recording Secretary	Angol Surbola Trustee	âladys Nievas Trusiee	Marty Mapers Trustea
To:	Health and Pension Funds				V 9/0/1-	6
From:	Teey Store		,			
Subject:	Premium- Exhibits				je	/
Date:	September 9, 2016				· •	/

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8,23) for all straight hours effective Optober 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's stame.

HEALTH AND PENSION

ATHEALTH

b,

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows.

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sondays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

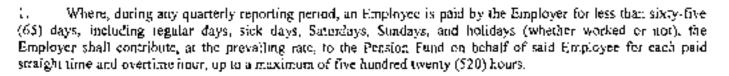
2. Where, during any quarterly reporting period, an Employee is gaid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or for), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:



2. Where, during any quarterly reporting period, as Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days. Saturdays, Studays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contributing to the Pension Fund for men on the (20) man senjority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$10.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REYAB PLAN

Pension increases shall be as presence per the pension rehab plan. The employer adopts the terms and condition of the Pension Reliabilitation Plan.

SECTION 10.

BEALTH AND PENSION.

(A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtylive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevaiing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred (wenty (520) hours

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, such days, Saturdays. Sundays, and holidays (whether worked or not), the Employer shall contribute, at the provailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The sate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2016 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$4.94 per hour. October 1, 2018 the rate shall be \$4.94 per hour.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(3) PENSION

The Employer shall participate in the Local 807 Labor Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterity reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hout, up to a maximum of five hundred twenty (520) hours

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixry-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

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The rate of contribution to the Pension Fund for men on the (20) man seniority list.

Effective October 1, 2014 the rate shall be 59.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$10.815 per hour.

The rate of contribution to the Penslon Fund for all other employees,

Effective October 1, 2014 the rate shall be 36.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) <u>TRUST FUNDS</u>;

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shaft forward his contributions to the Funds at periodic intervals set by the Trustees.

e The Trustees shall have the right to secept the Union as an Employer and to cover the Union's employees for both pension and health benefits

c. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Board and Pension Funds and the rights of employees thereunder. The Trustees shall see forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties herelo.





c. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in dispertion, deem, justified to offset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said dofault is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Usion shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications dovered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Pends' Administrator, on his own mation, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer considuations to the Local 807 I abor-Menagement Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate

SECTION II

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2029 the Employer will contribute the following: Effective October 1, 2014 the sum will be SS 35 per hour.

Estective Outplet 1, 2014 the substant De Solito particult

Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2015 the sum will be \$6.25 per hour.

Effective October 1, 2017 the sum will be \$6.50 per hour

Effective Ocrober 1, 2018 the sum will be \$6.75 per hoar

Effective October 1, 2019 the sitts will be \$7.00 per hour

For all overtime hours

Effective October 1, 2014 the sam will be \$11.50 per hour Effective October 1, 2015 the sam will be \$12.00 per hour Effective October 1, 2016 the sam will be \$12.60 per hour Effective October 1, 2017 the sam will be \$13.00 per hour Effective October 1, 2018 the sam will be \$13.50 per hour Effective October 1, 2018 the sam will be \$13.50 per hour Effective October 1, 2019 the sam will be \$13.50 per hour

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the continsion of the first payroll period in Decomber in each contract year.

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3 49th Sirect, Long Island City, NY 1110. Phone (7(6) 726-2525 • Fax (7(6) 726-703

E-mail: locai807@aol.co:

Trustee

Truck Onivers, Warehousemen, Exposition, Convention and Trade Show Employees. Greater New York Vignity and Metropol ten Area.

CAL UNION 807

Joho "Buddy " Sulliveo President

Anidony Starz Secretary-Treasurer

La Harreta Vice President Represent Assaultor Angel Carbolo Recording Secretary 1 . Trustee Gladys Nieves — Merly Mayor ោរខេត

• Kerid 12/23/15 1019

MEMORANDUM

- To: **Health and Pension Funds**
- From: John Sullivan
- Subject: PB Ventilating

Dater December 22, 2015

The above employer has signed an agreement effective from December 1, 2015 to November 30,2020.

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan Including the 45 cent per hour Increase per year effective December 1ª of each Contract Year.

12/1/15	12-1-181 12-1-17	12/1/18 12/1/19
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SECTION 32 CONTRIBUTION LIMITATIONS

All of the Health and Pension Fund contributions as set forth in (a) Paragraph

32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

No contributions shall be due for any of the following: (b)

(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JURY DUTY PAY

...

Each employee shall receive \$60 per day for each day served on jury duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service

SECTION 30 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

 (a) The Employer shall contribute to the respective benefit funds according to the following schedules:

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1st of each Contract Year.

<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/(7</u>	<u>12/1/18</u>	1 <u>2/1/19</u>
4.84	5.29	5,74	6.19	6.64
<u>HËALTH F</u>	<u>UND</u> :			
12 <u>/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/3/19</u>
8.19	8.44	8.69	8.94	9.19

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

 Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11(b)(viii);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection. (c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handleap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildow strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37 CDL LICENSES

Any employee hired after Decomber 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.



Teamsters LOCAL UNION 807

32-43 49th Street, Long Island City, NY 1103. Phone (719) 726-2525 • Fax (718) /26-7037 E-mail: local807@aol.com

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees Greater New York Vicinity and Metropolitan Area

John "Buddy" Sullivan President

Anthony Story Secretary-Treasurer

La Herrara Vice President

Baymond Assuma Recording Secretary

Annel Curbalo

Trustee

Gladys Mieves Morty Moyers Totslee Tustee 3]મ] 🛙 Re='d

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MEMORANDUM

DATE: MARCH 21,2011

HEALTH AND PENSION FUNDS. TO: PROFIT SHARING FUND

FROM: TONY STORZ-BUSINESS AGENT

SUBJECT: RICGING & MACHINERY MOVERS & TRADE SHOW DIV. CONTRACT

THE FOLLOWING COMPANY HAS CURRENTLY SIGNED UNDER THE RIGGING AND MACHINERY MOVERS AND TRADE SHOW DIVISION CONTRACT, EFFECTIVE 10-01-08 THRU 9-30-14:

On Location Inc. 520 Fellowship Road-Suite 8204 Mt. Laurel, N.J. 08054 Phone: 856-231-4150

CONTRIBUTIONS WILL BE MADE AS FOLLOWS:

1-PROFIT SHARING/ANNUTTY:

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing/ Annuity Fund in the sum of six dollars and forty-three cents. (\$6.43) per hour effective October 1,2009.six dollars and eighty-eight cents (\$6.88) per hour offective October 1, 2010, seven dollars and thirty-three cents (\$7.33) per hour effective October 1, 2011, seven dollars and seventy-eight cents (\$7.78) per hour effective October 1, 2012, eight dollars and twenty-three cents (\$8.23) per hour effective October 1, 2013 for all straight time hours.

And for all double time hours twelve dollars and eight-six cents (\$12.86) per hour effective October 1,2009,thirteen dollars and seventy-six cents (\$13.76) per hour effective October 1, 2010, fourteen dollars and sixty-six cents (\$14.66) per hour effective October 1, 2011, fifteen collars and fifty-six cents (\$15,56) per hour effective October 1, 2012, six cen dollars and fortysix cents (\$16.46) per hour effective October 1, 2013 for all double time overtime. The Annalty shall be paid for all hours such as holiday's sick days and all other paid days.

www.TeamstersLoca/807.com.org.net

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

2-HEALTH FUND:

THE NATE OF CONTRIBUTION TO THE HEALTH FUND, EFFECTIVE OCTOBER 1, 2008, SHALL BE SIX DOLLARS AND FORTY-FOUR CENTS (\$6.44) PER HOUR.

<u>3-Pension:</u> The rate of contribution to the Pension Fund for Men on the (20) man seniority List, effective The rate of contribution to the Pension Fund for Men on the (20) man seniority List, effective

A. THE RATE OF CONTRIBUTION TO THE PENSION FUND FOR ALL OTHER MEN, REPORTIVE OCTOBER 1, 2008 WELL BE FOUR DOLLARS AND TWENTY-FIVE CENTS (\$4.25) PER HOUR.

B. CORES: IF AN EMPLOYEE PERMANENTLY LEAVES THE HIGHER RATE PER HOUR CORE FOR WHATEVER THE REASON THE SENIOR MOST EMPLOYEE WITHIN THE \$4,25 PER HOUR CORE SHALL IMMEDIATELY MOVE UP INTO THE HIGHER RATE PER HOUR CORE AND HAVE THAT AMOUNT THEREAFTER CONTRIBUTED ON HIS/HER BEHALF TO THE PENSION FUND. THERE SHALL BE TWENTY (20) MEN'IN THE HIGHER RATE PENSION AT ALL TIMES.

<u>AUDITIONAL CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS:</u> EMPLOYER'S RATE ON CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS SHALL BE INCREASED AS FOLLOWS: SEVENTY (.70C) CENTS EFFECTIVE OCTOBER 1, 2009, SEVENTY (.70C) CENTS EFFECTIVE OCTOBER 1, 2010 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1,2011 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 7,2012 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1,2013.

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event from each day's total Tennister call.

SECTION 10. HEALTH AND PENSION

<u>(A)HBALTH</u>

The Employer thall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2008 be paid as follows:

1. Where, during any quarterly reporting period, on Berployce is paid by on Employer for less than nixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and tolidays (whether worked or not), the Employer shall contribute at the preveiling rate, to the health Pond on behalf of that Employee for each paid straight time and owining hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quariefly reporting period, in Employee is paid by an Employer for sixty-five (65) or more days, including regular days, slok days, Sanardaya, Sundays, and holidays (whether worked or not), the Employee shaft contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) howe get day for each paid day.

The rate of contribution to the Health Fund, effective October 5, 2008, shall be six dollars and forty-four cents: (\$6.44) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Reployer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Reployer shall, effective October 1, 2008 and to be paid as follows:

1. Where, during any quarterly reporting period, an Rimployee is paid by the Rimployee for less than slatyfive (65) days, including regular days, sink days, Saturdays, Sundays, and Irolidays (whether worked or not), the Employer thall contribute, at the prevailing rate, to the Pension Fund on behalf of said Rimployee for each paid straight lines and overtime neur, up to a maximum of five house twenty (520) hours.

\$715

2. Where, during any quarterly reporting period, an Employee is pold by the Employee for sixty-five (65) or critics days, including regular days, sick days, Saturdays, Subdays, and holidays (whether worked or not), the Employer shall complote, at the prevailing rate, to the Pension Pund on behalf of sold Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Pand for men so the (20) map sentiarity list, effective October 5, 2008, shall be six dollars and thirty-one and one helf cents (\$6.31.5) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

The rate of coattibution to the Pension Fund for all other men, effective October 1, 2008 will be four dollars and twenty-five cents (\$4,25) per hour.

Cores: If an employee permittently leaves the Higher Rate per hour core for whatever the reason the senter inest employee within the \$4.25 per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on higher babelf to the Pension Pend. There shall be twenty (20) year in the higher rate pension as all times.

Pension contributions are to be depresited in a separate account, not to be used for other than Pansion Fundpurposes. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

C. ADDITIONAL CONTRIBUTIONS TO THE HEAUTH AND/OR PENSION FUNDS:

Employer's rate of contributions to the Health and/or Pension Punds shall be increased by seventy (.70c) cents per hour effective October 1, 2008 and seventy (.70c) cents per hour effective October 1, 2009, seventy (.70c) cents effective October 1, 2010 and seventy (.70c) cents per hour effective October 1, 2011 and seventy (.70c) cents per hour effective October 1, 2013 and seventy (.70c) cents per hour effective October 1, 2013.

The allocation of all additional contributions during the life of this Agreement as between the Health and/or Penalon Funds shall be determined by the Union in its sole discretion prior to the respective dates thereof. The Binphyer shall increase its contributions to each or both of the Funds in accordance with the Union's deterministion.

Par the period between April 1, 2008 to September 30, 2013 the Employer shall pay any additional contributions to the Health and/or Pension Punds provided in the New Jersey-New York Area General Trucking Supplement to the National Master Preight Agreement and the Union's Rider thereto.

(D) TRUST FUNDS:

a. The Trustees of the Mesith and Pension Fund's shall be flotte persons now active as Trustees, or their duly designated attentions.

b. Contributions shall be made to the Trustees of the Fands. The Reployer shall forward his

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contributions to the Punds of periodic intervals set by the Trastees.

Ċ. The Trusteen shall have the right to accept the United as an Banployer and to cavet the Union's employees for both persion and health benefits.

The Trustees shall establish rules, which shall include, among other things, the requirements of d., eligibility, distribution of the Health and Fension Funds and the rights of employees thereunder. The Protects shall set forth the tules and provisions governing the administration of the Punds. If the Trustees do not agree on rules onvering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

The Trustoes of the Realth and Pension Funds may assess ponalties for any and all delinquest 8. payments in amounts, which they, in discretion, deem, justified to affect the added cost of collection.

In the event the Brapkover defaults in payment of partition and/or health contributions, or penalties and notice of such default is served upon the Braployer via ordinary mail by the Administrator of the Pueda, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days efter said notice of default, then the provisions for arbitration shall be deemed canceled withdrawh and walved by the Employer and the Union shall thereupon order and enforce a sinke against the Employer in default, which shull not be considered a breach of this Agreement. The Brieloyer shall within twenty (20) days after each quarter submit to the Administrator of the Prinds a statement, under outh, setting forth the names and social security austorrs of all Employees, both Union and nonunion; who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set l'only the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have its right to inspect the books and/or records relative to such statement and to interview all Employees of the Bonployer. The Administrator shall forthwith report in wrhing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Public on Island of corporate officers or subtried omployees, performing covered employment during a quarterly reporting period. shall be for a minimum of five hundred and twenty (520) heurs for said quarter, at the provailing rate.

SECTION 11 DISTRIBUTION FUND

The Ecoployer shall participate in the Local 807 Labor-Management Distribution Band, effective October 1, 2008 and to be paid as follows:

Por the period October 1, 2008 to September 30, 2014 the Employer will contribute the following: 8.

Four collars and iwonty five cents (\$4.25) per hour effective October 1, 2008, four delivers and fifty cents (\$4.50) per hour effective October 1, 2009, four dollars and sevenly- flvo cents (\$4.75) per hour effective October 1, 2010, five dollars (\$5.00) per hour affective October 1, 2011, five dollars and twenty five conts (\$5.25) per hour effective October 1, 2012, five dollars and fifty cents (\$5.50) per hour effective October 1, 2013 for straight time,



Teamsters CAL UNION 807

32-43 49th Street, Long Island City, NY 11103

Phone (718) 726-2525 • Fax (718) 726-7037 E-mail: loca/807@aol.com

A COLOR MAN

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees Groater New York Vroinity and Metropolitan Area

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John	r "Buddy" Sollfyrg	Antheoy Stars	<i>La Hartera</i>	Reymond Asgama	Angel Corbelo	<i>Gladys Allowes</i>	Mariy Meyara
	Presideni	Secretary-Treasurer	Vica Presidect	Secolding Secretary	Trustee	Trustee	Trustee

MEMORANDUM

To: Local 807 Health and Pension Funds

From: John Sullivan-President

Subject: ---Nicholson & Galloway Inc.

December 13, 2016 Date:

Nicholson & Galloway Inc has signed a Collective Bargaining Agreement on for the period of December 1,2016 to December 1, 2019.

SECTION 31 HEALTH BENEFITS

During the term of this agreement, the Employer shall contribute to the Local 807 Labor-Management Health Fund-("Health Fund") on behalf né its covered employees. The benefits of that program shall be those presenbed by the Trustees of she Fund.

(a) The Employer shall make the contributions set forth below.

SECTION 32 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Europoyer shall contribute to the Local 807 Labor-Management Pension Fund. ("Pension Fund") and the Local 807 Labor Management Health Fund ("Health Fund") on hebalf of its cuvtred employees. The benefits of that program shall be those prescribed by the Trustees of the Fund.

(a) The Employer is currently contributing the amount of \$7.92 per hour into the Pensinu Fund for all men. The Employer is also currencly making Health Fund contributions in the amount of \$8.19 per hour for all covered employees.

The Employer shall make the following increases in contributions to the pay Funds as follows.

<u>A) Health Pand</u>	
December 1, 2016	\$0.25
December 1, 2017	\$0.25
December 1, 2015	\$0.25

<u>B) Pension Fund:</u> As per th	he Pension Rehabilitation Plan.
Depender 1, 2016	\$0.45
December 1, 2017	\$0.45
December J, 2018	\$0.45

The Employee adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set furth in this Agreement.

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In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

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The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 HEALTH BENEFITS

During the term of this agreement, the Employer shall contribute to the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of , that program shall be those-prescribed by the Trustees of the Fund.

(a) The Employer shall make the contributions set forth below.

SECTION 32 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local 867 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Fund.

(a) The Employer is currently contributing the amount of \$7.92 per hour into the Pension Fund for all men. The Employer is also currently making Health Fund contributions in the amount of \$8.19 per hour for all covered employees.

The Employer shall make the following increases in contributions to the two Funds as follows:

A) Health Fund	
December 1, 2016	\$0.25
December 1, 2017	\$0.25
December 1, 2018	\$0.25

B) Pension Fund: As per the Pension Rehabilitation Plan.

December 1, 2016	\$0.45
December 1, 2017	\$0.45
December 1, 2018	\$0.45

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be marie for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Menday through Sunday week.

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

 Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week;

Jusy duty pays

SECTION 34 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Advisioistrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The

SECTION 35 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handleap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not impited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 36, UNION DISCLAIMER

The Union agrees that it will neither senction nor support any wildest strike, slowdown or contailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockowt.

SECTION 37 SEVERABILITY

In the event any court shall hold any partion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 38 COLLICENSES

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.

SECTION 39 MODIFICATIONS

Neither the Employer nor any worker or group of workers shall have the right to modify or waive any provision of this agreement without the knowledge and written consent of a business agent. Any such agreement without the consent shall be null and void.

SECTION 40 A FAIR DAY'S WORK IS A FAIR DAY'S PAY

The Union and Employer recognize the principal of a fair day's work for a fair day's pay.

	Teamste LOCAL UN Truck Drivers, Warshousemen, Greater New York Vicinity and	Exposition, Convention an	Phon	e (718) 726-2 S	ong Island City 525 • Fax (716 5-mail: local90	3, 726-7037
MEMOR	President Secretary	oy Storz – La Hamara - Treasurer – Vina Piesiden:	Reymond Asquing Recording Secretary	Angel Cuvàalo Trusice	Gladys Hleves Trustes Let C' d	Marily Mayors Trustan 3 (2 8 / 15
То:	Health and Pension Fund	2			a-	< /
b'rom:	Tony Storz				`	$\sqrt{-}$
Subject:	Nth Degree Inc Contri	ibution letter				v
	2675 Breckinridge Blvd	. Suite 200 Deluth, G	a 30096			
Date:	March 23, 2015	not Par	Q on Va	ration		

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the number's name.

IIEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five handred twenty (520) hours.

2: Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.46 per hour. October 1, 2017 the rate shall be shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

59.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 307 Labor-Management Pension Fund. Contributions by the Employer

shall, effective October 1, 2014 and to be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour.

The rate of contribution to the Pension Fund for all other employees, offective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 8.

PRICE BENEFITS - MAINTENANCE OF SCHORES

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seafority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hits. No Employee may be on more than one (1) sectority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employee for tess than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Health Fund on hebalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

(B) PENSION

1. Where, during any parterly reporting period, an Employee is pairing the Employer for less than sixayfive (65) days, including region days, sick days, Saturdays, Sundays, and Soddays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the preveiling rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.455 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2019 the rate shall be \$10.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perliteur

Effective Octobe: 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2013 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

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Pension increases shall be as prescribe put the pension rehab plan. The employer adopts the terms and condition of the Fension Rehabilitation Plan.

(D) TREST FUNDS:

a The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees, of the Fonds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits

d The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a noutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Realth and Pension Funds shall be bunding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all deliaquent payments.

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In the event the Exployer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon a Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is it. Said within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdraws and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under eath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the proceeding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the 'books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall forth with report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five bundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$13.50.

Each Employee will be paid their pro-rata share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to act as Shop Stoward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be laid off before the employer selected foreman, and shall not be discriminated against under any circumstances. All foremen shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

 All Employees sent outside of the Metropolitan District are to be paid for traveling time, meals and hote) expenses.

PARTICIPATION AGREEMENT

This Agreement is by and between the Board of Trustees of the Local 807 (abor-Management Pensoin Fund (the "Fund") and the New York City Trucking Authority ("NYCTA")

WHEREAS, the Fund, in accordance with its plan of benefits (the "Plan"), provides pension benefits to its participants; and

WHEREAS, the NYCTA, in accordance with its Agreement and Declaration of Trust, provides the cost of retaining arbitrators for proceedings of disputes and grievances which customarily arise under the terms of collective bargaining agreements between a signator to a Collective Bargaining Agreement with the Truck Drivets Local Union No. 807 of the International Brotherhood of Teamsters, Chauffeurs, Warchousemen, and Helpers of America ("Union") and the Union, and to afford prompt resolution of such disputes and grievances within its Jurischeturs;

WHEREAS, NYCTA may secore the benefits of the Plan for its employees by making contributions to the Fund on the latter's behalf in accordance with the provisions of the Plan and by accopting and ratifying the Plan and the Trust Agreement: and

WHEREAS, in order to secure the benefit of the Plan for its employees, NYCTA must enter into a written agreement with the Board of Trustees of the Fund (the "Trustees") stating that the Plan benefits extend to NYCTA's employees; and

WHEREAS, the Fund's Trust Agreement defines NYCTA as an employer for the purpose of making contributions in to the Fund; and

WHEREAS, the parties acknowledge that NYCTA has been making contributions to the Fund for a number of years and wish to memorialise in writing

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the specific obligations of NYCTA with regard to NYCTA's contributions to the Fund.

NOW, THEREFORE, it is mutually understood and agreed as follows:

- All employees of NYCTA shall become participants of the Fund as of their date of hire with NYCTA, and shall be entitled to receive benefits from the Plan subject and pursuant to the terms and conditions of the Plan.
- 2. NYCTA acknowledges that this has been contributing to, and agrees to continue to contribute to, the Fund on behalf of its employees at the rates required by the International Brotherheod of Teamsters' National Master Freight Agreement and New York-New Jessey Supplement, Local 808 Schedule, and according to all rates allocations made by the Trustees of the Funds for all employees identified in paragraph 1 above. Payments shall be accompanied by the Fund's remittance reports and/or such reports and information as required now or in the future by the Trustees, the Fund, its Plan or the Trust Agreement. Such contributions shall be made to the Fund for all hours paid subject to the following: for business agents "hours paid" shall not exceed forty (40) hours per week and for office staff "hours paid" shall not exceed thirty-five (35) hours per week. Contributions shall be payable from the first day of employment and shall be paid in accordance with the Fund's Trust Agreement.
- NYCTA hereby accepts, ratifies and adopts the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund 2s if it were set forth herein in full.
- NYCTA shall make available to the Fund any and all pertinent records of the covered employees that the Fond may require in connection with the

sound and efficient operation of the Fund. The Fund shall have the right to have NYCTA's records audited by an accountant of the Fund's own choosing. The cost of such audit will be paid according to the Trust Agroement and the Fund's policies.

- 5. Any claim that NYCTA has failed to make proper payment or to file proper reports with the Fund may be submitted to arbitration before an arbitrator or arbitrators specified by the Trustees for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with the costs of the arbitration, legal fees, andit expenses and interest and liquidated damages as established by the Trustees.
- 7 It is understood and agreed by the parties hereto that the Trustees shall have complete authority and discretion to determine eligibility for benefits for employees of NYCTA.
- NYCTA shall not have any right, title or interest to any of the assets of the Plan.

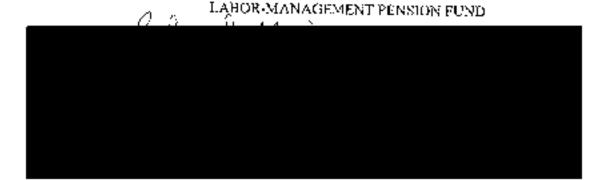
- 9 NYCTA agrees to facilitate the distribution to its employees of summary plan descriptions, summary annual reports, benefit statements and any other documents that are required to be distributed to participants of the Plan.
- 10. Notwithstanding anything in this Agreement (or any amendment hereof) to the contrary, no provision of this Agreement shall be construed so as to violate, or deviate from, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Internal Revenue Code (the "Code") or any other applicable law. In the ovent that any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect upon, or shall not impair the enforceability of, any other provision of this Agreement. In addition, nothing contained herein shall be deemed as a waiver of any rights or authority granted by the Trust Agreement of the Fund, as amended, or any resolution of the Trustees.
- 11. The parties hereto agree that this Agreement may be amended, in writing, and signed by both parties, and that they shall take all such further required action, as may be necessary or desirable in order that this Agreement shall comply with all applicable law (including, without limitation, ERISA and the Code)
- 12. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York (without giving effect to the principles thereof relating to the conflict of laws), except to the extent otherwise governed by [edera] law.

- 13. This Agreement sets forth the entire agreement of the parties hereto, is intended to be a complete and exclusive statement of the terms hereof, and may not be modified or amended except by a writing signed by all of the parties hereto. This Agreement supersedes and replaces any prior agreements entered into by the parties
- This Agreement shall taure to the benefit of the parties hereto, and their successors and assigns.
- 15. This Agreement may be executed in any number of counterpart copies, each of which shall be decined to be, and have the force of, an original, but all of which shall be considered the same instrument.
- 16. This Agreement shall continue in effect until modified or terminated in writing by the Trustees of the Fund and NYCTA. Nothing in this Agreement shall be deemed as an admission that prior contributions were made without authority or in violation of any law or regulation.

January , 2007

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ON BEHALF OF THE BOARD OF TRUSTEES OF THE LOCAL 80?



AGREEMENT

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BETWEEN

The New York Racing Association, Inc.

AND

Local 807, International Brotherhood of Teamsters

(Backstretch Security Bargaining Unit)

January 1, 2014 through December 31, 2018

Regulations for the conduct of its business as it may deem necessary and advisable. All employees shall be obligated to comply with the Regulations. Such Regulations shall be subject to the provisions of this Agreement.

B. The Union recognizes that NYRA has the right for cause to test an employee for substance abuse. NYRA will meet with the Union to review any positive test and the employment status of the employee.

ARTICLE 2D PENSION PLAN

NYRA agrees to contribute to the Pension Plan for each full-time and active employee who works at least 18 days in a month. Monthly payments as listed below are based on a 35-hour maximum work week up to a maximum of 140 hours a month. Paid days for vacation and sickness shall count as days worked. Paid disability and worker's compensation shall also count as days worked. The Employer agrees to participate in the Pension Plan's Rehebilitation Plan and agrees to continue to contribute to the Pension Plan at the rate of \$185 per month per employee plus the appropriate increases pursuant to the terms of the Rehabilitation Plan in effect as June 1, 2012.

ARTICLE 21 SENIORITY LIST

Upon thirty (30) days notice, NYRA shall provide the Union with a seniority list of all employees covered by this Agreement based upon NYRA payrull records.

ARTICLE 22 JURY DUTY

NYRA will pay employees at their regular rate of pay up to a maximum of ten (10) days while on jury duty. It is understood the jury fees will be reimbursed to the employer.

	Teamsters LOCAL UNION 807	Phone			3) 726-7037
	Greatish New York Vicinity and Metropolitich Area Jahn "Buddy" Subliven Anthony Story Lu Herrere ANDUM ANDUM	Reymond Aspring Repaiding Secretary	Angei Curbelo Trustec	Gladys Hieves Tristec	Marty Meyors Trustee
To:	Health and Pension Funds	1	:	97	
From:	Tony Storz	\sim			
Subject:	Natonal Convention Services Contribution le	etter			
Date:	May 20, 2015				_

The above employer has signed an agreement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (S8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within rairty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

A) <u>HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Pund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays. Sundays, and belidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 20W Faats ManagerSon Pension Pension Contributions by the Employer

shall, effective October 1, 2014 and to be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the provailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a reaximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$10.815 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7,40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an onployee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

PRIOR BENEFITS - MAINTENANCE OF SANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided up this Agreement, then such wages, terms and conditions shall continue in full force and effort and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, buildays, scheduling of vacations, etc.

B. Sentor Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of bis first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The soniority list is frozen at twenty (20) men (or this contract

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each carployer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for iess than sixtyfive (65) days, including regular days, sick days, Satercays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred (wenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October E. 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

(H) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows.

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including reputs) days, sick days, Saturdays, Sundays, and Eddays (whether worked or not), the Employer shall contribute, () e prevailing rate, to the Pension Fund on F. (Alf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevaiting rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for monon the (20) man settionity list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perhour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

if an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C.) REHABPLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Toustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Pands and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Fonds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection.

such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is availed within five (5) working days after said notice of default, if the provisions for arbitration shall be dealed a canceled withdraws; and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under each, setting forth the names and social security numbers of all Employees, both Union and nonunion, whe have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or an the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Locsi \$07 Labor-Management Health and/or Pension Funds on hehalf of corputate officers or salaried employees, performing onvered employment during a quarterly reporting period, shall be fur a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION U

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2019, the sum will be \$6.50 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.50 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rata share of the Laber-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be laid off before the employer selected foremon, and shall not be discriminated against under any circumstances. All foremen shall seport their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

A All Employees sent outside of the Metropolitan District are to be paid for traveling time, meals and botel expenses.

B All Employees sent beyond a radius of sixty-five (65) miles from gatage, not including Long Island,

32-43 49th Street, Long island City, NY 1103 Phone (718) 726-2525 • Fax (718) 726-7037 E-mail: local807@ab.com

COCAL UNION 807 Truck Drivers, Warehousamen, Exposition, Convention and Trace Show Employees Greater New York Violatity and Metropolition Area

X	Greater New York Vic	shity and Metropolii	an Area				
D	John "Buddy" Sullivan Prosiders	Antinony Storz Secretary-Treasurer	Lu Horrara Vice President	Fajundadi Asguing Recurl ng Sepreteny	filadys hievea Trastao	Marty Meyers Tugles	Scoff Brady Tustee
ME	MORANDU	М					
To:	Health an	d Profit Sharing	g Funds			θų,	Ś.
From:	Tony Stor	Tony Storz-Secretary Treasurer $V_{(1,1)}$					
Subjec	et: New York Decorating $\sqrt{\sqrt{c}}$			Ċ.			
Date:	Jime 27, 3	2013					

The above employer has signed a Collective Bargaining Agreement that is effective for the period of April I, 2018 through March 31, 2023.

The contributions will be as follows:

Teamsters

HEALTH and PROFIT SHARING FUND

- The Samployer shall participate in the local S07 Labor-Management Health and Profit Sharing found ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth horem.
- A. Health Fund Increases.

Effective April 1, 2018	Health Fund shell be \$ 8.94
Effective April 1, 2019	Health, Fund shall be \$ 9.79
Effective April 1, 2020	Health Fund shall be \$ 9.44
Effective April 1, 2024	Health Fund shail be \$ 9.69
Effective April 1, 2022	Health Flood shall be § 9.94.

B. Profit Sharing Fund Increases:

Effective April 1, 2018	Profit Sharing Fund shall be \$ 11.71
Effective April 1, 2019	Profit Sharing Fund shall be \$ 11.36
Effective April 1, 2020	Profa Sharing Fund shal, he \$ 11.61
Effective April 1, 2021	Profit Sharing Fund shall be \$11.86
Effective April 1, 2022	Profit Sharing Fund shall be \$ 12.11

Controlutions to the Health and Profit Sharing Funds shall be made on all hants paid, with a maximum of eight- (8) hours per day. All contributions shall not exceed 40 hours per week

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Article 19, IEALTH and PROFIT SHARING FUND

- The Employer shall participate in the Local 807 Labor-Management Health and Profit Sharing Funct ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.
- A Health Fund Increases:

Effective April 1, 2018	Realth Fund shall be \$ 8.94
Effective April 1, 2019	Health Fund shall be \$ 9.19
Effective April 1, 2020	Health Fund shall be \$ 9.44
Effective April 1, 2021	Health Fund shall be \$ 9.69
Effective April 1, 2022	Realth Fugd shall be \$ 9.94

H. Profit Sharing Fund Increases:

Effective April 1, 2018	Profit Sharing Fund shall be \$11.11
Effective April 1, 2019	Profit Sharing Fried shall be \$ 11.56
Effective April 1, 2020	Profit Sharing Fund shall be \$11.61
Effective April 1, 2021	Profit Sharing Fund shall be \$11.86
Effective April 1, 2022	Profit Sharing Fund shall be \$ 12.13

- Contributions to the Health and Profit Sharing Funds shall be made on all hours paid, with a maximum of eight- (8) hours per day. All contributions shall not exceed 40 hours per week.
- 3. In the event of a definquency in payment, the Employer agrees to shide by all roles and regulations established by the Trustees of such Fonds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or particles thereof, the Employer shall not be deemed definquent while the matter is being considered persuant to the grievance and arbitration procedure. If a definquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retresenive to the date of the definquency.
- 4 The Employer hereby agrees to permit an authorized representative of the Fonds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the rime required by the Funds, tousts agreement and the sules and regulations of each of the Funds, then the Trustees may cancel our the herefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.
- The Employer must use the remattance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.
- The Trastees of the Funds shall be those persons now active as Trustees, or their doly designated successors.
- Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but inforcement more frequently than monthly.
- 8. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole of any part of the Health and Pension Funds shall be binding upon the parties hereto.

 The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which day, in their discretion, door justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed variation, which is to be determined in accordance, with, the following schedule:

one year - 2 weeks three years - 3 weeks fifteen years - 4 weeks twenty years - 5 weeks thirty years - 6 weeks

2. The pay for the vacations shall be paid to advance of the vacation and shall be based on straight tiperates. Mandalory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April 1 through March 34 of each contract year. All outployees hired after September 30 of the contract year will receive 1 day vacation for each 30 days worked for the following contract year to exceed five days.

3 The allowed vacation shall be given an employee provided that the employee worked for the Entployer for at least six (6) months during the prior contract year. In determining vacations, all hence paid for, including those allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (30) days in that contract year.

4. In any case, where any of the holidays covered in this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra eight (8) hours vacation with pay or an additional eight (8) hours pay for such holiday.

5. The Company shall determine the vacation schedule each year and shall give preference to the senior employees. Employees who are discharged by the Company for cause and those who terminate their employment shall be paid their accrued allowance.

6. The vacation period will be from April 1 to March 31. The Company will post a vacation schedule by March 1 and all vacation picks must be posted to jate than March 31. All employees who fail to pick their vacation weeks by March 31 will forfeit their right to pick by senjority.

7. All employees may cleat to take up to (2) two weeks vecation is single day increments.

 An additional hour's pay shall be given to each employee for each credited day of vacation canced, up to a maximum.

One year- five hours Two years- ten hours Ten years- fifteen hours Fifteen years- twenty cours Twenty years- twenty-five hours Thirty years- thirty hours

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MEMORANDUM

Toi	Health and Pension Funds
From:	John Sullivan
Subjects	New York Convention Center Operating Corp.
Date:	February 16, 2016

The above employer has signed an agreement retroactively effective from July 18, 2013 to July 17, 2018.

Please see attached memorandum for new rates.

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- <u>Overnight work shift differential</u>. The parties agree to modify Article XIV, Section
 I as follows: the shift differential for overnight work shall be increased by an
 additional 50.25 per hour, which shall be effective on the date of ratification and shall
 not be retroactive.
- <u>Annuity Fund.</u> The parties agree to modify Article XXI and Appendix B of the CBA to reflect the below increases to the Annuity Fund to take place on the following schedule:

7/(8/2013	7/18/2014	, Upon	7/18/2016	7/18/2017
Į		Ratification		
\$0.00 per hour	\$0.00 per hour	Additional	Additional	Additional
		50.20 per hour	SO.20 per hour	\$0.20 per hour

 <u>Vacation Fund</u>. The paries agree to modify Appendix B of the CBA to reflect the below increases to the Vacation Fund, to take place on the following schedule:

7/18/2013	7/18/2014	Upon Ratification	7/18/2016	7/18/2017
\$0.00 per hour	50.00 per 1			Additional \$0.20 per hour

 Pension Fund. The parties agree to modify Article XXI and Appendix B of the CBA to reflect the below increases to the Pension Fund, to take place on the following schedule:

7/18/2013	7/18/2014	7/18/2015	7/18/2016	7/18/2017
\$0.45 per hour	Additional	Additional	Additional	Additional
-	\$0.45 per hour	\$0.45 per hotar	\$0.45 per hour	\$0.45 per hour }

Javits shall be credited with any amounts paid as a surcharge in excess of the \$0.45 per hour Contribution Rate as set forth above.

2/2/16 4851-9285-1901, v 1

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Teamsters LOCAL UNION 807

32-43 49th Street, Long Island Dity, NY 11103 Phone (718) 726-2525 • Fax (718) 726-7037 E-mail: local807@aol.com

Truck Crivers, Warehousemen, Exposition, Convention and Trade Show Employees Greater New York Vicinity and Mairophilian Area

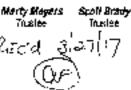


John "Buddy" Suffican President

Anthony Store Secretery-Treasurer

Lu Berreve Reymoud Asquino Vice President Recording Secretary Gladys Nimes Trustee.

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MEMORANDUM

To: Local 807 Health and Pension Funds

From: Anthony Storz

Subject: Mondelez Global LLC

Date: March 23, 2017

Mondelez Global LLC has signed a Collective Bargaining Agreement on for the period of April 1,2016 through March 31,2021...

ARTICLE 17 - HEALTH and PENSION FUND

Section 1. The Employer agrees to participate in the Local 807 Labor-Management Health and Pension Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds the Employer shall periodically contribute to the Funds at the rates set furth detein

Health Fund Contributions: a

Effective	Apul	1, 2016	\$8,44	pe.	hour
Effective	April	1, 2017	\$8.69	per	Nour
Effective	Apr.1	1, 2018	\$8.94	per	hour
Effective	April	1,2019	\$ 9 .19	per	heur
Effective	April	1, 2020	59.44	pei	Hour

9. Pension Ford Contributions, per the Pension Rehabilitation Plan:

Effective April 1, 2010	\$9.91,5, per hour
Cffective April 1 2017	\$10.365 per nour
Effective April 1,2018	\$10.515 per hour
Effective April 1 2019	\$11265 per hour
Effective Apri 1 2020	\$11.715 per hour

The Employed adopts the terms and conditions of the Perisions Fund Rehabilitation. Plan along with future amendments land agreas to romit the annual contribution intercases required by the Rehabilitation Plan as amended as set forth in the above contribution schedule

Contributions To the Health and Pension Funds shall be made for all hours paid, with a maximum of cgf1(8) hours or ich (10) hours per day, depending upon the employee's work schedule, and forty (40) hours per week. The Company will make a forty (40) hour health & weifare and pension couldbullon up behalf of a driver ibiBO7.99 Worked in excess of filty-two. (52) hours in any payroli week, regardless of the combor of days worked in that week

is proven to have been under the influence of drugs or alcohol in violation of the Company's Substance. Abuse Policy.

ARTICLE 17 - HEALTH and PENSION FUND

<u>Section 1.</u> The Employer agrees to participate in the Local 807 Labor-Management Health and Pension Aund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Nealth Fund Contributions:

Effective April 1, 2016	\$8.44 per hour
Effective April 1, 2017	\$8.69 per hour
Effective April 1, 2018	\$8.94 per hour
Effective April 1; 2019	\$9.19 per hour
Effective April 1, 2020	\$9.44 per hour

B. Pension Fund Contributions, per the Pension Rehabilitation Plan:

Effective April 1, 2016	\$9.915 per hour
Effective April 1, 2017	\$10.365 per hour
Effective April 1, 2018	\$10,815 per hour
Effective April 1, 2019	\$11.265 per hour
Effective April 1, 2020	\$11.715 per hour

The Employer adopts the terms and conditions of the Pensions Fund Rehabilitation Plan along with future amenuments and agrees to remit the annual contribution increases required by the Rehabilitation Plan as amended as set forth in the above contribution schedule.

Contributions to the Health and Pension Funds shall be made for all hours paid, with a maximum of eight (8) hours or ren (10) hours per day, depending upon the employee's work schedule, and forty (40) hours per week. The Company will make a forty (40) hour health & welfase and pension contribution on behalf of a driver who has worked in excess of fifty-two (52) hours in any payroll week, regardless of the number of days worked in that week.

The Company will make sufficient contributions to the above Health and Pension Funds to Insure that an employee, who was hired on or after April 1, 2016 and not eligible for the guarantee of hours of work or pay as set forth the third paragraph of Article 3 - Management Rights of this Agreement, receives contributions to the Funds for at least two hundred and fifty (250) hours in a calendar quarter.

<u>Section 2</u>. In the event of a definquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed definquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a definquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the definquency.

<u>Section 3</u>. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

<u>Section 4.</u> The Employer must use the cemittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

<u>Section 5.</u> With not less than two (2) weeks advance written notice, an authorized representative of the Union or the Local 807 Labor-Management Health and Pension Funds ("Funds") may inspect the Employer's pay records, time cards and/or Health and Pension Funds records.

<u>Section 6.</u> The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said roles and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

The Trustees of the Funos may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem justified to offset the added cost of collection.

<u>ARTICLE 18 – 401K</u>

On the first of the month following the completion of one (1) year of service, eligible employees will participate in a 401K Plan under the terms and conditions of said Plan. Employees may contribute a maximum of sixteen percent (16%) of eligible earnings and the Company will provide a twenty-five percent (25%) match of employee contributions, up to the first six percent (6%) of eligible contributions.

ARTICLE 19 - LEAVE OF ABSENCE

Section 1. Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be ninety (90) calendar days and may be extended for like periods. Written permission for an extension must be secured from both the Union and the Employer. During the period of absence, the Employee shall not engage in gainful employment; an employee who fails to comply with this provision will lose their seniority rights and will be terminated. The Company is not required to remit Health Fund and/or Pension Fund contributions on behalf of an employee on a leave of absence.

<u>Section 2</u>. The Employer agrees to grant up to ten (10) calendar days of Union Business Leave, without discrimination or loss of seniority rights and without pay, for an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided at least ten

		UNION			E-mai	Fax (718) 726-7037 I: local807@aol.com
MEMOR	Greater New York V.ci John "Avdry" Suilivan President		•	Reymand Asquino Rozording Secretary	Angol Curbeia / Glas	tusnet S/11/15
To:	Health and Pension	i Funds			\vee	(M)
From:	Tony Storz					·

49th Street, Long Island City, NY 11103

Subject: Maxum Expo- 127 N Black Horse Mt Ephramim, N.J. 08059 Contribution letter

Date: March 10, 2015

Sale Taameta

The above employer has signed an agreement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thre September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

<u>А) НЕА</u>LТН

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred overty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Seturdays, Sondays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on helialf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

www.TeamslersLocalB07.com.org.net

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer

shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer fur less than sixty-five (65) days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) men senjority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Persion Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

e. -.

SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages of any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A Union and Employer recognize the principle of sectority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highes), provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frezen at twenty (20) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E Each couployer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

A) IIEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for tess than sixtyfive (55) days, including regular days, sick days, Saturdays, Suddays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight teme and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (55) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (\$) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

(B) PENSION

1. Where, during any systerly reporting period, an Employee is pairing the Employee for less than sixtyfive (65) days, including regard days, sick days, Salurdays, Sundays, and horidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fond on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, such days, Saturdays, Sandays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for motion the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perhour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rale per hour core for whatever the reason the senior most employee within the per hour core shall inumediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) <u>TRUST FUNDS:</u>

a. The Trastees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments.

б.

in the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon a Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and warven by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made or, behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the Light to inspect the books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local \$07 Labor-Management Health and/or Pension Funds on behalf of corporate orfficers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$7.00 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be laid off before the employer selected foreman, and shall not be discriminated against under any circumstances. All foremen shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not cosult in the creation of a new position for the Employer.

SECTION 13

TRAVELING

A. All Employees sent outside of the Metropolitan District are to be paid for traveling time, meals and hotel expenses

Collective Bargaining Agreement

between

TEAMSTERS LOCAL UNION NO. 807, 32-43 49тн Street Long Island City, NY 11103



And

Mc Donald Metal & Roofing Supply Corporation One Avenue M Brooklyn, New York 11230

December 1, 2015 thru November 30,2020

- 2. To receive this henefit the employee must:
 - (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
 - (b) Notify the Employer on each morning, he or she actually serves on jury duty and,
 - (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the apportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 50 MAINTENANCE OF STANDARDS

The limployer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees that these provided for by of under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 PENSION AND HEAL TH FUND CONTRIBUTION RATES.

(a) During the term of this Agreement, the Employer shall contribute to both the Local 07 Labor-Management Health Fund ("Health Fund") and the Local 807 Labor-Management Pension Fund ("Pension Fund") on behalf of its covered employees

HEALTHFUND CONTRIBUTION RATES

13/1/15	12/1/16	12/1/17	12/1/18	12/1/19
\$8.19	S 8 .44	\$8.69	\$8.94	\$9.19

With regard to the Health Contribution Rate provisions only, the Employer reserves the right to reopen the contract and renegotiate said provisions should the Employer be able to obtain identical health insurance with lower premiums.

PENSION FUND CONTRIBUTION RATES

12/1/15	12/1/16	12/1/17	12/1/18	12/1/19
\$7.19	S7 64	\$8.09	S8.54	\$8.99

As of December 2.2011, the Employer adapts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

(h) During the pendency of an employee's trial period, the Company shall not be required to make contributions to both the Local 807 Labor-Management Health Fund ("Health Fund") and the Local 807 Labor-Management Pension Fund ("Pension Fund") on bohalf of its covered employees. If and when an employee completes his trial period, the Company will make all required contributions on behalf of as said employee retroactive to his date of hire.

SECTION 32. CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32 and 33, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours pet day and forty (40) hours in the Monday through Sunday work.

(b) No contribution shall be due for any of the following:(1) Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave):

(2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week:

(3) Jury duty pay.

SECTION 33 TIEAUTH AND PENSION-MISCELLANEOUS RULES

(a) The Frustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficianes thereander. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, order each, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employees. The administrator shall for hwith report, in writing the results of any inspection or interview to the Employers and the Trustees.

SECTION 34, NON, DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not Emited to hiring, compensation, training, premotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 DNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slow-down or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37 CDL LICENSES

Any employee hired after December 4, 1995 may be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.

SECTION 38 MODIFICATIONS

Neither the Employer nor any worker or group of workers shall have the right to modify or waive any provision of this agreement without the knowledge and written consent of a business agent. Any such agreement without the consent shall be null and void.



Truck Drivers LOCAL UNION 807

32-43 49th Street, Long Island City, NY 11103 Phoné (778) 726-2525 · Fax (718) 726-7037 www.TeamstersLocal807.com.org.net

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.

William Tests Prescent

John "Teridy" Suidens Secrebery-Theorem

Tony Sherr Vice President

Kenia Brudle Recording Secretary

Angel Curbelo Trustas

Lo Narrera Trustee

Boris Malgarajo Trustee

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MEMORANDUM

NOVEMBER 10, 2005 DATE: To: HEALTH AND PENSION FUNDS ANNUITY FUND

FROM: TONY STORZ-BUSINESS AGENT

RIGGING & MACHINERY MOVERS & TRADE SHOW DIV. CONTRACTION: SUBJECT:

THE FOLLOWING COMPANY HAS CURRENTLY SIGNED UNDER THE RIGGING AND MACHINERY MOVERS AND TRACE Show Division Contract Effective 10/1/03 THRU 9/30/08

M& Jinnovations 65 Pondfield Road Bronxville, N.Y.10708 Phone: 914-779-0655

CONTRIBUTIONS WILL BE MADE AS FOLLOWS:

1-ANNUITY:

STRAIGHT TIME HOURS - \$5,53 PER HOUR DOUBLE TIME OVERTIME - \$11.06 PER HOUR

2-HEALTH FUND:

THE PATE OF CONTRIBUTION TO THE HEALTH FUND, SHALL BE \$5.09 PER HOUR.

<u>3-PENSION:</u> A-THE RATE OF CONTRIBUTION TO THE PENSION FUND FOR MEN ON THE (20) MAN SENIORITY LIST SHALL BE \$4.46.5 PER HOUR.

B-THE BATE OF CONTRIBUTION TO THE PENSION FUND FOR ALL OTHER MEN. WILL BE \$2.40 PER HOUR. Additional Contributions to the Health and/or Pension.Funds:

EMPLOYER'S RATE ON CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS SHALL BE INCREASED AS FOLLOWS:

\$0.60 PER HOUR EFFECTIVE 10/1/03 \$0.60 PER HOUR EFFECTIVE 10/1/04 \$0.60 PER HOUR EFFECTIVE 10/1/05 \$0.60 PER HOUR EFFECTIVE 10/1/06 \$0.70 PER HOUR EFFECTIVE 10/1/07

FOR THE PERIOD BETWEEN OCTOBER 1,2003 TO SEPTEMBER 30, 2008, THE EMPLOYER SHALL PAY ANY ADDITIONAL CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS PROVIDED IN THE NJ-NY AREA GENERAL TRUCKING SUPPLEMENT TO THE NMFA AND THE UNION'S RIDEH THE9STO.

bolidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thaty (30) days in one hundred (100) shall be placed on the semiurity list as of his first day of hire. No Employee may be an more than one (1) seniority list at any one- (1) time. The seniority list is frazen at twenty (20) area for this constract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to game the first three (3) men (from the 20 man seniority list) for each event outside the Javits Convention Center from each days total teamster call.

SECTION 10. HEALTH AND PENSION

(A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2003 be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by an Employer for iess than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, ir cluding regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2003, shall be five dollars and nine cents (\$5.09) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(D) PENSION

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The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, offective October 1, 2005 and to be paid as follows:

- 6

Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2003, shall be four dollars forly-six and one-half cents (\$4.46.5) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

The rate of contribution to the Pension Fund for all other men, effective October 1, 2003 will be one dollar and fifty cents (\$1.50) per hour.

Cores: If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the \$1.50 per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

C. ADDITIONAL CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS:

Employer's rate of contributions in the Health and/or Pension Funds shall be increased by sixty (.60c) cents per hour effective October 1, 2003 and sixty (.60c) cents per hour effective October 1, 2004, sixty (.60c) cents effective October 1, 2005, sixty (.60c) cents per hour effective October 1, 2006 and seventy (.70) cents per hour effective October 1,2006 and seventy (.70) cents per hour effective October 1,2007

The allocation of all additional contributions during the life of this Agreement as between the Health as:d/or Pension Funds shall be determined by the Union in its sole discretion prior to the respective dates thereof. The Employer shall increase its contributions to each or both of the Funds in accordance with the Union's determination.

For the period between April 1, 2003 to September 30, 2008 the Employer shall pay any additional contributions to the Health and/or Pension Pands provided in the New Jersey-New York Area General Trucking Supplement to the National Master Freight Agreement and the Union's Rider thereto

(D) <u>TRUST FUNDS;</u>

2. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

Friday, December 05, 2003

b. Contributions shall be made to the Trustees of the Funds. The Employer shall - forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

 e. The Trustees of the Health and Peasion Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, decire, justified to offset the added cost of collection.

In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enferce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the nettees and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

g. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and (wenty (520) hours for said quarter, at the prevailing rate.

(E) DISTRIBUTION FLIND

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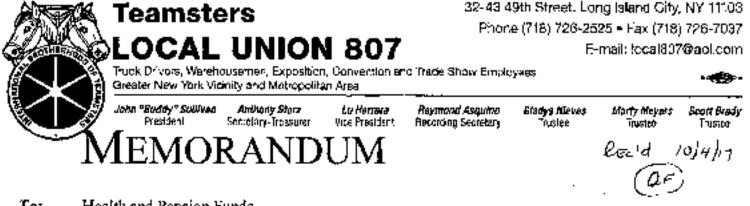
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The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2003 and to be paid as follows:

a. For the period October 1, 2003 to September 30, 2008 the Employer will contribute four dollars (\$4.00) per hour for straight time, eight dollars (\$8.00) per hour overtime (double time).

Each Employee will be paid their protrata share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.



To: Health and Pension Funds

From: Tony Storz-Sec. Treas.

Subject: Massimo Zanetti Beverage USA Foodservice

Date: October 4, 2017

The above company has signed a CBA effective from October 1.2017 through September 27,2020.

HEALTH AND PENSION

1. The Company shall participate in the Local 807 Labor— Management Health and Pension Funds (Funds). To provide the benefits prescribed by the Trustees of the Fends, the Company shall contribute to the Funds at the rates set forth herein. Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Health Fund ("Health Fund") in accordance to the following schedule:

10/1/2017	10/1/2018	10/1/2019
\$8.69	\$8.94	\$9.19

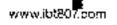
The Company shall pay to the as follows: Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") in accordance to the following schedule:

10/1/2017	10/1/2018	10/1/2019
\$10.365	\$10.815	\$11.265

Per hour for all compensable hours including, but not limited to, hours of actual work, paid sick leave, paid vacation, paid jury duty, paid holidays and paid bereavement, of eight (8) hours per day up to a maximum of forty (40) hours per week per bargaining unit employee.

All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours perday basis.

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.



ARTICLE 19 BEREAVEMENT LEAVE

In the event of a dealh in an Employee's immediate family, i.e., current sporse, parents, sister, brother, children, current mother-in-law or current father-in-law, immediate grandparents, and immediate grandchildren, the Company shall grant the Employee up to three (3) days off, with pay for the express purpose of attending services for the deceased. Death certificates or other satisfectory proof of death must be submitted by the Employee to the Company upon request. To be eligible for the aforementioned, the Employee must be on the seniority list for six (6) months.

ARTICLE 20 HEALTH AND PENSION

1. The Company shall participate in the Local 807 Labor-Management Health and Pension Funds (Funds). To provide the benefits prescribed by the Trusteas of the Funds, the Company shall contribute to the Funds at the rates set forth horein. Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Health Fund ("Health Fund") in accordance to the following schedule:

<u>10/1/2017</u> <u>10/1/2018</u> <u>10/1/2019</u> \$8.69 \$8.94 \$9,19

per hour for all compensable hours including, but not limited to, hours of actual work, paid sick leave, paid vacation, paid jury duty, paid holidays and paid bereavement, of eight (9)

hours per day up to a maximum of formy (40) hours per week per bargaining unit employee.

The Company shall pay to the as follows: Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") in accordance to the following schedule:

<u>10/1/2017</u> <u>10/1/2018</u> <u>10/1/2019</u> \$10.365 \$10.815 \$11.265

per hour for all compensable hours including, but not limited to, hours of ectual work, paid sick leave, paid vacation, paid jury duty, paid holidays and paid bereavement, of eight (8) hours per day up to a maximum of forty (40) hours per week per bargaining unit employee.

 All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours per day besis.

3. In the event of a delinquency in payment, the Company agrees to abide by all rules and regulations established by the Trustees of such Funda, including but not limited to those requiring the payment of interest and reasonable counsel fees and other costs of collection of such delinquencies and to give security in a sufficient amount, as demanded by the Trustees, to secure payment of such delinquencies.

4. The Company hereby agrees to permit an authorized representative of the funds to inspect its payroll records for the purpose of checking the accuracy of the contributions

required to be made by the Company to the Funds. If the Company fails to make the contributions provided for herein within the Lime required by the Funds' trust agreements and the cules and regulations of each of the Funds, then the Trustees may cancel out the benefit coverage for such bargaining unit Employees on whose account the Company has failed to contribute.

5. The Company must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

6. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

 Remittance reports and contributions shall be forwarded to the Sunds at periodic intervals set by the Trustees.

8. The Trustees shall have the right to accept the Union as a Company and to cover the Union's Employees for both health and pension benefits.

9. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Poard of Trustees and the decision of a majority of the Board of Trustees

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with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

10. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts which they, in the reasonable exercise of their discretion, deem justified to offset the added cost of collection.

11. Company contributions to the Funds on behalf of nonbargaining unit Employees performing bargaining unit work during any quarterly reporting period, shall be for a minimum of 520 hours for said quarter.

12. The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.



Teamsters LOCAL UNION 807

32-43 49th Street, Long Island City, NY 11103 Phone (718) 726-2525 • Fax (718) 726-7037 E-mail: \ccal807@aoi.com

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Truck Orivers, Warehousenten, Exposition, Convention and Trade Show Employees. Greater New York Vicinity and Metropolitan Area

John "Baddy" Sullingin President

Anifody Storz Secretary-Treasurer

Lo Norrora Ci Vice President

 Reymond Asquino ont Recording Secretary *Gladys Niewas* Trustee Marty Meyors Spott Brady Trusten Trustee

MEMORANDUM

To: Local 807 Health and Pension Funds

From: John Sullivan

Subject: Jong Island Tinsmith -Warehouse/ Driver

Date: January 25, 2017

Long Island Tinsmith -Warebouse/ Driver has signed a Collective Bargaining Agreement on for the period December 2, 2016 thra December 1,2021.

SECTION 31 INFALTH FUND CONTRIBUTION

During the term of this Agreement, the Employer shall contribute to Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Health Fund.

The Employer is currently contributing the amount of \$8.19 per hour into the Health Fund for all covered employees.

The Employer shall make the following commbutions to the Health Fund during the term of this Agreement

	12/1/16	12/1/17	12/1/18	12/1/19	12/1/20
Health Fund Hourly Contribution Rate	38.44	58.69	\$B.94	\$9.19	\$9.44

SECTION 32. PENSION FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to Local 507 Labor-Management Pension Fund ("Pension Fund") on lichtlf of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Pension Fund.

The Employer shall commute to pay Pension Fund contributions in accordance with the Pension Fund's Rehabilitation. Plan, and hereby adopts the tenns and conditions of the Pension Fund's Rehabilitation Plan. The current contribution rate to the Pension Fund is \$7.15 per hour. Commencing December 1, 2016, the hourly Pension contribution rate shall be raised to \$7.64 increasing \$.45 per hour every December 2rd thereafter.

SECTION 33 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pennion Eand contributions as set forth in Paragraph 31 and 32, shall be made for all bours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sourday week.

- (b) No contribution shall be due for any of the following:
 - (1) Unused ack days for which the employee receives pay pursuant to Section 12 above (sick leave);

(2) Vacation pay received by an employee who has worked through his vacation and received 40 bours regular pay in the same week;

(3) Jury duty pay.

SECTION 34 HEALTH AND PENSION MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund essets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary shall by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was usailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under each, setting furth the names and social security number of all encyloyees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funde Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employees. The administrator shall forthwith report, in writing, the results of any enspection or interview to the Employees and the Trustees.

Health Fund Hourly Contribution Rate \$8.44 \$8.69 \$8.94 \$9.19 \$9.44 SECTION 32 PENSION FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to Local 807 Labor-Management Pension Fund ("Pension Fund") on behalf of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Pension Fund.

The Employer shall continue to pay Pension Fund contributions in accordance with the Pension Fund's Rehabilitation Plan, and hereby adopts the terms and conditions of the Pension Fund's Rehabilitation Plan. The current contribution rate to the Pension Fund is \$7.19 per hour. Commencing December 1, 2016, the hourly Pension contribution rate shall be raised to \$7.64 increasing \$.45 per hour every December 2nd thereafter.

SECTION 33 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 31 and 32, shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contribution shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);

(2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week;

Jury duty pay.

SECTION 34 HEALTH AND PENSION-MISCELLANEOUS_RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employers and the Trustees.

SECTION 35 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 36 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 37 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 38 CDL LICENSES

Any employee bired after December 4, 1995 may be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.

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AGREEMENT

This Agreement is executed as of the 4th day of November 2003, by and between the Board of Trustees of the Local 807 Labor-Management Pension Fund (the "Fund") and the Board of Trustees of the Local 807 Labor-Management Health Fund (the "Employer").

WHEREAS, the Fund, in accordance with its plan of benefits (the "Plan"), provides pension benefits to its participants; and

WHEREAS, an "Employer" as defined in the Fund's Agreement and Declaration of Trust: (the "Trust Agreement"), may obtain the benefits of the Plan for certain of its employees by making contributions to the Fund on their behalf in accordance with the provisions of the Plan thereby accopting and ratifying the Plan and the Trust Agreement and

WHEREAS, in order to obtain the benefit of the Plan for its employees, the Employer must enter into a written agreement with the Board of Trustees of the Fund (the "Trustees") stating that the Plan's benefits extend to the employer's employees; and

WHEREAS, the Fund's Trust Agreement allows employees of the Employeer to participate in the Fund and receive benefits there under; and

WHEREAS, the parties hereto wish to momorialize in writing the specific '

NOW, THEREFORE, it is understood and agreed as follows:

1. This acknowledges that all employees of the Employer have been and shall remain participants of the Fund as of their date of hire with the Employer. Further, new hires shall become participants of the Fund as of their date of hire with the Employer. Participants have been and shall be entitled to receive benefits from the Plan purspant to the terms and conditions of the Plan.

2. The Employer acknowledges that it has been contributing to and agrees to continue to contribute to the Fund at the same rate as that in effect for the National Master Freight Agreement/New Jessey-New York Area Supplement for each employee identified in paragraph one. Payments shall be accompanied by the Fund's remittance reports and/or any information deemed necessary or required by the Trustees of the Fund. Contributions shall be made to the Fund on the basis of all hours paid up to a maximum of eight (8) hours per day and forty (40) hours per week and shall be made in accordance with the Fund's Trust Agreement, as amended. Such contributions shall be payable from the first day of employment.

3. Contributions for the precoding month are due and payable on pribefore the 20th day of each month. Upon the failure of the Employer to make payment of any contribution when due, or to provide records as required herein, the Trustees shall be entitled, at their sole option, to take any action permitted by this Agreement, by the Trust Agreement establishing the Fund and/or by law to collect such contributions, together with interest and liquidated damages as established by the Trustees, attorneys' fees, dourt costs, costs of arbitration and audit costs.

Any claim that the Employer has failed to make proper payment.

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or to file proper reports with the Fund may be submitted to exbitration before an erbitrator or arbitrators specified by the Trustees for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with the costs of the arbitration, legal foos, audit expenses, interest and liquidated demages as established by the Trustees.

5. The Employer hereby accepts, ratifies, and adopts the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund as if it were set forth herein in full.

6. The Employer shall maintain such records, reports and information on its employees, as may be necessary for the proper administration of the Fund and in accordance with the Fund's Trust Agreement, as amended.

7. The Employer shall make available any and all pertinent records of its employees that the Fund may require in connection with the sound and efficient operation of the Fund. The Fund shall have the right to have the Employer's records audited by an accountant of the Fund's own choosing.

8. It is understood that the Fund's Trustees shall have complete authority and discrption to determine eligibility for benefits for its employees.

9. The Fund agrees to distribute and make available copies of its summary plan descriptions, summary annual reports, benefit statements and any other documents that are required to be distributed to participants of the Plan.

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10. Notwithstanding anything in this Agreement (or any amendment hereof) to the contrary, no provision of this Agreement shall be construed so as to violate the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Internal Revenue Code (the "Code") or any other applicable law. In the event that any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect upon, or shall not impair the enforceability of, any other provision of this Agreement. In addition, nothing contained herein shall be deemed a waiver of any rights or authority granted by the Trust Agreement of the Fund, as amended, or any resolution of the Trustees.

11. This Agreement may be amended, and the parties hereto shall take all such further required action, as may be necessary or desirable in order that this Agreement shall comply with all applicable law lincluding, without limitation, ERISA and the Code).

12. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York (without giving effect to the principles thereof relating to the conflict of laws), except to the extent otherwise governed by (ederal law.

13. This Agreement sets forth the entire agreement of the parties hereto, is intended to be a complete and exclusive statement of the terms hereof, and may not be modified or amended except by a writing signed by all of the parties

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hereto.

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14. This Agreement shall inure to the benefit of the parties hereto, and their successors and assigns.

15. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed to be, and have the force of, an original, but all of which shall be considered the same instrument.

16. This Agreement shall continue in diffect until modified or terminated in writing by the parties hereto. Nothing in this Agreement shall be deemed as an admission that prior contributions were made without authority or in violation of any law or regulation.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year, first written above,

32-43 49th Street, Long Island Dity, NY 11103 Phone (718) 726-2625 • Fax (718) 726-7037 E-mail: loca/907@laol.com

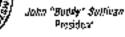
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Teamsters OCAL UNION 807

Truck Onvors, Warehousomen, Explosition, Convention and Trade Show Smployees. Greater New York Violnity and Vetropolilan Area.



Anthony Store Secretary-Treasurer

Lo Herrera Represent Associate Vice President

Recording Sourceary

Angél Curbeix Trusles Frusise. Marty Idevers Trustee

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MEMORANDUM

- To: **Mealth and Pension Funds**
- From: John Sulfivan
- Subject: KSFJ CONTRIBUTIONS Kemco- Florence- J & S

Date: December 11, 2016

The above employer has signed an agreement effective from December 1, 2015 to November 30,2020.

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1st of each Contract Year.

(2/1/15	12-1-16	12/1/17	12/1/18	12/1/19
4.84	5.29	5.74	6.19	6.64
HEALTH F	UND:			

12/1/16 .12/1/18 ___ 12/1/19. 12/1/15 .12/1/17 9.19 8.19 8.44 8.69 8.94

SECTION 32 CONTRIBUTION LIMITATIONS

All of the Health and Pension Fund contributions as set forth in (a) Paragraph

32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following: Unused sick days for which the employee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11 (b)(viii);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the proceeding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the

contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees. SECTION 34

(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per cay for each day served on jury duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (2) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31_PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local \$07 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

(a) The Employer shall contribute to the respective benefit funds according to the following schedules:

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year diffective December 1st of each Contract Year.

<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
4.81	5.29	5.74	6.19	6.64
<u>HEALTH P</u>	<u>UND</u> :			
12/1/15	1 <u>2/1/36</u>	1 <u>2/1/17</u>	1 <u>2/1/</u> 18	<u>12/1/19</u>
8.19	8.44	8.69	8.94	9,19

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

 Linused sick days for which the employee receives pay pursuant to Section 12 above;

 Vecation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11(b)(viii);

Jary duty pay.

SECTION 33 WEALTH AND PENSION-MISCELLANROUS BULES

(a) The Trostees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereender. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

:

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after seld notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shal! within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting (orth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex. age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slowdown or cuttaliment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a kickout

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the halance of the agreement shall remain in full force and effect.

SECTION 37 COL LICENSES

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment. 2015-2020



GROUP CONTRACT TRUCK DRIVERS LOCAL UNION NO. 807

Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

KSFJ GROUP c/o New & Karfunkel, P.C. 1129 Bloomfield Avenue, Suite 216 West Caldwell, New Jersey 07006 (862) 210-8220

Truck Drivers Union Local 807 IBT 32-43 49th Street Long Island City, New York 11103 (718) 726-2525

(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per day for each day served najury duty with a maximum offen (10) days henefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

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In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STAND ARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES.

During the term of this Agreement, the Employer shall contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

 (a) The Employer shall contribute to the respective benefit funds according to the following schedules;

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation. Plan including the 45 cent per hour increase per year effective December F of each Contract Year.

:2/1/15	12/1/16	<u>12/1/17</u>	<u>(2/)/18</u>	<u>i2/1/19</u>
4.84	529	5.74	6.19	664
HEALTH F	UND:			
12/1/15	1 <u>2/1/16</u>	12/1/17	<u>12/1/</u> 18 .	12/1/ <u>19</u>
8.19	8.44	8.69	8.94	919

SECTION 32, CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11 (5)(viii);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Bealth and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection. (c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arhitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NONDISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handican, matital status, sexual orientation or affectional preference in all employment decisions, including, bat not limited to hiring, compensation, training, promotion, demotion, transfer, layeff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will nother sanction nor support any wildcat strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37 CDL LICENSES

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Countercial Drivers License within 120 days of employment



Teamste **UNION 807**

49th Street, Long Island City, NY 11103 Phone (718) 726-2526 • Fax (718) 726-7037 E-mail: local807@aol.com

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees Greate: New York Vicinity and Metropolilan Area

daha "Beddy" Salilwan President

Laikony Slar2 Saprolary-Treasurer

Lo Harrera Vice President

Saymond Asquing Recolding Secretary Angelo Curbelo Gladys Woves លេនដែរ

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Marty Myers

Trustee

Memorandum

l'o: Health and Pension Funds

From: Buddy Sullivan-President

Subject: [. Janvey & Sons, Inc.

Date: October 7, 2013

OF.

Trusine.

The above employer has signed a Collective Bargaining Agreement that is effective for the period of October 1, 2013 through September 30, 2018.

The contributions will be as follows:

HEALTH & WELFARE & PENSION FUND CONTRIBUTIONS

Contributions to the Realth and Pension Fund shall be made on all hours paid, with a maximum of eight (8) hours per day. All contributions shall not exceed forty (40) hours per week.

A. Health Fund Increases: Current contribution to the Health Fund is \$7.74.

Effective April 1, 2014 Health Fund shall be \$7.99 Effective April 1, 2015 Health Fund shall be \$8.24 Effective April 1, 2016 Health Fund shall be \$8.49 Effective April 1, 2017 Realth Fund shall be \$8.74 Effective April 1, 2018 Health Fund shall be \$3,99

B. Ponsion Fund Increases: Current contribution to the Pension Fund is \$8,515. As per the <u>Pension Rehabilitation</u> Pla:

Effective April 1, 2014 Pension Fund shall be \$8.965 Effective April 1, 2015 Pension Fund shall be \$9,415 Effective April 1, 2016 Pension Fund shall be \$9,865 Effective April 1, 2017 Pension Fund shall be \$10.315 Effective April 1, 2018 Pension Fund shall be \$10.765

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with feture amendments. The Company agrees to pay the annual community ion increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

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ARTICLE XVI - WAGES

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A. Effective October 1, 2013, all employees covered by this Agreement (as listed on the attached Schedule "A") shall receive an increase of \$40.00 per week.

B. Effective October 1, 2014, all employees covered by this Agreement (as listed on the attached Schedule "A") shall receive an increase of \$40.00 per week.

C. Effective October 1, 2015, all employees covered by this Agreement (as listed on the attached Schedule "A") shall receive an increase of \$30.00 per week.

D. Effective October 1, 2016, all employees covered by this Agreement (as listed on the attached Schedule "A") shall receive an increase of \$36.00 per week.

E Effective October 1, 2017, all employees covered by this Agreement (as listed on the attached Schedule "A") shall receive an increase of \$24.00 per week.

ARTICLE XVII - SICK LEAVE

A. Employees who, as of January 1 each year have completed one (1) year of continuous work service, shall be eligible for a total of five (5) days sick leave with pay during that calendar year, commencing January 1, 2013. If an employee is absent for three (3) or more consecutive work days, he/she must submit a doctor's certificate as proof of illness in order to claim sick leave.

B. Qualified employees who have any unused sick leave days at the end of the calendar year shall be paid for such days as a Christmas bonus on or about the Friday before Christmas immediately following the end of such contract year. Such unused sick leave days shall be paid for at twice the wage rate of the employee which was in effect as of the date the employee first became eligible to receive those sick leave days.

ARTICLE XVIII MINIMUM HIRING RATES AND PROGRESSION

The minimum hiring rate for a unit employee during the term of this Agreement shall be as shown on the attached Schedule "A". Thereafter, at the end of the sixty (60) day probationary period the employee will be increased to the wage scale then in effect. The Employer contribution for the Health and Pension Fund will then (after the sixty (60) day period) be retroactive to the first day of hire.

ARTICLE XIX. HEALTH AND PENSION FUND

The Employer shall participate in the Local 807 Labor-Management Health and Pension Fund ("Funds") To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

Contributions to the Health and Pension Fund shall be made on all hours paid, with a maximum of eight (8) hours per day. All contributions shall not exceed forty (40) hours per week.

A. Elealth Fund Increases: Current contribution to the Realth Fund is \$7.74

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B. Pension Fund Increases: Current contribution to the Pension Fund is \$8.515. As per the <u>Pension Reliabilitation Plan.</u>

> Effective April 1, 2014 Pension Fund shall be 58.965 Effective April 1, 2015 Pension Fund shall be \$9.415 Effective April 1, 2016 Pension Fund shall be \$9.865 Effective April 1, 2017 Pension Fund shall be \$10.315 Effective April 1, 2018 Pension Fund shall be \$10.765

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

ARTICLE XX - BULLETIN BOARD

The Employer agrees to furnish a bulletin board in a conspicuous place for the exclusive use of the Union. No material derogatory to the Employer may be posted.

ARTICLE XXI - PLANT VISITATION

Properly accredited representatives of the Union shall have access during working hours to the premises of the Employer, provided such access does not interfere with the normal flow of the business, and the Union representatives report their presence to the Employer before entering the shop area.

ARTICLE XXII - MANAGEMENT OF BUSINESS

Subject only to the express provisions contained in this Agreement, the Company shall continue to have the sole right to direct its working force, to manage and operate its business and property, and including, but not by way of limitation, any change in the nature or scope of the husiness, or method or system of operating the same, the discontinuance, consolidation or change in the organization of departments, the location of work dulies, the employment of employees.

31 13 49th Street, Long Island Dity, NY 11103

...one (718) 726-2525 • Fax (716) 726-7037

Gizthy Noves

Trustee

E-mail: local607@aol.com

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Teamste s **UNION 807**

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees Greater New York Vicinity and Metropolitas Area

John "Goddy" Sullivan President

- Anthony Storz
 - . Secretary-Treasurer

Raymond Asopino La Hetsera Vice President

Recording Secretary

Hults

0r

Anget Carbeta

Trustee

MEMORANDUM

Tei	Health and Penalon Funds
From:	John Sullivan
Subject:	KSFJ CONTRIBUTIONS
	Kameo-Florence-J & S
Date:	December 11, 2015

The above employer has signed an agreement effective from De to November 30,2020.

PENSION FUND: 2

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1+ of each Contract Yeat

12/1/15	1994 - 1995 -	
4.84		8/19 64
HEALTH	FUND	
12/1/15 8.19	12/1/16 92/1/17 8.44 9 9 8.69 9 7 8	<u>A2/1/48 22/1/49</u>

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph

32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following: Unuses sick days for which the emp. yee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11 (b)(vili);

3. Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Hoalth and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the

contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees. SECTION 34

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SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per day for each day served on jury duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

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In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

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PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1st of each Contract Year.

<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
4.84	5.29	5.74	6.19	6.64
HEALTH F	<u>ŲND</u> :			
<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
8.19	8.44	8.69	8.94	9.19

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(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

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(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

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All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

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The Union agrees that it will neither sanction nor support any wildcat strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

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SECTION 37 CDL LICENSES

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

2014-2020

RIGGING AND MACHINERY MOVERS AND TRADE SHOW DIVISION CONTRACT

Between

TRUCK DRIVERS LOCAL UNION NO. 897

And

AGREEMENT entered into between Expo Advantage [hereinafter called the "EMPLOYER" and TRUCK DRIVERS LOCAL UNION NO. 807, hereinafter called the "UNION" to govern all hours, wages and working conditions set forth from the 1 st day of October 2014 through the 30th day of September 2020.

SECTION 1. UNION RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive collective harganning representative of all its employees who pick up, haul, load or unload displays, freight, material(s), machinery, tools and/or equipment or assist in same, who operate (or assist to operate) the machinery, equipment, tools, and/or vehicles by which such work is performed or which is related to such work (e.g. hilo, bulldozer, truck) and all other employees performing the kind of work described herein.
- B. All pick-ups, hauling, loading and/or unloading of displays, fielght material(s), machinery, tools and/or equipment and the operation of all machinery, equipment, tools and/or vehicles by which such work is done or which is related to such work, and other work customarily done by the Employee's employees shall be performed only by the Employee's employees covered by this Agreement.
- C. The terms "Employee" and "Employees" as hereinafter used are intended to refer solely to all persons within the collective bergaining unit covered by this Agreement.
- D. All men who pick up, hanl, load or unload freight, material(s), and machinery in connection with a rigging job shall be covered by this Agreement whether or not they actually handle rigging equipment. A man who drives a truck regardless of size, which is equipped with a fall, shall be classified as a Rigging Chauffeur whether or not the fall is actually used.
- E. For the purpose of this Agreement the Employer agrees to refrain from using the services of any person who does not observe the wages, hours and conditions of employment set forth in this Agreement.
- F. In all cases hired or leased equipment shall be operated by an Employee of the Employer and such Employee shall be paid pursuant to the terms of this Agreement. The Employer expressly reserves the right to control the manner, means and details of, and by which, the operator of said hired or leased equipment performs his services as well as the ends to be accomplished.

SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and affect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each jub.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days. Saturdays, Sondays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or aot), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and bolidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred tweaty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for mon on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.265 per hour. Effective October 1, 2017 the rate shall be \$10.265 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$10.815 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension reliab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

e The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereinder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection.

of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (30) days after each quarter submit to the Administrator of the Funds a statement, under nath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own metinn, or at the request of the Union shall have the right to inspect the honks and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall furth with report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will he \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$7.00 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12,00. Effective October 1, 2016 the sum will be \$12,50. Effective October 1,2017 the sum will be \$13,00 per hour. Effective October 1, 2018 the sum will be \$13,50. Effective October 1, 2019 the sum will be \$13,50.

Each Employee will be paid their pro-rata share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS.

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sule duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be laid off before the employer selected foreman, and shall not be discriminated against under any circumstances. All foremen shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

A. All Employees sent outside of the Motropolitan District are to be paid for traveling time, meals and hotel expenses.

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Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees Greater New York Visinity and Metropolican Area.

Teams

lpha "Buddy" Sullivan President

Anthony State Secretary Treasuler

AL UNION 807

Lu Herrara Vice President

Raymond Asquina Recording Secretary

Angel Curbelo Trustee

Gladys Meves Merty Mey Trustee

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MEMORANDUM

- Ta: Health and Pension Funds
- From: John Sullivan

JDP Mechanical Subject:

Date: December 17, 2015

The above employer has signed an agreement effective from December 1, 2015 to November 30,2020.

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1* of each Contract Year.

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SECTION 32 CONTRIBUTION LIMITATIONS

All of the Health and Pension Fund contributions as set forth in (a) Paragraph

32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

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 Unused sick days for which the exployee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11 (b)(vill);

3. Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mall by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and walved by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the proceeding month in any classification covered by the terms of this agreement and such statement shall set forth the

Contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or record relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview To the Employer and the Trustees. SECTION 34

(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JJRY DUTY PAY

Each employee shall receive \$60 per day for each day served on jury duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

 (a) The Employer shall contribute to the respective benefit funds according to the following schedules:





PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1⁶ of each Contract Year.

<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/1</u> 7	<u>12/1/18</u>	<u>12/1/19</u>
4.84	5,29	5.74	6.19	6,64
<u>HEALTH F</u>	UND:			
<u>12/\/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1</u> /1 <u>8</u>	<u>12/1/19</u>
8.19	B.44	8.69	8.94	9.19

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

 Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11(b)(viii);

JDry duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection. (c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, ender oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the bonks and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicep, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37_CDL LICENSES

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.



Teamsters

32-43 49th Street, Long Island City, NY 11103 Phone (718) 726-2525 • Fax (718) 726-7037 E-mail: jocal807@aoi.com

Truck Drivers, Warehousement, Exposition, Convention and Track Show Employees. Greater New York Vicinity and Metropolition Area

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John "Buddy" Sollfygan President

lvon Anthony Stora Secretary-Treasurer

La Harrera Raymond Asgulno Vice Fresident — Recording Secretary Chady's Nieves Marty Meyors Scott Brady Trustan Trustee Trustee flectar 10/30/17

MEMORANDUM

To: Health Welfare and Pension Fund

From: Tony Storz-Sec.Treas.

Subject India Warehouse INC.

Date: October 30, 2017

The above employer has signed a Collective Bargaining Agreement effective for the period April 1, 2017 to March 31, 2022.

The employer will make the following contributions increases to the Funds:

1-Health Fund

The Company will pay a \$0.25per hour/annum increase from the current rate of \$8.19 to the Local\$07 Labor-Management Health Fund on August 1, 2017 and each year thereafter, according to the following schedule:

<u>8/1/17</u>	<u>8/1/18</u>	<u>8/1/19</u>	<u>8/1/20</u>	<u>8/1/21</u>
\$8.44	\$8.69	S8.94	59.19	\$9,44

2-Pension Fund

Effective April 1, 2017, the Employer shall adopt the Local 807 Labor-Management Pension Fund's Rehabilitation Plan current contribution schedule and shall be subject to its terms as adopted by the Trustees of the Fund. The Employer currently pays the amount of \$9.39 per hour for contributions to the Pension Fund. The first hourly contribution increase will take effect on August i, 2017, and will be according to the following schedule:

<u>8/1/17</u>	<u>8/1</u> /1 <u>8</u>	<u>8/[/19</u>	<u>8/1/20</u>	<u>8/1/21</u>
\$9.84	\$10.29	\$10,74	\$11.19	511.64 -

Contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hours per day, not to exceed (40) hours per week.

ABTICLE 19. HEALTH AND PENSION

 The Employer shall participate in the Local 807 Labor-Management Health and Pension Funds ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein

Effective April 1, 2017, the Employer shall adopt the Local 807 Labor-Management Pension Fund's Rehabilitation Plan current contribution schedule and shall be subject to its terms as adopted by the Trustees of the Fund. The Employer currently pays the amount of \$9.39 per hour for contributions to the Pension Fund. The first hourly contribution increase will take effect on August 1, 2017, and will be according to the following schedule:

8/1/17	8/1/18	8/1/19	8/1/20	8/1/21
\$9.84	\$10.29	\$10.74	\$11.19	\$11.64

2. Contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight (8) hour's per day, not to exceed (40) hours per week. The Company will pay a \$.25 per hour/annum increase from the current rate of \$8.19 to the Local 807 Labor-Management Health Fund on August 1, 2017 and each year thereafter, according to the following schedule:

8/1/17	8/1/18	8/1/19	8/1/20	8/1/21
\$8.44	\$ B.69	58.94	\$9.19	\$9.44

3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspectits payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

 Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly. The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both Health and Pension.

The Employer hereby adopts the provisions of the Funds' Trust Agreements.

10. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deemjustified to offset the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with the following schedule:

One year	2 weeks
Three years	3 weeks
Eighteen years +	4 weeks

The following three individuals during their employ with the Employer, shall be allowed five weeks vacation per year in exchange for continuing to forego any and all wage increases provided in Article 36 of the 2012-2017 Contract:

Fernande o Alvare z	RETTER	Θ
Raymond Diaz		Ś
Gerson Damiant		

Employees who do not work a fall week (Shape) shall follow the following schedule. Employees employed less than three years not to exceed 2 weeks.

30 days	1 day	165 days	9 days
б0 days	2 days	175 days	10 days
90 days	3 days	187 days	11 days
120 days	4 days	199 days	12 days
125 days	5 days	Z11 days	13 days
135 days	6 days	223 days	14 days
145 days	7 days	235 days	15 days
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2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates. Mandetory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from january 1 through December 31 of each contract year. All employees hired after June 30 of the contract year will follow schedule above.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least one, (1) month during the prior contract year. In determining vacations, all hours paid for, including those allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty. (30) days in that contract year.

4824-7634-6193 v.**!**

<u> Ang</u>	Teamster	121 7 - 1	32-43 49th Street, Long Island City, NY 1110 Photop 718) 726-2526 • Fax (718) 723-703 E-mail: locat607@aol.com		
	Truck Drivers, Warohousemen, Exposition, Convention and Trade Show Employees				
	l John "Buddy" Spillwan Anthony Slova Lu Herrel President Secretary-Treasure: Vice Presid		el Carbeio Bladya Nieves Marty Meyors Frustes Trustae Trustee		
MEMOR	ANDUM		lacid 3/9/15		
To:	Health and Pension Funds	(
From:	Tony Storz		v		
Subject:	GES				
	6800 Santa Fe Drive Hodgkins, Il 60525	- Contribution letter			
Date:	March 9, 2015				

The above employer has signed an agreement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employees will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

A) HEALTH

The Employer shell participate in the Local 807 Labor-Management Health Fund-Contributions by the Employer shall, effective October 1, 2014 be paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for icss than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred tweaty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes. www.TeamstersLocal807.com.org.net

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by the Employee for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid streight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, stek days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fond for men on the (20) man seniority list, effective October 2, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.





PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term of condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) mea for this contract.

D The Forenan, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to game the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

<u>A) HEAUTH</u>

The Employer shall participate in the Local 507 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and helidays (whether worked or not), the Employer shall contribute at the provailing rate, to the health Fund on behalf of that Employee for each paid stratger time and overtime bour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Realth Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

five (65) days, including regular days, sick days, Salurnays, Sundays, and holidays (whether worked or not), the Employer shall contribute, a prevailing rate, to the Pension Fund on be and of said Employee for each paid straight time and overtime noor, up to a maximum of five hundred overty (1/20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, offective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that attount thereafter contributed on his/her behalf to the Pension Fund. These shall be twenty (20) men in the higher rate pension at all times

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REIIAB PLAN

Pension increases shall be as prescribe per the pension reliab pian. The employer adepts the terms and condition of the Persion Rehabilitation Plan.

(D) TRUST FUNDS:

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a The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trastees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions goventing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Realth and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, doem, justified to offset the added cost of collection.

sent to the Union, Pension applied the Employer Via ordinaty mail by the Administrator of the Funds, and copies are sent to the Union, Pension applied Health Trustees, and if said default is not paid within five (5) working days after said notice of default, the provisions for arbitration shall be deen to an coled withdrawn and waved by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under eath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the tight to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

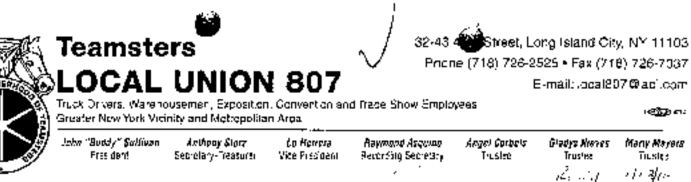
The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be laid off before the employer selected foreman, and shall not be discriminated against under any throunstances. All forenten shall report their daily taber call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

A. All Employees sent outside of the Melropolitan District are to be paid for traveling time, meals and hotel expenses.

B. All Employees sent beyond a radius of sixty-five (65) miles from garage, not including Long Island,



MEMORANDUM

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To:	Health	and	Pension	Funds
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From: Lu Herrera

Subject: Gentlemon's Sheet Metal

Date: January 13, 2016

The above employer has signed an agreement effective from December 1, 2015 to November 30,2020.

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1st of each Contract Year.

12/1/15	12-1- 181	12-1-17	12/1/18	
4.84	5.29	5.74	6.19	
HEALTH	FUND:	· · ·		· · ·
12/1/15	12/1/15	12/1/17	<u>12/1/18</u>	
8.19	8.44	8,69	8.94	

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph

32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

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 Unused sick days for which the employee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11 (b)(viii);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all definquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) in the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employor shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the

contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees. SECTION 34

(a) THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per day for each day served on jury duty with a maximum of (en (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (b) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) miles from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 30 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local \$07 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

(a) The Employer shall contribute to the respective benefit funds according to the following schedules:

PENSION FUND:

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The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1st of each Contract Year.

<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>		
4. 8 4	5.29	5.74	6.19	6.64		
HEAUTH FUND:						
<u>12/i/15</u>	<u>12/1/16</u>	1 <u>2/1/1</u> 7	<u>12/1/18</u>	<u>12/1/19</u>		
8 19	8.44	8.69	8,94	9.19		

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

 Vecation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11(b)(viii);

Jory duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Fonds may assess penalties for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health (ir Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Famployer in default which shall not be considered a breach of the agreement

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right in inspect the books and/or records telative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handleap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37 CDL LICENSES

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

	Teamsters LOCAL UNION 807 Tuck Drivers, Ware "occorright, Exposition, Convention and Trade Greater New York Vicinity and Metropolitan Area		Phon	32-43 49th Street, Long Island City, Phone (718) 726-2525 • Fax (718) E-mail: local807 e'Stow Employees		
NEmure	Anin "Buddy" Sulliven Anihony Storz Preskiert Secretary-Treasurer RANDUM	<i>Lu Nerrara</i> Mce 7:resident	Reported Acquire Recording Secretary	Stadya Noovee Trustee	Marty Meyors Trustes	Scott Brady Trusics
To:	Health and Pension Funds					
From:	Tony Storz					
Subject:	Freeman Expositions, Inc Contr	ibution lette	c			
Date:	April 20, 2017					

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 607 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (S8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sizk days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 he paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employee for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or pot), the Employer shall contribute, at the prevailing rare, in the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 3, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fond purposes.

shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each puid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per loop.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall, immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension robab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 10 HEALTH AND PENSION

A. HEALTH

The Employer shall participate in the Local 807 Labor-Management Hoalth Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

- Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), (he Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.
- 2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and bolidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective:

- i. October 1, 2014, the rate shall be \$7.94 per hour.
- ii. October 1, 2015 the rate shall be \$8,19 per hour,
- iii. October 1, 2016 the rate shall be \$8.44 per hour.
- iv. October 1, 2017 the rate shall be shall be \$8.69 per hour.
- v. Ocrober 1, 2018 the rate shall be \$8,94 per hour.
- vi. October 1, 2019 the rate shall be \$9.19 per hour.
- Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

B. PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

- Where, during any quarterly reporting period, an Employee is paid by the Employer for less then sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and bulidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.
- 2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Sumdays, Sundays, and bolidays (whether worked or not), the Employee shall contribute, at the preveiling rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list:

- i. Effective October 1, 2014, the rate shall be \$9.015 per hour.
- il. Effective October 1, 2015 the rate shall be \$9.465 per hour.

- Bffective October 1, 2016 the rate shall be \$9.915 per hour.
- iv. Effective October 1, 2017 the rate shall be \$10.365 per hour.
- v. Effective October 1, 2018 the rate shall be \$10.815 per hour.
- vi. Effective October 1, 2019 the rate shall be \$ 11,265 per hour.

The rate of contribution to the Pension Fund for all other employees:

- i. Bffective October 1, 2014 the rate shall be \$6.95 per hour.
- ii. Effective October 1, 2015 the rate shall be \$7.40 per hour.
- Effective October 3, 2016 the rate shall be \$7.85 per hour.
- iv. Bffective October 1, 2017 the rate shall be \$8.30 per hour.
- v. Effective October 1, 2018 the rate shall be \$8.75 per hour.
- vi. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on bis/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

C. REHABPLAN

Pension increases shall be as prescribed per the pension rebab plan. The Employer adopts the terms and condition of the Pension Rehabilitation Plan.

D. TRUST FUNDS:

- The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.
- Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.
- The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.
- 4. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the J leafth and Pension Funds and the rights of employees theremder. The Trustees shall set for in the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.
- The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection.

In the event the Employer defaults in payment of pension and/or health contributions, or

penaltics and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and antorce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions mede on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records selative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

 Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment thring a quarterly reporting petiod, shall be for a minimum of five hundred and twenty (520) hours farsaid quarter, at the prevailing rate.

SECTION 11 DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014, and to be paid as follows:

- A. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following:
 - Effective October 1, 2014 the sum will be \$5.75 per hour.
 - 2. Effective October 1, 2015 the sum will be \$6.00 per hour.
 - 3. Effective October 1, 2016, the sum Will be \$6.25 per hour.
 - Bffective October 1, 2017, the sum will be \$6.50 per heur.
 - Effective October 1, 2018, the sum will be \$6.75 per hope.
 - 6. Effective October 1, 2019, the sum will be \$7.00 per hour.
- B. For all overtime hours:
 - Effective October 1, 2014, the sum will be \$11.50 per hour.
 - Effective October 1, 2015 the sum will be \$12.00 per hour.
 - 3. -Effective October 1, 2016 the sum will be \$12.50 per hour.
 - Effective October 1.2017 the sum will be \$13.00 per hour.
 - Rffective October 1, 2018 the sum will be \$13.50 per hour.
 - Reflective October 1, 2019 the sum will be \$14,00 per hour.
- C. Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12



Teamsters

3≥-+3 49th Street, Long Island City NY 11103 Phone (718) 725-2525 • Fax (716) 726-7037 E-mail: local607@aol.com

Truck Orlvers, Warehousemen, Exposition, Convention and Trade Show Employees. Breater New York Victority and Morrepolitan Area.

John "Buddy" Selflivan Anthony Starz Lu Nerrera Regiment Asguino Acgel Corbolo Gladys Nioves Marty Mayers President Socretary Freasure Vice Presiders Recording Societary Trustee Trustee Trustee $R = c^2 d - \frac{1}{2} \frac{1}{2} \frac{1}{3} \frac{1}{5}$

MEMORANDUM

- To: Health and Pension Funds
- From: John Sullyan
- Subject: KSFJ CONTRIBUTIONS supplement
- Date: December 22, 2015

Please see attached for the supplement





NEW & KARFUNKEL PC

----- Accesseys at Law ------

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David W. New Benjamin A. Karinakel "Member of MJ & NY Ban

1129 Bloomfield Ave Suite 215 West Caldwell, NJ 07006 P: 862-210.8220 F: 862-210.8361 Sender's Email: docto@scomdocwinw.com www.newtwindles/faskej.com

December 10, 2015

Buddy Sollivan Local Union 807 32-43 49th Street Long Island City, New York 11103

Re; KSFJ Group

Dear Buddy:

This letter will serve to supplement the Contract between Truck Drivers Local Union No. 807 and the KSFJ Group for the period December 1, 2015 through November 30, 2020.

The following schedule sets forth the hourly contribution rates due from a Company to the Local 807 Pension Fund for employees hired prior to December 1, 1978:

12/1/15	12/1/16	12/1/17	12/1/18	12/1/19
\$5.99	\$6.44	\$6.89	\$7.34	\$7.79

All other terms and conditions of the Agreement shall remain in full force and effect.

Please sign where indicated below.

Very truly yours,

DAVID W. NEW

DWN/guns

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Of Counsel: Herbert New* Richard D. Brows

For the Union

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International Brotherhood of Teamsters, Chauffeurs, Warehousemen Local 807, and Helpers of America

For the Company

Kamco Supply Corp.



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2014-2020

RIGGING AND MACHINERY MOVERS AND TRADE SHOW DIVISION CONTRACT

Between

TRUCK DRIVERS LOCAL UNION NO. 807

And

AGREEMENT entered into between Expo Advantage "hereinafter called the "EMPLOYER" and TRUCK DRIVERS (.OCAL UNION NO. 807, hereinafter called the "UNION" to govern all hours, wages and working conditions set forth from the 1 st day of October 2014 through the 30th day of September 2020.

SECTION 1. UNION RECOGNITION

- A. The Employer recognizes the Union as the sole and exclusive collective bargaining tepresentative of all its employees who pick up, haul, load or unload displays, freight, material(s), machinery, tools and/or equipment or assist in same, who operate (or assist to operate) the machinery, equipment, tools, and/or vehicles by which such work is performed or which is related to such work (e.g. hilo, buildozer, truck) and all other employees performing the kind of work described herein.
- B. All pick-ups, hauling, loading and/or unloading of displays, freight material(s), machinery, tools and/or equipment and the operation of all machinery, equipment, tools and/or vehicles by which such work is done or which is related to such work, and other work customarily done by the Employer's employees shall be performed only by the Employer's employees covered by this Agreement.
- C. The terms "Employee" and 'Employees" as hereinafter used are intended to refer solely to all persons within the collective bargaining unit covered by this Agreement.
- D. All men who pick up, haul, load or unioad freight, material(s), and machinery in connection with a rigging job shall be covered by this Agreement whether or not they actually handle rigging equipment. A man who drives a truck regardless of size, which is equipped with a fall, shall be classified as a Rigging Chauffeur whether or not the fall is actually used.
- F. For the purpose of this Agreement the Employer agrees to refrain from using the services of any person who does not observe the wages, hours and conditions of employment set forth in this Agreement.
- F. In all cases hired or leased equipment shall be operated by an Employee of the Employer and such Employee shall be paid pursuant to the terms of this Agreement. The Employer expressly reserves the right to control the manuer, means and details of, and by which, the operator of said hired or leased equipment performs his services as well as the ends to be accomplished.

SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniurity and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the forentan shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

<u>ATHEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.919 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the

Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevaising rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays. Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seninrity list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2016 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$1.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as preacribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Board and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all deliaquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection.

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MIEMO	Graater Nevi York Vi dahn "Budsy" Sallivan Pressant RANDUM	cinity and Molropol Anibooy Star Storelary-Treasured	ilan Area <i>Ly Henzsa</i> Vice President	Reymond Assering Recording Severary	Angel Qurbele Trusiez	Glapys Vieves Truales	Marty Meyers Truslet
To:	Health and Pensio	m Funds			1.		į
From:	Tony Storz			v	04 8	119/16	
SUBJECT: Bate:	EXPO PLUS, INC Atlanta Drive Alanta Gai 30 404 699-0650 August 19, 2016		RCH CENTE	ër,	0]19 16 Le	

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days

Employees will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the momber's name.

HEALTH AND PENSION

<u>a) health</u>

The Employer shall participate in the Local 807 Labor-Management Health Fond. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Realth Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health. Fund purposes. The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for mea on the (20) man schiority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

the rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perhour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REFLAB PLAN

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Pension increases shall be as prescribe per the pension rehab plan. The employe: adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 10.

REALTH AND PENSION

(A) REALTH

The Employer shaft participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quanerly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health f and on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days. Securdays, Sondays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours pay day for each paid day.

The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour October 1, 2015 the rate shall be \$8.19 per hour October 1, 2016 the rate shall be \$8.44 per hour October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2015 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

Health contributions are to be deposited in a separate account, not to be used for other that: Realth Pundpurposes.

(B) PENSIÓN

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by the Employee for less than sixtyfive (65) days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight films and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-live (65) or more days, including regular days, sick days. Saturdays, Sundays, and holidays (whether worked or nor), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.





The rate of contribution to the Pension Fund for men on the (20) man seniority list.

Effective October 1, 2014 the rate shall be \$9,015 per hour. Effective October 1, 2015 the rate shall be \$9,465 per hour. Effective October 1, 2016 the rate shall be \$9,915 per hour. Effective October 1, 2017 the rate shall be \$10,365 per hour. Effective October 1, 2018 the rate shall be \$10,365 per hour. Effective October 1, 2018 the rate shall be \$10,815 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be 56.95 per hour Effective October 1, 2015 the rate shall be \$7.40 per hour Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$8.75 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the sector most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHABPLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits

d. The Trustees shall establish rules, which shall include, among other thiogs, the requirements of eligibility, distribution of the Nealth and Pension Funds and the rights of employees thereinder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any pair of the Health and Pension Funds shall be binding upon the parties hereto.







e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquont payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and purice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is non paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, buth Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forth with report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers of solaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for sold quarter, at the prevailing rate.

SECTION IU

DISTRIBUTION FUND

The Employer shall participate in the Locat 807 Labor-Management Distribution Fund, effective. October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 in September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour.
Effective October 1, 2015 the sum will be \$6.00 per hour.
Effective October 1, 2016 the sum will be \$6.25 per hour.
Effective October 1, 2017 the sum will be \$6.50 per hour.
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Effective October 1, 2018 the sum will be \$6.50 per hour.
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For all overtime hours

Effective October 1, 2014 the sum will be \$14.50 per hour. Effective October 1, 2015 the sum will be \$12.00 per hour Effective October 1, 2016 the sum will be \$12.50 per hour Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour.

Each Employee will be peid their program share of the Labor-Management Distribution: Fund at the conclusion of the first payon" period us December in each contrast year.

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	Teamsters LOCAL UNION 807 Truck Drivers, Warehousemen, Exposition, Convention and T Greater New York Vicinity and Motropostan Area	3 49th Street, Long Island City, NY 11103 Phone (718) 726-2525 • Fax (718) 726-7037 E-mail: loca/il07@aol.com dTrade Show Employees		
MEMOR	John Boody Solliyan Anthony Store Lu Herrara President Secretary-Treasurer Vice Prosident ANDUM	Raymond Asgaino Recording Secretary	Angel Carbelo Gl (nuslec /	Rector 2312
To:	Health and Pension Funds			· (J4-
From:	Tony Storz		\mathcal{V}	
Subject:	Eagle Management Group - Contribution letter			
Date:	February 20, 2015			_

The above employer has signed an agreement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month and of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

AL NEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund: Contributions by the Employer shall, effective October 1, 2014 be paid as follows

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1.1

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(B) PENSION

shall, effective October 1, 2014 and to be paid as follows:

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2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) men seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 2, 2014 will be \$6.95 perhour-

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract

D. The Foreman, selected by the employer shall be the First man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list

SECTION 10.

HEALTH AND PENSION

AT HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective Octuber 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid stranght time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

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Effective Octuber 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$5.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension reliab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Pands of periodic intervals set by the Trustees.

The Trustees shall have the right to accept the Union as an Employer and to cover the Unions employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Roard of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Realth and Pension Funds shall be binding upon the parties hereio.

c. The Trustees of the Health and Pension Funds may assess penalties for any and all definquent payments

In the event the Employer defaults in payment of pension and/or health cost shuttons, or penalties and notice of such default is served upor the Employer via ordinary mail by the Administrator of the Funds, and enpices are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed cauceled withdrawn and waived by the Employer and the Union shall thereupen order and enforce a strike against the Employer in default, which shall not be considered a breach of the Funds a statement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under each, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records tolstive to such statement and to interview all Employees of the Employee. The Administrator shall forthwith report in writing the results of any inspection or interview.

4 Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minument of five hundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate is the Local 807 Labor-Management Distribution Fund, effective. October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2013 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 2, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion, of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sele duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be faid off before the employer selected foreman, and shall not be discriminated against under any circumstances. All forement shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

A. All Employees sent outside of the Metropolitan District are to be paid for traveling time, meals and hotel expenses.

	Teamsters	-,	h Street, Long Island 718) 726-2525 • Fax	•
	Truck Drivers, Warehousement, Exposition, Convertion and Greater New York Vicinity and Metropolitan Area	Trade Show Employee		aii:07@aol.com
MEMOR	John 'Boddy' Sullivan Anlhany Storz La Herrerz President Secretury-Treasurer Vide President ANDUM .	Raymand Asgaino A Recording Secretary	ngel Gwdelo Giogys Mil Trustse Trustse Race	
То:	Health and Pension Funds			04
From:	Tony Starz		V	
Subject:	Eagle Management Group - Contribution letter	r		
Date:	February 20, 2015			

The above employer has signed an agreement effective from October 1,2014 to September 30.2020.

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Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46). effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five 1. (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours,

2. Where, during any ouarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, et the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours. per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shaji be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. Octuber 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 307 Labor-Management Pension Fund. Contributions by the Employer 00466





shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for fess than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and evertime hour, up to a maximum of five handred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the provailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hoar Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as preseribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continee in full force and effect and shall not be medified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (36) days in one hundred (100) shall be placed on the senjority list as of his first day of hire. No Employee may be on more than one (1) stationity list at any one (1) time. The seniority list is frozen at twenty (26) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior than on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

<u>A) HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Realth Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-Eve (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (55) or more days, including regular days, sick days, SatUrdays, Sandays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Pund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any enterly reporting period, an Employee is path the Employer for less than sixtyfive (65) days including regular days, sick days, Sarardays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevating rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtance hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2019 the rate shall be \$10.365 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perhour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 therate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.20 per hour. Effective October 1, 2018 the rate shall be \$3.75 pm hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (26) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the tentis and condition of the Pension Rehabilitation Plan

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employee and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereander. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments.

In the event the Employer defaults in payment of pension and/or health cost sibulions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provision's for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement and to interview all Employees of the Funds and or notion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall forth with report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the provailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2019, the sum will be \$5.75 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2019, the sum will be \$5.75 per hour. Effective October 1, 2019, the sum will be \$5.75 per hour.

For all overtime hours effective October 1, 2014, the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sum will be \$14.00.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to act as Shop Steward. The Shop Steward's sule duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the En-ployees. The Shop Steward shall be last man to be laid off before the employer selected foremat, and shall not be descriminated against under any circumstances. All foremen shall report their daily labor call to the shop steward and the steward shall forward a copy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

A. All Employees sent outside of the Metropolitan District are to be paid for traveling time, meals and hotel expenses.

	Teamste LOCAL Truck Drivers, Walend Greater New York Visi		n. Convention an	Phor	-		8) 725-7037
	John Buday' Surilivan	Anthony Store Searchary-Treesure	L u Herrein Vice President	Reyntand Asquino Recording Sectorary	Angel Curbolo Trusier	Sladys Nieves Trislee Rote'd	Mady Meyers Ynisies 3 (9) 5
To:	Health and Pension	Funds			1	Ę	urj
From:	Tony Storz				\sim		
Subject:	CSI- Contribution	letter					
	40 Regency Plaza	Glen Mills, Pa	19342				
Date:	March 5 th , 2015						

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three.cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thru September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

REALTH AND PENSION

(A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund, Contributions by the Employer shall, effective October 1, 2014 he paid as follows

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fand on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee' is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 2, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rete, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man sectority list. effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 3, 2014 will be \$6.95 perhour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension reliab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

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SECTION 8.



PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall continue in full force and effect and shall not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Union and Employer recognize the principle of sectority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following: promotion, bolidays, scheduling of vacations, etc.

B. Senior Employees shall have proference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen at twenty (20) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority list) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the picket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the first day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 he paid as follows:

1 Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee's paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7,94 per hour. October 1, 2015 the rate shall be \$8,19 per hour. October 1, 2016 the rate shall be \$8,44 per hour. October 1, 2017 the rate shall be \$8,69 per hour. October 1, 2018 the rate shall be \$8,94 per hour. October 1, 2019 the rate shall be \$8,94 per hour. October 1, 2019 the rate shall be \$8,19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Salurdays, Sondays, and holidays (whether worked or not), the Employer shall contribute, at the provailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtune hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Eutployer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Pund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2019 the rate shall be \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 perhour.

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Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension reliant plan. The employer adopts the terms and condition of the Pension Reliabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

in amounts, which they, in discretion, deem, justified to offset the added cost of collection.

In the event the Employer whiles in payment of pension and/or health of pourions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the nomes and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five bundred and twenty (\$20) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period Octobe: 1, 2014 to September 30, 2020 the Employed will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour. Effective October 1, 2015 the sum will be \$6.00 per hour. Effective October 1, 2016, the sum will be \$6.25 per hour. Effective October 1, 2017, the sum will be \$6.50 per hour. Effective October 1, 2018, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour. Effective October 1, 2019, the sum will be \$6.75 per hour.

For all overtime hours effective October 1, 2014, the sam will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00. Effective October 1, 2016 the sum will be \$12.50. Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50. Effective October 1, 2019 the sur; will be \$14.00.

Each Employee will be paid their pro-rate share of the Labor-Management Distribution Fund at the conclusion of the first payroll period in December in each contract year.

SECTION 12.

STEWARDS

The Union shall appoint one Employee for each Employer to act as Ship Steward. The Ship Steward's sole duty as such shall be to make certain that the provisions of this Agreement are adhered to by the Employer and the Employees. The Shop Steward shall be last man to be laid off before the employer selected foreman, and shall not be discriminated against under any circumstances. All foremer, shall report their daily laber call to the shop steward and the steward shall forward a onpy of the calls to the union on a daily basis. However, this will not result in the creation of a new position for the Employer.

SECTION 13

TRAVELING

Collective Bargaining Agreement between

TEAMSTERS LOCAL UNION NO. 807 32-43 49TH Street Long Island City, NY 11103



DRAPERY MAINTENANCE CORPORATION 21-07 BORDEN AVENUE LONG ISLAND CITY, NEW YORK 11101

April 1, 2018 thru March 31,2023

Article 19. HEALTH and PENSION FUND

- The Employer shall participate in the Local 807 Labor-Macagement Health and Pension Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.
- A. Health Fund Increases:

Effective April 1, 2018	Health Fund shall be \$ 8.94
Effective April 1, 2019	Health Fund shall be \$ 9.19
Effective April 1, 2020	Health Fund shall be \$ 9.44
Effective April 1, 2021	Health Fend shall be \$ 9.69
Effective April 1, 2022	Health Fund shall be \$ 9.94

B. Pension Fund increases: As per the Pension Rehabilitation Plan.

Effective April 1, 2018	Pension Fund shall be \$ 10.815
Effective April 1, 2019	Pension Fund shall be \$ 11.265
Effective April 1, 2020	Pension Fund shall be \$ 11.715
Effective April 1, 2021	Pension Fond shall be \$ 12.165
Effective April 1, 2022	Pension Fund shall be \$ 12.615

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

- Contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hours per day. All contributions shall not exceed 40 hours per week.
- 3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deerned delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.
- 4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.
- The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.
- The Trustees of the Funds shall be those persons now active as Trustees, or their duly designeted successors.
- Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

- 8. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Roard of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.
- The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with, the following schedule;

one year - 2 weeks three years - 3 works fifteen years - 4 weeks tweaty years - 5 weeks thirty years - 6 weeks

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates. Mandatory and other authorized deductions such as federal withholding (ax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April 1 through March 31 of each contract year. All employees hired after September 30 of the contract year will receive 1 day vacation for each 30 days worked for the following contract year not to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for, including those allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (30) days in that contract year.

4. In any case, where any of the holideys covered in this Agreement eccur during the vacation period of any employee, said employee shall have the choice of an extra eight (8) hours vacation with pay or an additional eight (8) hours pay for such holiday.

5. The Company shall determine the vacation schedule each year and shall give preference to the senior employees. Employees who are discharged by the Company for cause and those who terminate their employment shall be paid their scored showance.

6. The vacation period will be from April 1 to March 31. The Company will post a vacation schedule by March 1 and all vacation picks roust be posted to later than March 31. All employees who fail to pick their vacation weeks by March 31 will forfeit their right to pick by senierity.

All employees may elect to take up to (2) two weeks vacation in single day increments.

 An additional hour's pay shall be given to each employee for each credited day of vacation varied, up to a maximum.

One years five hours Two years ten hours Ten years filleen hours Fifteen years twenty hours





249th Street, Long Island City, NY 11103 Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

fruck Drivers, Werehousemen, Exposition, Convention and Trade Show Employees. Graater New York Vicinity and Metropolitan Area

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John "Bvødy" Svillvan President

Anthony Store Sporstary-Treasurer La Herrers Reymond Asquino Vice President Recording Secretary Aogel Çurbala — Glady. Trustee — Tru

Gladys Hioves Marty Mayers Trustee Tuster Racid 10/28/15 (QP

MEMORANDUM

To: Realth	and Pension Funds
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From: Lu Herrera

Subject: Complete Spiral

Date: October 28, 2015

The above employer has signed an agreement effective from November 1, 2015 to October 31, 2018

The employer has agreed to make the following contributions to the Nealth Funde:

HEALTH BENEFITS

During the term of this agreement the employer shall participate in the Local 807 Labor- Management Health Fund ("Health Fund"). The benefits of that program shall be those prescribed by the Trustees of the Fund.

a) The employer shaft contribute:

11-1-2015	11-1-2016	11-1-2017
\$8.19	\$8.44	\$8.69
	PENSION BENE	TITS

The Employer shall participate in the Local 807 Labor-Management Persion Fund ("Pension Fund"). In order to provide the benefits prescribed by the Trustees of the Pension Fund, the Employer shall continue to make contributions to the Pension Fund. The Employer is currently paying the amount of \$8,8150 per hour for each covered employee. As of November 1, 2014 the Employer adopts the torms and conditions of the Pension Fund's Rehabilitation Planalong with all future schedules. The Employer agrees to pay the \$.45 per hour annual contribution increases required by the current Rehabilitation Plan for each year of this Agreement, as amended, as if said contribution schedule and provisions were set forth in this Agreement.

(a) The employer shall contribute:

11-1-2015	11-1-2016	11-1-2017	
\$9.2650	\$9.7150	\$10,1650	

(a) All of the Health and Pension Fund contributions as set forth in Sections 29 and 30, including additional contributions shall be made for all hours worked with a maximum of 40 hours in the Thursday through Wednesday week.

(b) No contribution shall be due for unused sick days for which the employee is paid a lump sum at the end of the contract year, on vacation pay where an employee works during his vacation and receives double pay for that period or for jury duty pay.

HEALTH and PENSION MISCELLANEOUS RULE

- (a) The Trustees of the Health and Pension Funds shall establish rules, which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights of beneficiaries there under. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.
- (b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in their discretion, deem, justified offsetting the added cost of collection.
- (c) In the event any employer defaults in the payment of Health and Pension Fund contributions or penalties and notice of such default is forwarded to said employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed canceled, withdrawn and waived by said employer and the Union shall thereupon order and enforce a strike against said employer in default which shell not be considered a breach of this agreement.
- (d) Each employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Funds a statement, under oath, setting forth the names and social security numbers of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or recerds relative to such statement and to interview all covered employees of the employees. The Administrator shall forth with report, in writing, the results of arty inspection or interview to the employers and the Trustees.

a) The employer shall contribute:

<u>11-1-2015</u>	<u>11-1-2016</u>	<u>11-1-2017</u>	
\$8.19	\$8.44	58.69	

SECTION 30, PENSION BENEFITS

The Employer shall participate in the Local 807 Labor-Management Pension Fund ("Pension Fund"). In order to provide the benefits prescribed by the Trustees of the Pension Fund, the Employer shall continue to make contributions to the Pension Fund. The Employer is currently paying the amount of \$8.8150 per hour for each covered employee. As of November 1, 2014 the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the \$.45 per nour annual contribution increases required by the current Rehabilitation Plan for each year of this Agreement, as amended, as if said contribution schedule and provisions were set forth in this Agreement

(a) The employer shall contribute :

<u>11-1-2015</u>	<u>11-1-2016</u>	<u>11-1-2017</u>	
\$9.2650	\$9.7150	\$10,1650	

SECTION 31 CONTRIBUTION LEMITATION

(a) All of the Health and Pension Fund contributions as set forth in Sections 29 and 30, including additional contributions shall be made for all hours worked with a maximum of 40 hours in the Thursday through Wednesday week.

(b) No contribution shall be due for unused sick days for which the employee is paid a lump sum at the end of the contract year, on vecation pay where an employee works during his vacation and receives double pay for that period or for jury duty pay.

SECTION 32 HEALTH and PENSION MISCELLANEOUS RULE

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- (a) The Trustees of the Health and Pension Funds shall establish rules, which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights of beneficiaries there under. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.
- (b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in their discretion, deem, justified offsetting the added cost of collection.
- (c) In the event any employer defaults in the payment of Health and Pension Fund contributions or penalties and notice of such default is forwarded to said employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed canceled, withdrawn and waived by said employer and the Union shall thereupon order and enforce a strike against said employer in default which shall not be considered a breach of this agreement.
- (d) Each employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Funds a statement, under oath, setting forth the names and social security numbers of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview al? covered employees of the employers. The Administrator shall forthwith report, in writing, the results of any inspection or interview to the employers and the Trustees.

SECTION 33 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slow-down or curtailment in the operation of any Employer member. The Employer agrees that it will not during the term of dus Agreement engage in a lockout.

SECTION 34 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

Collective Bargaining Agreement between

TEAMSTERS LOCAL UNION NO. 807 32-43 49[™] Street Long Island City, NY 11103



And Bronx Welding

September 1,2015 thru August 31, 2020

ARTICLE 14. ENFORCEMENT OF AGREEMENT

Both parties have the obligation to enforce all provisions of this Agreement.

The Employer agrees that all conditions of employment in his operation relating to hourly wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

ARTICLE 15. NON-DISCRIMINATION

There shall be no discrimination against any employed by either the Employer or the union in regard to hiring, tenure of employment, promotion, transfer or other conditions of employment because of race, creed, color, sex, age, religious or political affiliation.

ARTICLE 16. MANAGEMENT RIGHTS

Nothing in this Agreement is intended, nor shall it be construed, as denying or in any manner limiting the right of the Employer to control and supervise all operations and direct all working forces, including the right to select and hire, layoff or transfer employees or to control and regulate the use of all equipment and other property of the Employer, to maintain discipline among employees, and to promote efficiency in the operation provided, however, that the provisions of this Article are not used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lockouts.

ARTICLE 18. ____ BEREAVEMENT LEAVE

In the case of death in an employee's immediate family, i.e., spouse, parents, sister, brother, children, mother-in-law or father-in-law, the Employer shall grant the employee a maximum of three (3) days off, with pay, for express purposes of attending services for the deceased. An employee shall be guaranteed two (2) days off, with pay at the time of death. Death certificates or other satisfactory proof of death must be submitted to the Employer. The employee, to be eligible, must be on the seniority list for six (6) months.

ARTICLE 19. HEALTH AND PENSION FUNDS

 The Employer shall perticipate in the Local 807 Labor-Monagement Health and Pension Funds ("Funds"). To provide the benefits presented by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein. The Employer contributes to the Local 807 Labor-Management Health Fund (")Jealth Fund") currently at the rate of Seven dollars and Ninety-Four cents (\$7.94) per hour, per bargaining unit employee (whether worked or not), for every hour paid with a maximum of 40 hours per week and eight hours per day, including regelar days, Saturdays, Sundays, Vacation days, Holidays and Sick days.

A) The Employer currently contributes to the Local 807 Labor-Management Pension Fund ('Pension Fund') at the rate of Four dollars and Thirty-Pive cents (\$4.25) per hour, per bargaining unit employee, for every hour paid for, with a maximum of 40 hours per week and eight hours per day (whether worked or not), including regular days, Saturdays, Sundays, Vacation days, Holiday and Siek days.

B) For the term of this Agreement, the Employer shall pay the following hourly contribution rates to the Health Fund:

9 <u>/1/15</u>	9 <u>/1/16</u>	9 <u>/1/17</u>	9 <u>/1/18</u>	9 <u>/1/19</u>
\$8 .19	\$8,44	\$8.69	\$8.94	\$9.19

The Employer shall participate in the Local 607 Labor-Management Pension Fund ("Pension Fund"). In order to provide the benefits prescribed by the Trustees of the Pension Fund, the Employer shall continue to make contributions to the Pension Fund. The Employer is currently paying the amount of \$4.35 per hour for each covered employee. As of September 1, 2015, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the \$.45 per hour annual contribution increases required by the current Rehabilitation Plan for each year of this Agreement, as amended, as if said contribution schedule and provisions were set forth in this Agreement.

9 <u>/1/15</u>	9 <u>/1/16</u>	9 <u>/1/17</u>	9 <u>/1/1</u> 8	9 <u>/1/19</u>
\$4.80	\$5.25	\$5.70	\$6.15	\$6.60

New employees shall have Pension Fund contributions made as follows:

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First year 75% of contribution After 1 year - 18 months 80% After 18 months to end of 24 months 90% After 24 months 100%

3. All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours per day basis, forty (40) hours per week, and for all days described in Paragraph | above.

4. In the event of a definquency in payment, the Smployer agrees to abide hy all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring the payment of interest. The definquency and reasonable coursel fees and reasonable costs of collection of such definquencies and to give reasonable security in a sufficient amount, as itemanded by the Trustees, to secure payment of such definquencies.

5. The Employer boreby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trust agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

6. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

 The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated soccessors.

 Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees.

9. The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both Ecolth and Pension benefits

10. The Trostees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds.

1). The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem, justified to offset the added cost of collection.

12. Ail Employees hired between May 1, 1997 and prior to May 1, 2000 shall participate in the retirement plans provided by the Employer with a 7% contribution on gross wages as of May 1, 2000, 7% contribution for each year of this contract which shall include any applicable wage increase.

ARTICLE 20. VACATIONS

 Computation. All vacation time shall be computed from the anniversary date of the contract.

 Vacation benefits for any contract year (September 1 – August 31) shall be based upon days worked during the prior contract year. An employee shall be deemed to have worked the entire contract year once be completes 170 days of actual work.

An employee who worked less than 170 days during the prior contract year shall receive a pro-rated vacation pursuant to the following formula:

days worked
170 X full vacation benefit = promata vacation

(b) Vacation Schedule. The Employer shall, during the current contract year, grant annual vacations with pay as follows:

Teamsters			32-43 49th Street, Long Island City, NY 11503 Phone (718) 726-2525 • Fax (718) 726-7037					
LOCAL UNION 807			E-mail: local807@act.pc					
	Truck Drivers, Warehouse Greater New York Vicinity			d Trade Show Emplo	yees		•	
		Anthony Stars arctary-Treasury	L <i>u Nerrera</i> Vice President	Reymond Asquino Recording Secretary	Gladys Nievea Truslee	Marty Maye rs Truste s	Scott Brady Trustee	
MEM	ORANDUN	M				Acc'd	12/28/17	
To:	Health and Pension	Funds and Pro	ofit Sharing	baud		_ <u>(</u> 45		
From:	Lu Herrena- Vice 97	esident.						
Subject	Center Sheet Metal							
Date:	December 28, 2017							
The above Employer has signed a Collective Bargaining Agreement effective for the period								

December 1, 2017 to November 30, 2021.

HEALTH And PENSION FUND CONTRIBUTION

The Health and Pension contributions shall be increased as follows:

HEAUTH BENEFITS

During the term of this Agreement the Employer shall participate in the Local 807 Labor- Management Health Fund ("HEALTH FUND"). The benefits of that program shall be those prescribed by the Trustees of The Fund.

(a) The employer shall contribute the sum of \$8.69 as of 12/17)7 per hour for eight (8) hours per day, forty (40) hours per week. In the first year of the contract to be increased annually as per schedule in Article 31. Inclusive of holidays, sick days and vacation.

Health Fund Increases:

Effective December 1, 2017 Health Fund shall be \$ 8.69 Effective December 1, 2018 Health Fund shall be \$ 8.94 Effective December 1, 2019 Health Fund shall be \$ 9.19 Effective December 1, 2020 Health Fund shall be \$ 9.44

PENSION BENEFITS

During the term of this Agreement the Employer shall participate in the Local 807 Labor-Management Pension Fund ("PENSION FUND"). The benefits of that program shall be mose prescribed by the Trustees of The Fund,

- (a) The employer shall contribute the sum of \$(0.365 as of 12/1/17 per hour for eight (8) hours per day, forty (40) hours per week. In the first year of the contract to be increased annually as per schedule in Article 3). Inclusive of holidays, sick days and vication.
- 8. Pension Fund Increases: As per the Pension Rehabilitation Plan.

Effective December 1, 2017 Pension Fund shall be \$ 10.365 Effective December 1, 2018 Pension Fund shall be \$ 10.815 Effective December 1, 2019 Pension Fund shall be \$ 11.265 Effective December 1, 2020 Pension Fund shall be \$ 11.715

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C._____ _<u>PROFIT SHARING (ANNUITY BENEF)TS)</u> During the term of this Agreement the Employer shall participate in the Local BD7 Labor- Management Profit Sharing Fund ("ANNULTY FUND").

<u>12/1/17</u>	<u>12/</u> 1/18_	<u>12/1/)9</u>	
\$7.00 per hr.	\$7.00 per hr.	\$7.00 per lu.	\$7.00 per hr.

The Employer shall make contributions for all hours worked, eight (8) hours per day and forty (40) hours per week maximum at the straight time rate of \$7,00 per hour for the life of the contract.

There shall be no contributions made for overtime hours, sick days, holidays, and vacation days. No Profit Sharing /Annuity contributions for new hires hired after 12/1/09.

ARTICLE 26. MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the Employer's employees than those provided for by or under this Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy those better, higher and more (avorable practices, standards and/or benefits.

ARTICLE 27. HEALTH BENEFITS

Ouring the term of this Agreement the Employer shall participate in the Local 807 Labor- Management Health Fund ("HEALTH FUND"). The benefits of that program shall be those prescribed by the Trustees of The Fund.

(a) The employer shall contribute the sum of \$8.69 as of 12/1/17 per hour for eight (8) hours per day, forty (40) hours per week. In the first year of the contract to be increased ennually as per schedule in Article 31. Inclusive of holidays, sick days and vacation.

ARTICLE 28. PENSION BENEFITS

During the term of this Agreement the Employer shall participate in the Local 807 Labor-Management Pension Fund ("PENSION FUND"). The benefits of that program shall be those prescribed by the Trustees of The Fund.

(b) The employer shall contribute the sum of \$10.385 as of 12/1/17 per hour for eight (8) hours per day, forty (40) hours per week. In the first year of the contract to be increased annually as per schedulo in Article 31. Inclusive of holidays, sick days and vacation.

ARTICLE 29. INCREASES IN HEALTH AND PENSION CONTRIBUTIONS

The Health and Pension contributions shall be increased as follows:

A. Health Fund Increases:

Effective December 1, 2017 Health Fund shall be \$ 8.69 Effective December 1, 2018 Health Fund shall be \$ 8.94 Effective December 1, 2019 Health Fund shall be \$ 9.19 Effective December 1, 2020 Health Fund shall be \$ 9.44

B. Pension Fund Increases: As per the <u>Pension Rehabilitation Plan.</u>

Effective December 1, 2017 Pension Fund shall be \$ 10.385 Effective December 1, 2018 Pension Fund shall be \$ 10.815 Effective December 1, 2019 Pension Fund shall be \$ 11.265 Effective December 1, 2020 Pension Fund shall be \$ 11.715

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

> (a) The employer shall make the following contributions for all paid hours (eight (8) hours parday, forty (40) hours per week maximum).

> > . .

ARTICLE 30 PROFIT SHARING (ANNUITY BENEFITS)

During the term of this Agreement the Employer shall participate in the Local 807 Labor-Management Profit Sharing Fund ("ANNUITY FUND").

<u>12/1/17</u> \$7.00 per hr.

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<u>12/1/18</u> \$7.00 per hr. <u>12(1/19</u> \$7.00 per hr. <u>12/1/20</u> \$7.00 per hr.

The Employer shall make contributions for all hours worked, eight (8) hours per day and forty (40) hours per week maximum at the straight time rate of \$7.00 per hour for the life of the contract.

There shall no contributions made for overtime hours, sick days, holidays, and vacation days.

No Profit Sharing (Annuity contributions for new kires hired after 12/3/09.

ARTICLE 31. CONTRIBUTION LIMITATION

(a) All of the Health and Pension contributions as set forth in Sections 28, 29 and 30, including additional contributions shall be made for eight (8)hours per day and forty hours per week maximum. Inclusive of holidays, sick days and vacation.

(b) No contributions shall be due for unused sick days for which the employee is paid a lump sum at the end of the contract year, on vacation pay where an employee works during his vacation and receives double pay for that period or for jury duty pay.

ARTICLE 32.

HEALTH. PENSION AND/OR ANNUITY - MISCELLANEOUS RULES

- (a) The Trustees of the Kealth, Pension and Annuity Funds shall establish ruler, which shall include, among other things, the requirements for eligibility, distribution of Health Pension and for Annuity Fund assets and the rights of beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health, Pension and Annuity Funds.
- (b) The Trustess of the Nealth, Pansion and Annulty Funds may assess penalties for any and all delinquent payments in amounts, which they, in their discretion, deam, justified to offset the added cost of collection.
- (c) In the event any employer defaults in the payment of Health, Pension, and Annuity Fund contributions or penalties and notice of such default is forwarded to said employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed canceled, withdrawn and waived by said employer and the Union shall thereupon order and enforce a strike against said employer in default which shall not be considered a breach of this agreement.

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- (c) Second comprover show women (wenty (20) 0295 tonowing the last day of the preceding month submit to the Administrator of the Health, Pension and Annulty Funds a statement under oath, setting forth the names and social security numbers of all employees, both union and non-union, who have worked during the preceding month in any classification covered by the terms of this agreement and such
- (e) Statement shall set forth the contributions made on bohalf of such employees. The Health, Pension and Annuity Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the employers. The Administrator shall forthwith report in writing, the results of any inspection or interview to the employers and the Trustees.

ARTICLE 33. UNION DISCLAIMER

The Union agrees that it will notther sanction nor support any wildcat strike, slow- down or curtailment in the operation. The Employer agrees that it will not during the term of this Agreement engage in a lockout. The Union Business Agent and ultimately the President of the Union shall have all jurisdiction to interpret any article in this agreement as per Section 7 of the By-Laws of Teamsters Local Union No. 807.

ARTICLE 34. <u>SEVERABILITY</u>

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

ARTICLE 35. TERM OF AGREEMENT

This Agreement shall be in full force and effect from December 1, 2017 and including November 30,2021,and shall continue from year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.



	Teamst 's LOCAL UNION 807 Truck Drivers. Warshousemen, Exposition, Convention Greater New York Vicinity and Wetropolitan Area	
Memora	ohn "Əpday" Sullivan Anthony Slore Lu Herrora President Secretary-Treasurer vice President	Bayanood Angulao Angal Gubelo Gladys Nieves Marty Heyars Record og Secretary Tryklee Trostee "rustee Quart
To;	Local 807 Health and Pension Funds	
From:	John Sullivan-President	\bigtriangledown
Subject:	City Elevator	
Date:	April 7, 2016	

City Elevator has signed a Collective Bargaining Agreement on for the period of April 1, 2016 thru March 31, 2019.

ARTICLE19. HEALTH. PENSION

!

1. The Employer shall participate in the Local 807 Labor-Management Health, Pension Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the sates set forth herein

А.	Health Fund Increase	S.			
	Effective	August 1, 3	2016 Health	Fund shall be\$	8.44
	Effective	August 1,	2017 Health	Fund shall be\$	8.69
	Effective	e August 1,	2018 Health	Fund shall be \$	8.94
в	Pension Fund Increa	ses: As per Ì	enslog Fund	's Rebabilitation	a Plan
	Effective	e August 1,	2016 Pension	Fund shall beS	9.915
	Effective	August, 1,	2017 Pension	Fund shall be\$	10.365
	Effectiv	- ANKORS I.	2018 Pensior	a Fund shall bes	10.815

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. Contributions to the Health & Welfare, and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hours per day, not to exceed (40) hours per week. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds.

3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, remotive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms

6. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

7. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

8. The Trustees shall have the right to accept the Union as an Employee and to cover the Union's employees for both Health and Pension.

9. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funde. If the Trustees fail to agree on said rules and/or procedures a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be building upon the parties hereto.

The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem justified to effect the added cost of collection.

9. In the event of the failur — either party to be present at the time and p = 0 designated for the arbitration, the arbitrator shall have the right to listen to the party appearing at the time and place of arbitration and shall have the power to render a decision based on the testimony before him. The decision of the arbitrator shall be final and binding upon both parties hereto and may be entered as a final decree of judgment.

ARTICLE 14: ENFORCEMENT OF AGREEMENT

Both parties have the obligation to enforce all provisions of this Agreement.

ARTICLE15, NONDISCRIMINATION

There shall be no discrimination against any employee by either the Employer or the union in regard to hiring, tenure of employment, promotion, transfer or other conditions of employment because of race, creed, color, sex, age, religion or national origin.

ARTICLE 16. MANAGEMENT RIGHTS

The Employer retains all rights not specifically abrogated by this Agreement, including the right to control and supervise all of its operations to determine the business or businesses it will conduct, to determine the activities and functions it will conduct in pursuit of its businesses, and to direct all working forces (including the right to select hire, layoff transfer, suspend or discharge employees for cause), to control and regulate the use of all equipment and other property of the Employer, to change location or facilities, to maintain discipline among employees, to introduce new or different methods or facilities, to consolidate and/or eliminate positions to cease or suspend business activities and to otherwise promote efficiency in the operation. The provisions of this Article, however, are not to be used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lock touts

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in the immediate family of an employee who has been on the seniority list for at least six (6) months (i.e., spouse, parents, sister, brother, children, grandchildren mother-in-law or father-in-law), the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. Two (2) days shall be guaranteed regardless of day of death or day of funeral, provided the employee loses two (2) days of work opportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer.

ARTICLE 19. HEALTH, PENSION

1. The Employer shall participate in the Lucal 807 Labor-Management Health Pension Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Health Fund Increases:

	Effective August 1, 2016 Health Fund shali be \$ 8.44
	Effective August 1, 2017 Health Fund shall be \$ 8.69
	Effective August 1, 2018 Health Fund shall be \$ 8.94
в.	Pension Fund Increases: As per the Pension Rehabilitation Plan.
	Effective August 1, 2016 Pension Fund shall be S 9.915
	Effective August 1, 2017 Pension Fund shall be \$ 10,365
	Effective August 1, 2018 Peasion Fund shall be \$ 10.875

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. Contributions to the Health & Welfare, and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hour's per day, not to exceed (40) hours per week. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds.

3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

6. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

7. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

 The Trustees shall have the right to accept the Uation as an Employer and to cover the Union's employees for both Health and Pension.

9. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be hinding upon the parties hereto. 10. The Trustees of the Foods may T as liquidated damages for any and all del — sent payments in amounts, which they, in their discretion, seem justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with the following schedule:

one year - 2 weeks three years - 3 weeks fifteen years - 4 weeks twenty years - 5 weeks thinty years - 6 weeks

Employees who do not work a full week (Shape) shall follow the following schedule. Employees employed less than (new years not to exceed 2 weeks.

30 days	J day	165 days	9days
6D days	2 days	175 days	10 days
90 days	3 days	187 days	11 days
120 cays	4 days	199 Cays	12 days
125 days	5 days	211 days	13 days
135 days	6 days	223 days	14 days
145 days	7 days	235 свуз	t5days
155 days	6 days	, -	,

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates. Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April 1 through March 31 of each contract year. All employees hired after September 30 of the contract year will follow schedule above.

3. The allowed vacation shall be given an employee provided that the employee worked for the imployer for at least one, (1) month during the prior contract year. In determining vacations, all hours paid for, including those ellowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (30) days in that contract year.

4. In any case, where any of the holidays covered in this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra eight (8) hours vacation with pay or an additional eight (8) hours pay for such holiday.

5. The Company shall determine the vacation schedule each year and shall give preference to the senior employees. Employees who are discharged by the Company for cause and those who terminate their employment shall be paid their accrued allowance.

6. The vacation period will be from April 1 to March 31. The Company will post a vacation schedule by March 1 and all vacation picks must be posted no later than March 31. All employees who fail to pick their vacation weeks by March 31 will forfeit their right to pick by seniority.

. 7. All employees may elect to take up to (2) two weeks vacation in single day increments.

8. An additional hour's pay shall be given to each employee for each credited day of vacation earned, up to a maximum.

Teamster LOCAL UNION 807							
	John "Buddy" Sufficien Frescurt	Attinony Strvz Secielary-Treasurer	Lo Harrara Vice Presideni	Repmand Asquino Recording Secretary	Gladys Meves Frigbee	Mariy Meyors Trustes Rend d	Scott Brady Trusiee & Trusiee
Ta:	Local 80	7 Pension Fun	dis	. /			
From:	Lu Herre	ra-Vice Presid	ant	\mathbf{V}			
Subje	ct: Avis Ren	t A Car Systen	n LLC	Ŭ			
Date:	August 1	10, 2017				. •	

Effective April 1, 2017 thru March 31, 2019 Avis Rent A Car, has signed a Collective Bargaining Agreement. Please note the following:

Contributions to the Pension Fund

(a) The Employer shall participate in the Local 807 Labor-Management Pension Fund (Pension Fund), effective January 1, 1978. The Employer shall contribute to the Pension Fund for each Head and Regular Shuttler on the current master seniority for a maximum of forty (40) hours worked or paid for per week. The following are the contribution rates:

i 4/1/17	4/1/18
\$3.60 (.45 <u>cents)</u>	\$4.05 (.45 cents)

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ASTICLE 28



Local 807 Labor-Management Pension Fund

Section 1 Local 807 Labor-Management Pension Fund

(a) The Employer shall participate in the Local 607 Labor-Management Pension Fund.
 (Pension Fund), effective January 1, 1976. The Employer shall contribute to the Pension Fund.
 for each Head and Regular Shuttler on the current master seniority for a maximum of forty.
 (40) hours worked on paid for per week. As set forth more fully in the Memorandum of Agreement the parties entered during negotiations, the Company has agreed to acopt the Preferred Schedule of the Rehabilitation Plan and has agreed to increases to its Pension.
 Contribution Rate as follows:

<u>4/1/17</u> <u>4/1/18</u> \$3 60 (\$0 45) \$4 05 (\$0 45)

(b) Pension contributions are to be deposited in a separate account and not to be used for other than Pension Fund purposes

Section 2 General Provisions for Local 807 Labor Management Pension Fund

(a) The Employer will not make contributions to the Pension Fund for employees on personal leave of absonces.

(c) Contributions shall be made to the Trustees of the Pension Fund. The Employer shall forward his contributions to the Pension Fund at periodic intervals set by the Trustees.

(c) The Trustees shall establish rules, which shall include, among other (lungs, the requirements for eligibility, distribution of the Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Pension Fund. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Pension Fund shall be binding upon the barries hereto

(d) The Trustees of the Pension Fund may assess liquidated damages for any and all definituent payments in amounts which they, in their discretion ideal justified to offset the added cost of collection.

(e) In the event the Employer defaults in payment of pension contributions, or iquicated damages and notice of such default is served upon the Employer via ordinary mail by the Manager of the Pension Fund and oppes are sent to the Union and Pension Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled, withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall monthly submit to the Manager of the Pension Fund's statement setting forth the names and social socurity numbers. of all eligible employees who have worked in the preceding month and such statement shall set forth the contributions made on behalf of such employees. The Fension Fund Manager, on his own motion, or at the request of the Union, shall have the right to inspect the books and/or records relative to such statement and to interview all employees of the employee. The manager shall forthwith report in writing the results of any inspection or interview.

ARTICLE 29

Company's initial()) and Welfare Plan

Effective January 31, 2011 the Company's participation in the Loca 807 Labor and Management Health Fund shall dease. Effective as of February 1, 2011, full-time eligible employees and their qualified dependents may participate in the Company's Comprehensive health and welfare plans. Employees will be governed by the rules and regulations of said Plans and will make the necessary contributions as established by the Company. The Company reserves the right to modify the plans in its discretion

ARTICLE 30

401K Plan

Effective February 1 2011, Employees may voluntarily participate in the AB Car Rental Services. Inc. Voluntary Investment Plan for Bargaining Hourly Employees (401k) with no matching contribution. Employees shall be governed by the rules and regulations of said plan.

	Truck Drivers, Ware	UNIO	ion, Convintion	Phone	-		3) 726-7037
	latis "Buddy" Sullivad Frésiden:	Anthony Store Secretary-Treasurer	10 <i>flerreta</i> Vice Plesider (Aaymood Asovine Recording Scorptary	Angel Curbela Pusies	Gladys Allavas Dusise	Mariy Mayers Trusice
Memo	<u>randum</u>				1		
To:	Local 80	7 Health and Pe	nsion Funds		OK III		
Ггош.	John Su	flivan-President			مين ۽ راپر حس		
Subject	n Ben Jo I	Frucking			[b]		კვის,
Date:	July 27,	3016				Nscod	26.25

Ben Jo Trucking Co, has signed a Collective Bargaining Agreement on for the period of April 1, 2016 thru March 31, 2019

Article 15, REAUTH PENSION AND PROFIT SHARING FUND

 The Employer shall participate in the Local 807 Labor-Management Health, Pension, and Profit Sharing Fund. ("Funds"), To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

The Company will continue to contribute \$1.70 per hour for all hours worked to the Legal - 807. Profit Sharing Fund for the life of the contract.

- A. Health Fund Increases: Effective August 1, 2016 Health Fund shall be \$8,84 Effective August 1, 2017 Health Fund shall be \$8,69 Effective August 1, 2018 Health Fund shall be \$8,94
- B. Pension Sund Increases As per the Pension Rehabilitation Plan Sifective August 1.2016 Pension Fund shall be \$9.915
 Effective August 1.2017 Pension Fund shall be \$10.965
 Effective August 1.2018 Pension Fund shall be \$10.816

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The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation. Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Repabilitation. Plan as amended as if said contribution ischedule was set forth in this Agreement

2 Contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight+ (8) hours per day. All contributions shall not exceed 40 hours per week

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9 In the event of the feilure of the party to be present at the films and place designated for the arbitration, the arbitrator shall have the right to listen to the party appearing at the time and place of arbitration and shall have the power to render a decision based on the testimony before him. The decision of the arbitrator shall be final and binding upon both parties hereto and may be totered as a final decree of judgment.

ARTICLE 14 ENFORCEMENT OF AGREEMENT

Both parties have the obligation to enforce all provisions of this Agreement.

ARTICLE 15, NONDISCRIMINATION

There shall be no discrimination against any employee by either the Employer or the union in regard to nicing, terms of employment, promotica, transfer or other conditions of employment because of race, creed, rolen sex, age, religiou or national origin

ARTICLE 16. MANAGEMENT RIGHTS

The Employer reasons all rights not specifically abrogated by this Agreement, including the right to control and supervise all of its operations, to determine the business or businesses it will conduct, to determine the activities and functions it will conduct in pursuit of its businesses, and to direct all working forces (including the right to select hire, layoff, transfer, suspend or discharge employees for cause), to control and regulate the use of all equipment and other property of the Employeer, to change location or facilities, to maintain draming among employees, to introduce new or different methods or facilities, to consolidate and/or eliminate positions to cease or suspend business activities and to otherwise promote efficiency in the operation. The provisions of this Asticle, however, are not to be used by the Employer for the perpose of discriminating against the Union or any of its members.

ARTICLE 17. STREKE AND LOCK-OUT

The Union agrees that there will be no suffice, work stoppages or slowdowns and the imployer agrees that there will be no lock routs.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of deall, in the introduction family of an employee who has been on the seniority list for at least one year (i.e., spoose, parents, sister, brother, children, grandchildren, mother-in-law or father-in-law), the Employer shall grant the employee up to three (3) days off, with pay, for express purposes of attending services for the deceased. Proof of attendance shall be required for more than one (3) days off.

Article 19. HEALTH, PENSION AND PROFIL SHARING FUND

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i The Ecoployer shall participate in the Local 80? Lebow Management Health, Pension, and Profit Sharing Funds. ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth berein.

 The Company will continue to contribute \$1.70 per bour for all hours worked to the Local \$07 Profit Sharing Fund for the life of the contrast.

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Article 19, HEALTH and PENSION FUND

1. The Employer shall particip fin the Local 807 Labor-Management Heal of Pension Fund "Funds"). for provide the benefits preseribed up the Toustees of the Funds, the Employer shall periodically contribute to the Funds, at the takes set forth herein.

A. Health Fond Increases:

Effective August 1, 2016 Bealth Fund shall be \$8.44 Effective August 1, 2017 Pleakb Fund shall be \$8.69 Effective August 1, 2018 Bealth Fund shall be \$8.94

B. Pension Fund Increases As per the Pension Reliabilitation Plan Effective August 1,2016 Pension Fund shall be \$5.915 Effective August 1,2017 Pension Fund shall be \$10.365

Effective August 1,2018 Pension Fund shall be \$10.815

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedele was set forth in this Agreement.

 Contributions to the Health and Pension Funds shall be made on all hours paid, with a maximum of eight-(8) hours per day. All contributions shall not exceed 49 hours per week.

3. In the event of a definquency is psyment, the Employer agrees to abide by altitudes and regulations established by the Trustees of such Funds. In the revent of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed definquent while the matter is being considered pursuant to the grievance and arbitration provedure. If a being uncertain the payment is found to exist, the Employer shall pay the arbount due including interest, retroactive to the date of the definquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its records for the purpose of checking the accuracy of the contributions required to be made by the Fauptoyer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Faupto's number agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account, the Employee has failed to contribute.

5. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Clustees in filling out such forms.

6 The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

9 Remission reports and contributions shall be forwarded to the funds at periodic intervals set by the Trustees, but is no event more frequently than monthly.

8 The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the coministration of the Funds. If the Trustees fall to agree on said tales add/or procedures, a neutral Trustees shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

9 The Trustees of the Funds may assess liquidated damages for any and ell delinquent payments in amounts, which they, in their discretion, deem justified to offset the added cost of collection.

	Teamsters LOCAL UNION 807 Truck Drivers, Warehousemen, Exposition, Convention and Trace Sh Greater New York Vicinity and Metropolitian Area	32-43 49th Street, Long Island City, NY 1110 Phone (716) 725-2525 • Fax (718) 726-703 E-mail: loca1807@aol.com Id Trace Show Employees			
	John "Buddy" Sullivan Anthony Storz Lu Herrera Reymond Proskient Secretary-Tracturer Vice President Recording (ANDUM		Marty Mayors Scott Brady Trustee RGC'd 6/29/17		
To: From:	Health and Pension Funds Tony Storz-Sec. Treas.		العرا		
Subject:	Bestek Lighting & Staging - Contribution Letter				
Date:	Jone 27 , 2017				

The above employer has signed an agreement effective from October 1, 2014 To September 30, 2020.

Profit Sharing Fund

The Empioyer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thr.» September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Lucal No. 807 within thirty (30) days of the month and of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

A) HEAUTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-live (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall comribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five bundred (S20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-live (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fand on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than liealth. Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer

shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days. Saturdays, Sandays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly seporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7,40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her hehalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension et all times

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN.

Pension increases shall be as prescribe per the pension reliab plan. The employer adopts the terms and condition of the Pension Rohabilitation Plan.

foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PENSION

(A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employee for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sandays, and bolidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and Excludings (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for lets then sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Simployee for each paid straight three and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidzys (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list,

Effective October 1, 2014 the rate shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per frour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be \$6.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on higher helialf to the Pension Fund. There shall be twenty (20) mea in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHABPLAN

Pension increases shall be as prescribe per the pension reliab plan. The employer adopts the terms and condition of the Pension Reliabilitation Plan.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated auccessors.

6. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trastees shall have the right to accept the Union as an Employer and to cover the Union's employees for both persion and health benefits.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees theremater. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be

binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts, which they, in discretion, deem, justified to affset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and homonich, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Mahagement Health and/or Pension Funds on behalf of corporate officers or salarled employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) hours for said quarter, at the prevailing rate,

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Distribution Fund, effective October 1, 2014 and to be paid as follows:

a. For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the stan will be \$5.75 per hour.
Effective October 1, 2015 the stan will be \$6.00 per hour.
Effective October 1, 2016 the sum will be \$6.25 per hour.
Effective October 1, 2017 the sum will be \$6.50 per hour.
Effective October 1, 2018 the sum will be \$6.75 per hour.
Effective October 1, 2018 the sum will be \$6.76 per hour.
Effective October 1, 2018 the sum will be \$6.76 per hour.
Effective October 1, 2018 the sum will be \$6.76 per hour.

For all overtime hours

Effective October 1, 2014 the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00 per hour Effective October 1, 2016 the sum will be \$12.50 per hour Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour Effective October 1, 2019 the sum will be \$13.50 per hour

Each Buiployee will be paid their pro-rata share of the Labor-Management Distribution Fund at the conclusion. of the first payroll period in December in each contract year.

	Teamste.s LOCAL UNION 807	J SL 29th Street, Long IS and City N7 11103 Prione (718+176+2525 + Fax (-15, 726-2037 8 mail: local807 € ab: com (114+55) - #morsest				
Missie	ooka tõadoyi Suhivaa Arihany State Lu Herrera ANDUNI	Bajnigod A	530120	Angel Ciràcia	Gradits threas	Marly Meyers The Age
To:	Health and Pension Funds			1	. N	
From:	Tony Storz				5	
Subject;	Brad Reh, Inc.				ļC	
Date:	February 11, 2016					

The above employer has signed an agroement effective from October 1,2014 to September 30,2020.

Profit Sharing Fund

The Employee has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thro September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as holiday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the number's name.

HEALTH AND PENSION

<u>ATHEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2014 be paid as follows

1 Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and bolidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (\$20) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sandays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each pend day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.49 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes

(B) PENSION

The Employer shall participate in the Local 1079/EffectiveManageliteth Settsfor/Poind. Contributions by the Employer

shall, effective October 1, 2014 and to be paid as follows:

Where, during any quarterly reporting period, an Employee is paid by the Employer for tess then sixty-tive (65) days, including regular days, sick days, Serurdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of soid Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.365 per hour. Effective October 1, 2018

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be \$6.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour - Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C) REHAB PLAN.

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

- C. All days worked and all days (except vacation days) for which any Employer must pay an Employee shall be totaled to establish an Employee's eligibility for an earner, gation benefit. Each Employee's eligibility for an earner, and hoployee must be paid a minimum of four hundred (400) hours in the industry during the qualifying period to be eligible for a vacation benefit.
- D Work days lost through compensation claims are to be included when comparing the number of days for eligibility for a vacation benefit, provided the Employee worked four hundred (400) hours during she qualifying period.
- E. Vacation benefits for itinerant workers shall be paid on or before lune 20th of each year.

SECTION 8.

PRIOR BENEFITS - MAINTENANCE OF STANDARDS

If wages or any other term or condition of employment, in any classification, is better, higher or superior to those provided in this Agreement, then such wages, terms and conditions shall combine in full force and effect and shall, not be modified because of the terms and conditions of this Agreement.

SECTION 9.

SENIORITY CLAUSE

A. Groon and Employer recognize the principle of seniority and agree that same shall be applicable on a job classification basis including, but without limiting the generality thereof, to the following, promotion, holidays, scheduling of vacations, etc.

B. Senior Employees shall have preference to work at the job for which the pay is highest, provided such Employee is qualified for such work.

C. Any Employee working thirty (30) days in one hundred (100) shall be placed on the seniority list as of his first day of hire. No Employee may be on more than one (1) seniority list at any one (1) time. The seniority list is frozen as twenty (20) men for this contract.

D. The Foreman, selected by the employer shall be the first man assigned on each job.

E. Each employer has the right to name the first three (3) men (from the 20-man seniority sist) for each event from each day's total Teamster call.

F. If the union is involved in a picket line at a show site, the most senior man on the plaket line shall be put to work on that show for the day, for the Employer being picketed. Any days worked after the airst day, the foreman shall follow the seniority list.

SECTION 10.

HEALTH AND PERSION

(A) HEAL<u>TH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund Contributions by the Employer shall, effective October 1, 2014 be paid as follows.

Where, during any quarterly reporting period, an Employee is paid by an Employee for less than sixtyfive (65) days, including repains days, such days. Saturdays, Sundays, and **Saturdays** (whether worked or not), the Employer shall contribute a supervailing rate, to the health Fund on hes subof that Employee for each paid straight time and overtiste hour up to a maximum of five hundred twenty (520) hours.

Where, curing any quarterly reporting period, an Employee is paid by an Employee for sixty-five (65) or more days, including regular days, sick days. Saterdays, Sundays, and bolidays (whether worked or net), the 1 mployer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour October 1, 2015 the rate shall be \$8.19 per hour October 1, 2016 the rate shall be \$8.44 per hour October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2018 the rate shall be \$8.94 per hour.

(lealth contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

Les Employer shall participate in the Local 807 Labor-Management Pension Fand. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

Where, during any quarterly reporting period, an Employee is paul by the Employer for less than sixtyfive (65) days, ancluding regular days, sick days. Saturdays, Sundays, and holidays (whether worked or pot), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five burdged twenty (520) hours.

2. Where, during any quarterly reporting period, an Eurologue is paid by the Employer for sixty-five (65) or more days, including regular days, sick days. Saurdays, Sendays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Persion Fond for men on the (20) man seniority list,

Effective October 1, 2014 the rate shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour.

The rate of contribution to the Peasion Fund for all other employees.

Effective October 1, 2014 the rate shall be \$6.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. If an employee permanent, seaves the Higher Rate per hour core for seaver the teasor the senior most employee with n file per hour one shall immediately nove up into the high or rate per hour core and have that amount thereafter contributed on higher behalf in the Pensing Fund – there shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes

(C): REHAB 25 AN

Porision factoases shall be as presesible per the pension reliab plan. The employer adopts the terms and condition of the Pension Reliabilitation Plan.

(D) TRUST FUNDS:

a The Trustees of the Health and Pension Funds shall be those persons now analyze as Trustees, or sheir duly designated successors.

b Contributions shall be made to the Trastees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trastees.

2 The Trustoes soall have the right to accept the Tision as an hunployer and to over the Union's propley set for both pension and health henerity.

I for Trustees shall establish rules, which shall include, among other thouss, the requirements of eligibility, distribution of the Beath and Pension Funds and the rights of employees the conder. The Unistees shall set form the rules and provisions governing the administration of the Funds. If the Trustees during the trustees during the education of the Funds. If the Trustees during the administration of the Hoads. If the Trustees during the administration of the Hoads. If the Trustees during the optimities overling the Provisions governing the administration of the Hoads. If the Trustees during the administration of the Hoads. If the Trustees during the administration of the Hoads. If the Trustees during the administration of the Hoads of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Stands shall be binding upon the parties herein.

e The Trustees of the Health and Pension Funds may assess potalties for any and all definquent payments in amounts, which they, in discretion, deem, justified to offset the added cost of collection.

In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Eurals, and copies are sent to the Union. Pension and/or Health Trustees, and if said default is not paid workin five (5) working days after said acrice of default, then the provisions for arbitration shall be decaded conceled wolldrawn and waived by the Eurologer and the Union shall thereupon order and enforce a strike against the Europhyser in default, which shall not be considered a branch of this Agreement. The Employer shall writin twenty (20) days after each cuarter submin to the Administrator of the Funds a statement, under oath setting forth the names and social security numbers of all Employees, both Union and nonunous, who have worked in the preceding quarter or all classifications covered by this Agreement and such statement shall set out the Christians made on behalf of such Employees. The Funds' Administrator, on his own matrion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all. Employees of the Funds' Administrator expert in writing the results of any inspection or interview.

5 Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salasied employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (520) bours for said quarter, or the prevailing rate.

· • . •

10. Ure Employer shall pay Uniployees at a portai-to-portal basis as follows:

An temployee shall start to the linguitager's gatage, to which he has been termanently assigned, and his day's work shall end or said gatage. If any l'hisployee ends his day's work at any other place he shall be pare for his time and transportation expenses back to the gatage to which he has been permanently assigned.

SECTION 14.

NOTICES

A. The Employees agree to submit to the Union, on a monthly basis, an alphabetical listing of the daily employment of each limptoyee during the preceding month. A copy of that list is to be retained by the Employee as a perminent record.

B. The Employer shall notify the Union Business Representative of all Trade Shows, Conventions, Exhibition Fields, etc., in writing, at least three (b) days in advance as to the time and place thereof, when practical

SECTION 15.

RESTRICTED PAYMENT BY CHECK.

A. In the event Employees no paid by cleek the Employer shall make arrangements convenient for the Employees to eash sense without expense or loss of time to the Employees. In the event the Employer fails to make the necessary or ensemberts, the Employees shall be reinhursed by the Employee for all expenses and time incorrect in eashing or negotiating checks. All information such as: hours worked, etc., must be shown on caeek and kept (p-to-date.

B. In the event any check issued by an Employer to an Employee for expenses, wages, etc., is diskonored or payment thereos is delayed, except when some is due to bank error, all future payments (including wages, vacation pay, holiday pay, expenses, etc.) to Employees shall be by each or by:

SECTION 16.

NO SUB-CONTRACTING

The Employer shall not, without prior written consent of the Littion, cause or permit any effits work, covered by this Agreement, to be performed other than by Employees covered by this Agreement.

SECTION 17.

NO INDIVIDUAL AGREEMENTS

The Employer shad not make any individual written or verbal agreement or have any understanding with any of its Coupleyces that may conflict with this Agreement or that may very the terms of this Agreements and any such individual agreements or understanding, past or fourte, are pereity declared to be nutliand veid and of no force and officer ascept to the extent that they may constitute a prior existing benefit or standard as defined in Section 9 hereof.

32-43 49th Street, Long Island City, NY 11103

Phone (718) 726-2525 • Fax (718) 776-7037

E-mail: (ocal807@aol.com

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Teamsters L UNION 807

Truck Dovers, Warehousemen, Exposition, Convention and Trade Show Employees Greater New York Vicinity and Wetropolitan Area

John "Bushy" Sullivan President

Anihony Start Secretary Treasorer

Lu Herreta Vice President

Roymond Asyvina Recording Secretary

Annel Carbola rusies.

Gladys Mevas Merty Mayors Trustee

REED AND

MEMORANDUM

DATE: MARCH 14, 2014

To: HEALTH AND PENSION FUNDS. PROFIT SHARING FUND

FROM: TONY STOR2-BUSINESS AGENT.

SUBJECT: REGGING & MACHINERY MOVERS & TRADE SHOW DIV. CONTRACT

THE FOLLOWING COMPANY HAS CURRENTLY SIGNED UNDER THE RIGOING AND MACHINERY MOVERS AND TRADE SHOW DIVISION CONTRACT, EFFECTIVE 10-01-08 TERU 9-30-14:

Atlantic Exposition 3089 English Creek Avenue Egg Harbor Township, NJ 08234

CONTRIBUTIONS WILL BE MADE AS FOLLOWS:

1-PROFIT SHARING/ANNUITÝ:

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing/ Annuity Fund in the sum of six dollars and forty-three cents (\$6.43) per hour effective October 1,2009, six dollars and eighty eight cents (\$6.88) per hour effective October 1, 2010, seven dollars and thirty-three cents (\$7.33) per hour effective October 1, 2011, seven dollars and seventy-eight cents (\$7.78) per hour effective October 1. 2012, eight dollars and twenty-three cents (\$8.23) per hour effective October 1, 2073 for all straight time hours.

And for all double time hours twelve dollars and eight-six cents (\$12.86) per hour effective October 1,2009, thirteer, dollars and seventy-six cents (\$13.76) per hour effective October 1, 2010, fourteen dollars and sixty-six cents (\$14,66) per hour effective October 1, 2011, fifteen dollars and fifty-six cents (\$15.56) per hour effective October 1, 2012, sixteen dollars and fortysix cents (\$16.46) per hour effective October 1, 2013 for all double time overtime. The Annuity shall be paid for all hours such as holiday's sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

2-HEALTH FUND:

THE RATE OF CONTRIBUTION TO THE HEALTH FUND. EFFECTIVE OCTOBER 1, 2008, SHALL BR SIX DOLLARS AND FOR TY-FOUR CENTS (\$6,44) FER HOUR.

<u>3-PENSION:</u> The rate of contribution to the Pension Fund for men on the (20) man seniority list, effective. OCTOBER 1, 2008, SHALL BE SIX DOLLARS AND THIRTY-ONE AND ONE HALF CENTS (\$6.31.5) PER HOUR.

A. THE RATE OF CONTRIBUTION TO THE PENSION FUND FOR ALL OTHER MEN, RECECTIVE OCTOBER 1, 2008 WILL BE FOUR DOLLARS AND TWENCY-FIVE CENTS (\$4.25) PER HOUR.

B. CORES: IF AN EMPLOYEE PERMANENTLY LEAVES THE HIGHER RATE PER HOUR CORE FOR WHATEVER THE REASON THE SENIOR MOST EMPLOYEE WITHIN THE \$4,25 PER HOUR CORE SHALL IMMEDIATELY MOVE UP INTO THE VIGHER RATE PER HOUR CORE AND HAVE THAT AMOUNT THEREAFTER CONTRIBUTED ON HIS/HER BEHALF TO THE PENSION FUND. THERE SHALL BE TWENTY (20) MEN IN THE HIGHER RATE PENSION AT ALL TIMES.

ADDITIONAL CONTRIBUTIONS TO THE BEAUTH AND/OR PENSION FUNDS:

EMPLOYER'S RATE ON CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS SHALL BE INCREASED AS FOLLOWS: SEVENTY (.70c) CENTS REFECTIVE OCTOBER 1, 2009, SEVENTY (.70c) CENTS REFECTIVE OCTOBER 1, 2010 AND SEVENTY (.70c) CENTS PER HOUR EFFECTIVE OCTOBER 1,2011 AND SEVENTY (.70C) CENTS PER HOUR LEFECTIVE OCTOBER 1,2012 AND SEVENTY (.70c) CENTS PER HOUR REFECTIVE OCTOBER 1,2013.

SECTION 10. HEALTH AND PENSION

(A)HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 2008 be paid as follows:

1. Where, ducing any quarterly reporting period, an Employee is paid by an Employer for tess than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute as the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred twenty (570) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sorry-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fond, effective October 1, 2008, shall be six dollars and forty-four cents (\$6.44) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Monagement Pension Fund. Contributions by the Employer shall, effective October 1, 2008 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the provailing rate, to the Pension Fund on behalf of said Employee for each paid straight time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for skyp-five (65) to more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevoiling rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund (or men on the (20) man seniority list, effective October 1, 2008, shall be six dollars and thirty-one and one half cents (S6.31.5) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

The rate of contribution to the Pension Fund for all other men, effective October 1, 2008 will be four dollars and twenty-five cents (\$4.25) per hour.

Cores: If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the \$4.25 per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/hes behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

C. ADDITIONAL CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS:

Employer's rate of contributions to the Health and/or Pension Funds shall be increased by seventy (.70c) cents per hour effective October 1, 2009, seventy (.70c) cents per hour effective October 1, 2009, seventy (.70c) cents effective October 1, 2010 and seventy (.70c) cents per hour effective October 1, 2011 and seventy (.70c) cents per hour effective October 1, 2011 and seventy (.70c) cents per hour effective October 1, 2013.

The allocation of all additional contributions during the life of this Agreement as between the Health and/or Pension Funds shall be determined by the Union in its sole discretion prior to the respective dates thereof. The Employer shall increase its contributions to each or both of the Funds in accordance with the Union's determination.

For the period between April 1, 2008 to September 30, 2013 the Employer shall pay any additional contributions to the Health and/or Pension Funds provided in the New Jersey-New York Area General Trucking. Supplement to the National Master Freight Agreement and the Union's Rider thereto.

(D) TRUST FUNDS:

a. The Trustees of the Health and Pension Funds shall be drose persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both pension and health heaefils.

d. The Trustees shall establish rules, which shall include, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and she decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties for any and all desinquent payments in amounts, which they, in discretion, deep, justified to effect the added cost of collection.

In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Funds, and copies are sens to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provision of or arbitration shall be deemed concoled with drawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunion, whe have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set for the the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employee. The Administrator shall for the out to such statement and to interview all Employees of the Employees of the Employees. The Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employee.

f. Employer contributions to the Local 807 Labor-Manzgement Health and/or Pension Funds on behalf of corporate officers or salaried employees, performing covered employment during a quarterly reporting period, shall be for a minimum of five hundred and twenty (\$20) hours for said quarter, at the prevailing rate.

SECTION 11 DISTRIBUTION FUND

The Employer shall participate in the Local 807 Lobor-Management Distribution Firms, effective October 1, 2008 and to be paid as follows:

For the period October 1, 2008 to September 30, 2014 the Employer will contribute the (oflowing):

Four dollars and twenty five cents (\$4.25) per hour effective October 1, 2008, four dollars and fifty cents (\$4.50) per hour effective October 1, 2009, four dollars and seventy-five cents (\$4.75) per hour effective October 1, 2010, five dollars (\$5.00) per hour effective October 1, 2011, five dollars and twenty five cents (\$5.25) per hour effective October 1, 2012, five dollars and fifty cents (\$5.50) per hour effective October 1, 2013 for straight time,

Eight dollars and fifty cents (\$8.50) per hour effective October 1,2008, nine dollars (\$9.00) per hour effective October 1,2009, nine dollars and fifty cents (\$9.50) per hour effective October 1,2010, ten dollars (\$10.00) per hour effective October 1,2011, ten dollars and fifty cents (\$10.50) per hour effective October 1,2012, eleven dollars (\$11.00) per hour effective October 1,2013, for overtime (double tline).

	Teamste	ers			9th Street, Lon		
	LOCAL					25 • Fax (718) mail: local807	r
	Truck Drivers, Wareh Greator New York Vic	ousemen, Exposition whity and Metropolity	r , Convention or <u>an Area</u>	ki Trade Show Emple	iyees		-
	John "Buddy" Sullivan President	Antibon y Store Secretary-Treasuror	Lo Herreva Vice Presidens	Baymond Asquino Recording Scorelary	Gladys Mevas Trustee	Marty Meyers Trustae	Scott Buydy Trusiee
MEM	ORANDUM				10	रेड्ट थ । । ।	17/17
		-				$\Omega \mathcal{C}$	

To: Health and Pension Funds

- From: Lu Herrera- Vice President
- Subject: Accord Supply

January 17, 2017 Date:

> The above employer has signed an agreement effective from November 1,2016 through October 31, 2019.

The employer has agreed to make the following contributions to the Health Funds:

ARTICLE 51. HEALTH, PENSION AND ANNUITY

The Employer has agreed to make the following contributions to the Local \$07 Health, Pension and Annuity Funds on the Employee's behalf (eight(8) hours per day, forty (40)hours per week, (2080) two thousand eighty hours per year):

HEALTH	<u>11/1/16</u> \$8.44 per hour	<u>11/1/17</u> \$5.69 per haur	<u>\$1/{/18</u> \$8 94 per hour
PENSION:	\$6.90 per hour	\$7.35 per hour	\$7.80 per hour
ANNUITY:	\$3.50 per hour	53.70 per hour	\$3.90 per hour

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future. amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan. as amended as if said contribution schedule was set forth in this Agreement.

All new hires will become participants in the Local 807 Pension Fund only.

The Employer's rate of contributions to the Health and or Pension Funds shall be increased effective 1. 11/1/16,

, 2. The allocation of said additional contributions effective and as between the Health and Pension Funds. shall be determined by the Union in its sole discretion prior to the respective dates thereof. The Employer shall increase its contributions to each or both of the funds in accordance with the Union's determination.

Э. The Truslees of the Health, Pension and Annuity Funds shall be those person now active as Trustees, or duly designated successors.

4 Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions. to the Funds at periodic intervals set by the Trustees.

5. The Trustees of the Realth, Pension and Annuity Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health, Pension and Annuity Funds and the rights of Employees thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health, Pension and Annuity Funds,

The Trustees of the Health, Pension and Annulty Funds may assess penalties (or any and all δ.

7. In the event the Employer defaults in payment of Health, Pension, and Annuity contributions and notice of such default is served upon the Employer, via ordinery mail by the Administrators of the Funds, and copies are sent to the Union and Trustees, and if said default is not peid within five (5) working days after said notice of default, then the provision for arbitration shall be deemed canceled, withdrawn and walved by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrators of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and non-union, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds Administrators, on their own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrators shall forthwith report in writing the results of any inspection or interview.

Declaration or Memorial Day Christmas Day Independence Day Labor Day

2. Any Employee covered by this Agreement with one (1) year or more seniority who was not ordered for work on a holiday shall nevertheless be guaranteed the above holidays provided such Employee makes himself available for work on the scheduled work day before and the scheduled work day following the holiday.

Any Employee covered by this Agreement with less than one (1) year seniority who works three (3) days in any calendar week during which one of the above listed holidays occur, but who was not ordered to work on the holiday shall nevertheless receive one (1) day's pay for the holiday.

These provisions shall also apply if a holiday falls on a Saturday. If during any holiday week an Employee is unable to work a day because of federal or state regulations, he shall be credited with one (1) full day.

All provisions of Article 20 of this Agreement with respect to holiday pay shall apply to work performed on any of the recognized holidays.

ARTICLE 51. HEALTH, PENSION AND ANNUITY

The Employer has agreed to make the following contributions to the Local 807 Health; Pension and Annuity Funds on the Employee's behalf (eight(8) hours per day, forty (40)hours per week, (2080) two thousand eighty hours per year):

HEALTH:	<u>.11/1/16</u> \$8.44 per hour	<u>†1/1/17</u> \$8,69 per hour	<u>11/1/18</u> \$8.94 per hour
PENSION:	\$6.90 per hour	\$7.35 per hour	\$7,80 per hour
ANNUITY:	\$3.50 per hour	\$3.70 per hour	\$3,90 per hour

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

All new hires will become participants in the Local 807 Pension Fund only.

1. The Employer's rate of contributions to the Health and or Pension Funds shall be increased effective 11/1/16.

2. The allocation of said additional contributions effective and as between the Health and Pension Funds shall be determined by the Union in its sole discretion prior to the respective dates thereof. The Employer shall increase its contributions to each or both of the funds in accordance with the Union's determination. The Trustees of the Health, Pension and Annuity Funds shall be those person now active as Trustees, or duly designated successors.

4. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

5. The Trustees of the Health, Pension and Annuity Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health, Pension and Annuity Funds and the rights of Employees thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health, Pension and Annuity Funds.

6. The Trustees of the Health, Pension and Annulty Funds may assess penalties for any and all delinquent payments in an amount which they, in their discretion, deem justified to offset the added cost of collection.

7. In the event the Employer defaults in payment of Health, Pansion, and Annuity contributions and notice of such default is served upon the Employer, via ordinary mail by the Administrators of the Funds, and copies are sent to the Union and Trustees, and if said default is not paid within five (5) working days after said notice of default, then the provision for arbitration shall be deemed canceled, withdrawn and waived by the Employer and the Union shall thereupon order and enforce a strike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twenty (20) days after each quarter submit to the Administrators of the Funds a statement. under oath, setting forth the names and social security numbers of all Employees, both Union and non-union, who have worked in the preceding guarter in all classifications. covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds Administrators, on their own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrators shall forthwith report in writing the results of any inspection or interview.

ARTICLE 52. WAGES

A. Schedule of wages (for employees with six (6) months or more of continuous service.)

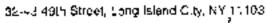
Wage Increases: \$1,00 for each year of the contract as follows;

	Effective Date	Hourly Rate	
DRIVERS:	11-1-16	\$23.85	
	11-1-17	\$24.85	
	11-1-18	\$25.85	•

B. The Employer shall have the right to give such additional wage increases and/or bonuses for merit to such employee (s) as in its sole judgment and discretion it deems warranted. Nothing contained herein shall be deemed to require the granting of any such merit wage increase and/or bonus. No such increase granted or not granted under the terms of this Section shall be subject to the grievance and/or arbitration procedures of this



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E-mail: local807@ao..com



Truck Drivers, Warshousemen, Exposition, Convention and Trade Show Employees Greater New York Vicin'ty and Metropolitan Area

DCAL UNION 807

John "Sugdy" Sollivan President

Attikany Store Sec-etage Troascree

Lu Harrara Vice President

Reported Acquire Recording Secretary Angel Curbelle Marty Hayers Sindys Klavss fusie. True test

MEMORANDUM

To: Health and Penaton Funds

John Sullivan A. S. (MARCENCE) From:

Air Louver and Damper Subject:

Datel **December 17, 2019**

The above employer has signed an agreement effective from December 4, 2015 to November 30,2020.

PENSION FUND:

The Company adopts the terms and conditions of the Ponsion Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1" of each Contract Year.

12/1/15 4.84	12-1-18 529	12.1.17	42/1/18 6,19	12/1/19 6.64
HEALTH	FUND:			
12/1/15 8.19	12/1/18	121/17	12/1/18 1	ยู่ขับปร
0.19	•••••	0.083.200		

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph

32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week,

(b) No contributions shall be due for any of the following:

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 Unused sick days for which the employee receives pay pursuant to Section 12 above;

2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11 (b)(vill);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in amounts which they, in their discrotion, deem justified to offset the added cost of collection.

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was malled, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fund a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the

Contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview To the Employer and the Trustees. SECTION 34

.

(a) THE UNION SHALL SERVE A COPY OF IT'S REQUEST FOR ARBITRATION UPON THE EMPLOYER AND IT'S COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE UNION'S RECEIPT OF THE COMPANY'S NOTICE OF DISCIPLINARY ACTION.

SECTION 28 JURY DUTY PAY

Each employee shall receive \$60 per day for each day served on jury duty with a maximum of ten (10) days benefit during the life of this contract.

To receive this benefit the employee must:

- (a) Notify the Employer at least one (1) week in advance that he or she is subject to call for jury duty.
- (5) Notify the Employer on each morning he or she actually serves on jury duty and,
- (c) Provide actual proof of service on a jury.

SECTION 29 SEVERANCE PAY

In the event an employer ceases operating or moves its operations more than fifty (50) nt(les from its previous location and an employee is not given the opportunity to follow the job, the Employer shall pay one (1) day's wages for each full year of service.

SECTION 33 MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions which are better, higher or more favorable to the employer's employees than those provided for by or under the Agreement shall be maintained and the Employer agrees that its employees shall continue to enjoy these better, higher and more favorable practices, standards and/or benefits.

SECTION 31 PENSION AND REALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") and the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of those plans shall be those prescribed by the Trustees of the respective Fund.

 (a) The Employer shall contribute to the respective benefit funds according to the following schedules: ÷

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 1st of each Contract Year.

<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>i 2/1/18</u>	<u>12/1/19</u>
4.84	5.29	5.74	6.19	6.64
HEALTH F	UND:			
<u>12/1/15</u>	<u>12/1/16</u>	<u>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
8.19	8.44	8.69	8.94	9.19

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sanday week.

(b) No contributions shall be due for any of the following:

 Unused sick days for which the employee receives pay pursuant to Section 12 above;

 Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 11(a)(viii);

Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health and Pension Funds.

(b) The Trustees of the Health and Pension Funds may assess penaities for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection. (c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mell by the Administrator of the Funds and, if said default is not paid within ten (10) working days after said notice of default was meiled, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

(d) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health and Pension Fond a statement, under oath, setting forth the names and social security number of all employees, both Union and non-Union, who have worked during the preceding month in any classification covered by the terms of this agreement and such statement shall set forth the contributions made on behalf of such employees. The Health and Pension Funds Administrator, on his own motion, shall have the right to inspect the books and/or records relative to such statement and to interview all covered employees of the Employers. The administrator shall forthwith report, in writing, the results of any inspection or interview to the Employer and the Trustees.

SECTION 34 NON DISCRIMINATION

All employees covered by this agreement shall be treated equally and without discrimination as to race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation or affectional preference in all employment decisions, including, but not limited to hiring, compensation, training, promotion, demotion, transfer, layoff and termination, and all other terms and conditions of employment.

SECTION 35 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, slowdown or curtailment in the operation of the Employer. The Employer agrees that it will not during the term of the Agreement engage in a lockout.

SECTION 36 SEVERABILITY

In the event any court shall hold any portion of this agreement to be in violation of either federal or state law, then the clause shall be deemed struck from this agreement and the balance of the agreement shall remain in full force and effect.

SECTION 37 CDL LICENSES.

Any employee hired after December 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.



LOCAL UNION 807

32-43 49b Street, Long Island City, NY 11103

Phone 8) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

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Stallings Anthony Stars at Secretary-Dessurer In Neurope Reymond Associate Vice President Recording Secretary Angel Curbelo – Slodys Marep Trustee – Trustee

Marty Mayors Trustee TO:STOP Rest A ISH 115

Memorandum

To: Health Pension, and Profit Sharing Funds

From: Tony Storz

Subject: Aluma Systems Concrete Construction

1800 Lower Road Linden NJ 07036

Date: October 17, 2016

1 The Simployer shall perticipate in the Cocal@07 Labor-Management Health. Cension Func ("Funds"). To provide the benefits prescribes by the Trustees of the Funds the Employer shall periodically contribute. To the Funds at the rates set forth inerein.

- A. Health Fund Controlutions
 Effective April 1, 2016 Health Fund shall be \$8.44 hour
 Effective April 1, 2017 Yealth Fund shall be \$8.69 hour
 Effective April 1, 2018 Health Fund shall be \$8.94 hour
- Persion Fund Contributions: As per the Persion Rehabilitation. Plan, Effective April 1, 2016 Pension Fund shall be \$2.7" Natur Enfective April 1, 2017 Pension Fund shall be \$10.18h@ur Sffective April 1, 2018 Pension Fund shall be \$10.61/nour

The Employer acopic the terms and conditions of the Ponsion Funds Rehabilitation. Plan along with figure amenomenis. The Etiployer agree to pay the ennual contribution increases required by the Religibilitation. Plan as amended as it said contribution, schedue, was set forth. In this Agreement. See B above

- All contributions to the Health and Person Functs shall be made on a Maximum of eight (8) how/e per day. All contributions shall not exceed formy (40) hours per weak.
- 3 In the event of a definitionary is payment, the Employer agroes to obte by of rules and regulations established by the Trusteep of such Funds. In the event of deputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shell not be deemed definition while the matter is being considered porevent to the grievance and arbitration procedure. If a definitivency in the payment 3 found to exist, the Employer shall pay the amount due, including interest, retractive to the definitionary.

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- The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payrol reports for the purpose of checking the applyacy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions providen for herein within the time required by the Funds' trusts agreement, and the rules and applications of each of the Funds, then the Trustees may called out the benefits coverage for auch becaution until simployee on wapse account the Employer resided to contribute.
- 5 The Employer must use the combinance forms required by the Trustees of each Fund and compty with said instructions, of the Trustees in Sting but such forms.
- The Frusteens of the Funds shall be these persons now active as Trustees, or their duty designated successors.
- 7 Remittance reports and controls shall be towarded to the Funds all periodic intervals set by the Trustees, but in nu events many frequently their monthly.
- 8 The Trustees shall have the right to accept the Union as an Employee and to cover the Union's employees, for addr. Xeally, and Persion.
- 9. The Trustee shall establish rules, which effet indicate, emong other things, the requirements for englishing and distribution of the asset. The Trustee shall also sel forth the rules and procedure, governing the distribution of the Funds. If the Trustees tall to agree on sald rules and procedures, a neutral Trustee shall be added to the Board of Trustees and the decelory of an empirical of the States with respect to the whole or any part of the Neutrin and Pension Funds shall be binding upon the parties hereits.
- 10 The Trustees of the Funds may assess touclaged demages for any and at computing payments in annumbs, which they, in their discretion, deem justified to offset the added cost of callection.
- 11. The Employer shall participate in the Local 807 Labor Management Profit Sharing Fund. The Employer shall penodically contribute to the Profit Sharing Fund at the rate of \$0.625 per tour up to 8 hours a day for a maximum of 40 hours per week for employees hired before July 1 1997. The Employer will not contribute to the Profit Sharing Fund for any employee hired on or after July 1, 1997 and such employees will not participate in the Profit Sharing Fund.

- 9. In the event of the failure of either party to be present at the time and place designated for the arbitration, the arbitration shall have the right to estevil to the party appearing at the nime and place of arbitration and shall have the power to render a decision based on the testimony before him. The decision of the arbitrator shall be final and binding upon both parties hereto and may be entered as a final decree of judgment.
- 10. Both parties agree to split the cost of arbitration

ARTICLE 15. ENFORCEMENT OF AGREEMENT

Both parties have the obligation to enforce all provisions of this agreement.

ABTICLE 16. NONDISCRIMINATION

There shall be no discrimination against any employee by either the Employer or the Union in regard to hiring, fenute of employment, promotion, transfer or other conditions of employment because of race, creed, color, sex, age, sexual preference, religion or national origin.

ARTICLE 17. MANAGEMENT RIGHTS

The Employer retains all rights not specifically abrogated by this Agreement, including the right to control and supervise all of its operations, to determine the business or businesses it will conduct, to determine the activities and functions. I will conduct in dursuit of its businesses, and to direct all working forces (including the right to select, intrestayoff, transfer, suspend or discharge employees for cause), to control and regulate (ne use of all equipment, and other property of the Employeer, to change location or facilities, to maintain discipline among employees, to introduce new or different methods or facilities, to consolidate and/or eliminate positions to cease or suspend basiness activities and to otherwise organize efficiency in the operation, and to subcontract particular aspects or components of the work to an outside subcontractor or to a contractor who performs duties for the Employer as the peeds arise. The Employer shall have the ability to subcontract local trucking as ong as all active drivers and union drivers are used for trenting that the Driver would internally perform (delivery or pick up) on a dary basis in and out of the 1800 Lower Road Linden, NI 07036 location. The provisions of this Article, however, are not to be used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 18. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slow/Jowns and the Employer agrees that there will be no lock dats

ARTICLE 19. BERGAVEMENT LEAVE

In the case of death in the immediate family of an employee who has been on the seniority list for at loost six (0) months (i.e. spouse, parents, sister, brokher, children, grandcalldren, mother-in-law, or father-in-law). The Employer shall grant employees up to four (4) days off, with pay, for express purposes of attending services for the decoased. Two (2) days shall be guaranteed regardless of day of death or day of funeral, provided the employee loses two (2) days of work opportunity. Death certificates or other at satisfactory proof of death must be submitted to the Employer. Probationary employees are not entitled to be eavement leave

ARTICLE 20. HEALTH - PENSION

- The Employer shall participate in the Loca' 807 Jabor-Management Mealth. Pension Fund ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall period cally contribute to the Funds at the rates set (orth herein.
 - A. I clealth Fund Contributions:

 Effective April 1, 2016 health Fund shall be 58-44 hour offective April 1, 2017 Health Fund shall be \$8.69 hour Effective April 1, 2018 Health Aunit shall be \$8.94 hour

S Penyion Fund Contributions As per the Pension Rehabilitation Flam Effective April 1, 2015 Pension Fund shall be \$9.71/hour Effective April 1, 2017 Pension Fund shall be \$10.16/hour Effective April 1, 2018 Pension Fund shall be \$10.81/hour

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Employer agrees to pay the annual contribution increases required by the Achabilitation **F** an as amended as 'Fsaid contribution schedule was set forth in this Agreement. See 18 above.

- All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) nours per day. All contributions shall not exceed forty (40) hours per week.
- 3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of duputes or questions of interpretation conterning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the cellinquency.
- 4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made ov the Employer to the Funds. If the Employer fails to make the contributions provided for iverally within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds', then the Trustees may cancel out the behaviors coverage for such bargaining unit employed on whose account the Employer has failed to contribute.
- The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in Ding out such forms.
- The Trustees of the Funds shall be those persons now active as Trustees, or their duty designated successors
- Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustaes, but in no event more frequently than monthly.
- The Trustees shall have the right to accept the Union as an Employee and to cover the Union's employees. For both Figs/th and Pension
- 3. The Trustee shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the asset. The Trustee shall also set forth the rules and procedure governing the distribution of the Punds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the realth and Penalch Funds shall be binding upon the parties hereto.
- The Trustees of the Funds may assess "iquidated damages for any and all delinquent payments in emplants, which they, in their discretion, deem justified to offset the added cost of collection.
- 11. The Employer shall participate in the Local 807 Labor Management Profil Sharing Fund. The Employer shall periodically contribute to the Profit Sharing Fund at the rate of \$0.625 per hour up to 8 hours a day for a maximum of 40 hours per week for employees hired before July 1, 1997. The Employer will not contribute to the Profit Sharing Fund for any employee hired on or after July 1, 1997 and such employees will not participate in the Profit Sharing Fund.

	Teamster LOCAL UNION Truck Drivers, Warehousemen, Exposition Greeler New York Vicinity and Metropolita	, Convention and	Phon			8) 72 6-7637
MEMOR	Auto "Buddy" Sollivan Anthony Starz Presider: Satralary-Traasuret ANDUM	<i>Lo Herrora</i> Vite Presidant	Raymond Asquino Recording Scoretary	Angel Curbela Trustice	Bledys fileves Trustee	Marty ideyers Trustae
To:	Health and Pension Funds				olin C	15
From:	Tony Storz				Ć	: V-
Subject:	Aces (American Convention Exhib	itar Service)	- Contribution)	letter	-	ĩC
Date:	September 2, 2015					

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all straight hours effective October 1, 2014 thru September 30, 2020.

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), effective October 1, 2014 thro September 30,2020 for all double time overtime. The Profit Sharing shall be paid for all hours such as boliday's, sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

HEALTH AND PENSION

A) <u>HEALTH</u>

The Employer shall participate in the Local 807 Labor-Management Health Fund-Contributions by the Employer shall, effective October 1, 2014 be paid as follows

Where, during any quarterly reporting period, an Employee is paid by an Employee for less than sixty-five (65) days, including regular days, sick days, Satardays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each paid straight time and overtime hour up to a maximum of five hundred oventy (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund, effective October 1, 2014, shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be

\$9.19 per hour. Health contributions are to be deposited in a separate account, not to be used for other than Health Fund purposes

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Peasion Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixty-five (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pensior Fund on behalf of said Employee for each paid strength time and overtime hour, up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) hours per day for each pay day.

The rate of contribution to the Pension Fund for itten on the (20) man seniority list, effective October 1, 2014, shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 1, 2018 the rate shall be \$10.815 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour.

The rate of contribution to the Pension Fund for all other employees, effective October 1, 2014 will be 56.95 per hour.

Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour.

Effective October 1, 2017 the rate shall be \$8.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shell immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/her behalf to the Pension Fund. There shall be twenty (20) men in the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fund purposes.

(C.) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pension Rehabilitation Plan.

SECTION 10.

HEALTH AND PENSION

(A) HEALTH

The Employes shall participate in the Local 857 Labor-Management Health Fund Contributions by the Employer shall, effective October 1, 2014 be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by an Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute at the prevailing rate, to the health Fund on behalf of that Employee for each poid straight time and overtime hout up to a maximum of five hundred twenty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by an Employer for sixty-five (55) or more days, including regular days, sick days, Saturdays, Sundays, and Itolidays (whether worked or not), the Employee shall contribute, at the prevailing rate, to the Health Fund on behalf of said Employee for eight (8) hours per day for each paid day.

The rate of contribution to the Health Fund effective.

October 1, 2014 the rate shall be \$7.94 per hour. October 1, 2015 the rate shall be \$8.19 per hour. October 1, 2016 the rate shall be \$8.44 per hour. October 1, 2017 the rate shall be \$8.69 per hour. October 1, 2018 the rate shall be \$8.94 per hour. October 1, 2019 the rate shall be \$9.19 per hour.

Health contributions are to be deposited in a separate account, not to be used for other than Health Fundpurposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer shall, effective October 1, 2014 and to be paid as follows:

1. Where, during any quarterly reporting period, an Employee is paid by the Employer for less than sixtyfive (65) days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for each gaid straight time and overtime hour, up to a maximum of five hundred tweaty (520) hours.

2. Where, during any quarterly reporting period, an Employee is paid by the Employer for sixty-five (65) or more days, including regular days, sick days, Saturdays, Sundays, and holidays (whether worked or not), the Employer shall contribute, at the prevailing rate, to the Pension Fund on behalf of said Employee for eight (8) knows per day for each pay day.

The rate of contribution to the Pension Fund for men on the (20) man seniority list,

Effective October 1, 2014 the rate shall be \$9.015 per hour. Effective October 1, 2015 the rate shall be \$9.465 per hour. Effective October 1, 2016 the rate shall be \$9.915 per hour. Effective October 1, 2017 the rate shall be \$10.365 per hour. Effective October 3, 2018 the rate shall be \$10.815 per hour. Effective October 3, 2018 the rate shall be \$10.815 per hour. Effective October 4, 2019 the rate shall be \$11.265 per hour.

The rate of contribution to the Pension Fund for all other employees,

Effective October 1, 2014 the rate shall be \$6.95 per hour. Effective October 1, 2015 the rate shall be \$7.40 per hour. Effective October 1, 2016 the rate shall be \$7.85 per hour. Effective October 1, 2017 the rate shall be \$6.30 per hour. Effective October 1, 2018 the rate shall be \$8.75 per hour. Effective October 1, 2019 the rate shall be \$9.20 per hour.

If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the per hour core shall immediately move op into the higher rate per hour core and have that amount thereafter contributed on his/fuer behalf to the Pension Fund. There shall be twenty (20) men hi the higher rate pension at all times.

Pension contributions are to be deposited in a separate account, not to be used for other than Pension Fundpurposes.

(C) REHAB PLAN

Pension increases shall be as prescribe per the pension rehab plan. The employer adopts the terms and condition of the Pression Rehabilitation Plan.

(D) TRUST FUNUS:

a. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.

b. Contributions shall be made to the Trustees of the Funds. The Employer shall forward his contributions to the Funds at periodic intervals set by the Trustees.

c The Trustees shall have the right to accept the Union as an Employee and to cover the Union's employees for both pension and health benefits.

d. The Trustees shall establish rules, which shall factude, among other things, the requirements of eligibility, distribution of the Health and Pension Funds and the rights of employees thereunder. The Trustees shall set forth the rules and provisions governing the administration of the Funds. If the Trustees do not agree on rules covering the foregoing, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto. c. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in ancounts, which they, in discretion, deem, justified to affset the added cost of collection. In the event the Employer defaults in payment of pension and/or health contributions, or penalties and notice of such default is served upon the Employer via ordinary mail by the Administrator of the Fonds, and copies are sent to the Union, Pension and/or Health Trustees, and it said default is not paid within five (5) working days after said potice of default, then the provisions for arbitration shall be deemed canceled withdrawn and waived by the Employer and the Union shall thereupon order and cuforce a Sirike against the Employer in default, which shall not be considered a breach of this Agreement. The Employer shall within twerty (20) days after each quarter submit to the Administrator of the Funds a statement, under oath, setting forth the names and social security numbers of all Employees, both Union and nonunion, who have worked in the preceding quarter in all classifications covered by this Agreement and such statement shall set forth the contributions made on behalf of such Employees. The Funds' Administrator, on his own motion, or at the request of the Union shall have the right to inspect the books and/or records relative to such statement and to interview all Employees of the Employer. The Administrator shall forthwith report in writing the results of any inspection or interview.

f. Employer contributions to the Local 807 Labor-Management Health and/or Pension Funds on behalf of corporate officers or salaried employees, parforming covered employment during a guarterly reparing period, shall be for a minimum of five bundred and twenty (520) hours for said quarter, at the prevailing rate.

SECTION 11

DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor-Management Ulstribution Fund, effective October 1, 2014 and to be paid as follows:

 For the period October 1, 2014 to September 30, 2020 the Employer will contribute the following: Effective October 1, 2014 the sum will be \$5.75 per hour.
 Effective October 1, 2015 the sum will be \$6.00 per hour.
 Effective October 1, 2016 the sum will be \$6.25 per hour.
 Effective October 1, 2017 the sum will be \$6.50 per hour.
 Effective October 1, 2018 the sum will be \$6.75 per hour.
 Effective October 1, 2018 the sum will be \$6.75 per hour.
 Effective October 1, 2018 the sum will be \$6.75 per hour.
 Effective October 1, 2019 the sum will be \$7.00 per hour.

For all overtime hours

Effective October 1, 2014 the sum will be \$11.50 per hour. Effective October 1, 2015 the sum will be \$12.00 per hour Effective October 1, 2016 the sum will be \$12.50 per hour Effective October 1, 2017 the sum will be \$13.00 per hour. Effective October 1, 2018 the sum will be \$13.50 per hour Effective October 1, 2018 the sum will be \$13.50 per hour

Each Employee will be paid their pro-rata share of the Labor-Management Distribution Fund at the conclusion of the first gayroll period in December in each contract year.



Teamsters LOCAL UNION 807

32-43 49th Street, Long Island City, NY 11103 Phone (718) 726-2525 · Fax (718) 726-7037

E-mail: local807@aol.com

Truck Drivers, Warehouseman, Exposition, Convention and Trade Show Employees Gregier New York Vicinity and Metropolitan Area

Wiles liefs President

John Suddy Sullivas

Societary-Trassurer

Tony Storr Kenin Saudie Vice President Recording Secretary

Angel Curbelo Trustee

LU HOTOTA Trustae

Sorte Maidaraid Trustee

MEMORANDUM

DATE: OCTOBER 1, 2009

TO: HEALTH AND PENSION FUNDS PROFIT SHARING FUND

FROM: TONY STORZ-BUSINESS AGENT

SUBJECT: RIGGING & MACHINERY MOVERS & TRADE SHOW DIV. CONTRACT

THE FOLLOWING COMPANY HAS CURRENTLY SIGNED UNDER THE RIGGING AND MACHINERY MOVERS AND TRADE SHOW DIVISION CONTRACT, EFFECTIVE 10-1-2008 THRU 9-30-14:

The Art Fair Company 1555 Paim Beach Lakes Blvd., Suite 200 West palm Beach, Florida 33401 Phone: 269-449-0751

CONTRIBUTIONS WILL BE MADE AS FOLLOWS:

1-PROFIT SHARING/ANNUITY:

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing/ Annuity Fund in the sum of five dollars and ninety-eight cents (\$5.98) per hour effective October 1, 2008, six dollars and forty-three cents (\$6.43) per hour effective October 1, 2009, six dollars and eighty-eight cents (\$6.88) per hour effective October 1, 2010, seven dollars and thirty-three cents (\$7.33) per hour effective October 1, 2011, seven dollars and seventy-eight cents (\$7.78) per hour effective October 1, 2012, eight dollars and twenty-three cents (\$8.23) per hour effective October 1, 2013 for all straight time hours.

And for all double time hours cleven dollars and ninety-six cents (\$11.96) per hour effective October 1, 2008, twelve dollars and eight-six cents (\$12.86) per hour effective October I, 2009," thirteen dollars and seventy-six cepts (\$13.76) per hour effective October 1, 2010, fourteen dollars and sixty-six cents (\$14.66) per hour effective October 1, 2011, fifteen dollars and fiftysix cents (\$15.56) per hour effective October 1, 2012, sixteen dollars and forty-six cents (\$16,46) per hour effective October 1, 2013 for all double time overtime. The Annuity shall be paid for all hours such as holiday's sick days and all other paid days.

Employers will provide individual written notice to all employees of Teamster Local No. 807 within thirty (30) days of the month end of all annuity payments made by the Employer in the member's name.

<u>2. Health Fund:</u> The rate of contribution to the Health Fund, effective October 1, 2008, shall be six dollars and FORTY-FOUR CENTS (\$6.44) JER MOUR.

3-PENSION: THE RATE OF CONTRIBUTION TO THE PENSION FUND FOR MEN ON THE (20) MAN SEMIORITY LIST, EFFECTIVE THE RATE OF CONTRIBUTION TO THE PENSION FUND FOR MEN ON THE (20) MAN SEMIORITY LIST, EFFECTIVE OCTOBER 1, 2008, SHALL BE SIX DOLLARS AND THIRTY-ONE AND ONE HALF CENTS (\$6.31.5) PER HOUR.

A. THE RATE OF CONTRIBUTION TO THE PENSION FUND FOR ALL OTHER MEN, EFFECTIVE OCTOBER 1, 2008 WILL BE FOUR DOLLARS AND TWENTY-FIVE CENTS (\$4.25) PER HOUR.

B. CORES: IF AN EMPLOYEE PERMANENTLY LEAVES THE HIGHER RATE PER HOUR CORE FOR WHATEVER THE REASON THE SENIOR MOST EMPLOYEE WITHIN THE \$4.25 PER HOUR CORE SHALL IMMEDIATELY MOVE UP INTO THE FIGHER RATE PER HOUR CORE AND HAVE THAT AMOUNT THEREAFTER CONTRIBUTED ON HIS/HER BEHALF TO THE PENSION FUND. THERE SHALL BE TWENTY (20) MEN IN THE HIGHER RATE PENSION AT ALL TIMES.

ADDITIONAL CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS; EMPLOYER'S RATE ON CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS SHALL BE INCREASED AS FOLLOWS:

EMPLOYER'S RATE OF CONTRIBUTIONS TO THE HEALTH AND/OR PENSION FUNDS SHALL BE INCREASED BY SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1, 2008 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1, 2009, SEVENTY (.70C) CENTS EFFECTIVE OCTOBER 1, 2010 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1,2011 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1,2012 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1,2013.

SECTION 10. HEALTH AND PENSION

(G)NRALTH

The Ecoployer deal' participate in the Local 207 Lebor-Management Health Fund, Contributions by the Employer thall, effective Constant, 2009 he paid as inflows:

1. Where, Annug any quarterly reporting period, An Biaptoyee Japaid by an Englisher feelless data analytikat (65) days, including tegalar days, slat sings, Saturdays, San Jaya, and Including (whether worked or not), the Employee shall contribute at the provolting rate, to the hearth Fund on behalf of that Compleyee for each juid Menight time and overtions have the to incursion of five handled overtains (520) haves.

2 Where, closing any quarterly reporting period, an Employee is paid by an Employer for axey-five (65) or trave days, for leading regular days, rick days. Straidays, Sondays, and notkings (whether worked or son), the Employer shall contribute, at the prevailing rate, to the pleather Parke on ceffold of and Employee for Elg(s: (3) boots per day for each pest day.

The rate of contribution is the Health Fund, effective Creeker 1, 2000, which its six dollars and beer four contri (S6-14) per house. Any increase in this rate of contribution shall he are excedence, with paragraph (C) of this Section.

Reality required to be dependent in a support score of, not to be used for other that. Reality Postperposes

(D) PENSION

The Femployer shall participate in the Local \$67 Cabor Managerson Pension Fund. Contributions by the Employer shall, effective October 1, 2008 and in be juild as follows:

1. Where, during may quarterly reporting period, an Bolployee is puid by the Houployee for feet days size, five (66) days, just adding regular days, elok days, Saturdays, Sandays, and Jodathys (whether worked or not). For Employee shell contribute, at the prevailing rate, to the Pension Feetu on behalf of said Employee for seril pale straight time and overline hour, up to a maximum of five fouried intervery (520) boars.

2. When, during any quarterly reporting partiel, an Employee is paid by the Employee for sixty five (69), or trace days, enclosing regular days, a children, Saturdays, Sundays, and Kalidays (whether worked nearly, the Employee shall a optimize on the prevailing rate, to the Persion Function behave of sold Employee for eight (4), hours per day for each pay day.

The rate of contribution to the Pension Pond for room on the (20) rate serie rights, effective Getober 1, 2008, shall be six dollars and thirty-rate and one ball contribution shall be in accordance with paragraph |C| of this Section.

The set of contribution in the Pension Fund for 11, office ment, effective October 1, 2008 will be folly 463/das and eventy-five contr (\$4.25) per bour.

Comp. If an employed permanently leaves the Higher Rate per hour core for whatever the meson the senior anti-employee within the \$4.25 per hour rate shall immediate you we up into the higher care per hour consult have that employee Within the \$4.25 per hour rate shall immediate you we up into the higher care per hour consult have that employee Fund. There will be twenty (26) menin the higher rate pension of all limits.

Persion contributions are to be deposited in a separate generality not to be used for other than Pension Pensipurposes. Any increase in this rate of contribution shall be an accordance with purpose (C) of this Section.

AUD/DDS/LCONTREPORTOTIC/DEALTH AND/OR PENSION ZUNDS.

Baptoyer's rate of operiods into a the Health Baddon Teorism Pends shall be been assert by sevency (Unit years), portion reflective Decement, 2008 and raverary (1705) cours per teorie fiberitive October 1, 2009, revency (1705) cents offset ve October 1, 2010 and revency (1705) cents year boar effective October 1, 2011 and revency (1705) cents per hour effective October 1, 2012 and reventy (1705) cents per hour effective October 1, 2013

The allocation of all additional contributions during the fifts of the Agreement of between the Health and/or Penning Fundaction]; be determined by the Union to in sole discretion after to the respective dates Piecest. The Exophyser shall increase in contributions to each or both of the Praids in recordance with the Unions telemination.

For the period between April 1, 2008 to September 30, 2013 the Employer shall pay any additional spatricipation to the Health parkin Pravan Family provided in the New Jensey-New York Area General Tracking Supplement to the National Measur Preight Agreement and the Union's Neter thereis.

(0) <u>redetioning</u>

 The Transies of the Health and Panalon Floods shall be taken persons now apply as Transient, or their drip designs test processors.

b. Contributions (b)(a) be much as the Traxtees of the Foods. The Employer shall (ocward has contributions to the Foods at periodic intervals so; by the Foodsets.

e The Trustees shell have the right to accept the Union is an Employer and to rover the Union's employees for bett, pension and bestell benefits.

d. The Trustees shall escaptisk cules, which shall include, smoog other things, the requirements of staginisity, discribution of the Health and Pension Poods and the rights of employees therearder. The Versuss shall set furth the rules and provision governing the administration of the Funds. If the Trustees do not agree of rules devening the Gregolog, a neutral "Prior stor shall be added to the Based of Trustees and the declation of a robin of the Board of Trustees with responsite to the whole or any part of the Health and Pension Funds that he binding upon the parties borning.

c. The Treatents of the Hendrik and Pension Funds may assess paralities for any and all delinquent abunches in annuals, which tray, in departiculat decay, justified to allow the indical cast of technology.

to the event the Employer disfanites in payment of poind on nonfronteering contributions, or pranision and context of uncle default is norved upon the Barphoyer via arithmers and if by the Administrator of the Funda, and context are sent to the Union. Pension action the provision for adjunct, and transition of a galaxies of default in the provision for adjunct, and transition of a single with the Barphoyer and the provision for adjunct, and testing a spectra default is not default in the Barphoyer and the provision for adjunct, and earlier are called a single of default, then the provision for adjunct and called a single action of the Europer and within the Barphoyer and the Bart of this Agreement. The Barphoyer and within the more address each quarter adjunct to the Arthrite European and context and called a statement, and the attempt for the Bart of the Bart of

I, fumpleyer contributions to the Leoni 807 Labor Management Realth middler Pensian Formin on behalf of corporate afflects or subtried couplingers, performing constant employment during a quarterly reporting parton, shall be fact an information of two handred and twenty (\$20) bases for said quarter, at the prevailing near

SECTION II DISTRIBUTION FUND

The Roupleyor shall posterious in the Local 807 Uniter-Management Discusser Fund, offerdive October 1, 2008 and an Se publicly solutions:

p. For the parket October 1, 2008 to Separate v 30, 2014 the Employer will contribute the following:

Four declars and overry firle come (\$4.35) per hour effective Optober 1, 2009, four dollars and fifty contri-(\$4.50) per loar effective October 1, 2009, four deliver and seventy- five tents (\$4.75) per hour effective October 1, 2010, five declars: (\$5.00) per hour effective October 1, 2011, five dollars and twenty five cente (\$5.75) per hour effective October 1, 2012, five dollars and fifty cants (\$5.50) per hour effective October 1, 2013 for storight time.

Eigle: dollars and fifty come (\$4,50) per hour offective Derober 1,2002, nine dollars (\$9,00) perha is effective Derober 1,2009, nine Solars and fifty acets (\$9,50) perform effective October 1,7000, ten dollars (\$10,00) per Jour offective October 1,2001, ten dollars and fifty cents (\$10,50) per hour effective October 1,2012, stores dollars (\$11,00) per metr effective October 1,2013, for overlans (double time).

	Teamste LOCAL	UNIO	ion, Carwention	Phone	(718) 726-24 E	ng (stand City 525 • Fax (718 ?-mail. local <i>3</i> 0	N 726-7037
	John "Baddy" Şelikan President	Anthony Store Secretary-Treasurer	Le Hémáne Vice President	Reputation Associate Recording Securitary	Angel Swigalo Trustan	Aladys Illavos Tysies	Mariy Mayars Trustee
MEMOR	ANDUM			/		Rên d Ca	9/2/10 C
Το;	Local 807 H	ealth and Pens	ion Funds	\checkmark			
From:	Anthony Sto	erz.					
Subject:	Karo Sheet	Metal					
Date:	Soptember 2	1, 2016					

Karo Sheet Metal has signed a Collective Bargaining Agreement on for the period of October 1, 2016, thru Soplember 30, 2020.

ARTICLE 19. HEALTH and PENSION FUNDS

State of the second second

 The Employer shall participate in the Local 807 Labor-Management Health and Pension. Funds ("Funds"). To provide the benafits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein. The Employer shall contribute to the Local 807 Labor-Management Health Fund ("Health Fund") as of the effective date of this Agreement, at the rate of \$8.44, per bargaining unit employee, including regular days. Saturdays, Sundays, Vacation days, Holidays and Sick days (whether worked or not).

A) Health Fund Increases:

Effective October 1, 2016Health Fund shall be \$8.44Effective October 1, 2017Health Fund shall be \$ 8.69Effective October 1, 2018Health Fund shall be \$ 8.94Effective October 1, 2019Health Fund shall be \$ 9.19Effective October 1, 2020Health Fund shall be \$ 9.44

 The Employer shall pay to the Local 807 Labor-Management Pension Fund ("Pension Fund") as follows: as of the effective date of this Agreement, the Employer periodically shall contribute to the pension Fund at the rate of \$9.915 hour, per bargaining unit employee, for every hour paid for, including regular days. Saturdays, Sundays, Vacation Days, Holidays and Sick Days (whether worked or not).

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A) Pension Fund Increases: As per the Pension Rehabilitation Plan.

Effective October 1, 2016 Pension Fund shall be \$ 9.915 Effective October 1, 2017 Pension Fund shall be \$10.365 Effective October 1, 2019 Pension Fund shall be \$10.815 Effective October 1, 2019 Pension Fund shall be \$11.265 Effective October 1, 2020 Pension Fund Shall be \$11.715

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

ARTICLE 15. NUMBER INVITED



There shall be no discrimination against any employee by either the Employer or the union In regard to hiring, tenure of employment, promotion, transfer or other conditions of employment because of race, creed color, sex and age, religious or political affiliation.

ARTICLE 16. MANAGEMENT RIGHTS

Nothing in this Agreement is intended, nor shall it be construed, as denying or in any manner limiting the right of the Employer to control and supervise all operations and direct all working forces, including the right to select and hire, layoff or transfer employees or to control and regulate the use of all equipment and other property of the Employer, to maintain discipline among employees, and to promote efficiency in the operation provided, however, that the provisions of this Article are not used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCKOUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lockouts.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in an employee's immadiate family, i.e., spouse, parents, sister brother, children, grandparents, grandchildren, mother-in-law or father-in-law, the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. An employee shall be guaranteed two (2) days off, with pay at the time of death. Death certificates or other satisfactory proof of death must be submitted to the Employer.

ARTICLE 19. HEALTH and PENSION FUNDS

1. The Employer shall participate in the Local 807 Labor-Management Health and Pension Funds ("Funds") To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Fund's at the rates set forth herein. The Employer shall contribute to the Local 807 Labor-Management Hoalth Fund ("Hea/th Fund") as of the effective date of this Agreement, at the rate of S8.44, per bargaining unit employee, including regular days, Saturdays, Sundays, Vacation days, Holidays and Sick days (whether worked or not).

<u>A) Health Fund Increases;</u>

Effective October 1, 2016	Readh Fund shall oe \$8.44
Effective October 1, 2017	Hea/In Fund shall be \$ 6.69
Effective October 1, 2018	Health Fund sha! be \$ 8.94
Effective October 1, 2019	Health Fund shair be \$ 9.19
Effective October 1, 2020	Really Fund shal; be \$ 9.44

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 The Employer shall pay to the Local 807 Labor-Management Pension Fund ("Pension Fund") as follows: as of the effective date of this Agreement, the Employer periodically shall contribute to the pension Fund at the rate of \$9.915 hour, per bargaining unit employee, for every hour paid for, including regular days, Saturdays, Sundays, Vacation Days, Holidays and Sick Days (whether worked or not).

A) Pension Fund Increases: As per the Pension Rehabilitation Plan.

Effective October 1, 2018 Pension Fund shall be \$ 9.915 Effective October 1, 2017 Pension Fund shall be \$10.365 Effective October 1, 2018 Pension Fund shall be \$10.315 Effective October 1, 2019 Pension Fund shall be \$11.265 Effective October 1, 2020 Pension Fund Shall be \$11.715

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amondments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

- All contributions to the Health and Pension Funds shall be made on a maximum of eight (3) hours per day basis, with a maximum of forty (40) hours per week
- 4. In the event of a definiquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring the payment of interest not exceeding ten (10%) percent of the definiquency and counsel fees and other costs of collection of such definiquencies and to give security in a sufficient amount, as demanded by the Trustees, to secure payment of such delinquencies.
- 5. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payrol! records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.
- The Employer must use the remittance forms required by the Trustees of each Fund and comply with set# instructions of the Trustees in filling out such forms.
- The Trustees of the Funds shall be those persons now active as Trustees, of their duly designated successors.
- Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees.

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- The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both Realth and Pension benefits.
- 10. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assots. The Trustees shall elso set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.
- 11. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem, justified to offset the added cost of collection.
- 12 Employer contributions to the Fands, on behalf of non-bargaining unit employees, performing bargaining unit work, during any quarterly reporting period, shall be for a minimum of 520 hours for said quarter.

ARTICLE 20. VACATIONS

 All Employees covered by this Agreement shall be allowed vacation which are to be determined in accordance with the following schedule:

ONE TO THREE YEARS 2 WEEKS
THREE TO TEN YEARS 3 WEEKS
TEN TO TWENTY YEARS
TWENTY + YEARS

- 2. The pay for the vacations shall be paid to advance of the vacation and shall be based on the straight time rates of the classification of work performed and shall be prorated on such rates if the Employee works at more than one job classification during the qualifying period. Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall start with the date of hirs and based on employee's "anniversary year".
- 3 In determining vacations, all days paid for, including those allowed for vacation, shall be included

In addition, workdays lost through compensation claims are to be considered days worked, provided the Employee has worked at least ten (10) days in that calendar year.

4. In any case, where any of the holidays covered in this Agreement occur during the vacation period of any Employee, said Employee shall have the choice of an extra day's vacation with pay or an additional day's pay for such holiday.

Collective Bargaining Agreement between

TEAMSTERS LOCAL UNION NO. 807 32-43 49[™] Street Long Island City, NY 11103



And

WAYLAND INDUSTRIES INC. 1511 Bassett Avenue Bronx, NY. 10461

April 1, 2018 thru March 31,2023

Article 19. HEALTH AND PENSION FUNDS

The Employer shall participate in the Local 807 Labor-Management Health, Pension Fund ("Funds").

To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A Health Find Increases:

Effective August 1, 2018 Health Fund shall be \$ 8.94 Effective August 1, 2019 Health Fund shall be \$ 9.10 Effective August 1, 2020 Health Fund shall be \$ 9.44 Effective August 1, 2021 Health Fund shall be \$ 9.69 Effective August 1, 2022 Health Fund shall be \$ 9.94

B. Pension Fund Increases: As per the Pansion Rehabilitation Plan.

Effective August (1,2018)	Peoplet Pracishall be \$ 10.815
Reflective August 1, 2019	Pension Frind shall be \$ 11,265
Effective August 1, 2020	Pensing Fond shall be \$ 11,715
Effective August 1, 2621	Peasing Fund shall be \$ 12.165
Effective August 1, 2022	Peusion Fund shall be \$ 12.615

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. All contributions to the Health and Pension Funds shall be made on all hours paid, on a maximum of eight-(8) hours per day. The contributions made presuant to the contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds, All contributions shall not exceed 40 hours per week.

3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Fonds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portfows thereof; the Employer shall not be desined delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Frinds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided fur herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

The Employer must use the remainance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

The Trustees of the Funds shall be those persons now active as Trustees, or their duty designated successors.

7. Romitiance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

8. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the France. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a projectly of the Board of Trustees with respect to the whole or only part of the Health and Pension France shall be biading upon the parties hereig.

The Trustees of the Fonds may assess liquidated damages for any and all definedent payments in amounts, which they, in their discretion, deem justified to effect the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with, the following schedule:

one and two years------2 weeks seven years------3 weeks

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates, Mandatory and other antiproized deductions such as federal withholding (ax, social security, etc., will be made form all vacation allowances. The vacation year shall be from April 1 through March 31 of each contract year. All employees hired after September 30 of the contract year will receive 1 day vacation (or each 30 days worked for the following contract year ant to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for, including those allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (30) days in that contract year.

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Collective Bargaining Agreement between

TEAMSTERS LOCAL UNION NO. 807 32-43 49TH Street Long Island City, NY 11103



And

WAYLAND INDUSTRIES INC. 1511 Bassett Avenue Bronx, NY. 10461

April 1, 2018 thru March 31,2023

Article 19. HEALTH AND PENSION FUNDS

1. The Employer shall participate in the Local 807 Labor-Management Health, Pension Fund ("Funds"),

To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodicelly contribute to the Funds at the rates set forth herein.

A Health Fund Increases:

Effective August 1, 2018Health Fund shall be \$ 8 94Effective August 1, 2019Health Fund shall be \$ 9.19Effective August 1, 2020Health Fund shall be \$ 9.44Effective August 1, 2021Health Fund shall be \$ 9.69Effective August 1, 2021Health Fund shall be \$ 9.94

B. Pension Fund Increases: As per the Pension Rehabilitation Plan.

Effective August 1, 2018	Pelasion Frank shall be \$ 10.815
Effective August 1, 2019	Peusion Fund shall be \$ 11.265
Effective August 1, 2020	Pension Fundishall be \$ 11.715
Effective August 1, 2021	Pension Fund shall be \$ 12,165
Effective August 1, 2022	Pension Pane shall be \$ 12,615

The Employer adopts the terms and conditions of the Pension Foud's Rehabilitation Plan along with Inture amendments. The Company agrees to pay the annual contribution increases required by the Rohabilitation Plan as emended as if said contribution schedule was set forth in this Agreement,

2. All contributions to the Health and Pension Funds shall be made on all hours paid, on a maximum of eight-(\$) hours per day. The contributions made persuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Timstees of such Funds. All contributions shall not exceed 40 hours per week.

5. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof; the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payrell records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trosts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Stoplayer must use the remittance forms required by the Frustoos of each Fund and comply with said instructions of the Trustees in filling out such forms.

5. The Trustees of the Funds shall be mose persons now active as Trustees, or their duly designated successors.

7 Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

S. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a razjority of the Board of Trustees with respect to the whole or any patt of the Health and Pension Funds shall be bind og upon fee parties hereto.

9. The Trustees of the Funds may assess liquidated damages for any add all definquent payments in amounts, which they, in their discussion, deem justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

 All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with, the following schedule:

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates. Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April 1 through March 31 of each contract year. All employees hired after September 30 of the contract year will receive 1 day vacation for each 30 days worked for the following contract year not to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for et least six (6) months during the prior contract year. In determining vacations, all hours paid for, including those allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (30) days in that contract year.

Collective Bargaining Agreement between

TEAMSTERS LOCAL UNION NO. 807 32-43 49TH Street Long Island City, NY 11103



And MCKINNEY WELDING COMPANY 1145 BRONX RIVER AVE. BRONX, NEW YORK 10472

April 1, 2018 thru March 31,2023

9. In the event of the failure of either party to be present at the time and place designated for the arbitration, the arbitrator shall have the right to listen to the party appearing at the time and place of arbitration and shall have the power to render a decision based on the testimony before him. The decision of the arbitrator shall be final and binding upon both parties hereto and may be entered as a final decree of judgment.

ARTICLE 14. ENFORCEMENT OF AGREEMENT

Both parties have the obligation to enforce all provisions of this Agreement.

ARTICLE 15, NONDISCRIMINATION

There shall be no discrimination against any employee by either the Employer or the union in regard to hiring, tenure of employment, promotion, transfer or other conditions of employment because of race, creed, color, sex, age, religion or national origin.

ARTICLE 16. MANAGEMENT RIGHTS

The Employer retains all rights not specifically alongated by this Agreement, including the right to control and supervise all of its operations, to determine the business or businesses it will conduct, to determine the activities and functions it will conduct in parsuit of its businesses, and to direct all working forces (including the right to select hire, layoff, transfer, suspend or discharge employees for cause), to control and regulate the use of all equipment and other property of the Employer, to change location or facilities, to maintain discipline among employees, to introduce new or different methods or facilities, to consolidate and/or eliminate positions to cease or suspend business activities and to otherwise promote efficiency in the operation. The provisions of this Article, however, are not to be used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lock -outs.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in the immediate family of an employee who has been on the seniority list for at least six (6) months (i.e., spouse, parents, sister, brother, children, grandchildren, mother-in-law or father-in-law), the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. Two (2) days shall be guaranteed regardless of day of death or day of funeral, provided the employee loses two (2) days of world opportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer.

ARTICLE 19. HEALTH. PENSION

1. The Employer shall participate in the Local 807 Labor-Management Health, Pension Fund ("Funds"). To provide the benefits prescribed by the Trostees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Health Fund Increases:

Effective April1, 2018Health Fund shall be \$ 8.94Effective April1, 2019Health Fund shall be \$ 9.19Effective April1, 2020Health Fund shall be \$ 9.44Effective April1, 2021Health Fund shall be \$ 9.69Effective April1, 2022Health Fund shall be \$ 9.94

B. Pension Fund Increases: As per the Pension Reliabilitation Plan.

Effective April	1, 2018 Pension Fund shall be \$ 10.815
Effective April	1, 2019 Pension Fund shalt be \$ 11.265
Effective April	1, 2020 Pension Fund shall be \$ 11.715
Effective April	1, 202; Pension Fund shall be \$ 12.165
Effective April	1, 2022 Pension Fund shall be \$12.615

The Employer adopts the tenns and conditions of the Pension Fund's Rehabilitation Plen along with future amondments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

The contributions made prosumt to the combined contribution rates shall be distributed between the Health & Welfare and the Pension Plans in accordance with the direction of the Trustees of the Health & Welfare and the Pension Plans.

2 Contributions to the Health and Pension Funds shall be made on all hours worked, with a maximum of eight-(8) hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds. All contributions shall not exceed 40 hours per week.

3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds? trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Employer must use the comittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

6. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

7. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

a. The Trustees soon establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be huding upon the parties hereto.

9. The Trustees of the Funds may assess liquidated damages for any and all definquent payments in amounts, which they, in their discretion, deem justified to uffset the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed vacation, which is to be determined in accordance with, the following schedule:

2 weeks per year after seven years ------3 weeks after fifteen years------4 weeks after twenty years------5 weeks

"For New Hires: After 10 years-----3 weeks

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on straight time rates. Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall be from April 1 through March 31 of each contract year. All employees hired after September 30 of the contract year will receive 1 day vacation for each 30 days worked for the following contract year not to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for, including these allowed for vacation, shall be included. In addition, work hours lost through compensation claims are to be considered hours worked provided the employee has worked at least thirty, (36) days in that contract year.

4. In any case, where any of the holidays covered in this Agreement occur during the vacation period of any employee, said employee shall have the choice of an extra eight (δ) hours vacation with pay or an edditional eight (8) hours pay for such boliday.

5. The Company shall determine the vacation schedule each year and shall give preference to the senior employees. Employees who are discharged by the Company for cause and those who terminate their employment shall be paid their accrued allowance.

6. The vacation period will be from April 1 to March 31. The Company will post a vacation schedule by March 1 and all vacation picks must be posted no later than March 31. All employees who fail to pick their vacation weeks by March 31 will forfeit their right to pick by seniority.

7. All employees may elect to take up to (2) two weeks' vacation in single day increments.



TEAMSTERS LOCAL UNION NO. 807 32-43 49TH Street Long Island City, NY 11103



And Gould Paper

April 1, 2015 thru March 31, 2018



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ARTICLE 18. - BEREAVEMENT LEAVE

In the case of death in the immediate family (1.8., spouse, parents, sister, brother, children, grandchildren, mother-in-law or father in law) of an employee who has been on the seniority list for alleast six (6) months, the Employer shall grant the employee up to four 14) days off, with pay, for express purposes of attending services for the deceased. Two (2) days shall be guaranteed regardless of day of death or day of funeral, provided the employee loses two (2) days of work opportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer. Employee must be on the sectority list for six months.

ARTICLE 19. - HEALTH. PENSION AND ANNUITY FUNDS

1. The Employer shall participate in the Local 807 Labor Management Health, Pension and Annuity Funds ("Funds"). To provide the benefits proscribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth berein.

A. Health Fund Increases:

Effective April 1, 2015 Realth Fund shall be 5 5.19 Effective April 1, 2016 Health Fund shall be 5 5.44 Effective April 1, 2017 Health Fund shall be 5 5.69

P. Pension Fund Increases: As per the <u>Pension Rehabilitation Clan.</u> Effective April 1, 2015 Fension Fund Shall be \$ 9.47 Effective April 1, 2016 Fension fund shall be \$ 9.97 Effective April 1, 2017 Fension Fund shall be \$ 10.37

The Employer adopts the terms and conditions of the Fension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as Amended as if said contribution schedule was sot forth in this Agreement.

2. All contributions to the Health and Pension Funds shall be made on a maximum of eight- (0) hour's per day basis. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds.

3. The Employer shall contribute to the Annuity Fund at the mate of \$2.12 for each hour paid per non-probationary bargaining unit employee and at the rate of \$3 165 for each hour of overtime paid per sco-probationary bargaining unit employee.

4. In the event of a definquency is payment, the Employer agrees to ablde by all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring the payment of interest not exceeding ten (10%) percent of the definquency and counsel fees and other costs of conjection of such definquencies and to give security in a sufficient amount, as demanded by the Trustees, to secure payment of such definquencies. In the event of disputes or questions of interpretation concerning the requirements to make

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contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retreactive to the date of the delinquency.

5. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of thereing the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trust agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

 The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

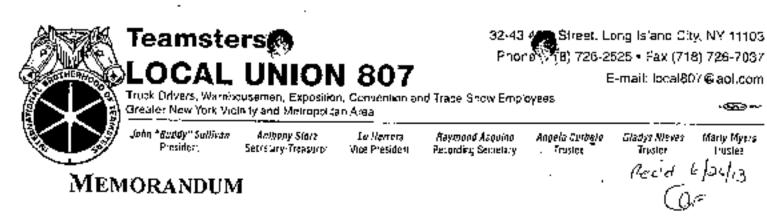
 The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

8. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trusteas, but in no event more frequently than monthly.

9. The Trustees shall have the right to accept the Union as an Employer and to cover the Unions employees for both Health and Pubsion.

10. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be blading upon the parties hereto.

11. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.



To:	Health and Pension Funds	1
From:	Tony Storz-Vice President	$\langle $
Subject:	TW Smith Welding Supply Corporation	\vee
Date;	June 26, 2013	

The above employer has signed a Collective Bargaining Agreement that is effective for the period of April 1,2013 through March 31,2018.

The contributions will be as follows:

The Employer shall participate in the Local 807 Labor-Management Health & Weifare & Pension ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Health Fund Increases;

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Effective August 1, 2013	Health Fund shall be \$ 7.69
Effective August 1, 2014	Health Fund shall be \$ 7.94
Effective August 1, 2015	Health Fund shall be \$ 8.19
Effective August 1, 2016	Health Fund shall be \$ 8.44
Effective August 1, 2017	Health Fund shall be \$ 8:69

B. Pension Fund Increases: As per the <u>Pension Rehabilitation Plan.</u>

Effective August 1, 2013	Pension Fund shall be \$ 8,565	. •
Effective August 1, 2014	Pension Fund shall be \$ 9.015	*
Effective August 1, 2015	Pension Fund shall be \$ 9.465	•
Effective August 1, 2016	Pension Fund shall be \$ 9.915	
Effective August 1, 2017	Pension Fund shall be \$ 10.365	/

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

Collective Bargaining Agreement

between

TEAMSTERS LOCAL UNION NO. 807 32-43 49TH Street Long Island City, NY 11103



And

TW Smith Welding Supply 885 Meeker Ave Brooklyn, NY 11222

April 1, 2013 thru March 31, 2018

ARTICLE 17. STRIKE AND LANOUT



The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lock -outs.

ARTICLE 18 BEREAVEMENT LEAVE

In the case of death in the immediate family of an employee who has been on the seniority list for at least six (6) months (i.e., spouse, parents, sister, brother, children, grandchildren, mother-in-law or father-in-law), the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. Two (2) days shall be guaranteed regardless of day of death or day of funeral, provided the employee loses two (2) days of work opportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer.

Article 19, HEALTH and PENSION FUNDS

 The Employer shall participate in the Local 807 Labor-Management Health and Pension Fund. ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Health Fund Increases;

Effective August 1, 2013 Health Fund shall be \$ 7.69 Effective August 1, 2014 Health Fund shall be \$ 7.94 Effective August 1, 2015 Health Fund shall be \$ 8.19 Effective August 1, 2016 Health Fund shall be \$ 8.44 Effective August 1, 2017 Health Fund shall be \$ 8.59

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The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. Contributions to the Health & Welfare, and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hour's per day, not to exceed (40) hours per week. The contributions made putstant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds.

5. In the event of a delinquency in payment, the Employer agrees to ahide by all roles and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration

procedure. If a delinquency in the amount is found to exist, the Employer Likall pay the amount due, including interest, retroactive to the date of the delinquency.

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' trusts agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

5. The Europlayer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

6. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

7. Romittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees, but in no event more frequently than monthly.

8. The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both Health and Pension.

9. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be bindiag upon the parties bereto.

10. The Trustees of the Funds may assess liquidated damages for any and all definquent payments in amounts, which they, in their discretion, deem justified to offset the added cost of collection.

ARTICLE 20. VACATIONS

1. All Employees covered by this Agreement shall be allowed vacation, which is to be detennined in accordance with, the following schedule:

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Teamster ION 807

a Street, Long Island City, NY 11103 Phone (718) 723-2525 • Fax (718) 726-7037 E-mail: local867@aol.com

Truck Drivers, Warehooseman, Exposition, Convention and Trade Show Employees Greater New York Vicinity and Metropolitan Area

· 670 ~

Trustee

John "Eucly" Suillyan President

Actiony Store Secretary-Treasurer

La Renera Viçe Pies denti

Reynoond Aspuno Recording Storelary Angelu Calàola Truslee

Gladys Hieres Marty Myers Trustee $(C \approx 14)$ ید راجح

MEMORANDUM

- To: Local 807 Health and Pension Funds
- From: Buddy Sullivan-President
- Subject: Airweld Inc.
- Date: August 20, 2013

The above employer has signed a Collective Bargaining Agreement that is effective for the period of April 1, 2013 through March 31, 2018.

The contributions will be as follows:

HEALTH FUND

The Employer shall participate in the Local 807 Labor-Management Health Fund ("Health Fund"). In order to provide the benefits prescribed by the Trustees of the Health Fund, the Employer shall periodically contribute to the Fund at the rates set forth below. The Employer shall continue to contribute to the Health Fund at the following rates. The Employer is currently paying an hourly rate of \$ 7.44 to the Health Fund.

4/1/13	4/1/14	4/1/15	. 4/1/16	4/1/17
\$7.69	\$7.94	\$8.19	\$8:44	\$8.69

PENSION FUND

The Employer shall participate in the Local 807 Labor-Management Pension Fund. ("Pension Fund"). In order to provide the benefits prescribed by the Trustees of the Pension Fund, the Employer shall continue to make contributions to the Pension Fund. The Employer is currently paying the amount of \$7.515 per hour for each covered. employee. As of April 1, 2013, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments.

The Employer agrees to pay the \$.45 per hour annual contribution increases required by the Rehabilitation Plan for each year of this Agreement, as amended, as if said contribution schedule were set forth in this Agreement.

Employees hired after June 30, 1994 will participate in the Local 807 Pension Plan, and be brought up to full pension parity in four (4) years according to the following schedule;

First twelve (12) months of employment Effective one (1) year after employment Effective two (2) year after employment Effective three (3) year after employment Effective four (4) year after employment \$1.00/hr \$1.50/hr \$2.00/hr \$2.50/hr full pension contribution

All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours per day basis, forty (40) hours per week. The Employer shall contribute for all hours paid including regular days, Saturdays, Sundays, vacation days, holidays and sick days (whether worked or not).

operation provided, however, that the provisions of this Article are not to be used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lock-outs.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in an employee's immediate family, i.e., spouse, parents, sister, brother, children, mother-in-law or father-in-law, the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. An employee shall be guaranteed two (2) days off, with pay at the time of death. Death certificates or other satisfactory proof of death must be submitted to the Employer. The employee, to be eligible, must be on the seniority list for six (6) months.

ARTICLE 19. HEALTH FUND

1. The Employer shall participate in the Local 807 Labor-Management Health Fund ("Health Fund"). In order to provide the benefits prescribed by the Trustees of the Health Fund, the Employer shall periodically contribute to the Fund at the rates set forth below. The Employer shall continue to contribute to the Health Fund at the following rates. The Employer is currently paying an hourly rate of \$ 7.44 to the Health Fund.

<u>4/1/13</u>	<u>4/1/14</u>	<u>4/1/15</u>	<u>4/1/16</u>	<u>4/1/17</u>
\$7.69	\$7.94	\$8.19	\$8.44	\$8.69

ARTICLE 19A. PENSION FUND

1. The Employer shall participate in the Local 807 Labor-Management Pension Fund ("Pension Fund"). In order to provide the benefits prescribed by the Trustees of the Pension Fund, the Employer shall continue to make contributions to the Pension Fund. The Employer is currently paying the amount of \$7.515 per hour for each covered employee. As of April 1, 2013, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the \$.45 per hour annual contribution increases required by the Rehabilitation Plan for each year of this Agreement, as amended, as If said contribution schedule were set forth in this Agreement.

 Employees hired after June 30,1994 will participate in the Local 807 Pension Plan, and be brought up to full pension parity in four (4) years according to the following schedule;

۰.

First twelve (12) months of employment Effective one (1) year after employment Effective two (2) year after employment Effective three (3) year after employment Effective four (4) year after employment \$1.00/hr \$1.50/hr \$2.00/hr \$2.50/hr full pension contribution

ARTICLE 198. PROVISIONS COMMON TO THE MEALTH FUND AND PENSION FUND

1. All contributions to the Health and Pension Funds shall be made on a maximum of cight (8) hours per day basis, forty (40) hours per week. The Employer shall contribute for all hours paid including regular days, Saturdays, Sundays, vacation days, holidays and sick days (whether worked or not).

2. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring the payment of interest of the delinquency and reasonable counsel fees and reasonable costs of collection of such delinquencies and to give reasonable security in a sufficient amount, as demanded by the Trustees, to secure payment of such delinquencies.

3. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds, if the Employer fails to make the contributions provided for herein within the time required by the Funds' trust agreement and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefits coverage for such bargaining unit employee on whose account the Employer has failed to contribute.

4. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms.

5. The Trustees of the Funds shall be those persons now active as Trustees, or their duly designated successors.

 Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees.

7. The Trustees shall have the right to accept the Union as an Employer and to cover the Union's employees for both Health and Pension benefit

8. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts which they, in their discretion, deem justified to offset the added cost of collection.

Form 5500	Annual Return/Re	port of Employ	ee Benefit Plan	GM9 Nes. 1210-011 1210-008
Coperations of the Trade Lay matrix Revolute Service	This form is required to be fill and 4365 of the Employee Re sectors 6057(b) and 605	trement Income Securit	y Act of 1974 (ERISA) and	2016
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or <u>calendar plan year 201 6 or fa</u> ca		··· ·	90d ending08(31/20	
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Check box 'f filing under':] Form 5558] special extension (enter descrit	alice distribute	ncien	the DFVC program
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a Name of plan Cox 1971, ASSS Manasana: NT 17115/01.		<u>1980571</u> .	·	1b Three-digit plan number (PN) → 00
				1C Effective date of plan 12/01/1952
8 Plan sponsor's name (effployer Mailing addrese (include four), a City or town, state or province, o	. if for a single-employer plan) apt., suite no, and street, or P.C. I country, and ZIP or futeign postal	Box) code (/7 fureign, see ins;	rucians)	2b Employer dentification Number (EIN) 51 (029111
DARD OF TRUSTRES (2004) 804				2c Plan Sponsor's telephon number Md-756-2575
-43 497°° N° REET ING ISLAND CITY, NY 14103				20 Business code (see nstructions) 523103
aution: A ponality for the lale or i inder paralities of perjury and other atements and attachments, as wel	penalties set forth in the Instruction	no, I declare that I have	examined this return/report,	Including eccompanying schedules,
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Signature of DFE		Data	Enternaine of individual a	
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or Panerwork Reduction Act Not	ing sea the instructions for For	m 6500		Form 5500 (201

Page 2

3a Plan administrator's name and address Same as Plan Sponsor	3b Administrator's EIN
SDARD OF TRUSTEES LOCAL SE7 LABOR-MANAGEMENT PENSION FUND	3c Administrator's Maphone
32-40 19Trl STREE: CONGISSAND CHIY, NY 11100	l numbér
	218-726-0525

4	If the name end/or EIN of the plan sponsor has changed since the last return/report filed for this plan, enter the name, EIN and the plan number from the last return/report:	45 EU	4
B	Sponsol's name	4c fn	
6	Total number of participants at the beginning of the plan year	5	
6	Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines 68(1), 56(2), 65, 50; 54).		
a(1) Total number of active participants at the beginning of the plan year	6a(1)	307
a(2) Total number of active participants at the end of the plan year	6a(2)	/A1
Ь	Retired or separated participants receiving benefills	6b	2.9.
С	Other rollred or separated participants entitled to future penefits	8c	
d	Subtocal, Add lines 6a(2), 6b. and 6c	5 d	
¢	Decessed participants whose beneficiaries are receiving or are entitled to receive benefits.	60	636
f	Total. Add Ines 5d and 6e	6f	4041
9	Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)	6g_	
h	Number of participants that terminated employment during the plen year with accrued benefits that were lass than 100% vested	6h	
7	Enter the total number of employers obligated to contribute to the plan (only multismployer plans complete this item)	7	άĐ

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions: '6

b If the plan provides welfare benefils, enter the applicable we fare feature codes from the List of Plan Characteristics Codes in the instructions:

						-	
9a	Plan fu	nding	arrangement (check at that apply)	9P	Plan be	ne <u>fi</u> l	t arrangement (check all that apply)
	(1)	শ	insurance .		(1)		- nsurance
	(2)	П	Code section 412(e)(3) insurance contracts		(2)		Code section 412(e)(3) insurance converts
	(3)	5	Trust		(3)	Х	Trust
	(4]	Ľ	General assets of the aponaor		(4)		General assets of the sponsor
10	Check (all ec	proable boxes in 10a and 10b to indicate which schedules are at	tache	d, and, v	vhc:	n Indigatogi, enter the number attached. (See instructions)
a	Pansia	n 5d	hedules	Þ	Genera	al Şo	:hedulos
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	(2)	Я	MB (Mullicmployer Defined Benefit Plan and Certain Monsy		(7)	:]	 (Financia) Information – Small Plan;
	••		Purchase Plan Actuarial information) - signed by the plan		(3)	2	A (insurance Information)
			ecluary		(4)	×	C (Service Provider Information)
	(3)	Г	SB (Single-Employer Defined Senaft Plan Actuanal		[S]	X	D (DFE/Particicating Pish Information)
		Ц	Information) - signed by the plan actuary		6		G (Financial Transaction Schedules)

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Part 1	Additional Information for Multiemployer Defined Benefit Pension Plans
3 Ent	enthe following Information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in 12:3). See instructions. Complete as many entries as needed to recard all applicable amployers
a	Namp of contributing employer NY CORVERTIGN CENTER OPERATING CORP.
b	EIX 13-3/3/3/25 C Dollar emount contractice, by smolayer 20580//3
d	Date callective bargaining agreement expires (if employer contributes under more filter) one collective bergaining agreement, check bax
8	Contribution rate information (If more than one rate applies, crieck this box and see instructions regarding required altachment. Otherwise, contribution rate (1) and 13e(2).) (1) Contribution rate (in dollars and cents) 8.0% (2) Base unit measure: R Hourty Weekly Unit of production Other (specify).
а	Name of controuting employer AV/S RENT A CAR SYSTEM
þ	EIN 33 0959507 C Dollar amount contributed by employer 19/1512
d	Data collective bargaining agreement expires (If entelbyer contributes under more than one collective bargaining agreement, check being and see instructions meaning required attacking other the applicable date.) North 33 Day 31 Year 2019
6	Contribution rate information (if more than one rate explies, check this box in and see instructions regarding required attachment. Otherwise, complete lines (3e(1) and 13e(2)) (1) Contribution rate (in dollars and cents) 3.00 (2) Base unit measures 5. Houry U Weekly Unit of production Other (specify):
à	Name of contributing employer KAMCO SUPPLY CORP.
Ъ	EIN_11_2941695 C Dollar amount contributed by employer 313247
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8	Contribution rate information (If more than one rain applies, check this box] and see instructions regarding required attactionant. Otherwise, complete lines 13e(1) and 13e(2).] (1) Contribution rate (in dollars and cants) (2) Base unit measure:] Hourty] Veekly] Unit of production [] Contribution rate (in dollars and cants) (2) Base unit measure:] Hourty] Veekly] Veekly]
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B	Name of stoliniusing employer NEW YORK SACING ASSOCIATION INC
b	C Doller amount contributed by employer 247090
ď	Date collocitive bargeining agreement expres (if employer contributes under more that one collective bargeining egreement, check box and see instructions regarding required attachment. Otherwise, onler the applica <u>tive date.) Month 12 Day start</u> Yeer 2018
Ð	Contribution rate information (if more than one rate applies, check bits box and see instructions regarding required elisciplem). Otherwise, complete lines 139(1) and 139(2).) Complete lines 139(1) and 139(2).) (1) Contribution rate (in dollars and cents) 4.02 (2) Base unit measure: Team one rate applies, check bits box and cents. Unit of production
ä	Name of contributing employer PERSONAEL COORDINATOR INC
 b	E(X 13-4794330 C Dollar amount contributed by employer 444060
d	Date collective barge ning agreement express (if enquibyer contributes under more than one collective bergaining agreement, sheck box [] and see instructions regarding required attachment, Otherwise, enter the applicable date.) Marth [0] [] [] [] [] [] [] [] [] [] [] [] [] []
e	Contribution rate information (If more than one rele applies, check this box _ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13v(2).) (1) _Contribution rate (in dollars and cents) 9.01 (2)

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	Schedule R (Form 5500) 2016 Page 3		
14	Enter the number of carticipants on whose beiral if no contributors were made by an employer as an employer of the part cipant for		
	a The current year,	148	162
	b The plan year immediately preceding the current plan year	14b	180
	C The second preceding plan year	14c	138
15	Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to real employer contribution during the current plan year to:	ke an	
	8 The corresponding number for the plan year intrinedia(dy proceding the current plan year	15a	0.90
	b. The corresponding number for the second preceding plan year	15 b	1.19
16	Information with respect to any employers who witherew from the plan during the preceding plan year		
	 Enter the number of employees who withdrew during the preceding plan yoon 	16a	4
	b If the 16a is greater than 0, enter the appreciate amount of withdrawel liability assessed or estimated to be	165	59039+2
	assessed against such withdrawn employers		
17	If assets and liabilities from prother plan have been transferred to or mergeo with this plan during the plan year, d supplemental information to be included as an attachment.	786% DOX 91	nd see Instructions régériting
Pa	Int VI Additional Information for Single-Employer and Multiamployer Defined Benef	it Pensio	n Plans
18	If any liabilities to participants or their beneficiaries under the olan as of the end of the plan year consist (in whole and beneficianes under two or more pension plans as of immediately trainer such plan, year, check box and see in Information to be instuded as an attachment	or in part) t Istructors (nf tipbil¢ es to such participants regarding supplementet
19	 If the total number of participants is 1,000 or more, complete lines (a) time up (b) Enter the percentage of plan assets held as. Stock: <u>55</u>% Investment-Grade Geot: <u>31</u>% High-Yinic Dept. <u>75</u>% Real isstelle: <u>1</u> Provide the average duration of the combined tracestment-grade and high-yield debt: J-3 years 3.6 years 6.9 years 1.0-12 years 1.2-15 years 1.15-18 years 1.18- What duration measure was used to calculate line 19(b)? K Effective duration 1.14 was duration 1.14 was 1.14 was 1.14 was 1.15 years 1.		
Pa	IN VII IRS Compliance Questions		
	a is the plan a 40° (k) plan? If 140°, skip b	95	Nu
201	b How cid the plan satisfy the condistrimination requirements for employee deterra's under section 401(kK3) for the plan year? Check 81 (hat apply)	eaign-base ale harbot Current yea CP test	L - ACP test
21;	voar? Cireck all Ibal apply:	alio ercentage ist	☐ Average benefit test ☐ N/A
	b (Dig the plan satisfy the coverage and nondistribulination vectorements of sections 410(b) and 401(a)(4) for the plan year by combining this plan with any other plan under the permissive aggregation rules?		[] №
	a if the plan is a master and prototype plan (M&P) or volume submitter plan that received a favorable 'KS opicion the tester / / and the senal number		
22	b) If the plan is an individually-designed plan that received a favorable determination, effective the RS, enter the lefter	date of the	mast recent delernt nation

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	Established B Three- plan n. D Employ 51 6 e instructions) tol(1) tol(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 10(2)(i 1

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2 Operational etomation as of beginning of this plan year

a Carrent value of assets (see instructions)		164,132,205
b "RPA 34" runsht (a sility/participant count breakdown:	(1) Number of participants	(2) Current Lability
(1) For retired participants and beneficieries receiving payment	2,855	289,720,764
(2) Ponterry reted vested participants	994	120,024.868
(3) For active pertropants:	! [	
(a) Non-vestad benefils	<u>.</u>	\$09,624
(b) Vested benefits		120,162,708
(c) Total active	714	121,072,332
(d) Total	4,534	533,817,964
C If the percentage resulting from dividing line 2a by line 2a(4), column (2), is less than 70 percentage	· · · · · ·	30.92%

a) Date (MM-CD-YYYY)	(b) Amount paid by employon(s)	(c) Amount paid by emaloyees	(a) Cate (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount part by employees
63/1 <u>5/</u> 2017	9,629.904				
			· ·		
	·		· · ·		
	· ·		<u>م</u>	·	
				·	
	· ·		· ·		
	·			· · · ·	
			· · ·	·	
·					··
	:		Totals 🛎 3(7)	\$,629,904	Sile

4 Information on plan status:	_	
a Funded percentege for monitoring plant's status (line 15(2) divided by line 1c(3))	48	46.7 %
b Enter code to indicate plan's status (see instructions for attachment of supporting evidence of plan's status). If code is 'Niligo to line 5	4b	z
C Is the plan making the scheduled progress uncer any applicable funding improvement or rehab Ration plan?		
d If the plan is in proced status prioritical and dopining status, were any banefile reduced (see instructions)?		
e If line dis "Yes," anter the reduction in liability resulting from the roduction in banefits (see instructions), measured as of the valuation date	40	-
If the rehabilitation plan projects emorgences (ror) critical status or critical and nect ning status, enter the plan year in which it is projected to emerge. If the rehabilitation plan is based on forestalling possible insolvency, enter the plan year in which insolvency is expected and check likes.	4f	2032
5 Actuarial cost method used as the basis for this plan years funding standard account computations (check all that is	улр у):	
a 🗍 Abstrot age normal 🛛 b 🖾 Entry age normal 🛛 c 🗌 Activited benefit (unit crist	din;	d 📋 Aggregave
a Attended age normal b 🔀 Entry age normal c Actived benefit (unit created by Frozen india liability f 🗌 Individual evel premium g 🗍 Individual aggregate		h 🗌 Shortiell

1		_	_		
Schedulo ME (Form 6600) 2016		Pags 3 •	<u> </u>		
I _ Cther (speally).					
i they his constant enter as for all or other solutions.				<del></del>	
<ul> <li>j - I box h is charked, enter period of use of shandal method</li> <li>k Has 8 charge been made in funcing method for this pap year?</li> </ul>			· · · · · · · · · · · · · · · · · · ·	. <u>.</u>	Yos X No
			···· ··· · · ····		= =
Hino kis 'Yes,' was ito change made pt/suproto Revenue Pr			<u>г</u> —	<u></u>	Yos No
m If line N s fYes," and ine lis fNo," enter the data (MAFOD-YYY) exproving the change in funding mathod			501 501	: 	<u> </u>
6 Checklist of certain actuana! assumptions:					
a Interest rate for "RPA 194" corrent labitity					3,11 %
	ļ	Pre-ratireme	- ·	Post-rei re	
D Batas specified in insurance or annuity contracts		Yes No		<u>Yab [No</u>	NUA
6 Mortainy lable code for valuation purposes?				¬	
(1) M3 as			A		λ
(2) -emales	8¢(2)		<u>א</u>		
d Valuation iability Interest rate			7.50%		
6 Expanse 'opding	60	103.3 %			[X_ N/A
f Satary écale	.i€P [	<u> </u>	X N/A		
g Halimaled ovestmen; return on actuariativatue of easars for yea	if sheing oa	i the Valuation Cate	6g	· ·	8.5%
h Estimated investment return on ourrant value of assets for year	enqinii cu i	he value, on date <u>man</u> ue -	···· <u>····</u> ] ⁶ ^h ; .		7,2%
7 New amoritization heres aslabilisived in the outrant plan year:					
	z) i sitai bal	ance	 [1] Am	ortization Charge/C	iodil.
4		22,072,135			2,326,053
l ¹   <u></u>		62,693			<u> </u>
		-· —			
· _ / _ / _ / ·					
··· ····					
B & section-out information.					
<ul> <li>a life wave of a funding policiency has been approved for this plane.</li> </ul>		ier the data (\@A.D/D_\//)	wafi 1. E		
In the putting territion that approval.					
<ul> <li>b(1) is the plan required to provide a projection of exposited bane entropy a school de</li> </ul>	() paytient	s? (See the instructions.)			X Yes No
b(2) is the plan recurred in provide a Schedulo of Adive Faribips schedule		ee the instructions ( P 'Y)			K Yes 🗋 No
<ul> <li>Are any of the plan space fizzion bases operating under an extension prior (r/2008) or social 421(a) or the Code 2</li></ul>			(As in 6"acl		Tes X NC
d(0) in the clisifyes, i brown the following eddecreat intersector:					
(1) Was an extension granted submatic approval under sector	(431)c)(1)	ef ille Code?			<u>Yes No</u>
(2) If fine $Bd(1)$ is the enter the number of years by which the					
(a) Was an extension apployed by the Liten of Revenue Servic to 2008( (r 431(4)(2) of the Coce?		:ton 412(e) (as melfect)			] Yes ] No
(4) If the 8d(3) is "Yes" enter number of years by which the among objecting the main period years in lose (2)	or, zalier, p	and was eviended (not	E'savar i		<u> </u>
[5] If line 6d(3) is "Yes," other the date of the hulling follow approximation of the hulling follow approximation.			84(5)	· ·	
(6) If line 6d(b) is "Yes," is the amortization basy eligible for am section 6621 (b) of the Code for years beginning alie: 20079	ar, zationius	sing interest rates enouge	able (inset	,	Yes [] No
9 I buy 5h is checked or line 8d is "Yes," only the difference bate for the year and the minimum that would have been required with	iden (ne mi) bete Jeing I	nimum requires conjúbus No shortíaí meitroí sr	an 200		
ex(ording the eniod zs(kin preserve)	<u> </u>	··· <u>····</u> ···· <u>···</u> ····	· <u>!</u>		
Charges to funding standard account:					
<ul> <li>B. Prizr year 'unding disincency, Plany</li></ul>					037,722
<ul> <li>B. Bringlayer &amp; horins: Cost for plan year as of valuation date</li></ul>			···· 1 <u>50</u>		413,752
<ul> <li>A share a second president of a second se second second se</li></ul>					

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Schedule M3 (Form \$500) 2016	Parje 4	
C. Aniofization charges as of valuation data:	Outstanding balance	1 .
[1] Al bases except funding weivers and define bases for weich the articritization period has also extended.	9c(4) 198,253	. 865 36, 917, 176
(2) Funding walvers in the provided on the second of the	Bc(2)	oa
(3) Cartain bases for which the amout zation period has been extended	30(3)	
d Interest as applitable on lines 92, 95, and 95		8d <u>4,152,645</u>
e Total charges. Add lines Salthrough Sol		9a <u>59,521,</u> 299
Gredits to funding standard account:		
f Pristypar credit balance, If any the second secon		97 0
g - Employer contributions. Tot <del>s/ //orn</del> satema (b) of time 3		9,629,904
	Outstanding balance	
h Aniorization credita as of valuation data	9h 28,604	. 508 3, 657, 194
nieręs: as applicable to and of plan year on lines 81, 55, and 96		90 605,319
j - Hul funding limitation (FFI.) and studits:		
<ol> <li>ERISA FFL (accrues liability FFL). Annual and an annual accurate liability.</li> </ol>	981) 202,923	,251
[2] "RPA '94" overfice (90% ourren') so Illy FFL]	9][2] 335,429	,005
(3) File predit		ih(3)
k (1) Wawed funding deficiency		Ke(1) 0
(2) Other creaks		Ik(2) C
Total credits. Additives 91 through Sc. 9(3), Sk(1), and 9k(2),		91 13,692,416
←m Credit balance: Milde Blits greater Praniline Set enter the difference		
D. Funding delicency. If line Sells greater than the St, enter the difference	· · · · · · · · · · · · ·	9/1 45,626,860
9 O - Current year's accumulated record liation account.		
[1] Due to waives Alerting deficiency accumulated prior to the 2016 plan	seal	(1) C
(2) Due to smoot vacuo bases extended and smootwed using the marest	rate under socilion 6621(b) of the Cr	xie.
(a) Record allon putstanding balance as of valuation date	Г	2)(a) ()
		2(6) 0
(a) Total as of veloa: on 6614	96	(i)
10 Contribution recessary to avoid an accomulated lunding note arcy (See :		45,628,683
11 Hus a charinge been made in the educated assumptions for the surrent plan		- <b>b</b>

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## $\stackrel{\scriptstyle \star}{\to}$ Segal Consulting

November 29, 2016

Internal Revenue Service Employee Plans Compliance (Init Group 7602 (TEGE EP:EPCU) 236 S. Dearborn Street Room 1700 - 17th Floor Chicago, IL 60604

: To Whom It May Concern:

**1** ·

As required by ERISA Section 305 and the Internal Revenue Code (IRC) Section 432, we have completed the actuarial status certification as of September 1, 2016 for the following plan:

Name of Plan: Local 807 Labor-Management Persion Fund Plan number: EIN 51-6099111 / PN 002 Plan sponsor: Board of Trustees, Local 807 Labor-Management Pension Fund Address: 32-43 49th Street, Long Island City, New York 11103 Phone number:

As of September 1, 2016, the Plan is in critical and declining status.

This certification also notifies the IRS that the Plan is making the scheduled progress in meeting the requirements of its rehabilitation plan, based on information received from the **sponsor** and based on the annual standords of the rehabilitation plan.

If you have any questions on the attached certification, you may contact me at the following:

Segal Consulting 333 West 34th Street New York, NY 10001 Phone number, 212,251,3000 Sinceres Nicholas X Luccesti, MAAA, NCA

Nicholag J. Luccesti, MAAA, FCA Senior Vick President and Actuary Enrolled Actuary No. 14-02263

EIN 51-6099111 / PN 002

## November 29, 2016

## Inustration Supporting Actuarial Certification of Status (Schedule MB, line 4b) ACTUARIAL STATUS CERTIFICATION AS OF SEPTEMBER 1, 2016 UNDER JRC SECTION 432

This is to certify that Segal Consulting, a Member of The Segal Group, Inc. ("Segal") has prepared an actuarial status certification under Internal Revenue Code Section 432 for the Local 807 Labor-Management Pension Fund as of September 1, 2016 in accordance with generally accepted actuaria, principles and practices it has been prepared at the request of the Board of Trostees to assist in administering the Fond and meeting filing and compliance requirements under Sedatal law. This certification may not otherwise be cupied or reproduced in any form without the consent of the Board of Trustees and may only be provided to other parties in its eatirety.

The measurements shown in this actuarial certification may not be applicable for other purposes. Puture actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that acticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements; differences in statutory interpretation and changes in plan provisions or applicable law.

This certification is based on the September 1, 2015 actuarial valuation, dated May 20, 2016. This certification reflects the changes in the law made by the Multiemployer Pension Reform Act of 2014 (MPRA). Additional assumptions required for the projections (including these under MPRA), and sources of financial information used are summarized in Exhibit VI.

Segal Consulting does not practice law and, therefore, cannot and does not provide legal advice. Any statutory interpretations on which this contribution is based reflect Segal?'s understanding as an actuarial farm.

This certification was based on the assumption that the Plan was qualified as a multiemployer plan for the year.

i am a member of the American Academy of Actuaries and 1 meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of my knowledge, the information supplied in this actuarial certification is complete and accurate. As required by IRC Section 432(b)(3)(B)(iii), the projected industry activity is based on information provided by the plan sponsor. In addition, as allowed by IRC Section 432(b)(3)(B), in my opinion, the contributions used for Insolvency Projections are reasonable. In my opinion, the projections are based on reasonable actuarial estimates, assumptions and methods that (other than projected industry) activity offer my best estimate of anticipated experience ander the Plan.

Nicholas J. Saccetti, MAAA, FCA Senior Vice President and Actuary Earolled Actuary No. 14-02263

EIN 51-60991117 PN 002

Gertificate Contents	£
EXHIBIT 1	Status Determination as of September 1, 2016
EXHIBIT II	Sconnery of Actuariel Valuation Projections
ЕХНІВІТ ІМ	Funding Standard Account Projection
EXRIBIT IV	Fonding Standard Account - Projected Bases Assamed Established After September 1, 2015
EXHIBIT V	Solvency Projection
exhibit vi	Actuarial Assumptions and Methodology

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#### EIN 51 60991117 PN 002

Sta	lus Condition	Test Component Result	Final Resul
itical Stat	652		
Determ	ination of critical status:		
	landing deficiency is projected in four years?	Yes	Yes
C2 (a)	A funding deficiency is projected in five years	Yes	
(b)	AND the present value of vested benefits for non-actives is more than the present value of vested benefits for actives	Yes	
(0)	AND the nerroal cost plus interest on the outpudded actuarial accorded liability (unit credit leasis) is greater than the contributions for the correct year?	Yes	Yes
C3 (a)	A funding deficiency is projected as five years,	Yes	
(Б)	AND the funded percentage is less than 65%?	Yes	Yes
C-I. (a)	The funded percentage is less than 65%	925	
(5)	AND the sum of assets plus the present value of contributions is less than the present value of benefit payments and a comparison strative expenses over seven years?	No	No
C3. TH ex	e sum of assets plus the present value of contributions is less than the present value of benefit payments and administrative penses over five years?	Nə	Ņо
In Crit	ical Status?		Yes
	ination of critical and declining status:		
	Is in critical status.	Yes	
	AND insolvenny is projected within 15 years using assumptions described in Exhibit VI B?		Na
	Js in critical status	Yes	
	AND the ratio of instrives to actives is at least 2 to 1	Yes	
(c)	AND assolvency is projected within 20 years using assumptions described in Extubit VI B? (1997) and a minimum and an annual second seco		Yes
C8. (a)			
('n			
(c.	AND insolvency is projected within 20 years using assumptions described in Exhibit VI.D?	Yes	Yes
In Crit	ical and Declining Status"		Yes

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TIN 51 60991117PN 002

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Status	Condition	Test Component Result	Final Result
Endangered Status:			
S1 (a) is contrological status,		No	
(b) AND the finited percent	Cage is less than 80%?	Yes	No
$\mathcal{B}_{2}^{2}$ (a) is not in prividal status.		Na	
(a) AND 2 funding deficie	ney is projected in soven years?	Yes	Ne
In Endangered Status?			No
In Seriously Endangered States	¢		No
Neither Critical Status Nor Endang	ared Status:		
Neither Critical nor Endangers	d Status?		No

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151N 51-60991117 PN 002

#### Documentation Regarding Progress Under Rehabilitation Plan (Schedule MB, line 4c)

This certification also notifies the IRS that the Plan is making the scheduled progress in meeting the requirements of its rehabilitation plan, based on information received from the sponsor and based on the annual standards of the rehabilitation plan.

The Rehabilitation Plan's annual standard is that, based on reasonable assumptions, the funding deficiency for plan year ending August 31, 2017 is no less that -\$57 million. Based on the assumptions in this certification, the projected deficiency is -\$43,437,215 as shown in Exhibit ID and therefore meets this standard.

#### EIN 51-60991117 PN 002

#### EXHIBIT II

#### Summary of Actuarial Valuation Projections

The actuarial factors as of September 1, 2016 (based on projections from the September 1, 2015 valuation certificate):

I.	Pin	antial luformation			
	ι.	Markon value of assets			\$1\$1,975,903
	2.	Actuarial value of assets			154,641,300
	3	Reasonably anticipated contributions including reasonable	ly anticipated withdrawal ha	brity payments	
		a. Upcaming year			9,095,365
		<ol> <li>Present value for the next five years</li> </ol>			37,199,238
		<ul> <li>Present value for the notif sover years</li> </ul>			48,467.857
П.	Lia	bilities			
	Ι.	Present value of vested benefits for active participants			54,860,719
	2	Present value of vessed benefits for non-active participan	G		232,761,492
	3.	Yotel unit crédit accred hability			308 103,964
	4	Present value of payments	Benefit Payments	Administrative Expenses	Tutal
		<ol> <li>Next five years</li> </ol>	\$113,419.200	\$5.808,314	\$119,327,523
		<ul> <li>Next seven years</li> </ul>	147,434,996	7,805,450	155,250,486
	э.	Unit credit normal cost pilus expenses			3,093,108
	6.	Ratio of mactive participants to active perticipants			5 1597
ın.	FILI	nded Percentage (12)/(11.2)			53,1%
I¥.	Fu	nding Standard Account			
	1.	Credit Balance as of the end of prior year			(5:4,037,722)
	Z.	Years to protocted funding deficiency:			0
v.	Yes	ars to Projected Easilvency			17

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#### EIN 51 60991117 PN 002

#### EXHIBIT III

Funding Standard Account Projection

The table below presents the Funding Standard Account Projection for the Plan Years beginning September 1.

		Year Baginning Septembar 1,						
		2015	2016	2017	2018	2019	2020	
:	Cledit Nationale (BGY)	59,578,700	(\$14.037.722)	(\$43,437,215)	(\$75,140.251)	(\$109.3\$7,614)	(\$146.708.803)	
2	interestion (1)	(18,403	;1.052.8291	(3,257,791)	(5.635,969)	(3.294,071)	(11,003,160)	
!	Normal Losa	1.131.098	1,020,380	1.109,177	1,098,085	1,387,134	1,876,233	
1	Administrative expenses	1,226.285	1.263.074	1.303.966	1,339.995	1,380,195	1,421,601	
≣.	Net amortization clearges	32,925,444	32,537(1)9	32,6/19.281	32,694,071	33,270,206	10,955,676	
5	Extression (3), (4) and (5)	2,646 256	2 524 348	2 629,457	2,634,911	2.665,310	1,233.968	
)	Expensed contributions	13,143,067	9.095.36>	8,930,645	8,857,202	8,783.758	8,710,314	
8	Interest on (7)	451 793	\$12,653	306,991	304,466	361,942	299,417	
9	Full-fynding (imit systi)	0	2	Ç	Q	3	¢	
10.	Credit helenos (EOY) = (1) + (2) = (3) = (4) = -(5) = (6) + (5) + (2) + (9)	(\$14,03),722)	(S43,437 Z15)	(\$75,146,251)	(\$109.387,614)	(\$146,708.803)	(\$166.389,110)	

		2021	2022	2023	2024	2025	
ι.	Cred: Lalance (BCY)	(\$166,3\$9,110)	(\$181.413,836)	(\$197,612.642)	(\$215,074,995)	(\$227,837,245)	
2.	Interest on (1)	(12 479,183)	(13,606,038)	(14,820,948)	(15,130,625)	(17.027,793)	
3.	Nurmal cast	1,076,255	1,076,233	1,076,233	1,0%6,233	1,075,233	
4	Ad-out-scioline expenses	1.464.249	1.50B.176	7.553.421	1,600,024	1,698,025	
5.	Not amortizazion charges	8,208,610	8.208,513	8.208,613	1.375,704	990,667	
6.	hotorestian (3), (4) and (5)	866,182	809,477	\$12,870	333,897	278,619	
7.	Expected contributions	8,710,314	8,710,314	8,710,314	8,656,651	8,230,456	
ŝ.	Interest on (7)	299,417	299,417	299,417	297,573	283,128	
<u>s</u> .	Poll-funding time wedin	2	Q	Û	Q	ŝ	
19.	Civel a balance (EOY): $(1) + (2) - (3) - (4) - (5) - (6) + (7) + (8) + (9)$	(\$181 413,836)	(\$197,617,642)	(\$215,074,995)	(3227,337,245)	(\$230,538,008)	

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#### EDN 51/6099111 / PN 002

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#### EXHIBIT IV

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#### Funding Standard Account - Projected Bases Assumed Established After September 1, 2015

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#### Schedule of Funding Standard Account Bases

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Type of Sasc	Date Established	Base Established	Amortization Period	Amortization Payment
Actuarial gain	9/1/2016	(\$1,786,401)	15	(5188.263)
Actual Jal gath	9/1/2017	(834,102)	15	(87,930)
Actuamal Joss	571/2018	425.055	15	44,794
Actuation loss	9/1/2019	3.569,193	13	376,134
Acteurial Jass	9/1/10/10	21,958	<u>i5</u>	2,214

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### EXHIBIT V Solvency Projection

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The table below presents the projected Market Value of Assets for the Plan Years beginning September 1, 2015 through 2032.

		Year Beginning September 1,								
_		2016	2016	2017	2018	2019	2020	2021	2022	2023
1	Masket Value of largersting of year	<b>\$</b> 1\$7,4 <b>44</b> ,721	5101.970303	\$142,701,444	S133,463,NG1	<b>1</b> 124,491,293	\$115.588,880	5106,727.3-18	\$97,792,784	: Sēk,839,≏68
:	Court buliens	8,399.205	7,753,551	8,256,557	8,748,139	9,229,495	9,699,426	10,755,335	10,819,251	11,179,164
3.	Withdrawel bability payments	4,745,852	1,341,814	1.250.538	1.250.538	1.250.538	1.250.538	1.250.538	8.260.538	1,250,538
4.	Sensifit payments	28,153,461	27,601,353	27,267,962	26.795.862	26,518,520	26,201,955	26,205,960	25,091,238	26,842,363
5	Administrative expenses	1,204.147	(20250	1,252,648	1,393 227	1.435,024	1,478,675	1,522.417	1,565,030	1,515,133
6	(plaiașt caraineș	10,745,723	L0,544,979	9,875,362	9.217.644	8,271,728	7.928,534	<u>1 283,936</u>	<u>6,636,203</u>	<u>5.997.465</u>
	Market Value et end of year, $(1)^{1}(2)^{1}(2)^{1}(2)^{1}(5)^{1}(6)$	5151.975.903	\$142,701,444	\$133,463,563	\$124,491,293	St. 5,588,880	\$106,727,343	597,792,754	365,539,465	.580,004,139
		2024	2D25	2026	2027	2028	ZQ23	2030	2031	2032
	Market Value at beginning of year	5x0,004.139	\$71,158,578	\$61.365 015	\$\$2,567,318	\$43.170,057	533,763,822	524,427,386	\$(3,477,315	55,916,754
2	Contratements	11,949,696	12,498,989	(2.058.90)	13.618.514	14,178,726	14,738,639	15.298,551	15,838,464	15,413,376
3.	Wrthdrawai habuity payments	1.196.885	776,680	0.76,680	776,680	776.680	776,680	004,125	754,487	593,677
۵.	Benefit bayments	25,670,491	25,549,891	75,395,513	25,321,626	25,135.635	24,910,894	24,704,986	24 406 (043	24,104.285
	Admin.trative expenses	1,663.587	1,010,495	1,754,990	1.817.847	1,472,382	1,928.553	1.986.410	7.046.002	2,107,382
5.	lo seres) extentiga	<u>1 352 156</u>	4,471(148	4,024,.30	<u>3.347.018</u>	2.666.025	<u>: 988-192</u>	1,313,1:2	<u>543.533</u>	(18 749)
	Market Value at the of year $(1)_{1}(2)_{1}(3)_{2}(4)_{3}(2)_{1}(6)$	\$71,158,678	\$51,858,019	\$\$2,557,31B	\$43,170,057	\$13,003,822	\$24,427.336	\$13,112,315	<b>5</b> 5,916,754	(\$3,201,609)

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#### EIN 51-60991117 PN 002

#### EXHIBIT VI Actuarial Assumptions and Methodology

The actuarial assumptions and plan of benefits are as used in the September 1, 2015 actuarial valuation contificate, dated May 20, 2016. 2015, except as specifically described below. We also assumed that experience would emerge as projected, except as described below. The calculations are based on a correct understanding of the requirements of ERISA Section 305 and IRC Section 432.

A. Actuarial Assumptions and Plan provisions Except as Mudified by Section B.

Asset Information:	The financial information as of August 31, 2016 was based on an unaudited financial statement provided by the Fund Auditor.
	For projections after that date, the assumed administrative expenses were increased by 3% per year and the benefit payments were projected based on the September 1, 2015 actuarial valuation. The projected net investment return was assumed to be 7.5% of the average market value of assets for the 2016 – 2032 Plan Years. Any resulting investment gains or losses, due to the operation of the asset valuation method are amortized over 15 years in the Funding Standard Account.
Projected Industry Activity:	As required by Internal Revenue Code Section 432, assumptions with respect to projected industry activity are based on information provided by the plan sponsor. Based on this information, the number of active participants is assumed to decrease 1% annually for 5 years then remain level and, on the average, contributions will be made for each active for 1,750 hours each year.
. •	In addition to projections of industry activity directly linked to the level of ongoing employment, these determinations also project the following contribution amounts derived from withdrawal liability assessments, based on information from the Trustees:

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EIN ST 60991117 PN 002

Plan Year ending August 31:	Amount		
7017	\$1,341.814		
2018 - 2024	1,250.538		
2025	1,196,885		
2026 - 2030	776,680		
2031	774,121		
2032	754,487		
2033	693,677		
2034	511,248		
2035	329,395		

#### Future Normal Costs: Based on the assumed industry activity and the assumption that replacement employees will have the same entry age as etaployees leaving the work force, the Entry Age Normal Cost method used in the valuation results in level Normal Costs per active. Therefore, we have assumed that the normal cost in future years will be the same as in the 2015 Pian Year adjusted in accordance with industry activity.

#### B Assumptions for Solveacy Projection

Assumptions for this purpose are the same as shown in Section A with the following exceptions:

In accordance with the current rehabilitation plan, employers are assumed to agree to anneal 1 \$0.45 contribution rate increases upon the conclusion of their current CBA.

#### **Technical Issues**

Segal Consulting ("Segal") does not practice law and, therefore, cannot and does not provide legal advice.

Any statutory interpretation on which the certification is based reflects Segal's understanding as an actuarial firm. One to the complexity of the statute and the significance of its ramifications. Segal recommends that the Board of Trustees consult with legal counsel when making any decisions regarding compliance with ERISA and the Internal Revenue Code

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#### Documentation Regarding Progress Under Rehabilitation Plan (Schedule MB, line 4c)

This certification also notifies the IRS that the Plan is making the scheduled progress in meeting the requirements of its rehabilitation plan, based on information received from the sporsor and based on the annual standards of the rehabilitation plan.

The Rehabilitation Plan's annual standard is that, based on reasonable assumptions, the funding deficiency for plan year ending August 31, 2017 is no less that -SS7 million. Based on the assumptions in this certification, the projected deficiency is -\$43,437,215 as shown in Exhibit III and therefore meets this standard.

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## EXHIBIT 8 - STATEMENT OF ACTUARIAL ASSUMPTIONS/METHODS

## (SCHEDULE MB, LINE 6)

Mortality Rates

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RP-2014 Blue Collar Employee and Anomitant Mortality Tables (adjusted back to 2006) with generational Scale MP-2016 from 2006

Disabled: RP-2014 Disabled Annuitant Mortality Table (adjusted back to 2006) with generational Scale MP-2016 from 2006

The above mortality tables reasonably reflects the mortality experience of the Plan as of the measurement date. These mortality tables were then adjusted to future years using generational projection under Scale MP-2016 to anticipate future mortality improvement.

The mortality rates were based on historical and current demographic data, adjusted to reflect estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of and the projected number based on the prior year's assumption over the most recent years.

#### Termination Rates

:			Rate (%)	Withd	rawal ²		
•	Mart	ality'	·	Years of	Service		
Age	Male	Female	Less (han 2 years	2-4 Years	5-9 Years	10 Years or More	
20	0.07	0.02	17.99	14.19	0.00	0.00	
· 25	0.07	0.02	21.74	17.14	12.96	0.00	
30	0.06	0.02	18.61	13.58	8.39	4.84	
35	0.07	0.03	16.78	11.02	7.15	5.02	
40	0.10	0.05	15.91	10.35	6.01	4.15	
45	0.16	0.09	15.48	9.47	5.62	3,73	
50	0.26	0.13	15.60	8.90	5.32	3.49	
65	0.38	0 19	13.52	7.82	2.59	0.88.	
60	D.64	0.31	13.63	7.84	2.12	0.20	

⁴ Mortality rates are shown from the base table and do not refind any mortality projection.

² Withdrawal rates cut out at early relingment age.

The termination rates were based on historical and current demographic data, estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of retirements by age and the projected number based on the prior year's assumption over the most recent years.

#### Retirement Rales

Age ⁻	Annuəl Retirament Rales
55 – 61	2%
62 - 63	6
64	12
65	15
66	16
67	7
68	16
69	19
79	100
* if sticible	

* if eligible -

The retirement rates were based on historical and current demographic data, estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of retirements by age and the projected number based on the prior years' assumption over the most recent years.

#### Description of Weighted Average Retirement Age

Age 67, determined as follows. The weighted average retirement age for each participant is calculated as the sum of the product of each potential past or future retirement age times the probability of surviving from entry age to that age and then retering at that age, assuming no other decrements. The overall weighted retirement ages based on all the active participants included in the September 1, 2016 actuarial valuation.



Retirement Rates for Inactive Vested Participants

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Age'	Annual Retirement Rates	Age'	Annual Retirement Rates
55	26%	63	12%
<del>56</del> - 57	4	64	3
58	2	65	52
59	10	66	29
60	9	67	12
61	2	68	5
62	20	69	13
		70	100

1 if eligible

		The retirement rates for inactive vested participants were based on historical and current demographic data, adjusted to reflect estimated future experience and protessional judgment. As part of the analysis, a comparison was made between the actual number of retirements by age and the projected number based on the prior years' assumption over the most recent years.
	Future Benefit	Employees are assumed to work 1,850 hours per year.
	Accruais	The future benefit accruals were based on historical and current demographic data, estimated future experience and professional judgment. As part of the analysis, a comparison was made between the assumed and the actual benefit accruals over the most recent years,
	Unknown Data for Participants	Same as those exhibited by participants with similar known characteristics. If not specified, participants are assumed to be male.
	Definition of Active Participants	Active participants are defined as those with at least 250 hours in the most recard credit year and who have accumulated at least one pension credit, excluding those who have rothed as of the valuation date.
	Exclusion of Inactive Vested Participants	None
	Percent Married	50%
	Age of Spouse	Females three years younger than males.

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Benefit Election		60% of participants assumed to elect the Single Life Annuity 40% assumed to elect 50% Joint and Strivivor Annuity.
		The benefit elections were based on historical and current demographic coto, adjusted to reflect the plan design, estimated future experience and professional judgment. As part of the analysis, a comparison was made between the assumed and the actual option election patterns over the past several years.
	Delayed Refirement	Inactive vested participants who are assumed to commence receipt of benefits after attaining normal retirement age qualify for delayed retirement increases.
	Net Investment Return	7.50%
		The net investment return assumption is a long-torm estimate derived from historical data, durrent and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflocts inflation expectations and anticipated risk promiums for each of the portfolio's asset classes as provided by Segal Marco Consulting, as well as the Plan's target asset allocation.
	Annual Administrative Expenses	\$1,275,000, payable monthly, for the year beginning September 1, 2016 (equivalent to \$1,226,285 payable at the beginning of the year)
		The annual administrative expenses were based on historical and current data, adjusted to reflect estimated future experience and professional judgment.
	Actuarial Value of Assats	The market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the projected market return, and is recognized over a five-year period. The actuarial value is further adjusted, if necessary, to be within 20% of the market value.
	Actuarial Cost Method	Entry Age Normal Actuarial Cost Mathod, Entry Age is the age at data of employment or, if date is unknown, current ' age minus pension credits. Normal Cost and Actuarial Accrued Liability are calculated on an individual basis and are allocated by service, with Normal Cost determined as if the current benefit accrual rate had always been in effect.
	<b>Benofits Valued</b>	Unless otherwise indicated, includes all bonofits summarized in Exhibit 9.
	Current Liability	Interest: 3.11%, within the permissible range prescribed under (RC Sention 431(c)(6)(C)
	Assumptions	Mortality: Mortality prescr.bed under IRS Regulations 1.431(s)(6)-1 and 1.430(h)(3)-1. RP-2000 tables projected (orward to the valuation year plus seven years for annuitants and 15 years for non-annuitants

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund ٩.

Justification for Change in Actuarial Assumptions (Schedule MB, line 11) For purposes of determining current liability, the current liability interest rate was changed from 3.57% to 3.31% due to a change in the permissible range and recognizing that any rate within the permissible range satisfies the requirements of IRC Section 413(c)(6)(E) and the mortality tables were changed in accordance with IRS Regulations 1.431(c)(6)-1 and 1.430(h)(3)-3.

Based on past experience and future expectations, the following actuarial assumptions were changed:

- Mortality rates for healthy participants, previously 1.35 times the RP-2014 Slue Collar Mortality Tables with generational projection using Scale MP 2014 from 2014
- Mortality rates for disabled participants previously RP-2014 Disabled Refires Mortality Table with generational projection using Scale MP 2014 from 2014
- Retirement rates for active participants proviously:

Age"	Annual Rotirement Rates
55 - 61	3%
62	15
63 - 64	10
65 - 65	20
67 - 68	10
69	25
70	100
* if eligible	

> Retirement rates for inactive vested participants proviously:

Age*	Annual Retirement Rates
55	25%
55 - 61	5
62	25

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

63 - 64	 10	- ·
65	50	
66	25	
67 - 69	10	
70	100	
* if eligible		

- > Benefit election, previously all participants assumed to elect Single Life Annuity
- Active employment, previously assumed average annual hours per active of 1,750 per year.
- Exclusion of inactive vested participants, previously those over age 70 excluded from valuation.

Estimated Rate of On actuarial value of assots (Schedule MB, line 6g): 8.5%, for the Plan Year ending August 31, 2016 Investment Return

On current (market) value of assets (Schedule MB, line 6h): 7.2%, (or the Plan Year ending August 31, 2016

FSA Contribution Timing (Schedule MB, line 3a) Unless otherwise noted, contributions are paid beciedically throughout the year pursuant to collective bargaining agreements. The interest credited in the Funding Standard Account is therefore assumed to be equivalent to a March 15 contribution date.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# **EXHIBIT 9 - SUMMARY OF PLAN PROVISIONS**

# (SCHEDULE MB, LINE 6)

This exhibit summarizes the major provisions of the Plan included in the valuation. It is not intended to be, nor should it be interpreted as, a complete statement of all plan provisions.

Plan Year	September 1 through August 31 .
Pension Credit Year	February 1 through January 31
Plan Status	Ongoing plan
Regular Pension	Age Requirement: 65
	Service Requirement: 15 ponsion credits
	Amount: The total accrued benefit is the sum of each year's accrual based on 1. The highest contribution rate prior to Pobruary 1, 2010 for service earned prior to February 1, 2010.
	<ol><li>The highest contribution rate that was made for at least 250 hours during the pension credit year for service on cr after February 1, 2010.</li></ol>
	<ol><li>For service after February 1, 2012, the accrual rate is lesser of:</li></ol>
	(a) 1% of product of number of hours for which contributions are due on behalf of the participant in credit year and the contribution rate in effect on September 1, 2011, or
	(b) Accrual rate under the Plan as of September 1, 2011.
	The accrual rate effective May 1, 2001 for contribution rates \$4.315 or more per hour, \$165 for each pension credit less than 25 plus \$20,49 for each pension credit greater than 25. Lower benefit levels have been established for employees at lower contribution levels.
	Delayed Refirement Amount: Regular pension accrued at Normal Refirement Age (NRA), increased by 1.0% for each month greater than NRA, and 1.5% for each month greater than age 70
Early Retirement	Age Requirement: 55
	Service Requirement. 15 pension credits
	<ul> <li>Amount: Regular pension accrued, actuarially, reduced from age 55</li> </ul>
Vesting	Age Requirement: Nana
	<ul> <li>Service Requirement: Five pension credits or 5 years of vesting service</li> </ul>

**Management Pension Fund** 

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	<ul> <li>Amount: Regular or early pension accrued based on plan in effect and contribution rate when last active</li> </ul>		
	<ul> <li>Normal Regrement Age: Later of age 65 or the participant's 5th anniversary of participation.</li> </ul>		
Spouse's Pre-	Age Requirement: None		
Relirement Dealh Benefit	<ul> <li>Service Requirement: 5 pension credits or 5 years of vesting service</li> </ul>		
	<ul> <li>Amount: 50% of the benefit employee would have received had he or shu rotired the day bulked he or she deal and elected the joint and survivor option. If the employee diad prior to eligibility for an early retirement pension, the spouse's benefit is deferred to the date employee would have first been eligible to retire.</li> </ul>		
	Charge for Coverage: None		
Optional Forms of	50% Joint-and-Suzvivor		
Benefits	75% Joint-and-Survivor		
	Single Life Annuity		
Participation	Earliest of Pebruary 1 or August 1 after completion of 1,000 hours during a 12 consecutive month period.		
Pension Credit	Hours Worked Per Year Pension Credit		
	Under 250 0		
	250 - 499 1/4		
	500 - 749 1/2		
	750 - 999 3/4		
	1,000 and over 1		
Vesting Credit	One year of vesting service for at least 1.000 hears.		
Contribution Rate	Rates as of September 1, 2016 vary from \$3.1600 to \$10.0150, with an average rate of \$6.3560.		
Changes in Plan Provisions	Nene		
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# **EXHIBIT 6 - SCHEDULE OF ACTIVE PARTICIPANT DATA**

# (SCHEDULE MB, LINE 8b(2))

The participant data is for the year ended January 31, 2016.

	Pension Credits									
Age	Total	1-4	5-9	10-14	15 - 19	20 . 24	<b>25 • 2</b> 9	30 - 34	<u>35 - 39</u>	40 & over
Under 25	1	t	-	-	-		-	-		-
25 - 29	10	8	2	-	-	-	-	-	-	-
30 - 34	33	15	7	11	-	-		-	-	-
35 - 39	40	1:	12	20	7	-	-	-		-
40 - 44	77	16	11	21	23	6	-	-	-	-
45 - 49	100	13	13	24	32	Ð	в	1	-	-
50 - 54	135	14	19	26	33	25	15	3		-
55 - 59	111	4	10	24	19	22	<b>∀</b> 8	11	3	
60 - 64	83	_	12	18	17	. 11	9	10	5	1
65 · 69	34	2	1	3	15	2	7	-	3	1
70 & over	<b>2</b> 2	1	1	3	2,	4	2	5	3	1
Unknown	68	53	5	-	-	-	-	-		-
ીજ્યતાં	Ţn.,	143	33	с.:Д	(46) (46)	S2.	3E	<u>38</u>	4	Ð.,

Note: Excludes 77 participants with tess tean one pension credit.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# EXHIBIT 5 - SCHEDULE OF PROJECTION OF EXPECTED BENEFIT PAYMENTS

Plan Year	Expected Annual Benefit Payments ¹
2016	\$28,988,922
2017	28,659,029
2018	28,163,180
2019	27,835,721
2020	27,502,871
2021	27,347,531
2022	27,154,764
2023	25,856,066
2024	26,587,039
2025	26,370,653

(SCHEDULE MB, LINE 8b(1))

¹ Assuming as of the valuation date:

- no additional accruais,
- experience is in line with valuation assumptions, and
- no new onitiants are covered by the plan.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# EXHIBIT 7 - FUNDING STANDARD ACCOUNT (CONTINUED)

Type of Base	Øate Established	Amortization Amount	Years ; Remaining	Outstanding Balance
Plan amendment	09/01/2009	\$536,226	8	\$3,376,404
Actuanal loss	09/01/2009	5,896,683	я	37,129,060
Combined and effect base	09/01/2009	24,863,907	4.22	93,826,092
Plan amendmunt	09/01/2010	41,992	9	287,955
Actuariai loss	09/01/20%0	785,567	9	5,455,379
Actuarial loss	09/01/2011	183,304	10	1,352,583
Actoarial loss	09/01/2012	2,435,343	11	19,159,600
Actuarial loss	09/01/2013	1,094,535	12	9,101,523
Assumption changes	09/0*/2014	- 734,088	13	6,412,464
Actuarial loss	09/01/2016	6,603	15	80,690
Assumption changes	09/01/2016	2,326,038	15	22,072,135
7. Sinik		19262 8417-1 5°E		

# Schedule of FSA Bases (Charges) (Schedule MB, Line 9c)

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# EXHIBIT 7 - FUNDING STANDARD ACCOUNT (CONTINUED)

# Schedule of FSA Bases (Credits) (Schedule MB, Line 9h)

Type of Basc	Date Established	Amortization Amount	Years Remaining	Outstanding
Assumption changes	09/01/2010	\$52,513	9	\$360,100
Plan amendment	09/01/2011	2,564,586	10	18,923,866
Actuarial gain	09/01/2014	438,111	13	3,827,920
Actuarial gain	69/04/2015	601,974	14	5,493,522
Terál		Altad ^a (20)	··· . · ·	. SZC GUA 202

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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Justification for Change in Actuarial Assumptions (Schedule MB, line 11) For purposes of determining current liability, the current liability interest rate was changed from 3.57% to 3.31% due to a change in the permissible range and recognizing that any rate within the permissible range satisfies the requirements of IRC Section 413(c)(6)(E) and the mortality tables were changed in accordance with IRS Regulations 1.43°(c)(6)-1 and 1.430(h)(3)-1.

Based on post experience and future expectations, the following actuarial assumptions were changed:

- Mortality rates for healthy participants, previously 1.35 times the RP-2014 Blue Collar Mortality Tables with generational projection using Scale MP 2014 from 2014
- Mortality rates for disabled participants previously RP-2014 Disabled Refiree Mortality Table with generational projection using Scale MP 2014 from 2014
- > Retirement rates for active participants previously:

Age*	Annual Retirement Rates
55 - 61	3%
62	15
63 - 64	10
65-66	20
67 - 68	10
69	25
70	\$00
" it eligible	

> Retirement rates for inactive vested participants previously:

Age	Annual Refirement Rates
55	25%
55 - 61	5
62	25

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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63 – 64	10
65	50
66	25
67 - 59	10
70	500
• if eligible	

- Benefit election, previously all participants assumed to elect Single Life Annaity.
- Active employment, previously assumed average annual hours per active of 1,750 per year
- Exclusion of inactive vasted participants, proviously those over age 70 excluded from valuation.

Estimated Rate of On actuarial value of assets (Schedule MB, line 6g): 8.5%, for the Plan Year ending August 31, 2015

On current (market) value of assets (Schedule MB, line 6h): 7.2%, for the Plan Year ending August 31, 2016

FSA Contribution Timing (Schedule MB, line 3a)

Investment Return

Unless otherwise noted, contributions are paid periodically throughout the year pursuant to collective bargaining agreements. The interest credited in the Funding Standard Account is therefore assumed to be equivalent to a March 15 contribution date.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund



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DIRECTORS Stephen Bowen Anthony Sgrul Wiltiam R. Shannon William Austin Kimbe-Ny Lessuk | Michael Foul Vjorel Kuama

Independent Auditor's Report

Board of Trustees Local 807 Labor-Management Pension Fund

# Report on the Financial Statements

We have audited the accompanying financial statements of

the Local 807 Labor-Management Pension Fund (the "Plan") which comprise the statements of net assets available for benefits as of August 31, 2017 and 2016, and the related statements of changes in net assets available for bonefits for the years. ended August 31, 2017 and 2016, and the related notes to the financial statements.

# Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraudor error.

# Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on We conducted our audits in accordance with auditing standards our audits. generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall. presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the net assets available for benefits of the Plan as of August 31, 2017, and the changes therein for the year ended August 31, 2017 and its financial status as of August 31, 2016, and its changes therein for the year ended August 31, 2016 in accordance with accounting principles generally accepted in the United States of America.

#### Report on Supplemental information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental information on pages 19 through 34 is presented for purposes of additional analysis and is not a required part of the inancial statements. The supplemental information on pages 19 through 32 is required by the Department of Labor's Rules and Regulations for Reporting and Disclosure under the Employee Retirement Income Security Act of 1974. Such information is the responsibility of management and was derived from and relates. directly to the underlying accounting and other records used to prepare the financial statements. The Information has been subjected to the auditing procedures applied in the audits of the financial statements and cortain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Schultheis - Prettiin 240

Hauppauge, New York. March 1, 2018

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# STATEMENTS OF NET ASSETS AVAILABLE FOR BENEFITS

# AUGUST 31, 2017 AND 2016

		2017	_	2016
Așseis				
Investments at fair value				
Interest bearing cash	Ş.	4,917,984	\$	3,107,638
U.S. govornment securities		23,216,098		29,413,264
Corporate debt instruments		19,180,576		14,215,381
Corporate stock		16 977,293		28,774,424
Partnership/joint venture interests		12,321,954		10,642,432
Real estate		1,485,000		1,485,000
Common/collective trust funds		32,655,117		32,953,583
Pooled separate accounts		15,045.248		11,799,245
Registered investment companies	_	17,000,341	_	15,455,755
Total Investments		142,799,611		147,846,702
Receivables				
Employers' contributions		781,200		779,000
Employers' withdrawal liability		11,876,742		12,156,302
Accrued interest/dividends		201,455		177,996
Net trades pending settlement		-		44.938
Cash		3,342,465		3,236.874
Other assets	_	168,682	-	166,038
Total assets	_	159,170,155	_	164,407,850
Liabilities				
Accounts payable		98,406		107,278
Related organizations		75,574		168,367
Net trades pending settlement	-	160,250	-	
Total liabilities	-	334,230	-	275,645
Net assets available for benefits	\$_	158,835,925	\$_	164,1 <u>32,205</u>

See Notes to Financial Statements

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# STATEMENTS OF CHANGES IN NET ASSETS AVAILABLE FOR BENEFITS

# YEARS ENDED AUGUST 31, 2017 AND 2016

		2017	2016
Additions to net assets attributed to:			
Investment Income			
Net appreciation in fair value of investments	\$	11,378,249	\$ 7,040,399
Interest/cividends		3,257,626	3,959,184
Rent - net of related expenses	_	139.677	148,612
Total Investment income		14,775,552	11,148,195
Less investment expenses	_	<u>. (398.853</u> )	(402,472)
Net Investment income		14,376,699	10,745,723
Contributions			
Employers'		8,443,882	8,399,235
Employers' withdrawal liability	-	906,482	<u>5.018.461</u>
Total additions	-	23,727,043	24.163.419
Deductions from net assets attributed to:			
Benefits paid directly to participants or beneficiaries		27,708.903	28,153,461
Administrative expenses	_	1,314,420	1.204,147
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Total deductions	_	29,023,323	29,357,608
Net decrease		(5,296,280)	(5,194,189)
Net assets available for benefits Begioning of year End of year	\$ <u>_</u>	164,132,205 158,835,925	<u>169,326,394</u> \$ <u>164,132,205</u>

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## NOTES TO FINANCIAL STATEMENTS

### YEARS ENDED AUGUST 31, 2017 AND 2016

# Note 1 - Description of Plan and Significant Accounting Policies

The following description of the Local 807 Labor-Management Pension Fund (the "Plan") provides only general information. Participants should refer to the plan document for a more complete description of the Plan's provisions.

#### General

The Plan first became effective December 1, 1950 and is a defined benefit pension plan established under an Agreement and Declaration of Trust pursuant to collective bargalning agreements between the Truck Drivers Local Union No. 807 International Brotherhood of Teamsters (the "Union") and various employers and employer associations in the transportation industry in the New York Metropolitan Area. It is subject to the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA").

Management has evaluated subsequent events through the date of the auditor's report, the date the financial statements were available to be issued.

#### Purpose

The purpose of the Plan is to provide retirement and death benefits to eligible participants.

#### Participation

A participant is a pensioner, beneficiary or individual employed by an employer subject to a collective bargaining agreement or participation agreement, employees of Local 807 Labor-Management Health Fund (the "Health Fund") and certain employees of the Union.

#### Benefits

In general, participants with five or more years vesting service are entitled to monthly pension benefits beginning at normal retrement age 65. The Plan permits early retirement at ages 55-64 and other forms of retirement based on age and years of credited service (pension credits).

Pension credits are based on hours worked in covered employment. A participant may accumulate up to a maximum of 1 credit per year for every 250 hours worked.

Monthly pension benefits are based on employer contribution rates.

#### Death benefit

Participants whose annuity start date is before September 1, 2011 and are receiving a pension are eligible to receive a lump sum death benefit payment equal to \$1,000.

# NOTES TO FINANCIAL STATEMENTS

# YEARS ENDED AUGUST 31, 2017 AND 2016

# Note 1 - Description of Plan and Significant Accounting Policies (cont'd)

#### Plan termination

The Trustees expect and intend to continue the Plan indefinitely, but reserve the right to amend or terminate it as provided for by the applicable Trust Agreement and Plan provisions. If the Plan is terminated, Plan assets will be allocated to provide benefits to those eligible under the terms of the Plan in the order of priority specified in the Plan and as otherwise required by law. The priority of benefits depends on a participant's status as retired or active, vested or unvested, and age at the time of Plan termination. Certain benefits are insured by the Pension Benefit Guaranty Corporation ('PBGC'). Whether all participants receive their benefits on Plan termination would depend on the sufficiency of the Plan's net assets to provide those benefits and may also depend on the level and type of benefits guaranteed by the PBGC.

#### Basis of accounting

The financial statements are presented on the accrual basis of accounting.

#### Investment valuation and income recognition

The Plan's investments are stated at fair value. See "Fair value measurements" footnote for additional information.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accruat basis. Dividends are recorded on the ex-dividend date. Net appreciation/(depreciation) includes the Plan's gains and losses on investments bought and sold as well as held during the year.

#### Administrative expense allocation

The administrative office is occupied by the Health Fund, Pension Fund and the 807 Profit Sharing Plan (the "Fringe Benefit Funds"). Certain expenses not specifically applicable to a particular entity are allocated based on the estimated benefit received by each entity. Amounts reported as receivable from related organizations or payable to related organizations generally include balances for shared expenses.

Reimbursements paid to related organizations for the years ended August S1, 2017 and 2016 were \$529,248 and \$550,805, respectively.

## NOTES TO FINANCIAL STATEMENTS

# YEARS ENDED AUGUST 31, 2017 AND 2016

#### Note 1 - Description of Plan and Significant Accounting Policies (cont'd)

#### Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America regulass management to make estimates and assumptions that effect the amounts reported in the financial statements and accompanying notes. Actual results could differ from these estimates.

#### Note 2 - Cash

At times throughout the year the Plan may have, on deposit in banks, amounts in excess of FDIC insurance limits. The Plan has not experienced any losses in such accounts and the Trustees believe it is not exposed to any significant credit risks.

#### Note 3 - Fair value measurements

The fremework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or hebilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1 inputs to the valuation methodology are unadjusted quoted prices, in active markets, for identical assets that the Plan has the ability to access.

Level 2 inputs to the valuation methodology include: quoted prices for similar assets in active markets, quoted prices for identical or similar assets in inactive markets, inputs other than quoted prices that are observable for the asset, and inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset.

Level 3 inputs to the valuation methodology are unobservable and significant to the fair value measurement. Level 3 inputs are generally based on the best information available which may include the reporting entity's own assumptions and data.

The asset's feir value measurement fevel within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Interest bearing cash: Valued at cost.

#### NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED AUGUST 31, 2017 AND 2016

# Note 3 - Fair value measurements (cont'd)

U.S. government securities, corporate debt instruments, corporate stocks and registered investment companies: Valued at the closing price reported in the active market in which the securities are traded.

Real estate: Value is based on an independent appraisat performed in 2014 using the Income capitalization approach.

Investments measured at net asset value: Partnership/joint venture interests, common/collective trust funds and pooled separate accounts values are estimated by management of the trust / account.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Plan believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the tables below are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the statements of net assets available for benefits.

# NOTES TO FINANCIAL STATEMENTS

## YEARS ENDED AUGUST 31, 2017 AND 2016

#### Note 3 - Fair value measurements (cont'd)

The following table sets forth, by level within the fair value hierarchy, the Plan's investments, as of August 31, 2017, with fair value measurements on a recurring basis:

	2017	Level 1	Level 2	Level 3
Interest bearing cash Investments at fair value as determined by quoted market price	\$ 4,917,984	<b>\$ 4</b> ,917,964	\$-	\$; -
U.S. government securilies	23,216.098	11,246,075	11,970,023	-
Corporale debl instruments	19,180,576	-	19,180,576	-
Corporate stock Registered investment	16,977,293	16.977,293	-	-
companies	17,000,341	17.000,341		-
Investments at estimated fair value Real estate	1.485.000	-		1.485,000
Total assets in the fair value hierarchy	82.777,292	50,141,693	31,150,599	1,485,000
Investments measured at net asset value	60,022,319	<u>-</u>	<u> </u>	<u>-</u>
Investments at fair value	\$ <u>142,799,611</u>	\$ <u>50,141,693</u>	\$ <u>3?,150,599</u>	\$1,485.000

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#### NOTES TO FINANCIAL STATEMENTS

# YEARS ENDED AUGUST 31, 2017 AND 2016

# Note 3 - Fair value measurements (cont'd)

The following table sets forth, by level within the fair value hierarchy, the Plan's Investments, as of August 31, 2016, with fair value measurements on a recurring basis.

		2016		Level 1	_	Level 2		Level 3
Interest bearing cash Investments at fair value as determined by quoted market price	\$	3,107,638	\$	3,107,638	\$	-	\$	-
U.S. government securities		29.413,264		19,738,338		9,874,926		-
Corporate debt instruments		14.215,361		-		14,215.361		•
Corporate stock Registered investment		28.774,424		28,774,424		-		-
companies		15,455,755		15,455.755		-		-
Investments at estimated fair value Real estate	_	1,485,000	_		_		-	1,485,000
Total assets in the fair value hierarchy		92 <b>,45</b> 1.442		67,076,155		23,890,287		1,485,000
Investments measured at net asset value	_	55,395,260	_		-		-	<u> </u>
Investments at fair value	\$_	147,846,702	\$	67,076,155	\$_	23, <u>890,287</u>	s	1,485,000

The following table provides a summary of the changes in fair value on a recurring basis for Level 3 assets for the year ended August 31, 2017:

. Description	Tota',	Real Estate
Opening balance	\$ 1,485,C00	\$ 1.485,000
Total investment income included in changes in not assets Closing balance	\$ <u>1,485,000</u>	\$ <u>1465,000</u>
Change in unroalized gains or losses for the period included in semings (or changes in net assets) for assets held at the ond of the reporting period	s <u> </u>	\$ <u> </u>

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# NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED AUGUST 31, 2017 AND 2016

#### Note 3 - Fair value measurements (cont'd)

The following table provides a summary of the changes in fair value on a recurring basis for Level 3 assets for the year ended August 31, 2016:

Description	Total	nveatment type
Opening balance	\$ 1,485 000	\$ 1,485,000
Total Invasiment income included in changes in det assets		e
Closing balance	S <u>1,435,000</u>	\$ <u>1,485,000</u>
Charge in unrealized gains or losses for the period included in earnings (or charges	s -	\$ ·
in not assets) for assets hald at the end of the reporting poriod	*	

Total gains or losses attributable to the change in unrealized gains or losses relating to Level 3 assots still held as of August 31, 2017 and 2016 are included in the "Net appreciation (depreciation) in investments" category in the Statements of Changes in Net Assets Available for Benefits.

The following table represents quantitative information about significant unobservable inputs used in the fair value measurements of the directly held or underlying assets of the Plan's significant Level 3 investments:

Invosimen1	Fair Velus	Principal Valuation <u>Technique</u>	Unobservable Inputs	Range of Significant Inp <u>ut Values</u>	Weighted Average
Investment Property \$ Lot 19 32-43 49th Avenue Long Island City NY	1,485,000	ncome Capitalization	Future potential net incomo using discounted cash Now analysis	N/A	N/A

#### Note 4 - Risks and uncertainties

The Plan invests in various investment securities - Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably cossible that changes in the values of investment securities will occur in the near term and that such changes could materially affect the amounts reported in the financial statements.

Plan contributions are made and the actuarial present value of accumulated plan benefits are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near term could be material to the financial statements.

# NOTES TO FINANCIAL STATEMENTS

# YEARS ENDED AUGUST 31, 2017 AND 2016

#### Note 5 - Party-In-Interest transactions

Certain Plan investments are held by the manager of the investment, therefore, transactions relating to those investments qualify as exempt party-in-interest transactions and are identified as such on the supplemental schedules of investments.

#### Note 6 - Partnerships

The Plan invests in the WCM Focused International Growth Fund, L.P. (WCM), which is a Delaware limited partnership for Income tax purposes. The investment objective of WCM is long term capital appreciation. WCM will normally invest at least 75% of its net assets in equily securities of non-U.S. domiciled companies or depository receipts of non-U.S. domaciled companies. The fund may invest in companies of any size; however, investments will generally be in companies with large capitalizations. Limited partners' withdrawals may be made as of the lest day of any calendar month on at least 5 days' written notice to the General Partner. The partnership shall continue unless terminated earlier in accordance with the provisions of the Limited Partnership Agreement. As of August 31, 2017 and 2016, the estimated fair value of the Plan's investment was \$12,321,954 and \$10,642,432, respectively.

#### Note 7 - Common / collective trust investments

Significant common/collective trust investments are as follows:

The following common collective trust funds (collectively the "SSGA Funds"), were formed by State Street Bank. State Street Bank is trustee, custodian, and recordkeeper of the SSGA Funds and has exclusive management and control of the SSGA Funds. Stelle Street Global Advisors ("SSGA"), a division of State Street Bank is the SSGA Funds' investment manager.

The investment objective of the SSGA Russell 2000 Index non-lending and lending funds is to approximate as closely as practicable, before exponses, the performance of the Russell 2000 Index over the long term. The lending fund also engages in securities lending activity. As of August 31, 2017 and 2016, the estimated fair value of the Plan's investment in the non-lending fund was \$271,477 and \$2,059,106, respectively and \$12,066,759 and \$12,266,175, respectively for the lending fund.

The investment objective of the SSGA Russell 1000 Growth Index non-lending fund is to approximate as closely as practicable, before expenses, the performance of the Russell 1000 Index over the long term. As of August 31, 2017 and 2016, the estimated fair value of the Plan's investment was \$20,316,880 and \$18,638,302, respectively.

The per unit net asset values of the SSGA Funds are determined each business day. Issuances and redemptions may be made on such days consistent with the terms of the underlying investment funds. Withdrawal safeguards imposed in the past have been lifted but SSGA will monitor market conditions and evaluate the need for withdrawal safeguards as appropriate.

### NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED AUGUST 31, 2017 AND 2016

#### Note 8 - Pooled separate account

The Plan invests in the Prudential Prisa Account which is a pooled separate account investing primarily in real estate investments. The contract states that withdrawal requests will be scheduled for payment on the next valuation date after at least 90 days written request for withdrawal. The valuation date is the last business day in each calendar quarter. In the event the total withdrawal requests exceed the total cash available to honor such requests, available cash will be pro-rated among those contract-holders eligible for withdrawals. As of August 31, 2017 and 2016, the estimated fair value of the Plan's investment was \$15,045,248 and \$11,799.245, respectively.

#### Note 9 - Employers' contributions

In accordance with collective bargaining agreements, employers are required to make contributions to the Plan on behalf of employees performing covored work.

#### Note 10 - Real estate / Rental income

The Plan, along with the Local 807 Labor-Management Health Fund and 32-43 49th Street Holding Corporation, owns real estate located at 32-43 49th Street, Long Island City, New York. This real estate is treated as an investment of the Plan. Unrealized appreciation and depreciation is recorded based on the fair market value of the building as determined by an independent appraisai.

The investment property is leased to Best Buy, Inc., an unrelated third party, under a lease that has five year options to extend. The tenant exercised all options to extend the lease through January 31, 2029. In addition to the annual base rent, the tenant is subject to escalation charges as stated in the lease. Effective February 1, 2014, annual base rent under the current option is \$303,839, plus escalations of \$146,733. The Plan receives \$94,190, plus escalations of \$45,487 as its share of the annual rent. Rental income received for the years ended August 31, 2017 and 2016 was \$139,677 and \$148,612, respectively. Included in the prior year rental income of \$148,612 is a retroactive payment of \$11,345.

Future minimum base lease payments due to the Plan for the years ending August 31 are as follows:

4,190
3,402
1,411
1,411
:,411
6,826
3.651

# NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED AUGUST 31, 2017 AND 2016

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# Note 11 - Employers withdrawal liability receivable

Withdrawal liability is assessed to employers who have withdrawn from the Plan in accordance with Plan rules and regulations. The withdrawal liability receivable is recorded when collection is assured. During the year ended August 31, 2017, there were two new employer withdrawals assessed totaling \$596,000, including \$32,000 of interest for a net withdrawal liability of \$564,000. During the year ended August 31, 2016, there were three new employer withdrawals assessed totaling \$2,795,000 of interest for a net withdrawals assessed totaling \$8,698,000, including \$2,795,000 of interest for a net withdrawals assessed totaling \$8,698,000, including \$2,795,000 of interest for a net withdrawals assessed totaling \$8,698,000, including \$2,795,000 of interest for a net withdrawal liability of \$5,903,000. For the years ended August 31, 2016, the withdrawal liability principal payments were \$843,916 and \$4,380,903, respectively and the write-offs were \$0 and \$1,233,968, respectively.

As of August 31, 2017 and 2016, withdrawal liability receivable was \$17,821,566 (including deferred interest of \$5,944,834, a net receivable of \$11,876,742) and \$18,403,266 (including deferred interest of \$6,246,964, a net receivable of \$12,156,302, respectively. The receivable as of August 31, 2017 is payable in guarterly installments of \$399,160 until July 2035, at an annual interest rate of 7.5%.

Effective June, 2014, there will be no re-allocation to remaining contributing employers of any collectible amounts due to settlement of withdrawa! liabilities.

#### Note 12 - Lease commitments

The Fringe Benefit Funds lease office space from 32-43 49th Street Holding Corporation, a related party. The lease agreement, effective January 1, 2014 through December 31, 2016, was extended from January 1, 2017 through December 31, 2019. The monthly base rent in calendar years 2017 and 2016, were \$12,850 and \$12,132, respectively.

The Plan's portion of the rent is 33%. Additionally, the Plan pays its portion of maintenance costs. Total occupancy expense for the years ended August 31, 2017 and 2016 was \$60,613 and \$50,674, respectively.

Future minimum annual lease obligations as of August 31, 2017 are as follows:

2018 2019 2020	\$	51,904 53,461 <u>17,995</u>
Total	\$	123,360

#### Note 13 - Reconciliation of financial statements to Form \$500

For financial statement purposes, investment expenses are reported as a reduction of investment income. The reporting requirements of the Department of Labor require these fees be shown as administrative expenses.

# NOTES TO FINANCIAL STATEMENTS

### YEARS ENDED AUGUST 31, 2017 AND 2016

### Note 13 - Reconciliation of financial statements to Form 5500 (cont'd)

The following is a reconcillation of the reclassifications:

	Per Financial StatementsReclassification _ Per Form 5500
Investment Income (loss) Contributions	\$ 14,378,699 \$ 398,853 \$ 14,775,552 9,350,3449,350,344
Total additions	23,727.043398.85324,125.896
Benefits paid directly to participants or beneficiaries Administrative expenses	27,708,903 - 27,708,903 1,314,420 <u>398,853</u> 1,713,273
Total deductions	29,023,323 398,853 29,422,176
Net increase (decrease)	\$ <u>(5,296,280</u> ) S <u></u> (5,296,280)

In addition to the above reclassifications, the Plan's investments have been reclassified for Form 5500 purposes in accordance with the Department of Labor's plan asset regulations. See the Schedule Reconciling the Statement of Net Assets Available for Benefits to Form 5500 on page 32.

### Note 14 - Accumulated Plan Benefits

The latest available calculations of the actuarial present value of accumulated plan benefits were made by consulting actuaries as of September 1, 2016 and 2015. Details of accumulated plan benefit information as of such dates are as follows:

·	September 1, 2016	September 1, 2015
Actuarial present value of accumulated plan benefits: Vested benefits:		
Participants currently receiving benefit payments Other vested participants	\$ 213,992,714 <u>116,768,019</u>	\$ 206,767,807 105,768,268
Total vested benefits Nonvested benefits	330.760,733 275,281	311,536,075 490,434
Total actuarial present value of accumulated plan benefits	\$ <u>331,036,014</u>	\$ <u>312,026,509</u>

#### NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED AUGUST 31, 2017 AND 2016

#### Note 14 - Accumulated Plan Benefits (cont'd)

The changes in the actuarial present value of accumulated plan benefits from the previous benefit information date were as follows:

	September 1. 2016	September 1, 2015
Actuarial present value of accumulated plan benefits - Beginning of year	\$ <u>312 026.509</u>	\$ <u>316.106,071</u>
Increase (decrease) during the year attributable to: Benefits accumulated and actuarial gains or losses Interest due to the decrease in the discount period Benefits paid Change of assumptions	3,875,849 22,258,254 (28,153,461) 21,028,863	1,722,957 22,555,895 (28,358,414)
Net increase (decrease) in actuarial present value of accumulated plan benefits	19.009,505	(4,079.562)
Actuarial present value of accumulated plan benefits - End of year	\$ <u>331.036.014</u>	\$ <u>312,026,509</u>

Through September 1, 2016, the Plan met minimum funding standard requirements under ERISA.

The significant methods and assumptions underlying the actuarial computations are as follows:

Actuarial cost method	Entry Age Normal
Assumed rate of return on investments	7.50%
Mortality rate	2017 - 1.35 times the RP-2016 Blue Collar Healthy Annuitant Mortality Table
~	2016 - 1.35 times the RP-2014 Blue Collar Healthy Annuitant Mortality Table
Normal retirement	65

As of September 1, 2016 the actuary has certified that the Plan is in the critical and declining status as identified under the Pension Protection Act of 2006.

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#### NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED AUGUST 31, 2017 AND 2018

#### Note 15 - Rehabilitation Plan

On November 29, 2010, the Plan was certified by its actuaries to be in Critical Status under the Pension Protection Act of 2006 (the "PPA") for the plan year beginning September 1, 2010. The Board of Trustees determined that based on reasonable actuarial assumptions, and upon exhaustion of all reasonable measures, the Plan could not be reasonably expected to emerge from Critical Status within the time frame grascribed by law. Therefore, the Trustees adopted reasonable measures in their Rehabilitation Plan to forestall insolvency and/or emerge from Critical Status over a projected period of time.

Some of the reasonable measures adopted were as follows:

Contribution rates were increased by \$.45 per hour per year for any collective bargaining agreement ("CBA") that becomes effective after September 1, 2011. The increase is considered supplemental and may not cause any increase in future service accruals in some cases. In addition, the rate may be evaluated and adjusted annually based on financial conditions of contributing employers and actual Plan experience.

Contributing employers became obligated to pay a 5% contribution surcharge to the Plan for work performed on or after January 26, 2011. The 5% surcharge increased to 10% beginning with contributions received on or after September 1, 2011 and will continue until the earlier of (1) the date the Plan emerges from critical status; (2) the effective date of a CBA that is in compliance with this Rehabilitation Plan; or (3) the date contribution increases become effective with respect to an employer because the bargaining parties fail to adopt a CBA in compliance with the Rehabilitation Plan within the time period required by ERISA. The surcharges will continue until the CBA is signed and the required increase in contributions will be retroactive to the date the CBA is effective.

The active participant benefit accrual rate after February 1, 2012, will be the lesser of 1% of the product of (a) the number of hours for which contributions are due in a Plan Credit Year or (b) the contribution rate in effect for his employer prior to its first contribution increase on or after September 1, 2011, or, the accrual rate as of September 1, 2011. In addition, the following benefits will be eliminated: subsidies previously afforded to carly retirement pensions, all Service Pensions, the 60-month guarantee, the Disability Pension for those with an annuity starting date after August 31, 2011, the Death Benefit provided and the Social Security Level Income Option of the Plan. In addition, all future contribution increases after September 1, 2011 will not be used towards the calculation of future benefit accruals.

The benefits of retired participants whose annuity started before September 1, 2011 will not be eliminated or reduced. Non-active participants, who have terminated or will terminate covered service or whose annuity starting date is on or after September 1, 2011, will have their benefits reduced by factors detailed in the Rehabilitation Plan.

## NOTES TO FINANCIAL STATEMENTS

#### YEARS ENDED AUGUST 31, 2017 AND 2016

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#### Note 15 - Rehabilitation Plan (cont'd)

The original Rehabilitation Period was 24 years beginning September 1, 2013 and ending August 31, 2037. Section 432(e)(3)(B) requires that the Trustees annually update the Rehabilitation Plan and Schedules. Based on the results and assumptions used in the valuation, projections show that the Plan is not expected to emerge from critical status within the Rehabilitation period. Therefore, the Plan's new Rehabilitation period is September 1, 2013 through August 31, 2048. The annual standards detailed in the Rehabilitation Plan were projected to be met for the next several years. The Board of Trustees will review and update the Rehabilitation Plan annually and will continue to consider all available options including, but not limited to, reducing Plan expenses, taking advantage of any changes in the law, or exploring a merger with another plan.

The Plan actuary is working on a Multi-Employer Pension Reform Act analysis study and the Trustees are preparing a Plan Amendment to further reduce benefits effective 2019.

#### Note 16 - Tax status

The Plan has received a determination letter from the IRS dated January 29, 2016, stating that the Plan is qualified under Section 401(a) and is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code. The Trustocs believe that the Plan, including amendments subsequent to the IRS determination, is currently designed and operated in compliance with the requirements of the Internal Revenue Code. Therefore, they believe that the Plan was qualified and the related trust was tax exempt as of the financial statement date.

#### SCHEDULE OF INTEREST BEARING CASH

# AUGUST 31, 2017

# EIN \$1-6099111, PLAN NO. 002

# FORM 5500. SCHEDULE H, LINE 4[ - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a)	(b)	(c) - DESCRIPTION INTEREST BEARING CASH			(d)		(6)
_	ISSUER	INTEREST RATE	MATURITY DATE		COST	(	VALUE
·	MORGAN STANLEY BANK N.A. WCM FOCUSED INTERNATIONAL GROWTH FUND L.P	VARIABLE	ON DEMAND	\$	4,917,984	\$	4,817,984
	INTEREST BEARING CASH	VARIABLE	ON DEMAND	-	751,786	-	151,786
				\$	5,669,770	٤	5,669,770

* PARTY-IN-INTEREST

FOLDINGS OF CERTAIN INVESTMENTS WERE DETERMINED TO BE PLAN ASSETS FOR FORM 5500 PURPOSES AND ARE SEPARATELY CENTIFIED HERE BASED ON THE ALLOCATION OF UNDERLYING ASSETS PROVIDED BY THE INVESTMENT MANAGER, AS OF THE DATE OF THEIR LATEST AUDITED FINANCIAL STATEMENTS

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# SCHEDULE OF U.S. GOVERNMENT SECURITIES

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

#### (a) NOT APPLICABLE

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(a) NOT APPLICABLE					
(b)	(c) - DESCRIPTION			(네)	( <del>a</del> )
	U.S. GOV	ERNMENT SE	CURITIES		
			PAR OR	-	
	INTEREST	MATURITY	MATURITY		CURRENT
JS5UER	RATE	DATE	VALUE	COST	VALUE
UNITED STATES TREASURY NOTE	1.25%	05/31/2019	\$ 1,038,831	\$ 1,037,594	\$ 1,037,828
		12/31/2019	1,535.052		1,608,910
UNITED STATES TREASURY NOTE	1.83%			1,516,755	
UNITED STATES TREASURY NOTE	1.50%	09/19/2020	250,453	250.371	250,055
UNITED STATES TREASURY NOTE	1.50 /	07/15/2828	863,502	861.868	861,780
UNITED STATES TREASURY NOTE	1.637	07/37/2020	255,430	251,821	251.398
PEDERAL NATIONAL NTG ASSN POOL 745525	5.50%	05/01/2021	34,059	36,783	35,838
UNITED STATES TREASURY NOTE-INFLATION INDEX	0.53%	04/15/2022	606,340	605,715	606,165
UNITED STATES TREASURY NOTE	1.68%	07/31/2022	2,753,087	2,745.962	2,750,257
UNITED STATES TREASURY NOTE	2.13%	12/31/2022	314,388	303,516	305,35 <b>5</b>
UNITED STATES TREASURY NOTE	2.00%	05/31/2024	1,313,787	1,312,537	1,321,220
FNMA REMIC TRUST 2010-42 AC	4.00%	10/25/2024	38,900	40,286	39,410
GOVERNMENT NATIONAL NTG ASSN POOL 004787	4,50%	09/20/2025	163,120	175,663	172,952
UNITED STATES TREASURY NOTE	2.38%	05/15/2027	504,443	502,383	510,640
UNITED STATES TREASURY NOTE	2.25%	08/15/2027	1,364,899	1,353,541	1,354,284
FEDERAL NATIONAL NTG ASSN POOL AR8268	2.00%	04/01/2028	308,085	307,539	305,362
FEDERAL NATIONAL NTG ASSN POOL MA1138	3.50%	07/04/2032	14,158	15,245	14,869
FEDERAL NATIONAL MTG ASSN POOL MA1652	3.50%	14/01/2033	112,953	117,489	18,464
FEDERAL NATIONAL MTG ASSN POOL 759098	5.50%	01/01/2034	317,869	354,027	361,957
FHLMC 20 YR GOLD CB1B16	3.50%	03/01/2035	79,311	63,673	\$3,135
FHLMC 20 YR GOLD C91820	3.50%	03/01/2035	62,353	65,645	65,361
FHLMC 20 YR GOLD C91844	3.50%	09/01/2035	169,164	179,131	177,341
FEDERAL NATIONAL NTG ASSN POOL AS0709	3.50%	02/01/2035	93,106	98,926	97,552
					257,893
FHLMC 20 YR GOLD C91925	3.50% 5.50%	03/01/2037	246,509	255,140 63,383	64,655
FEDERAL NATIONAL NTG ASSN POOL MA0185		08/01/2039	60,089		
FEDERAL NATIONAL MTG ASSN POOL MA0190	5.00%	05/01/2039	44,639	47,303	47,894
GOVERNMENT NATIONAL MTG ASSN POOL 737835	5.90%	08/20/2040	396,702	422,983	426,927
GOVERNMENT NATIONAL MTG ASSN POOL 780308	4.00%	69/20/2041	87,731	91,679	92,737
GNMA REMIC TRUST 2014-54 A	2,5035	10/18/2041	28,597	29,021	28,676
FEDERAL NATIONAL MTG ASSN POOL MA0050	3.50%	01/01/2042	174,881	176,918	178,450
PEDERAL NATIONAL MTG ASSN POOL AX5311	4.00%	01101/2042	27,817	29,809	29,845
GOVERNMENT NATIONAL MTG ASSN POOL 774435	3.50%	07/20/2042	312,974	316,842	326,639
GOVERNMENT NATIONAL MTG ASSN POOL 774438	3.50%	07/20/2042	277,858	283,068	289,989
FHLMC 30 YR GOLD 165091	3.00%	08/01/2842	379,048	366,730	381,595
FHLMC 30 YR GOLD U91884	3.00 %	08/01/2843	594,290	005,149	595,542
FEDERAL NATIONAL MTG ASSN POOL AU5874	4.00 %	09/01/2043	91,748	86,437	98,062
FHLMC 30 YR GOLD G08567	4,00%	01/01/2044	258,719	270,685	273,653
FHLMC 30 YR GOLD Q26076	4.00%	05/01/2844	104,099	105,914	110.055
FHLMC 30 YR GOLD Q26215	4.00%	05/01/2844	127,949	133,867	135,295
FEDERAL NATIONAL MORTGAGE ASSOC RELOCATION					
LOAN BC5090	4.00%	10/01/2044	60,712	65,029	64,184
FHLMC 30 YR GOLD G08623	3.60%	01/01/2045	2,606,514	2,738,062	2,703,190
FHLMC 30 YR GOLD Q33134	3.50%	04/01/2046	1,228,680	1,268,098	1,274,252
FHLMC 30 YR GOLD V82155	4.00	12/01/2045	417,619	447,887	443,651
	3.50%	02/01/2046	898,935	943,601	932,27G
FHLMC 30 YR GOLD G06893					
FEDERAL NATIONAL MTG ASSN POOL AS7568	4.50%	07/01/2046	107,174	116,855	115.323
FHLMC 30 YR GOLD G08720	4,50%	08/01/2046	40,580	43,414	43,589
FNLMC 30 YR GOLD G80703	4,00%	09/01/2040	231,468	248,719	244,708
FEDERAL NATIONAL MTG ASSN POOL AS6142	4.00%	10/07/2046	201,057	215,944	212,544
FEDERAL NATIONAL MTG ASSN POOL AS\$157	4.50%	10/01/2046	238,684	260,992	254,732
FHLMC 30 YR GOLD G60857	4.00%	02/05/2047	164,723	194,537	195,289
PHLMC 30 YR GOLD G08764	4.50%	05/01/2047	539,559	562,238	579,676
UNITED STATES TREASURY BOND	3.00%	05/15/2047	477,184	473,205	475,385
FHLMC 30 YR GOLD Q49553	4.00%	07/01/2047	<u> </u>	95,905	96.077
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## SCREDULE OF U.S. GOVERNMENT SECURITIES

## AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500. SCHEDULE H. LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(8) NOT APPLICABLE

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(6)	(c) - DESCRIPTION U.S. GOVERNMENT SECURITIES		(0)	[ <del>0</del> ]
ISSUER	PAR OR INTEREST MATURITY MATURITY RATE DATE VALUE		COST	CURRENT VALUE

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\$ 22,723,781 \$ 23,244,161 \$ 23,216,088

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WELLS FARGO & COMPANY

NOVARTIS CAPITAL CORP.

AMER AIRLINE 16-2 AA PTT

MICROSOFT CORP. N5TAR ELECTRIC CO

SSM REALTH CARE

MVWOT 2015-1A A

BBCCR 2015-GTP B SBA 100098

38A100100

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#### SCHEDULE OF CORPORATE DEBT INSTRUMENTS - PREFERRED

#### AUGUST 31, 2017

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(e)

CURRENT VALUE

> 100,000 100.759

> > 15.525

100.590

100,815 70,415

100,518 70,604

70,38z

100,920

100,710

39,265

184,210

489,680

261,185

250,108 502,310

251,225 267,508

123,403

174,365

252,313 516,200

60,286

71,648 204,369

131,241

34,322

168,632

133,613 80,820

82,417

75,050

98,224 158,232

83,273 103,911

83,810

268,160

91,750

74,485

422,824

247,175

135,411

255.895

152,034

245,865

56,843

137,784

297,197

382,093

47,225

113,079

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#### EIN 51-6099111, PLAN NO. 002 FORM 6500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE		) - DESCRIPTIC		4.11
(b)	مع محمد مع	(4)		
	CORPORA			
	IL TEREAT	PAR OR		
	INTEREST	MATURITY	MATURITY	
ISSUER		DATE	VALUE	COST
BB&T CORP	1,35%	10/01/2017	\$ 100,000	3 99,938
TOYOTA MOTOR CREDIT CORP	2,10%	01/17/2019	100,000	99,915
SIMON PROPERTY GROUP LP	2.20%	02/01/2019	75,000	74.850
IBM CORP	1.95%	02/12/2019	100,000	99,758
CISCO SYSTEMS INC	2.13%	03/01/2019	100,000	89,829
AETNA INC	2.20%	03/15/2019	70,000	69,830
ELI LILLY & CD	1.95%	03/15/2019	100,000	99,827
ROYAL BANK OF CANADA	2.15%	03/15/2019	70,000	69,973
GILEAD SCIENCES INC	2.05%	04/01/2018	70,000	89,879
BERKSHIRE MATHAWAY INC	2.10%	08/14/2019	100,000	99,991
PRUDENTIAL FINANCIAL INC	2.36%	08/16/2019	100,000	89,920
OM FINL AUTO LEASE TR 2016-1 B	2.59%	02/20/2020	38,000	39,684
WDL5 2017-A A3	2.13%	04/15/2020	193,000	192,993
CHAIT 2015-A5 A	2.35%	04/15/2020	500,000	493,671
HOME DEPOT INC	1.80%	05/05/2020	250,000	248,655
WALT DISNEY COMPANY/THE	1.80%	06/05/2020	250,000	249,710
BANK OF MONTREAL	2.10%	06/15/2020	500,000	498,955
JOHN DEERE CAPITAL CORP	1.96%	06/22/2020	250,000	249,848
HERSHEY COMPANY	4 12%	12/01/2020	250,000	268,670
AFIN 2016-2 B	2.11%	03/22/2021	123,000	122,994
CCCIT 2017-A4 A4	1.45%	04/07/2022	174,000	174,000
MANUF & TRADERS TRUST CO	2.50%	05/18/2022	250,000	249,650
QUALCOMM INC	3.00%	05/20/2022	\$00,000	490,810
AMERICREDIT AUTO RECV 2018-4 C	2.41%	07/08/2022	80,000	59,775
AMCAR 17-10	2.71%	06/14/2022	71,000	70,985
NALT 2017-A A4	2.04%	09/15/2022	204,000	203,989
DCENT 2017-A3 A3	1,467	10/17/2022	131,000	131,000
KYUNDAI AUTO RECV TR 2016-B C	2.19%	11/15/2022	84,000	83,035
WELLS FARGO & COMPANY	3.07%	01/24/2023	165,000	165,064
FORDO 16-C-C	1.93%	04/15/2023	134,000	133,320
BANK OF NY MELLON CORP	2,567	05/16/2023	80,000	80,000
WORLD FIN NETWORK COMT 2016-C M	1.98%	09115(2023	83,000	82,481
APPLE INC	3.00%	02/09/2024	110,000	109,952
BURLINGTN NORTH SANTA FE	3.75%	04/01/2024	70,000	69,771
CAMERON INTERNATIONAL CO	3.70%	06(15/2024	160,660	88,769
COMET 2016-A7 A7	1.74%	09(16/2024	157,000	157,603
TRI-STATE GENERATION & TRANSMIS	3.70%	11)01/2024	80,000	80,175
UNION PACIFIC CORPORATION	3.25%	61/15/2025	100,000	99,569
WENIAT 2016-A M	2.33%	04(15/2025	<b>B4</b> ,000	83,866
PNC BANK NA	3.255	06/01/2025	260,000	267,127
US AIRWAYS 2043-1A PTT	3.95%	11/15/2025	109,000	91,513
UNITED AIRLINES 2014-1 A PTT	4.00%	04/11/2028	80,000	71,019
BANK OF NY MELLON CORP	2.60 %	05/04/2028	429,000	423,491
	2.001/	*Z-00 00000	100,000	940 499

10/23/2020

02/06/2027

05(15/2027

05/17/2027

¢6/01/2027

05/15/2028

12/20/2032

08/10/2033

03/25/2038

08/25/2038

3.00%

3.30%

3.20%

3.10%

3.82%

3.20%

2.52%

4.27%

3.33%

3.68%

250,000

130,000

250,080

145,000

250,000

120,000

139,000

\$0**0,0**00

500,000

48,000

249,423

129,539

247,773

146,073

243,500

58,763

139,043

291,477

377,569

45,965

#### SCHEDULE OF CORPORATE DEBT INSTRUMENTS - PREFERRED

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5600, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

#### (a) NOT APPLICABLE

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(6)	(c) - DESCRIPTIÓN CORPORATE DEBT INSTRUMENTS - PR <u>EFERRED</u>			(H)	[e]
ISSUER	INTEREST RATE	MATURITY DATE	PAR OR MATURITY VALUE	COST	CURRENT VALUE
TRISTATE GENETRANS ASSN	4.70%	11/01/2044	45,000	46,330	48,482
MS BOFA ML TRUST 2012-C6 A-5	3.43%	11/17/2046	115,000	121,949	119,837
SHELL INTERNATIONAL FINANCE BY	4.00	05/10/2046	52,000	51,063	52,834
KAISER FOUNDATION	4,15%	05/01/2047	100,000	99,051	107,576
COMMINTO TR 2014-CCRE17 B	4,3856	05/10/2047	78,000	61,233	82,078
SBA TOWER TRUST 2014-1-2 2C	3.87%	10/15/2049	90,000	90,000	92.541
MS8AM 16-C32 A5	3.99%	12/15/2049	117,000	120,503	124,098
NY & PRESBYTERIAN HOSPITAL	4.66%	08/01/2056	80,000	79,997	81,759
SCRT 2017-2 MA	3.00%	08/25/2056	183,000	195 174	196,024
			5 <u>10,047,000</u>	\$0,650,435	\$ <u>9,766,706</u>

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## SCHEDULE OF CORPORATE DEBT INSTRUMENTS - OTHER

#### AUGUST 31, 2017.

## EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

#### (a) NOT APPLICABLE

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(a) NOT APPLICABLE					
(b)	le le	+ DESCRIPTION	) N	(러)	(a)
	CORPORATE	DEBT INSTRUM	ENTS - OTHER		
			PAR OR		
	INTEREST	MATURITY	MATURITY		CURRENT
ISSUER	RATE	DATE	VALUE	COST	VALUE
NUCOR CORP	5.75%	12/01/2017	\$ 250,000	\$ 254,998	\$ 252,400
RALPH LAUREN CORP	2.13%	09/26/2018	200,000	203,102	200,894
CRANE CO	2.75%	12/15/2018	100,000	99,985	101,093
BLACK HILLS CORP	2.50%	01/11/2019	70,000	68,914	70,455
BANK OF AMERICA CORP	2 50%	Q1/15/23(9	100,000	100,279	101,015
GOLDNAN SACHS GROUP INC	7.50%	02/15/2019	250,000	274,696	269,825
XILINX INC	2.13%	03(15)2019	70,030	69,634	70,216
AMERICAN EXPRESS CREDIT	2,13%	03(18/2019	60,000	79,849	30,490
SUNTRUST BANKS INC.	2.50%	05/01/2019	100,000	59,911	101,087
MATTEL INC	2.35%	05/06/2019	100,000	99.925	100,322
BP CAPITAL MARKETS PLC	2.24%	05/10/2019	75,000	75,000	75 855
CVS CAREMARK CORP	2.25%	08/12/2018	100,000	99,944	100,763
NEXTERA ENERGY CAPITAL	2.40%	09/15/2010	100,000	99,825	100,805
CONSULIDATED EDISON INC	2.00%	03/15/2020	250,000	249,918	250,873
DOMINION ENERGY INC	2.53%	07/03/2020	75,000	75,077	75,718
BANK OF AMERICA CORP	2.15%	11/09/2020	35,000	35,000	35,034
SANTANDER UK GROUP HLDGS	3,13%	01/08/2021	70,000	69,939	71,458
REGIONS FINANCIAL CORP	3.20%	02/08/2021	200,000	199,790	205,336
AMERICAN EXPRESS CREDIT	2.25%	05/05/2021	200,000	289,817	301,428
DIBCOVER BANK	3.20%	08/09/2021	100.000	99,732	102,619
THE KROGER CO	2.85%	11/01/2020	100,000	99,968	101,785
ALABANA POWER CO	Z,45%	03/36/2022	250,000	249,795	252,635
CHARTER COMMUNICATIONS OPER	4.48%	07/23/2022	145,000	145,000	153,369
REGIONS FINANCIAL CORP	2.75%	08/14/2022	110,000	109,944	110,729
INTL LEASE FINANCE CORP	5.68%	08/15/2022	100,000	113,750	113,081
ALABAMA POWER CO SER S	5.68%	12/01/2022	200,000	245,700	232,846 62,679
NEWMARKET CORP	4.10%	12/15/2022 02/10/2023	50,000 100,000	61,919 90,921	\$9,644
ARES CAPITAL CORP	3.50% 2,38%	04/24/2023	50,000	50,000	50,460
BANK OF AMERICA CORP JPMORGAN CHASE & CO	2.78%	04/25/2023	190,000	190,000	191,571
ONEOK PARTNERS LP	5.00%	09/15/2023	95,000	94,157	103,161
KINDER MORGAN ING DE	5.63%	11/15/2023	70,000	77,153	78,024
FEDEX CORP	4.00%	01/15/2024	75,090	74,871	31,122
KINDER MORGAN ENERGY PARTNERS	4.15%	02/01/2024	100,000	102,638	103,794
AMERICAN TOWER CORP	5.00%	02/15/2024	95,000	106,854	105,548
JUNIPER NETWORKS INC	4.50%	03/15/2024	75,000	74,865	80,366
HOSPITALITY PROP TRUST	4.86%	03/15/2024	70,000		72,980
ROCKWELL COLLINS INC	3.20%	03/15/2024	50,000	49,858	50,891
CELGENE CORP	3 63%	05/15/2024	100,000	89,659	104,414
ENABLE MIDSTREAM PARTNER	3 90%	05(15)2024	65,000	75,419	85,139
PACIFIC GAS & ELECTRIC	3.40%	08/15/2024	100,000	99,925	104,732
CBS CORP	3 70%	08/15/2024	100,000	89,750	103,562
MOTOROLA SOLUTIONS INC	4.00	00/01/2024	55,000	55,630	56,456
TRINITY INDUSTRIES INC	4.55%	10/01/2024	45,000	42,995	45,568
COMCAST CORP	3.35%	02/15/2025	100,000	99,912	103,703
SHERWIN WILLIAM CO	3.45%	08/01/2025	55,000	\$5,605	56,035
HAWAILAN AIRLINES 12-1A	3 90%	01/15/2020	125,000	101,232	103,995
HOLLYFRONTIER CORP	5.86%	04/01/2025	55,000	55,054	59,712
CITIGROUP INC	2.40%	05/01/2028	250,000	249,495	252,230
EAGLE MATERIALS INC	4,50 /	08/01/2026	96,000	98,201	99,038
TEVA PHARMACEUTICALS NE	3,15%	10/01/2026	110,000	103,580	101,171
FLOWERS FOODS INC	3.60%	10/01/2025	50,000	49,918	49,918
KITE RLTY GROUP LP SR GLEL	4.00%	10/01/2026	55,000	54,779	\$3,276
CITIGROUP INC	3.20%	10/21/2025	250,000	249,853	247,493
-		-	-	-	74

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#### SCHEDULE OF CORPORATE DEBT INSTRUMENTS - OTHER

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

#### (a) NOT APPLICABLE

(b)	I¢I - DESCRIPTION CORPORATE DEBT INSTRUMENTS - OTH€R			(d)	<b>(</b> @)
	DORFDRATE	OCDT NO TROM	PAR OR		
	INTEREST	MATURITY	MATURITY		CURRENT
ISSUER	RATE	DATE	VALUE	CO97	VALUE
			150,000	147,827	1\$1,134
GOLDMAN SACH GROUP INC	3.50%	11/15/2025		55,277	56,349
PLAINS ALL AMER PIPELINE	4.50%	12/15/2026	55,000	44.321	48,940
FIBRIA OVERSEAS FINANCE	5.50%	D1/17/2027	45,000		
HEXCEL CORP	3.95%	0211502027	240,000	238,94Z	248,993
HEXCEL CORP	3,95%	0211512027	85,000	84,58.2	86,165
EXPRESS SCRIPTE HLDGS	3,40%	03/01/2027	55,000	52,307	54,650
RPM INTERNATIONAL INC	3.75%	03)15(2027	110,000	109,844	113.040
PHYSICIANS RETY LP SR NT	4.30%	03/15/2027	55,000	54,822	56,773
MERCURY GENERAL CORP	4.40%	03/15/2027	115,000	114,824	118,941
WYNOHAM WORLDWIDE CORP	4.50%	04/01/2027	85,000	E4,609	86,471
DOLLAR GENERAL CORP	3.68%	04(15)2027	250,000	249,615	261,280
CITIGROUP INC \$R NT	3.59%	D1/10/2028	105,000	104,859	108,437
JPMORGAN CHASE & CO	3.78%	Q2/01/2028	105,000	107,037	108,970
THE PRICELINE GROUP INC	3.55%	03/15/2028	105,000	<b>104</b> ,914	105,975
MORGAN STANLEY	3, 59%	07/22/2028	105,000	105,000	105,401
FORD MOTOR CO	0.36%	02/01/2028	250,000	236,515	294,465
AMERADA HESS CORP	7.86%5	10/01/2029	70,000	87,124	84,360
TORONTO-DOMINION BANK	3.63%	49/16/2031	105,000	104,170	105,203
ATATINC	4 90%	08/14/2037	120,000	120,049	121,229
ENBRIDGE ENERGY PARTNERS LP	7 50%	04/15/2038	60,000	97,850	101.89P
TRANSATLANTIC HLDGS INC	B.00%	11/30/2039	75,000	86,757	102,561
SBA TOWER TRUST	3.60%	04/15/2043	30,000	30,638	30,014
MOTOROLA SOLUTIONS INC	5.50%	09/01/2044	80,000	80,994	82,054
ANHEUSER-BUSCH INBEV FIN	4,50%	02/01/2046	55,000	82,254	82,701
SYSCO CORPORATION	4.50%	04/01/2046	80,000	80,091	85,107
JPN BB COML NTG SEC 2014-C21 C	4.82%	03/16/2047	35,000	35,455	35,659
NS BOFA ML TRUST 2016-523 C	4.75%	01/15/2049	50,000	52,738	53,073
	4.757	09018(2057	\$\$,000	114,408	87,880
RABOBANK NEDERLAND CPN		03/15/2057	100,000	100,000	103,016
TRANSCANADA YRUST	5.30%	¢3)1912073		100,000	103,010

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\$ 9,070,000 \$ 9,272,316 \$ 9,411,871

# SCHEDULE OF CORPORATE STOCK - PREFERRED

### AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE (b)	(c) - DESCRIPTION PREFERRED	(d)	(e)
ISSUER	NO. OF SHARES 700	COST \$ 73,575	CURRENT VALUE \$ 76,184
LUBANK ALB 6.25% SEX F	140	\$ <u>73,675</u>	s <u> </u>

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#### **SCHEDULE OF CORPORATE STOCK - COMMON**

### AUGUST 31, 2017

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### EIN 51-6099111, PLAN NO. 002 FORM 6500, SCHEDULE H. LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

#### (a) NOT APPLICABLE

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(a) NOT APPLICABLE			
	(c) •	1.11	(-)
(6)	DESCRIPTION	(d)	(e)
	COMMON		
	STDCK		
	NO. OF		CURRENT
ISSUER	BHARES	cost	VALUE
3M COMPANY	2,280 \$		\$ 465,850
AGBOTT LABORATORIES	B,100 .	378,423	463,654
ABBYE INC COM	5,280	269,554	397,584
AIR PROD & CHEMINC	3,125	445,712	454,231
ALTRIA GROUP INC	7,205	289,863	456,797
AMGEN INC	1,895	325,855	338,874
AUTOMATIC DATA PROCESSING INC	1,055	65,052	112,328
BB & T CORP	14,890	574,467	G66,280
BLACKROCK INC	840	255,898	351,968
CISCO SYS INC	18,080	406,881	582,357
CROWN CASTLE INTL CORP	4,615	388,864	500,451
ENBRIDGE INC	11,829	360,926	473,042
EXXON MOBIL CORP	5,035	428,901	384,322
HASBRO INC	3,335	131,685	327,664
HOME DÉPÉT NC	3,865	452,776	579,248
HONEYWELL INTERNATIONAL INC	4,190	535,699	579,351
ALL TOOL WORKS INC	1,305	148,297	179,451
JOHNSON & JOHNSON	4,460	394,344	590,370
JPMORGAN CHASE & CO	8,165	625,066	742,117
KIMBERLY CLARK CORP	1,250	122,226	154,113
LOCKHEED MARTIN CORP	1,835	264,627	500,391
LYONDELLBASELL NV CL-A	3,040	246,024	275,394
MAR9H & MCLENNAN COS INC	2,085	161,395	162,797
MAXIM INTEGRATED PRODUCTS INC	6,925	229,316	323,121
MC CORMICK AND CO NON VOTING	1,215	117,802	115,583
MEDTRONIC PLC SHS	3,425	214,442	276,124
MERCK & CO INC NEW COM	4,925	245,249	314,611
MICROSOFT CORP	11,500	399,688	859,855
NEXTERA ENERGY INC	4,580	426,318	886,326
PAYCHEX INC	7,265	330,158	414,323
PEPSICO INC NC	6,800	677,067	766,984
PFIZER INC	13,320	437,943	451,B14
PHILIP MORRIS INTLINC	3,715	378,353	434,395
PUBLIC STORAGE	540	108,418	\$10,884
REALTY INCOME CORP	2,895	174,526	166,636
SEMPRA ENERGY	2,690	300,600	317,232
TEXAS INSTRUMENTS	6,930	455,076	\$73,943
VALERO ENERGY OF DELA NEW	2,505	160,135	170,591
WCM FOCUSED INTERNATIONAL GROWTH FUND L.P.		9,393,439	11,749,114
WEC ENERGY GROUP INC COM	7,140	331,278	465,670
WILLIAMS CO INC	6,560	259,351	254,483
WCM FOCUSED INTERNATIONAL GROWTH FUND L.P.	\$,305	292,740	363,07Z

\$ 22,500,844 \$ 28,651,223

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NOLDINGS OF CERTAIN INVESTMENTS WERE DETERMINED TO SE PLAN ASSETS FOR FORM 5500 PL/RPOSES AND ARE SEPARATELY IDENTIFIED HERE BASED ON THE ALLOCATION OF UNDERLYING ASSETS PROVIDED BY THE INVESTMENT MANAGER, AS OF THE DATE OF THEIR LAYEST AUDITED FINANCIAL STATEMENTS.

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# SCHEDULE OF REAL ESTATE

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 4) - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE (b)	(c) - DESCRIPTION REAL ESTATE	(d)	(e)
ISSUER INVESTMENT PROPERTY - LOT 19 32-43 49TH AVENUE LONG	NO. OF SHARES	cas <u>t</u>	CURRENT
ISLAND CITY NY	-	\$ 1,025,665	\$1,485,000
		51,025,685	\$1,485,000

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# SCHEDULE OF COMMON/COLLECTIVE TRUST FUNDS

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE			
(b)	(c) - DESCRIPTION COMMON TRUST FUNDS	(8)	[e]
IS SUER	NO. OF SHARES		CURRENT VALUE
RUSSELL 2000 (R) INOX NL FUND	2,787	5 108,890	\$ 271,478
RUSSELL 2000 (R) INDX SL FUND	124,342	4,847,684	12,068,759
RUSSELL 1000 (R) GROWTH INDX NL FUND	249,525	7,567,953	20,316.860
		\$ <u>12,524,527</u>	\$ 32,656,117

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# SCHEDULE OF POOLED SEPARATE ACCOUNTS

# AUGUST 31, 2017

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# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE	(b)	(c) - DESCRIPTION POOLEO SEPARATE ACCOUNTS	POOLED	
PRUDENTIAL PRISA	ISSUER	UNITS 262	COST \$14,860,400	CURRENI VALUE \$15,045,248
			\$ <u>14,860,400</u>	\$ <u>15.045.248</u>

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# SCHEDULE OF REGISTERED INVESTMENT COMPANIES

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE (b)	(c) - DESCRIPTIÓN REGISTERED INVESTMENT COMPANIES	(d)	(e)
ISSVER	NO. OF SHARES 1,019,816	CO9T \$ <u>13,958,314</u>	CURRENT VALUE \$17,000,341
		\$ <u>13,958,314</u>	\$ 17.000,341

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# SCHEDULE RECONCILING THE STATEMENT OF NET ASSETS AVAILABLE FOR BENEFITS TO FORM 5500

# AUGUST 31, 2017

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	Per Financia) Statements														classification	Pe	r Form 5500
Assets																	
Investments					_												
Interest bearing cash	\$	4,917,984	\$	751,786	Ş	5,669,770											
U.S. government securities		23,216,098		-		23,216,098											
Corporate debt instruments		19,180,576		•		19,180,576											
Corporate stock		16,977,293		11,749,114		28.726,407											
Partnership/joint venture interests		12,321,954		(12,321,954)		-											
Real estate		1,485,000		-		1,485,000											
Common/collective trust funds		32,655,117		-		32,655,117											
Pooled separate accounts		15,045,248				15,045,248											
Registered investment companies		17,000,341		-		17,000,341											
Receivables		12,859,397		77.088		12,936,485											
Cash		3,342,465		-		3,342,465											
Other assets	_	168,682	_		_	<u>168,682</u>											
Total assets	_	159,170,155	_	256,034	_	159,426,189											
Liabilities																	
Operating payables		173,980		-		173,980											
Other liabilities	_	<u>1,60,250</u>	_	256,034	_	415,284											
Total liabilities	_	334,230	_	256,034	-	590,264											
Net assets available for benefits	\$	158,835,925	\$_		\$	158,835,925											

The Plan's holdings in various investments were determined to be plan assets for Form 5500 purposes. This schedule reconciles audited financial statement amounts, plus the Plan's share of amounts provided by the investment managers to the Form 5500 Schedule Hjamounts.

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# SCHEDULES OF INVESTMENT EXPENSES

# YEARS ENDED AUGUST 31, 2017 AND 2016

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	2017			2016		
Aberdeen Asset Management	\$	-	\$	838		
Building Appraisal Cost		1,330		-		
Bahl & Gaynor		61,487		65.0 <b>5</b> 3		
Bradford & Marzec		55.204		40,215		
Brandywine Global		-		42,468		
Lynch, Jones, & Ryan and other commission rebates		(1,508)		(870)		
Morgan Stanley Smith Barney		81,349		94,099		
Prodential Insurance		155,855		79,493		
State Street Global Advisors		6,278		14,155		
Weaver Barksdale		24,119		16,798		
Wedge Capital Management		14,739		49,346		
Wells Capital Management			_	<u> </u>		
Total investment expenses	\$	398,853	\$	402,472		

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# SCHEDULES OF ADMINISTRATIVE EXPENSES

# YEARS ENDED AUGUST 31, 2017 AND 2016

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	2017		2016		
Payroll	\$	257,770	s	251,408	
Payroll taxes		18,784		18.375	
Employee benefits		131,222		132,576	
Occupancy		60,613		50.674	
Office		31,090		34,446	
Printing		13,306		15,430	
Legal		262,809		210,508	
Accounting		49,375		45,200	
Payrol  audits		25,882		39,248	
Actuarial consulting		233,669		167,809	
Consulting		30,18B		27,128	
Computer		15,136		21,150	
Insurance		184,311		189,875	
Conferences and meetings	_	345		320	
Total administrative expenses	\$	1,314,420	5_	1,204,147	

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### SCHEDULE OF INTEREST BEARING CASH

### AUGUST 31, 2017

### EIN 51-6099111, PLAN NO. 002 FORM 5500. SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a)	(b)		CRIPTION CARING CASH		(1)		(a)
	ISSUER	INTEREST	MATURITY DATE	-	COST	4	CURRENT VALUE
·	MORGAN STANLEY BANK N.A.	VARIABLE	ON DEMAND	3	4,817,984	2	4,917,984
	WCN FOCUSED INTERNATIONAL GROWTH FUND L.P. INTEREST BEARING CASH	VARIABLE	ON DEMAND	_	751,786	_	751,786
				s_	5,669,779		5,669,770

* PARTY-IN-INTEREST

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HOLDINGS OF CERTAIN INVESTMENTS WERE DETERMINED TO BE PLAN ASSETS FOR FORM 55XX PURPOSES AND ARE SEPARATELY IDENTIFIED HERE SASED ON THE ALLOCATION OF UNDERLYING ASSETS PROVIDED BY THE INVESTMENT MANAGER, AS OF THE DATE OF THEIR LATEST AUDITED FINANCIAL STATEMENTS.

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# SCHEDULE OF U.S. GOVERNMENT SECURITIES

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(6)	(C	(c) - DESCRIPTION			(e)
	U.S. GOV	ERNMENT SE	CURITIES		
			PAR OR		
	INTEREST	MATURITY	MATURITY		CURRENT
155UER	RATE	DATE	VALUE	COST	VALUE
UNITED STATES TREASURY NOTE	1.25%	05/31/2019	\$ 1,038,881	\$ 1,037,694	
UNITED STATES TREASURY NOTE	1.63%	12/31/2019	1,535,052	1,516,759	1,506,910
UNITED STATES TREASURY NOTE	1.60%	05/15/20/20	250,453	250,371	260,656
UNITED STATES TREASURY NOTE	1.50%	07/16/2020	863,502	861,808	861,780
UNITED STATES TREASURY NOTE	1.63%	07/34)2020	255,430	251,621	251,398
FEDERAL NATIONAL MTG ASSN POOL 745529	5.50%	05/01/2021	34,059	36,783	35,639
UNITED STATES TREASURY NOTE-INFLATION INDEX	0.13%	04/15/2022	606,340	605,716	868,185
UNITED STATES TREASURY NOTE	1.68%	87/31/2022	2,750,087	2,745,982	
UNITED STATES TREASURY NOTE	2.13%	12/31/2022	314,388	303,510	305,366
UNITED STATES TREASURY NOTE	2.00%	05/31/2024	1,313,787	1,312,637	1,321,220
FNMA REMIC TRUST 2010-42 AC	4.00%	10/25/2024	38,900	40,285	30,410
GOVERNMENT NATIONAL MTG ASSN POOL 004787	4.50%	09/20/2025	183,120	\$75,863	
UNITED STATES TREASURY NOTE	2.38%	05/15/2027	504,448	502,383	
UNITED STATES TREASURY NOTE	2.25%	08/15/2027	1,364,899	1,363,641	1,364,284 306,362
FEDERAL NATIONAL MIG ASSN POOL AR8266	2.00%	04/01/2028	309,085	207,539	
FEDERAL NATIONAL MTG ASSN POOL NA1138	3.50%	07/01/2032 11/01/2033	14,155 112,953	15.245 117,489	
FEDERAL NATIONAL MTG ASSN POOL MA1652	3.50%	01/01/2034	317,669	354.027	361,957
FEDERAL NATIONAL MTG ASSN POOL 759093 FHLMC 20 YR GOLD C91816	5.50 % 3.50 %	03/01/2034	79,311	83,873	
FHLMC 20 YR GOLD CO1620	3.50%	03/01/2035	82,393	85,846	85,341
FHLMC 20 YR GOLD C91844	3.50%	09/01/2035	169,164	179,131	177,311
FEDERAL NATIONAL NTG ASSN POOL ASS/01	3.50%	02/01/2035	93,105	98,926	97,562
FHLMC 20 YR GOLD C91925	3.50%	03/09/2037	245,509	256,140	
FEDERAL NATIONAL MTG ASSN POOL MA0195	5.50 /	08/01/2039	60,089	63,393	64,655
FEDERAL NATIONAL MTG ASSN POOL MA0190	5.00%	09/01/2039	44,639	47,303	47,694
GOVERNMENT NATIONAL MTG ASSN POOL 737635	5.00%	08,20,2040	398,702	422,983	425,927
GOVERNMENT NATIONAL MTG ASSN POOL 100306	4.00%	08/20/2041	87,731	91,679	
GNMA REMIC TRUST 2014-54 A	2.50%	10/16/2041	28,597	29,621	•
FEDERAL NATIONAL MTG ASSN POOL MA0969	3.50%	01/01/2042	174,981	178,918	
FEDERAL NATIONAL MTG ASSN POOL AX5312	4.00%	01/01/2042	27,817	29,809	29,645
GOVERNMENT NATIONAL MTG ASSN POOL 774435	3.50%	07/20/2042	312,974	318,842	
GOVERNMENT NATIONAL MTG ASSN PODL 774439	3.50%	07/20/2042	277,858	263,066	269,989
FHLMC 30 YR GOLD T65091	3.00%	08/01/2042	379,049	366,730	361,596
FHLMC 30 YR GOLD U91884	3.00%	08/01/2043	591,290	505,149	595,542
FEDERAL NATIONAL MTG ASSN POOL AU5874	4,00%	05/01/2043	91,748	95,437	98,052
FHLMC 30 YR GOLD G08567	4.00%	01/01/2044	256,719	270,685	
FHLMC 30 YR GOLD Q26078	4.00%	05/01/2044	104,099	108,914	
FHLMC 30 YR GOLD Q26215	4.00%	05/01/2044	127,949	133,867	135,296
FEDERAL NATIONAL MORTGAGE ASSOC RELOCATION					
LOAN BC5090	4.00%	10001/2044	60,713	85,029	
FHLMC 30 YR GOLD G08623	3, 50%	01/01/2045	2,606,514	2,738,062	
FHLMC 30 YR GOLD Q33134	3.50%	04/01/2045	1,228,680	1,288,098	
FHLMC 30 YR GOLD V82155	4.00%	12/01/2045	417,518	647,987	
FHLMC 30 YR GOLD G08693	3 56 %	02:01:2045	398,935	943,801	932,278
FEDERAL NATIONAL MTG ASSN POOL AS7588	4.50%	07/01/2045	107,174	116,856	
FHLMC 30 YR GOLD G08720	4.50 %	02/01/2046	40,580	43,414	
FHLMC 30 YR GOLD G60703	4 00%	09/01/2046	231,468	248,719	
FEDERAL NATIONAL MTG ASSN POOL AS8142	4.00%	10001/2045	201,067	215,944	
FEDERAL NATIONAL MTG ASSN POOL AS8157	4.50%	10/01/2048	235,694	260,992	
FHLMC 30 YR GOLD G60857	4.06%	62(61/2047	184,723	184,537	
FMLMC 30 YR GOLD G08764	4.50%	05/01/2047	539,658	582,238 473,206	
UNITED STATES TREASURY BOND	3.00%	05(15/2047	477,184		
FHLMC 30 YR GOLD Q49553	4,00%	07/01/2847	90,879	\$5,\$04	

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# SCHEDULE OF U.S. GOVERNMENT SECURITIES

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT	<b>APPI</b>	1亡を自した
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(4)	(c) - DESCRIPTION U.S. GOVERNMENT SECURITIES			(b)	(a)
	INTEREST RATE	MATURITY DATE	PAR OR MATURITY VALUE	COST	CURRENT VALUE

\$<u>22,723,781</u> \$<u>23,244,161</u> \$<u>23,216,098</u>

# SCHEDULE OF CORPORATE DEBT INSTRUMENTS · PREFERRED

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 <u>FORM \$500, SCHEDULE H, LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR</u>

#### (a) NOT APPLICABLE

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(b)		:j - DESCRIPTIC TE DEBT IN911 PREFERRED	(d)	( <del>0</del> )	
	INTEREST	MATURITY	PAR OR MAJURITY		CURRENT
ISSUER	RATE	DATE	VALUE	COST	VALUE
BB&T CORP	1.35%	10/01/2017	\$ 100,000	3 99,938	\$ 100,000
TOYOTA MOTOR CREDIT CORP	2.1056	01/17/2019	100,000	99,915	100,759
SIMON PROPERTY GROUP LP	2.20%	02/01/2019	75,000	74,858	75,525
IBM CORP	1.95%	02/52/2018	100,000	99,759	100,500
CISCO SYSTEMS INC	2.13 %	03/01/2019	100,000	89,929	100,815
AETNA ING	2.20%	03/15/2019	70,000	69,830	70,415
ELI LILLY & CO	1.95%	03/15/2019	100,000	99,827	100,518
ROVAL BANK OF CANADA	2.15%	03/15/2019	70,000	69,973	70,604
GILEAD SCIENCES INC	2.05%	04/01/2019	70,000	69,870	70,382
BERKSHIRE HATHAWAY INC	2.10%	08/14/2019	100,000	90,991	100,920
PRUDENTIAL FINANCIAL INC	2.35%	03/15/2019	100,000	99,920	100,710
GM FINL AUTO LEASE TR 2018-1 B	2,59%	03120/2020	39,000	39,684	39,265
WOL5 2017-A A3	2.13%	04(15)2020	193,000	592,993	194.210
CHAIT 2015-AS A	1.35%	04(15/2020	\$00,000	499,571	499,860
HOME DEPOTINC	1.80%	08/05/2020	250,000	249,355	291,165
WALT DISNEY COMPANY/THE	1.80%	08/05/20/20	250,000	249,710	250,108
BANK OF MONTREAL	2.10%	06/15/2020 05/22/2020	500,000	499,955	502,310
JOHN DEERE CAPITAL CORP	1.95%		250,008 250,008	248,848 288,870	251,225 267,508
HERSHEY COMPANY	4.13%	12/01/2020 03/22/2021	123,000	288,670 122,984	123,403
AFIN 2018-2 B CCCIT 2017-A4 A4	2.11% 1.45%	04/07/2022	174,000	174,000	174,365
MANUF & TRADERS TRUST CO	2.60%	05/16/2022	250,000	249,650	252,318
	3.00%	06/26/2022	500,000	499,810	516,200
AMERICREDIT AUTO RECY 2018-4 C	2.41%	07/06/2022	60,000	59,775	60,285
AMCAR 17-1C	2.71%	08/18/2022	71,000	70,865	71,648
NALT 2017-A A4	2.04%	09/15/2022	204,000	203,899	204,389
DCENT 2017-A3 A3	1.48%	10/17/2022	131,000	131,000	131,241
HYUNDAI AUTO RECV TR 2015-B C	2.19%	11/15/2022	84,000	63,025	\$4,322
WELLS FARGO & COMPANY	3.07 4	01/24/2023	185,000	165,064	168,632
FORDO 15-C-C	1.93%	04/15(2023	134,000	133,320	133,613
BANK OF NY MELLON CORP	2.65%	05/16/2023	80,000	80,000	80,820
WORLD FIN NETWORK COMT 2016-C M	1.98%	08/15/2023	83.000	62,481	82,417
APPLE INC	3.00%	02/09/2024	110,000	109,952	113,079
BURLINGTN NORTH SANTA FE	3.75%	04/01/2024	70,000	69,771	75,950
GAMERON INTERNATIONAL CO	3,70%	06/15/2024	100,000	98,768	98,224
COMET 2015-A7 A7	1.74%	09/16/2024	157,000		158,232
TRESTATE GENERATION & TRANSMIS	8.70%	11/01/2024	80,000	30,176	83.273
UNION PACIFIC CORPORATION	3.25%	01/19/2025	100,000	<b>\$9,669</b>	103,017
WENNT 2016-A M	2.33%	04/15/2025	84,000	83,986 287,127	83,815 266,180
PNC BANK NA	3.25%	06/01/2025	250,000	\$1,113	200, 120 91,755
US AIRWAYS 2013-1A PTT	3.95% 4.00%	11(15/2025 04/11/2026	109,000 80,000	71,019	74,435
UNITED AIRLINES 2014-1 A PTT BANK OF NY MELLON CORP			425,000	423,491	422,624
WELLS FARSO & COMPANY	2 80 % 3.00%	05/04/2028 10/23/2026	25/3,000	249,423	247,176
MICROSOFT CORP	3.30%	02/08/2027	130,000	129,539	135,411
NSTAR ELECTRIC CO	3.20%	05/15/2027	48,000	45,965	47,225
NOVARTIS CAPITAL CORP	3.10%	05/17/2027	250,000	247,773	255,895
S9M HEALTH CARE	3.8235	08/01/2027	145,000	146,073	152,034
AMER AIRLINE 16-2 AA PT	3.20%	08/15/2028	250,000	243,500	245,835
MVWOT 2015-1A A	2.52%	12/20/2032	120,000	58,763	58,843
BBCCR 2015-GTP B	4.22%	08/10/2033	135,000	139,040	137,784
5BA 100098	3.33%	03/25/2038	500,000	291,477	297,197
SBA100500	3.56%	06/25/2038	500,000	377,589	382,093
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# SCHEDULE OF CORPORATE DEBT INSTRUMENTS - PREFERRED

### AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

#### (a) NOT APPLICABLE

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ISBUER	INTEREST RATE	MATURITY PATE	PAR OR MATURITY VALUE	COST	CURRENT VALUE
TRISTATE GENETRANS ASSN	4.70%	11/01/2044	45,000	46,330	46,462
MS BOFA ML TRUST 2012-C6 A-S	3.45%	11/17/2045	115,000	121,949	119,837
SHELL INTERNATIONAL FINANCE BY	4.00%	05/10/2048	52,000	51,083	52,834
KAISER FOUNDATION	4.15%	05/01/2047	100,000	09,051	107,576
COMM MTG TR 2014 CCRE17 B	4.38%	05/10/2047	78,000	81,233	82,078
SBA TOWER TRUST 2014-1-2 2C	3.87%	10/15/2049	90,000	80,000	92,541
USBAN 16-C32 AS	3.89%	12/15/2049	117,000	120,603	124,098
NY & PRESEYTERIAN HOSPITAL	4.08%	06/01/2055	\$0,000	79,997	81,759
SCRT 2017-2 MA	3,00%	06/25/2056	193,000	<u>196,174</u>	196,024
			\$ <u>10,047,000</u>	\$_9,659,435	s <u>9,768,705</u>

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# SCHEDULE OF CORPORATE DEBT INSTRUMENTS - OTHER

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

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(a) NOT APPLICABLE							
(6)		c) - DESCRIPTIC CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION CONTRACTION			(d)		(e)
	CORPORATE	DEBY INSTRUM		<u> </u>			
			PAR OR				
	INTEREST	MATURITY	MATURITY				URRENT
ISSUER	RATE	DATE	VALUE		COST		VALUE
NUCOR CORP	5.75%	12/01/2017	\$ 250,000		254,998	\$	252,460
RALPH LAUREN CORP	2.13%	09/26/2018	200,000	1	203,102		200,894
CRANE CO	2.75%	12/15/2018	100,000		99,966		101,093
BLACK HILLS CORP	2.50%	01/11/2019	70,000		69,914		10,455
BANK OF AMERICA CORP	2.60%	01/15/2019	100,000		100,279		101,015
GOLDMAN SACHS GROUP INC	7,50%	02/15/2019	250,000	1	274,698		289,825
XILINX INC	2,13%	03/15/2019	70,000		69,634		70,216
AMERICAN EXPRESS CREDIT	2,13%	03/18/2019	80,000		79,848		80,490
BUNTRUST BANKS INC	2.50%	05/01/2019	100,000		99,911		101,087
MATTEL INC	2.35%	05/06/2019	100,000		99,925		100,322
BP CAPITAL MARKETS PLC	2.24%	05/10/2018	75,000		75,000		75,655
CVS CAREMARK CORP	2.25%	08/12/2019	100,000		99,944		100,753
NEXTERA ENERGY CAPITAL	2.40%	09/16/2019	100,000		99,825		100,905
CONSOLIDATED EDISON INC	2 00%	03/15/2020	250,000	1	249,918		250,873
DOMINION ENERGY INC	2 58%	07/01/2020	75,000		76,017		75,718
BANK OF AMERICA CORP	2.15%	11/08/20/20	35,000		35,900		35,034
SANTANDER UK GROUP HLDGS	3.13%	01/08/2021	70,000		69,989		71,468
REGIONS FINANCIAL CORP	3.20%	02/06/2021	280,000		199,790		205,335
AMERICAN EXPRESS CREDIT	2 25%	06/06/2021	300,000		299,817		301,428
DISCOVER BANK	3.20%	06/09/2021	100,000		99,732		102.519
THE KROGER CO	2.95%	11/01/2021	100,000		98,968		101,785
ALABAMA POWER CO	2.45%	03/30/2022	250,000		249,785		252,636
CHARTER COMMUNICATIONS OPER	4.46%	07/23/2022	145,000		145,000		153,369
REGIONS FINANCIAL CORP	2.75%	08/14/2022	110,000		109,944		110,729
INTELEASE FINANCE CORP	5.68%	08/15/2022	100,000		113,750		113,091
ALABAMA POWER CO SER S	5.83%	12/01/2022	260,000		245,700		232,846
NEWMARKET CORP	4,10%	12/15/2022	50,000		61,919		82,679
ARES GAPITAL CORP	3.50%	02/10/2023	100,000		99,821		99,644
BANK OF AMERICA CORP	2.68%	0402402023	50,000		50,000		50,460
JPMORGAN CHASE & CO	2.78%	04/25/2023	190,000		190,000		191,571
ONEOK PARTNERS LP	5,00 /	09/15/2023	95,000		94,157		103,161
KINDER MORGAN INC DE	5.63%	1115/2023	70,000		77,153		78,024
FEDEX CORP	4.00%	01/15/2024	75,000		74,671		61,122
KINDER MORGAN ENERGY PARTNERS	4.15%	02/01/2024	100,004		102,638		103,794
AMERICAN TOWER CORP	5.00%	02/15/2024	95,000		106,954		105,546
JUNIPER NETWORKS INC	4,50%	03/15/2024	75,000		74,685		80,366
HOSPITALITY PROP TRUST	4.65%	03/15/2024	70,00		69,778		73,980
ROCKWELL COLLINS INC	3.20%	03/15/2024	50,000		49,850		50,891
CELGENE CORP	3.63%	05/19/2024	100,000		92,659		104,444
ENABLE MIDSTREAM PARTNER	3.90%	05/15/2024	85,000		75,418	•	85,139
PACIFIC GAS & ELECTRIC	3.40%	08/15/2024	100,000		99,925		104,782
CBS CORP	3.70%	08/15/2024	100,000		99,760		103,562
	4.00%	09/01/2024	55,000		55,630		56,456
TRINITY INDUSTRIES INC	4.55%	10/01/2024	45,000		42,985		45,588
CONCAST CORP	3.38%	02/15/2025	100.000		99,912		103,703
SHERWIN WILLIAM CO	3.45%	08/01/2025	55,000		55,608		\$6,035
HAWAIIAN AIRLINES 12-1A	3.90%	01/19/2028	125,000		101,232		103,985
		04/01/2025	55,000		55,054		58,712
HOLLYFRONTIER CORP	5.58% 3.40%	05/01/2025	250,000		249,485		252,220
CITIGROUP INC	4.50%	08/01/2026	95,000		99,201		99,038
EAGLE MATERIALS INC TELLA DIMERIA CELITICALE ME	3.15%	10/01/2026	110,000		103,580		101,171
TEVA PHARMACEUTICALS NE			50,000		49,916		48,918
FLOWERS FOODS INC	3,50%	10/01/2028			54,779		53,276
KITE RETY GROUP LP \$R GLBL	4.00%	10/01/2026	\$5,000 250 OB		249,853		
CITIGROUP INC	3.20%	10/21/2026	250,000		142,033		247,493

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# SCHEDULE OF CORPORATE DEBT INSTRUMENTS - OTHER

# AUGUST 31; 2017

### EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

#### (a) NOT APPLICABLE

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(6)		:) - DESCRIPTIO DEBT INSTRUME	(d)	(¤)	
159UER	INTEREST	MATURITY	PAR OR MATURITY VALUE	COST	CURRENT
GOLDMAN SACH GROUP INC	3.50%	11/16/2026	150,000	147,827	151,134
PLAINS ALL AMER PIPELINE	4.50%	12/15/2026	55,000	55,277	56,340
	5.50%	01/17/2027	45,000	44,321	46,940
FIBRIA OVERSEAS FINANCE	3.95%	02/15/2027	240,000	238,942	248,083
REXCEL CORP	3.95%	02/15/2027	85,000	84,582	<b>8</b> 8,185
HEXCEL CORP		03/01/2027	55,000	52,307	54,669
EXPRESS SCRIPTS HLDGS	2.40%	03/15/2027	110,000	109,844	113,040
RPM INTERNATIONAL INC	3.75%		55,000	54,822	56,773
PHYSICIANS RUTY LP SR NT	4.30%	03)15/2027			118,941
MERCURY GENERAL CORP	4.40%	03:15/2027	115,000	114,824	86,471
WYNDHAM WORLDWIDE CORP	4.50%	04/01/2027	85,000	84,809	
DOLLAR GENERAL CORP	3.86%	04(15/2027	250,000	249,815	261,280
CITIGROUP ING SRINT	3.89%	01/10/2028	105,000	104,859	108,437
JPMORGAN CHASE & CO	3.7尊%	62/01/2028	105,000	107,037	103,970
THE PRICELINE GROUP INC	3.55%	03/15/2028	105,080	104,914	105,975
MORGAN STANLEY	3.59%	07/22/2028	106,080	105,000	106,401
FORD MOTOR CO	6.38%	02/01/2029	250,000	265,516	294,485
AMERADA HE93 CORP	7.68%	10/01/2029	70,000	67,124	84,360
TORONTO-DOMINION BANK	3.63%	08/15/2031	105.000	104,770	105,203
ATET INC	4.90%	06/14/2637	120.000	120,049	521,229
ENBRIDGE ENERGY PARTNERS LP	7.50%	04/15/2038	80,0 <b>0</b> 0	97,650	101,999
TRANSATLANTIC HLOGS INC	8.00%	11/30/2039	75,000	96,757	102,661
SEA TOWER TRUST	3.60%	04/15/2043	30,000	30,638	30,014
MOTOROLA SOLUTIONS ING	9.50%	09/01/2044	80,000	80,994	82,054
ANMEUSER-BUSCH INBEV FIN	4.90%	02/01/2046	55,000	62,254	62,701
SYSCO CORPORATION	4.50%	04/01/2046	80,000	90,081	85,107
JPMBB COML MTG SEC 2014-C21 C	4.82%	05/16/2047	35,000	35,455	35,659
M9 BOFA ML TRUST 2016-C28 C	4.75%	01/15/2049	50,000	52,738	53,073
RABOBANK NEDERLAND CPN	11.00%	00/18/2057	85,000	114,408	97,86C
TRANSCANADA TRUST	5.30%	03/15/2077	100,000	100,000	103,016
		331312013			

\$ 9,070,000 \$ 9,272,318 \$ 9,411,671

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# SCHEDULE OF CORPORATE STOCK - PREFERRED

### AUGUST 31, 2017

# EIN 51-6099111; PLAN NO. 002 FORM 5500. SCHEDULE H. LINE 4I - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(b)	(c) - DESCRIPTION PREFERRED	(d)	(8)
ISSUER COBANK ACB 6.25% SER F	STOCK NO. OF 9HARE9 700	COST \$ <u>73 675</u>	CURRENT VALUE
		\$ <u>73,675</u>	\$ <u>75,184</u>

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### SCHEDULE OF CORPORATE STOCK - COMMON

### AUGUST 31, 2017

### EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

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#### (a) NOT APPLICABLE

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(b)	(c) • DESCRIPTION COMMON STOCK	(t)	(6)
ISSUER	NO. OF SHARES	COST	CURRENT VALUE
		<u>317,504</u>	5 465,850
	2,280 9,100	379,423	463,554
ASBOTT LABORATORIES ABBVIE INC COM	5,280	263,554	397,584
AIR PROD & CHEM INC	3,125	445,712	454,261
ALTRIA GROUP INC	7,205	289,663	455,797
AMGEN INC	1,895	325,855	335,874
AUTOMATIC DATA PROCESSING INC	1.055	65,052	112,326
BB & TCORP	14,630	874,487	686,280
BLACKROCK INC	840	255,896	351,968
CISCO SYS INC	18,080	405,391	582,357
CROWN CASTLE INTL CORP	4,515	386,864	500,451
ENBRIDGE INC	11,829	380,926	473,042
EXXON MOBIL CORP	5,035	428,901	384,322
HASBRO INC	3,385	181,885	327,684
HOME DEPOTINC	3,865	462,778	579,246
HONEYWELL INTERNATIONAL INC	4,190	536,899	579,351
ILL TOOL WORKS INC	1,305	148,297	179,451
JOHNSON & JOHNSON	4,460	394,344	590,370
JPMORGAN CHASE & CO	B,165	525,055	742,117
KIMBERLY CLARK CORP	1,260	122,225	154,113
LOCKHEED MARTIN CORP	1,835	264,827	560,391
LYONDELLBASELL NY CL-A	3,040	248,024	275,394
MARSH & MCLENNAN COS INC	2,085	101,395	162,797
MAXIM INTEGRATED PRODUCTS INC	6,925	229,310	323,121
NC CORMICK AND CO NON VOTING	1,215	117,802	115,583
MEDTRONIC PLC SH5	3,425	274,442	278,124
MERCK & CO INC NEW COM	4,925	245,248	814,511
MICROSOFT CORP	11,500	399,886	859,355
NEXTERA ENERGY INC	4,560	426,318	686,326
PAYCHEXING	7,265	330,158	414,323
PEPSICO INCINC	6,800	677,067	788,954
PFIZER INC	13,320	437,843	451,814
PHILIP MORRIS INTL INC	3,715	818,353	434,395
PUBLIC STORAGE	540	109,418	110,884
REALTY INCOME CORP	2,895	174,528	166,636
SEMPRA ENERGY	2,690	306,806	317,232
TEXAS INSTRUMENTS	6,930	455,076	\$73,943
VALERO ENERGY CP DELA NEW	2,505	160,135	170,591
WCM FOCUSED INTERNATIONAL GROWTH FUND L.P.	-	9,393,439	11,749,814
WEC ENERGY GROUP INC COM	7,140	331,278	465,870
WILLIAMS CO INC	<b>8,5</b> 00	269,351	254,483
WCM FOCUSED INTERNATIONAL GROWTH FUND L.P.	5,305	292,740	383,072

HOLD KIGS OF CERTAIN INVESTMENTS WERE DETERMINED TO BE PLAN ASSETS FOR FORM 5500 PURPOSES AND ARE SEPARATELY IDENTIFIED HERE BASED ON 1 HE ALLOCATION OF UNDERLYING ASSETS PROVIDED BY THE INVESTMENT MANAGER. AS OF THE DATE OF THEIR LATEST ALCITED F.MANG AL STATEMENTS.

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# SCHEDULE OF REAL ESTATE

# AUGUST 31, 2017

# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H. LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE (b)	(c) - DESCRIPTION REAL ESTATE	(0)	(e)
ISSUER	NO. OF SHARES	COST	CURRENT VALUE
INVESTMENT PROPERTY - LOT 19 32-43 49TH AVENUE LONG ISLAND CITY NY	-	\$1,025,685	\$ <u>1,485,000</u>
		\$1,025,665	\$ <u>1.485.000</u>

# SCHEDULE OF COMMON/COLLECTIVE TRUST FUNDS

# AUGUST 31, 2017

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# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE					
(b)	(c) - DESCRIPTION COMMON TRUST FUNDS		(a)		(e)
		•			CURRENT
ISSUER	NO. OF SMARES		COST		VALUE
RUSSELL 2000 (R) (NDX NE FUND	2,797	5	108,680	\$	271,478
RUSSELL 2000 (R) INDX SL FUND	124,342		4,847,684		12,086,759
RUSSELL 1000 (R) GROWTH INDXINE FUND	249,526	_	7.567.953	_	20,316,880
			47 574 557		97 885 317

\$<u>12,524.527</u> \$<u>32,695,117</u>

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# SCHEDULE OF POOLED SEPARATE ACCOUNTS

# AUGUST 31, 2017 💿 🗸

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# EIN 51-6099111, PLAN NO. 002 FORM \$500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE	(b)	(c) • DESCRIPTION POOLED SEPARATE ACCOUNTS	(¢}	(8)
PRUDENTIAL PRISA	ISSUER	UNITS 252	COST \$14,850,400	CURRENT VALUE \$ <u>15.045.228</u>
			\$14,850,400	\$ <u>15.045.348</u>

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# SCHEDULE OF REGISTERED INVESTMENT COMPANIES

# AUGUST 31, 2017

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# EIN 51-6099111, PLAN NO. 002 FORM 5500, SCHEDULE H, LINE 41 - ASSETS HELD FOR INVESTMENT PURPOSES AT END OF YEAR

(a) NOT APPLICABLE [0]	(a) - DESCRIPTION REGISTERED INVESTMENT COMPANIES	(a)	(9)
ISSUER LAZARD GLB LSTD INFR PTF INST	NO. OF SHARES \$,019,816	COST \$ 13.968,314	CURRENT VALUE \$ 17,000,341
		s <u>13,968,314</u>	\$ <u>17,000,341</u>

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# <u>Rebabilitation Plan</u>

# Background on the Pension Fund

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Local 807 Labor-Management Pension Fund (the "Fund" or the "Plan") covers Teamsters in a variety of industries including, but not limited to wholesale building supply distributors, compressed gas distributors, exposition facilitators, and public warehouse/distribution companies. The signatory companies in many of these industries have experienced declines in workforce forcing bankruptcies due to non-union. competition, deregulation of the trucking industry, the economic condition of the country, downturn in construction in the greater New York City area, improvements of technology and outsourcing of jobs. For year ending August 31, 1993, active work for which employers made contributions to the Fund was 3,749,000 hours. That number declined to 1,546,363 hours by year ending August 31, 2010. As of August 31, 1993, the Fund had 2,120 active participants, 1,116 inactive vested participants and 4,050 pensioners and beneficiaries, a ratio of 2.44 nonactive participants for every 1 active participant. By August 31, 2010, there were only 900 active participants, 1,026 inactive vested participants and 3,337 pensioners and beneficiaries resulting in a ratio of 4.85 nonactive participants for every 1 active participant. There have been a significant number of bankruptcies and withdrawals of contributing companies to the Fund. The ratio of actives to inactive participants declined further in the Plan Year commencing September 1, 2010 due to the downturn of the United States economy and the slumping building industry in the New York City area.

The Fund's covered population also has aged over the years. The average age of active employees at the beginning of 2002 was 45.0 years old; that average grew to 49.1 years old in 2010. The average pensioner was 72.3 years old in 2002 and it was 74.9 years old in 2010. This leads to a smaller and older workforce generating employer contributions to the Pension Fund for a shorter period of time to provide lifetime monthly benefits to pensioners and beneficiaries who are living longer.

Due to the recent stock market volatility, the Fund has experienced lower investment returns than usual. For the ten years ended August 31, 2002, the Fund had a five year average investment return of 3.54% and a ten year average investment return of 6.55%. For the ten years ended August 31, 2010, the Fund had a five year average investment return of -0.86% and a ten year average investment return of -0.46%. In 2009 alone, the Fund experienced a negative 18.32% return resulting in a loss of more than \$45,000,000.

The Trustees have sought to address these issues over recent years. To deal with the impact of the investment losses and other detrimental factors, the Trustees recommended that the bargaining parties obtain additional contributions into the Fund. Over the past five years, for example, the Pension Fund contribution rates for all contributing Employers increased by an average of 6.5% per year. The Trustees also amended the Plan

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in September, 2001 to cap the accrual rate at the \$4,315 contribution rate. In 2010, the Trustees adopted a career average method of calculating future accruals, equating such accruals on a more reasonable basis to contributions, all in an effort to better fund the Ptan.

The significant investment loss of 2008, coupled with the cash flow issues related to the reduction in active participants, has led the Fund to a position of possible insolvency, or at best, a significantly longer period of time to emerge from Critical Status than required by ERISA § 305.

# Rebabilitation Plan Development

Section 305 of the Employee Retirement Income Security Act (ERISA) and Section 432 of the Internal Revenue Code (IRC), as added by the Pension Protection Act of 2006 ("PPA"), require the Trustees of a multicmployer pension fund that has been certified by its actuary as being in Critical Status (also known as the "Red Zone") to develop a Rehabilitation Plan. Generally, the Rehabilitation Plan should enable a fund to cease to be in Critical Status by the end of the Rehabilitation Period. However, if the Trustees determine, based upon the exhaustion of all reasonable measures that a fund cannot reasonably be expected to emerge by the end of the Rehabilitation Period, the Rehabilitation Plan should be designed to enable the fund to cease to be in Critical Status at a later date if possible, or to forestall possible insolvency. The Rehabilitation Plan must be based on reasonably anticipated experience and on reasonable actuarial assumptions, and may adopt such reasonable measures as the Trustees deem necessary.

On November 29, 2010, the Fund was certified by its actuaries to be in Critical Status for the Plan Year beginning September I, 2010. As required by law, the Board of Trustees forwarded a Notice of Critical Status ("Notice") to the Teamsters Local Union No. 807. (the "Union") and the employers contributing to the Fund ("Employers") (referred to collectively as the "bargaining parties"), participants, beneficiaries, the Pension Benefit Guaranty Corporation and the Department of Labor. The Notice advised that (1) the Fundis in Critical Status for the 2010 Plan Year; (2) all of the adjustable benefits supported under the Pian could be eliminated or reduced pursuant to a Rehabilitation Plan; (3) any reductions pursuant to the Rehabilitation Plan would apply only to participants and beneficiaries whose benefit commencement date is after December 27, 2010; and (4) Employers are obligated to pay a 5% contribution surcharge to the Fund, for work performed on and after January 26, 2011. The 5% surcharge will increase to 10% beginning with contributions received on or after September 1, 2011 and will continue until the earlier of (1) the date the Fund emerges from Critical Status; (2) the effective date of a collective bargaining agreement ("CBA") that is in compliance with this Rehabilitation Plan; or (3) the date the contribution increases described below become effective with respect to an Employer because the bargaining parties fail to adopt a CBA. in compliance with the Rehabilitation Plan within the time period required by Section 305(e)(C)(ii) of ERISA. The surcharges will continue until the CBA is signed, and the required increase in contributions will be retroactive to the date the CBA is effective.

The schedule of contribution increases and benefit reductions attached to this Rehabilitation Plan (Schedule "A") and embodied herein will be provided to the bargaining parties no later than the thirtieth day after the Board of Trustees adopt this Rehabilitation Plan. Any new CBA entered into by the bargaining parties or any other agreement calling for participation in the Fund after it is so provided must reflect the terms of the most recently issued Schedule A. If the bargaining parties cannot reach an agreement concerning the adoption of Schedule A, Schedule A is to be treated as the Default Schedule and will become effective on the date specified in ERISA Section 305(c)(3)(C)(ii). In the case of an Employer that contributes to the Fund only with respect to employees not covered by a CBA, that Employer's agreement with the Fund providing for contributions to the Fund will be treated as a CBA that expires on August 31, 2011.

The Board of Trustees will review the Fund's Rehabilitation Plan annually and will update the Rehabilitation Plan as required by law. In addition, the Board of Trustees will continue to consider all options available to the Fund, including but not limited to reducing Fund expenditures, taking advantage of any changes in law, or exploring a merger with another plan. The Board of Trustees has the sole discretion to amend and construe this Rehabilitation Plan.

This Rehabilitation Plan:

specifies the Rehabilitation Period;

 describes alternatives the Trustees considered when preparing the Rehabilitation Plan;

3. explains why the Trustees concluded that there are no reasonable measures that would enable the Plan to emerge from Critical Status in the time frame prescribed by ERISA § 305;

4. includes remedies and a schedule of benefits and contributions (Schedule A) that are projected to enable the Fund to postpone the projected date of insolvency and/or cause the Fund to emerge from Critical Status;

5. explains that the Default Schedule will be put into effect automatically if the bargaining parties do not agree on an acceptable schedule in a timely manner; and

6. sets out the annual standard to be achieved under the Rehabilitation Plan and explains that the Rehabilitation Plan will be updated from time to time.

# Rehabilitation Period

The Fund's Rehabilitation Period is the 24 year period beginning on September 1, 2013 and ending on August 31, 2037.

# **Rehabilitetion Plan Stendard**

The Fund's Board of Trustees has determined that based on reasonable actuarial assumptions, and upon exhaustion of all reasonable measures, the Fund cannot be reasonably expected to emerge from Critical Status within the time frame prescribed by ERISA § 305 (the "Prescribed Period"). Accordingly, pursuant to ERISA Section 305(c)(3)(A)(ii), the Board of Trustees is adopting reasonable measures in this Rehabilitation Plan to forestall insolvency (as defined by ERISA Section 4245) and/or emerge from Critical Status over a projected period of time.

The Board of Trustees considered a number of actions, options, and alternatives that might permit the Fund to emerge from Critical Status by the end of the Prescribed Period. The Trustees have determined the remedies necessary for such a result as being unreasonable measures that would be untenable or counter productive and adverse to the Fund and its participants. The remedies considered included the following:

- The Fund's actuary projected that if there were no changes to the Plan's current schedule of benefits, Employers would need to increase their current contribution rates by at least 27.5% per year for the next ten years to emerge from Critical Status by September 1, 2023. This means the current \$4.7065 average hourly contribution rate would need to increase to an average contribution rate of \$53.43 per hour.
- The Fand's actuary projected that if future accrual rates are reduced to the minimum level atlowed by law in a default schedule (the equivalent of 1% of contributions), all adjustable benefits are eliminated and all future contribution increases are supplemental (meaning that the increased rates do not increase the future credit multiplier in the Plan), Employers would need to increase their current contribution rates by at least 21.5% per year, compounded each year, from the start of the next collective bargaining agreement through September 1, 2023 to emerge from critical status. This means the current \$4,7065 average contribution rate would need to increase to an average of \$33.00 per hour.

The Trustees concluded that there are no reasonable measures that will enable the Plan to emerge from Critical Status in the Prescribed Period for the following reasons:

- The Trustees noted that the final contribution rates needed to emerge from critical status by September 1, 2023 were more than the current hourly wage rates for the majority of the participants in this Fund. Even higher final rates would be needed to emerge from critical status at a later date.
- The Trustees noted that a complete freeze of future benefit-accruals would provide little incentive for participants to support contribution rate increases, especially since those increases would need to be financed by reductions in health fund contributions and wages.
- The Trustees noted the financial pressure on current contributing Employers, and how any significant increases in future contributions would put the operation of these companies in question, thus jeopardizing the future contribution source of

the Fund. Significant increases would likely result in withdrawals of contributing Employers requiring oven larger and more unreasonable contribution rate increases from any remaining contributing Employers to enable the Plan to emerge from Critical Status.

# Trustee-Approved Rebabilitation Plan Remedies

The Board of Trustees concluded that annual contribution rate increases in excess of those called for under Schedule A were not reasonable and could trigger a mass withdrawal and significant losses to the Fond and its participants. Therefore, the Trustees concluded that contributions required to ever emerge from Critical Status within the time frame prescribed by ERISA would be unreasonable and the Rehabilitation Plan could only reasonably be expected to forestall insolvency or emerge from Critical Status over a much looger period of time. Based on this, the Trustees have adopted the following reasonable measures to forestall insolvency, and/or eventually emerge from Critical Status given the financial condition of the various industries in which the contributing employers are engaged and the need to maintain active participant support for the Plan.

# Schedule of Contribution Rate Increases and Benefit Changes

# Contribution Rate Increases for Contributing Employers

Contribution rate increases of 45 cents per hour per year will be required for any collective bargaining agreement that becomes effective after September 1, 2011. All increases in hourly rates will be supplemental after September 1, 2011, and therefore will not cause any increase in future service accruals, except as provided herein.

The impact of these increases in contribution rates will be evaluated annually and will be adjusted based on the financial conditions of the signatory employers and experience of the Fund.

Collective bargaining agreements between the union and contributing employers that are agreed to after September 1, 2011 will not be accepted by the Trustees unless they include terms consistent with this Schedule.

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# Benefit Changes for Active Participants

The accrual rate as defined in Article iII of the Plan Document after February 1, 2012 will be the lesser of 1% of the product of (a) the number of hours for which contributions are due on behalf of the participant in a Plan Credit Year and (b) the contribution rate in effect for his employer prior to its first contribution increase on or after September 1, 2011 (regardless of surcharges) or the accrual rate under the plan as of September 1, 2011.

Non-protected and adjustable benefits for all participants and whose annuity starting date is on or after September 1, 2011, are eliminated as follows:

1. Those retiring on an Early Retirement Pension shall have their benefits reduced in accordance with Schedule B attached to this Rehabilitation Plan eliminating all subsidies previously afforded.

All Service Pensions will no longer be available.

The 60-month guarantee will no longer apply.

4. Actuarial reduction for a Joint and Survivor Pension will reflect the elimination of the 60-month guarantee. The Joint and Survivor Factors set forth in Schedule C attached to this Rehabilitation Plan will apply.

5. All future contribution increases after September 1, 2011 will not be used towards the calculation of any future accruals.

6. The Disability Pension will not be payable to anyone who has an Annuity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.

7. The Death Benefit provided in Section 3.19 of the Plan.

 Eliminate the Social Security Level Income Option pursuant to Section 3.17 of the Plan.

# Benefit Changes for Non-active Participants

Notwithstanding any other terms of this Rehabilitation Plan or the Schedules provided under it, the benefits of retired participants whose annuity starting date was before September 1, 2011 will not be eliminated or reduced, regardless of a subsequent resumption of Covered Employment.

Participants who have terminated (or will terminate) covered service or whose annuity starting date is on or after September 1, 2011, will have their benefits reduced in

accordance with the benefit changes described in this Rehabilitation Plan, effective as of the earliest date permitted after the provision of legally required advance notice.

The benefits of a beneficiary (e.g. surviving spouse) or of an Alternate Payee under a QDRO will be determined on the same basis as those of the participant under this Rebabilitation Plan.

# **Reciprocal Pension Benefits**

To the extent that a participant's pension benefit is greater than what is provided under the terms of this Rehabilitation Plan as a result of the impact from an existing reciprocal agreement, that agreement is deemed to be amended by the terms of this Rehabilitation Plan such that no benefit paid to a participant by this Fund is greater than the benefits prescribed herein.

# Adoption and Automatic Implementation of Schedule A

Consistent with Section 305(c)(7) of ERISA, if a collective bargaining agreement providing for contributions to the Fund that was in effect on September 1, 2011 expires and after receiving the Rehabilitation Plan Schedule, the bargaining parties fail to adopt contribution terms consistent with the Rehabilitation Plan, Schedule A and its contribution provisions will be implemented automatically as the default schedule180 days after the date on which the collective bargaining agreement expires. Any CBA that expired prior to September 1, 2011 and has not been renewed with a successor agreement, will be considered expired as of September 1, 2011 for the sake of this paragraph.

# Automatic Employer Surcharges

Pursuant to Section 305(e)(7) of ERISA, each employer otherwise obligated to make contributions in the initial critical year shall be obligated to pay to the Plan a surcharge equal to 5 percent (5%) of contributions otherwise required under the applicable CBA. Beginning with contributions received on or after September 1, 2011 and for each succeeding plan year in which the Plan is in critical status, the surcharge shall be 10 percent (10%) of the contributions.

The surcharges will continue until the earlier of (1) the date the Fund emerges from Critical Status; (2) the effective date of a CBA that is in compliance with this Rehabilitation Plan; or (3) the date the contribution increases provided herein become effective with respect to an Employer because the bargaining parties fail to adopt a CBA in compliance with the Rehabilitation Plan within the time period required by Section 305(c)(C)(ii) of ERISA. The surcharges will continue until the CBA is signed, and the required increase in contributions will be retroactive to the date the CBA is effective.

The surcharge under this paragraph shall not apply to an employer until 30 days after the employer has been notified that the Plan is in critical status and that the surcharge is in effect. Notwithstanding any provision of the Plan to the contrary, the amount of any

surcharge under this paragraph shall not be the basis for any benefit accrual under the Plan.

The surcharges are due and payable on the same schedule as contributions. Any failure to make a surcharge payment shall be treated as a definquent contribution under Section 1145 of ERISA.

# Annual Standards for Meeting the Rehabilitation Requirements

Based on reasonable assumptions, and implementation of the provisions of Schedule A hereof, the Fund is projected to emerge from critical status by September 1, 2037. The Trustees recognize the possibility that actual experience could be less favorable on an annual basis than the reasonable assumptions used for the Rehabilitation Plan. Therefore, the Trustees are establishing the following annual standards:

Determination for Year	Projected Credit Balance	
Ending August 31	(in millions)	
2014	j \$43	
2015	21	
2016	-3	
2017	-3	
2018	-52	
2019	-78	
2020	-106	
2021	-]34	
2022	-144	
2023	-148	
2024	-151	
2025	-154	
2026	-150	
2027	-143	
2028	-134	
2029	-128	
2030	-119	
2031	-110	
2032	-99	
2033	-87	
2034	-73	
2035	-57	
2036	-40	
2037	-21	
2038	0	

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# Restrictions on Plan Changes While in Critical Status

While the Plan is in Critical Status the following shall apply: (1) A CBA cannot be accepted that adversely affects the Plan's funding status; (2) Amendments cannot be passed that are inconsistent with the Rehabilitation Plan; (3) Amendments cannot be passed that increase benefits, unless they are paid for with contributions not required by the Rehabilitation Plan; (4) Amendments cannot be passed that increase the liabilities of the Plan, unless required by law; (5) The Plan cannot pay benefits such as lump sums or Social Security level-income options and (6) no annuity purchases can be made (small hump sum distributions permitted if consistent with the Plan).

# Annual Updating of Rehabilitation Plan

Each year the Fond's actuary will review and certify the status of the Fund onder applicable ERISA and IRC funding rules and, starting with the 2013 plan year, whether the Fund is making the scheduled progress in meeting the requirements of the Rehabilitation Plan. If it is determined that it is necessary in light of updated information, the Trustees will revise the Rehabilitation Plan and present updated schedules to the bargaining parties. Notwithstanding subsequent changes in heaefit and contribution schedules, a schedule provided by the Trustees and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement. However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with the schedule in effect at the time of the renewal or extension.

# SCREDULE A

# <u>Contribution Increases</u>

\$.45 per hour in each contract year.

# Future Benefit Accruals

The accrual rate as defined in Article III of the Plan Document after February 1, 2012 will be the lesser of 1% of the product of (a) the number of hours for which contributions are due on behalf of a participant in a Plan Credit Year and (b) the contribution rate in effect for his employer prior to its first contribution increase (regardless of surcharges) on or after September 1, 2011 required to be made with respect to a participant or the accrual rate under the Plan as of September 1, 2011.

# 3. Adjustable Benefits

- Those retiring before Early Retirement Pension shall have their benefits reduced in accordance with Schedule B attached to this Rehabilitation Plan eliminating all subsidies previously afforded.
- All Service Pensions will no longer be available.
- The 60-month guarantee will no longer apply.
- Actuarial reduction for a Joint and Survivor Pension will reflect the elimination of the 60-month guarantee. The Joint and Survivor Factors set forth in Schedule C attached to this Rehabilitation Plan will apply.
- All future contribution increases after September 1, 2011 will not be used towards the calculation of any future secruals.
- The Disability Pension will not be payable to anyone who has an Annaity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.
- The Death Benefit provided in Section 3.19 of the Plan.
- The Social Security Level Income Option pursuant to Section 3.17 of the Plan is eliminated.

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# SCHEDULE B

# Early Retirement Factors for Rehabilitation Plan

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Early retirement benefit is calculated by multiplying the Regular Pension benefit by the factor below corresponding with the age of a participant at Early Retirement date.

Age	Factor
55	36.59%
56	40.12%
57	44.07%
58	48.48%
59	53.43%
60	58.99%
61	<b>6</b> 5.2 <b>6%</b>
62	72.35%
63	80.39%
64	89.54%

Note: Reductions for fractional ages are interpolated based on the above.

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# SCHEDULE C

# J&S Factors for Rehabilitation Plan

50% joint and survivor:

88% plus 0.4% for each full year that the spouse's age is greater than the Participant's age or minus 0.4% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

75% joint and survivor:

83% plus 0.5% for each full year that the spouse's age is greater than the Participant's age or minus 0.5% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

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#### First Amended Rehabilitation Plan

#### Background on the Pension Fund

Local 807 Labor-Management Pension Fund (the "Fund" or the "Plan") covers Teamsters. in a variety of industries including, but not limited to wholesale building supply distributors, compressed gas distributors, exposition facilitators, and public warehouse/distribution companies. The signatory companies in many of these influstries have experienced declines in workforce forcing bankruptcies due to non-union competition, deregulation of the trucking industry, the economic condition of the country, downtum in construction in the greater New York City area, improvements of technology and outsourcing of jobs. For year ending August 31, 1993, active work for which employers made contributions to the Fund was 3,749,000 hours. That number declined to 1,546,363 hours by year ending August 31, 2010. As of August 31, 1993, the Fund had 2,120 active participants, 1,116 inactive vested participants and 4,050 pensioners and beneficiaries, a ratio of 2.44 nonactive participants for every 1 active participant. By August 31, 2010, there were only 900 active participants, 1,025 inactive vested participants and 3,337 pensioners and beneficiaries resulting in a ratio of 4.85 nonactive participants for every 1 active participant. There have been a significant number of bankruptcies and withdrawals of contributing companies to the Fund. The ratio of actives to inactive participants declined further in the Plan Year commencing September 1, 2010 due to the downturn of the United States comomy and the slumping building industry in the New York City area.

The Fund's covered population also has aged over the years. The average age of active employees at the beginning of 2002 was 45.0 years old; that average grew to 49.1 years old in 2010. The average pensioner was 72.3 years old in 2002 and it was 74.9 years old in 2010. This leads to a smaller and older workforce generating employer contributions to the Pension Fund for a shorter period of time to provide lifetime monthly benefits to pensioners and beneficiaries who are living longer.

Due to the recent stock market volatility, the Fund has experienced lower investment returns than usual. For the ten years ended August 31, 2002, the Fund had a five year average investment return of 3.54% and a ten year average investment return of 6.55%. For the ten years ended August 31, 2010, the Fund had a five year average investment return of -0.86% and a ten year average investment return of -0.46%. In 2009 alone, the Fund experienced a negative 18.32% return resulting in a loss of more than \$45,000,000.

The Trustees have sought to address these issues over recent years. To deal with the impact of the investment losses and other detrimental factors, the Trustees recommended that the bargaining parties obtain additional contributions into the Fund. Over the past five years, for example, the Pension Fund contribution rates for all contributing Employers increased by an average of 6.5% per year. The Trustees also amended the Plan

in September, 2001 to cap the accrual rate at the \$4.315 contribution rate. In 2010, the Trustees adopted a career average method of calculating future accruals, equating such accruals on a more reasonable basis to contributions, all in an effort to better fund the Plan.

The significant investment loss of 2008, coupled with the cash flow issues related to the reduction in active participants, has led the Fund to a position of possible insolvency, or at best, a significantly longer period of time to emerge from Critical Status than required by ERISA § 305.

#### Rehabilitation Plan Development

Section 305 of the Employee Retirement income Security Act (ERISA) and Section 432 of the Internal Revenue Code (IRC), as added by the Pension Protection Act of 2006 ("PPA"), require the Trustees of a multiciployer pension fund that has been certified by its actuary as being in Critical Status (also known as the "Red Zone") to develop a Rehabilitation Plan. Generally, the Rehabilitation Plan should enable a fund to cease to be in Critical Status by the end of the Rehabilitation Period. However, if the Trustees determine, based upon the exhaustion of all reasonable measures that a fund cannot reasonably be expected to emerge by the end of the Rehabilitation Period, the Rehabilitation Plan should be designed to enable the fund to cease to be in Critical Status at a later date if possible, or to forestall possible insolvency. The Rehabilitation Plan must be hased on reasonably anticipated experience and on reasonable actuarial assumptions, and may adopt such reasonable measures as the Trustees deem necessary.

On November 29, 2010, the Fund was certified by its actuatics to be in Critical Status for the Plan Year beginning September 3, 2010. As required by law, the Board of Trustees forwarded a Notice of Critical Status ("Notice") to the Teamsters Local Union No. 807. (the "Cnion") and the employers contributing to the Fund ("Employers") (referred to collectively as the "bargaining parties"), participants, beneficiaries, the Pension Benefit Guaranty Corporation and the Department of Labor. The Notice advised that (1) the Fundis in Critical Status for the 2010 Plan Year; (2) all of the adjustable benefits supported under the Plan could be eliminated or reduced pursuant to a Rehabilitation Plan; (3) any reductions pursuant to the Rehabilitation Plan would apply only to participants and beneficiaries whose benefit commencement date is after December 27, 2010; and (4) Employers are obligated to pay a 5% contribution surcharge to the Fund, for work performed on and after January 26, 2011. The 5% surcharge will increase to 10% beginning with contributions received on or after September 1, 2011 and will continue until the earlier of (1) the date the Fund emerges from Critical Status; (2) the effective date of a collective bargaining agreement ("CBA") that is in compliance with this Rehabilitation Plan; or (3) the date the contribution increases described below become effective with respect to an Employer because the bargaining parties fail to adopt a CBA. in compliance with the Rehabilitation Plan within the time period required by Section 305(e)(C)(ii) of ERISA. The surcharges will continue until the CBA is signed, and the required increase in contributions will be retroactive to the date the CBA is effective.

The schedule of contribution increases and benefit reductions attached to this Rehabilitation Plan (Schedule "A") and embodied herein will be provided to the bargaining parties no later than the thirtieth day after the Board of Trustees adopt this Rehabilitation Plan. Any new CBA catered into by the bargaining parties or any other agreement calling for participation in the Fund after it is so provided must reflect the terms of the most recently issued Schedule A. If the bargaining parties cannot reach an agreement concerning the adoption of Schedule A, Schedule A is to be treated as the Default Schedule and will become effective on the date specified in ERISA Section 305(e)(3)(C)(ii). In the case of an Employer that contributes to the Fund only with respect to employees not covered by a CBA, that Employer's agreement with the Fund providing for contributions to the Fund will be treated as a CBA that expires on August 31, 2011.

The Board of Trustees will review the Fund's Rehabilitation Plan annually and will update the Rehabilitation Plan as required by law. In addition, the Board of Trustees will continue to consider all options available to the Fund, including but not limited to reducing Fund expenditures, taking advantage of any changes in law, or exploring a merger with another plan. The Board of Trustees has the sole discretion to amend and construe this Rehabilitation Plan.

This Renabilitation Plan:

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specifies the Rehabilitation Period;

describes alternatives the Trustees considered when preparing the Rohabilitation Plan;

 explains why the Trustees concluded that there are no reasonable measures that would enable the Plan to emerge from Critical Status in the time frame prescribed by ERISA § 305;

4. includes remedies and a schedule of benefits and contributions (Schedule A) that are projected to enable the Fund to postpone the projected date of insolvency and/or cause the Fund to emerge from Critical Status;

5. explains that the Default Schedule will be put into effect automatically if the bargaining parties do not agree on an acceptable schedule in a timely manner; and

6. sets out the annual standard to be achieved under the Rehabilitation Plan and explains that the Rehabilitation Plan will be updated from time to time.

#### Rehabilitation Period

The Fund's Rehabilitation Period is the 35 year period beginning on September 1, 2013 and ending on August 31, 2048.

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#### Rehabilitation Plan Standard

The Fund's Board of Trustees has determined that based on reasonable actuarial assumptions, and upon exhaustion of all reasonable measures, the Fund cannot be reasonably expected to emerge from Critical Status within the time frame prescribed by ERISA § 305 (the "Prescribed Period"). Accordingly, persuant to ERISA Section 305(e)(3)(A)(ii), the Board of Trustees is adopting reasonable measures in this Rchabilitation Plan to forestall insolvency (as defined by ERISA Section 4245) and/or emerge from Critical Status over a projected period of time.

The Board of Trustees considered a number of actions, options, and alternatives that might permit the Fund to emerge from Critical Status by the end of the Prescribed Period. The Trustees have determined the remedies necessary for such a result as being unreasonable measures that would be unrenable or counter productive and adverse to the Fund and its participants. The remedies considered included the following:

- The Fund's actuary projected that if there were no changes to the Plan's current schedule of benefits, Employers would need to increase their current contribution rates by at least 27.5% per year for the next ten years to emerge from Critical Status by September 1, 2023. This means the current \$4.7065 average hourly contribution rate would need to increase to an average contribution rate of \$53.43 per hour.
- The Fund's actuary projected that if future accrual rates are reduced to the minimum level allowed by law in a default schedule (the equivalent of 1% of contributions), all adjustable benefits are eliminated and all future contribution increases are supplemental (meaning that the increased rates do not increase the future credit multiplier in the Plan), Employers would need to increase their current contribution rates by at least 21.5% per year, compounded each year, from the start of the next collective bargaining agreement through September 1, 2023 to emerge from critical status. This means the current \$4.7065 average contribution rate would need to increase to an average of \$33.00 per hour.

The Trustees concluded that there are no reasonable measures that will enable the Plan to emerge from Critical Status in the Prescribed Period for the following reasons:

- The Trustees noted that the final contribution rates needed to emerge from critical status by September 1, 2023 were more than the current hourly wage rates for the majority of the participants in this Fund. Even higher final rates would be needed to emerge from critical status at a later date.
- The Trustees noted that a complete freeze of future henefit accruals would provide little incentive for participants to support contribution rate increases, especially since those increases would need to be financed by reductions in health fund contributions and wages.
- The Trustees noted the financial pressure on current contributing Employers, and how any significant increases in lature contributions would put the operation of these companies in question, thus jeopardizing the future contribution source of

the Fund. Significant increases would likely result in withdrawals of contributing Employers requiring even targer and more unreasonable contribution rate increases from any remaining contributing Employers to enable the Plan to emerge from Critical Status.

#### Trustee-Approved Rehabilitation Plan Remedies

The Board of Trustees concluded that annual contribution rate increases in excess of those called for ander Schedule A were not reasonable and could trigger a mass withdrawal and significant losses to the Fund and its participants. Therefore, the Trustees concluded that contributions required to ever emerge from Critical Status within the time frame prescribed by RRISA would be unreasonable and the Rehabilitation Plan could only reasonably be expected to forestall insolvency or emerge from Critical Status over a nuch longer period of time. Based on this, the Trustees have adopted the following reasonable measures to forestall insolvency, and/or eventually emerge from Critical Status given the Trustees have determined to be the most the Fund can reasonably take given the financial condition of the various industries in which the contributing employers are engaged and the need to maintain active participant support for the Plan.

#### Schedule of Contribution Rate Increases and Benefit Changes

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#### Contribution Rate Increases for Contributing Employers

Contribution rate increases of 45 cents per hour per year will be required for any collective bargaining agreement that becomes effective after September 1, 2011. All increases in hourly rates will be supplemental after September 1, 2011, and therefore will not cause any increase in future service accruals, except as provided herein.

The impact of these increases in contribution rates will be evaluated annually and will be adjusted based on the financial conditions of the signatory employers and experience of the Fund.

#### Benefit Changes for Active Participants

The accruai rate as defined in Article III of the Plan Document after February 1, 2012 will be the lesser of 1% of the product of (a) the number of hours for which contributions are due on behalf of the participant in a Plan Credit Year and (b) the contribution rate in effect for his employer prior to its first contribution increase on or after September 1, 2011 (regardless of surcharges) or the accrual rate under the plan as of September 1, 2011.

Non-protected and adjustable benefits for all participants and whose annuity starting date is on or after September 1, 2011, are eliminated as follows:

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1. Those retiring on an Early Retirement Pension shall have their benefits reduced in accordance with Schedule B attached to this Rehabilitation Plan eliminating all subsidies previously afforded.

All Service Pensions will no longer be available.

The 60-month guarantee will no longer apply.

4. Actuarial reduction for a Joint and Survivor Pension will reflect the elimination of the 60-month guarantee. The Joint and Survivor Factors set forth in Schedule C attached to this Rehabilitation Plan will apply.

5. All future contribution increases after September 1, 2011 will not be used towards  $\leq$  the calculation of any future accuals.

6. The Disability Pension will not be payable to anyone who has an Annuity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.

The Death Benefit provided in Section 3.19 of the Plan.

 Eliminate the Social Security Level Income Option pursuant to Section 3.17 of the Plan.

#### Benefit Changes for Non-active Participants

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Notwithstanding any other terms of this Rehabilitation Plan or the Schedules provided under it, the benefits of retired participants whose annuity starting date was before September 1, 2011 will not be eliminated or reduced, regardless of a subsequent resumption of Covered Employment.

Participants who have terminated (or will terminate) covered service or whose annuity starting date is on or after September 1, 2011, will have their benefits reduced in accordance with the benefit changes described in this Rehabilitation Plan, effective as of the earliest date permitted after the provision of legally required advance notice.

The benefits of a beneficiary (e.g. surviving spouse) or of an Alternate Payee under a QDRO will be determined on the same basis as those of the participant under this Rehabilitation Plan.

#### Automatic Implementation of Schedule

If a collective bargaining agreement providing for contributions under the Fund that was in effect on September 1, 2011 expires and after receiving the Rehabilitation Plan Schedule, the bargaining parties fail to adopt contribution terms consistent with the Rehabilitation Plan, Schedule A will be implemented automatically 180 days after the date on which the collective bargaining agreement expires. Any CBA that expired prior to September 1, 2011 and has not been renewed with a successor agreement, will be considered expired as of September 1, 2011 for the sake of this paragraph.

In the event of such automatic implementation of Schedule A, the next annual increase of contributions provided in Schedule A shall occur twelve (12) months after the expiration of the last collective bargaining agreement and NOT the anniversary date of the automatic implementation of Schedule A.

In addition to the authority of the Trustees to automatically implement the provisions of Schedule A, the Board reserves the right to reject any collective bargaining agreement that is not in full compliance with this Rehabilitation Plan and/or ERISA, and thereby terminate participation in the Fund by that employes.

#### Annual Standards for Meeting the Rehabilitation Requirements

Based on reasonable assumptions, and implementation of the provisions of Schedule A hereof, the Fund is projected to emerge from critical status by September 1, 2048. The Trustees recognize the possibility that actual experience could be less favorable on an annual basis than the reasonable assumptions used for the Rehabilitation Plan. Therefore, the Trustees are establishing the following annual standards:

Determination for Year	Projected Credit Balance
Ending August 31	(in millions)
2014	\$25
2015	.2
2016	-29
2017	-57
2018	-88
2019	-119
2020	-153
2021	)
2022	] -177
2023	-187
2024	-196
2025	1 –199
2026	-200
2027	-204
2028	-205
. 2029	-203
2030	-202
2031	-200
2032	-197
2033	-194
2034	-189
1 2035	-184

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2036	-177
2037	-170
2038	-161
2039	-151
2040	-(40
2041	-128
2042	-115
2043	-101
2044	-86
2045	-70
2046	-53
2047	-35
2048	-17
2049	0 .

#### Surcharges to be Included in the Calculation of Withdrawal Liability Payments

All surcharges previously collected by the Fund from a withdrawing employer shall be included in the calculation of withdrawal liability payments under ERISA Section 4219(c)(1)(C) as if comprising a part of the Employer's obligation to contribute.

#### Minimum Funding Deficiencies

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In the event an Employer withdraws during a Plan Year when the Fued has a minimum funding deficiency, the Employer shall be responsible for its pro-rata share of such deficiency in addition to any withdrawal liability obligation.

#### Annual Updating of Rehabilitation Plan

Each year the Fund's actuary will review and certify the status of the Fund under applicable ERISA and IRC funding rules and, starting with the 2013 plan year, whether the Fund is making the scheduled progress in meeting the requirements of the Rehabilitation Plan. If it is determined that it is necessary in light of updated information, the Trustees will revise the Rehabilitation Plan and present updated schedules to the bargaining parties. Notwithstanding subsequent changes in benefit and contribution schedules, a schedule provided by the Trustees and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective hargaining agreement. However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with the schedule in effect at the time of the renewal or extension.

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#### SCHEDULE A

#### <u>Contribution Increases</u>

8.45 per hour in each contract year.

#### <u>Future Benefit Accruals</u>

The accrual rate as defined in Article III of the Plan Document after February 1, 2012 will be the lesser of 1% of the product of (a) the number of hours for which contributions are due on behalf of a participant in a Plan Credit Year and (b) the contribution rate in effect for his employer prior to its first contribution increase (regardless of surcharges) on or after September 1, 2011 required to be made with respect to a participant <u>or</u> the accrual rate under the plan as of September 1, 2011.

#### Adjustable Benefits

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- Those retiring before Barly Retirement Pension shall have their benefits reduced in accordance with Schedule B attached to this Rehabilitation Plan eliminating all subsidies previously affurded.
- All Service Pensions will no longer be available.
- The 60-month guarantee will no longer apply.
- Actuarial reduction for a Joint and Survivor Pension will reflect the elimination of the 60-month guarantee. The Joint and Survivor Factors set forth in Schedule C attached to this Rehabilitation Plan will apply.
- All future contribution increases after September 1, 2011 will not be used towards the calculation of any future accruais.
- The Disability Pension will not be payable to anyone who has an Annuity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.
- The Death Benefit provided in Section 3.19 of the Plan.
- The Social Security Level Income Option pursuant to Section 3.17 of the Plan is eliminated.

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#### <u>SCHEDILE B</u>

# Early Retirement Factors for Rehabilitation Plan

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Early retirement benefit is calculated by multiplying the Regular Pension benefit by the factor below corresponding with the age of a participant at Early Retirement date.

Age	Factor
55	36,59%
56	40.12%
57	44.07%
58	48.48%
59	53.43%
60	58.99%
61	65.26%
62	72.35%
63	80.39%
64	89.54%

Note: Reductions for fractional ages are interpolated based on the above.

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#### SCHEDULE C

#### J&S Factors for Reliabilitation Plan

50% joint and survivor:

88% plus 0.4% for each full year that the spouse's age is greater than the Participant's age or minus 0.4% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

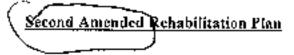
75% joint and survivor:

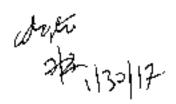
. . .

83% plus 0.5% for each full year that the spouse's age is greater than the Participant's age or minus 0.5% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

vituses/jif/appdato/usal/microsoft/eindow/itemporary internet file/icentent.outlock/11kbo1/n3/ptan (ical versice: 10-3-12 doc

## LOCAL 807 LABOR-MANAGEMENT PENSION FUND





# Background on the Pension Fund

Local 807 Labor-Management Pension Fund (the "Fund" or the "Plan") covers Teamsters in a variety of industries including, but not limited to wholesale building supply distributors, compressed gas distributors, exposition facilitators, and public warehouse/distribution companies. The signatory companies in many of these industries have experienced declines in workforce forcing bankruptoies due to non-union competition, deregulation of the trucking industry, the economic condition of the country, downtum in construction in the greater New York City area, improvements of technology and outsourcing of jobs. For year ending August 31, 1993, active work for which employers made contributions to the Fund was 3.749,000 hours. That number declined to 1,546,363 hours by year ending August 31, 2010. As of August 31, 1993, the Fund had 2,120 active participants, 1,116 mactive vested participants and 4,050 pensioners and beneficiaries, a ratio of 2.44 nonactive participants for every 1 active participant. By August 31, 2010, there were only 990 active participants, 1,026 inactive vested participants and 3,337 pensioners and beneficiaries resulting in a ratio of 4.85 nonactive participants for every 1 active participant. There have been a significant number of bankruptcies and withdrawals of contributing companies to the Fund. The ratio of actives to inactive participants declined further in the Plan Year commencing September 1, 2010 due to the downturn of the United States economy and the slumping building industry in the New York City area.

The Fund's covered population also has aged over the years. The average age of active employees at the beginning of 2002 was 45.0 years old; that average graw to 49.1 years old in 2010. The average pensioner was 72.3 years old in 2002 and it was 74.9 years old in 2010. This leads to a smaller and older workforce generating employer contributions to the Pension Fund for a shorter period of time to provide lifetime monthly benefits to pensioners and beneficiaries who are living longer.

Due to the stock market volatility in 2008 and 2009, the Fund experienced negative investment returns. In 2009 alone, the Fund experienced a negative 18.32% return resulting in a loss of more than \$45,000,000.

The Trustees have sought to address these issues over recent years. To deal with the impact of the investment losses and other detrimental factors, the Trustees recommended that the bargaining parties obtain additional contributions into the Fund. For the plan five years ending August 31, 2010, for example, the Pension Fund contribution rates for all contributing Employers increased by an average of 6.5% per year. The Trustees also amended the Plan in September, 2001 to cap the accrual rate at the \$4.315 contribution rate. In 2010, the Trustees adopted a career average method of calculating future accruais,

equating such accruals on a more reasonable basis to contributions, all in an effort to better fund the Plan.

The significant investment loss of 2008, coupled with the cash flow issues related to the reduction in active participants, has led the Fund to a position of probable insolvency, or at best, a significantly longer period of time to emerge from Critical Status than required by ERISA § 305.

#### **Rehabilitation Plan Development**

Section 305 of the Employee Retirement Income Security Act (ERISA) and Section 432 of the Internal Revenue Code (IRC), as added by the Pension Protection Act of 2006 ("PPA"), require the Trustees of a multiemployer pension fund that has been certified by its actuary as being in Critical Status (also known as the "Red Zone") to develop a Rehabilitation Plan. Generally, the Rehabilitation Plan should enable a fund to cease to be in Critical Status by the end of the Rehabilitation Period. However, if the Trustees determine, based upon the exhaustion of all reasonable measures that a fund cannot reasonably he expected to emerge by the end of the Rehabilitation Period, the Rehabilitation Plan should be designed to enable the fund to cease to be in Critical Status at a later date if possible, or to forestall possible insolvency. The Rehabilitation Plan must be based on reasonably anticipated experience and on reasonable actuarial assumptions, and may adopt such reasonable measures as the Trustees deem necessary.

On November 29, 2010, the Fond was certified by its actuaries to be in Critical Status for the Plan Year beginning September 1, 2010. As required by law, the Board of Trustees forwarded a Notice of Critical Status ("Notice") to the Teamsters Local Union No. 807. (the "Union") and the employers contributing to the Fund ("Employers") (referred to collectively as the "bargaining parties"), participants, beneficiaries, the Pension Benefit Guaranty Corporation and the Department of Labor. The Notice advised that (1) the Fundis in Critical Status for the 2010 Plan Year; (2) all of the adjustable benefits supported under the Plan could be eliminated or reduced pursuant to a Rehabilitation Plan; (3) any reductions pursuant to the Rehabilitation Plan would apply only to participants and beneficiaries whose benefit commencement date is after December 27, 2010; and (4) Employers are obligated to pay a 5% contribution surcharge to the Fund, for work performed on and after January 26, 2011. The 5% surcharge will increase to 30% beginning with contributions received on or after September 1, 2011 and will continue until the earlier of (1) the date the Fund emerges from Critical Status; (2) the effective date of a collective bargaining agreement ("CBA") that is in compliance with this Rehabilitation Plan; or (3) the date the contribution increases described below become effective with respect to an Employer because the bargaining parties fail to adopt a CBA. in compliance with the Rehabilitation Plan within the time period required by Section 305(e)(C)(ii) of ERISA. The surcharges will continue until the CBA is signed, and the required increase in contributions will be retroactive to the date the CBA is effective.

The schedule of contribution increases and benefit reductions attached to this Rehabilitation Plan (Schedule "A") and embodied herein will be provided to the

bargaining parties no later than the thirtieth day after the Board of Trustees adopt this Rehabilitation Plan. Any new CBA entered into by the bargaining parties or any other agreement calling for participation in the Fund after it is so provided must reflect the terms of the most recently issued Schedule A. If the bargaining parties cannot reach an agreement concerning the adoption of Schedule A, Schedule A is to be treated as the Default Schedule and will become effective on the date specified in ERISA Section 305(e)(5)(C)(ii). In the case of an Employer that contributes to the Fund only with respect to employees not covered by a CBA, that Employer's agreement with the Fund providing for contributions to the Fund will be treated as a CBA that expires on August 31, 2011.

The Board of Trustees will review the Fund's Rehabilitation Plan annually and will update the Rehabilitation Plan as required by iaw. In addition, the Board of Trustees will continue to consider all options available to the Fund, including but not limited to reducing Fund expenditures, taking advantage of any changes in law, or exploring a merger with another plan. The Board of Trustees has the sole discretion to amend and construe this Rehabilitation Plan.

This Rehabilitation Plan:

specifies the Rehabilitation Period;

 describes alternatives the Trustees considered when preparing the Rehabilitation Plan;

3. explains why the Trustees concluded that there are no reasonable measures that would enable the Plan to emerge from Critical Status in the time frame prescribed by ERISA § 305;

4. includes remedies and a schedule of benefits and contributions (Schedule A) that are projected to enable the Fund to postpone the projected date of insolvency and/or cause the Fund to emerge from Critical Status;

5. explains that the Default Schedule will be put into effect automatically if the bargaining parties do not agree on an acceptable schedule in a timely manner; and

6. sets out the annual standard to be achieved under the Rehabilitation Plan and explains that the Rehabilitation Plan will be updated from time to time.

# Rehabilitation Period

The Fund's Rehabilitation Period begins on September 1, 2015 and ends on August 31, 2048

# Rehabilitation Plan Standard

The Fund's Board of Trubtces has determined that based on reasonable actuariai assumptions, and upon exhaustion of all reasonable measures, the Fund cannot be reasonably expected to emerge from Critical Status within the time frame prescribed by ERISA § 305 (the "Prescribed Period"). Accordingly, persuant to ERISA Section 505(e)(5)(A)(ii), the Board of Trustees is adopting reasonable measures in this Rehabilitation Plan to forestall insolvency (as defined by ERISA Section 4245) and/or emerge from Critical Status over a projected period of time.

The Board of Trustees considered a number of actions, options, and alternatives that might permit the Fund to emerge from Critical Status by the end of the Prescribed Period. The Trustees have determined the remedies necessary for such a result as being unreasonable measures that would be untenable or counter productive and adverse to the Fund and its participants. The remedies considered included the following:

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 The Fund's actuary projected that if there were no changes to the Plan's current Rehabilitation schedule of benefits, i.e., accrual rates at the minimum level allowed by law in a default schedule (the equivalent of 1% of contributions), all adjustable benefits are eliminated and all future contribution increases are supplemental (meaning that the increased rates do not increase the future credit inultiplier in the Plan), Employers would need to increase their current contribution rates by at least \$0.75 each year, from the start of the next collective bargaining agreement through September 1, 2048 to emerge from critical status. This means the current \$5,4022 average contribution rate would need to increase to an average of \$29.00 per hour by the end the Rebabilitation Period.

The Trustees concluded that there are no reasonable measures that will enable the Plan to emerge from Critical Status in the Prescribed Period for the following reasons:

- The Trustees noted that the final contribution rates needed to enterge from critical status by September 1, 2048 were more than the current hourly wage rates for the majority of the participants in this Fund. Even higher final rates would be needed to emerge from critical status at a later date.
- The Trustees noted that a complete freeze of future benefit accruais would provide little incentive for participants to support contribution rate increases, especially since those increases would need to be financed by reductions in health fund contributions and wages.
- The Trustees noted the financial pressure on current contributing Employers, and how any significant increases in future contributions would put the operation of these companies in question, thus jeopardizing the future contribution source of the Fund. Significant increases would likely result in withdrawals of contributing Employers requiring even larger and more unreasonable contribution rate increases from any remaining contributing Employers to enable the Plan to emerge from Critical Status.

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# Trustee-Approved Rehabilitation Plan Remedies

The Board of Trustees concluded that annual contribution rate increases in excess of those called for under-Schedule A were not reasonable and could trigger a mass withdrawal and significant losses to the Fund and its participents. Therefore, the Trustees concluded that contributions required to ever emerge from Critical Status within the time frame prescribed by ERISA would be unreasonable and the Rehabilitation Plan could only reasonably be expected to forestall insolvency or emerge from Critical Status over a much longer period of time. Based on this, the Trustees have adopted the following reasonable measures to forestall insolvency, and/or eventually emerge from Critical Status given the financial condition of the various industries in which the contributing employers are engaged and the need to maintain active participant support for the Plan

## Schedule of Contribution Rate Increases and Benefit Changes

#### Contribution Rate Increases for Contributing Employers

Contribution rate increases of \$0.45 per hour per year will be required for any collective bargaining agreement that becomes effective after September 1, 2011. All increases in hourly rates will be supplemental after September 1, 2011, and therefore will not cause any increase in future service accruals, except as provided herein.

The impact of these increases in contribution rates will be evaluated annually and will be adjusted based on the financial conditions of the signatory employers and experience of the Fund.

#### Benefit Changes for Active Participants

The accural rate as defined in Article III of the Plan Document after February 1, 2012 will be the lesser of 3% of the product of (a) the number of hours for which contributions are due on behalf of the participant in a Plan Credit Year and (h) the contribution rate in effect for his employer prior to its first contribution increase on or after September 1, 2013 (regardless of surcharges) or the accrual rate under the plan as of September 1, 2014.

Non-protected and adjustable benefits for all participants and whose appuity starting date is on or after September 1, 2011, are climinated as follows:

- Those retiring on an Early Retirement Pension shall have their benefits reduced in accordance with Schedule B attached to this Rehabilitation Plan eliminating all subsidies previously afforded.
- All Service Pensions will no kinger be available.

- The 60-month guarantee will no longer apply.
- Actuarial reduction for a Joint and Survivor Pension will reflect the climination of the 60-month guarantee. The Joint and Survivor Factors set forth in Schedule C attached to this Rehabilitation Plan will apply.
- All future contribution increases after September 1, 2011 will not be used towards the calculation of any future accruals.
- The Disability Pension will not be payable to anyone who has an Amulity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.
- The Death Benefit provided in Section 3.19 of the Plan.
- Eliminate the Social Security Level Income Option pursuant to Section 3.17 of the Plan.

#### Benefit Changes for Non-active Participants

Notwithstanding any other terms of this Rehabilitation Plan or the Schedules provided under it, the benefits of retired participants whose annuity starting date was before September 1, 2011 will not be eliminated or reduced, regardless of a subsequent resomption of Covered Employment.

Participants who have terminated (or will terminate) covered service or whose annuity starting date is on or after September 1, 2011, will have their benefits reduced in accordance with the benefit changes described in this Rehabilitation Plan, effective as of the earliest date permitted after the provision of legally required advance notice.

The benefits of a beneficiary (e.g. surviving spouse) or of an Alternate Payee under a QDRO will be determined on the same basis as those of the participant under this Rehabilitation Plan.

#### Automatic Implementation of Schedule

If a collective bargaining agreement providing for contributions under the Fund that was in effect on September 1, 2011 expires and after receiving the Rehabilitation Plan Schedule, the bargaining parties fail to adopt contribution terms consistent with the Rehabilitation Plan, Schedule A will be implemented automatically 180 days after the date on which the collective bargaining agreement expires. Any CBA that expired prior to September 1, 2011 and has not been renewed with a successor agreement, will be considered expired as of September 1, 2011 for the sake of this paragraph.

In the event of such automatic implementation of Schedule A, the next annual increase of contributions provided in Schedule A shall occur twelve (12) months after the expiration

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of the last collective bargaining agreement and NOT the anniversary date of the automatic implementation of Schedule A.

In addition to the authority of the Trustees to automatically implement the provisions of Schedule A, the Board reserves the right to reject any collective bargaining agreement that is not in full compliance with this Rehabilitation Plan and/or ERISA, and thereby terminate participation in the Fund by that employed.

#### Annual Standards for Meeting the Rehabilitation Requirements

Prior to the adoption of the measures outlined in this Rehabilitation Plan, and based on reasonable assumptions, the Fund was projected to become insolvent during the plan year ending August 31, 2026. This Rehabilitation Plan is expected to delay the projected insolvency date by seven years to the plan year ending August 31, 2033, based on reasonable assumptions.

The point of projected insolvency will vary each year as actual experience differs from the assumptions. The Trustees recognize the possibility that actual experience could be less favorable on an annual basis than the reasonable assumptions used for the Rehabilitation Plan. Consequently, the annual standard for meeting the requirements of this Rehabilitation Plan is for updated actuarial projections each year to show, based on reasonable assumptions, that under the Rehabilitation Plan (as amended from time to time) the Fund will not be expected to become insolvent before 2026.

#### Surcharges to be Included in the Calculation of Withdrawal Liability Payments

Only surcharges accrued for plan years beginning before December 31, 2014, according to Section 109 of the Multiemployer Pension Reform Act of 2014, collected by the Fund from a withdrawing employer shall be included in the calculation of withdrawal liability payments under ERISA Section 4219(c)(1)(C) as if comprising a part of the Employer's obligation to contribute.

#### Annual Updating of Rehabilitation Plan

Each year the Fund's actuary will review and certify the status of the Fund under applicable ERISA and IRC funding rules and whether the Fund is making the scheduled ( progress in meeting the requirements of the Rehabilitation Plan. If the Trustees determined that it is necessary in light of updated information, the Trustees will revise the Rehabilitation Plan and present updated schedules to the bargaining parties. Notwithstanding subsequent changes in benefit and contribution schedules, a schedule provided by the Trustees and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain it, effect for the duration of that collective bargaining agreement. However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with the schedule in effect at the time of the renewal or extension

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# SCHEDULE A

#### <u>Contribution Increases</u>

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\$.45 per hour in each contract year.

#### Future Benefit Accruais

The accural rate as defined in Article III of the Plan Document after February 1, 2012 will be the lesser of 1% of the product of (a) the number of hours for which contributions are due on behalf of a participant in a Plan Credit Year and (b) the contribution rate in effect for his employer prior to its first contribution increase (regardless of surcharges) on or after September 1, 2011 required to be made with respect to a participant of the neuronal rate under the plan as of September 1, 2011.

#### Adjustable Benefits

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- Those retiring before Early Retirement Pension shall have their benefits reduced in accordance with Appendix A attached to this Rehabilitation Plan eliminating all subsidies previously afforded.
- All Service Pensions will no longer be available.
- The 60-month guarantee will no longer apply.
- Actuarial reduction for a Joint and Survivor Pension will reflect the climination of the 60-month guarantee. The Joint and Survivor Factors set forth in Appendix B attached to this Rehabilitation Plan will apply.
- All future contribution increases after September 1, 2011 will not be used towards the calculation of any future accruals.
- The Disability Pension will not be payable to anyone who has an Amouity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.
- The Death Benefit provided in Section 3.19 of the Plan.
- The Social Security Level Income Option pursuant to Section 3.17 of the Plan is eliminated.

# APPENDIX A

# Early Retirement Factors for Rehabilitation Plan

Early retirement benefit is calculated by multiplying the Regular Pension benefit by the factor below corresponding with the age of a participant at Early Retirement date.

Age	Factor
55	36.59%
56	40.12%
57	44.07%
58	48.48%
59	53.43%
60	58.99%
61	65.26%
62	72.35%
63	80.39%
64	89.54%

Note: Reductions for fractional ages are interpolated based on the above.

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#### APPENDIX B

#### J&S Factors for Rehabilitation Plan

50% joint and survivor:

88% plus 0.4% for each full year that the spouse's age is greater than the Participant's age or minus 0.4% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

75% joint and survivor:

83% plus 0.5% for each full year that the spouse's age is greater than the Participant's age or minus 0.5% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

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#### LOCAU 807 LABOR-MANAGEMENT PENSION FUND

#### Third Amended Rehabilitation Plan

#### Background on the Pension Fund

Local 807 Labor-Management Pension Fund (the "Fund" or the "Plan") covers Teamsters. in a variety of industries including, but not limited to wholesale huilding supply distributors, compressed gas distributors, exposition facilitators, and public warehouse/distribution companies. The signatory companies in many of these industries have experienced declines in workforce forcing bankruptcies due to non-union competition, deregulation of the trucking industry, the continue condition of the country, downturn in construction in the greater New York City area, improvements of technology and oursourcing of jobs. For year ending August 31, 1993, active work for which employers made contributions to the Fund was 3,749,000 hours. That number declined to 3.546,363 hours by year ending August 31, 2010. As of August 31, 1993, the Fund had 2,120 active participants, 1.116 inactive vested participants and 4,050 pensioners and beneficiaries, a ratio of 2.44 nonactive participants for every 1 active participant. By August 31, 2017, there were only 692 active participants, 919 inactive vested participants. and 2,860 pensioners and beneficiaries in pay status resulting in a ratio of 5.46 nonactive participants for every 1 active participant. There have been a significant number of withdrawals of contributing companies to the Fund-

The Fund's covered population also has aged over the years. The average age of active employees at the beginning of 2002 was 45.0 years old; that average grew to 49.1 years old in 2010. The average age of active employees at the beginning of the September 1, 2017 Plan Year was 50.3 years old. The average pensioner was 72.3 years old in 2002 and it was 76.9 years old in 2017. This leads to a smaller and older workforce generating employer contributions to the Pension Fund for a shorter period of time to provide lifetime monthly benefits to pensioners and beneficiaries who are living longer.

Due to the stock market volatility in 2008 and 2009, the Fund experienced negative investment returns. In 2009 alone, the Fund experienced a negative 18.32% return resulting in a loss of more than \$45,000,000.

The Trustees have sought to address these issues over recent years. To deal with the impact of the investment losses and other detrimental factors, the Trustees recommended that the bargaining parties obtain additional contributions into the Pund. For the plan five years ending August 31, 2010, for example, the Pension Fund contribution rates for all contributing Employers increased by an average of 6.5% per year. The Trustees also amended the Plan in September, 2001 to cap the accrual rate at the \$4.315 contribution rate. In 2010, the Trustees adopted a career average method of calculating future accreals, equating such accruals on a more reasonable basis to contributions, all in an effort to better fund the Plan.

The significant investment loss of 2008, coupled with the cash flow issues related to the reduction in active participants, has led the Fund to a position of probable insolvency, or at best, a significantly longer period of time to emerge from Critical Status than required by ERJSA § 305.

#### Rehabilitation Plan Development

Section 305 of the Employee Retirement Income Security Act (ERISA) and Section 432 of the Internal Revenue Code (IRC), as added by the Pension Protection Act of 2006 ("PPA"), require the Trustees of a multiemployer pension fund that has been certified by its actuary as being in Critical Status (also known as the "Red Zone") to develop a Rehabilitation Plan. Generally, the Rehabilitation Plan should enable a fund to cease to be in Critical Status by the end of the Rehabilitation Period. However, if the Trustees determine, based upon the exhaustion of all reasonable measures that a fund cannot reasonably be expected to emerge by the end of the Rehabilitation Period, the Rehabilitation Plan should be designed to enable the fund to cease to be in Critical Status at a later date if possible, or to forestall possible insulvency. The Rehabilitation Plan must be based on reasonably anticipated experience and on reasonable actuarial assumptions, and may adopt such reasonable measures as the Trustees deem necessary.

On November 29, 2010, the Fund was certified by its actuaries to be in Critical Status for the Plan Year beginning September 1, 2010. As required by law, the Board of Trustees forwarded a Notice of Critical Status ("Notice") to the Teamsters Local Union No. 807. (the "Union") and the employers contributing to the Fund ("Employers") (referred to collectively as the "oargaining parties"), participants, heneficiaries, the Pension Benefit Guaranty Corporation and the Department of Labor. The Notice advised that (1) the Fundis in Critical Status for the 2010 Plan Year; (2) all of the adjustable benefits supported under the Plan could be eliminated or reduced pursuant to a Rehabilitation Plan; (3) any reductions pursuant to the Rehabilitation Plan would apply only to participants and beneficiaries whose benefit commencement date is after December 27, 2010; and (4) Employers are obligated to pay a 5% contribution surcharge to the Fund, for work performed on and after January 26, 2011. The 5% surcharge will increase to 10% beginning with contributions received on or after September 1, 2011 and will continue. until the earlier of (1) the date the Fund emerges from Critical Status; (2) the effective date of a collective bargaining agreement ("CBA") that is in compliance with this Rehabilitation Plan; or (3) the date the contribution increases described below become effective with respect to an Employer because the bargaining parties fail to adopt a CBA. in compliance with the Rehabilitation Plan within the time period required by Section 305(c)(C)(ii) of ERISA. The surcharges will continue until the CBA is signed, and the required increase in contributions will be retroactive to the date the CBA is effective.

The schedule of contribution increases and benefit reductions attached to this Rehabilitation Plan (Schedule "A") and embodied herein will be provided to the bargaining parties no later than the thirtieth day after the Board of Trustees adopt this Rehabilitation Plan. Any new CBA entered into by the bargaining parties or any other agreement calling for participation in the Fund_jafter it is so provided must reflect the terms of the most recently issued Schedule A. If the bargaining parties cannot reach an agreement concerning the adoption of Schedule A, Schedule A is to be treated as the Default Schedule and will become effective on the date specified in ERISA Section 305(e)(3)(C)(ii). In the case of an Employer that coattibutes to the Fund only with respect to employees not covered by a CBA, that Employer's agreement with the Fund providing for contributions to the Fund will be treated as a CBA that expires on August 31, 2011.

The Board of Trustees will review the Fund's Rehabilitation Plan annually and will update the Rehabilitation Plan as required by law. In addition, the Board of Trustees will continue to consider all options available to the Fund, including but not limited to reducing Fund expenditures, taking advantage of any changes in law, or exploring a merger with another plan. The Board of Trustees has the sole discretion to amend and construe this Rehabilitation Plan.

This Rehabilitation Plan:

1. specifies the Rehabilitation Period:

describes alternatives the Trustees considered when preparing the Rehabilitation.
 Plan;

3. explains why the Trustees concluded that there are no reasonable measures that would enable the Plan to emerge from Critical Status in the time frame prescribed by ERISA § 305;

4. includes remedies and a schedule of henefits and contributions (Schedule A) that are projected to enable the Fund to postpose the projected date of insolvency and/or cause the Fund to emerge from Critical Status;

5. explains that the Default Schedule will be put into effect automatically if the bargaining parties do not agree on an acceptable schedule in a timely manner; and

6. sets out the annual standard to be achieved under the Rehabilitation Plan and explains that the Rehabilitation Plan will be updated from time to time.

# Rehabilitation Period

The Fand's Rehabilitation Period begins on September 1, 2013 and ends on August 31, 2048.

## Rehabilitation Plan Standard

The Fund's Board of Trustees has determined that based on reasonable actuarial assumptions, and upon exhaustion of all reasonable measures, the Fund cannot be reasonably expected to emerge from Critical Status within the time frame prescribed by ERISA § 305 (the "Prescribed Period"). Accordingly, pursuant to ERISA Section 305(e)(3)(A)(ii), the Board of Trustees is adopting reasonable measures in this Rehabilitation Plan to forestall insolvency (as defined by ERISA Section 4245) and/or emerge from Critical Status over a projected period of time.

The Board of Trustees considered a number of actions, options, and alternatives that might permit the Fund to emerge from Critical Status by the end of the Prescribed Period. The Trustees have determined the remedies necessary for such a result as being unreasonable measures that would be untenable or counter productive and adverse to the Fund and its participants. The remedies considered included the following:

The Fund's actuary projected that if there were no changes to the Plan's current Rehabilitation schedule of benefits, i.e., accrual rates at the minimum level allowed by law in a default schedule (the equivalent of 1% of contributions), all adjustable benefits are eliminated and all future contribution increases are supplemental (meaning that the increased rates do not increase the future credit multiplier in the Plan), Employers would need to increase their current contribution rates by at least \$1.20 each year, from the start of the next collective bargaining agreement through September 1, 2048, the end of the Rehabilitation Period, to emerge from critical status. This means the current \$6.94 average hourly contribution rate would need to increase by \$1.20 per year in order to emerge from critical status by the end the Rehabilitation Period. At the end of the Rehabilitation Period, the average hourly contribution rate would be \$42.94 per hour.

The Trustees concluded that there are no reasonable measures that will enable the Plan to emerge from Critical Status in the Prescribed Period for the following reasons:

- The Trustees noted that the final contribution rates needed to emerge from critical status by September 1, 2048 were more than the current hourly wage rates for the majority of the participants in this Fund. Even higher final rates would be needed to emerge from critical status at a later date.x
- The Trustees noted that a complete freeze of future henefit accruals would
  provide little incentive for participants to support contribution rate increases,
  especially since those increases would need to be financed by reductions in health
  fund contributions and wages.
- The Trustees noted the financial pressure on current contributing Employers, and how any significant increases in future contributions would put the operation of these companies in question, thus jeopardizing the future contribution source of the Fund. Significant increases would likely result in withdrawals of contributing Employers requiring even larger and more unreasonable contribution rate

increases from any remaining contributing Employers to enable the Plan to emerge from Critical Status.

### Trustee-Approved Rehabilitation Plan Remedies

The Board of Trustees concluded that annual contribution rate increases in excess of those called for under Schedule A were not reasonable and could trigger a mass withdrawal and significant losses to the Fund and its participants. Therefore, the Trustees concluded that contributions required to ever emerge from Critical Status within the time frame prescribed by ERISA would be unreasonable and the Rehabilitation Plan could only reasonably be expected to forestall insolvency or emerge from Critical Status over a much longer period of time. Based on this, the Trustees have adopted the following reasonable measures to forestall insolvency, and/or eventually emerge from Critical Status given the financial condition of the various industries in which the contributing employers are engaged and the need to maintain active participant support for the Plan.

## Schedule of Contribution Rate Increases and Benefit Changes

## Contribution Rate Increases for Contributing Employers

Contribution rate increases of \$0.45 per hour per year will be required for any collective bargaining agreement that becomes effective after September 1, 2011.

Contribution rate increases of \$0.39 per hour per year will be required for any collective bargaining agreement that becomes effective on or after June 1, 2018, capped at thirty (30) increases.

All increases in hourly rates will be supplemental after September 1, 2011, and therefore will not cause any increase in future service accroals, except as provided herein.

The impact of these increases in contribution rates will be evaluated annually and will be adjusted based on the financial conditions of the signatory employers and experience of the Fund.

# Benefit Changes for Active Participants

For service on or after February 1, 2012, the accrual rate is the lesser of: (a) one percent (1%) of the product of the number of hours which contributions are due on behalf of the Participant in a credit year and the contribution rate in effect for his employer prior to its first contribution increase on or before September 1, 2011 (regardless of surcharge) or (b) the accrual rate under the Plan as of September 1, 2011.

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Non-protected and adjustable benefits for all participants and whose annuity starting date is on or after September 1, 2011, are eliminated as follows:

- Those retiring on an Early Retirement Pension shall have their benefits reduced in accordance with Schedule B attached to this Rehabilitation Plan eliminating all subsidies previously afforded.
- All Service Pensions will no longer be available.
- The 60-month guarantee will no longer apply.
- Actuarial reduction for a Joint and Survivor Pension will reflect the elimination of the 60-month guarantee. The Joint and Survivor Factors set forth in Schedule C attached to this Rehabilitation Plan will apply.
- All future contribution increases after September 1, 2011 will not be used towards the calculation of any future accruals.
- The Disability Pension will not be payable to anyone who has an Annuity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.
- The Death Benefit provided in Section 3.19 of the Plan.
- Eliminate the Social Security Level Income Option pursuant to Section 3.17 of the Plan.

#### Benefit Changes for Non-active Participants

Notwithstanding any other terms of this Rehabilitation Plan or the Schedules provided under it, the benefits of retired participants whose annuity starting date was before September 1, 2011 will not be eliminated or reduced, regardless of a subsequent resumption of Covered Employment.

Participants who have terminated (or will terminate) covered service or whose annuity starting date is on or after September 1, 2011, will have their henefits reduced in accordance with the benefit changes described in this Rehabilitation Plan, effective as of the earliest date permitted after the provision of legally required advance notice.

The benefits of a beneficiary (e.g. surviving spouse) or of an Alternate Payce under a QDRO will be determined on the same basis as those of the participant under this Rebabilitation Plan.

# Automatic Implementation of Schedule

If a collective bargaining agreement providing for contributions under the Fund that was in effect on September 1, 2011 expires and after receiving the Rehabilitation Plan Schedule, the bargaining parties fail to adopt contribution terms consistent with the Rehabilitation Plan. Schedule A will be implemented automatically 180 days after the date on which the collective bargaining agreement expires. Any CBA that expired prior to September 1, 2011 and has not been renewed with a successor agreement, will be considered expired as of September 1, 2011 for the sake of this paragraph.

In the event of such automatic implementation of Scheilule A, the next annual increase of contributions provided in Schedule A shall occur twelve (12) months after the expiration of the last collective bargaining agreement and NOT the anniversary date of the automatic implementation of Schedule A.

In addition to the authority of the Trustees to automatically implement the provisions of Schedule A, the Board reserves the right to reject any collective bargaining agreement that is not in full compliance with this Rehabilitation Plan and/or ERISA, and thereby terminate participation in the Fund by that employer.

# Annual Standards for Meeting the Rehabilitation Requirements

Prior to the adoption of the measures outlined in this Rehabilitation Plan, and based on reasonable assumptions, the Fund was projected to become insolvent during the plan year ending August 31, 2026. This Rehabilitation Plan is expected to delay the projected insolvency date by seven years to the plan year ending August 31, 2033, based on reasonable assumptions.

The point of projected insolvency will vary each year as actual experience differs from the assumptions. The Trustees recognize the possibility that actual experience could be less favorable on an annual basis than the reasonable assumptions used for the Rehabilitation Plan. Consequently, the annual standard for meeting the requirements of this Rehabilitation Plan is for updated actuarial projections each year to show, based on reasonable assumptions, that under the Rehabilitation Plan (as amended from time to time) the Fund will not be expected to become insolvent before 2026.

# Surcharges to be Included in the Calculation of Withdrawal Liability Payments

Only surcharges accrued for plan years beginning before December 31, 2014, according to Section 109 of the Multicmployer Pension Reform Act of 2014, collected by the Fund from a withdrawing employer shall be included in the calculation of withdrawal liability payments under ERISA Section 4219(c)(1)(C) as if comprising a part of the Employer's abligation to contribute.

# Annual Updating of Rehabilitation Plan

Each year the Fund's actuary will review and certify the status of the Fund under applicable ERISA and IRC funding rules and whether the Fund is making the scheduled.

progress in meeting the requirements of the Rehabilitation Plan. If the Trustees determine that it is necessary in light of updated information, the Trustees will revise the Rehabilitation Plan and present updated schedules to the bargaining parties. Notwithstanding subsequent changes in benefit and contribution schedules, a schedule provided by the Trustees and relied upon by the bargaining parties in negotiating a collective bargaining agreement shall remain in effect for the duration of that collective bargaining agreement. However, a collective bargaining agreement that is renewed or extended will need to include terms consistent with the schedule in effect at the time of the renewal or extension.

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# SCHEDCLE A

#### <u>Contribution Increases</u>

\$.39 per hour in each contract year.

#### 2. Future Benefit Accruals

For service on or after February 1, 2012, the accrual rate as defined in Article III of the Plan Document is the lesser of: (a) one percent (1%) of the product of the number of hours which contributions are due on behalf of the Participant in a credit year and the contribution rate in effect for his employer prior to its first contribution increase on or before September 1, 2011 (regardless of surcharge) on September 1, 2011, or (b) the accrual rate under the Plan as of September 1, 2011.

#### 3. Adjustable Benefits

- Chose retiring before Early Retirement Pension shall have their benefits reduced in accordance with Appendix A attached to this Rehabilitation Flan eliminating all subsidies previously afforded.
- All Service Pensions will no longer be available.
- The 60-month guarantee will no longer apply.
- Actuarial reduction for a Joint and Survivor Pension will reflect the elimination of the 60-month guarantee. The Joint and Survivor Factors set forth in Appendix B attached to this Rehabilitation Plan will apply.
- All future contribution increases after September 1, 2011 will not be used towards the calculation of any future accruals.
- The Disability Pension will not be payable to anyone who has an Annuity Starting Date of September 1, 2011 or later and who has not submitted a complete application, with all required information, prior to that date.
- The Death Benefit provided in Section 3.19 of the Plan.
- The Social Security Level Income Option pursuant to Section 3.17 of the Plan is eliminated.

## APPENDIX A

## Early Retirement Factors for Rehabilitation Plan

Early retirement benefit is calculated by multiplying the Regular Pension benefit by the factor below corresponding with the age of a participant at Early Retirement date.

Age	Factor
55	36.59%
56	40.12%
57	44.07%
58	48.48%
59	53.43%
60	58.99%
61	65.26%
62	72.35%
63	80.39%
64	89.54%

Note: Reductions for fractional ages are interpolated based on the above.

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# APPENDIX B

# J&S Factors for Rehabilitation Plan

50% joint and survivor:

88% plus 0.4% for each full year that the spouse's age is greater than the Participant's age or minus 0.4% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

75% joint and survivor:

83% plus 0.5% for each full year that the spouse's age is greater than the Participant's age or minus 0.5% for each full year that the spouse's age is less than the Participant's age with a maximum factor of 99%.

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# Resolution To Adopt Third Amended Rehabilitation Plan of the Local 807 Labor-Management Pension Fund

Whereas, the enrolled actuary of the Local 807 Labor-Management Pensior, Pund.

(Fund) certified the Fund to be in Critical Status for the Plan Year beginning September-

1, 2014 persuant to Section 305 of the Employee Retirement Income Security Act

(ERISA) and Section 432 of the Internal Revenue Code (IRC), as amended by the

Pension Protection Act of 2006 (PPA).

Whereas, the ERISA section 305 and Internal Revenue Code section 432 require pension plans in Critical Status to adopt a Rehabilitation Plan; and

Whereas, the Board of Trustees adopted a Third Amended Rehabilitation Plan at their meeting of May 22, 2018; and

Now, Therefore, we, the Board of Trustees of the Local 807 Labor-Management Pension Fund, hereby adopt the attached Rehabilitation Plan and authorize the Fund Manager to mail a copy of the Schedule to all contributing employers and the Teamsters

Local 807. Union Tru Dated: Union Trustee Dated:

Dated Eт Dated Employer tδ Dated:

# $\star$ Segal Consulting

Deal 807 Labor-Management Pension

Actuarial Valuation and Review as of September 1,

**2016** 

in sropert has been prepared at the request of the Board of Trustees to assist in Administering the Fund and meeting filling requirements of tederal government agencies. This vatuation report may not necessary be copied or reproduced or any form without the consect of the Board of Trustees and may only be provided to other parties in its entirety. The measurements shown in this administration may not be applicable for other purposes.

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# $\star$ Segal Consulting

335 West 04th Street New York, NY THOUS T 212.251.5000, www.segalec.com

August 17, 2017

Board of Trustees Local 807 Labor-Management Pension Fund 32-43 49th Street Long Island City, New York 11103

Deat Trastees:

We are pleased to submit the Actuarial Valuation and Roview as of September 1, 2016. It establishes the funding requirements for the current year and analyzes the preceding year's experience. It also summarizes the actuarial data and includes the actuarial information that is required to be filed with Form 5500 to federal government agencies.

The census information upon which our calculations were based was prepared by the Fund Office, under the direction of Al Fernandez. That assistance is gratefully acknowledged. The actuarial calculations were completed under the supervision of Nicholas J. Laccetti, MAAA, FCA, Enrolled Actuary and Joel R. Leary, ASA, MAAA, FCA, Enrolled Actuary.

We look forward to reviewing this report with you at your next meeting and to answering any questions you may have.

Sincerely, Segal Consulting & Member of The Segal Group By: Nicholas J. Laccetti, MAAA, FCA, EA Afan Sofre JockR. Leàry Vice President and Actuary /Vice Presiden Senior Vice President and Actuary Fund Administrator CC:

Fund Counsel Fund Auditor

Benefits, Compensation and HR Consulting. Member of The Segal Group. Offices throughout the United States and Canada

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# Introduction

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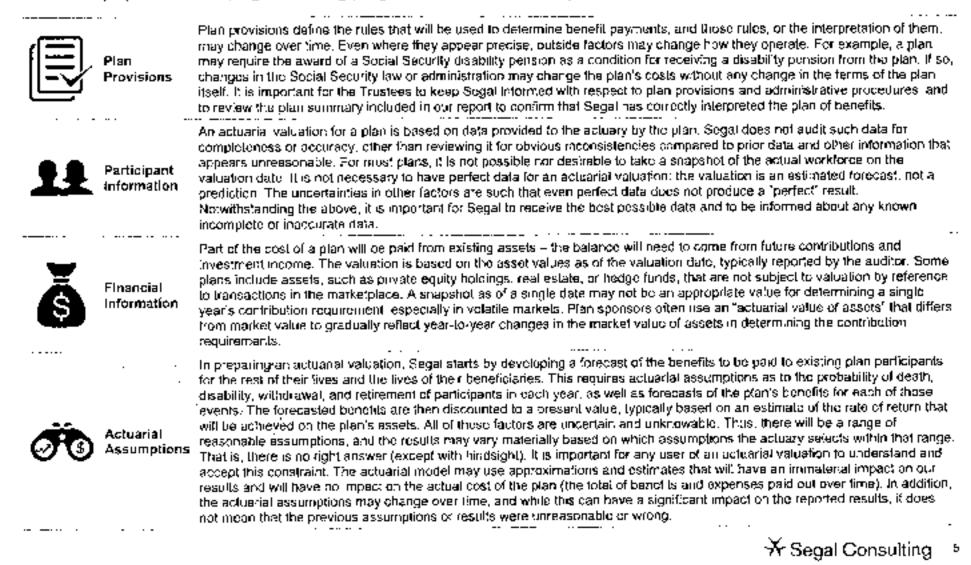
There are several ways of evaluating funding adequacy for a pension plan. In monitoring the Plan's financial position, the Trustees should keep in mind all of these concepts.

	Funding Standard Account	The ERISA Funding Standard Account (FSA) measures the cumulative difference between actual contributions and the minimum required contributions. If actual contributions exceed the minimum required contributions, the excess is called the credit balance. If actual contributions fall short of the minimum required contributions, a funding deficiency occurs.
V	Zone Information	The Pension Protection Act of 2006 (PPA'06) called on plan sponsors to actively monitor the projected FSA credit balance, the funded percentage (the ratio of the actuarial value of assets to the present value of benefits earned to date) and cash flow sufficiency. Based on these measures, plans are then categorized as critical ( <i>Red Zone</i> ), endangered ( <i>Yellow Zone</i> ), or nullifier ( <i>Green Zone</i> ). The Multiemployer Pension Reform Act of 2014 (MPRA), among other things, made the zone provisions permanent.
	Solvancy Projections	Pension plan funding anticipates that, over the long term, both contributions and investment earnings will be needed to cover benefit payments and expenses. To the extent that contributions are loss than banefit payments, investment earnings and fund assets will be needed to cover the shortfall. In some situations, a plan may be faced with insufficient assets to cover its current obligations and may need assistance from the Pension Benefit Guaranty Corporation (PBGC). MPRA provides options for some plans facing loss/vency.
	Withdrawal Liability	ERISA provides for assessment of withdrawal liability to employers who withdraw from a multiumployer plan based on unfunded vested bondfit liabilities.

# Important Information about Actuarial Valuations

An actuarial valuation is a budgeting tool with respect to the financing of future uncertain obligations of a pension plan. As such, it will never forecast the precise future contribution requirements or the precise future stream of benefit payments. In any event, it is an estimated forecast the actual cost of the plan will be determined by the benefits and expenses paid, not by the actuartal valuation.

In order to prepare a valuation, Segal Consulting ("Segal") relies on a number of input items. These include:



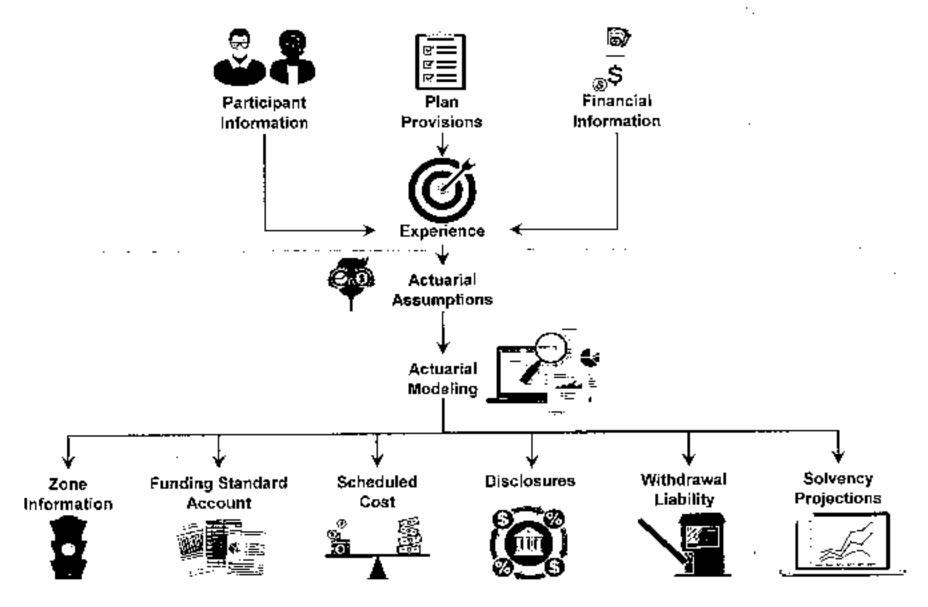
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Given the above, the user of Segal's actuarial valuation (or other actuarial calculations) needs to keep the following in mind:

<ul> <li>The actuarial valuation is prepared for use by the Trustees. It includes information for compliance with federal filing requirements and for the plan's auditor. Segal is not responsible for the use or misuse of its report, particularly by any other party.</li> </ul>
<ul> <li>An actuarial valuation is a measurement at a specific date it is not a prediction of a plan's future financial condition. Accordingly, Segal did not perform an analysis of the potential range of financial measurements, except where otherwise noted</li> </ul>
<ul> <li>Actuarial results in this report are not rounded, but that does not imply precision.</li> </ul>
<ul> <li>Critical events for a plan include, but are not limited to, decisions about changes in benefits and contributions. The basis for such decisions needs to consider reary factors such as the risk of changes in employment lovels and investment losses, not just the current valuation results.</li> </ul>
<ul> <li>ERISA requires a plan's enrolled actuary to provide a statement (or inclusion in the plan's annual report disclosing any event or brend that the actuary has not taken into account, if, to the best of the actuary's knowledge, such an event or brend may require a material increase in plan costs or required contribution tates. If the Trustees are currently aware of any event that was not considered in this valuation and that may materially increase the cost of the Plan, they must advise Segat, so that we can evaluate it and take it into account.</li> </ul>
<ul> <li>A certification of "zone" status under PPA'06 is a separate document from the actuarial Valuation.</li> </ul>
<ul> <li>Segal does not provide investment, legal, accounting, or tax advice. This valuation is based on Segal's understanding of applicable guidance in these areas and of the plan's provisions, but they may be subjuct to alternative interpretations. The Trustees should look to their other advisors for expertise in these areas</li> </ul>
<ul> <li>While Segal maintains extensive quality assurance procedures, an actuarial valuation involves complex computer models and numerous inputs, in the event that an inaccuracy is discovered after presentation of Segal's valuation. Segal may revise that valuation or make an appropriate adjustment in the next valuation</li> </ul>
<ul> <li>Segal's report shall be deemed to be final and accepted by the Trustees upon delivery and review. Trustees should notify Segal immediately of any questions or concerns about the final content.</li> </ul>

As Segal Consulting has no discretionary authority with respect to the management or assets of the Plan, it is not a fiduciary in its capacity as actuaries and consultants with respect to the Plan.

### ACTUARIAL VALUATION OVERVIEW



# **Section 1: Actuarial Valuation Summary**

# **Summary of Key Valuation Results**

	2015	2016
Certified Zone Status	"Red"	"Red"
Demographic Data:		
<ul> <li>Number of active participants</li> </ul>	746	714
<ul> <li>Number of Inactive participants with vested rights</li> </ul>	866	954
Number of retired participants and beneficiaries	2,950	2,866
Assets:		
<ul> <li>Market value of assets (MVA)</li> </ul>	\$157,444,721	\$151,975,903
<ul> <li>Actuarial value of assets (AVA)</li> </ul>	158,982,714	154,640,867
<ul> <li>AVA as a percent of MVA</li> </ul>	100.4%	101.8%
Cash Flow:		
<ul> <li>Projected employer contributions at the negotiated rates</li> </ul>	\$7,052,572	\$B,679,222
<ul> <li>Actual Contributions including withdrawal liability payments</li> </ul>	13,143,067	
<ul> <li>Projected benefit payments and expenses</li> </ul>	29,294,190	30,215,241
Insolvency projected in Plan Year ending August 31	2028	2028
Statutory Funding Information:		
<ul> <li>Minimum required contribution</li> </ul>	\$27,632,582	\$55,589,815
<ul> <li>Maximum deductible contribution</li> </ul>	573,550,411	596,623,925
<ul> <li>Annual Funding Notice percentage</li> </ul>	50,7%	46.7%
<ul> <li>FSA deficiency as of August 31</li> </ul>	50	<u>\$14,037,722</u>
Cost Elements on an FSA Basis:		
<ul> <li>Normal cost, including administrative expenses</li> </ul>	\$2,357,983	\$2,413,752
<ul> <li>Actuarial accrued liability</li> </ul>	318,635,553	338,327,966
<ul> <li>Unforded aduated accroed liability (based on AVA)</li> </ul>	160,552,839	183,667,099
Withdrawal Liability:1		
<ul> <li>Present value of vested benefits</li> </ul>	\$386.124,395	\$401,758,145
<ul> <li>Unfunded present value of vested benefits (based on MVA)</li> </ul>	228,679,674	249,782,242

Using the assumptions described in Suction 2. Withdrawal Liability Assumptions.

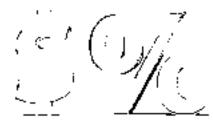
This September 1, 2016 actuarial valuation report is based on financial and demographic information as of that date. Changes subsequent to
 that date are not reflected unless specifically identified, and will affect future results. Segal is prepared to work with the Trustees to analyze
 the effects of any subsequent developments. The current year's actuarial valuation results follow.

# A. Developments Since Last Valuation

- The rate of return on the market value of plan assets was 7.28% for the plan year ended August 31, 2016. The rate of return on the actuarial value of assets was 8.61%. Given the low fixed income interest rate environment, target asset allocation and expectations of future investment returns for various asset classes, we will continue to monitor the Plan's actual and anticipated investment returns relative to the assumed long-term rate of return on investments of 7.50%.
- With this valuation, the assumptions for mortality, retirement rates, benefit election, hours worked per active participant and exclusion of inactive vested participants have been revised. See Section 4, exhibit 8 for more information.
- 3. The 2016 certification, issued on November 29, 2016, based on the liabilities calculated in the 2015 actuarial valuation, projected to August 31, 2016, and estimated asset information as of August 31, 2016 classified the Plan as critical and is also critical and declining (in the *Red Zone*) because there is a projected deficiency in the PSA and the Plan was projected to be insolvent within 20 years and the ratio of inactives to actives is at least 2. This projection was based on the Trustees' industry activity assumption that the active population will decline by 1% per year for 5 years and, on average, contributions will be made for 1,750 hours per year for each active participant.

# **B. Funded Percentage and Funding Standard Account**

- Based on this September 7, 2016 actuarial valuation, the funded percentage that will be reported on the 2016 Annual Funding Notice is 46.7%.
- The Funding deficiency in the FSA as of August 31, 2016 was \$14,037,722, compared to a credit balance of \$9.576.700 in the prior year.



# **C. Solvency Projections**

The Plan is projected to be mable to pay benefits within 12 years (i.e., the year ending August 31, 2028), assuming experience is consistent with the September 1, 2016 assumptions. This is the same as projected in the September 1, 2015 valuation. This projection does not take into account future contribution rate increases required under the Rehabilitation Plan. We are working with the Trustees including benefit suspensions under MPRA to address this this cash-flow crisis. Reflecting future rate increases required under the Rehabilitation Plan, the Plan is projected to be unsolvent in the year ending August 31, 2032.

# **D. Funding Concerns and Risk**

- The imbalance between the benefit lovels in the Plan and the resources available to pay for them is being monitored.
- 2. The growing funding deficiency and the projected inability to pay benefits need prompt attention.
- 3. We are working with the Trustees to develop alternatives to address this situation including updating the Rehabilitation Plan if needed and exploring possible benefit suspension under MPRA.
- The actions already taken to address this issue include plan changes and scheduled contribution rate increases per the Rehabilitation Plan.
- 5. Since the actuarial valuation results are dependent on a given set of assumptions, there is a risk that emerging results may differ significantly as actual experience proves to be different from the assumptions. We have included a list of various risks that may affect the Plan in Section 2.

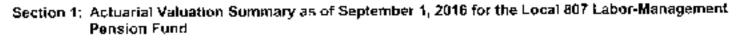






# E. Withdrawal Liability

- The unfunded present value of vested benefits for withdrawal liability purposes (UVB) is \$249,782,242 (using the assumptions outlined in Section 2: Withdrawal Liability Assumptions). Compared to \$228,679,674 as of the prior year, the increase of \$21,102,568 is primarily due to changes in assumptions.
- The Trustees have adopted the method outlined in PBGC Technical Update 10-3 to account for benefit reductions implemented by the Rehabilitation Plan. The unamortized value of those benefit reductions is included in the anfunded vested benefit amount shown above.



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### **Comparison of Funded Percentages**

	Funded Percentages as of September 1		20	16
	2015	2016	Liabilities	Assets
1. Present Value of Future Benefits	48.6%	44 7%	\$345,646,035	\$154,640,867
2. Actuarial Accrued Liability	49.6%	45.7%	338.327,966	154,640,867
3. PPA'06 Liability and Anneal Funding Notice	50 7%	46.7%	331,036,014	(54,640,867
4. Accumulated Benefits Liability	60.5%	45.9%	331,036,014	151.975,903
5. Withdrawal Liability	- 40.8%	37.8%	401,758,145	151,975,903
6. Current Liability	30.6%	2 <b>8</b> .6%	530,817,964	151,975,903

Notes:

- The value of benefits earned through the valuation date (accrued benefits) plus the value of benefits projected to be earned in the future for corrent participants. Used to develop the actuarial accrued liability, based in the long-term funding investment return assumption of 7.50% and the actuarial value of assets. The funded percentage using market value of essets is 48.4% for 2015 and 44.0% for 2016.
  - The portion of the present value of subre benefits allocated by the actuarial cost method to years prior to the valuation date. Based on the longterm funding invasiment return assumption of 7.50% and the actuarial value of assets. The funded percentage using market value of assets is 49.4% for 2015 and 44.9% for 2016.
  - The present value of benefits parried through the valuation date (accrued benefits) defined by PPA'06, based on the long-term funding investment, return assumption of 7.50% and compared to the actuarial value of assets.
  - 4 The present value of accruind benefits for disclosure in the applied financial statements, based on long-term hinding lovestment return assumption of 7.50% and compared to the market value of assets.
  - 5 The present value of vested benefits for withdrawal liability purposes, based on the blended interest rate and other assumptions described in Section 2: Withdrawal Liability Assumptions, the present value of vested benefits, and compared to the market value of assets. Includes the unamountized value of the Rehabilitation Plan reductions.
  - The present value of accrued benafits based on a government-prescribed mortality table and investment return assumption of 3.31% for 2025 and 3.11% for 2016, and compared to the market value of assets. Used to develop the maximum tex-deductible contribution and shown on the Schedule MB it less than 70%.

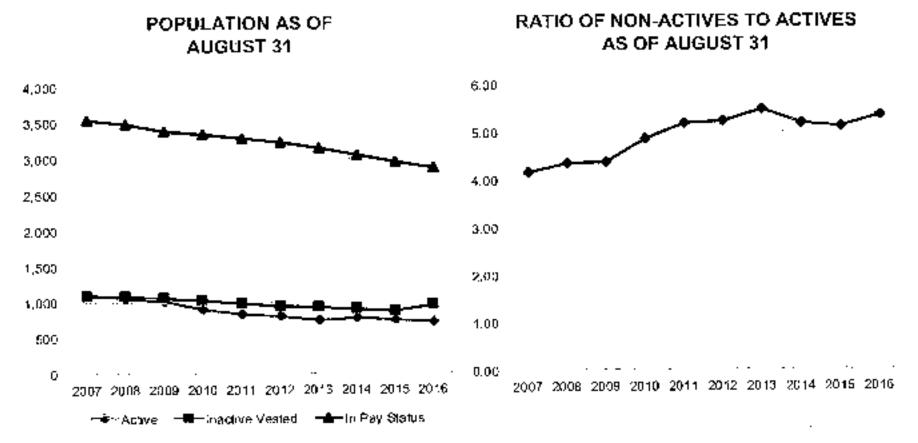
Disclosure. These measurements are not necessarily appropriate for accessing the sufficiency of Plan assets to cover the estimated cost of settling the Plan's benefit obligations or the need for or the amount of luture contributions.



# Section 2: Actuarial Valuation Results

# **Participant Information**

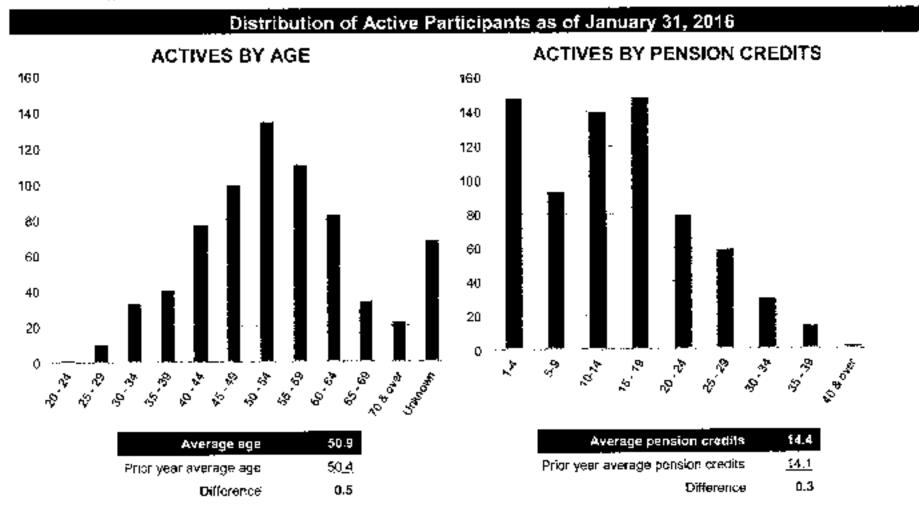
- > The Actuarial Valuation is based on demographic data as of August 31, 2016.
- > There are 714 active participants in the current valuation, compared to 746 in the prior valuation. The ratio of non-actives to actives has increased to 5.4 from 5.1 in the prior year.
- $\gg$  More details on the historical information are included in Section 3, Exhibits A and B.



#### Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# **Active Participants**

- There were 714 active participants this year, a decrease of 4.3% compared to 746 in the poor year.
- >> The age and service distribution is included in Section 4, Exhibit 6.



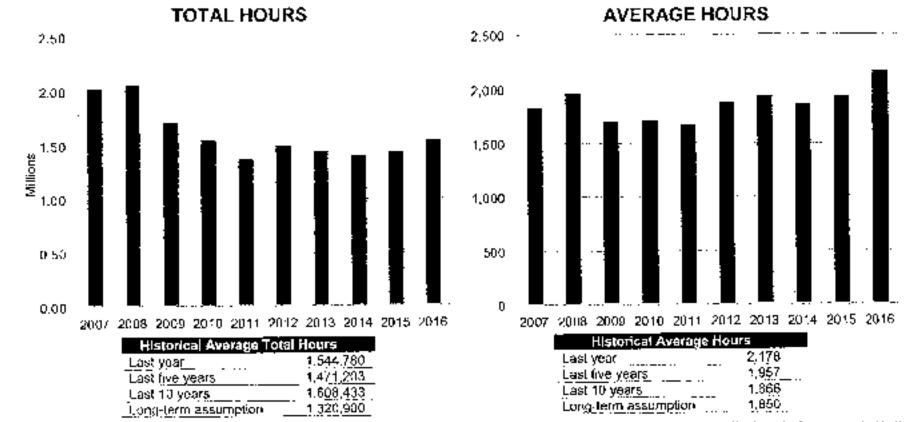
#### Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

* Segal Consulting 14

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# **Historical Employment**

- > The charts below show a history of hours worked over the last ten years. Additional detail is in Section 3, Exhibit C.
- The 2016 zone certification was based on an industry activity assumption of a reduction in active participant levels of 1% per year for five years and, on the average, contributions will be made for each active for 1,750 hours each year.
- Based on the average annual hours per active for the last 10 years of 1,865, the long-term assumption was revised to 1,850 hours with this valuation.
- > The valuation is based on 714 actives and a long-term employment projection of 1,850 hours.
- > Recent average hours have been increasing.



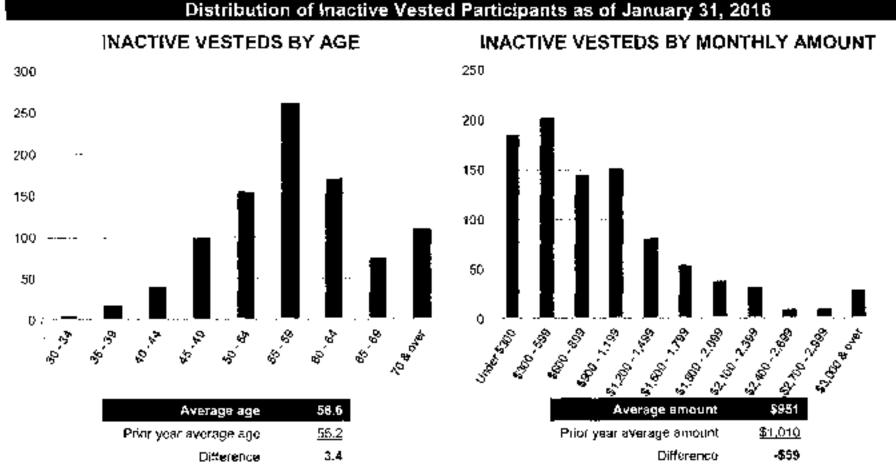
Note. The total hours of cumulations are based on total contributions arvided by the overage contribution rate for the year, which may differ from the hours reported to the Fund Office.

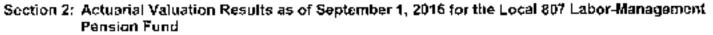
Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund



# **Inactive Vested Participants**

- A participant who is not currently active and has satisfied the requirements for, but has not yet commenced, a pension is considered an "inactive vested" participant.
- With this valuation, the assumption to exclude inactive vested participants over age 70 has been revised to not exclude these participants.
- There were 938 mactive vested participants this year, an increase of 10.6% compared to 848 last year. The increase is primarily due to the inclusion of inactive vesteds over age 70.
- > This excludes 16 beneficiaries entitled to future benefits this year and 18 last year.





### **New Pensions Awarded**

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1	Tet	tal	Rag	ular	Ea	<u>rly</u>	Dise	bility	25 \	íваr	30	Year	Defe	rred
Year Ended Aug 31	· Number	Average Amount	Number	Average Amount	Number	Average Amount	Kumber	Average Amount	Number	Average Amount	Number	Average Amount	Number	Average Amount
2007	87	\$1,006	10	\$564	16	\$825	2	\$1,478	8	\$1,648	20	\$2,022	31	\$391
2008	85	1,260	20	1,258	19	1,295	5	773	5	2,646	16	1,635	20	703
2009	70	1,205	11	1,073	- 14	945	5	1,552	5	1,557	15	1,954	20	723
2010	89	1,441	. 10	1,393	20	1,766	_		9	1,418	18	2,495	32	657
2011	- 107	1,796	15	2,135	22	925	2	1,798		2,053	35	3,082	25	471
2012	82	- 1,215	20	1,289	25	5,041		-	2	1,368	6	3,297		834
2013	51	749	12	1,060	13	782	-	-		_	–	-	26	589
2014	44	754	9	1,262	9	747		-	-				26	580
2015	60	1,093	:6	1,788	19	1,014	-		-		-	-	25	710
2016	54	1,075	::3	1,500	. 20	1,151				-			21	700

Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

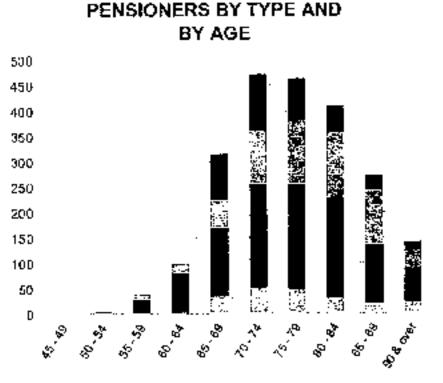
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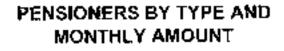
# **Pay Status Information**

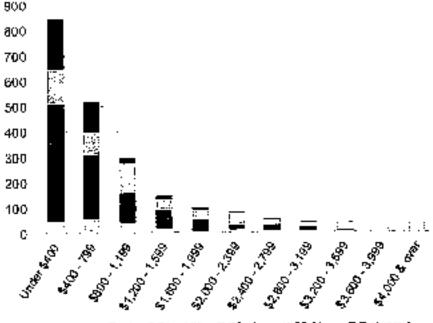
August 31, 2015	VS.	August 31, 2016
 2,303 pensioners and 646 beneficiaries	$\rightarrow$	2,214 pensioners and 546 beneficiaries
 \$2,291,002 total monthily benefits received	→	\$2,259,436 total monthly benefits received
 ····· · · · · · · · · · · · ·		·· ·· · · · · · · · · · · · · · ·

# Distribution of Pensioners as of August 31, 2016



Regular ■ Early ■ Disobility ■ 25 Year 4 30 Year ■ Deforted





[○] Regular ■ Early ■ Disability ■ 25 Year = 30 Year ■ Deterred.

#### Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# Progress of Pension Rolls Over the Past Ten Years

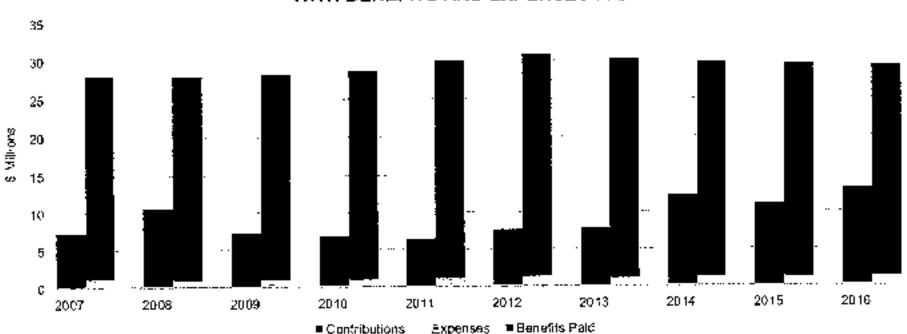
Year	Number	Average Age	Average Amount	Terminations'	Additions ²
2007	2,889	73.8	\$703	183	87
2008	2,827	74.2	727	:47	85
2009	2,741	74.6	751	156	70
2010	2,686	74.9	611	144	89
2011	2,616	74.9	833	1//	107
2012	2,557	75.2	864	141	82
2013	2,494	75.6	873	114	51
2014	2,399	76.1	891	139	44
2015	2,303	76.4	914	160	64
2016	2,214	70.6	935	143	54

#### IN PAY STATUS AT YEAR END

Torminations include pensioners who died or work suspended during the prior plan year.
 Additions to the pension rolls include new pensions awarded and suspended pensioners who have been reinstated.

# **Financial Information**

- > Benefits and expenses are funded solely from contributions and investment earnings.
- > Additional detail is in Section 3, Exhibit D.
- > For the most recent year, benefit payments and expenses were 2.2 times contributions.



### COMPARISON OF EMPLOYER CONTRIBUTIONS WITH BENEFITS AND EXPENSES PAID

#### Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# **Determination of Actuarial Value of Assets**

- The asset valuation method gradually recognizes annual market value fluctuations to help mitigate volatility in the actuarial cost calculations.
- > Less volatility in the actuarial cost better aligns with negotiated contribution rates.

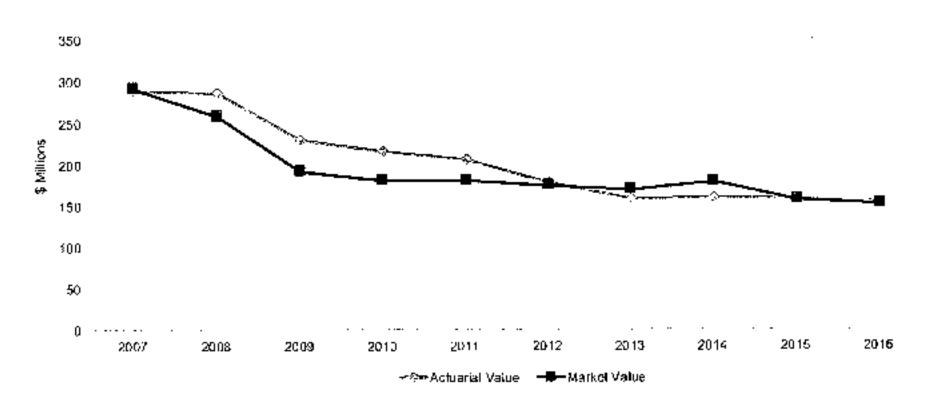
1	Market value of assats, August 31, 2016			\$151,975,903
		Driginal	Unrecognized	
2	Calculation of unrecognized return	Amount	Return**	
	(a) Year ended August 31, 2016	-\$329,297	-\$263,438	
	(n) Year ended August 31, 2015	-16,493,756	-9,896,254	
	(c) Year ended August 31, 2014	15,780.415	6,312,166	
	(d) Year ended August 31, 2013	5,912.804	1,182,561	
	(e) Year ended August 31, 2012	3,615.207	Q	
	(f) Fatal unrecognized return			-\$2,664,964
3	Proliminary actuarial value: (1) - (2h)			154,640,867
4	Adjustment to be within 20% carridor			
5	Final actuarial value of assets as of August 31, 2018: (3) + (4)	·····		754,640,867
6	Actuariot value as a percentage of market value: (5) ÷ (5)			101.6%
7	Amount deferred for future recognition: (1) - (5)			-\$2,664,964

* Total return minus expected return on a market value basis.

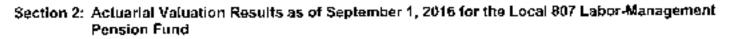
** Recognition at 20% per year over 5 years.

Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# Asset History for Years Ended August 31



### ACTUARIAL VALUE OF ASSETS VS. MARKET VALUE OF ASSETS



# ★ Segal Consulting ²²

# Actuarial Experience

- > Assumptions should reflect experience and should be based on reasonable expectations for the future.
- Each year actual experience is compared to that projected by the assumptions. Differences are reflected in the contribution requirement as an experience gain or loss.
- Assumptions are not changed if experience is believed to be a short-term development and that, over the long run, experience will return to assumed levels.
- > The net experience variation for the year was not significant when compared to that hability.

1.	Net gain from investments	\$1,649,824
2	Not gain from administrative expenses	73,257
3	Net loss from other experience	-1.803,771
4	Net experience loss: 1 + 2 + 3	<u>-580.690</u>

# EXPERIENCE FOR THE YEAR ENDED AUGUST 31, 2016

# Actuarial Value Investment Experience

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- Net investment income consists of expected investment income at the actuarially assumed rate of return, and an adjustment for market value changes. Investment expenses are subtracted.
- > The actuarial value of assets does not yet fully recognize past investment gains and losses, which will affect future actuarial invostment returns.

	· ···· <b>·······························</b>	·· _··	·
1	Net investment income		\$12,772,694
2	Average actuarial value of assets		148,304,928
3	Rate of return: 1 - 2	· · <b>-</b> ·	8.61%
4	Assumed rate of raturn		7.50%
5	Expected net invostment income: 2 x 4		\$11,122,870
6	Actuarial gain: 1 - 5		<u>\$1.649.824</u>

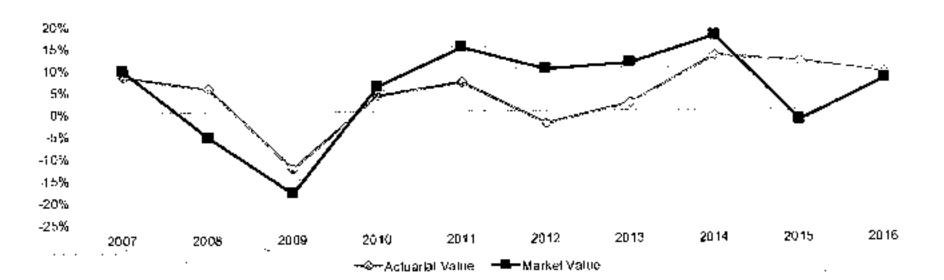
# INVESTMENT EXPERIENCE FOR THE YEAR ENDED AUGUST 31, 2016

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### **Historical Investment Returns**

- > Actuarial planning is long term. The obligations of a pension plan are expected to continue for the lifetime of all its participants.
- > The assumed long-term rate of return of 7.50% considers past experience, the Trustees' asset allocation policy and future expectations.

# MARKET VALUE AND ACTUARIAL RATES OF RETURN FOR YEARS ENDED AUGUST 31



Average Rates of ReturnActuarial ValueMarket ValueMost recent year return:8.81%7.28%Most recent five-year average return:5.81%8.55%Ten-year average return:3.46%3.53%

Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# **Non-Investment Experience**

#### Administrativo Expenses

> Administrative expenses for the year ended August 31, 2016 totaled \$1,204,147, as compared to the assumption of \$1,275,000.

#### **Mortality Experience**

- > Mortality experience (more or fewer than expected deaths) yields actuarial gains or losses.
- The average number of deaths for nondisabled pensioners over the past two years was 147 per year compared to 156 projected deaths per year. The average number of deaths for disabled pensioners over the past two years was 7.5 per year compared to 5.5 projected deaths per year.

#### Other Experience

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> Other differences between projected and actual experience include the extent of turnover among the participants, and retirement experience (earlier or later than projected).

# **Actuarial Assumptions**

- > The assumption changes are:
  - The mortality assumption, including an allowance for future longevity improvement, was updated to the RP-2014 Blue Collar Mortality Tables (adjusted back to 2006), with generational Scale MP 2016 from 2006.
  - The retirement rates for active and inactive vested participants are revised based on past experience and future expectations.
  - The assumption for henefil election was updated
  - Inactive vested participants over age 70 are no longer excluded from the valuation.
  - The assumption for hours worked per active was increased to 1,850 hours per year.
- > These changes increased the actuarial accrued liability by 6.98% and increased the normal cost by 2.20%.
- > Details on actuarial assumptions and methods are in Section 4, Exhibit 8.

# **Plan Provisions**

- > There were no changes in plan provisions for FSA purposes since the prior valuation.
- > A summary of plan provisions is in Section 4, Exhibit 9.

# **Contribution Rate Changes**

> The average contribution rate increased to \$6.36 per hour as of this valuation.

### **Pension Protection Act of 2006**

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#### 2016 Actuarial Status Certification

- PPA'06 requires trastees to actively monitor their plans' financial prospects to identify emerging funding challenges so they can be addressed effectively. Details are shown in Section 3, Exhibit J.
- The 2016 certification, completed on November 29, 2016, was based on the liabilities calculated in the September 1, 2015 actuarial valuation, adjusted for subsequent events and projected to August 31, 2016, and estimated asset information as of August 31, 2016. The Trustees provided an industry activity projection of an active population declining 1% per year for 5 years and level thereafter with contributions made for 1,750 hours per year for each active participant.
- This Plan was classified as critical and is also critical and declining (in the *Red Zone*) because there is a projected deficiency in the PSA, the Plan was projected to be insolvent within 20 years and the ratio of inactives to actives is at least 2.

#### **Rehabilitation Plan Update**

- > The Plan's Rehabilitation Period began September 1, 2013 and ends August 31, 2048.
- > Section 432(e)(3)(B) requires that the Trustees annually update the Rehabilitation Plan and Schedules.
- > Based on this valuation, projections show the Plan is not expected to emerge from critical status within the Rehabilitation Period.
- > The annual standards detailed in the Rehabilitation Plan are projected to be met for the next several years.
- Segal will continue to assist the Trustees to evaluate and update the Rehabilitation Plan and to prepare the required assessment of Scheduled Progress. We are prepared to continue to work with the Trustees including benefit suspensions under MPRA to address the eashflow crisis.

#### Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

Year	Zone Status
2008	Green
2009	Green
2010	Red
2011	Red
2012	Red
2013	Red
2014	Red
2015	₩ed
2016	Red (Critical and Declining)
· ··	

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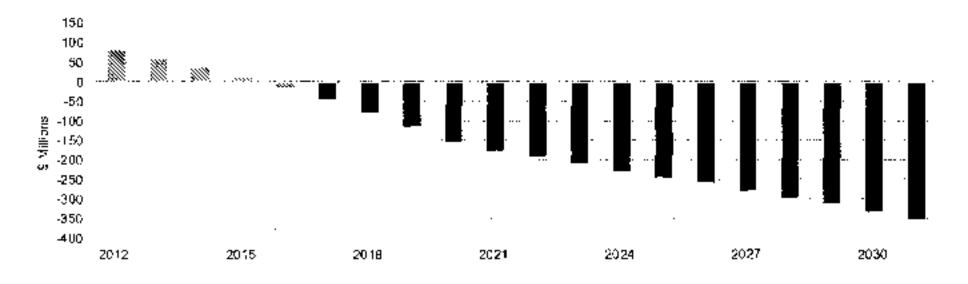
* Segal Consulting

# **Funding Standard Account (FSA)**

- > On August 31, 2016, the FSA had a funding deficiency of \$14,037,722, as shown on the 2015 Schedule MB. Contributions meet the legal requirement on a cumulative basis if that account shows no deficiency.
- Employers contributing to plans in critical status will generally not be penalized if a funding deficiency develops, provided the parties fulfill their obligations under the Rehabilitation Plan, including negotiation of bargaining agreements consistent with Schedules provided by the Trustees.
- > The minimum funding requirement for the year beginning September 1, 2016 is \$55,589,815.
- Based on the assumption that 714 participants will work an average of 1,850 hours at a \$6.3560 average contribution rate, the contributions projected for the year beginning September 1, 2016 are \$8,395,614. In addition, withdrawal liability payments are projected to be \$1,123,563. The funding deficiency is projected to increase by approximately \$31,705,694 to \$45,743,416 as of August 31, 2017.
- A summary of the ERISA minimum funding requirements and the FSA for the year ended August 31, 2016 is included in Section 3, Exhibit H.

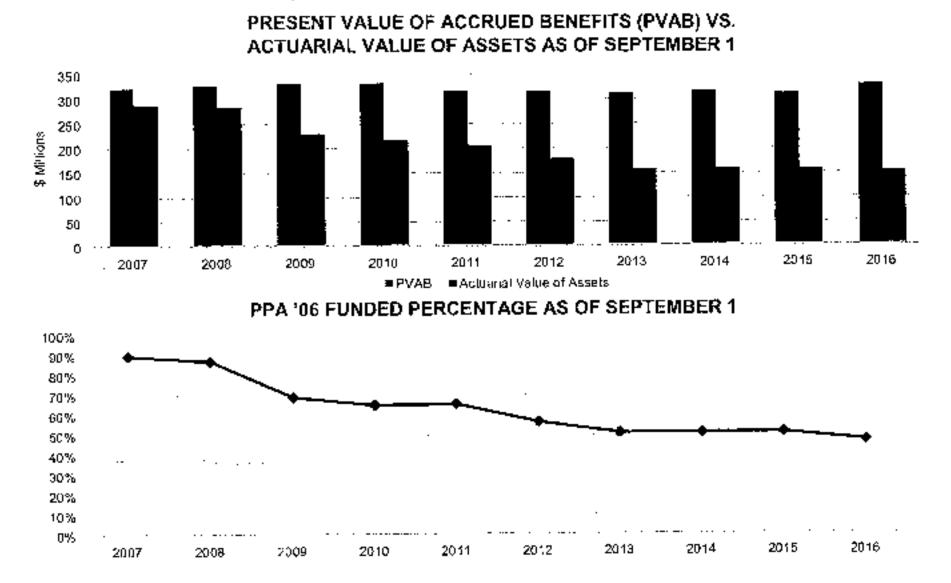
# Funding Standard Account Projection

- > A 15-year projection indicates the funding deficiency will continue to increase, assuming that:
  - The Plan will carn a market rate of roturn equal to 7.50% each year.
  - All other experience emerges as assumed, no assumption changes are made, and
  - There are no plan amendments or changes in law/regulation.
- > The projection is based on a level number of active employees and 1,850 hours per capita.



# **CREDIT BALANCE AS OF AUGUST 31**

Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund



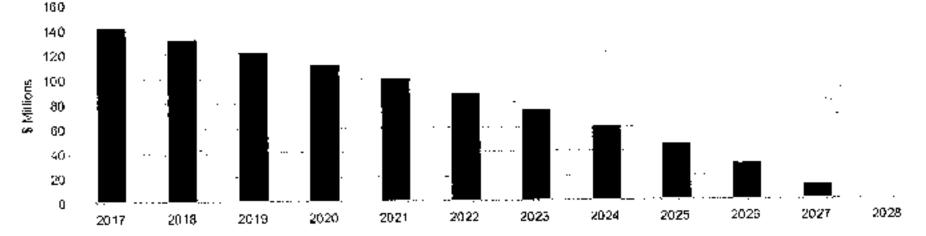
# **PPA'06** Funded Percentage Historical Information

#### Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# **Solvency Projection**

- PPA '06 requires Trustees to monitor plan solvency the ability to pay benefits and expenses when due. MPRA classifies red zone plans that are projected to become insolvent within 15 or 20 years as "critical and declining." See Section 3, Exhibit J for more information.
- > This Plan was certified as critical and declining based on a projected insolvency in 17 years.
- Based on this valuation, assets are projected to be exhausted in the year ending August 31, 2028, as shown below. This is the same as projected in the prior year valuation
- This projection is based on the negotiated contribution rates, the current valuation assumptions and the Trustees' industry activity projections. This projection does not reflect the contribution rate increases required under the Rehabilitation Plan. Reflecting fature rate increases required under the Rehabilitation Plan, the Plan is projected to be insolvent in the year ending August 31, 2032.
- > The Plan is operating under a Rehabilitation Plan that is intended to forestall insolvency.



# PROJECTED ASSETS AS OF AUGUST 31

#### Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# **Funding Concerns**

- > The imbalance between the benefit levels in the Pian and the resources available to pay for them must be monitored.
- > The growing funding deficiency and the projected inability to pay benefits need prompt attention.
- We are working with the Trustees to develop alternatives to address this situation including updating the Rehabilitation Plan if needed and exploring possible benefit suspension under MPRA.
- > The actions already taken to address this issue include plan changes and scheduled contribution rate increases per the Rehabilitation Plan.
- Since the actuarial valuation results are dependent on a given set of assumptions, there is a risk that emerging results may differ significantly as actual experience proves to be different from the assumptions. We have included a list of various risks that may affect the Plan in Section 2.

# Risk

- Since the actuarial valuation results are dependent on a given set of assumptions, there is a risk that emerging results may differ significantly as actual experience proves to be different from the assumptions.
- We have not been engaged to perform a detailed analysis of the potential range of fitture measurements. However, we have included a brief list of some risks that may affect the Plan:
  - Investment Risk (the risk that returns will be different than expected)
  - Longevity Risk (the risk that mortality experience will be different than expected)
  - Contribution Risk (the risk that actual contributions will be different from projected contributions)
  - Demographic Risk (the risk that participant experience will be different than assumed)

# Withdrawal Liability

- As of August 31, 2016, the preliminary actuarial present value of vested plan benefits for withdrawal hability purposes is \$394,606,217.
- Reductions in accrueil benefits or contribution southarges for a plan in critical status (*Red Zone*) are disregarded in determining an employer's allocation of the UVB. The Trustees have adopted a method for calculating the UVB effective for withdrawals that occur on and after September 1, 2011 The method is based on the PBGC's Technical Update 10-3, which describes how to account for the effect of benefit reductions that are implemented as part of a Rehabilitation Plan ("Affected Benefits") when a pension plan is in critical status.
- The unamortized value of all Affected Benefits pools (as shown in the chart on the next page) is also included in the total present value of vested benefits of \$401,758,145 as of August 31, 2016.

### Unfunded Present Value of Vested Benefits For Withdrawal Liability Purposes

The \$21,102,568 increase in the unfunded present value of vested benefits from the prior year is primarily due to the changes in assumptions.

		August 31		
		2015	2016	
1	Present value of vested benefits (PVVB) measured as of valuation date	\$378,502,197	\$394,606,217	
2	Unamortized value of Affected Schefits pools	7,622,198	7,151,928	
3	Total present value of vested bonofits: 1 + 2	\$386,124,395	\$401,758,145	
4	Markel value of assets	157,444,721	<u>151,975,903</u>	
5	Unfunded present value of vested benefits (UVB). 3 - 4, not less than \$0	\$228,679,674	\$249,762,242	

Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# Withdrawal Liability Assumptions

- The actuarial assumptions and methods are reasonable (taking into account the experience of the Plan and reasonable expectations) and, in combination, represent the actuary's best estimate of anticipated experience under the Plan to determine the unfunded vested benefits for withdrawal liability purposes.
- The interest rate is based on a blend, which includes rates selected based on estimated annuity purchase rates for benefits being settled, because withdrawal hability is a final settlement of an employer's obligations to the Plan. For benefits that could be settled immediately, because assets on hand are sufficient, the annuity purchase rates are those promulgated by PBGC under ERISA Sec. 4044 for multiemployer plans terminating by mass withdrawal on the measurement date. For benefits that cannot be settled immediately because they are not currently funded, the calculation uses rates equal to the interest rate used for plan funding calculations.

		•
Interest	For liabilities up to market value of assets, 2.50% for 20 years and 2.85% boyond (2.32% for 20 years and 2.37% beyond, in the prior year valuation). For liabilities in excess of market value of assets, same as used for plan funding as of September 1, 2016 (the corresponding funding rate as of a year earlier was used for the prior year's value).	I
Administrative Expanses	Calculated as prescribed by PBGC formula (29 CFR Part 4944, Appendix C): not applicable to those liabilities determined using funding interest rates	
Mortality	Same as used for plan funding as of September 1, 2016 (the corresponding mortality rates as of a year earlier were used for the prior year's value)	
Retirement Rates	Same as used for plan funding as of September 1, 2016 (the corresponding relirement rates as of a year earlier were used for the prior year's value)	

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Section 2: Actuarial Valuation Results as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# **Disclosure Requirements**

#### Annual Funding Notice

- > The actuarial information to be provided in the annual funding notice is shown in Section 3, Exhibit G.
- The value of plan benefits earned to date as of September 1, 2016 is \$331,036,014 using the long-term funding interest rate of 7.50%. As the actuarial value of assets is \$154,640,867, the Plan's funded percentage is 46.7%, compared to 50.7% in the prior year.

#### **Current Liability**

The Plan's current liability as of September 1, 2016 is \$530,817,964 using an interest rate of 3.11%. As the market value of assets is \$151,975,903, the funded current liability percentage is 28.6%. This is required to be disclosed on the 2016 Schedule MB of IRS Form 5500 since it is less than 70%. Details are shown in Section 4, Exhibit 3.

#### **Accounting Information**

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The Financial Accounting Standards Board (FASE) requires determination of the present value of accumulated plan benefits - the single-sum value of the benefits, vested or not, carned by participants as of the valuation date. Additional details on the present value of the accumulated plan benefits can be found in Section 4, Exhibit 2.

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# Section 3: Supplementary Information

# EXHIBIT A - TABLE OF PLAN COVERAGE

	Year Eng		
Category	2015	2016	Change from Prior Year
Participants in Fund Office tabulation	793	791	-0.3%
Less: Participants with less than one pension credit	47	77	, N/A
Active participants in valuation:			
Numbes	746	714	-4 3%
<ul> <li>Average age</li> </ul>	50.4	50.9	) 0.5
<ul> <li>Average pension credits</li> </ul>	14.1	14.4	0.3
<ul> <li>Average contribution rate for upcoming year</li> </ul>	\$5 4022	\$6.3560	17.7%
<ul> <li>Number with unknown age information</li> </ul>	62	68	9.7%
Total active vested participants	601		-5.8%
Inactive participants with rights to a pension:			
Number	848	938	10.5%
Averago ago	55.2	58.6	3.4
<ul> <li>Average estimated monthly bonofit</li> </ul>	<u>\$1,</u> 010	\$951	-5.8%
<ul> <li>Beneficiaries with rights to deforred payments</li> </ul>	îB	16	-11.1%
Pensioners:			
<ul> <li>Number in pay status</li> </ul>	2,303	2,214	-3.9%
Average age	75.4	76.6	0.2
Average monthly bonofit	\$914	\$936	2.4%
<ul> <li>Number of alternate payses in pay status</li> </ul>	21	23	9.5%
<ul> <li>Number in suspended status</li> </ul>	1	6	500.0%
Beneficiaries:			
<ul> <li>Number in pay status</li> </ul>	646	646	`0.0%
Average age	77.5	78.0	0.5
Average monthly boneful	\$294	\$306	4.1%

#### Section 3: Supplementary Information as of September 1, 2015 for the Local 807 Labor-Management Pension Fund

		· · · · · · · · · · · · · · · · · · ·				
Year Ended August 31	Active Participants	Inactive Vester Participants	Pensioners and Beneficlaries	Ratio of Non-Actives to Actives		
2007	1,108	1,079	3,530	<b>4.16</b>		
200B	1,049	1,077	3.477	4.34		
2009	1,014	1,055	3,387	4.38		
2010	900	1,026	3,337	4.85		
2011	823	977	3,284	5,18		
201 <b>2</b>	799	936	3,228	5 21		
2013	745	928	3,147	5.47		
2014	762	ô92	3,047	5.17		
2015	746	866	2,950	5.11		
2016	714		2,866	5.35		

# **EXHIBIT B - PARTICIPANT POPULATION**

Section 3: Supplementary information as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

	Total Hours	Total Hours of Contributions Active Participants			Average Hours of Contributions	
Year Ended August 31	Number	Percent Change	Number	Percent Change	Number	Percent Chang
2007	2,020,991	-5.3%	1,108	-1.8%	1,824	-3.5%
2008	2,067,352	2.3%	1,049	-6.3%	1,971	8.1%
2009	1,720,548	-16.8%	1,014	-3.3%	1,697	-13.9%
2010	1.546,363	10.1%	900	<b>-1</b> 1.2%	1,718	1.2%
2011	1,373,063	-11.2%	823	-8.6%	1,868	-2.9%
2012	1,506,274	9.7%	799	-2.9%	1,885	13.9%
2013	1,446,566	-4.0%	745	-6.8%	1,942	3.0%
2014	1,410,162	-2.5%	762	2.3%	1.851	-4.7%
2015	1,438,233	2.0%	746	-2.1%	1,928	4.2%
2016	1,554,780	8.1%	714	-4.3%	2,178	13.0%
· ·	Five-year average hours:			1,957		
· -	Ton-year average hours:			1,866		

# EXHIBIT C - EMPLOYMENT HISTORY

1 The total hours of contributions are based on total contributions divided by the average contribution rate for the year, which may differ impulse hours reported to the Fund Office.

Section 3: Supplementary Information as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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	Year Ended August 31, 2015		Year Ended Aug	just 31, 2016
Contribution Income:				
<ul> <li>Employer contributions</li> </ul>	\$7,787,889		\$8,399,235	
<ul> <li>Withdrawal hability payments</li> </ul>	3,234,823		4,743,832	
<ul> <li>Less administrative expenses</li> </ul>	-1,252,407		<u>-1,204,147</u>	
Net contribution income		\$9,770,305		\$11,938,920
Investment income:				
<ul> <li>Expected investment income</li> </ul>	\$11,167,659		\$11,122,870	
<ul> <li>Adjustment (oward market value)</li> </ul>	5,718,291		1,649,824	
Not investment income		16,885,950		12,772,694
Total income available for benefits		\$26,656,255		\$24,711,614
Less benefit payments		\$28,358,414		-\$28,153,481

# EXHIBIT D - SUMMARY STATEMENT OF INCOME AND EXPENSES ON AN ACTUARIAL BASIS

Section 3: Supplementary Information as of September 1, 2016 for the Local 807 Labor-Management Pension Fund ٠.

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	Year Ended August 3	1, 2015	Year Ended Aug	just 31, 2016
Cash equivalents		\$3,862,387		\$3,402,912
Accounts receivable:				
<ul> <li>Employer contributions</li> </ul>	\$748.600		<b>\$</b> 779,000	
<ul> <li>Accrued interest and cividends</li> </ul>	136.414		177,996	
<ul> <li>Net trades pending settlement</li> </ul>	Q		<u>44,938</u>	
Total accounts receivable		885.014		1,001,934
Total investments at market voluc	7:	53,276,518		147,846,702
Totel assets	\$1.	58,023,919		\$152,251,548
Less accounts payable:				
<ul> <li>Accounts payable</li> </ul>	-\$151,960		-\$107,278	
<ul> <li>Due to related organizations</li> </ul>	-162,194		-168,367	
<ul> <li>Nat trades pending settlement</li> </ul>	-235,044		Q	
Total accounts payable		-\$579,198	. <b></b>	-\$275,845
Not assets at market value '	\$1	57,444,721		\$151,975,903
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#### EXHIBIT E - FINANCIAL INFORMATION TABLE

¹ Excludes withdrawal liability payments receivable.

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				Actuarial Value   Investment Return :		Actuarial \ Investment		Market Va investment	
Year Ended August 31	Amount	Percent	Amouni	Percent	Year Ended August 31	Amount	Percent ¹	Amount	Percent
1997	\$21,344,134	8.43%	\$54,002,571	19 78%	2007	\$22,473,083	8.12%	\$26.072,256	9.44%
1998	22,473,670	8./1%	26,468,651	8,53%	2008	14,984,096	5.39%	-16,025.521	-5.71%
1999	32,593,357	12.42%	47,058,801	:4,76%	2009	-34,867,728	-12.73%	-45,016,697	-18.32%
2000	81,834,042	29.71%	59,512,080	17.18%	2010	8,037,106	3.69%	10,326,551	5.76%
2001	29,277,005	8.67%	-62,881,065	-15.28%	2011	13,604,781	6.71%	24,761.516	14.84%
2002	1,199,191	0.35%	-11.203,792	-3,71%	24112	-4,948,628	2.56%	16,223,983	9.65%
2003	15,178,041	4.65%	22,386,314	8.28%	2013	3,153,095	1.91%	18,022,130	11.16%
2004	2,946.148	0.92%	23,032,687	8.45%	2014	18,835,084	12,72%	27,727,402	17.41%
2005	-2,324,160	-0.76%	26,601,814	9.73%	2015	16,885,950	11.34%	-3,820,930	-2.26%
2006	15,090,705	5.36%	13,791,691	4.89%	2016	12,772,694	8.61%	10,745,723	1.28%
				· - <u> </u>	Total	\$290,541,466		\$268.006,105	
		Most recen	t five-year avera	aga return:			5.81%		8.55%
		Most recent	t ten-year avera	ge return:			<b>3.46</b> %		3.53%
		 20-уеат аме́	rage return:				5.79%	-	5.37%

#### EXHIBIT F - INVESTMENT RETURN - ACTUARIAL VALUE VS. MARKET VALUE

Note: Each year a yield is weighted by the average asset value in that year.

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¹ The investment return for 2000 instances the effect of a change in the method for determining the activatial value of assets.

Section 3: Supplementary Information as of September 1, 2016 for the Local 807 Labor-Management Pension Fund .

# EXHIBIT G - ANNUAL FUNDING NOTICE FOR PLAN YEAR BEGINNING SEPTEMBER 1, 2016 AND ENDING AUGUST 31, 2017

	2016 Plan Year	2015 Plan Year	2014 Plan Year
Actuarial valuation date	September 1, 2016	September 1, 2015	September 1, 2014
Funded percentage	46 7%	50.7%	. 50.5%
Value of assets	\$154,640,867	\$158,082,714	\$159,784,873
Value of liabilities	331,036,014	312,026,509	316,106,071
Fair market value of assets as of plan year end	Not available	151,975,903	157,444,721

#### **Critical or Endangered Status**

The Plan was in critical status in the plan year because a funding deficiency was projected at the end of the plan year.

## EXHIBIT R - FUNDING STANDARD ACCOUNT

- ERISA imposes a minimum funding standard that requires the Plan to maintain an FSA. The accumulation of contributions in excess of the minimum required contributions is called the FSA credit balance. If actual contributions fall short on a cumulative basis, a funding deficiency has occurred. For a plan that is in critical status under PPA'06, employers will generally not be penalized if a funding deficiency develops, provided the parties fulfill their obligations in accordance with the Rehabilitation Plan developed by the Trustees and the negotiated bargaining agreements reflect that Rehabilitation Plan.
- The FSA is charged with the normal cost and the amortization of increases or decreases in the unfunded actuarial accrued liability due to plan amendments, experience gains or losses and changes in actuarial assumptions and funding methods. The FSA is credited with employer contributions and withdrawal liability payments. All items, including the prior credit balance or deficiency, are adjusted with interest at the actuarially assumed rate.
- Increases or decreases in the unfunded actuarial accrued liability are amortized over 15 years except that short-term benefits, such as 13th checks, are amortized over the scheduled payout period.

Charges	· · · ·	Credits	
1 Prior year funcing deficiency	<u>\$0</u>	6 Prior year credit balance	\$9,578,700
2 Normal cost, including administrative expenses	2,357,983	7 Employer contributions	13,143,067
3 Total amortization charges	36,582,638	8 Total amortization credits	3,657,194
4 Interest to end of the year	<u>2,9</u> 20 <u>,547</u> _	9 Interest to end of the year	1,444,485
5 Total charges	\$ <u>41,86</u> 1,1 <u>68</u>	10 Full-funding limitation credit 11 Total credits	Q \$27,823,446
		ទីភ្លាស់ ដែរត្រូវបុរា ។ សមាតន៍ ខែវិសត្វ ភ្លើង	rig). RETURN

#### FSA FOR THE YEAR ENDED AUGUST 31, 2016

Section 3: Supplementary Information as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

### **EXHIBIT I - MAXIMUM DEDUCTIBLE CONTRIBUTION**

- Employers that contribute to defined benefit pension plans are allowed a current deduction for payments to such plans. There are various measures of a plan's funded level that are considered in the development of the maximum deductible contribution amount.
- One of the limits is the excess of 140% of "current liability" over assets. "Current liability" is one measure of the actuarial present value of all benefits earned by the participants as of the valuation date. This limit is significantly higher than the current contribution level.
- Contributions in excess of the maximum deductible amount are not prohibited; only the deductibility of these contributions is subject to challenge and may have to be deferred to a later year. In addition, if contributions are not fully deductible, an excise tax in an amount equal to 10% of the non-deductible contributions may be imposed. However, the plan sponsor may elect to exempt the non-deductible amount up to the ERISA full-funding limitation from the excise tax.
- The Trustees should review the interpretation and applicability of all laws and regulations concerning any issues as to the deductibility of contribution amounts with Fund Counsel.

1	Normal cost, including administrative expenses	\$2,413,752
2	Amortization of unfunderi actuarial accrued liability	24,893,605
3	Preliminary maximum deductible contribution: 1 + 2, with interast to the end of the plan year	\$29,355,409
4	Full-funding limitation (FFL)	335,429,005
5	Preliminary maximum deductible contribution, adjusted for FFL: lesser of 3 and 4	29,355,409
Б	Current liability for maximum deductible contribution, projected to the end of the plan year	522,389,840
7	Actuarial value of assets, projected to the end of the plan year	134,721,851
8	Excess of 140% of current liability over projected assets at end of plan year: (140% of (6)] - (7), not less than zero	596,623,925
9	End of year minimum required contribution	55,589,815
	ear i mia completar quasi en la Acadece	1 <i>\$</i> \$\$\$\$\$\$\$\$\$

Section 3: Supplementary Information as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# **EXHIBIT J - PENSION PROTECTION ACT OF 2006**

## **PPA'06 Zone Status**

- Based on projections of the credit balance in the FSA, the funded percentage, and cash flow sufficiency tests, plans are categorized in one of three "zones" critical status, endangered status, or neither.
- The funded percentage is determined using the actuarial value of assets and the present value of benefits carned to date, based on the actuary's best estimate assumptions.

Delta and	A step is standing as being in aritical sister (the Red Zeen) if:
Critical Status (Red Zone)	<ul> <li>A ptan is classified as being in critical status (the <i>Red Zone</i>) if:</li> <li>The funded parcentage is less than 65%, and either there is a projected FSA deficiency within five years or the plan is projected to be unablu to pay benefits within seven years, or</li> </ul>
(	<ul> <li>There is a projected FSA deficiency within four years, or</li> </ul>
	<ul> <li>There is a projected inability to pay benefits within five years, or</li> </ul>
	<ul> <li>The present value of vested benefits for identive participants exceeds that for actives, contributions are less than the value of the current year's benefit accruals plus interest on existing unfunded accrued benefit liabilities, and there is a projected FSA deficiency within five years, or</li> </ul>
	<ul> <li>As permitted by the Multiemployer Pension Reform Act of 2014, the plan is projected to be in the Red Zone within five years and the plan sponsor elects to be in critical status.</li> </ul>
	A critical status plan is further classified as being in critical and declining status if: • The ratio of inactives to actives is at least 2 to 1, and there is an inability to pay benefits projected within 20 years, or
	<ul> <li>The funded percentage is less than 80%, and there is an inability to pay benefits projected within 20 years, or</li> </ul>
	<ul> <li>There is an inability to pay bonents projected within 35 years.</li> </ul>
	Any amortization extensions are ignored for festing initial entry into the Red Zone.
	The Trustees are required to adopt a formal Rehabilitation Plan, designed to allow the plan to emerge from critical status by the crid of the rehabilitation period. If they determine that such emergence is not reasonable, the Rohabilitation Plan must be designed to emerge as of a later time of to forestall possible insolvency.
	Frustees of Red Zone plans have tools, such as the ability to reduce or eliminate early retirement subsidies, to remedy the situation, Accelerated forms of benefit payment (such as lump sums) are prohibited. However, unless the plan is critical and declining, Trustees may not reduce benefits of participants who retired before being notified of the plan's critical status (other than rolling back recent benefit increases) or after core retirement benefits payable at normal retirement age.



	from the Yellow Zone within 10 years. The Trustees are required to adopt a formal Funding Improvement Plan, designed to improve the current funded percentage, and
	Trustees of a plan that was in the Green Zone in the prior year can elect not to enter the Yellow Zone in the current year (although otherwise required to do so) if the plan's current provisions would be sufficient (with no further action) to allow the plan to emerge
	A plan that has both of the endangered conditions present is classified as seriously endangered.
	<ul> <li>There is a projected FSA definiency within seven years.</li> </ul>
Status (Yellow Zonc)	<ul> <li>The funded percentage is less than 80%, or</li> </ul>
Endangered	<ul> <li>A plan not in critical status (Red Zone) is classified as being in endangered status (the Yellow Zone) If</li> </ul>



Trustees of a Green or Yellow Zone plan that is projected to enter the Red Zone within five years must elect whother or not to enter the Red Zone for the cutrent year.

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# Section 4: Certificate of Actuarial Valuation

#### AUGUST 17, 2017 CERTIFICATE OF ACTUARIAL VALUATION

This is to certify that Segal Consulting, a Member of The Segal Group, Inc. ("Segal") has prepared an actuarial valuation of the Local 807 Labor-Management Pension Foud as of September 1, 2016 in accordance with generally accepted actuarial principles and practices. It has been prepared at the request of the Board of Trustees to assist in administering the Fund and meeting filing requirements of federal government agencies. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Board of Trustees and may only be provided to other parties in its entirety.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

The valuation is based on the assumption that the Plan is qualified as a multiemployer plan for the year and on information supplied by the auditor with respect to contributions and assets and related on the Plan Administrator with respect to the participant data. Segal Consulting does not audit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. To the extent we can, however, Segal does review the data for reasonableness and consistency. Based on our review of the data, we have no reason to doubt the substantial accuracy of the information on which we have based this report and we have no reason to believe there are facts or circumstances that would affect the validity of these results. Adjustments for incomplete or apparently inconsistent data were made as described in the attached *Exhibit 8*.

I am a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of my knowledge, the information supplied in this actuarial valuation is complete and accurate, except as noted in *Exhibu 1*. Fach prescribed assumption for the determination of Current Liability was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, the combination, offer my best estimate of anticipated experience under the plan.

Nicholas J. Laccetti, MAAA, FCA

Senior Vice President and Actuary Enrolled Actuary No. 17 02263

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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#### EXHIBIT 1 - SUMMARY OF ACTUARIAL VALUATION RESULTS

The valuation was made with respect to the following data supplied to us by the Plan Administrator:

Pensioners as of the valuation date (including 646 beneficiaries in pay status and six pensioners in		2,866	
suspended status) Participants inactive during year ended August 31, 2016 with vested rights (including 86 participants		. 954	
with unknown ags) Participants active during the year ended August 31, 2016 (including 68 participants with unknown age)		714	•
<ul> <li>Fully vested</li> </ul>	566		
Not vested	 148	2.548	E

The actuarial factors as of the valuation date are as follows:

Normal cost, including administrative expenses		· <u> </u> ·   ·		\$2,413,752
Actuarial present value of projected benefits			· - <b></b> -··	345,646 <u>,</u> 035 7,318,069
Actuarial accrued liability				338.327,966
<ul> <li>Pensioners and beneficiarius'</li> </ul>		\$213	,902.714	
<ul> <li>Inactive participants with vested rights</li> </ul>			439,228	
<ul> <li>Active participants</li> </ul>		. 63	,896.024	· · · <b></b> ····
Actuarial value of assets (\$151,975,903 at market value as reported by Schultheis & Panettieri LCH	י (י-			\$1\$4,640,867 183,687,090
Unfunded actuarial accrued l'ability	· ·	·· ·-		

¹ Includes liabilities for 23 formor spouses in pay status.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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#### **EXHIBIT 2 - ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS**

The actuarial present value of accumulated plan benefits calculated in accordance with FASB ASC 960 is shown below as of September 1, 2015 and as of September 1, 2016. In addition, the factors that affected the change between the two dates follow.

	Benefit Information Date		
	September 1, 2015	September 1, 2016	
Actuarial present value al vested accumulated plan benefits:			
<ul> <li>Participants currently receiving payments</li> </ul>	\$205,767,807	\$213.992,714	
<ul> <li>Other vested benefits</li> </ul>	<u>105,768,268</u>	<u>115.768.019</u>	
<ul> <li>Total vested benefits</li> </ul>	\$311,536,075	\$330,760,733	
Actuarial present value of non-vested accumulated plan benefits	490,434	275,281	
<ul> <li>Device A second processes with the state</li> </ul>	1. 1. 75 815	SERVANDAC:	

Factors	Change in Actuarial Present Velue of Accumulated Plan Benefits
Benefits accumutated inet experience gain priloss changes in data	\$3,875,849
Benefits paid	-28,153,461
Changes in actuanal assumptions	21,028,863
Interest	22,258,254
Total	819,000,335

#### EXHIBIT 3 - CURRENT LIABILITY

The table below presents the current liability for the Plan Year beginning September 1, 2016.

ítem ¹	Amount
Retired purburpants and beneficiaries receiving payments	\$289,720,764
nactive vested participants	120,024,868
Active participants	
<ul> <li>Non-vested benefits</li> </ul>	\$909,624
<ul> <li>Vested benefits</li> </ul>	<u>120,162,79</u> 8
Total active	\$121,072,332
	5.25.5 C* 7.302
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Expected increase in current liability due to benefits accruing during the pl	an year \$4,434,287
Expected release from current liability for the plan year	29,019,892
Expected plan disoursements for the plan year, including administrative et	
Corrent value of assets	\$\51.975,903
Percentage funded for Schedule MB	
· · · · · · · · · · · · · · · · ·	

 1  The actuarial assumptions used to calculate these values are shown in Exhibit 8.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

#### **EXHIBIT 4 - INFORMATION ON PLAN STATUS AS OF SEPTEMBER 1, 2016**

Ptan status (as carlified on November 29, 2016 for the 2016 zone cartification)	Critical	
Scheduled progress (as certified on November 29, 2016, for the 2016 zone certification)	Yes	
Actuarial value of assets for ESA	\$154,640,867	
Accrued liability under unit credit cost method	331,036,014	
Funded percentage for monitoring plan's status	45.7%	
Year in which insolvency is expected	2 <b>0</b> 3 <b>2</b>	

#### **EXHIBIT 5 - SCHEDULE OF PROJECTION OF EXPECTED BENEFIT PAYMENTS**

Plan Year	Expected Annual Benefit Payments ⁴			
2016	\$28,968,922			
2017	28,659,029			
2018	28,163,180			
2019	27,835,721			
2020	27,502,871			
2021	27,347,531			
2022	27,154,764			
2023	26,856,056			
2024	26,587,039			
2025	26,370,653			

³ Assuming as of the valuation date:

- no additional accruais,
- expension is in line with valuation assumptions, and
- no new entrants are covered by the plan.

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#### EXHIBIT 6 - SCHEDULE OF ACTIVE PARTICIPANT DATA

## (SCHEDULE MB, LINE 8b(2))

The participant data is for the year ended January 31, 2016.

Pension Credits										
Age	Total	1-4	5-9	10-14	15 - 19	20 - 24	<b>2</b> 5 - 29	30•34 i	35 - 39	40 & over
Undut 25	1	1	-	-		-	-			
25 - 29	10	8	2		-	-	-	-	_	
30 - 34	33	15	7	11	-	_	-	-	-	-
35 - 39	40	11	12	10	7			-	-	-
40 - 44	77	16	·	21	23	6	-		-	-
45 - 49	100	13	13	24	32	9	8	1	-	-
50 - 54	135	14	19	26	33	25	15	3	-	
	111	4	10	24	19	22	18	11	3	
60 - 64	83		12	18	17	11	9	10	5	1
65 - 69	34	2	1	3	15	2	7	-	3	1
70 8 over	22	1	1	3	2	4	2	5	з	1
 Unknown	6 <b>8</b>	63	5	-	-	-		• –	_	
1 A.L	· · ·	-2	49	'-5		75	ΞF	30	<u>1</u> 20	3

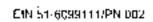
Note: Excludes 77 participants with feas than one pension credit.

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Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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#### EXHIBIT 7 - FUNDING STANDARD ACCOUNT

The table below presents the FSA for the Plan Year ending August 31, 2017.

Charges			Credits			
1 Prior year funding deficiency	\$14,037,722	6	Prior year credit balance	\$0		
2 Normal cost, including administrative expense	aes 2.413,752	7	Amortization credits	3,657,194		
3 Amertization charges	38.917,176	8	Interest on 6 and 7	274,290		
4 Interest on 1, 2 and 3	4 152,649	9	Full-funding similation crudit	C		
al contra a Agre	2.84 E4 (24)	1	i ti shati e navîtir	18.197 - 186 186		
Minimum contribution with interest required to a	void a funding deficiency 5 -	10	, not less than zero	\$55,589,815		

	Full Funding Limitation (FFL) and Credits	
ER/SA FFL (accrued liability FFL)		\$202,923,251
RPA'94 override (90% current liability FFL)		335,429,005
FFL credil		Q
· · · · · · · · · · · · · · · · · · ·		

Section 4: Certificate of Actuarlal Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# EXHIBIT 7 - FUNDING STANDARD ACCOUNT (CONTINUED)

#### Schedule of FSA Bases (Charges) (Schedule MB, Line 9c)

Type of Base	Date Established	Amortization Amount	Years Remaining	Outstanding Balance
Plan amendment	09/01/2009	\$536,226	8	\$3,376,404
Actuarial losa	09/01/2009	5,896,683	В	37,129,060
Combined and offset base	03/01/2009	24,863,907	4.22	93,826,092
Plan amendmeni	00/01/2010	41,992	9	287,955
Actuarial loss	09/01/2010	795,557	<u>р</u>	5,455,379
Actuatial loss	09/01/2011	183,304	10	1,352,583
Actuarial loss	09/01/2012	2,435,343	13	19,159,600
Actuarial loss	09/01/2013	1,094,535	12	9,101,523
Assumption changes	09/01/2014	734,068	13	6,412,464
Actuaria: loss	09/01/2016	8,503	15	80,690
Assumption changes	09/01/2016	2,326,038	15	22,072,135
18.8.		8165 T 618		ල්ල දින් දින්දිය දිනිවේ

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

# EXHIBIT 7 - FUNDING STANDARD ACCOUNT (CONTINUED)

#### Schedule of FSA Bases (Credits) (Schedule MB, Line 9h)

Type of Sase	Date Established	Amortization · Amount ·	Years Remaining	Outstanding Balance
Assumption changes	09/01/2010	\$52,513	9	\$360,100
Pian amendment	09/01/2011	2.564,596	10	18,923,866
Actuarial gain	09/01/2014	438,111	- 13	3,827,020
Actusrial gain	09/01/2015	601,974	14	5,493,522
Tone -		83.857.594		\$22.364.538

#### EXHIBIT 8 - STATEMENT OF ACTUARIAL ASSUMPTIONS/METHODS

# (SCHEDULE MB, LINE 6)

	Healthy:	RP-2014 Blue Collar Employee and Annultant Mortality Tables (adjusted back to 2006) with generational Scale MP-2016 from 2006			
	Disabled:	RP-2014 ()isobled Annuitant Mortality Table (adjusted back to 2006) with generational Scale MP-2016 from 2006			
	The above mortal ty tables reasonably reflects the mortality experience of the Plan as of the measurement date. These mortality tables were then adjusted to future years using generational projection under Scale MP-2016 to anticipate future mortality improvement.				
The mortality rates were based on historical and current demographic data, adju experience and professional judgment. As part of the analysis, a comparison wa and the projected number based on the prior year's assumption over the most re-		rates were based on historical and current demographic data, adjusted to reflect estimated future nd professional judgment. As part of the analysis, a comparison was made between the actual number of acted number based on the prior year's assumption over the most recent years.			

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#### Termination Rates

			Rate (%)	Withd	rawali	
	Mort	ոնiy ¹		Years o	f Service	
Age	Male	' Female	Less than 2 years	2-4 Үеагъ	5-9 Years	10 Years or More
20	<b>D</b> .07	0.02	17.99	14.19	0.00	0.60
25	0.07	0.02	21.74	17.14	12.96	D.DO
30	0.06	0.02	18.61	13.58	8.39	4.84
35	0.07	0.03	16.78	11.02	7.15	5.02
40	0,10	0.05	15.91	10.35	6.01	4,15
45	0.16	0.09	15.48	y.47	5.82	3.73
<b>5</b> 0	0.26	0.13	15.60	8.90	5.32	3.49
55	0.38	0.19	13.52	7.82	2.59	0.88
60	D.64	0.31	13.63	7.84	2.12	0.20

* Mortality rates are shown from the base table and do not reflect any mortality projection.

² Withdrawa! rates cut out at early relirement age.

The termination rates were based on historical and current demographic data, estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of retirements by age and the projected number based on the prior year's assumption over the most recent years.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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#### Retirement Rates

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" Age	Annual Retirement Rates
55-61	2%
62 - 63	6
64	12
65	15
66	16
67	7
63	16
. <u>6</u> 9	19
70	100
if eligible	

The retirement rates were based on historical and current demographic data, estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of retirements by age and the projected number based on the prior years' assumption over the most recent years.

Description of Weighted Average Retirement Age

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Age 67, determined as follows: The weighted average retirement age for each participant is calculated as the sum of the product of each potential past or future retirement age times the probability of survivirg from entry age to that age and then retiring at that age, assuming no other decrements. The overall weighted retirement age is the average of the individual retirement ages based on all the active participants included in the September 1, 2016 actuarial valuation.

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

Retirement Rates for Inactive Vested Participants		Ago'	Annual Retirement Rates	Ager	Annual Retirement Rates	
		55	28%	63	12%	
		56 - 57	4	64	3	
		58	2	65	52	
		59	10	65	29	
		60	9	67	12	
		61	2	68	6	
		62	20	69	13	
				70	100	
		<ul> <li>if eligible</li> </ul>				
	<ul> <li>reflect estimate</li> </ul>	ed future experie	nce and professional	Fjudgment. As pa	ort of the analysis, a co	emographic data, adjuated to mparison was made
	between the so the most recon	tual number of r tycars.	nce and professional	Fjudgment. As pa nd the projected i	ort of the analysis, a co	mparison was made irior years' assumption over
	between the ac the most recon Employees are The future ben professional jud	thal number of r typears, assumed to wor efit accruais wer	nce and professional etherments by aga ar 	Fjudgment. As pa nd the projected r 	ort of the analysis, a co number based on the p 	mparison was made
	between the ac the most recon Employees are The fature ben professional jud accruals over th	thal number of r t years. assumed to wo efit accruais wer dgment. As part he most recent y	nce and professional etherments by aga an rk 1,850 hours per ye o based on historical of the analysis, a con years.	Fjudgment. As pand the projected in ear. I and current den mparison was ma	ort of the analysis, a co number based on the p  nographic data, estma ade between the assum	imparison was made irior years' assumption over 
Accruais  Unknown Dala for	between the ac the most recon Employees are professional jud accruals over th Same as those be male. Active participa	tyears. assumed to wor efit accruais war- dgment. As part he most recent y exhibited by par- mis are defined if	nce and professional etherments by aga an rk 1,850 hours per ye of the analysis, a con rears. rticipants with similar as those with at least	Fjudgment. As pand the projected in ear. I and current den mparison was ma known characte	ort of the analysis, a co number based on the p  nographic data, estma ade between the assum	Imparison was made prior years' assumption over ted future experience and ned and the actual benefit participants are assumed to ar and who have
Participants Definition of Active	between the ac the most recon Employees are professional jud accruals over th Same as those be male. Active participa	tyears. assumed to wor efit accruais war- dgment. As part he most recent y exhibited by par- mis are defined if	nce and professional etherments by aga an rk 1,850 hours per ye of the analysis, a con rears. rticipants with similar as those with at least	Fjudgment. As pand the projected in ear. I and current den mparison was ma known characte	art of the analysis, a con number based on the p mographic data, estima ade between the assum initios. If not specified, smost recent credit ye	Imparison was made prior years' assumption over ted future experience and ned and the actual benefit participants are assumed to ar and who have
Accruals Unknown Dala for Participants Definition of Active Participants Exclusion of Inactive	between the ac the most recon Employees are professional jud accruals over the Same as those be male. Active participa accumulated al	tyears. assumed to wor efit accruais war- dgment. As part he most recent y exhibited by par- mis are defined if	nce and professional etherments by aga an rk 1,850 hours per ye of the analysis, a con rears. rticipants with similar as those with at least	Fjudgment. As pand the projected in ear. I and current den mparison was ma known characte	art of the analysis, a con number based on the p mographic data, estima ade between the assum initios. If not specified, smost recent credit ye	Imparison was made prior years' assumption over ted future experience and ned and the actual benefit participants are assumed to ar and who have

# Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

EIN 51/6099111/PN 002

Benefit Election	60% of participants assumed to elect the Single Life Annuity 40% assumed to elect 50% Joint and Survivor Annuity.
	The benefit elections were based on historical and current demographic data ladjusted to reflact the plan design estimated future experience and professions! Judgment. As part of the analysis, a comparison was made between the assumed and the actual option election patterns over the past several years.
Delayed Retirement	Inactive vested participants who are assumed to commence receipt of benefits after attaining normal retirement age qualify for delayed retirement increases.
Net Investment Return	/.50%
	The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judyment. As part of the analysis, a building block approach was used that reflects Inflation expectations and anticipated risk pramiums for each of the portfolio's asset classes as provided by Segal Marco Consulting, as well as the Plan's target asset allocation.
Annual Administrative Expenses	\$1,275,000, payable monthly, for the year beginning September 1, 2016 (equivalent to \$1,226,285 payable at the beginning of the year)
	The annual administrative expenses were based on historical and current data, adjusted to reflect estimated future experience and professional judgment.
Actuarial Value of Assets	The market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual parket return and the projected market return, and is recognized over a five-year period. The actuanal value is further adjusted, if necessary, to be within 20% of the market value.
Actuarial Cost Method	Entry Age Normal Actuarial Crist Method. Entry Age is the age at date of employment or, if date is unknown, current age minus pension credits. Normal Cost and Actuarial Accrued Liability are calculated on an individual basis and are allocated by service, with Normal Cost determined as if the current benefit accrual rate had always been in effort.
Benefits Valued	Unless otherwise indicated, includes all banefits summarized in Exhibit 9.
Current Liability	Interest: 3.11%, within the permissible range prescribed under IRC Section 431(c)(5)(E)
Assumptions	Mortality: Mortality prescribed under IRS Regulations 1.431(c)(6)-1 and 1.430(h)(3)-1: RP-2000 tables projected forwar to the valuation year plus seven years for annuitants and 15 years for nonannuitants

Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund `

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Justification for Change in Actuarial Assumptions (Schedule MB, line 11) For purposes of determining current hability, the current liability interest rate was changed from 3.57% to 3.31% due to a change in the permissible range and recognizing that any rate within the permissible range satisfies the requirements of IRC Section 413(c)(6)(E) and the mortality tables were changed in accordance with IRS Regulations 1.431(c)(6)-1 and 1.430(h)(3)-1.

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Based on past experience and future expectations, the following actuarial assumptions were changed:

_____

- Mortality rates for healthy participants, previously 1.35 times the RP-2014 Blue Collar Mortality Tables with generational projection using Scale MP 2014 from 2014
- Montahty rates for disabled participants previously RP-2014 Disabled Refiree Montahty Table with generational projection using Scale MP 2014 from 2014
- Retirement rates for active participants previously:

Age`	Annoal Retirement Rates
55 - 61	
62	15
63 ·· 64	10
65 - 66	20
<del>6</del> 7 – 68	10
69	25
70	100
* if ctigible	

Retirement rates for inactive vested participants previously;

Age I	Annual Retirement Rates
55	25%
55 - 61	5
62	25

#### Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

#### EXHIBIT 9 - SUMMARY OF PLAN PROVISIONS

(SCHEDULE MB, LINE 6)

This exhibit summarizes the major provisions of the Plan included in the valuation. It is not intended to be, nor should it be interpreted as, a complete statement of all plan provisions.

Plan Year	September 1 through: August 31				
Pension Credit Year	February 1 through January 31				
Plan Stalus	Onguing plan				
Regular Pension	<ul> <li>Age Requirement: 65</li> </ul>				
	<ul> <li>Service Requirement: 15 pension credits</li> </ul>				
	Amount. The total accrued benefit is the sum of each year's accrual based on 1. The highest contribution rate prior to February 1, 2010 for service earned prior to February 1, 2010.				
	<ol><li>The highest contribution rate that was made for at least 250 hours during the pension credit year for service on or after February 1, 2010</li></ol>				
	3. For service after February 1, 2012, the apprual rate is lesser of:				
	(a) 1% of product of number of hours for which contributions are due on behalf of the participant in credit year and the contribution rate in effect on September 1, 2011, or				
	(b) Accrualizate under the Plan as of September 1, 2011.				
	The accrual rate effective May 1, 2001 for contribution rates \$4,315 or more per hour, \$165 for each pension credit less than 25 plus \$20.49 for each pension credit greater than 25. Lower benefit levels have been established for employees at lower contribution levels.				
	Delayed Relirement Amount: Regular pension accrued at Normal Relirement Age (NRA), increased by 1.0% for each month greater than age 70.				
Early Retirement	<ul> <li>Age Requirement: 55</li> </ul>				
	<ul> <li>Service Requirement: 15 ponsion credits</li> </ul>				
	<ul> <li>Amounf: Regular pension accruad, actuarially, reduced from age 65</li> </ul>				
Vesting	Age Requirement: None				
	<ul> <li>Service Requirement Five pension credits or 5 years of vesting service.</li> </ul>				

#### Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

	<ul> <li>Amount: Regular or early pension accrued based on plan in effect and contribution rate when last active</li> </ul>			
	<ul> <li>Normel Retirement Age: Later of age 65 or the participant's 5P appliversary of participation.</li> </ul>			
Spouse's Pre-	Age Requirement: None			
Retirement Death Benefit	<ul> <li>Service Requirement: Spension crodits or 5 years of vesting service</li> </ul>			
	<ul> <li>Amount: 50% of the benefit employee would have received had no or she retired the day before he or she died and elected the joint and survivor option. If the employee died prior to eligibility for an early retirement ponsion, the spouse's benefit is deferred to the date employee would have first been eligible to refire.</li> </ul>			
	Charge for Coverage: None			
Optional Forms of	50% Joint-and-Survivor			
Benefils	75% Joint-and-Survivor			
	Single Life Annuity			
Participation	Earliest of February 1 or August 1 after completion of 1,000 hours during a 12 consecutive month period.			
Pension Credil	Hours Worked Per Year Pension Credit			
	Under 250 0			
	. 250 - 499 1/4			
	500 - 749 1/2			
	750 - 909 3/4			
	1,000 and over 1			
Vesting Credit	One year of vesting service for at least 1,000 hours.			
Contribution Rate	Rates as of Suptember 1, 2016 vary from \$3,1500 to \$10,0150, with an average rate of \$6,3560.			
Changes in Plan Provisions	None			

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Section 4: Certificate of Actuarial Valuation as of September 1, 2016 for the Local 807 Labor-Management Pension Fund

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# * Segal Consulting

Labor-Management Pension Fund Actuarial Valuation and Review as of September 1, 2017

This report has been prepared at the request of the Board of Trustees to assist in administering the Fund and meeting filling requirements of federal government agencies. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Board of Trustees and may only be provided to other parties in its entirely. The measurements shown in this actualization may not be applicable for other particles.

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 $\star$  Segal Consulting

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April 25, 2018

Board of Trostees Local 807 Labor-Management Pension Fund 32 43 49th Street Long Island City, New York 11103

Dear Trustees:

We are pleased to submit the Actuarial Valuation and Review as of September 1, 2017. It establishes the funding requirements for the current year and analyzes the preceding year's experience. It also summarizes the actuarial data and includes the actuarial information that is required to be filed with Form 5500 to federal government agencies.

The censes information upon which our calculations were based was prepared by the Fund Office, under the direction of Al Fernandez. That assistance is gratefully acknowledged. The actuarial calculations were completed under the supervision of Joel R. Leary, ASA, FCA, MAAA, Enrolled Actuary.

We look forward to reviewing this report with you at your next meeting and to answering any questions you may have.

Sincerely,

Segal Consulting, a Member of The Segal Group

By:

Nicholas J. Laccetti, MAAA, FCA, EA Senior Vice President and Actuary

cc: Fund Administrator Fund Counsel Fund Auditor

Alaá Sofe ice President

Benefits, Compensation and HR Consulting. Member of The Segal Group. Offices throughout the United States and Canada

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#### Introduction

There are several ways of evaluating funding adequacy for a pension plan. In monitoring the Plan's financial position, the Trustees should keep in mind all of these concepts.



The ERISA Funding Standard Account (FSA) measures the cumulative difference between actual contributions and the minimum required contributions. If actual contributions exceed the minimum required contributions, the excess is called Standard the credit balance. If actual contributions fall short of the minimum required contributions, a funding deficiency occurs. Account



The Pension Protection Act of 2006 (PPA'06) called on plan sponsors to actively monitor the projected FSA credit balance, the funded percentage (the ratio of the actuarial value of assets to the present value of benefits earned to date) Information and cash flow sufficiency. Based on these measures, plans are then categorized as critical (Red Zone), endangered (Yetlow Zone), or neither (Green Zone). The Multiemployer Pension Reform Act of 2014 (MPRA), among other things. made the zone provisions permanent.



Solvency **Projections** 

Funding

Zone

Pension plan funding anticipates that, over the long term, both contributions and investment earnings will be needed to cover banatit payments and expenses. To the extent that contributions are less than benefit payments, investment earnings and fund assets will be needed to cover the shortfall. In some situations, a plan may be faced with insufficient assets to cover its current obligations and may need assistance from the Pension Benefit Guaranty Corporation (PBGC). MPRA provides options for some plans facing insolvency.



Withdrawal Liability

ERISA provides for assessment of withdrawal liability to employers who withdraw from a multiciployer plan based on unfunded vested benefit liabilities.

#### Important Information about Actuarial Valuations

An actuarial valuation is a budgeting tool with respect to the financing of future uncertain obligations of a pension plan. As such, it will never forecast the precise future contribution requirements or the precise future stream of benefit payments. In any event, it is an estimated forecast — the actual cost of the plan will be determined by the benefits and expenses paid, not by the actuarial valuation.

In order to prepare a valuation, Segal Consulting ("Segal") relies on a number of input items. These include:



Plan

Provisions

Plan provisions define the rules that will be used to determine benefit payments, and those rules, or the interpretation of thom, may change over time. Even where they appear precise, outside factors may change how they operate. For example, a plan may require the award of a Social Security disability pension as a condition for receiving a disability pension from the plan. If so, changes in the Social Security law or administration may change the plan's costs without any change in the terms of the plan itself. It is important for the Trustees to keep Segal informed with respect to plan provisions and administrative procedures, and to review the plan summary included in our report to confirm that Segal has correctly interpreted the plan of benefits.



An actuariat valuation for a plan is based on data provided to the actuary by the plan. Segal does not audit such data for completeness or accuracy, other than reviewing it for obvious inconsistencies compared to prior data and other information that appears unreasonable. For most plans, it is not possible nor desirable to take a snapshot of the actual workforce on the valuation date. It is not necessary to have perfect data for an actuarial valuation: the valuation is an estimated forecast, not a prediction. The uncertainties in other factors are such that even partiect data does not produce a "perfect" result. Notwithstanding the above, it is important for Segal to receive the best possible data and to be informed about any known incomplete or inaccurate data.



Financial Information



Part of the cost of a plan will be paid from existing assets – the balance will need to come from future contributions and investment income. The valuation is based on the asset values as of the valuation data, typically reported by the auditor. Some plans include assets, such as private equity holdings, real estate, or hedge funds, that are not subject to valuation by reference to transactions in the marketplace. A snapshot as of a single date may not be an appropriate value for determining a single year's contribution requirement, especially in volatile markets. Plan sponsors often use an 'actuarial value of assets' that differs from market value to gradually reflect year-to-year changes in the market value of assets in determining the contribution requirements.

In preparing an actuarial valuation, Segal starts by developing a forecast of the benefits to be paid to existing plan participants for the rest of their lives and the lives of their beneficiarles. This requires actuarial assumptions as to the probability of death, disability, withdrawal, and retirement of participants in each year, as well as forecasts of the plan's benefits for each of those events. The forecasted benefits are then discounted to a present value, typically based on an estimate of the rate of return that will be achieved on the plan's assets. All of these factors are uncertain and unknowable. Thus, there will be a range of reasonable assumptions, and the results may vary materially based on which assumptions the actuary selects within that range. That is, there is no right answer (except with hindsight). It is important for any user of an actuarial valuation to understand and accept this constraint. The actuarial model may use approximations and estimates that will have an immaterial impact on our results and will have no impact on the actual cost of the plan (the total of benefits and expenses paid out over time). In addition, the actuarial assumptions may change over time, and while this can have a significant impact on the reported results, it does not mean that the previous assumptions or results were unreasonable or words.

Given the above, the user of Segal's actuarial valuation (or other actuarial calculations) needs to keep the following in mind:

- The actuarial valuation is prepared for use by the Trustees. It includes information for compliance with federal filing requirements and for the plan's auditor. Segal is not responsible for the use or misuse of its report, particularly by any other party.
- An actuarial valuation is a measurement at a specific date it is not a prediction of a plan's future financial condition. Accordingly, Segal did not perform an analysis of the potential range of financial measurements, except where otherwise noted.
- Actuarial results in this report are not rounded, but that does not imply precision.
- Critical events for a plan include, but are not limited to, decisions about changes in benefits and contributions. The basis for such decisions needs to consider many factors such as the risk of changes in employment levels and investment losses, not just the current valuation results.
- ERISA requires a plan's enrolled actuary to provide a statement for inclusion in the plan's annual report disclosing any event or trend that the actuary has not taken into account, if, to the best of the actuary's knowledge, such an event or trend may require a material increase in plan costs or required contribution rates. If the Trustees are currently aware of any event that was not considered in this valuation and that may materially increase the cost of the Plan, they must advise Segal, so that we can evaluate it and take it into account.

A certification of "zone" status under PPA'06 is a separate document from the actuarial valuation.

- Segal does not provide investment, legal, accounting, or tax advice. This valuation is based on Segal's understanding of applicable guidance in these areas and of the plan's provisions, but they may be subject to alternative interpretations. The Trustees should look to their other advisors for expertise in these areas.
- While Segal maintains extensive quality assurance procedures, an actuarial valuation involves complex computer models and numerous inputs. In the event that an inaccuracy is discovered after presentation of Segal's valuation, Segal may revise that valuation or make an appropriate adjustment in the next valuation.
- Segal's report shall be deemed to be final and accepted by the Trustees upon delivery and review. Trustees should notify Segal immediately of any questions or concerns about the final content.

As Segal Consulting has no discretionary authority with respect to the management or assets of the Plan, it is not a fiduciary in its capacity as actuaries and consultants with respect to the Plan.

# **Section 1: Actuarial Valuation Summary**

#### Summary of Key Valuation Results

Certified Zone Status		Critical	Critical
Demographic Data:	<ul> <li>Number of active participants</li> <li>Number of inactive participants with vested rights</li> <li>Number of retired participants and beneficiaries</li> </ul>	714 954 2,666	692 935 2,813
Assets:	<ul> <li>Market value of assets (MVA)</li> <li>Actuarial value of assets (AVA)</li> <li>AVA as a percent of MVA</li> </ul>	\$151,975,903 154,640,667 101.8%	\$146,959,183 \$47,543,512 100 4%
Cash Flow:	<ul> <li>Projected employer contributions at the negotiated rates</li> <li>Actual contributions including withdrawal trabibity payments</li> <li>Projected benefit payments and expenses</li> <li>Insolvency projected in Plan Year ending August 31,</li> </ul>	\$8,879,222 9,629,904 30,215,241 2028	\$8,883,692 
Statutory Funding Information:	<ul> <li>Minimum required contribution</li> <li>Maximum deductible contribution</li> <li>Annual Funding Notice percentage</li> <li>IFSA deligioncy as of August 31,</li> </ul>	\$55,569,615 596,623,925 46 7% \$14,037,722	\$91,093,017 613,199,660 42,6% \$45,628,883
Cost Elements on an FSA Cost Basis:	<ul> <li>Normal cost, including administrative expenses</li> <li>Actuanal accrued Lability</li> <li>Unfunded actuarial accrued liability (based on AVA)</li> </ul>	\$2,413,752 338,327,966 \$183,687,999	\$2,679,618 353,791,408 \$206,247,896
Withdrawal Liability:'	<ul> <li>Present value of vested banefits</li> <li>Unfunded present value of vested benefits (based on MVA)</li> </ul>	401,758,145 249,782,242	410.057,215 263 098,032

¹ Using the assumptions described in Section 2: Withdrawal Liability Assumptions.

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#### **Comparison of Funded Percentages**

	Funded Percentages as of September 1			
	2018	2017	Liabilities	
1. Present Value of Future Benofits	44.7%	40,7%	\$362,880,123	\$147,543,512
2. Actuarial Accrued Liability	45.7%	41,7%	353,791,408	147,543,512
3. PPA'06 Liability and Annual Funding Notice	46,7%	42.6%	346,728,132	147,543,512
4. Accumulated Benefits Liabliny	45.9%	42.4%	346,728,132	146,959,183
5. Withdrawal Liability	37 8%	35.8%	410,057.215	146,959,183
6. Current Liability	30.9%	29, <b>6%</b>	536,604,543	158,835.925

Notes:

- 1 The value of benefits earned through the valuation date (accued benefits) plus the value of benefits projected to be earned in the future for current in participants. Used to develop the actuariat accued liability, based on the long-term funding investment return assumption of 7.00% for 2017 and 17.50% for 2016 and the actuariat value of assets. The functed parcentage using market value of assets is 44.0% for 2016 and 40.5% for 2017.
- The particle of the present value of future benefits allocated by the actuarial cost method to years prior to the valuation date based on the longterm funding investment return assumption of 7.00% for 2017 and 7.50% for 2016 and the actuarial value of assets, The funded percentage using market value of essets is 44.9% for 2016 and 41.5% for 2017.
- 3. The present value of benefits earned through the valuation data (accrued benefits) defined by PPA'06, based on the long-term funding investment return assumption of 7.00% for 2017 and 7.50% for 2016 and compared to the actuarial value of assets.
- The present value of accrued benefits for disclosure in the audited Snancial statements, based on the long-term funding investment reluxn assumption of 7.00% for 2017 and 7.50% for 2016 and compared to the market value of assets.
- 5. The present value of vested benefits for withdrawal liability purposes, based on the blanded interest rate and other assumptions described in Section 2: Withdrawal Liability Assumptions, the present value of vested banefits, and compared to the market value of assets. Includes the unamonized value of the Rehabilitation Plan reductions.
- The present value of accrued benefits based on a government-prescribed nortality table and investment return assumption of 3.11% for 2016 and 3.03% for 2017, and compared to the market value of assets, including withdrawal liability payments receivable. Used to develop the maximum tax-deductible contribution and shown on the Schedule MB if less than 70%.

Disclosure: These measurements are not necessarily appropriate for assessing ten sufficiency of Plan assets to cover the estimated cost of setting the Plan's bonofit obligations or the need for or the amount of future contributions. This September 1, 2017 actuarial valuation report is based on financial and demographic information as of that date. Changes subsequent to that date are not reflected unless specifically identified, and will affect future results. Segal is prepared to work with the Trustees to analyze the effects of any subsequent developments. The current year's actuarial valuation results follow.

#### A. Developments Since Last Valuation

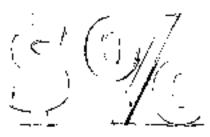
 The rate of return on the market value of plan assets was 10.21% for the plan year ended August 31, 2017. The rate of return on the actuarial value of assets was 8.57%. Given the low fixed income interest rate environment, target asset allocation and expectations of future investment returns for various asset classes, we will continue to monitor the Plan's actual and anticipated

investment returns relative to the assumed long-term rate of return on investments. The assumption for net investment return was revised with this valuation from 7.50% to 7.00%.

- Additionally, the assumptions for mortality rates, retirement rates, benefit election and annual administrative expenses have been revised. See Section 4, Exhibit 8 for more information.
- 3. The 2017 certification, issued on November 29, 2017, based on the liabilities calculated in the 2016 actuarial valuation, projected to August 31, 2017, and estimated asset information as of August 31, 2017, classified the Plan as critical and is also critical and declining (in the *Red Zone*) because there is a deficiency in the FSA and the Plan was projected to be insolvent within 15 years. This projection was based on the Trustees' industry activity assumption that the active population will decline by 2% ansually and, on average, contributions will be made for 1,850 hours per year for each active participant.

## **B. Funded Percentage and Funding Standard Account**

- 1. Based on this September 1, 2017 actuarial valuation, the funded percentage that will be reported on the 2017 Annual Funding Notice is 42.6%.
- The funding deficiency in the FSA as of August 31, 2017 was \$45,628,883, an increase of \$31,591,161 from the prior year.





X Segal Consulting

#### C. Solvency Projections

The Plan is projected to be unable to pay benefits within 11 years (i.e., the year ending August 31, 2028), assuming experience is consistent with the September 1, 2017 assumptions. This is the same as projected in the September 1, 2016 valuation. This projection does not take into account future contribution rate increases required under the Rehabilitation Plan. We are working with the Trustees to evaluate a possible benefit suspension under MPRA to address this this cash-flow crisis. Reflecting future rate increases required under the Rehabilitation Plan, the Plan is projected to be insolvent in the year ending August 31, 2029.

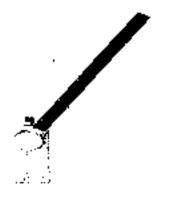
## **D. Funding Concerns and Risks**

- The imbalance between the benefit levels in the Plan and the resources available to pay for them is being monitored.
- 2. The growing funding deficiency and the projected inability to pay benefits need prompt attention.
- We are working with the Trustees to develop alternatives to address this situation including updating the Rehabilitation Plan if needed and exploring a possible benefit suspension under MPRA.
- 4. The actions already taken to address this issue include plan changes and scheduled contribution rate increases per the Rehabilitation Plan.
- Since the actuarial valuation results are dependent on a given set of assumptions, there is a risk that emerging results may differ significantly as actual experience proves to be different from the assumptions. We have included a list of various risks that may affect the Plan in Section 2.

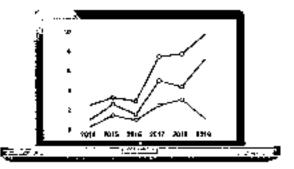
# E. Withdrawal Liability

- The unfunded present value of vested benefits for withdrawal liability purposes (UVB) is \$263,098,032
   (using the assumptions outlined in Section 2: Withdrawal Liability Assumptions). Compared to
   \$249,782,242 as of the prior year, the increase of \$13,315,790 is primarily due to changes in assumptions,
   and partially offset by the investment gain on a market value basis.
- The Trustees have adopted the method outlined in PBGC Technical Update 10-3 to account for benefit reductions implemented by the Rehabilitation Plan. The unamortized value of those benefit reductions is included in the unfunded vested benefit amount shown above.
- Section 1: Actuarial Valuation Summary as of September 1, 2017 for the Local 807 Labor-Management Pension Fund





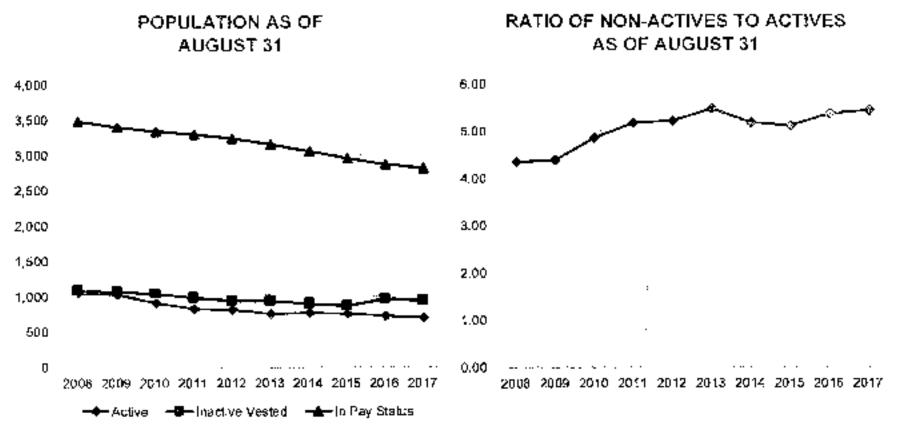
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# Section 2: Actuarial Valuation Results

# **Participant Information**

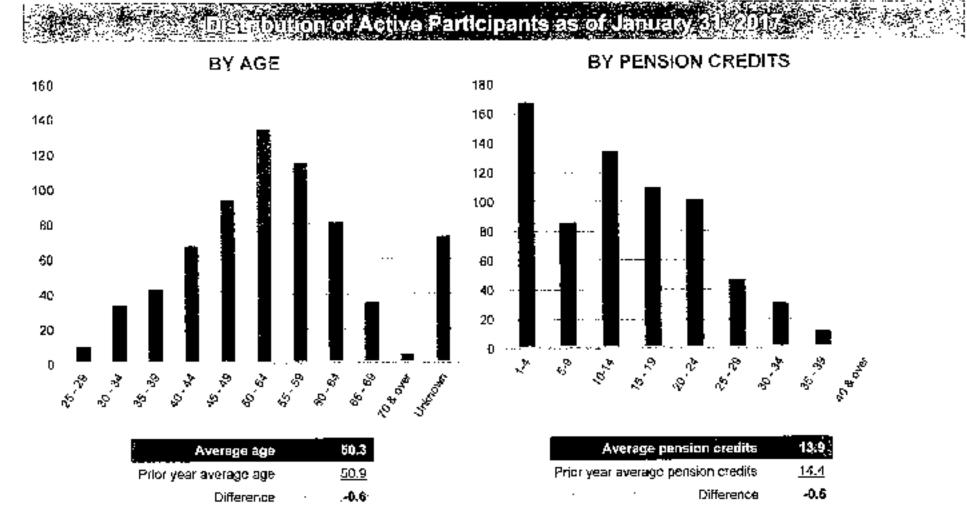
- The Actuarial Valuation is based on demographic data as of August 31, 2017.
- > There are 4,440 total participants in the current valuation, compared to 4,534 in the prior valuation-
- > The ratio of non-actives to actives has increased to 5.42 from 5.40 in the prior year.
- > More details on the historical information are included in Section 3. Exhibits A and B.



#### Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

# **Active Participants**

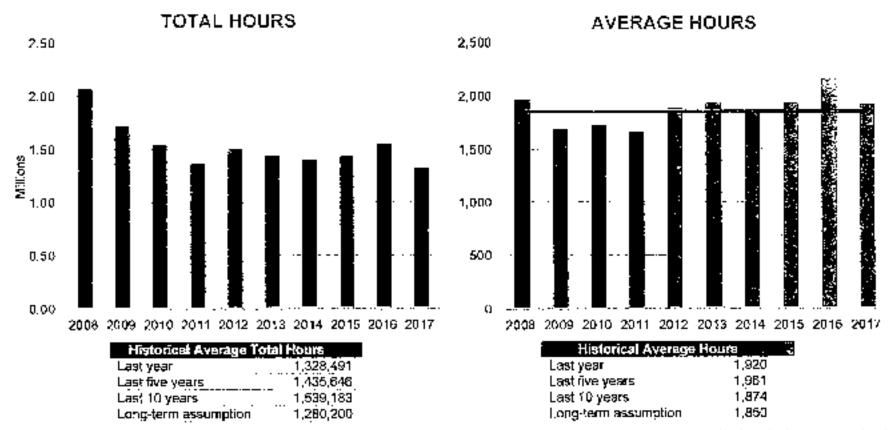
- > There were 692 active participants this year, a decrease of 3.1% compared to 714 in the prior year.
- $\succ$  The age and service distribution is included in Section 4, Exhibit 6.



#### Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

#### **Historical Employment**

- > The charts below show a history of hours worked over the last ten years. Additional detail is in Section 3, Exhibit C.
- The 2017 zone certification was based on an industry activity assumption of a reduction in active participant levels of 2% annually and, on the average, contributions will be made for each active for 1,850 hours each year.
- > The valuation is based on 692 actives and a long-term employment projection of 1,850 hours.



Note: The total hours of contributions are based on total contributions divided by the average contribution rate for the year, which may differ from the hours reported to the Fund Office.

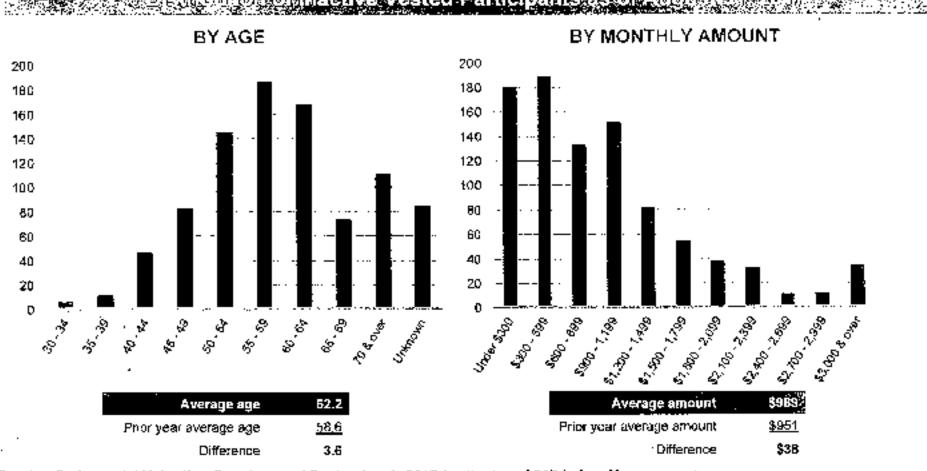
#### Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

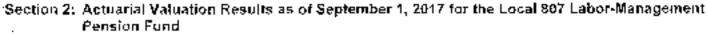
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## **Inactive Vested Participants**

- > A participant who is not currently active and has satisfied the requirements for, but has not yet commenced, a pension is considered an "inactive vested" participant.
- > There were 919 inactive vested participants this year, a decrease of 2.0% compared to 938 last year.
- > This excludes 16 beneficiaries entitled to future benefits this year, the same as in the prior year.





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## **New Pensions Awarded**

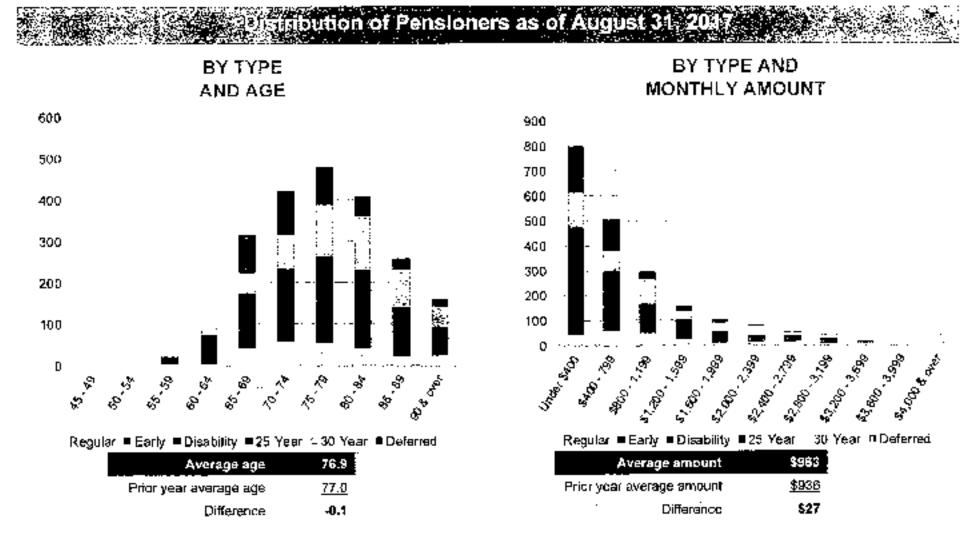
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	274 JI 77	901 <u>(199</u> 0) 		gular. N	E	Avgrage	Disa Number :	ibility Average	25 Number	Yean Les Average p				
2008	85	\$1,260	20	\$1,258	19	\$1,296	5	\$773	5	\$2,646	16	\$1,635	20 20	\$703
2009	70	1,206	11	1,073	14	248	5	1,552	5	1,557	15	1.954	20	723
2010	89	1,441	10	1,393	20	1,7 <b>6</b> 6	_	-	9	1,418	18	2,495	32	667
2011	107	1,796	16	2,135	22	925	2	1,798	7	2,053	35	3,062	25	471
2012	82	1,215	20	1,28 <del>9</del>	25	1,041	-	-	4	1,388	6	3,297	27	834
2013	51	749	12	1,060	13	782	-	-	-	-	-	-	26	589
2014	11	754	9	1,262	9	747	-	-	-	-	-	-	26	580
2015	60	1,093	16	1,788	19	1,014	-	-	-	-	-	-	25	710
2016	54	1,075	13	1,500	20	1,191	-	-	-	-	_	-	21	700
2017	53	1,171	17	1,994	11	1,144	5	-	-	-	-	_	25	624

Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

# **Pay Status Information**

- > There were 2,166 pensioners and 639 beneficiaries this year, compared to 2,214 and 646, respectively, in the prior year.
- Monthly benefits for the Plan Year ending August 31, 2017 total \$2,280,000, as compared to \$2,269,436 in the prior year.

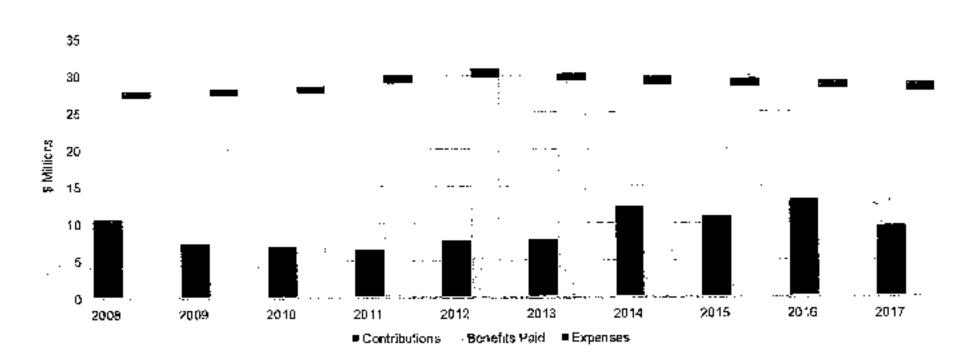


Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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#### **Financial Information**

- Benefits and expenses are funded solely from contributions and investment earnings.
- > Additional detail is in Section 3, Exhibit E.
- For the most recent year, benefit payments and expenses were 3.0 times contributions.



## COMPARISON OF EMPLOYER CONTRIBUTIONS WITH BENEFITS AND EXPENSES PAID



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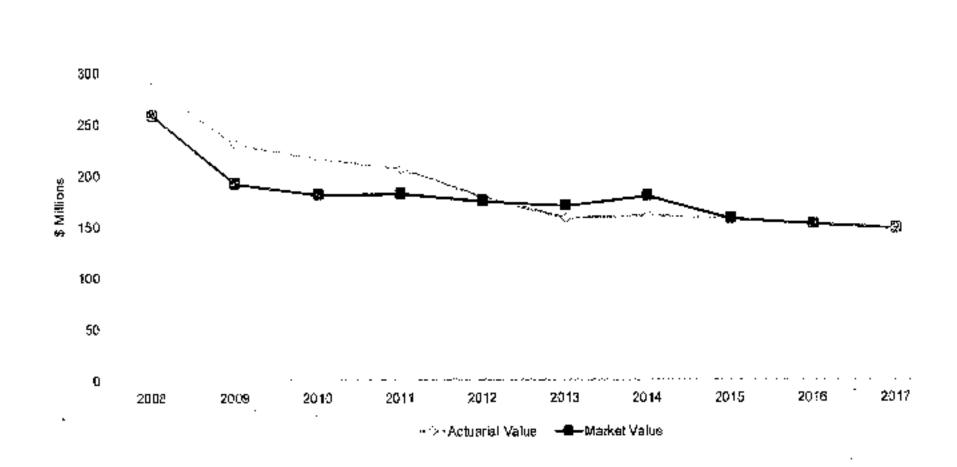
#### **Determination of Actuarial Value of Assets**

- The asset valuation method gradually recognizes annual market value fluctuations to help mitigate volatility in the actuarial cost calculations.
- > Less volatility in the actuarial cost better aligns with negotiated contribution rates.

1	Market value of assets, August 31, 2017			\$146,959,183
		Original		
2	Calculation of unrecognized return	Ambunt*		
	(a) Year ended August 31, 2017	\$3,918,335	\$3,054,669	
	(b) Year ended August 31, 2016	-329 297	-197.578	
	(c) Year ended August 31, 2015	-16,493.756	-6,597 502	
	(d) Year ended August 31, 2014	15,780,415	3,156.083	
	(e) Year ended August 31, 2013	5,912,804	Q	
	(f) Total unrecognized retu: n			-\$584,329
3	Preliminary actuanal value. (1) - (2f)			147,543,512
4	Adjustment to be within 20% consider			0
5	Final actuarial value of assets as of August 31, 2017: (3) + (4)			<b>147,543</b> ,512
6	Actuarial value as a percentage of market value: (5) ÷ (1)			100.4%
7	Amount deferred for future recognition: (1) - (5)			-\$584,329
• т	atal returb minus expected return on a market value basis			

** Recognition at 20% per year uver 5 years.

# **Asset History for Years Ended August 31**



ACTUARIAL VALUE OF ASSETS VS. MARKET VALUE OF ASSETS

#### Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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# **Actuarial Experience**

- > Assumptions should reflect experience and should be based on reasonable expectations for the future.
- Each year actual experience is compared to that projected by the assumptions. Differences are reflected in the contribution requirement as an experience gain or loss.
- Assumptions are not changed if experience is believed to be a short-term development and that, over the long run, experience will return to assumed levels.
- > The net experience variation for the year was not significant when compared to that liability.

# EXPERIENCE FOR THE YEAR ENDED AUGUST 31, 2017

1	Gain from investments	<b>\$1</b> ,537, <b>8</b> 28
2	Loss from administrative expenses	-40,757
3	Net loss from other experience	<u>-3,051,61</u> 1
4	Net experience loss: 1.+ 2 + 3	\$1,554,540

## **Actuarial Value Investment Experience**

. . .

- Net investment income consists of expected investment income at the actuarially assumed rate of return, and an adjustment for market value changes. Investment expenses are subtracted.
- > The actuarial value of assets does not yet fully recognize past investment gains and losses, which will affect future actuarial investment returns.

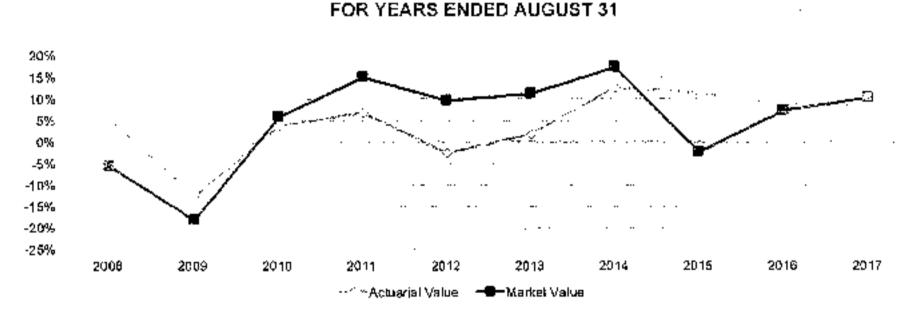
#### INVESTMENT EXPERIENCE FOR THE YEAR ENDED AUGUST 31, 2017

1	Ne: investment income	\$12,296,064
2	Average actuartal value of assets	143,443,141
3	Rate of return: 1 -> 2	8.57%
4	Assumed rate of return	7.50%
5	Expected net investment income: 2 x 4	\$10,758.236
6	Actuarial gain from Investments: 1:5	<u>\$1,537.828</u>

#### **Historical Investment Returns**

- Actuarial planning is long term. The obligations of a pension plan are expected to continue for the lifetime of all its participants.
- > The assumed long-torm rate of return of 7.00% considers past experience, the Trustees' asset allocation policy and future expectations.

MARKET VALUE AND ACTUARIAL RATES OF RETURN



Contraction Realistic Feeling .	Actuated Value.	MICHAN
Most recent year return:	8.57%	10.21%
Most recent five-year average return:	8.48%	8.62%
Ten-year average roturn:	3.17%	315%

Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

# Non-Investment Experience

#### Administrative Expenses

Administrative expenses for the year ended August 31, 2017 totaled \$1,314,420, as compared to the assumption of \$1,275,000.

#### **Mortality Experience**

- > Mortality experience (more or fewer than expected deaths) yields actuarial gains or losses.
- The average number of deaths for nondisabled pensioners over the past year was 115 compared to 120 projected deaths. The number of deaths for disabled pensioners over the past year was 8 compared to 5.4 projected deaths. However, the number of deaths for pensioners is too small to be statistically credible. The mortality table used was published by the Society of Actuaries and is appropriate for the valuation of this plan.

#### Other Experience

 Other differences between projected and actual experience include the extent of turnover among the participants and retirement experience (earlier or later than projected). ۲

#### Actuarial Assumptions

- The following assomptions were changed with this valuation:
  - Annual administrative expenses were increased to \$1,500,000 for the year beginning September 1, 2017.
  - Effective September 1, 2017, the mortality assumption was updated to use generational Scale MP-2017 for anticipation of future longevity improvement.
  - The assumption for benefit election was modified to reflect 20% of participants retiring would elect the 75% Joint and Survivor option.
  - The retirement rates for active and inactive vested participants were revised based on past experience and future expectations.
  - The net investment return assumption was revised from 7.5% to 7.0%.
- These changes increased the actuarial accrued liability by 4.3% and increased the normal cost by 13.7%.
- Details on actuarial assumptions and methods are in Section 4, Exhibit 8.

# Plan Provisions

- > There were no changes in plan provisions for FSA purposes since the prior valuation.
- > A summary of plan provisions is in Section 4, Exhibit 9.

# **Contribution Rate Changes**

The average contribution rate is \$6.94 per hour as of this valuation.

#### **Pension Protection Act of 2006**

#### 2017 Actuarial Status Certification

011	Actuarial Status Cerunication		e sana sa sana sa sa sa
٢	PPA'06 requires trustees to actively monitor their plans' financial prospects to identify emerging funding challenges so they can be addressed effectively. Details are shown in	2008	GREEN
	Section 3, Exhibit J.	2009	GREEN
>	The 2017 certification, completed on November 29, 2017, was based on the liabilities	2010	RED
calculated and projec	culated in the September 1, 2016 actuarial valuation, adjusted for subsequent events projected to August 31, 2017, and estimated asset information as of August 31, 2017.	2011	RED
	The Trustees provided an indusity activity assumption of an active population declining	2012	RED
	2% annually with contributions made for 1,850 hours per year for each active participant.	2013	RED
,	This Plan was classified as critical and is also critical and declining (in the Red Zone)	2014	RED
	because there is deficiency in the FSA and the Plan was projected to be insolvent within	2015	RED
	15 years.	2016	RED (C&D)
*	In addition, the Plan is making the scheduled progress in meeting the requirements of its rehabilitation plan.	2017	RED (C&D)

#### Rehabilitation Plan Update

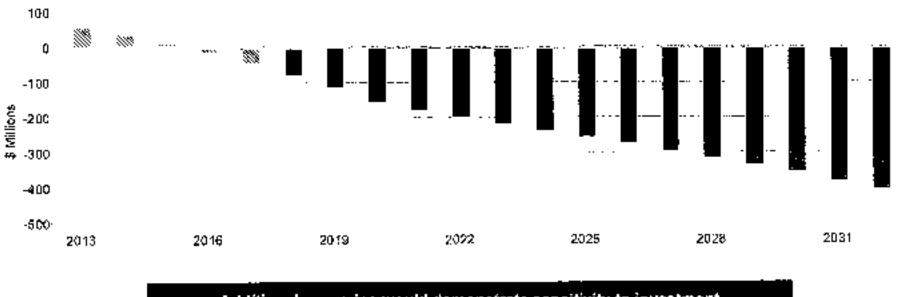
- > The Plan's Rehabilitation Period began September 1, 2013 and ends August 31, 2048.
- Section 432(e)(3)(B) requires that the Trustees annually update the Rehabilitation Plan and Schedules.
- > Based on this valuation, projections show the Plan is not expected to emerge from critical status within the Rehabilitation Period.
- > The annual standard detailed in the Rehabilitation Plan of avoiding insolvency before 2024 is projected to be met.
- Segal will continue to assist the Trustces to evaluate and update the Rehabilitation Plan and to prepare the required assessment of Scheduled Progress. We are working with the Trustees to update the Rehabilitation Plan including exploring a potential benefit suspension onder MPRA.

# Funding Standard Account (FSA)

- On August 31, 2017, the FSA had a funding deficiency of \$45,628,883, as shown on the 2016 Schedule MB. Contributions meet the legal requirement on a cumulative basis if that account shows no deficiency.
- Employers contributing to plans in critical status will generally not be penalized if a funding deficiency develops, provided the parties fulfill their obligations under the Rehabilitation Plan, including negotiation of bargaining agreements consistent with Schedules provided by the Trustees.
- > The minimum funding requirement for the year beginning September 1, 2017 is \$91,093,018.
- Based on the assumption that 692 participants will work an average of 1,850 hours at a \$6.9393 average contribution rate, the contributions projected for the year beginning September 1, 2017 are \$8,883,692. In addition, withdrawal liability payments are projected to be \$1,360,771. The funding deficiency is projected to increase by approximately \$34,890,995 to \$80,519,878 as of August 31, 2018.
- A summary of the ERISA minimum funding requirements and the FSA for the year ended August 31, 2017 is included in Section 3, Exhibit 11.

## **Funding Standard Account Projection**

- > A (5-year projection indicates the funding deficiency will continue to grow assuming that:
  - The Plan will earn a market rate of return equal to 7.00% cach year.
  - All other experience emerges as assumed, no assumption changes are made,
  - There are no plan amendments or changes in law regulation, and
  - Administrative expenses are projected to increase 1.0% per year.
- > The projection is based on a declining number of active employees (2% annually) and 1,850 hours per capita with future normal cost increasing by 0.2% per year.

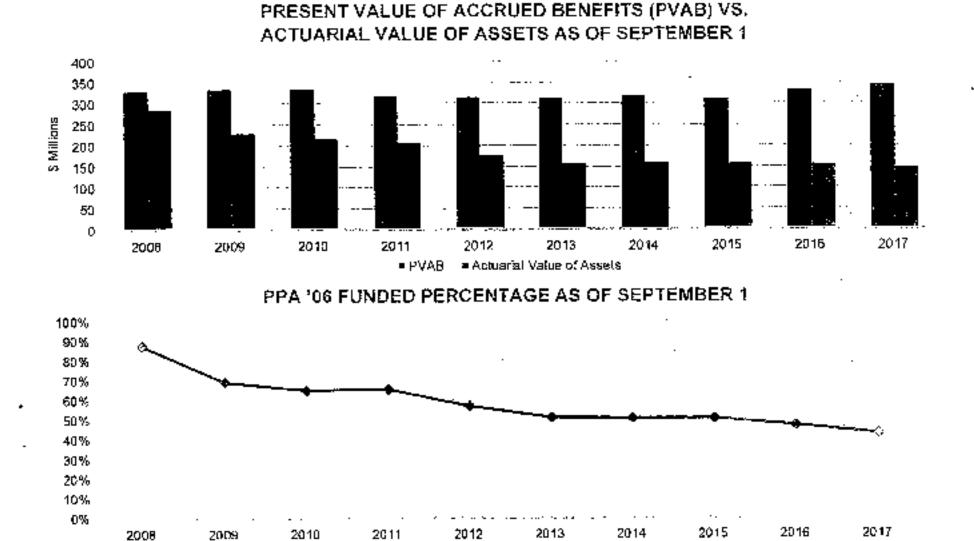


#### CREDIT BALANCE AS OF AUGUST 31

Additional scenarios would demonstrate sensitivity to investment return, employment and other alternative assumptions.

#### Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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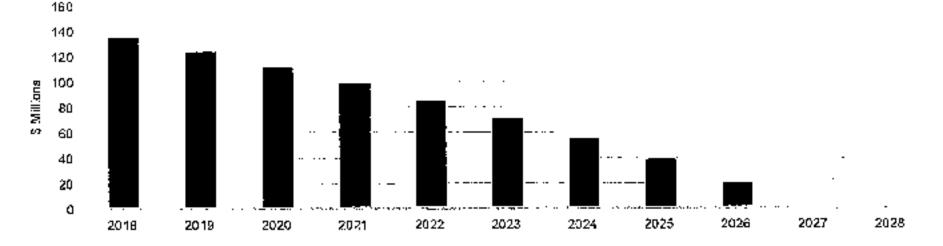
#### PPA'06 Funded Percentage Historical Information

Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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# **Solvency Projection**

- PPA'06 requires Trustees to monitor plan solvency the ability to pay benefits and expenses when due. MPRA classifies red zone plans that are projected to become insolvent within 15 or 20 years as "critical and declining." See Section 3, Exhibit J for more information.
- > This Plan was certified as critical and doolining based on a projected insolvency in 13 years.
- Based on this valuation, assets are projected to be exhausted in 2028, as shown below. This is the same year projected in the prior year.
- This projection is based on the negotiated contribution rates, the current valuation assumptions and the Trustees' industry activity assumptions. This projection does not reflect the contribution rate increases under the Rehabilitation Plan. Reflecting future rate increases required under the Rehabilitation Plan, the Plan is projected to be insolvent in the year ending August 31, 2029.
- > The Plan is operating under a Rehabilitation Plan that is intended to forestall insolvency.



# PROJECTED ASSETS AS OF AUGUST 31

# Additional scenarios would demonstrate sensitivity to investment return, employment and other alternative assumptions.

#### Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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### **Funding Concerns**

- > The imbalance between the benefit levels in the Plan and the resources available to pay for them must be monitored.
- > The growing funding deficiency and the projected inability to pay benefits need prompt attention.
- > We are working with the Trustees to develop alternatives to address this situation including updating the Rehabilitation Plan if needed and exploring a possible benefit suspension under MPRA.
- > The actions already taken to address this issue include plan changes and scheduled contribution rate increases per the Rehabilitation Plan.
- Since the actuarial valuation results are dependent on a given set of assumptions, there is a risk that emerging results may differ significantly as actual experience proves to be different from the assumptions. We have included a list of various risks that may affect the Plan.

# Risk

- We have not been engaged to perform a detailed analysis of the potential range of the impact of risk relative to the Plan's future financial condition, but we have included a brief list of some risks that may affect the Plan:
  - Investment Risk (the risk that returns will be different than expected)
  - Contribution Risk (the risk that actual contributions will be different from projected contributions)
  - Longevity Risk (the risk that mortality experience will be different than expected).
  - Demographic Risk (the risk that participant experience will be different than assumed)

#### Withdrawal Liability

- As of August 31, 2017, the preliminary actuarial present value of vested plan benefits for withdrawal liability purposes is \$403,410,828.
- Reductions in accred benefits or contribution surcharges for a plan in critical status (*Red Zone*) are disregarded in determining an employer's allocation of the UVB. The Trustees have adopted a method for calculating the UVB effective for withdrawals that occur on and after September 1, 2011. The method is based on the PBGC's Technical Update 10-3, which describes how to account for the effect of benefit reductions that are implemented as part of a Rehabilitation Plan ("Affected Benefits") when a pension plan is in critical status.
- The unamortized value of all Affected Benefits pools (as shown in the chart below) is also included in the total present value of vested henefits of \$410,057,215 as of August 31, 2017.
- The \$13,315,790 increase in the unfunded present value of vested benefits from the prior year is primarily due to changes in assumptions.

		2016 Alfido	
1	Present value of vested benefits (PVVB) measured as of valuation date	3394,606,217	\$403,410,828
2	Unamortized value of Affected Benefits pools	<u>7,151,928</u>	6,646,367
3	Total present value of vested benefits: 1 + 2	\$401,758,145	\$410,057,235
4	Market value of assets	151,975,903	<u>146,959,183</u>
5	Unfunded present value of vested benefits (UVB): 3 - 4, not less than \$0 $$	\$249,782,242	\$263,098,032

Section 2: Actuarial Valuation Results as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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### Withdrawal Liability Assumptions

- The actuarial assumptions and methods are reasonable (taking into account the experience of the Plan and reasonable expectations) and, in combination, represent the actuary's best estimate of anticipated experience under the Plan to determine the unfunded vested benefits for withdrawal fiability purposes.
- The interest rate is based on a blend, which includes rates selected based on estimated annuity purchase rates for benefits being settled, because withdrawal liability is a final settlement of an employer's obligations to the Plan. For benefits that could be settled immediately, because assets on hand are sufficient, the annuity purchase rates are those promulgated by PBGC under ERISA Sec. 4044 for multiemployer plans terminating by mass withdrawal on the measurement date. For benefits that cannot be settled immediately because they are not currently funded, the calculation ases rates equal to the interest rate used for plan funding calculations.

Interest	For liabilities up to market value of assets, 2.44% for 20 years and 2.74% beyond (2.50% for 20 years and 2.85% beyond, in the prior year valuation). For liabilities in excess of market value of assets, same as used for plan funding as of September 1, 2017 (the corresponding funding rate as of a year earlier was used for the prior year's value).
Administrative Expenses	Calculated as prescribed by PBGC formula (29 CFR Part 4044, Appendix C), not applicable to those liabilities determined using funding interest rates.
Mortality	Same as used for plan funding as of September 1, 2017 (the corresponding mortality rates as of a year earlier were used for the prior year's value)
Retirement Rates	Same as used for plan funding as of September 1, 2017 (the corresponding refirement rates as of a year earlier were used for the prior year's value)

#### **Disclosure Requirements**

#### Annual Funding Notice

- > The actuarial information to be provided in the annual funding notice is shown in Section 3, Exhibit G.
- The value of plan benefits carned to date as of September 1, 2017 is \$346,728,132 using the long-term funding interest rate of 7.00%.
   As the actuarial value of assets is \$147,543,512, the Plan's funded percentage is 42.6%, compared to 46.7% in the prior year.

#### **Current Liability**

The Plan's current liability as of September 1, 2017 is \$536,604,543 using an interest rate of 3.03%. As the market value of assets, including withdrawal liability payments receivable, is \$158,835,925, the funded current liability percentage is 29.6%. This is required to be disclosed on the 2017 Schedule MB of IRS Form 5500 since it is less than 70%. Details are shown in Section 4, Exhibit 3.

#### Accounting Information

The Financial Accounting Standards Board (FASB) requires determination of the present value of accumulated plan benefits - the single-sum value of the benefits, vested or not, earned by participants as of the valuation date. Additional details on the present value of the accumulated plan benefits can be found in Section 4, Exhibit 2.

# Section 3: Supplementary Information

## EXHIBIT A - TABLE OF PLAN COVERAGE

	Yes Ende		
Participants in Fund Office tabulation	791	758	-4.2%
Less: Participants with loss than one pension credit	0	66	N/A
Active participants in valuation:			
- Number	714	692	-3.1%
<ul> <li>Average age</li> </ul>	50.9	50.3	0.6
<ul> <li>Average pension credits</li> </ul>	14.4	13.9	-0.5
<ul> <li>Average contribution rate for upcoming year</li> </ul>	6,3560	6.9393	9,2%
<ul> <li>Number with unknown age and/or service information</li> </ul>	68	73	7.4%
<ul> <li>Total active vested participants</li> </ul>	566	524	-7.4%
Inactive participants with rights to a pension:			
Number	938	919	-2.0%
<ul> <li>Avarage age</li> </ul>	58.6	62.2	3.7
<ul> <li>Average estimated monthly benefit</li> </ul>	\$851	\$969	4.0%
<ul> <li>Beneficiaries with rights to deferred payments</li> </ul>	16	ថែ	0.0%
Pensioners:			
<ul> <li>Number in pay status</li> </ul>	2,214	2,166	-2.2%
Average age	76.6	76.9	Q.3
<ul> <li>Average monthly benafit</li> </ul>	\$93 <del>6</del>	\$963	2,9%
<ul> <li>Number of alternate payees in pay status</li> </ul>	23	24	4.3%
<ul> <li>Number in suspended status</li> </ul>	6	8	33.3%
Beneficiarios:			
<ul> <li>Number in pay status</li> </ul>	646	639	-1.5%
• Average age	78.0	78.6	0.6
<ul> <li>Average monthly benefit</li> </ul>	\$306	\$303	-0.7%
Total Participants	4,534	4,440	-2.1%

Section 3: Supplementary Information as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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	Active Participants	Inactive Vested	Ransiopers and Benefic artes	ranbida (Si - Sira) Si Si Muna
2008	1,049	1,077	3,477	4.34
2009	1,014	1,055	3,387	4.38
2010	900	1,026	3,337	4.85
2011	823	977	3,284	5.18
2012	799	936	3,228	5.21
2013	745	<b>9</b> 2 <b>8</b>	3,147	5.47
2014	762	892	3,047	5.17
2015	746	886	2,950	5.12
2016	714	954	2,666	5.35
2017	692	935	2,813	5.42

#### **EXHIBIT B - PARTICIPANT POPULATION**

Section 3: Supplementary information as of September 1, 2017 for the Local 807 Labor-Management Pension Fund ÷

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		Porcont Change	Number	Percent/Change	is shumber at	
2008	2,067,352	2.3%	1,049	-5.3%	1,971	8.1%
2009	1,720,548	-16.8%	1,014	-3.3%	1,697	-13.9%
2010	1,545,353	-10,1%	900	-11.2%	1,718	1.2%
2011	1,373,063	-11.2%	823	-8.6%	1,668	-2.9%
2012	1,596,274	9.7%	799	-2.2%	1,885	13.0%
2013	1,446,565	~4.0%	745	-6.6%	1,942	3.0%
2014	1 410,162	-2.5%	762	2.3%	1,851	-4.7%
2015	1,438,233	2.0%	746	-2.1%	1,928	4.2%
2016	1,554,780	8.1%	714	-4.3%	2,178	13.0%
2017	1,328,491	-14.6%	692	-3.1%	1,920	-13.8%
		Fiv	с-усат айогаде	hours:	. 1 <b>,964</b>	
		Te	n-year average	hours:	1,876	

#### EXHIBIT C - EMPLOYMENT HISTORY

The total hours of contributions are based on letal contributions divided by the average contribution rate for the year, which may offer from the hours reported to the Fund Office.

Section 3: Supplementary information as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

		Average Age	Average Amount	See Second	
2008	2,827	/4.2	8727	147	86
2009	2,741	/4.6	751	156	70
2010	2,686	74.9	778	144	88
2011	2,618	74.9	833	177	s0 4
2012	2,557	75.2	694	141	87
2013	2.494	75.6	873	- 14	51
2014	2.099	76.1	<u>89</u> 1	139	24
2015	2,003	76.4	914	190	64
2016	2 2 1 4	76.6	936	145	54
2017	2 106	76.0	963	503	65

#### IN PAY STATUS AT YEAR END

Terminations include pensioners who died or were suspended during the protipten year.
 Additions to the pension rolls include new pensions awarded and suspended pensioners who have been reinstated.

Contribution income:				
<ul> <li>Employer contributions</li> </ul>	\$8,399,235		<b>\$8,443,86</b> 2	
<ul> <li>Withdrawal trability payments</li> </ul>	<u>4.743.832</u>		<u>1,186,042</u>	
Not contribution income		\$13,143,067		\$9,629,964
Investment income:				
<ul> <li>Expected investment income</li> </ul>	\$11,122,870		\$10,758,236	
<ul> <li>Adjustment toward market value</li> </ul>	<u>1,649,624</u>		<u>1,537,828</u>	
Net investment Income		12,772,594		12,296,064
Total income available for benefits	i serie più a	\$25,915,761	•	\$21,925,968
Less benefit payments and expenses:				
<ul> <li>Pension benefits</li> </ul>	\$28,153,461		-\$27,708,903	
<ul> <li>Administrative expenses</li> </ul>	<u>-1,204,147</u>		<u>-1 314,420</u>	
Total benefit payments and expenses		-\$29,357.608		-\$29,023.323
Starse in 1989 and and an article				1.200.276

# EXHIBIT E - SUMMARY STATEMENT OF INCOME AND EXPENSES ON AN ACTUARIAL BASIS

# EXHIBIT F - INVESTMENT RETURN - ACTUARIAL VALUE VS. MARKET VALUE

	and the second sec	value Renimi	Market V. Investment	alue Return		Actuality	aluen er Refuti		
A A GAILEADA GAULUSIN		Remark	Amount	Rercent	Year Ended August 31	Amount	Rercente		
1998	\$22,473,670	<b>B</b> .71%	\$26.488,651	B.53%	2008	\$14,984,096	5.30%	-\$16,025.521	-5.71%
1999	32,593,357	12. <b>42</b> %	47,058,801	14.76%	2009	-34,867,728	-12.73%	-45,016,697	-18.32%
2008	81,834,042	29.71%	59,512,080	17.18%	2010	8,037,106	3.69%	10,326,551	5.76%
2001	29,277,005	8.67%	-62,881.065	-16.28%	2011	13,604,781	6.71%	24,761,516	14,84%
2002	1,199,191	0.35%	-11,203,792	-3.71%	2012	-4,948.828	-2.56%	16,223,983	9.65%
2003	15,178,041	4.65%	22,386,314	8,28%	2013	3,153,095	1.91%	16,022,730	11.16%
2004	2,846,148	0.92%	23,032,687	8. <b>45%</b>	2014	18,835,084	12,72%	27,727,402	17. <b>41</b> %
2005	-2,324,160	-0.76%	26,801,814	9.73%	2015	16,885.950	11.34%	-3,820,930	-2.26%
2006	15,090,705	5,36%	13,791,691	4.89%	2016	12,772,694	8.61%	10,745,723	7.28%
2007	22,473,083	8.12%	26,072,256	9.44%	2017	12,296,064	8.57%	14,376,699	10.21%
					Total	\$281,493,396		\$228,390,293	
		Most recent	five-year averag	e return:			8.48%		8.62%
		Most recent	ten year average	s return:		1 + <u>1</u> +	3.17%		3.15%
		20-year ave	rage return:				5,74%		4.70%

Note: Each year's yield is weighted by the avorage asset value in that year.

¹ The investment return for 2000 includes the effect of a change in the method for determining the aduarial value of assets.

Section 3: Supplementary Information as of September 1, 2017 for the Local 807 Labor-Management Perision Fund

# EXHIBIT G - ANNUAL FUNDING NOTICE FOR PLAN YEAR BEGINNING SEPTEMBER 1, 2017 AND ENDING AUGUST 31, 2018

	2017 2016 Plan Year Plan Year				
Actuarial valuation date	September 1, 2017	Septombor 1, 2016	September 1, 2015		
Funded percentage	42.6%	46.7%	50.7%		
Value of assets	<b>\$</b> \$47,543,512	\$154,640,867	\$158,082,714		
Value of Itabilities	346,728,132	331,036,034	312,026,509		
Fair market value of assets as of plan year end	Not available	146,959,183	151.9/5,903		

#### **Critical or Endangered Status**

The Plan was in critical status in the plan year because a funding deficiency exists.

Section 3: Supplementary Information as of September 1, 2017 for the Local 807 Labor-Management Pension Fund 2

# EXHIBIT H - FUNDING STANDARD ACCOUNT

- ERISA imposes a minimum funding standard that requires the Plan to maintain an FSA. The accumulation of contributions in excess
  of the minimum required conhibutions is called the FSA credit balance. If actual conhibutions fall short on a cumulative basis, a
  funding deficiency has occurred. For a plan that is in critical status under PPA*06, employers will generally not be penalized if a
  funding deficiency develops, provided the parties fulfill their obligations in accordance with the Rehabilitation Plan developed by the
  Trustees and the negotiated bargaining agreements reflect that Rehabilitation Plan.
- > The FSA is charged with the normal cost and the amortization of increases or decreases in the unfunded actuarial accrued liability due to plan amendments, experience gains or losses, and changes in actuarial assumptions and fanding methods. The FSA is credited with employer contributions and withdrawal fiability payments. All items, including the prior credit balance or deficiency, are adjusted with interest at the actuarially assumed tate.
- Jncreases or decreases in the unfunded actuarial accrued liability are amortized over 15 years except that short-term benefits, such as 13th checks, are amortized over the scheduled payout period.

:	Charges				
1	Prior year funding deficiency	\$14,037,722	8	Prior year credit balance	<b>5</b> 0
2	Normal cost, including administrative expenses	<b>2,4</b> 13,752	7	Employer contributions	9,629,904
3	Total amortization charges	38,9\$7,176	B	Total amortization credits	3,657,194
4	Interest to end of the year	<u>4.152.649</u>	9	Interost to end of the year	605,318
5	Total charges	\$59,521,299		) Full-funding limitation credit I Total credits	<u>0</u> \$13,892,416
			Сr С	ំ លោក 25105 ៥៧ ខ្មែរបានប្រកិច្ច ប្រើប្រទាំងហេតុណ	<u>an an a</u>

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#### FSA FOR THE YEAR ENDED AUGUST 31, 2017

#### Section 3: Supplementary Information as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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m \star}$  Segal Consulting  $^{-4}$ 

#### EXHIBIT I - MAXIMUM DEDUCTIBLE CONTRIBUTION

- Employers that contribute to defined benefit pension plans are allowed a current deduction for payments to such plans. There are various measures of a plan's funded level that are considered in the development of the maximum deductible contribution amount.
- > One of the limits is the excess of 140% of "current liability" over assets. "Current liability" is one measure of the actuarial present value of all benefits earned by the participants as of the valuation date. This limit is significantly higher than the current contribution level.
- Contributions in excess of the maximum deductible amount are not prohibited; only the deductibility of these contributions is subject to challenge and may have to be deferred to a later year. In addition, if contributions are not fully deductible, an excise tax in an amount equal to 10% of the non-deductible contributions may be imposed. However, the plan sponsor may elect to exempt the non-deductible amount up to the FRISA full-funding limitation from the excise tax.
- > The Trustees should review the interpretation and applicability of all laws and regulations concerning any issues as to the deductibility of contribution amounts with Fund Counsel.

1	Normal cost, including administrative expenses	\$2,879,616
2	Amortization of unfunded actuarial accrued liability	27,443,982
3	Preliminary maximum deductible contribution: 1 + 2, with interest to the end of the plan year	\$32,446,252
4	Full-funding limitation (FFL)	349,376,719
5	Preliminary maximum deductible contribution, adjusted for PFL. lesser of 3 and 4	32,446,252
6	Current liability for maximum deductible contribution, projected to the end of the plan year	527,645,862
7	Actuarial value of assets, projected to the end of the plan year	125,504,575
8	Excess of 140% of current liability over projected assets at end of plan year: [140% of (6)] - (7), not less than zero	613,199,660
9	End of year minimum required contribution	91,093,017
M	aximum deductible contribution (gr. acciectors to tenerols)	\$613,199,660

Section 3: Supplementary Information as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

## EXHIBIT J - PENSION PROTECTION ACT OF 2006

#### **PPA'06 Zone Status**

- > Based on projections of the credit balance in the I/SA, the funded percentage, and cash flow sufficiency tests, plans are categorized in one of three "zones": critical status, endangered status, or neither.
- > The funded percentage is determined using the actuarial value of assets and the present value of benefits earned to date, based on the actuary's best estimate assumptions.

Critical Status ( <i>Red</i> Zone)	<ul> <li>A plan is classified as being in critical status (the <i>Red Zone</i>) if.</li> <li>The funded percentage is less than 65%, and either there is a projected FSA deficiency within five years or the plan is projected to be unable to pay benefits within seven years, or</li> </ul>
	<ul> <li>There is a projected FSA deficiency within four years, or</li> </ul>
	<ul> <li>There is a projected inability to pay benefits within five years, or</li> </ul>
	<ul> <li>The present value of vested benefits for inactive participants exceeds that for actives, contributions are less than the value of the current year's benefit accruals plus interest on existing unfunded accrued benefit liabilities, and there is a projected FSA deficiency within five years, or</li> </ul>
	<ul> <li>As permitted by the Multiemployer Pension Reform Act of 2014. The plan is projected to be in the Red Zone within the next tive years and the plan sponsor elects to be in critical status.</li> </ul>
	A critical status plan is further classified as being in critical and declining status if.  The ratio of inactives to actives is at least 2 to 1, and there is an inability to pay benefits projected within 20 years, or
	<ul> <li>The funded percentage is less than 80%, and there is an inability to pay benefits projected within 20 years, or</li> </ul>
	<ul> <li>There is an insbility to pay benefits projected within 15 years.</li> </ul>
	Any amortization extensions are ignored for testing initial entry into the Red Zone.
	The Trustees are required to adopt a formal Rehabilitation Plan, designed to allow the plan to emerge from critical status by the end of the rehabilitation period. If they determine that such emergence is not reasonable, the Rehabilitation Plan must be designed to emerge as of a later time or to forestall possible insolvency.
	Trustees of <i>Red Zone</i> plans have tools, such as the ability to reduce or eliminate early retirement subsidies, to remody the situation. Accelerated forms of benefit payment (such as jump sums) are prohibited. However, unless the plan is critical and declining, Trustees may not reduce benefits of participants who retired before being notified of the plan's critical status (other than rolling back recent benefit increases) or alter core retirement benefits payable at normal retirement age.

Section 3: Supplementary Information as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

Endangered	A plan not in critical status (Red Zone) is classified as being in endangered status (the Yollow Zono) if.
Status (Yellow Zone)	<ul> <li>The funded percentage is less than 80%, or</li> </ul>
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<ul> <li>There is a projected FSA deficiency within seven years.</li> </ul>
	A plan that has both of the undangered conditions present is classified as seriously endangered.
	Trustees of a plan that was in the Green Zone in the prior year car, eloct not to enter the Yellow Zone in the current year (although otherwise required to do so) if the plan's current provisions would be sufficient (with no further action) to allow the plan to emerge from the Yellow Zone within 10 years.
	The Trustees are required to adopt a formal Funding Improvement Plan, designed to improve the current funded percentage, and a work of funding deficiency as of the emergence date.
Green Zone	A plan not in critical status (the Red Zone) nor in endangered status (the Yellow Zone) is classified as being in the Green Zone.

Early Election of Critical Status

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# Section 4: Certificate of Actuarial Valuation

#### APRIL 25, 2018 CERTIFICATE OF ACTUARIAL VALUATION

This is to certify that Segal Consulting, a Member of The Segal Group, Inc. ("Segal") has prepared an actuarial valuation of the Local 807 Labor-Management Pension Fund as of September 1, 2017 in accordance with generally accepted actuarial principles and practices. It has been prepared at the request of the Board of Trustees to assist in administering the Fond and meeting filing requirements of federal government agencies. This valuation report may not otherwise be copied or reproduced in any form without the consent of the Board of Trustees and may only be provided to other parties in its entirety.

The measurements shown in this actuarial valuation may not be applicable for other purposes. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

The valuation is based on the assumption that the Plan is qualified as a multiemployer plan for the year and on information supplied by the auditor with respect to contributions and assets and reliance on the Plan Administrator with respect to the participant data. Segal Consulting does not sudit the data provided. The accuracy and comprehensiveness of the data is the responsibility of those supplying the data. To the extent we can, however, Segal does review the data for reasonableness and consistency. Based on our review of the data, we have no reason to doubt the substantial accuracy of the information on which we have based this report and we have no reason to believe there are facts or circumstances that would affect the validity of these results. Adjustments for incomplete or apparently inconsistent data were made as described in the attached *Exhibit*  $\delta$ .

I am a member of the American Academy of Actuaries and I meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion herein. To the best of my knowledge, the information supplied in this actuarial valuation is complete and accurate, except as noted in *Exhibit 1*. Each prescribed assumption for the determination of Current Liability was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

Johr R. Leary, ASA, JCA. MAAA Vice President and Actuary Enrolled Actuary No. 17-06166

Section 4: Certificate of Actuarial Valuation as of September 1, 2017 for the Local 807 Labor-Management Ponsion Fund

#### EXHIBIT 1 - SUMMARY OF ACTUARIAL VALUATION RESULTS

The valuation was made with respect to the following data supplied to us by the Plan Administrator:

Pensioners as of the valuation date (including 639 beneficiaries in pay status and eight pensioners in suspended status)		2,813
Participants inactive during year ended August 31, 2017 with vested rights (including 85 participants		935
with unknown age) Participants active during the year ended August 31, 2017 (including 73 participants with unknown age)		692
<ul> <li>Fully vesled</li> </ul>	524	
Not vested	168	
Toyalusningsana		A.698

The actuarial factors as of the valuation date are as follows:

Normal cost, including administrative expenses		\$2,879,618
Actuarial present value of projected banefits		362,880,123
Present value of luture normal costs		9,088,715
Actuarial accrued Nability		353,791,408
<ul> <li>Pensioners and beneficiaries¹</li> </ul>	\$218,616,602	
<ul> <li>Inactive participants with vestor rights</li> </ul>	69,040,224	
Active participants	66,134,582	
Actuaria) value of assets (\$146,959,183 at market value as reported by Schultheis & Panefileri LLP)		\$147,543,512
Unfunded actuarial accrued liability		206,247,896

¹ Includes liabilities for 24 former spouses in pay status

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## EXHIBIT 2 - ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS

The actuarial present value of accumulated plan benefits calculated in accordance with FASB ASC 960 is shown below as of September 1, 2016 and as of September 1, 2017. In addition, the factors that affected the change between the two dates follow.

	Benefit in for September 1, 2016,	n murit a s
Actuaria) present value of vested accumulated plan benefits:		-
<ul> <li>Participants currently receiving payments</li> </ul>	\$213,992,714	\$218,618,602
<ul> <li>Other vested benefits</li> </ul>	<u>116,7<b>6</b>8,019</u>	127,587,346
<ul> <li>Total vestad benefits</li> </ul>	\$330,760,733	\$346,203,948
Actuarial present value of non-vested accumulated plan benefits	275,281	524,184
<u>ந்ததிரைகள</u> ன்) ஒருநார், கூரல விதுகராடுகளுக _ு ப்படி	-1640 (TEMP)	88245,7785,738

June 1997 Subject on Su	enande inverver Presidit de sous de sou Accommister de sous de
Benefits accumutated, net experience gain or loss, changes in data	\$5,416,378
Benefits pad	-27,708,903
Changes in actuarial assumptions	14,2 <b>8</b> 2,616
Interest	23,702,027
i seti	St <b>2.332</b> (78)

## **EXHIBIT 3 - CURRENT LIABILITY**

The table below presents the current liability for the Plan Year beginning September 1, 2017.

Constant and the second se	\$289,057,8	
Retired participants and beneficiaries receiving payments Inactive vested participants	127,410,5	
Active participants		
Non-vested benefits	\$1,596,175	
Vestud benefits	<u>116,540,332</u>	
• Total active	\$120,136;5	07
Tani		18 J
Expected increase in current liability due to benefits accruing during the plan year	\$4,817,1	72
Expected release from current liability for the plan year	29,693,5	65
Expected plan disoursements for the plan year, including administrative expenses of \$1,500,000	31,193,5	65
Current value of assets ²	\$158,836,9	25
Percentage funded for Schedule MB	29.6	3%
¹ The actuarial assumptions used to calculate these values are shown in Exhibit 8.		
2 Includes \$11,876,742 in withdraw:dliability payments receivable.		

Includes \$11,876,742 in withdrawai liability payments receivable.

## EXHIBIT 4 - INFORMATION ON PLAN STATUS AS OF SEPTEMBER 1, 2017

Plan status (as certified on November 29, 2017, for the 2017 zone certification)	Critical
Scheduled progress (as certified on November 29, 2017, for the 2017 zone certification)	Yes
Actuarial value of assets for FSA	\$147,543,512
Accrued liability under unit credit cost mothod	346,728,132
Funded percentage for monitoring plan's status	42.6%
Year in which insolvency is expected	2029

## EXHIBIT 5 - SCHEDULE OF PROJECTION OF EXPECTED BENEFIT PAYMENTS

## (SCHEDULE MB, LINE 8b(1))

Plan Koar	Expected Annual Benefit Payments
2017	\$29,660,601
2018	29,017.862
2019	28,540,864
2020	28,141,176
2021	27,855,072
2022	27,565,261
2023	27.223,633
2024	26,930,255
2025	26,588,239
2026	26,376,318

* Assuming as of the valuation date:

- no additional accruais;
- experience is in line with valuation assumptions, and
- no new entrants are covered by the plan.

## EXHIBIT 6 - SCHEDULE OF ACTIVE PARTICIPANT DATA

## (SCHEDULE MB, LINE 8b(2))

The participant data is for the year ended January 31, 2017.

					Pension	Credits				
			<b></b>		15 - 19	20 24	25-26) es			
Under 25	-	-	-		-	-	-	-	-	-
25 - 29	10	9	1		-	-		-	-	-
30 - 34	34	21	Б	(	-	-	-	-	-	-
35 - 39	43	19	8	13	3		-	-		-
40 - 44	68	16	10	17	18	7	-	-	-	-
45 - 49	94	12	15	21	25	15	6	-	-	-
SO - 54	134	20	16	27	25	26	11	9	-	-
55 - 59	115	7	ô	22	22	28	14	10	4	-
60 - 64	81	1	6	23	10	16	9	11	4	?
65 - <b>69</b>	35	1	3	4	7	9	6	1	4	-
7B & over	5	1	1	1	-	1	1	-	-	-
Unknown	73	61	12	_	-	5	-	-	-	-
Total	692	168	86	135	110	102	47	31	12	1

Note: Excludes 65 participants with less than one pansion credit.

Section 4: Certificate of Actuarial Valuation as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

## EXHIBIT 7 - FUNDING STANDARD ACCOUNT

The table below presents the FSA for the Plan Year ending August 31, 2018.

					<u>129. 25</u> .	
1	Prior year funding deficiency	\$45,628,883	6	Prior year credit balance		<b>\$</b> 0
2	Normal cost, including administrative expenses	2,679,618	7	Amortization credits		3,591,089
3	Amortization charges	40,216,249	B	Interest on 6 and 7	•	251,37B
4	Interest on 1, 2 and 3	6,210,733	9	Full-funding timitation credit		0
	nden stelges	$/f_{\rm S} \simeq \exp\{(1+k)\}$		ate south		91. 242. 4 <b>6</b> 2
M:	nimum contribution with interest required to avoid a fundi	ng deficiency: 5 -	10	, not less than Zero	:	\$91,093,018

Euli-Runding Limitation (FEL) and Greates	12162202
ERISA (1) L (accrued liability FFL)	\$224,391,672
RPA'94 override (90% current Fability FFL)	349,376,719
FFL credit	0

Section 4: Certificate of Actuarial Valuation as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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# EXHIBIT 7 - FUNDING STANDARD ACCOUNT (CONTINUED)

		Na seconda da compositor	er en langeste komberete	
	Date Established	Amortization Amougt	Yearo Rectanin	<b>a san</b> a ang magya Sebesari ang sana ang
Plan amendment	09/01/2009	\$529,467	7	\$3,053,191
Actuarial loss	09/01/2009	5,822,349	7	33,5 <b>74,8</b> 06
Combined and offset base	09/01/2009	24,741.614	3.22	74,134,349
Plan amondmont	09/05/2010	41,383	8	264,410
Actuarial loss	09/01/2010	784,017	8	5,009,309
Actuarial loss	D9/B1/2011	180,307	9	1.256,975
Actuarial loss	09/01/2012	2,392,142	10	17,977,501
Actuarial loss	09/01/2013	1.072,777	<b>1</b>	8,607,512
Assumption changes	09/01/2014	718,260	12	Б,104,254
Actuarial loss	09/01/2016	8,293	14	77,601
Assumption changes	09/01/2016	2,268,417	14	21,227,054
Actuarial loss	09/01/2017	159,514	15	1,554,540
Assumption changes	09/01/2017	1,497,709	15	14,595,873

Schedule of FSA Bases (Charges) (Schedule MB, Line 9c)

Totals 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4 2.5.4

Section 4: Certificate of Actuarial Valuation as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

# EXHIBIT 7 - FUNDING STANDARD ACCOUNT (CONTINUED)

	Date Established	Amortizetton Amounts	Remaining a	Atoennalaango Atoennalaango
Assumption changes	09/01/2010	\$51.752	8	\$330,656
Plan amendment	09/01/2011	2,522,660	a	17,586.215
Actuarial gain	C9/C1/2014	428,654	12	3,643,077
Actuarial gain	09/01/2015	588,013	:3	5,258,414

Schedule of FSA Bases (Credits) (Schedule MB, Line 96)

Total

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## EXHIBIT 8 - STATEMENT OF ACTUARIAL ASSUMPTIONS/METHODS

## (SCHEDULE MB, LINE 6)

**Mortality Rates** 

Healthy. RP-2014 Blue Collar Employee and Annuitant Mortality Tables (adjusted back to 2006) with generational Scale MP-2017 from 2006

Disabled: RP-2014 Disabled Annuitant Mortality Table (adjusted back to 2006) with generational Scale MP-2017 from 2006

The above mortality tables reasonably reflects the mortality expenence of the Plan as of the measurement date. These mortality tables were then adjusted to future years using generational projection under Scale MP-2016 to anticipate future mortality improvement.

The mortality rates were based on historical and current demographic data, adjusted to reflect estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of and the projected number based on the prior year's assumption over the most recent years.

### **Termination Rates**

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		1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1- 1	Rate (%)			
				្រ៍ហើលផ្ទ		
	Mortali	ty ¹		rears of	Service	
Ace	Male	Female	Leas than 2 years	2-4 Yaning		
20	0.07	0.02	17.99	14,19	0.00	0.00
25	0.07	0.02	21.74	17.14	12,96	B.0D
30	0.06	0.02	t8 61	13.58	8.39	4.84
35	0.07	0.03	16,78	11.02	7.15	5.02
40	0.10	0.05	15.91	10.35	6.01	4,15
45	0.16	0.09	15.48	9.47	5.82	3.73
50	0 26	0.13	15.60	8.90	5.32	3 49
55	0.38	0.19	13.52	7.82	2.59	0.68
60	0.64	Q.31	13.63	7 84	2.12	0.20

¹ Mortality rates are shown from the base table and do not raflect any riverality projection.

² Withdrawal rates cullout all early retirement ago.

The termination rates were based on historical and current demographic data, estimated tuture experience and professional judgment. As part of the analysis, a companison was made between the actual number of retirements by ago and the projected number based on the prior year's assumption over the most recent years.

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#### Retirement Rates

	Annuel Referencent Reference
55 - 61	2%
62	Б
63	5
64	11
65	16
66	18
67	11
68	22
69	14
70	100
• X - V - M -	

if eligible

The retirement rates were based on historical and current demographic data, estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of retirements by age and the projected number based on the prior years' assumption over the most recent years.

Description of Weighted Average Retirement Age Age 66, determined as follows: The weighted average retirement age for each participant is calculated as the sum of the product of each potential past or future retirement age times the probability of surviving from entry age to that age and then retiring at that age, assuming no other decrements. The overall weighted retirement age is the average of the individual retirement ages based on all the active participants included in the September 1, 2017 actuarial valuation

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### Retirement Rates for Inactive Vested Participants

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Age	Annual Retirement Rates	- <b>Age</b> *	Anna I. References Refe
55	24%	63	10%
56	6	64	3
57	4	65	53
58	2	66	29
59	10	67	13
60	7	68	5
61	2	69	13
62	20	70	100

If eligible

The retirement rates for mactive vested participants were based on historical and current demographic data, adjusted to reflect estimated future experience and professional judgment. As part of the analysis, a comparison was made between the actual number of retirements by age and the projected number based on the prior years' assumption over the most recent years.

Future Benefit Employees are assumed to work 1,850 hours per year.

The future benefit accruals were based on historical and current demographic data, estimated future experience and professional judgment. As part of the analysis, a companson was made between the assumed and the actual benefit accruals over the most recent years.

Unknown Data for Same as those exhibited by participants with similar known characteristics. If not specified, participants are assumed to be male

 Definition of Active
 Active participants are defined as those with at least 250 hours in the most recent credit year and who have accumulated at least one pension credit, excluding those who have retired as of the valuation date.

Exclusion of Inactive Vested Participants	None
Percent Married	50%
Age of Spouse	Females tirree years younger than males.

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Benefit Election	60% of participants assumed to elect the Single Life Annuity, 20% assumed to elect 50% Joint and Survivor Annuity, and 20% assumed to elect 75% Joint-and-Survivor Annuity.
	The benefit elections were based on historical and current demographic data, adjusted to reflect the plan design, estimated tuture experience and professional judgment. As part of the analysis, a comparison was made between the assumed and the actual option election patterns over the past several years.
Delayed Retirement	Inactive vested participants who are assumed to commence receipt of benefits after attaining normal retirement age qualify for delayed retirement increases.
Net Investment Return	7.00%
	The net investment return assumption is a long-term estimate derived from historical data, current and recent market expectations, and professional judgment. As part of the analysis, a building block approach was used that reflects inflation expectations and anticipated risk premiums for each of the portfolio's asset classes as provided by Segal Marco Consulting i as well as the Plan's target asset allocation.
Annual Administrative Expenses	\$1,500,000, payable monthly, for the year beginning September 1, 2017 (equivalent to \$1,446.296 payable at the beginning of the year)
	The annual administrative expenses were based on historical and current data, adjusted to reflect estimated future experience and professional judgment.
Actuarial Value of Assets	The market value of assets less unrecognized returns in each of the last five years. Unrecognized return is equal to the difference between the actual market return and the projected market return, and is recognized over a five-year period. The actuarial value is further adjusted, if necessary, to be within 20% of the market value.
Actuarial Cost Method	Entry Age Normal Actuarial Cost Method. Entry Age is the age at date of employment or, if date is unknown, current age minus pension credits. Normal Cost and Actuarial Accrued Liability are calculated on an individual basis and are allocated by service, with Normal Cost determined as if the current benefit accrual rate had always been in effect.
Bonefits Valued	Unless otherwise indicated, includes all benefits summarized in Exhibit 9.
Current Liability	<i>Interost:</i> 3.03%, within the permissible range prescribed under (RC Section 431(c)(6)(E)
Assumptions	Mortality: Mortality prescribed under IRS Regulations 1.431(c)(6)-1 and 1.430(h)(3)-1; RP-2000 tables projected forward to the valuation year plus seven years for annuitants and 15 years for nonannuitants
Estimated Rate of	On actuarial value of assets (Schedulo MB, line 6g): 8.46%, for the Plan Year ending August 31, 2017
Investment Return	On current (market) value of assets (Schedule MB, line 6h): 10.10%, for the Plan Year ending August 31, 2017
FSA Contribution Timing (Schedule MB, line 3a)	Unless otherwise noted, contributions are paid periodically throughout the year pursuant to collective bargaining agreements. The interest credited in the Funding Standard Account is therefore assumed to be equivalent to a March 15 contribution date.
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Section 4: Certificate of Actuarial Valuation as of September 1, 2017 for the Local 807 Labor-Management Pension Fund

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Justification for Change (n Actuaria) Assumptions (Schedule MB, line 11) For purposes of determining current liability, the current liability interest rate was changed from 3.11% to 3.03% due to a change in the permissible range and recognizing that any rate within the permissible range satisfies the requirements of IRC Section 413(c)(6)(E) and the mortality tables were changed in accordance with IRS Regulations 1.431(c)(6)-1 and 1.430(h)(3)-1.

Based on past experience and future expectations, the following actuarial assumptions were changed:

- Mortality rates for healthy participants, previously RP-2014 Blue Collar Mortality Tables (adjusted back to 2006) with generational projection using Scale MP 2016 from 2006.
- Mortality rates for disabled participants, previously RP-2014 Disabled Annuitant Mortality Table (adjusted back to 2006) with generational projection using Scale MP 2016 from 2006.
- Refirement rates for each part cleants, previously;

Age	Annual Retirement Rates
55 - 61	2%
62 - 63	6
64	12
65	15
66	16
67	7
68	16
69	19
70	100
* if cligible	

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### Justification for Change in Actuarial Assumptions

(Schedule MB, line 11) (Cont'd)

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<ul> <li>Retirement rates for inactive vested pa</li> </ul>	articipants, previously:
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Age"	Appual Retirement Rates	Age*	Annually Retirements Ratessares
55	28%	63	12%
56 - 57	4	64	3
. 58	2	65	52
59	10	66	29
60	9	67	12
61	2	58	6
62	20	69	33
		70	100

* il eligible

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 Benefit election, proviously 60% of participants assumed to elect Single Life Annuity and 40% assumed to elect 50% Joint-and-Survivor Annuity

- Annual administrative expenses, previously \$1,275,000 per year.
- Net investment return, previously 7,50%

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## **EXHIBIT 9 - SUMMARY OF PLAN PROVISIONS**

## (SCHEDULE MB, LINE 6)

This exhibit summarizes the major provisions of the Plan included in the valuation. It is not intended to be, nor should it be interpreted as, a complete statement of all plan provisions.

	Plan Year	September 1 through August 31	
	Pension Credit Year	February 1 through January 31	
	Plan Status	Ongoing plan	
	Regular Pension	Age Requirement; 65	
		Service Requirement, 15 pension credits	
		Amount: The total accrued benefit is the sum of each year's accrual based on 1. The highest contribution rate prior to February 1, 2010 for service earned prior to February 1, 2010.	
		<ol><li>The highest contribution rate that was made for at least 250 hours during the pension credit year for service from February 1, 2010 to January 31, 2012.</li></ol>	
		<ol><li>For service on and after February 1, 2012, the accrual rate is lesser of.</li></ol>	
		(a) 1% of product of number of hours for which contributions are due on behalf of the participant in credit year based on the contribution rate in effect on September 1, 2011, or	
		(b) Accrual rate under the Plan as of September 1, 2011.	
		The accrual rate effective May 1, 2001 for contribution rates \$4.315 or more per hour, \$165 for each pension credit less than 25 plus \$20.49 for each pension credit greater than 25. Lower benefit levels have been established for employees at lower contribution levels.	
		Delayed Retirement Amount: Regular pension accrued at Normal Retirement Age (NRA), increased by 1,0% for each month greater than NRA, and 1,5% for each month greater than age 70.	
	Early Retirement	Age Requirement: 55	
		Service Requirement: 15 pension credits	
		<ul> <li>Amount. Regular pension accrued, actuarially, reduced from age 65</li> </ul>	
	Vesting	Age Requirement: None	
		<ul> <li>Service Requirement: Five pension credits or 5 years of vesting service</li> </ul>	
		<ul> <li>Amount: Regular or early pension accrued based on plan in effect and contribution rate when last active</li> </ul>	
		<ul> <li>Normal Retirement Age: Later of age 65 or the participant's 5th anniversary of participation.</li> </ul>	
5e	ction 4: Certificate of A Management P	cuarial Valuation as of September 1, 2017 for the Local 807 Labor- $ ightarrow$ Segal Consulting islon Fund	

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Spouse's Pre-	Age Requirement: None			
Retirement Death Benefit	<ul> <li>Service Requirement: 5 pension credits or 5 years of vesting service</li> </ul>			
	<ul> <li>Amount: 50% of the benefit employee would have received had he or she retired the day before he or she died and elected the joint and survivor option. If the employee died prior to eligibility for an early retirement pension, the spouse's benefit is deferred to the date employee would have first boon eligible to retire.</li> </ul>			
	Charge for Coverage: None			
Optional Forms of	50% Joint-and-Survivor			
Benefits	75% Joint-and-Survivor			
	Single Life Annuity			
Participation	Earliest of February 1 or August 1 after completion of 1,000 hours during a 12 consecutive month period.			
Pension Gredit	HoursWorked RefYeer			
	Under 250 0			
	250 499 1/4			
	500 - 749 1/2			
	750 999 3/4			
	1,000 and over 1			
Vesting Credit	One year of vesting service for at feast 1,000 hours.			
<b>Contribution Rate</b>	Rates as of September 1, 2017 vary from \$1.50 to \$10.37 per hour, with an average rate of \$6.9393.			
Changes in Plan Provisions	Noné			

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Section 4: Certificate of Actuarial Valuation as of September 1, 2017 for the Local 807 Labor-Management Pension Fund