

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 Related Plan. A Participant shall be deemed not to have separated from an Employer if he 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

(a) 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.

- (1) "Disqualifying 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,
 - (ii) 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 craft, 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 shall be suspended for any month in which he worked or was paid for at least 40 hours in Totally Disqualifying 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 Plan 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 11.4(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) Waiver 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 recoupment 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 deduction.

(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(e).

6.8 BENEFIT PAYMENTS FOLLOWING SUSPENSION

- (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 Plan.
 - (1) If the pension was first payable after Normal Retirement Age, any resumption shall be at the same monthly amount.

- (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

The Trustees shall be the sole judges of the standards of proof required in any case. 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. 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 Disqualifying Employment.

ARTICLE VII - MISCELLANEOUS

7.1 NON-REVERSION

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, 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 thereafter covered by the Pension Plan just as if it were the original company, provided it remains a Contributing Employer as defined in Section 1.6.

No new employer may be admitted to participation in the Pension Fund and this Pension Plan 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 deem necessary to preserve an equitable relationship with the contributions required from 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 or 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

No Participant, Pensioner or Beneficiary entitled to any benefits under this Pension Plan shall have the right to assign, alienate, 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:

- (1) Any benefits from being paid in accordance with the requirements of any Qualified Domestic Relations Order; and
- (2) Any offset of a participant's benefits as provided under Code § 401(a)(13) with respect to:
 - (i) 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.

(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:

- (i) if written spousal consent is obtained;
- (ii) the spouse is required by a judgment, order, decree or agreement to pay the Plan any amount; or
- (iii) a judgment, order, decree or agreement provides that the spouse shall receive a survivor annuity, as required by Code § 401(a)(11), 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 50% qualified joint and survivor annuity and a qualified pre-retirement survivor annuity based on the 50% qualified joint and survivor annuity.

(b) Notwithstanding the foregoing, paragraph (a) shall not preclude:

- (1) The Trustees' recoupment of an overpayment of any benefit made to a Participant. Such recoupment 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 recoupment 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 annuity" rather than a "shared interest" in the Participant's benefit.
- (2) As an alternative to recoupment 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 ASSETS

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 be 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:

- (a) 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-Rata Pension upon retirement under such Related Plan.

8.4 ELIGIBILITY

- (a) An Employee shall be eligible for a Pro-Rata Pension under this Plan if he meets all of the following requirements:
 - (1) 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 "last 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 Employer'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 occurred.
- (e) 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.

8.5 BENEFIT AMOUNT

- (a) 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 shall 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 relevant 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.

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 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
- (b) 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
- (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

Warehouse Local 570 Pension Fund (Baltimore, Md.)

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

Pension Fund 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. (Merged 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 (Pittsburgh, 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, 30, 397, 453, 564, 538, 491, 963, 110, 585, 261).

Local 295 Employer Group Pension Trust Fund (NYC)

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

Teamsters Local Union 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, 273, 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.J.)

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, N.Y.) (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, 693) (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.)

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)

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 Trucking Industry Local 807 (NYC)

Pension Fund of the Albany Area Trucking and Allied 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) (Cumberland, 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 (Ridgefield, NJ)

Teamsters Local 311 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 annuity 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 § 417(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 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. 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 1, 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(e)(3) and the applicable mortality table described in Code § 417(e)(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.**
 - (1) The requirements of this Article will take precedence over any inconsistent provisions of the Plan.
 - (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 70½, if later.

- (2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, 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 annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:
 - (1) the annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (2) 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 maximum permitted;
- (4) payments will either be non-increasing or increase only as follows:
 - (i) 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 11.2(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 PARTICIPANT'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 nonspouse beneficiary,

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.

- (b) **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 annuity distribution commencing 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)(9)-9 of the Treasury regulations for the calendar year that contains the annuity starting date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant 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 exceed 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 no later than the time described in Section 11.2(b)(i) or (ii), over the life of the Designated Beneficiary or over a period certain 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


- (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.

IN WITNESS WHEREOF, the Trustees have caused this Amended and Restated Plan to


 Union Trustee

 Employer Trustee

 Union Trustee

 Employer Trustee

Union Trustee

 Employer Trustee

7966276v1/01544.001

AMENDMENT TO THE RULES AND REGULATIONS OF THE
LOCAL 807 LABOR-MANAGEMENT PENSION FUND

WHEREAS, Article V, Section 23 of the Agreement and Declaration of Trust of the Local 807 Labor-Management Pension Fund (the "Pension Fund"), effective as of December 1, 1950, amended and restated as of October 22, 1991 and further restated and amended on June 14, 2017 (the "Trust Agreement") provides that the Rules and Regulations of the Local 807 Labor-Management Pension Fund may be amended by the Trustees from time to time, provided that such amendments comply with all applicable statutes and regulations and the purposes set forth in the Trust Agreement; and

WHEREAS, Section 7.6 of the Restated Rules and Regulations provides that the Pension Plan may be amended at any time by the Trustees, consistent with the provisions of the Trust Agreement; and

WHEREAS, the Trustees wish to amend the Rules and Regulations of the Pension Plan with regard to the calculation of pro rata pension benefits to make it consistent with the practices of the Pension Fund; and

IT IS HEREBY RESOLVED, that the Pension Plan is amended as follows:

8.4(a)(3)

Replace

he is found entitled to a Pro-Rata Pension from the Related Plan under which he is last covered before his retirement.

With

he is found entitled to a Pro-Rata Pension from the Pension Fund under which he is last covered before his retirement; and

8.4(c) was renumbered to be 8.4(a)(4), 8.4(d) becomes 8.4(c) and 8.4(e) becomes 8.4(d).

8.4(b)(2)

Replace

The Pension Fund covering the Employer's employees where he was principally employed during the period of 36 consecutive calendar months immediately preceding his retirement.

With

The Pension Fund under the coverage of which he was principally employed during the period of 36 consecutive calendar months immediately preceding his retirement.

8.5

Replace entire 8.5

- (a) 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 shall 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;

With

- (a) Pro-Rata Pension Amount. The amount of the Pro-Rata Pension shall be determined as follows:
- (1) First, the amount of pension as of January 31, 2010 to which the Employee would be entitled under this Plan based on all Combined Service Credit through January 31, 2010 shall be determined (except however, that any increase in benefits by this Fund after January 1, 1986 shall not be included in the amount described in this subsection for an Employee who last worked under the jurisdiction of and is retiring from a Related Plan), then
 - (2) The amount of service credit earned with this Plan between September 1, 1952 and January 31, 2010, shall be divided by the total amount of Combined Service Credit through January 31, 2010 earned by the Employee since September 1, 1952 then
 - (3) The fraction so determined in (2) shall be multiplied by the pension amount determined in (1) above and then added to any accruals earned on or after February 1, 2010 from this Plan, which shall be considered the Pro-Rata Pension amount payable by this Plan.
 - (4) The resulting benefit amount shall be rounded off to the next higher multiple of fifty cents.
 - (5) Any credits earned from a Related Plan after January 31, 2010 shall not be used for the purpose of calculating a Pro Rata Pension, but only to determine eligibility under Section 8.4 above.
- (b) "Actual employment since September 1, 1952 for which an Employer has contributed" to this or to a Related Pension fund shall include:
- (1) Periods of employment for which the Employer was obligated by his Written Agreement so to contribute, even though such contributions were not actually paid;
 - (2) 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 so to contribute; but only to the extent that the provision of such Pension Plan grant pension credit for such prior periods;

8.6(b)

Replace

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.

With

If in a particular Pension Quarter an Employee has not had a sufficient number of days of Covered Employment to be credited with that quarter as Pension Credit from this Fund, but he would be so credited if his days of employment under the coverage of a Related Pension Plan were also counted as if they were days of covered Employment, he shall be credited with that quarter as a quarter of Combined Pension Credit.

8.8

Replace entire 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.

With

HONORING OF PENSION CREDITS

The Trustees shall credit quarters of related Pension Credit on the basis on which those quarters of credit have been credited under the Related Plan under which the relevant employment occurred.

8.9

Replace entire 8.9

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.

With

Reciprocal Funds

The pension funds which have reciprocal agreements with Local 807 are those identified 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.

9.8

Replace entire 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 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
- (b) 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
- (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.

With

PARTIAL PENSION AMOUNT

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

- (a) First, the amount of pension as of January 31, 2010 to which the Employee would be entitled under this Plan based on all Combined Service Credit through January 31, 2010 shall be determined , then
- (b) The amount of service credit earned with this Plan between January 1, 1955 and January 31, 2010, shall be divided by the total amount of Combined Service Credit through January 31, 2010 earned by the Employee since January 1, 1955 then
- (c) The fraction so determined in (b) shall be multiplied by the pension amount determined in (a) above and then added to any accruals earned on or after February 1, 2010 from this Plan, which shall be considered the Partial Pension amount payable by this Plan.
- (d) The resulting benefit amount shall be rounded off to the next higher multiple of fifty cents.
- (e) Any credits earned from a Related Plan after January 31, 2010 shall not be used for the purpose of calculating a Partial Pension, but only to determine eligibility under Section 9.5 above.

NOW, THEREFORE, the Trustees adopt the above Amendment to the Rules and Regulations effective as of January 23, 2019.

[REDACTED]
JOHN SULLIVAN

[REDACTED]
JOHN ZAK

[REDACTED]
ANTHONY STORZ

[REDACTED]
ROBERT HOLDEN

[REDACTED]
LUIS HERRERA
Union Trustee

[REDACTED]
SCOTT LITTLE
Employer Trustee

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**FIRST AMENDMENT
TO THE
LOCAL 807 LABOR-MANAGEMENT PENSION FUND**

This FIRST AMENDMENT TO THE LOCAL 807 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 amended and restated effective as of June 1, 2013, is hereby further amended as follows:

1. 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 benefit 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 earned 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 be 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 GENERAL 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 or 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 payee will be subject to the limits of this Section 12.2, as modified by Treas. Reg. Sec. 1.432(e)(9)-1(d).

- (e) 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

UNION TRUSTEES

BOARD OF TRUSTEES LOCAL 807 LABOR
MANAGEMENT PENSION PLAN
32-43 49TH STREET
LONG ISLAND CITY, NY 11103

17007033086015
Person to Contact:
DAVID E. DIXON ID# 31040
Contact Telephone Number:
(513) 263-3561
Plan Name:
LOCAL 807 LABOR MANAGEMENT PENSION
PLAN
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 statutes. 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, Favorable 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 qualified 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 (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on 10-1-12 & 8-8-11.

This determination letter also applies to the amendments dated on

Letter 5274

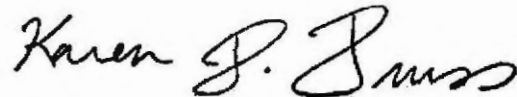
remedial amendment cycle that ends more than 12 months after we received the application. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

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 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

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

Sincerely,



Karen D. Truss
Director, EP Rulings & Agreements

Addendum

Letter 5274

LOCAL 807 LABOR-MANAGEMENT HEALTH & PENSION FUNDS

TEL (718) 274-5353 32-43 49TH STREET LONG ISLAND CITY, NEW YORK 11103 FAX (718) 728-4413

UNION TRUSTEES

John Sullivan
Anthony Storz
Luis Herrera

FUND ADMINISTRATOR

Teresa Casanova

EMPLOYER TRUSTEES

John Zak
Scott Little
Robert Holden

LOCAL 807 LABOR-MANAGEMENT PENSION FUND SUMMARY OF MATERIAL MODIFICATION TO THE SUMMARY PLAN DESCRIPTION

We are providing you and your family with this notice to inform you of a change to the Summary Plan Description ("SPD") for the Local 807 Labor-Management Pension Fund (the "Fund"). This change was made so that the SPD more accurately explains the Fund's rules for work in Disqualifying Employment after Normal Retirement Age, as reflected the Fund's Rules and Regulations.

Effective July 1, 2019, the SPD at page 16 under the title "**About Retirement and Suspension of Benefits**" is amended to read as follows:

"Totally Disqualifying Employment After Normal Retirement Age

After you reach Normal Retirement Age, your pension will be suspended only for months in which you work in or are paid for at least 40 hours of "Totally Disqualifying Employment". "Totally Disqualifying Employment" means employment or self-employment 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 you 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 in 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, portions of the New York metropolitan area in New Jersey and Connecticut, and any other areas covered by the Plan at the time of your retirement. It also includes any area covered by a plan which forwarded contributions to the Plan under a reciprocal agreement that was in effect when your pension payments began if you accrued benefits from the Plan based on those contributions. However, your pension must begin to be paid, even if you work in Totally Disqualifying Employment, by your Required Beginning Date. Your Required Beginning Date under the Plan is the April 1st of the calendar year following the year in which you reach the age of 70 ½."

You should keep this Notice together with your Summary Plan Description at all times. The two documents should be read together for an accurate depiction of your current plan benefits. If you have any questions, contact the Pension Fund.

Plan Sponsor: Board of Trustees of Local 807 Labor-Management Pension Fund

Sponsor's EIN #: 51-6099111 Plan Number: 002 Plan Year: September 1 to August 31

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

JAN 29 2016

Date:

BOARD OF TRUSTEES LOCAL 807 LABOR
MANAGEMENT PENSION PLAN
C/O HERBERT NEW & DAVID NEW P C
DAVID W NEW
1129 BLOOMFIELD AVE STE 215
WEST CALDWELL, NJ 07006

Employer Identification Number:
51-6099111

DLN:

17007033086015

Person to Contact:

DAVID E. DIXON

ID# 31040

Contact Telephone Number:

(513) 263-3561

Plan Name:

LOCAL 807 LABOR MANAGEMENT PENSION
PLAN

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 statutes. 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, Favorable 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 qualified 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 (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on 10-1-12 & 8-8-11.

This determination letter also applies to the amendments dated on

Letter 5274

BOARD OF TRUSTEES LOCAL 807 LABOR

1-1-10.

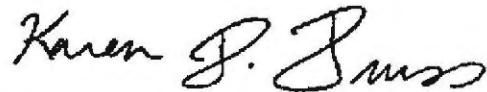
You can't rely on this letter after the end of the plan's first five-year remedial amendment cycle that ends more than 12 months after we received the application. This letter expires on January 31, 2020. This letter considered the 2013 Cumulative List of Changes in Plan Qualification Requirements.

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 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

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

Sincerely,



Karen D. Truss
Director, EP Rulings & Agreements

Addendum

Letter 5274

BOARD OF TRUSTEES LOCAL 807 LABOR

This determination letter does not apply to any portions of the document that incorporate the terms of an auxiliary agreement (collective bargaining, reciprocity, or participation agreement), unless you append to the plan document the exact language of the sections that you incorporated by reference.

Letter 5274



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

LOCAL 807 LABOR-MANAGEMENT PENSION FUND

32-43 49th Street
Long Island City, NY 11103
Phone: (718) 274-5353
Fax: (718) 956-6369

FUND MANAGER
Alfred Fernandez

FUND CO-COUNSEL
New & Karfunkel, PC
Cary Kane, LLP

CONSULTANTS AND ACTUARIES
The Segal Company

FUND ACCOUNTANT
Schultheis & Panettieri

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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

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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

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

May, 2016

Dear Participant:

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 employees 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 contributions 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.

Participation in the Plan

You will become a participant in the Plan on the earliest February 1 or August 1 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 1st or August 1st 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 1st to January 31st.

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 SPD. 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 twelve-consecutive-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 earned 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 Board 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 eliminated 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.
- 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 Pension have been changed to be the actuarial 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 beneficiary.
- 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. 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
2. The benefit level that was in effect under the Plan on September 1, 2011, multiplied by the Pension Credit earned in the Plan Year.

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

You are eligible 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 based on the contribution 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, 2001, 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 25 Pension Credits and \$0.30 to \$20.48 per month for each Pension Credit in excess of 25.

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:

- 1% 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 effect 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 February 1, 2015, with 25 Pension Credits, and you had worked under the Defined Rate. Your monthly benefit would be determined as follows:

- You 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 of:

- Benefit as of January 31, 2010: \$3,300.00
- Benefit for year ending January 31, 2011: \$165.00
- Benefit for year ending January 31, 2012: \$165.00
- 1500 Hours worked 2/1/2012 – 1/31/2013: $1,500 \times \$7.215 \times 1\% = \108.23
(which is less than \$165 times 1 Pension Credit)

- 1000 Hours worked 2/1/2013 – 1/31/2014: $1000 \times \$7.215 \times 1\% = \72.15
(which is less than \$165 times 1 Pension Credit)
- 2000 Hours worked 2/1/2014 – 1/31/2015: $2000 \times \$7.215 \times 1\% = \144.30
(which is less than \$165 times 1 Pension Credit)
- **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:

<u>Age</u>	<u>Percentage of Regular Pension</u>
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%

For example: Suppose you are age 62 when you retire on February 1, 2015, and you had earned 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 Retirement Pension amount will be 72.35% of the Regular Pension amount, determined as follows:
 - $\$3,954.68 \times 72.35\% = \$2,861.21$
 - In this example, the monthly Early Retirement Pension would be \$2,861.21.

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 anniversary 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 Pro-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

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.

¹ Contributions due for non-work days (such as paid sick and vacation time) count towards "days worked."

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:

<u>Hours of Service (work) in Plan Credit Year*</u>	<u>Pension Credits</u>
Under 250	0
250 to 499	$\frac{1}{4}$
500 to 749	$\frac{1}{2}$
750 to 999	$\frac{3}{4}$
1,000 hours or more	1

* 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 not 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.

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.

Permanent Break in Service

If you have a Permanent Break in Service before you attain Vested Status, you lose, or forfeit, all previously earned Pension Credit and Years of Vesting Service. This lost 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 earned.

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 Husband & Wife Pension. All benefits 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 receive a general explanation of the relative value of the optional forms of payment compared to the normal form and a description of how much larger 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 satisfactory 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 must 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.

Once your pension benefits begin, you cannot change your decision about the Husband & 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 Domestic 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. If you had earned at least 15 Pension Credits, payments can 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 may elect to delay payment of the survivor's benefit, but payment may not be delayed later than the month in which you would have reached age 70½. If your spouse elects to delay 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 before 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

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.

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 Funds; 4) any employment with any employer who has a written agreement with the Union; or 5) any employment with any employer who has a bargaining 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.

Disqualifying 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. "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 in 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 1st 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.

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 Disqualifying 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.

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 attorney 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 Trustees 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;
- c) adopt any procedures for the determination of a Participant's Hours of Service, Years of Vesting Service and Pension Credits;
- d) decide questions, including legal or factual questions, relating to the determination and payment of benefits;
- e) 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 though 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 Domestic 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, or other dependent, to provide child support, alimony payments and/or property rights to your former spouse.

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 benefit 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 arrangement 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 benefits 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). TTY/TDD users may call the federal relay service toll-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>.

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 bargaining agreements, and a copy of the latest annual report (Form 5500 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, ERISA 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

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.

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, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, 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 (formerly the Pension and Welfare Benefits Administration).

Administrative Information

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 has 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 Trustees at the address listed above or upon any Trustee individually.

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
Kamco 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 52nd Street
New York, NY 10019

Fund Manager

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

(On Fund Letterhead)

**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 benefit 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 accruals 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 sentence. 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 May 1, 2019 or the date on which the pensioner enters into pay status, 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.

BOARD OF TRUSTEES LOCAL 807 LABOR
MANAGEMENT PENSION PLAN
32-43 49TH STREET
LONG ISLAND CITY, NY 11103

17007033086015
Person to Contact:
DAVID E. DIXON ID# 31040
Contact Telephone Number:
(513) 263-3561
Plan Name:
LOCAL 807 LABOR MANAGEMENT PENSION
PLAN
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 statutes. 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, Favorable 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 qualified 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 (1-800-829-3676) to request a copy.

This determination letter applies to the amendments dated on 10-1-12 & 8-8-11.

This determination letter also applies to the amendments dated on

Letter 5274

remedial amendment 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 Qualification 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 2848, Power of Attorney and Declaration of Representative, or Form 8821, Tax Information Authorization, with your application and asked us to send your authorized representative or appointee copies of written communications, we will send a copy of this letter to him or her.

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

Sincerely,

A handwritten signature in cursive script that reads "Karen D. Truss".

Karen D. Truss
Director, EP Rulings & Agreements

Addendum

Letter 5274

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

Letter 5274

**Collective Bargaining Agreement
between**

**TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103**



**And
ACCORD SUPPLY
92-26 180TH STREET
JAMAICA, NY 11433**

November 1, 2019 to October 31, 2022

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):

	<u>11/1/19</u>	<u>11/1/20</u>	<u>11/1/21</u>
HEALTH:	\$9.69 per hour	\$9.44 per hour	\$9.69 per hour
PENSION:	\$8.19 per hour	\$8.58 per hour	\$8.97 per hour
PROFIT SHARING:	\$4.10 per hour	\$4.30 per hour	\$4.50 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 11/1/19.

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.

3. 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 Annuity 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, Pension, 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 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.

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;

	<u>Effective Date</u>	<u>Hourly Rate</u>
DRIVERS:	11-1-19	\$26.85
	11-1-20	\$27.85
	11-1-21	\$28.85
TRAILER DRIVERS:	<u>Effective Date</u>	<u>Hourly Rate</u>
	11-1-19	\$33.00
	11-1-20	\$34.00
	11-1-21	\$35.00

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 Agreement.

ARTICLE 53. **EXPIRATION OF CONTRACT**

1. This Agreement shall be in full force and effect from November 1, 2019 to October 31, 2022 and shall continue from year to year thereafter unless written notice to cancel or terminate the Agreement is served by either party upon the other at least sixth (60) days prior to date of expiration. All terms and conditions negotiated to be retroactive to.

2. Where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice of at least sixty (60) days prior to or of any subsequent contract year, advising that such party desires to revise or change terms or conditions of such Agreement.

3. In the event of an inadvertent failure by either party to give notice set forth in 1 and/or 2 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this paragraph, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

FOR THE EMPLOYER

[Redacted Signature]

DATE 10/31/19

FOR THE UNION

[Redacted Signature]

DATE 10.31.19



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

MEMORANDUM

To: Health and Pension Funds
From: John Sullivan *Lu Herrera*
Subject: Air Louver and Damper
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 1st of each Contract Year.

12/1/15	12-1-16	12-1-17	12-1-18	12-1-19
4.84	5.29	5.74	6.19	6.64

HEALTH 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.

(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 11 (b)(viii);
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 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 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>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
4.84	5.29	5.74	6.19	6.64

HEALTH FUND:

<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 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 11(b)(viii);
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 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, 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, 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 1, 2005 shall be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

**Collective Bargaining Agreement
Between**

**TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103**



**And
ALUMA SYSTEMS CONCRETE
CONSTRUCTION, LLC
1800 Lower Road
Linden, NJ 07036**

April 1, 2019 thru March 31st, 2024

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.

ARTICLE 16. 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, 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 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, 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 needs arise. The Employer shall have the ability to subcontract local trucking as long as all active drivers are working and union drivers are used for trucking that the Driver would normally perform (delivery or pick up) on a daily basis in and out of the 1800 Lower Road Linden, NJ 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 slowdowns and the Employer agrees that there will be no lock outs.

ARTICLE 19. 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 employees up to five (5) 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 at satisfactory proof of death must be submitted to the Employer. Probationary employees are not entitled to bereavement leave.

ARTICLE 20. 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.

A. Health Fund Contributions:

Effective April 1, 2019 Health Fund shall be \$9.19 hour
Effective April 1, 2020 Health Fund shall be \$9.44 hour
Effective April 1, 2021 Health Fund shall be \$9.69 hour
Effective April 1, 2022 Health Fund shall be \$9.94 hour
Effective April 1, 2023 Health Fund shall be \$10.19 hour

B. Pension Fund Contributions: As per the Pension Rehabilitation Plan.

Effective April 1, 2019 Pension Fund shall be \$11.00/hour

Effective April 1, 2020 Pension Fund shall be \$11.39/hour

Effective April 1, 2021 Pension Fund shall be \$11.78/hour

Effective April 1, 2022 Pension Fund shall be \$12.17/hour

Effective April 1, 2023 Pension Fund shall be \$12.56/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 Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement. See 1B above.

2. All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours 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 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.
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 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 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.
10. 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.
11. The Employer shall participate in the Local 807 Labor Management Profit 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.



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

32-43 1st Street, Long Island City, NY 11103

Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

John "Buddy" Sullivan
President

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Secretary-Treasurer

Lu Herrera
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Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marly Meyers
Trustee

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: Aces (American Convention Exhibitor Service) – Contribution letter

Date: September 2, 2015

9/2/15
CK
TC

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

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 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.

(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 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 \$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 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 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 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 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:

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 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 \$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 \$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.

(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.

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 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.

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 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 \$14.00 per hour

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.



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

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William Turis
President

John "Buddy" Sullivan
Secretary-Treasurer

Tony Storz
Vice President

Kevin Brudis
Recording Secretary

Angel Curbelo
Trustee

Lu Herrera
Trustee

Boris Melgarejo
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 Palm Beach Lakes Blvd., Suite 200
West palm Beach, Florida 33401
Phone: 269-449-0751

CONTRIBUTIONS WILL BE MADE AS FOLLOWS:

I-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 eleven 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 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 dollars and fifty-six 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.

2-HEALTH FUND:

THE RATE OF CONTRIBUTION TO THE HEALTH FUND, EFFECTIVE OCTOBER 1, 2008, SHALL BE SIX DOLLARS AND FORTY-FOUR CENTS (\$6.44) PER HOUR.

3-PENSION:

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, 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 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.

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**

(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, 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 Health Fund, 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 Fund purposes.

(B) PENSION

The Employer shall participate in the Local 807 Labor Management 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 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, 2008, shall be six dollars and thirty-one and one half cents (\$6.315) 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/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. 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, 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.

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 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 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 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 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' 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.

SECTION 11 DISTRIBUTION FUND

The Employer shall participate in the Local 807 Labor Management Distribution Fund, effective October 1, 2008 and to be paid as follows:

a. For the period October 1, 2008 to September 30, 2014 the Employer will contribute the following:

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 time).

2014-2020

**RIGGING AND MACHINERY MOVERS
AND TRADE SHOW DIVISION CONTRACT**

Between

TRUCK DRIVERS LOCAL UNION NO. 807

And

Atlantic Exposition
3089 English Creek Ave.
Egg Harbor Township NJ 08234

AGREEMENT entered into between 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 1st 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 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, 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 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.

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, 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 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 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 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 \$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 \$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.

(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.

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 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.

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 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 \$14.00 per hour

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.



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

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E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Gladys Nieves
Trustee

Marty Meyers
Trustee

Scott Brady
Trustee

MEMORANDUM

DATE: JANUARY 10, 2019

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 10-01-14 THRU 9-30-20

Avata Exposition Inc.
15928 Tournament Drive
Gaithersburg, MD 20877
Phone#301-921-0800

CONTRIBUTIONS WILL BE MADE AS FOLLOWS:

1-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.

2-HEALTH FUND:

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 hundred twenty (520) hours.

www.ibt807.com

1/10/19
OK
TC

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, 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 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 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 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 \$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 \$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.

(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.

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 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.

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 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 \$14.00 per hour

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.

COLLECTIVE BARGAINING
AGREEMENT
BETWEEN

AVIS RENT A CAR SYSTEM, INC.

AND

TRUCK DRIVERS UNION LOCAL NO. 807
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

APRIL 1, 2019 THROUGH MARCH 31, 2023

ARTICLE 28
Local 807 Labor-Management Pension Fund Local

Section 1. 807 Labor-Management 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. As set forth more fully in the Memorandum of Agreement the parties entered during negotiations, the Company has agreed to adopt the Preferred Schedule of the Rehabilitation Plan and has agreed to increases to its Pension Contribution Rate as follows:

<u>4/1/19</u>	<u>4/1/20</u>	<u>4/1/21</u>	<u>4/1/22</u>
\$4.44 (\$0.39/hr)	\$4.83 (\$0.39/hr)	\$5.22 (\$0.39/hr)	\$5.61 (\$0.39/hr)

(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 absences.

(b) 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 things, 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 parties hereto.

(d) The Trustees of the Pension Fund 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.

(e) In the event the Employer defaults in payment of pension contributions, or liquidated damages and notice of such default is served upon the Employer via ordinary mail by the Manager of the Pension Fund and copies 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 a statement setting forth the names and social security 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 Pension 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 employer. The manager shall forthwith report in writing the results of any inspection or interview.

ARTICLE 29

Company's Health and Welfare Plan

Effective January 31, 2011, the Company's participation in the Local 807 Labor and Management Health Fund shall cease. 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.

ARTICLE 31

Sick Pay

Section 1. Regular and Head Shuttlers hired prior to April 1, 2017

Regular and Head Shuttlers hired prior to April 1, 2017 who have obtained seniority shall receive sick pay compensation at the current daily guarantee rate as indicated herein for nine (9) days.

Section 2. Regular and Head Shuttlers Hired On or After April 1, 2017

Regular and Head Shuttlers on the master seniority list hired on and after April 1, 2017 shall receive sick pay compensation at their current daily rate as indicated herein:

- (a) After completing 120 days of employment, employees shall accrue at the rate of one (1) hour for every thirty (30) hours worked up to a maximum of five (5) days per calendar year.
- (b) Accrual rate as in "(A)", after completing three (3) years of employment, employees shall accrue one (1) day additional for each two (2) months of employment for a total of six (6) days per calendar year.



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

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Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Gladys Nieves
Trustee

Marty Meyers
Trustee

Scott Brady
Trustee

Rec'd 6/29/17
CR

To: Health and Pension Funds
From: Tony Storz-Sec. Treas.
Subject: Bestek Lighting & Staging - Contribution Letter
Date: June 29, 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 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

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 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.

(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 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 \$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 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.

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:

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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.

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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.

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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 \$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 \$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 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.

(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.

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 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.

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 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 \$14.00 per hour.

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.



Teamsters LOCAL UNION 807

Truck Drivers Warehousemen Exposition Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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John "Buddy" Sullivan
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Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Vice President

Angel Corbela
Vice President

Gladys Nieves
Vice President

Marty Meyers
Vice President

MEMORANDUM

To: Health and Pension Funds
From: Tony Storz
Subject: Brad Reh, Inc.
Date: February 11, 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.

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

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 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.

(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 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 \$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 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 earned vacation benefit. Each Employer shall pay its pro rata 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 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 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

(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 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 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:

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 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 \$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 \$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) REHABILITATION

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 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.

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

D. The Employer shall pay Employees on a portal-to-portal basis as follows:

An Employee shall start from the Employer's garage, to which he has been permanently assigned, and his day's work shall end at said garage. If any Employee ends his day's work at any other place he shall be paid for his time and transportation expenses back to the garage to which he has been permanently assigned.

SECTION 14.

NOTICES

A. The Employers agree to submit to the Union, on a monthly basis, an alphabetical listing of the daily employment of each Employee during the preceding month. A copy of that list is to be retained by the Employer as a permanent record.

B. The Employer shall notify the Union Business Representative of all Trade Shows, Conventions, Exhibition Fields, etc., in writing, at least three (3) days in advance as to the time and place thereof, when practical.

SECTION 15.

RESTRICTED PAYMENT BY CHECK

A. In the event Employees are paid by check the Employer shall make arrangements convenient for the Employees to cash same without expense or loss of time to the Employees. In the event the Employer fails to make the necessary arrangements, the Employees shall be reimbursed by the Employer for all expenses and time incurred in cashing or negotiating checks. All information such as: hours worked, etc., must be shown on check and kept up-to-date.

B. In the event any check issued by an Employer to an Employee for expenses, wages, etc., is dishonored or payment thereof is delayed, except when same is due to bank error, all future payments (including wages, vacation pay, holiday pay, expenses, etc.) to Employees shall be by cash only.

SECTION 16.

NO SUB-CONTRACTING

The Employer shall not, without prior written consent of the Union, cause or permit any of its work, covered by this Agreement, to be performed other than by Employees covered by this Agreement.

SECTION 17.

NO INDIVIDUAL AGREEMENTS

The Employer shall not make any individual written or verbal agreement or have any understanding with any of its Employees that may conflict with this Agreement or that may vary the terms of this Agreement; and any such individual agreements or understanding, past or future, are hereby declared to be null and void and of no force and effect except to the extent that they may constitute a prior existing benefit or standard as defined in Section 9 hereof.

Collective Bargaining Agreement
Between

TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103



And
Brenntag Northeast LLC
81 W. Huller Lane
Reading, PA 19605

December 1, 2017 thru November 30, 2020

SMK
#

The Steward has no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of the Steward, and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement, and the Employer also has the right to discipline the participants in an unauthorized strike, slow down, stoppage of work and those who refuse to return to the work of their normal duties when ordered to do so.

18. PROTECTION OF RIGHTS.

Picket Lines. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action, in the event any employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of Unions party to this Agreement, and including primary picket lines at the Employer's places of business.

19. OUTSIDE LABOR TROUBLE.

It shall not be considered a violation of this Agreement if any employee covered hereunder should refuse to receive or deliver materials or cross a picket line at a place where labor trouble exists, including the Employer's place or places of business, providing the officials of the Union agree that labor trouble does exist and further providing that the intent of this Article conforms with the Labor-Management Reporting and Disclosure Act of 1959.

20. MILITARY SERVICE.

It is agreed that in the event any member of the Union is drafted or enlists into any branch of the Service of the United States, he shall be guaranteed reinstatement in his former position, with full seniority rights, upon his discharge from the Service, providing he applies for reinstatement within ninety (90) days after being discharged, unless he is physically disabled from performing the job.

21. HEALTH AND PENSION FUND.

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:

Effective the first month after the new collective bargaining agreement is ratified and signed, the Employer agrees to a maximum increase of 5 cents per employee per hour (\$8.69 per hour maximum total).

Effective December 1, 2018, the Employer agrees to a maximum increase of 25 cents per employee per hour (\$8.94 per hour maximum total).



Effective December 1, 2019, the Employer agrees to a maximum increase of 25 cents per employee per hour (\$9.19 per hour maximum total).

For individuals hired into the bargaining unit on or after December 1, 2017, the Employer will pay 80% of the total premium charged by the Fund

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

1. The Employer agrees to make the following monthly contributions to the Local 807 Labor-Management Pension Fund (the Fund) for each Eligible Employee covered by this Agreement, subject to the qualifications hereinafter specified:

*Effective the first month after the new collective bargaining agreement is ratified and signed, - \$6.48 per employee per hour

*Effective December 1, 2018 - \$6.93 per employee per hour

*Effective December 1, 2019 - \$7.38 per employee per hour

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, 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.

Handwritten signature and initials, possibly "JMK" or similar, with a circled "15" below it.

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 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 their discretion, deem justified to offset the added cost of collection.

22. SEVERANCE PAY.

If as a result of a move of over fifty (50) miles or a shut down by the Employer, an employee who elects to resign, or who is laid off shall be paid all monies due to him, including, but not limited to, accrued vacation pay, sick days, personal days, as per the Collective Bargaining Agreement. In addition to that said, employee shall receive one (1) week pay for every year of service with the Employer up to twenty-six (26) weeks' pay. In the case of relocation an offer shall be made to present employees to relocate to new location in accordance with their seniority position.

23. DEATH IN THE FAMILY.

In the event of a death of a spouse or child, employee shall be given five (5) guaranteed workdays off with pay for the express purpose of attending services for the deceased.

In the event of a death in the immediate family (father, mother, brother, sister, mother-in-law, father-in-law, the sister and brother of the employee's spouse, grandparents, grandchildren, stepparents, stepchildren, or foster children) employee shall be given three (3) guaranteed workdays off with pay for the express purpose of attending services for the deceased.

In the event of the death of one other than the immediate family (nieces, nephews, and the spouse of a sister or brother of the employee's spouse), the employee shall be given one (1) workday off with pay to attend the funeral.

24. PAY DAY.

Regular payday shall be every Wednesday. With advanced notice, the Employer may switch to a bi-weekly or every other week pay schedule and to pay on any set day of the week.

25. CHECK-OFF.

From the pay for the third week of each month, the Employer shall deduct the dues, which may be due by the employee for the next succeeding month, in reference to any employee who shall have authorized, in writing, the Employer to so deduct the dues. In the case of a new employee, the Employer shall, from the first pay after the expiration of a period of thirty-one (31) calendar days from commencement of employment, deduct the whole initiation fee. All sums deducted shall be remitted to an authorized Agent of the Union not later than the first day of each month.

**Collective Bargaining Agreement
between
TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103**



**And
Bronx Welding**

September 1, 2015 thru August 31, 2020

ARTICLE 14. ENFORCEMENT OF AGREEMENT

1. Both parties have the obligation to enforce all provisions of this Agreement.
2. 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 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, 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

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 Funds at the rates set forth herein.

The Employer contributes to the Local 807 Labor-Management Health Fund ("Health 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 regular 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-Five cents (\$4.35) 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 Sick days.

B) For the term of this Agreement, the Employer shall pay the following hourly contribution rates to the Health Fund:

<u>9/1/15</u>	<u>9/1/16</u>	<u>9/1/17</u>	<u>9/1/18</u>	<u>9/1/19</u>
\$8.19	\$8.44	\$8.69	\$8.94	\$9.19

2 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 \$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.

<u>9/1/15</u>	<u>9/1/16</u>	<u>9/1/17</u>	<u>9/1/18</u>	<u>9/1/19</u>
\$4.80	\$5.25	\$5.70	\$6.15	\$6.60

New employees shall have Pension Fund contributions made as follows:

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 1 above.

4. 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. 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.

5. 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.
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.
7. 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 Trustees.
9. 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 benefits.
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.
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. All 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

(a) Computation. All vacation time shall be computed from the anniversary date of the contract.

i) 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 he 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:

$$\frac{\text{\# days worked}}{170} \times \text{full vacation benefit} = \text{pro rata vacation}$$

(b) Vacation Schedule. The Employer shall, during the current contract year, grant annual vacations with pay as follows:



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Gladys Nieves
Trustee

Marty Meyers
Trustee

Scott Brady
Trustee

MEMORANDUM

Rec'd 12/28/17

To: Health and Pension Funds and Profit Sharing Fund

From: Lu Herrera- Vice President.

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:

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 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 annually as per schedule in Article 31. Inclusive of holidays, sick days and vacation.

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

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.

- (a) The employer shall contribute the sum of \$10.365 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 31. Inclusive of holidays, sick days and vacation.

B. 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

C. 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").

12/1/17
\$7.00 per hr.

12/1/18
\$7.00 per hr.

12/1/19
\$7.00 per hr.

12/1/20
\$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 these better, higher and more favorable practices, standards and/or benefits.

ARTICLE 27.
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 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 annually 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 \$10.365 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 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 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

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 per day, 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>	<u>12/1/18</u>	<u>12/1/19</u>	<u>12/1/20</u>
\$7.00 per hr.	\$7.00 per hr.	\$7.00 per hr.	\$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 hires hired after 12/1/09.

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 Health, Pension and Annuity Funds shall establish ruler, which shall include, among other things, the requirements for eligibility, distribution of Health Pension and /or 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 Trustees of the Health, Pension and Annuity 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, 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.

- (u) Each Employer shall within twenty (20) days following the last day of the preceding month submit to the Administrator of the Health, Pension and Annuity 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 behalf 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 neither 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.
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.

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.

FOR CENTER SHEET METAL

FOR TEAMSTERS LOCAL UNION NO 807

DATE: 12/20/2017

DATE: 12-11-17

**Collective Bargaining Agreement
between**

**TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103**



And

**Complete Spiral Metal
515 Tiffany Street
Bronx, NY 10474**

November 1, 2018 Thru October 31, 2021

SECTION 29
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 shall contribute:

<u>11-1-2018</u>	<u>11-1-2019</u>	<u>11-1-2020</u>
\$8.94	\$9.19	\$9.44

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 \$10.1650 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 \$0.39 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 :

<u>11-1-2018</u>	<u>11-1-2019</u>	<u>11-1-2020</u>
\$10.555	\$10.945	\$11.335

SECTION 31
CONTRIBUTION LIMITATION

(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

SECTION 29
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 shall contribute:

<u>11-1-2018</u>	<u>11-1-2019</u>	<u>11-1-2020</u>
\$8.94	\$9.19	\$9.44

SECTION 30.
PENSION BENEFITS

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<u>11-1-2018</u>	<u>11-1-2019</u>	<u>11-1-2020</u>
\$10.555	\$10.945	\$11.335

SECTION 31
CONTRIBUTION LIMITATION

(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.

SECTION 32
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 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 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 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 this Agreement engage in a lockout.



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

32 49th Street, Long Island City, NY 11103
Phone (718) 726-2525 • Fax (718) 726-7037
E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

Rec'd 3/8/15
af

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: CSI- Contribution letter

40 Regency Plaza Glen Mills, Pa 19342

Date: March 5th, 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.

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, 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 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.

(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 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 \$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 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 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

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 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 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:

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 \$10.815 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 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.

(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 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.

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 \$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 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

**Collective Bargaining Agreement
between**

**TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103**



**And
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

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:

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 Fund 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 Fund 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.

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.
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.

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.
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

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
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 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 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.

One year- five hours
Two years- ten hours
Ten years- fifteen hours
Fifteen years- twenty hours



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

3249th Street, Long Island City, NY 11103

Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

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 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

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 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.

(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.

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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 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.

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- 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.
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- 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.

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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.

(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.

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 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.

SECTION 11

DISTRIBUTION FUND

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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 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 Metropolitan District are to be paid for traveling time, meals and hotel expenses.

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 LOCAL UNION NO. 807, hereinafter called the "UNION" to govern all hours, wages and working conditions set forth from the 1st 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 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, 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 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

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Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

32-40 49th Street, Long Island City, NY 11103

Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

SUBJECT: EXPO PLUS, INC 1055 RESEARCH CENTER,
ATLANTA DRIVE
ALANTA GA 30331
404 699-0650

Date: August 19, 2016

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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

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www.TeamstersLocal807.net

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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.

(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.

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 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.

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 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 \$14.00 per hour

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.



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

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John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Gladys Nieves
Trustee

Marty Meyers
Trustee

Scott Brady
Trustee

MEMORANDUM

To: Health and Pension Funds
From: Tony Storz
Subject: Freeman Expositions, Inc.- Contribution letter
Date: April 20, 2017

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

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 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.

(B) PENSION

The Employer shall participate in the Local 807 Labor-Management Pension Fund. Contributions by the Employer

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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 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 \$ 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 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 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 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:

- 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. October 1, 2018 the rate shall be \$8.94 per hour.
 - vi. October 1, 2019 the rate shall be \$9.19 per hour.
3. 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 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.
- ii. Effective October 1, 2015 the rate shall be \$9.465 per hour.

- iii. Effective 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. Effective October 1, 2014 the rate shall be \$6.95 per hour.
- ii. Effective October 1, 2015 the rate shall be \$7.40 per hour.
- iii. Effective October 1, 2016 the rate shall be \$7.85 per hour.
- iv. Effective 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 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 prescribed per the pension rehab plan. The Employer adopts the terms and condition of the Pension Rehabilitation Plan.

D. TRUST FUNDS:

1. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.
2. 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.
3. 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 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.
5. 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 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.

6. 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:
 1. 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.
 4. Effective October 1, 2017, the sum will be \$6.50 per hour.
 5. Effective October 1, 2018, the sum will be \$6.75 per hour.
 6. Effective October 1, 2019, the sum will be \$7.00 per hour.
- B. For all overtime hours:
 1. Effective October 1, 2014, the sum will be \$11.50 per hour.
 2. 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.
 4. Effective October 1, 2017 the sum will be \$13.00 per hour.
 5. Effective October 1, 2018 the sum will be \$13.50 per hour.
 6. Effective October 1, 2019 the sum will be \$14.00 per hour.
- C. 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



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

Phone (718) 726-2525 • Fax (718) 726-7037

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John "Buddy" Sullivan
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Raymond Asquino
Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: GES

6800 Santa Fe Drive Hodgkins, IL 60525 - Contribution letter

Date: March 9, 2015

Rec'd 3/9/15
QF

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

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 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:

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.

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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 \$ 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 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

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 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 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:

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 \$10.815 per hour. Effective October 1, 2019 the rate shall be \$11.265 per hour.

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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.

(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.

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 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.

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 \$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 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 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 garage, not including Long Island,



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

32-43 4th Street, Long Island City, NY 11103

Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

MEMORANDUM

To: Health and Pension Funds
From: Lu Herrera
Subject: Gentlemen'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	12-1-16	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.

(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 11 (b)(viii);

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 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 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>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
4.84	5.29	5.74	6.19	6.64

HEALTH FUND:

<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 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 11(b)(viii);
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(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, 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, 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 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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Recording Secretary

Gladys Nieves
Trustee

Marty Meyers
Trustee

Scott Brady
Trustee

Rec'd 10/30/17

OA

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 Local807 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	\$8.94	\$9.19	\$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 1, 2017, and will be 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>
\$9.84	\$10.29	\$10.74	\$11.19	\$11.64

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.

ARTICLE 19. HEALTH AND PENSION

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 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	\$8.69	\$8.94	\$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 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 Employer and to cover the Union's employees for both Health and Pension.

9. 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, 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 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:

~~Fernando Alvarez~~ *R-Tier* 
Raymond Diaz
Gerson Damiani

Employees who do not work a full 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
60 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	211 days	13 days
135 days	6 days	223 days	14 days
145 days	7 days	235 days	15 days
155ys	8 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 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.

**Collective Bargaining Agreement
between**

**TEAMSTERS LOCAL UNION NO. 807
32-43 49TH Street
Long Island City, NY 11103**



**And
I.JANVEY & SONS, INC.**

**218 Front Street
Hempstead, New York 11550**

October 1st , 2018 thru September 30th ,2021

contribution for the Health and Pension Fund will then (after the sixty (60) working day period) be retroactive to the first day of hire.

ARTICLE 19 – 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. Health Fund Increases: Current contribution to the Health Fund is \$8.99

Effective April 1, 2019 Health Fund shall be \$9.24

Effective April 1, 2020 Health Fund shall be \$9.49

Effective April 1, 2021 Health Fund shall be \$9.74

B. Pension Fund Increases: Current contribution to the Pension Fund is \$10.765 as per the Pension Rehabilitation Plan.

Effective April 1, 2019 Pension Fund shall be \$11.155

Effective April 1, 2020 Pension Fund shall be \$11.545

Effective April 1, 2021 Pension Fund shall be \$11.935

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 20 – 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 21 – 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 22 – 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



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Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Mey
Trustee

MEMORANDUM

To: Health and Pension Funds

From: John Sullivan

Subject: JDP Mechanical

Date: December 17, 2015

✓
12/17/15
JCS ✓

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	12-1-16	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.

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

1. **Unusual 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);**
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 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 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 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,
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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.

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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.

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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:

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<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

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<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>
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(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.

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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.

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Trustee

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Trustee

MEMORANDUM

To: Health and Pension Funds
From: John Sullivan
Subject: KSFJ CONTRIBUTIONS
Kamco-Florence J & S
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 effective December 1st of each Contract Year.

12/1/15	12-1-16	12/1/17	12/1/18	12/1/19
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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.

(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

(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:

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

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(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>12/1/17</u>	<u>12/1/18</u>	<u>12/1/19</u>
4.84	5.29	5.74	6.19	6.64

HEALTH FUND:

<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 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 11(b)(viii);
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 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, 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.



Teamsters LOCAL UNION 807

Truck Drivers, Warehousemen, Exposition, Convention and Trade Show Employees
Greater New York Vicinity and Metropolitan Area

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

Phone (718) 726-2525 • Fax (718) 726-7037

E-mail: local807@aol.com

John "Buddy" Sullivan
President

Anthony Storz
Secretary-Treasurer

Lu Herrera
Vice President

Raymond Asquino
Recording Secretary

Angel Curbelo
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

✓
Rec'd 12/23/15
(O.F)

MEMORANDUM

To: Health and Pension Funds
From: John Sullivan
Subject: KSFJ CONTRIBUTIONS
supplement
Date: December 22, 2015

Please see attached for the supplement



NEW & KARFUNKEL PC

Attorneys at Law

David W. New
Benjamin A. Karfunkel*
*Member of NJ & NY Bars

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Sender's Email: dnew@newandnewlaw.com
www.newandkarfunkel.com

Of Counsel:
Herbert New*
Richard D. Brown

December 10, 2015

Buddy Sullivan
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/gms

For the Union

International Brotherhood of
Teamsters, Chauffeurs, Warehousemen
Local 807 and Helpers of America



By: JOHN SULLIVAN, President

For the Company

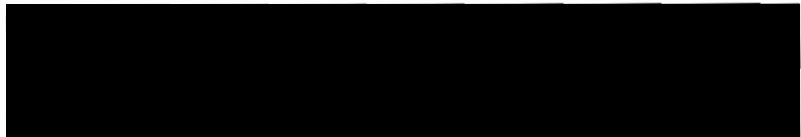
Kamco Supply Corp.

By: ALLEN SWERDLICK, President

Florence Building Materials

By: ROBERT HOLDEN, President

J&S Supply Corp.



By: MICHAEL DIAMOND, President



NEW & KARFUNKEL PC
Attorneys at Law



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Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

Rec'd 9/21/16
[Signature]

MEMORANDUM

To: Local 807 Health and Pension Funds ✓
From: Anthony Storz
Subject: Karo Sheet Metal
Date: September 21, 2016

Karo Sheet Metal has signed a Collective Bargaining Agreement on for the period of October 1, 2016 thru September 30, 2020.

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 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, 2016 Health Fund shall be \$8.44
Effective October 1, 2017 Health Fund shall be \$8.69
Effective October 1, 2018 Health Fund shall be \$8.94
Effective October 1, 2019 Health Fund shall be \$9.19
Effective October 1, 2020 Health Fund shall be \$9.44

2. 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, 2016 Pension Fund shall be \$ 9.915
Effective October 1, 2017 Pension Fund shall be \$10.365
Effective October 1, 2018 Pension Fund shall be \$10.815
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.