

ARTICLE 15. NO 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, and age, religious or political affiliation.

ARTICLE 16. MANAGEMENT RIGHTS

Nothing in this Agreement is intended, nor shall it be construed, as denying or in any manner limiting the right of the Employer to control and supervise all operations and direct all working forces, including the right to select and hire, layoff or transfer employees or to control and regulate the use of all equipment and other property of the Employer, to maintain discipline among employees, and to promote efficiency in the operation provided, however, that the provisions of this Article are not used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCKOUT

The Union agrees that there will be no strikes, work stoppages or slowdowns and the Employer agrees that there will be no lockouts.

ARTICLE 18. BEREAVEMENT LEAVE

In the case of death in an employee's immediate family, i.e., spouse, parents, sister brother, children, grandparents, grandchildren, mother-in-law or father-in-law, the Employer shall grant the employee up to four (4) days off, with pay, for express purposes of attending services for the deceased. An employee shall be guaranteed two (2) days off, with pay at the time of death. Death certificates or other satisfactory proof of death must be submitted to the Employer.

ARTICLE 19. HEALTH and PENSION FUNDS

1. The Employer shall participate in the Local 807 Labor-Management Health and Pension Funds ("Funds"). To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the 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.

3. All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours per day basis, with a maximum of forty (40) hours per week.
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 not exceeding ten (10%) percent of the delinquency and counsel fees and other costs of collection of such delinquencies and to give security in a sufficient amount, as demanded by the Trustees, to secure payment of such delinquencies.
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' 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.
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, of 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. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the Board of Trustees and the decision of a majority of the Board of Trustees with respect to the whole or any part of the Health and Pension Funds shall be binding upon the parties hereto.
11. The Trustees of the Funds may assess liquidated damages for any and all delinquent payments in amounts, which they, in their discretion, deem, justified to offset the added cost of collection.
12. Employer contributions to the Funds, on behalf of non-bargaining unit employees, performing bargaining unit work, during any quarterly reporting period, shall be for a minimum of 520 hours for said quarter.

ARTICLE 20. VACATIONS

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

ONE TO THREE YEARS ----- 2 WEEKS
THREE TO TEN YEARS ----- 3 WEEKS
TEN TO TWENTY YEARS----- 4 WEEKS
TWENTY + YEARS----- -5 WEEKS

2. The pay for the vacations shall be paid in advance of the vacation and shall be based on the straight time rates of the classification of work performed and shall be prorated on such rates if the Employee works at more than one job classification during the qualifying period. Mandatory and other authorized deductions such as federal withholding tax, social security, etc., will be made from all vacation allowances. The vacation year shall start with the date of hire and based on employee's "anniversary year".
3. In determining vacations, all days paid for, including those allowed for vacation, shall be included.

In addition, workdays lost through compensation claims are to be considered days worked, provided the Employee has worked at least ten (10) days in that calendar year.

4. In any case, where any of the holidays covered in this Agreement occur during the vacation period of any Employee, said Employee shall have the choice of an extra day's vacation with pay or an additional day's pay for such holiday.

#3122
KRAFT FOODS
GLOBAL INC.

**PARTICIPATION AGREEMENT
BETWEEN
THE LOCAL 807 LABOR-MANAGEMENT PENSION FUND
AND
MONDELEZ GLOBAL LLC**

This Participation Agreement is executed and effective as of August 20, 2019 by the Board of Trustees of the Local 807 Labor-Management Pension Fund (the "Trustees") on behalf of the Local 807 Labor-Management Pension Fund (the "Fund"), and Mondelez Global LLC, P.O. Box 77, North Aurora, Illinois 60542 (the "Employer").

WHEREAS, the Fund is a multiemployer benefit fund operating pursuant to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), in order to provide retirement benefits to eligible participants and their dependents pursuant to the Fund's governing documents; and

WHEREAS, the Fund's Agreement and Declaration of Trust (the "Trust Agreement") permits the Fund to cover employees of employers pursuant to a written agreement by which the employees receive benefits from the Fund on the same basis as employees under a Collective Bargaining Agreement with Truck Drivers Local 807, I.B.T. ("Local 807"); and

WHEREAS, Local 807 and the Employer's predecessor, Nabisco, Inc., entered into a Memorandum of Agreement dated October 13, 2000 ("Memorandum of Agreement") which provided, in part, that certain displaced employees of the Employer's former Secaucus, New Jersey facility who were members of Local 807 working under a Local 807-Nabisco contract, would be given an opportunity to: (1) transfer to the Employer's Edison, New Jersey facility; (2) that by moving to the Edison, New Jersey facility, the displaced employees would become members of the bargaining unit represented there by Local 560 of the I.B.T., and be subject to the Local 560 collective bargaining agreement; and (3) that the displayed employees transferring to Edison, New

Jersey would continue to be covered by and participants of the Fund and would not be participants in the Pension Plan sponsored by Local 560; and

WHEREAS, there are currently three employees remaining at the Edison, New Jersey facility who had transferred from the Secaucus, New Jersey facility in 2000 who continue to be participants of the Fund, to wit: Eric Roman, Jose Roman and Alfonso Sarida (collectively the "Employees"); and

WHEREAS, the current Local 560 Contract with the Employer effective April 1, 2016 expires on March 31, 2019; and

WHEREAS, the Employer has been contributing to the Fund since the date of the Memorandum of Agreement dated October 13, 2000, but has not been paying the contribution rate required under the Fund's Rehabilitation Plan as required by ERISA for the three displaced Employees resulting in a discrepancy of contribution monies revealed by the Fund's periodic payroll audits; and

WHEREAS, the parties wish to memorialize the contribution obligation of the Employer pursuant to the Memorandum of Agreement dated October 13, 2000, providing, in part, the contribution rates applicable in each year of its ensuing collective bargaining agreements with I.B.T. Local 560 thus avoiding payroll audit discrepancies in the future;

NOW, THEREFORE, the Trustees and the Employer enter into this Participation Agreement under the following terms:

1. The Employer confirms that it has adopted the Fund's Rehabilitation Plan and shall be obligated to pay the contribution rate increases required therein (as amended) on each anniversary date of its collective bargaining agreement with Local 560. The initial contribution rate effective April 1, 2019, shall be \$11.265. The Rehabilitation Plan currently provides for annual

increases of \$.39 per hour. The Employer shall remit such contributions to the Fund, on behalf of the Employees, so long as they continue to work at the Employer's Edison, New Jersey facility (or successor facility), in accordance with this Participation Agreement.

2. Any determination made by the Trustees that affects the contribution rates for the employers that participate in the Fund pursuant to a Collective Bargaining Agreements with Local 807 shall apply equally to the Employer. The Trustees shall provide reasonable notice of any change in the Employer's contribution rate prior to the effective date.

3. The Employer's payments to the Fund shall be accompanied by the Fund's remittance reports and/or any other information deemed necessary or required for the administration of the Fund.

4. Contributions shall be made to the "Local 807 Labor-Management Pension Fund". Contributions and remittance reports are due on or before the 20th day of the month following the month for which coverage is provided. Upon the failure of the Employer to make payment of any contribution when due or to provide records as required by the Trust Agreement (or any other governing document of the Fund), the Trustees shall be entitled, at their sole option, to take any action permitted by this Participation Agreement, by the Trust Agreement, or by law to collect such contributions, together with interest, liquidated damages, attorneys' fees, audit fees (if any), disbursements and costs. The Fund shall also be entitled to take such action to enforce any of the provisions of the Trust Agreement, this Participation Agreement, or any other action permitted by law or equity.

5. The Fund agrees to provide retirement benefits pursuant to its plan of benefits to the Employees and their dependents eligible for benefits under this Participation Agreement.

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

7. The Employer acknowledges that the Trustees may terminate the Employer's participation in the Fund in their sole discretion with sixty (60) days' notice to the Employer.

8. Any claim that the Employer has failed to make proper payment, has failed to permit an audit of its records, or to file proper reports with the Fund may be submitted to final and binding arbitration before an arbitrator(s) designated by the Trustees for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with interest, liquidated damages, audit fees, auditors' fees, attorneys' fees and costs. Said arbitrator shall not have the power or authority to modify the provisions of the Trust Agreement or this Participation Agreement. In lieu of arbitration, the Fund, at its sole and complete discretion, may instead choose to commence an action in federal court to recover delinquent contributions due and owing, as well as interest, liquidated damages, audit fees, auditor's fees, attorney's fees and costs in addition to compelling performance under this Participation Agreement and the Fund's Trust Agreement.

9. The Employer hereby accepts, ratifies and adopts the Trust Agreement, as amended, and any future amendments to the Trust Agreement. The Employer agrees to be bound by all terms and conditions of the Trust Agreement, the Fund's plan of benefits, the decisions of the Trustees, the rules and regulations adopted by the Trustees, and all of the actions of the Trustees in administering the Fund. The Employer hereby accepts as Trustees the present Trustees appointed under the Trust Agreement and all succeeding Trustees that are appointed in accordance with the terms of the Trust Agreement.

10. The Employer shall maintain such records, reports, and information on the Employees as may be necessary for the proper administration of the Fund as are now or may hereinafter be required.

11. The Employer authorizes the Fund to perform, as the Trustees deem necessary, audits of the payroll and employee wage records of the Employees maintained by the Employer, as well as other documents that the Fund's auditor finds necessary to determine whether and to what extent the Employer has made the contributions specified herein for any relevant period, and the Employer agrees to comply with the provisions of the Trust Agreement relating to such audits and audit procedures adopted by the Trustees. The Employer agrees to cooperate in the performance of such audits and shall pay amounts determined to be due as a result of any such audit promptly along with the cost of the audit. If the Fund is forced to take legal action to collect amounts owed and/or compel a complete audit, the Employer shall also be liable for attorneys' fees, interest, costs and liquidated damages incurred by the Fund.

12. The Fund agrees to distribute and make available to the Employees upon request copies of the Fund's Summary Plan Description, and any other documents that are required by law to be distributed to participants.

13. The Employer acknowledges that the Trustees have full discretion and authority to: determine eligibility for benefits; adopt rules governing the participation in the Fund, and to amend and interpret all such rules. Such rules and documents may be amended by the Trustees without the consent of the Employer.

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

15. This Participation Agreement sets forth the entire agreement of the parties hereto, is intended to be a complete and exclusive statement of the terms hereof, and may not be modified or amended except by a writing signed by all of the parties to this Agreement. This Participation Agreement supersedes and replaces any prior agreements entered into by the parties.

16. The Employer agrees to include in any collective bargaining agreement with Local 560 covering the Edison, New Jersey facility (or successor facility) as long as the Employees are employed at such facility, reference to this Participation Agreement (or any amendment or successor agreement) and the Employer's obligation to contribute to the Fund pursuant to this Participation Agreement (or any amendment or successor agreement). By countersigning this Agreement Local 560 agrees to include such provisions in its collective bargaining agreements with the Employer covering the Edison, New Jersey facility.

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

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

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

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

IN WITNESS WHEREOF, this Participation Agreement is executed and effective as of the day and year first written above.

TRUSTEES OF THE LOCAL 807

MONDELEZ GLOBAL LLC

By: [Redacted]
Union Trustee

By: *Samuel Whitt*
07/19/2019
TEAMSTERS LOCAL 560 (only for the
purpose of being bound to paragraph 16)

By: _____



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

Rec'd 3/27/17
O.F.

MEMORANDUM

To: Local 807 Health and Pension Funds
From: Anthony Storz
Subject: Mondelez Global LLC
Date: March 23, 2017

Mondelez Global LLC has signed a Collective Bargaining Agreement on for the period of April 1, 2016 through March 31, 2021.

ARTICLE 17 - HEALTH and PENSION FUND

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

A. Health Fund Contributions:

Effective April 1, 2016	\$8.44 per hour
Effective April 1, 2017	\$8.69 per hour
Effective April 1, 2018	\$8.94 per hour
Effective April 1, 2019	\$9.19 per hour
Effective April 1, 2020	\$9.44 per hour

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

Effective April 1, 2016	\$9.915 per hour
Effective April 1, 2017	\$10.365 per hour
Effective April 1, 2018	\$10.815 per hour
Effective April 1, 2019	\$11.265 per hour
Effective April 1, 2020	\$11.715 per hour

The Employer adopts the terms and conditions of the Pensions Fund Rehabilitation Plan along with future amendments and agrees to remit the annual contribution increases required by the Rehabilitation Plan as amended as set forth in the above contribution schedule

Contributions to the Health and Pension Funds shall be made for all hours paid, with a maximum of eight (8) hours or ten (10) hours per day, depending upon the employee's work schedule, and forty (40) hours per week. The Company will make a forty (40) hour health & welfare and pension contribution on behalf of a driver who has worked in excess of fifty-two (52) hours in any payroll week, regardless of the number of days worked in that week

is proven to have been under the influence of drugs or alcohol in violation of the Company's Substance Abuse Policy.

ARTICLE 17 - HEALTH and PENSION FUND

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

A. Health Fund Contributions:

Effective April 1, 2016	\$8.44 per hour
Effective April 1, 2017	\$8.69 per hour
Effective April 1, 2018	\$8.94 per hour
Effective April 1, 2019	\$9.19 per hour
Effective April 1, 2020	\$9.44 per hour

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

Effective April 1, 2016	\$9.915 per hour
Effective April 1, 2017	\$10.365 per hour
Effective April 1, 2018	\$10.815 per hour
Effective April 1, 2019	\$11.265 per hour
Effective April 1, 2020	\$11.715 per hour

The Employer adopts the terms and conditions of the Pensions Fund Rehabilitation Plan along with future amendments and agrees to remit the annual contribution increases required by the Rehabilitation Plan as amended as set forth in the above contribution schedule.

Contributions to the Health and Pension Funds shall be made for all hours paid, with a maximum of eight (8) hours or ten (10) hours per day, depending upon the employee's work schedule, and forty (40) hours per week. The Company will make a forty (40) hour health & welfare and pension contribution on behalf of a driver who has worked in excess of fifty-two (52) hours in any payroll week, regardless of the number of days worked in that week.

The Company will make sufficient contributions to the above Health and Pension Funds to insure that an employee, who was hired on or after April 1, 2016 and not eligible for the guarantee of hours of work or pay as set forth the third paragraph of Article 3 – Management Rights of this Agreement, receives contributions to the Funds for at least two hundred and fifty (250) hours in a calendar quarter.

Section 2. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. 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.

Section 3. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds' 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.

Section 4. The Employer must use the remittance forms required by the Trustees of each Fund and comply with said instructions of the Trustees in filling out such forms. 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.

Section 5. With not less than two (2) weeks advance written notice, an authorized representative of the Union or the Local 807 Labor-Management Health and Pension Fund ("Funds") may inspect the Employer's pay records, time cards and/or Health and Pension Funds records.

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

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

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

ARTICLE 18 - 401K

On the first of the month following the completion of one (1) year of service, eligible employees will participate in a 401K Plan under the terms and conditions of said Plan. Employees may contribute a maximum of sixteen percent (16%) of eligible earnings and the Company will provide a twenty-five percent (25%) match of employee contributions, up to the first six percent (6%) of eligible contributions.

ARTICLE 19 - LEAVE OF ABSENCE

Section 1. Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be ninety (90) calendar days and may be extended for like periods. Written permission for an extension must be secured from both the Union and the Employer. During the period of absence, the Employee shall not engage in gainful employment; an employee who fails to comply with this provision will lose their seniority rights and will be terminated. The Company is not required to remit Health Fund and/or Pension Fund contributions on behalf of an employee on a leave of absence.

Section 2. The Employer agrees to grant up to ten (10) calendar days of Union Business Leave, without discrimination or loss of seniority rights and without pay, for an employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided at least ten



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

To: Local 807 Health and Pension Funds
From: John Sullivan
Subject: Long Island Tinsmith -Warehouse/ Driver
Date: January 25, 2017

1/27/17
OK
tc

Long Island Tinsmith -Warehouse/ Driver has signed a Collective Bargaining Agreement on for the period December 2, 2016 thru December 1, 2021.

SECTION 31 HEALTH FUND CONTRIBUTION

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

The Employer is currently contributing the amount of \$8.19 per hour into the Health Fund for all covered employees.

The Employer shall make the following contributions to the Health Fund during the term of this Agreement.

	12/1/16	12/1/17	12/1/18	12/1/19	12/1/20
Health Fund Hourly Contribution Rate	\$8.44	\$8.69	\$8.94	\$9.19	\$9.44

SECTION 32 PENSION FUND CONTRIBUTION RATES

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

The Employer shall continue to pay Pension Fund contributions in accordance with the Pension Fund's Rehabilitation Plan, and hereby adopts the terms and conditions of the Pension Fund's Rehabilitation Plan. The current contribution rate to the Pension Fund is \$7.19 per hour. Commencing December 1, 2016, the hourly Pension contribution rate shall be raised to \$7.64 increasing \$.45 per hour every December 2nd thereafter.

SECTION 33 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 31 and 32, shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

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

(1) Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);

www.ibt807.com

(2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week;

(3) Jury duty pay.

SECTION 34 HEALTH AND PENSION-MISCELLANEOUS RULES

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

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

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

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

Health Fund Hourly

Contribution Rate	\$8.44	\$8.69	\$8.94	\$9.19	\$9.44
-------------------	--------	--------	--------	--------	--------

SECTION 32 PENSION FUND CONTRIBUTION RATES

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

The Employer shall continue to pay Pension Fund contributions in accordance with the Pension Fund's Rehabilitation Plan, and hereby adopts the terms and conditions of the Pension Fund's Rehabilitation Plan. The current contribution rate to the Pension Fund is \$7.19 per hour. Commencing December 1, 2016, the hourly Pension contribution rate shall be raised to \$7.64 increasing \$.45 per hour every December 2nd thereafter.

SECTION 33 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 31 and 32, shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

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

(1) Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);

(2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week;

(3) Jury duty pay.

SECTION 34 HEALTH AND PENSION-MISCELLANEOUS RULES

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

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

(c) In the event any Employer defaults in the payment of Health or Pension Fund contributions or penalties and notice of such default is forwarded to said Employer via ordinary mail by the Administrator of the Funds and, if said default is not paid within

ten (10) working days after said notice of default was mailed, then the provisions for arbitration under this agreement shall be deemed cancelled, withdrawn and waived by said Employer and the Union shall thereupon order and enforce a strike against said Employer in default which shall not be considered a breach of the agreement.

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

SECTION 35 NON DISCRIMINATION

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

SECTION 36 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, 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 37 SEVERABILITY

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

SECTION 38 CDL LICENSES

Any employee hired after December 4, 1995 may be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.

PARTICIPATION
AGREEMENT

This Agreement is executed as of the 4th day of November 2003, by and between the Board of Trustees of the Local 807 Labor-Management Pension Fund (the "Fund") and the Board of Trustees of the Local 807 Labor-Management Health Fund (the "Employer").

WHEREAS, the Fund, in accordance with its plan of benefits (the "Plan"), provides pension benefits to its participants; and

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

WHEREAS, in order to obtain the benefit of the Plan for its employees, the Employer must enter into a written agreement with the Board of Trustees of the Fund (the "Trustees") stating that the Plan's benefits extend to the employer's employees; and

WHEREAS, the Fund's Trust Agreement allows employees of the Employer to participate in the Fund and receive benefits there under; and

WHEREAS, the parties hereto wish to memorialize in writing the specific obligations of the Employer with regard to its employees.

NOW, THEREFORE, it is understood and agreed as follows:

1. This acknowledges that all employees of the Employer have been and shall remain participants of the Fund as of their date of hire with the Employer. Further, new hires shall become participants of the Fund as of their date of hire with the Employer. Participants have been and shall be entitled to receive benefits from the Plan pursuant to the terms and conditions of the Plan.

2. The Employer acknowledges that it has been contributing to and agrees to continue to contribute to the Fund at the same rate as that in effect for the National Master Freight Agreement/New Jersey-New York Area Supplement for each employee identified in paragraph one. Payments shall be accompanied by the Fund's remittance reports and/or any information deemed necessary or required by the Trustees of the Fund. Contributions shall be made to the Fund on the basis of all hours paid up to a maximum of eight (8) hours per day and forty (40) hours per week and shall be made in accordance with the Fund's Trust Agreement, as amended. Such contributions shall be payable from the first day of employment.

3. Contributions for the preceding month are due and payable on or before the 20th day of each month. Upon the failure of the Employer to make payment of any contribution when due, or to provide records as required herein, the Trustees shall be entitled, at their sole option, to take any action permitted by this Agreement, by the Trust Agreement establishing the Fund and/or by law to collect such contributions, together with interest and liquidated damages as established by the Trustees, attorneys' fees, court costs, costs of arbitration and audit costs.

4. Any claim that the Employer has failed to make proper payment

or to file proper reports with the Fund may be submitted to arbitration before an arbitrator or arbitrators specified by the Trustees for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with the costs of the arbitration, legal fees, audit expenses, interest and liquidated damages as established by the Trustees.

5. The Employer hereby accepts, ratifies, and adopts the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund as if it were set forth herein in full.

6. The Employer shall maintain such records, reports and information on its employees, as may be necessary for the proper administration of the Fund and in accordance with the Fund's Trust Agreement, as amended.

7. The Employer shall make available any and all pertinent records of its employees that the Fund may require in connection with the sound and efficient operation of the Fund. The Fund shall have the right to have the Employer's records audited by an accountant of the Fund's own choosing.

8. It is understood that the Fund's Trustees shall have complete authority and discretion to determine eligibility for benefits for its employees.

9. The Fund agrees to distribute and make available copies of its summary plan descriptions, summary annual reports, benefit statements and any other documents that are required to be distributed to participants of the Plan.

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

11. This Agreement may be amended, and the parties hereto shall take all such further required action, as may be necessary or desirable in order that this Agreement shall comply with all applicable law (including, without limitation, ERISA and the Code).

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

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

hereto.

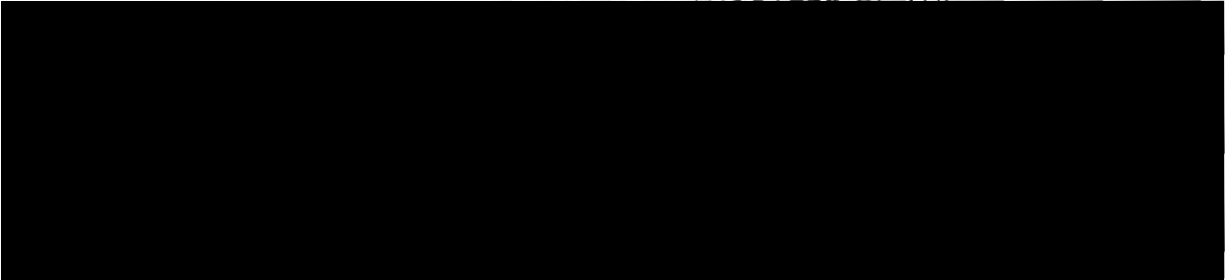
14. This Agreement shall inure to the benefit of the parties hereto, and their successors and assigns.

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


16. This Agreement shall continue in effect until modified or terminated in writing by the parties hereto. Nothing in this Agreement shall be deemed as an admission that prior contributions were made without authority or in violation of any law or regulation.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first written above.

THE BOARD OF TRUSTEES OF THE



THE BOARD OF TRUSTEES OF THE





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 10/4/17

QF

To: Health and Pension Funds

From: Tony Storz-Sec. Treas.

Subject: Massimo Zanetti Beverage USA Foodservice

Date: October 4, 2017

The above company has signed a CBA effective from October 1, 2017 through September 27, 2020.

HEALTH AND PENSION

1. The Company shall participate in the Local 807 Labor— Management Health and Pension Funds (Funds). To provide the benefits prescribed by the Trustees of the Funds, the Company shall contribute to the Funds at the rates set forth herein. Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Health Fund ("Health Fund") in accordance to the following schedule:

<u>10/1/2017</u>	<u>10/1/2018</u>	<u>10/1/2019</u>
\$8.69	\$8.94	\$9.19

The Company shall pay to the as follows: Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") in accordance to the following schedule:

<u>10/1/2017</u>	<u>10/1/2018</u>	<u>10/1/2019</u>
\$10.365	\$10.815	\$11.265

Per hour for all compensable hours including, but not limited to, hours of actual work, paid sick leave, paid vacation, paid jury duty, paid holidays and paid bereavement, of eight (8) hours per day up to a maximum of forty (40) hours per week per bargaining unit employee.

All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours per day basis.

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

ARTICLE 19
BEREAVEMENT LEAVE

In the event of a death in an Employee's immediate family, i.e., current spouse, parents, sister, brother, children, current mother-in-law or current father-in-law, immediate grandparents, and immediate grandchildren, the Company shall grant the Employee up to three (3) days off, with pay for the express purpose of attending services for the deceased. Death certificates or other satisfactory proof of death must be submitted by the Employee to the Company upon request. To be eligible for the aforementioned, the Employee must be on the seniority list for six (6) months.

ARTICLE 20
HEALTH AND PENSION

1. The Company shall participate in the Local 807 Labor-Management Health and Pension Funds (Funds). To provide the benefits prescribed by the Trustees of the Funds, the Company shall contribute to the Funds at the rates set forth herein. Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Health Fund ("Health Fund") in accordance to the following schedule:

<u>10/1/2017</u>	<u>10/1/2018</u>	<u>10/1/2019</u>
\$8.69	\$8.94	\$9.19

per hour for all compensable hours including, but not limited to, hours of actual work, paid sick leave, paid vacation, paid jury duty, paid holidays and paid bereavement, of eight (8)

hours per day up to a maximum of forty (40) hours per week per bargaining unit employee.

The Company shall pay to the as follows: Effective as of the date of this Agreement, the Company will contribute to the Local 807 Labor-Management Pension Fund ("Pension Fund") in accordance to the following schedule:

<u>10/1/2017</u>	<u>10/1/2018</u>	<u>10/1/2019</u>
\$10.365	\$10.815	\$11.265

per hour for all compensable hours including, but not limited to, hours of actual work, paid sick leave, paid vacation, paid jury duty, paid holidays and paid bereavement, of eight (8) hours per day up to a maximum of forty (40) hours per week per bargaining unit employee.

2. All contributions to the Health and Pension Funds shall be made on a maximum of eight (8) hours per day basis.

3. In the event of a delinquency in payment, the Company agrees to abide by all rules and regulations established by the Trustees of such Funds, including but not limited to those requiring the payment of interest and reasonable counsel fees and other costs of collection of such delinquencies and to give security in a sufficient amount, as demanded by the Trustees, to secure payment of such delinquencies.

4. The Company hereby agrees to permit an authorized representative of the funds to inspect its payroll records for the purpose of checking the accuracy of the contributions

required to be made by the Company to the Funds. If the Company fails to make the contributions provided for herein within the time required by the Funds' trust agreements and the rules and regulations of each of the Funds, then the Trustees may cancel out the benefit coverage for such bargaining unit Employees on whose account the Company has failed to contribute.

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

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

7. Remittance reports and contributions shall be forwarded to the Funds at periodic intervals set by the Trustees.

8. The Trustees shall have the right to accept the Union as a Company and to cover the Union's Employees for both health and pension benefits.

9. The Trustees shall establish rules, which shall include, among other things, the requirements for eligibility and distribution of the assets. The Trustees shall also set forth the rules and procedures governing the administration of the Funds. If the Trustees fail to agree on said rules and/or procedures, a neutral Trustee shall be added to the 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 the reasonable exercise of their discretion, deem justified to offset the added cost of collection.

11. Company contributions to the Funds on behalf of non-bargaining unit Employees performing bargaining unit work during any quarterly reporting period, shall be for a minimum of 520 hours for said quarter.

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



Teamsters LOCAL UNION 807

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

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: Maxum Expo- 127 N Black Horse Mt. Ephramim, N.J. 08059- Contribution letter

Date: March 10, 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

www.TeamstersLocal807.com.org.net

CK392

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.

(B) PENSION

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.

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 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.

Collective Bargaining Agreement

between

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



And

Mc Donald Metal & Roofing Supply Corporation
One Avenue M
Brooklyn, New York 11230

December 1, 2015 thru November
30, 2020

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

(a) During the term of this Agreement the Employer shall contribute to both the Local 07 Labor-Management Health Fund ("Health Fund") and the Local 807 Labor-Management Pension Fund ("Pension Fund") on behalf of its covered employees

HEALTH FUND CONTRIBUTION RATES

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

With regard to the Health Contribution Rate provisions only, the Employer reserves the right to reopen the contract and renegotiate said provisions should the Employer be able to obtain identical health insurance with lower premiums.

PENSION FUND CONTRIBUTION RATES

12/1/15	12/1/16	12/1/17	12/1/18	12/1/19
\$7.19	\$7.64	\$8.09	\$8.54	\$8.99

As of December 2, 2011, 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.

(b) During the pendency of an employee's trial period, the Company shall not be required to make contributions to both the Local 807 Labor-Management Health Fund ("Health Fund") and the Local 807 Labor-Management Pension Fund ("Pension Fund") on behalf of its covered employees. If and when an employee completes his trial period, the Company will make all required contributions on behalf of as said employee retroactive to his date of hire.

SECTION 32 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 32 and 33, including additional contributions shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

(b) No contribution shall be due for any of the following:(1) Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);

(2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week;

- (3) Jury duty pay.

SECTION 33 HEALTH AND PENSION-MISCELLANEOUS RULES

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

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

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

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

SECTION 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 4, 1995 may be required, as a condition of employment, to obtain a Commercial Drivers License within 120 days of employment.

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.

SECTION 38 MODIFICATIONS

Neither the Employer nor any worker or group of workers shall have the right to modify or waive any provision of this agreement without the knowledge and written consent of a business agent. Any such agreement without the consent shall be null and void.

**Collective Bargaining Agreement
between**

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



And

**MCKINNEY WELDING COMPANY
1145 BRONX RIVER AVE.
BRONX, NEW YORK 10472**

April 1, 2018 thru March 31, 2023

9. In the event of the failure of either party to be present at the time and place designated for the arbitration, the arbitrator shall have the right to listen to the party appearing at the time and place of arbitration and shall have the power to render a decision based on the testimony before him, The decision of the arbitrator shall be final and binding upon both parties hereto and may be entered as a final decree of judgment.

ARTICLE 14. ENFORCEMENT OF AGREEMENT

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

ARTICLE 15. NONDISCRIMINATION

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

ARTICLE 16. MANAGEMENT RIGHTS

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

ARTICLE 17. STRIKE AND LOCK-OUT

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

ARTICLE 18. BEREAVEMENT LEAVE

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

ARTICLE 19. HEALTH. PENSION

1. The Employer shall participate in the Local 807 Labor-Management Health, Pension Fund ("Funds"). To provide the benefits prescribed by the 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.

The contributions made pursuant to the combined contribution rates shall be distributed between the Health & Welfare and the Pension Plans in accordance with the direction of the Trustees of the Health & Welfare and the Pension Plans.

2. Contributions to the Health and Pension Funds shall be made on all hours worked, with a maximum of eight- (8) hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds. All contributions shall not exceed 40 hours per week.

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

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

5. The Employer must use the 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:

2 weeks per year
after seven years -----3 weeks
after fifteen years-----4 weeks
after twenty years----- 5 weeks

*For New Hires: After 10 years-----3 weeks

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

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for, including 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.

2008-2014

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

Between

TRUCK DRIVERS LOCAL UNION NO. 807

And

Company Name: MTJ Innovations
Company Address: 341 East 233rd Street
Company Phone No.: 347-202-5212

AGREEMENT entered into between MTJ Innovations 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 2008 through the 30th day of September 2014

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.

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 (\$6.31.5) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

The rate of contribution to the Pension Fund for all other men, effective October 1, 2008 will be four dollars and twenty-five cents (\$4.25) per hour.

Cores: If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the \$4.25 per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/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. X

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 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, 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,



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

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: National Convention Services – Contribution letter

Date: May 20, 2015

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

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$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

CK410

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.

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:

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.

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, 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,

**Collective Bargaining Agreement
between**

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



**And
NICHOLSON & GALLOWAY, INC.
261 GLEN HEAD ROAD
GLEN HEAD, NY 11545**

December 1st , 2019 to December 1st , 2022

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 HEALTH BENEFITS

During the term of this agreement, the Employer shall contribute to the Local 807 Labor-Management Health Fund ("Health Fund") on behalf of its covered employees. The benefits of that program shall be those prescribed by the Trustees of the Fund.

(a) The Employer shall make the contributions set forth below.

SECTION 32 PENSION AND HEALTH FUND CONTRIBUTION RATES

During the term of this Agreement, the Employer shall contribute to the Local 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 that program shall be those prescribed by the Trustees of the Fund.

(a) The Employer is currently contributing the amount of \$9.27 per hour into the Pension Fund for all men. The Employer is also currently making Health Fund contributions in the amount of \$8.94 per hour for all covered employees.

The Employer shall make the following increases in contributions to the two Funds as follows:

A) Health Fund

December 1, 2019	\$0.25
December 1, 2020	\$0.25
December 1, 2021	\$0.25

B) Pension Fund: As per the **Pension Rehabilitation Plan.**

December 1, 2019	\$0.39
December 1, 2020	\$0.39
December 1, 2021	\$0.39

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

SECTION 33 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;
3. Jury duty pay.

SECTION 34 HEALTH AND PENSION-MISCELLANEOUS RULES

(a) The Trustees of the Health and Pension Funds shall establish rules which shall include, among other things, the requirements for eligibility, distribution of Health and/or Pension Fund assets and the rights to beneficiaries 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 35 NON DISCRIMINATION

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

SECTION 36 UNION DISCLAIMER

The Union agrees that it will neither sanction nor support any wildcat strike, 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 37 SEVERABILITY

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

SECTION 38 CDL LICENSES

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

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.

SECTION 39 MODIFICATIONS

Neither the Employer nor any worker or group of workers shall have the right to modify or waive any provision of this agreement without the knowledge and written consent of a business agent. Any such agreement without the consent shall be null and void.

SECTION 40 A FAIR DAY'S WORK IS A FAIR DAY'S PAY

The Union and Employer recognize the principal of a fair day's work for a fair day's pay.



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 Curbela
Trustee

Gladys Nieves
Trustee

Marty Meyers
Trustee

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: Nth Degree Inc. - Contribution letter

2675 Breckinridge Blvd. Suite 200 Deluth, Ga 30096

Date: March 23, 2015

not Paid on Vacation

REC'd 3/23/15
af
✓

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

www.TeamstersLocal807.com.org.net

CK419

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.

(B) PENSION

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.

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 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.

**Collective Bargaining Agreement
between**

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



**And
NEW YORK CONVENTION CENTER
OPERATING CORPORATION
("JAVITS CENTER")**

**655 West 34th Street
New York, NY 10001**

July 18, 2018 to July 17, 2023

ARTICLE XX

Validity

Section 1. If any clause or part of this Agreement is found to be unconstitutional or illegal, or should any clause or part of this Agreement be found contrary to present or future laws, it shall not validate the other portions of this Agreement, it being the sole intent and purpose of this Agreement to promote peace and harmony in the Industry as permitted by law.

Section 2. In accordance with Section 204-a of the Civil Service Law, it is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds thereof, shall not become effective until the appropriate legislative body has given approval.

ARTICLE XXI

Health & Pension and Annuity Funds

The Employer shall participate in the Local 807 Labor-Management Health and Pension Funds (the "Health and Pension Funds") and the Local 807 Annuity Fund (the "Annuity Fund"), and shall be bound by the terms and conditions set forth in the Agreements and Declarations of Trust creating and governing the ~~health~~ Health and Pension Funds (the "Trust Agreements") and the Local 807 Annuity Fund Rules and Regulations (the "Rules and Regulations"), which terms and conditions are incorporated by reference into this Agreement. In addition, to the extent permissible under the law, plan documents and any other governing rule or regulation, Javits shall facilitate the deduction of pretax Javits wages into the Teamsters 401(k) Fund. The parties acknowledged that the permissibility of such contributions is currently unknown.

The amounts reflected in Appendix B include any amounts required under the Local 807 Labor Management Pension Fund Rehabilitation Plan.

All employee covered by this Agreement may participate in the New York State Deferred Compensation Plan (DEFCO) subject to its rules and regulations and without contributions by the Employer.²²

ARTICLE XXII

Obligation to Contribute

The Union shall notify the allocation of the total compensation package specified in Appendix "B" herein, to the Health and Pension Funds and the Annuity Fund for each hour of paid employment for each employee covered by this Agreement. Hours of paid employment shall

include all hours worked. Contributions shall not be paid for vacation days. There shall be no multiplication of contribution rates based on overtime work. Contribution shall be paid directly to the Trustees of the Health Fund, the Pension Fund and the Annuity Fund each month and shall be accompanied by submission of Remittance Reports provided by the Funds, identifying each employee for whom contributions are paid and the number of hours for which each such employee was paid during the month covered by the Report.

ARTICLE XXIII

Union Activity

Any employee who is designated by the Union to work for the Union on a full-time basis shall be granted a leave of absence with no loss of seniority for the duration of his or her full-time Union employment, provided he or she reports back to work to the Employer within ten (10) days after his or her employment with the Union is terminated and does not work for any other employer in the Industry during such period.

ARTICLE XXIV

Shop Stewards

There shall be one (1) Shop Steward per work shift who will be appointed by the Union or its Representatives to attend to the interest of the Union and to make certain that the provisions of the Agreement are adhered to by the Employer and the employees. Shop Stewards shall be permitted reasonable time for the performance of such duty, including but not limited to investigating, presenting and processing grievances under this Agreement, which shall not interfere with his or her duties as a Teamster at the Javits Center.

ARTICLE XXV

Safety

The use of safety equipment and appliances furnished by the Employer is mandatory. No employee shall be required to perform work that poses a risk of physical harm to the employee, as determined by mutual agreement between the Employer and the Union. The Employer and the Union agree in all respects to comply with the requirements of the Occupational Safety and Health Act and all regulations issued pursuant thereto.

ARTICLE XXVI

Payment of Wages

Section 1. Employees or agents of employees shall not accept from anyone or give to anyone, directly or indirectly, any gratuities or anything else for any reason either in the Javits Center or in relation to the employee's employment and/or work at the Javits Center.

Freight Handlers - July 18, 2018 to July 17, 2023

pg. 17 of 25

Appendix B Wage Rates & Benefit Contributions

	Foreman	HiLo Operator / Assistant	Freight Checker / Helper	Switcher
Year 1 - 07/18/18 to 07/17/19				
Total Package	\$76.82	\$71.50	\$65.95	\$70.69
Wages	45.21	39.89	34.34	39.08
Annuity	7.91	7.91	7.91	7.91
Vacation	4.91	4.91	4.91	4.91
Pension	10.10	10.10	10.10	10.10
Health	8.69	8.69	8.69	8.69
Year 2 - 07/18/19 to 07/17/20				
Total Package	\$78.55	\$73.11	\$67.43	\$72.28
Wages	45.65	40.21	34.53	39.38
Annuity	8.23	8.23	8.23	8.23
Vacation	5.24	5.24	5.24	5.24
Pension	10.49	10.49	10.49	10.49
Health	8.94	8.94	8.94	8.94
Year 3 - 07/18/20 to 07/17/21				
Total Package	\$80.32	\$74.75	\$68.95	\$73.91
Wages	46.12	40.55	34.75	39.71
Annuity	8.56	8.56	8.56	8.56
Vacation	5.57	5.57	5.57	5.57
Pension	10.88	10.88	10.88	10.88
Health	9.19	9.19	9.19	9.19
Year 4 - 07/18/21 to 07/17/22				
Total Package	\$82.33	\$76.62	\$70.67	\$75.76
Wages	46.66	40.95	35.00	40.09
Annuity	8.98	8.98	8.98	8.98
Vacation	5.98	5.98	5.98	5.98
Pension	11.27	11.27	11.27	11.27
Health	9.44	9.44	9.44	9.44
Year 5 - 07/18/22 to 07/17/23				
Total Package	\$84.39	\$78.54	\$72.44	\$77.65
Wages	\$47.22	41.37	35.27	40.48
Annuity	9.41	9.41	9.41	9.41
Vacation	6.41	6.41	6.41	6.41
Pension	11.66	11.66	11.66	11.66
Health	9.69	9.69	9.69	9.69

Both the HiLo Operator and the Assistant HiLo Operator must be qualified to operate a HiLo, otherwise the employee will be paid at the Freight Checker/Helper rate.
The Switcher rate shall apply only in the event that persons working at that job classification are employed by Employer. Nothing herein, however, requires the Employer to employ persons in such classification.

PARTICIPATION AGREEMENT

This Agreement is by and between the Board of Trustees of the Local 807 Labor-Management Pension Fund (the "Fund") and the New York City Trucking Authority ("NYCTA")

WHEREAS, the Fund, in accordance with its plan of benefits (the "Plan"), provides pension benefits to its participants; and

WHEREAS, the NYCTA, in accordance with its Agreement and Declaration of Trust, provides the cost of retaining arbitrators for proceedings of disputes and grievances which customarily arise under the terms of collective bargaining agreements between a signator to a Collective Bargaining Agreement with the Truck Drivers Local Union No. 807 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America ("Union") and the Union, and to afford prompt resolution of such disputes and grievances within its Jurisdiction;

WHEREAS, NYCTA may secure the benefits of the Plan for its employees by making contributions to the Fund on the latter's behalf in accordance with the provisions of the Plan and by accepting and ratifying the Plan and the Trust Agreement; and

WHEREAS, in order to secure the benefit of the Plan for its employees, NYCTA must enter into a written agreement with the Board of Trustees of the Fund (the "Trustees") stating that the Plan benefits extend to NYCTA's employees; and

WHEREAS, the Fund's Trust Agreement defines NYCTA as an employer for the purpose of making contributions in to the Fund; and

WHEREAS, the parties acknowledge that NYCTA has been making contributions to the Fund for a number of years and wish to memorialise in writing

the specific obligations of NYCTA with regard to NYCTA's contributions to the Fund.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. All employees of NYCTA shall become participants of the Fund as of their date of hire with NYCTA, and shall be entitled to receive benefits from the Plan subject and pursuant to the terms and conditions of the Plan.
2. NYCTA acknowledges that this has been contributing to, and agrees to continue to contribute to, the Fund on behalf of its employees at the rates required by the International Brotherhood of Teamsters' National Master Freight Agreement and New York-New Jersey Supplement, Local 808 Schedule, and according to all rates allocations made by the Trustees of the Funds for all employees identified in paragraph 1 above. Payments shall be accompanied by the Fund's remittance reports and/or such reports and information as required now or in the future by the Trustees, the Fund, its Plan or the Trust Agreement. Such contributions shall be made to the Fund for all hours paid subject to the following: for business agents "hours paid" shall not exceed forty (40) hours per week and for office staff "hours paid" shall not exceed thirty-five (35) hours per week. Contributions shall be payable from the first day of employment and shall be paid in accordance with the Fund's Trust Agreement.
3. NYCTA hereby accepts, ratifies and adopts the Agreement and Declaration of Trust, as amended from time to time, establishing the Fund as if it were set forth herein in full.
4. NYCTA shall make available to the Fund any and all pertinent records of the covered employees that the Fund may require in connection with the

sound and efficient operation of the Fund. The Fund shall have the right to have NYCTA's records audited by an accountant of the Fund's own choosing. The cost of such audit will be paid according to the Trust Agreement and the Fund's policies.

5. Contributions for the preceding month are due and payable on or before the 20th day of each month. Upon the failure of NYCTA to make payment of any contribution when due, or to provide records as required herein, the Trustees shall be entitled, as their sole option, to take any action permitted by this Agreement, by the Trust Agreement establishing the Fund and/or by law to collect such contributions, together with interest and liquidated damages as established by the Trustees, attorneys' fees, court costs or arbitration and costs of an audit.
6. Any claim that NYCTA has failed to make proper payment or to file proper reports with the Fund may be submitted to arbitration before an arbitrator or arbitrators specified by the Trustees for the arbitrator's determination and award. The award of the arbitrator shall be final and binding and subject to enforcement in any court of competent jurisdiction. The award of the arbitrator shall direct payment of contributions to the Fund, together with the costs of the arbitration, legal fees, audit expenses and interest and liquidated damages as established by the Trustees.
7. It is understood and agreed by the parties hereto that the Trustees shall have complete authority and discretion to determine eligibility for benefits for employees of NYCTA.
8. NYCTA shall not have any right, title or interest to any of the assets of the Plan.

9. NYCTA agrees to facilitate the distribution to its employees of summary plan descriptions, summary annual reports, benefit statements and any other documents that are required to be distributed to participants of the Plan.
10. Notwithstanding anything in this Agreement (or any amendment hereof) to the contrary, no provision of this Agreement shall be construed so as to violate, or deviate from, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Internal Revenue Code (the "Code") or any other applicable law. In the event that any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall have no effect upon, or shall not impair the enforceability of, any other provision of this Agreement. In addition, nothing contained herein shall be deemed as a waiver of any rights or authority granted by the Trust Agreement of the Fund, as amended, or any resolution of the Trustees.
11. The parties hereto agree that this Agreement may be amended, in writing, and signed by both parties, and that they shall take all such further required action, as may be necessary or desirable in order that this Agreement shall comply with all applicable law (including, without limitation, ERISA and the Code).
12. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York (without giving effect to the principles thereof relating to the conflict of laws), except to the extent otherwise governed by federal law.

13. This Agreement sets forth the entire agreement of the parties hereto, is intended to be a complete and exclusive statement of the terms hereof, and may not be modified or amended except by a writing signed by all of the parties hereto. This Agreement supersedes and replaces any prior agreements entered into by the parties.
14. This Agreement shall inure to the benefit of the parties hereto, and their successors and assigns.
15. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed to be, and have the force of, an original, but all of which shall be considered the same instrument.
16. This Agreement shall continue in effect until modified or terminated in writing by the Trustees of the Fund and NYCTA. Nothing in this Agreement shall be deemed as an admission that prior contributions were made without authority or in violation of any law or regulation.

January , 2007

ON BEHALF OF THE BOARD OF TRUSTEES OF THE LOCAL 807

AGEMENT PENSION FUND

en

By: _____

ORK CITY TRUCKING AUTHORITY

AGREEMENT

BETWEEN

The New York Racing Association, Inc.

AND

**Local 807, International Brotherhood of
Teamsters**

(Backstretch Security Bargaining Unit)

January 1, 2014 through December 31, 2018

Regulations for the conduct of its business as it may deem necessary and advisable. All employees shall be obligated to comply with the Regulations. Such Regulations shall be subject to the provisions of this Agreement.

- B. The Union recognizes that NYRA has the right for cause to test an employee for substance abuse. NYRA will meet with the Union to review any positive test and the employment status of the employee.

ARTICLE 20 **PENSION PLAN**

NYRA agrees to contribute to the Pension Plan for each full-time and active employee who works at least 18 days in a month. Monthly payments as listed below are based on a 35-hour maximum work week up to a maximum of 140 hours a month. Paid days for vacation and sickness shall count as days worked. Paid disability and worker's compensation shall also count as days worked. The Employer agrees to participate in the Pension Plan's Rehabilitation Plan and agrees to continue to contribute to the Pension Plan at the rate of \$185 per month per employee plus the appropriate increases pursuant to the terms of the Rehabilitation Plan in effect as June 1, 2012.

ARTICLE 21 **SENIORITY LIST**

Upon thirty (30) days notice, NYRA shall provide the Union with a seniority list of all employees covered by this Agreement based upon NYRA payroll records.

ARTICLE 22 **JURY DUTY**

NYRA will pay employees at their regular rate of pay up to a maximum of ten (10) days while on jury duty. It is understood the jury fees will be reimbursed to the employer.



Teamsters LOCAL UNION 807

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 3/24/11
CAF

MEMORANDUM

DATE: MARCH 21, 2011

**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 10-01-08 THRU 9-30-14:

**On Location Inc.
520 Fellowship Road-Suite 8204
Mt. Laurel, N.J. 08054
Phone: 856-231-4150**

CONTRIBUTIONS WILL BE MADE AS FOLLOWS:

1-PROFIT SHARING/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 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 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: SEVENTY (.70C) CENTS EFFECTIVE OCTOBER 1, 2009, SEVENTY (.70C) CENTS EFFECTIVE OCTOBER 1, 2010 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1, 2011 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1, 2012 AND SEVENTY (.70C) CENTS PER HOUR EFFECTIVE OCTOBER 1, 2013.

event from each day's total Teamster call.

SECTION 10. HEALTH AND PENSION

(A) HEALTH

The Employer shall participate in the Local 807 Labor-Management Health Fund. Contributions by the Employer shall, effective October 1, 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 (\$6.31.5) per hour. Any increase in this rate of contribution shall be in accordance with paragraph (C) of this Section.

The rate of contribution to the Pension Fund for all other men, effective October 1, 2008 will be four dollars and twenty-five cents (\$4.25) per hour.

Cores: If an employee permanently leaves the Higher Rate per hour core for whatever the reason the senior most employee within the \$4.25 per hour core shall immediately move up into the higher rate per hour core and have that amount thereafter contributed on his/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 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, 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,

Collective Bargaining Agreement

Between

P.C.I. Inc./Graybar Electric

And

Teamsters Local 807



April 1, 2018 thru March 31, 2024

operation. The provisions of this Article, however, are not to be used by the Employer for the purpose of discriminating against the Union or any of its members.

ARTICLE 17. STRIKE AND LOCK-OUT

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

ARTICLE 18. BEREAVEMENT LEAVE

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

Article 19. HEALTH PENSION

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

2. The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments.

The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this agreement.

3. PCI and Graybar Electric will not be liable for any pension surcharge during the length of this contract.

The Company shall agree to the pension rehab plan as follows:

2018	2019	2020	2021	2022	2023
\$10.81.5	11.26.5	\$11.71.5	\$12.16.5	\$12.61.5	\$13.06.5

Health Fund increases:

2018	2019	2020	2021	2022	2023
\$8.94	\$9.19	\$9.44	\$9.69	\$9.94	\$10.19

The contributions made pursuant to the combined contribution rates shall be distributed between the Health & Welfare and the Pension Plans in accordance with the direction of the Trustees of the Health & Welfare and the Pension plans.

2. Contributions to the Health & Welfare, and Pension Funds, shall be made on all hours paid, with a maximum of eight- (8) hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds. All contributions shall not exceed 40 hours per week

3. In the event of a delinquency in payment, the Employer agrees to abide by all rules and regulations established by the Trustees of such Funds. In the event of disputes or questions of interpretation concerning the requirements to make contributions or portions thereof, the Employer shall not be deemed delinquent while the matter is being considered pursuant to the grievance and arbitration procedure. If a delinquency in the payment is found to exist, the Employer shall pay the amount due, including interest, retroactive to the date of the delinquency. Notwithstanding the foregoing, the Union and Employer agree that the Employer shall not directly be obligated to make pension contributions to the funds and that such pension contribution obligations to the Funds shall be exclusive to Graybar Electric and Graybar Electric is the Contributing Employer under ERISA. The Employer agrees to remit to the funds, on behalf of Union employees, those amounts required by Graybar Electric to contribute to the pension portion of the Funds but shall not be liable for any pension withdrawal liability. Any pension withdrawal liability shall be the sole and exclusive obligation of Graybar Electric.

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

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

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

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

One year - 2 weeks
Three years - 3 weeks
Fifteen years - 4 weeks
Twenty years - 5 weeks
Thirty years- 6 weeks

Employees who do not work a full week (Shape) shall follow the following schedule. Employees employed less than three years shall not exceed 2 weeks.

30 days 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
155 days 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 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 day's worked for the following contract year not to exceed five days.

3. The allowed vacation shall be given an employee provided that the employee worked for the Employer for at least six (6) months during the prior contract year. In determining vacations, all hours paid for, including those allowed for vacation, shall be included. In addition, work hours



Teamsters LOCAL UNION 807

Truck Drivers, 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: Tony Storz
Subject: Premium- Exhibits
Date: September 9, 2016

✓
9/9/16
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:

www.TeamstersLocal807.net

CK444

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 1110

Phone (718) 726-2525 • Fax (718) 726-703

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
OK

MEMORANDUM

To: Health and Pension Funds
From: John Sullivan
Subject: PB Ventilating
Date: December 22, 2015

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

PENSION FUND:

The Company adopts the terms and conditions of the Pension Fund's Rehabilitation Plan including the 45 cent per hour increase per year effective December 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:

(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.



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 11101
Phone (718) 726-2525 • Fax (718) 726-2525
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 Mc
Trustee

12/10/15
OK
je



MEMORANDUM

To: Health and Pension Funds
From: John Sullivan
Subject: Probuild Company
Date: December 11, 2015

The above employer has signed an agreement effective from December 1, 2015 to November 30, 2021.

SECTION 31 PENSION AND HEALTH FUND CONTRIBUTION RATES

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

(a) The Employer shall contribute to the respective benefit funds according to the following schedule:

PENSION FUND:

12/1/15	12/1/16	12/1/17	12/1/18	12/1/19	12/1/20
4.84	5.29	5.74	6.19	6.64	7.09

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

HEALTH FUND:

12/1/15	12-1-16	12/1/17	12/1/18	12/1/19	12/1/20
8.19	8.44	8.69	8.94	9.19	9.44

SECTION 32 CONTRIBUTION LIMITATIONS

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

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

1. Unused sick days for which the employee receives pay pursuant to Section 12 above;
2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 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.

(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 schedule:

PENSION 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>	<u>12/1/20</u>
4.84	5.29	5.74	6.19	6.64	7.09

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

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>	<u>12/1/20</u>
8.19	8.44	8.69	8.94	9.19	9.44

SECTION 32 CONTRIBUTION LIMITATIONS

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

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

1. Unused sick days for which the employee receives pay pursuant to Section 12 above;
2. Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week. Nothing contained in this subsection shall alter the provisions of Section 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.

Employees hired prior to December 4, 1995 shall not be required to obtain said license unless an agreement had been reached prior to December 4, 1995 for having to obtain said license. Where possible the Employer will provide training.



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

✓ Rec'd 2/23/15
QF

To: Health and Pension Funds

From: Tony Storz

Subject: Renaissance Management – Contribution letter

Date: February 19, 2015

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

Profit Sharing Fund

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

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), 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

www.TeamstersLocal807.com.org.net

CK458

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

(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.

(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

binding upon the parties hereto.

e. The Trustees of the Health and Pension Funds may assess penalties on 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. 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

**Collective Bargaining Agreement
between**

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



**And
Ribon Industries Inc.
283 59th Street
Brooklyn, New York 11220**

June 18th, 2018 thru June 18th, 2023

SECTION 9 - ARBITRATION

Should any dispute arise between the Employer and the Union, or between the Employer and any Union employee, the matter shall be taken up by representatives of the Employer and the Union. If such dispute cannot be adjusted by these persons, the dispute shall be submitted to arbitration by any person acceptable to both parties hereto, or to a member of the New York City Trucking Authority designated by the said board for that purpose.

SECTION 10 - SENIORITY NEW EMPLOYEES

Seniority shall prevail. New employees, Union and Non-Union shall have a trial period of thirty (30) calendar days, and, if retained by the Employer after that period, such employees shall be required to become members of the Union.

SECTION 11 - CHECK-OFF

The Employer will deduct the prescribed monthly Union dues from the wages of the employees who individually and voluntarily authorize such deductions. Any such authorization shall be made in writing and in accordance with and in compliance with the National Labor Relations Act, as amended. Such deductions shall be paid by the Employer to the Union by check.

SECTION 12 - HEALTH AND PENSION PLAN

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 August 1, 2018	Health Fund shall be \$ 8.94
Effective August 1, 2019	Health Fund shall be \$ 9.19
Effective August 1, 2020	Health Fund shall be \$ 9.44
Effective August 1, 2021	Health Fund shall be \$ 9.69
Effective August 1, 2022	Health Fund shall be \$ 9.94

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

Effective August 1, 2013	Pension Fund shall be \$ 10.755
Effective August 1, 2014	Pension Fund shall be \$ 11.145
Effective August 1, 2015	Pension Fund shall be \$ 11.535
Effective August 1, 2016	Pension Fund shall be \$ 11.925
Effective August 1, 2017	Pension Fund shall be \$ 12.315

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

In addition, should there be any change in the rates of contributions required to be made to such Health and Pension Funds under the General Trucking Agreement, then such changes shall apply to the instant agreement and the Employer will make the then prevailing contributions to the respective said Funds as called for in the General Trucking Agreement for the remainder of this agreement.

SECTION 13 - BEREAVEMENT

Employees shall receive pay for three (3) days absence due to the bereavement in the immediate family. Immediate family shall include mother, father, sister, brother, wife, child, father-in-law and mother-in-law.

SECTION 14-SUBCONTRACTING

For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently performed, or hereafter assigned to the Employee will be subcontracted, transferred, eased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, provided, however, that the Employer may subcontract work when all his Employees are working, provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the duration of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this agreement, the matter may be submitted to the Local grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served, pier delivery or garment center. The principle of each carrier's past practice shall be considered in applying this Article.



Teamster LOCAL UNION 807

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

32-43 41st 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
Subject: Riveredge Transportation
Date: May 10, 2016

**The above employer has signed an agreement effective from April 1, 2016
To March 30, 2020**

The employer has agreed to make the following contributions to the Funds:

Article 29. Health Fund

1. The Employer shall participate in the Local 807 Labor Management Health Fund To provide the benefits prescribed by the Trustees of the Fund, the Employer shall contribute to the Fund for every hour worked for with the maximum of eight (8) hours per day/forty (40) hours per week maximum.
2. Health Contributions are to be deposited in a separate account and not to be used for other than Health Fund purposes

The Employees hourly rate of contributions to the Health Fund shall be as follows:

April 1, 2016	April 1, 2017	April 1, 2018	April 1, 2019
\$8.44	\$8.69	\$8.94	\$9.19

3. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees or their duly designated successors.
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 and Pension Funds shall establish rules, which shall include, among other things the requirements for eligibility, distribution of Health and Pension Funds and the rights of Employees thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health, Pension and Annuity Funds.

6. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in the amount, which they in their discretion, deem, justified offsetting the added cost of collection

Article 30. Pension Fund

- 1 The Employer shall participate in the Local 807 Pension Fund in order to provide the benefits prescribed by the Trustees of the Fund.

As of April 1, 2012, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

- 2 The Employer shall contribute the following based on forty (40) hours per week maximum:

April 1, 2016	April 1, 2017	April 1, 2018	April 1, 2019
\$565	\$610	\$655	\$7.00

9. Vacation earned must be taken by the Employees and no Employee shall be entitled to vacation pay in lieu of vacation unless by mutual agreement of the Employee and the Employer.

10. Any Employee may split his vacation subject to the Employees approval.

Article 28. Holidays

1. The following shall be recognized as paid holidays under this agreement:

New Years Day	Independence Day
Martin Luther King Day	Labor Day
Washington's Birthday	Armistice or Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

2. Any Employee covered by this Agreement 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 and further provided that the Employee is available for work a minimum of three (3) days during the holiday week.

These provisions shall also apply if a holiday is on a Saturday or a Sunday.

Article 29. Health Fund

1. The Employer shall participate in the Local 807 Labor Management Health Fund. To provide the benefits prescribed by the Trustees of the Fund, the Employer shall contribute to the Fund for every hour worked for with the maximum of eight (8) hours per day/forty (40) hours per week maximum.
2. Health Contributions are to be deposited in a separate account and not to be used for other than Health Fund purposes.

The Employees hourly rate of contributions to the Health Fund shall be as follows:

April 1, 2016	April 1, 2017	April 1, 2018	April 1, 2019
\$8.44	\$8.69	\$8.94	\$9.19

3. The Trustees of the Health and Pension Funds shall be those persons now active as Trustees, or their duly designated successors.
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 and Pension Funds shall establish rules, which shall include, among other things, the requirements for eligibility, distribution of Health and Pension Funds and the rights of Employees thereunder. The Trustees of said Funds shall also set forth the rules and regulations governing the administration of the Health, Pension and Annuity Funds.
6. The Trustees of the Health and Pension Funds may assess penalties for any and all delinquent payments in the amount, which they, in their discretion, deem, justified offsetting the added cost of collection.

Article 30. Pension Fund

1. The Employer shall participate in the Local 807 Pension Fund in order to provide the benefits prescribed by the Trustees of the Fund.

As of April 1, 2012, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement.

2. The Employer shall contribute the following based on forty (40) hours per week maximum:

April 1, 2016	April 1, 2017	April 1, 2018	April 1, 2019
\$5.65	\$6.10	\$6.55	\$7.00

Article 31. Wages

1. During the term of this Agreement hourly wages will be paid as follows:

<u>April 1, 2016</u>	<u>April 1, 2017</u>	<u>April 1, 2018</u>	<u>April 1, 2019</u>
\$21.57 /Hr.	\$21.72 /Hr.	\$21.87/Hr.	\$22.02 /Hr

Article 32. Successors and Assigns

1. When the Employer acquires or purchases control of another business, the Employees of such other business that are within the specific job classifications covered by this Agreement shall be placed at the bottom of the Employer's seniority list in the order of their seniority with their former Employer.
2. This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. If an entire operation or any part thereof is sold, leased, transferred, or taken over by sale, transfer, lease, assignment receivership or bankruptcy proceedings, the operation shall continue to be subject to the terms and condition of this Agreement for the life thereof.
3. The Employer shall not operate, maintain, or conduct any establishment or place of business for the purpose of evading the terms of this Agreement



Teamsters LOCAL UNION 807

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

32-43 4 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

Rec'd 4/8/15
AF

To: Health and Pension Funds
From: Tony Storz
Subject: Showtime on the Piers LLC - Contribution letter
Date: April 7, 2015

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight 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:

www.TeamstersLocal807.com.org.net

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

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

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



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

Rec'd 2/19/15
af

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: Spectrum Show Services – Contribution letter

Date: February 19, 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:

www.TeamstersLocal807.com.org.net

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

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

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

(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.

(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

- e. The Trustees of the Health and Pension Funds may assess penalties on 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. 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



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 6/29/17
OF

To: Health Welfare and Profit Sharing Fund
From: Lu Herrera- Vice President.
Subject: Standard Tinsmith
Date: June 27, 2017

The above Employer has signed a Collective Bargaining Agreement effective for the period December 2, 2016 to December 1, 2019.

1-HEALTH FUND CONTRIBUTION

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

The Employer is currently contributing the amount of \$8.19 per hour into the Health Fund for all covered employees.

The Employer shall make the following contributions to the Health Fund during the term of this Agreement.

	12/2/16	12/2/17	12/2/18
Health Fund			
Contribution Rate	\$8.44	\$8.69	\$8.94

2-PENSION FUND CONTRIBUTION

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

The Employer is currently contributing the amount of \$7.19 per hour into the Pension Fund for all covered employees. As of December 2, 2011, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement. Commencing December 2, 2016, the Employer shall contribute the amount of \$7.64 per hour with 45 cent increases every December 2 unless changed by the Trustees of the Pension Fund.

3-CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 31 and 32, shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

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

- (1) Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);
- (2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week;
- (3) Jury duty pay.

(a) **THE UNION SHALL SERVE A COPY OF ITS REQUEST FOR ARBITRATION UPON THE EMPLOYER AND ITS COUNSEL, IF KNOWN, WITHIN SEVEN (7) DAYS OF THE OCCURRENCE OF THE ACTION THAT IS BEING ARBITRATED.**

SECTION 28 JURY DUTY PAY

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

To receive this benefit the employee must:

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

SECTION 29 SEVERANCE PAY

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

SECTION 30 MAINTENANCE OF STANDARDS

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

SECTION 31 HEALTH FUND CONTRIBUTION

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

The Employer is currently contributing the amount of \$8.19 per hour into the Health Fund for all covered employees.

The Employer shall make the following contributions to the Health Fund during the term of this Agreement.

	12/2/16	12/2/17	12/2/18
Health Fund Contribution Rate	\$8.44	\$8.69	\$8.94

SECTION 32 PENSION FUND CONTRIBUTION RATES

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

The Employer is currently contributing the amount of \$7.19 per hour into the Pension Fund for all covered employees. As of December 2, 2011, the Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with all future amendments. The Employer agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement. Unless changed by the Trustees of the Pension Fund.

	12/2/16	12/2/17	12/2/18
Pension Fund Contribution Rate	\$7.64	\$8.09	\$8.54

Unless changed by the Trustees of the Pension Fund.

SECTION 33 CONTRIBUTION LIMITATIONS

(a) All of the Health and Pension Fund contributions as set forth in Paragraph 31 and 32, shall be made for all hours worked with a maximum of eight (8) hours per day and forty (40) hours in the Monday through Sunday week.

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

(1) Unused sick days for which the employee receives pay pursuant to Section 12 above (sick leave);

(2) Vacation pay received by an employee who has worked through his vacation and received 40 hours regular pay in the same week;

- (3) Jury duty pay.

SECTION 34 HEALTH AND PENSION-MISCELLANEOUS RULES

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

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

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

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

SECTION 35 NON DISCRIMINATION

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



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

REC'd 2/23/15
Q.F.

To: Health and Pension Funds
From: Tony Storz
Subject: Select Contracting – Contribution letter
Date: February 19, 2015

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

Profit Sharing Fund

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

And for all double time hours at the sum of sixteen dollars and forty-six cents (\$16.46), 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

www.TeamstersLocal807.com.org.net

CK484

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.

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.

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.

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

sent to the Union, Pension and/or Health Trustees, and if said default is not paid within five (5) working days after said notice of default, 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

32-41 10th 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: Scope Art Show - Contribution letter
Date: March 23, 2016

✓
3/23/16
cc

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.

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) 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.

2014-2020

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

Between

TRUCK DRIVERS LOCAL UNION NO. 807

And

Tattooed Kingpin -
2152 e. Daughin St
Phill. P.A. 19125

AGREEMENT entered into between Tattooed Kingpin 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-...th 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: Theatrical Resources – Contribution letter
Date: May 19, 2015

✓
5/20/15
lc

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

www.TeamstersLocal807.com.org.net

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 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.



Teamsters LOCAL UNION 807

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

32-40 19th 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 4/7/16

cer

MEMORANDUM

To: Health and Pension Funds

From: Tony Storz

Subject: Three I & D LLC. - has signed a contract with Local 807

Date: April 7, 2016

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the 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:

www.TeamstersLocal807.net

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

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

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

PARTICIPATION AGREEMENT

BETWEEN

LOCAL 807, I.B.T.

AND

THE LOCAL 807 LABOR-MANAGEMENT PENSION FUND

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

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

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

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

WHEREAS, in order to obtain the benefit of the Plan for its employees, the Employer sets forth and memorializes its obligations in this Participation Agreement, stating that the Plan's benefits extend to its employees.

NOW, THEREFORE, it is understood and agreed as follows:

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

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

The Employer shall contribute to the Fund as follows:

- For the period of September 1, 2011 through and including August 31, 2012 at the rate of \$7.6650.
- For the period of September 1, 2012 through and including August 31, 2013 at the rate of \$8.1150, which represents the previous rate of \$7.6650 plus an increase of \$0.45 pursuant to the terms of the Fund's Rehabilitation Plan.
- For the period of September 1, 2013 through and including August 31, 2014 at the rate of \$8.5650, which represents the previous rate of \$8.1150 plus an increase of \$0.45 pursuant to the terms of the Fund's Rehabilitation Plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


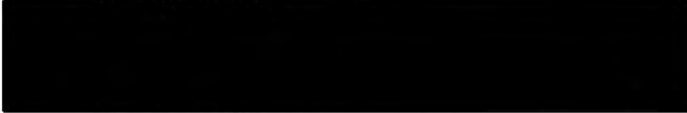
20. The Employer agrees that the participation of its employees in the Plan may be terminated immediately if the Employer violates any provision of this Participation Agreement, the Plan, or the Trust Agreement incorporated herein. Otherwise, this Participation Agreement shall continue in effect until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

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

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

IN WITNESS WHEREOF, this Participation Agreement is executed and effective as of
the day and year first written above.

**Trustees of the Local 807 Labor-Management Local 807, I.B.T.
Health Fund**


Union Trustee
Mr. John Sullivan, President
Employer Trustee

**Collective Bargaining Agreement
between**

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



**And
T.W. Smith Welding Supply Corp**

April 1, 2018 Thru March 31, 2021

attending services for the deceased. If an employee must travel in excess of eight (8) hours round -trip to attend the services, the Employer shall allow for two (2) additional days off, with pay. Proof of travel must be provided to the Employer. Death certificates or other satisfactory proof of death must be submitted to the Employer.

Article 19. HEALTH and PENSION FUNDS

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

A. Health Fund Increases:

Effective August 1, 2018 Health Fund shall be \$ 8.94
Effective August 1, 2019 Health Fund shall be \$ 9.19
Effective August 1, 2020 Health Fund shall be \$ 9.44

If the Trustees of the Fund determine during the term of this agreement that less than \$0.25 is needed to continue the plan benefits, then the Employer shall contribute such lesser amount.

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

Effective August 1, 2018 Pension Fund shall be \$ 10.755
Effective August 1, 2019 Pension Fund shall be \$ 11.145
Effective August 1, 2020 Pension Fund shall be \$ 11.535

- C. Employees hired after April 1, 2018 will participate in the Local 807 Pension Plan, and be brought up to full pension parity in four (4) years according to the following schedule:

First twelve (12) months of employment-----\$1.00/hr
Effective one (1) year after employment-----\$1.50/hr
Effective two (2) year after employment-----\$2.00/hr
Effective three (3) year after employment-----\$2.50/hr
Effective four (4) year after employment-----full pension contribution

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments. The Company agrees to pay the annual contribution increases required by the Rehabilitation Plan as amended as if said contribution schedule was set forth in this Agreement. In the event the schedule is amended to a lesser, the Employer shall pay such lesser contribution rate.

2. Contributions to the Health & Welfare, and Pension Funds shall be made on all hours paid, with a maximum of eight- (8) hour's per day, not to exceed (40) hours per week. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds. There shall be no requirement to make pension contributions during the probationary period. In the event an employee becomes a "regular employee", contributions to the 807 Pension Plan will be made retroactive to the date of hire, payable in the month following the end of the probationary period.

There shall be no requirement to make health fund contributions for the first three (3) months of the probationary period. In the event an employee becomes a "regular employee", contributions to

the 807 Health Fund will be made retroactive to the date of hire, payable in the month following the end of the probationary period.

In the event the probationary employee was covered by the 807 Health Plan on his date of hire by reason of contributions made by his immediately prior employer, contributions will begin on the earlier of the 4th month of probation or the date upon which contributions would be necessary in order to assure continuous coverage under the 807 Health Fund, evidence by a letter from the 807 Health Fund Manager.

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 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.



Teamster 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

REC'd 6/20/16
CF

To: Health and Pension Funds

From: Tony Storz

Subject: Unlimited Productions

155 East 55th Street #204, NY, NY 10022

Date: June 20, 2016

Profit Sharing Fund

The Employer has agreed that contributions on the Employees' behalf are to be made into the Local 807 Profit Sharing Fund in the sum of eight dollars and twenty-three cents (\$8.23) for all 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.

vacation time. No benefits (health, pension and annuity) will be paid on vacation pay.

- 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) 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,

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



**And
United Envelope
65 Railroad Avenue
Ridgewood, N.J. 07657**

April 1, 2019 thru March 31, 2022

funeral, provided the employee loses two (2) days of world opportunity. Death certificates or other satisfactory proof of death must be submitted to the Employer.

Article 19. HEALTH. PENSION AND ANNUITY FUND

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

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

A. Health Fund Increases:

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

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

Effective April 1, 2019	Pension Fund shall be \$ 11.205
Effective April 1, 2020	Pension Fund shall be \$ 11.595
Effective April 1, 2021	Pension Fund shall be \$ 11.985

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

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

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

4. The Employer hereby agrees to permit an authorized representative of the Funds to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the

Employer to the Funds. If the Employer fails to make the contributions provided for herein within the time required by the Funds 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, Pension, and Profit Sharing Funds shall be binding upon the parties hereto.

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

ARTICLE 20. VACATIONS

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,

**Collective Bargaining Agreement
between**

TEAMSTERS LOCAL UNION NO. 807

32-43 49TH Street

Long Island City, NY 11103



And

WAYLAND INDUSTRIES INC.

1511 Bassett Avenue

Bronx, NY. 10461

April 1, 2018 thru March 31, 2023

Article 19. HEALTH AND PENSION FUNDS

1. The Employer shall participate in the Local 807 Labor-Management Health, Pension Fund ("Funds").

To provide the benefits prescribed by the Trustees of the Funds, the Employer shall periodically contribute to the Funds at the rates set forth herein.

A. Health Fund Increases:

Effective August 1, 2018	Health Fund shall be \$ 8.94
Effective August 1, 2019	Health Fund shall be \$ 9.19
Effective August 1, 2020	Health Fund shall be \$ 9.44
Effective August 1, 2021	Health Fund shall be \$ 9.69
Effective August 1, 2022	Health Fund shall be \$ 9.94

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

Effective August 1, 2018	Pension Fund shall be \$ 10.815
Effective August 1, 2019	Pension Fund shall be \$ 11.265
Effective August 1, 2020	Pension Fund shall be \$ 11.715
Effective August 1, 2021	Pension Fund shall be \$ 12.165
Effective August 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. All contributions to the Health and Pension Funds shall be made on all hours paid, on a maximum of eight-(8) hours per day. The contributions made pursuant to the combined contribution rates shall be distributed between the Health and Pension Funds in accordance with the direction of the Trustees of such Funds. All contributions shall not exceed 40 hours per week.

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

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

5. The Employer must use the 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 and two years-----2 weeks
seven years-----3 weeks

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



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: Tony Storz
Subject: Wilwork - Contribution letter
Date: April 7, 2015

✓
4/11/15
lc

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:

www.TeamstersLocal807.com.org.net

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

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

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

(B) PENSION

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.

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

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.



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 (713) 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 12/14/15
Ar

MEMORANDUM

To: Health and Pension Funds
From: John Sullivan
Subject: Wolkow-Braker
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
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.

AGREEMENT
between
YORK SCAFFOLD EQUIPMENT CORP.
37-20 Twelfth Street, Long Island City, NY 11101
and
TRUCK DRIVERS LOCAL 807, I.B. of T.
32-43 49th Street, Long Island City, NY 11103

WITNESSETH:

In consideration of the mutual promises herein contained, York Scaffold Equipment Corp. ("the Employer") and Local 807, I.B. of T. ("the Union") hereto agree as follows:

Article 1. PURPOSE AND SCOPE

It is the intent and purpose of the Employer and the Union to promote and maintain industrial stability and harmony and to set forth in this Agreement the wages, hours and working conditions for the Employees of the Employer.

Article 2. UNION RECOGNITION

1. As used in this agreement, the words "Employees covered by this agreement" are understood to include all delivery truck drivers.
2. It is hereby understood and agreed that all of the Employees covered by this agreement shall work at rates of wages, fringe benefits, and hours provided by this agreement.
3. The Employer recognizes Local 807, I.B. of T. as the exclusive bargaining representative for all Employees referred to in Article 2, Paragraph 1.

Article 3. UNION SECURITY

1. It shall be a condition of employment that all Employees of the Employer covered by this agreement, who are members of the Union in good standing on the execution date of this Agreement shall remain members in good standing, and that those who are not members on the execution date of this Agreement shall, on or after the thirtieth (30) day following the beginning of such employment, become and remain members in good standing of the Union.
2. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the Further, the failure of any person to maintain his Union membership in good standing as
3. The first ninety (90) calendar days for a newly hired Employee shall be considered the Requests to extend the probationary period shall not be unreasonably withheld.
4. The Union agrees that it will indemnify and hold the Employer harmless from any recovery of damages sustained by reason of any action taken under the Union Security

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

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

Article 25. DISCHARGE OR SUSPENSION

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

Article 26. HEALTH AND PENSION FUNDS

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

Health Fund:

4/01/18	8.94
4/01/19	9.19
4/01/20	9.44
4/01/21	9.69
4/01/22	9.94

Pension Fund (As per the Pension Rehabilitation Plan):

04/01/18	10.815
04/01/19	11.265
04/01/20	11.715
04/01/21	12.165
04/01/22	12.615

The Employer adopts the terms and conditions of the Pension Fund's Rehabilitation Plan along with future amendments.

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

Article 27. SEPARABILITY OR INVALIDITY

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

Form 5500 Department of the Treasury Internal Revenue Service Department of Labor Employee Benefits Security Administration Pension Benefit Guaranty Corporation	Annual Return/Report of Employee Benefit Plan This form is required to be filed for employee benefit plans under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and sections 6057(b) and 6058(a) of the Internal Revenue Code (the Code). ► Complete all entries in accordance with the instructions to the Form 5500.	OMB Nos. 1210-0110 1210-0089 <div style="text-align: center; font-size: 1.2em; font-weight: bold;">2017</div> This Form is Open to Public Inspection
---	--	--

Part I Annual Report Identification Information			
For calendar plan year 2017 or fiscal plan year beginning		09/01/2017	and ending
		08/31/2018	
A This return/report is for:	<input checked="" type="checkbox"/> a multiemployer plan	<input type="checkbox"/> a multiple-employer plan (Filers checking this box must attach a list of participating employer information in accordance with the form instructions.)	
	<input type="checkbox"/> a single-employer plan	<input type="checkbox"/> a DFE (specify) _____	
B This return/report is:	<input type="checkbox"/> the first return/report	<input type="checkbox"/> the final return/report	
	<input type="checkbox"/> an amended return/report	<input type="checkbox"/> a short plan year return/report (less than 12 months)	
C If the plan is a collectively-bargained plan, check here:	<input checked="" type="checkbox"/>		
D Check box if filing under:	<input type="checkbox"/> Form 5558	<input type="checkbox"/> automatic extension	<input type="checkbox"/> the DFVC program
	<input type="checkbox"/> special extension (enter description)		

Part II Basic Plan Information—enter all requested information			
1a Name of plan LOCAL 807 LABOR MANAGEMENT PENSION FUND	1b	Three-digit plan number (PN) ►	002
	1c	Effective date of plan 12/01/1950	
2a Plan sponsor's name (employer, if for a single-employer plan) Mailing address (include room, apt., suite no. and street, or P.O. Box) City or town, state or province, country, and ZIP or foreign postal code (if foreign, see instructions) BOARD OF TRUSTEES LOCAL 807 LABOR-MANAGEMENT PENSION FUND 32-43 49TH STREET LONG ISLAND CITY NY 11103	2b	Employer Identification Number (EIN) 51-6099111	
	2c	Plan Sponsor's telephone number (718) 726-2525	
	2d	Business code (see instructions) 525100	

Caution: A penalty for the late or incomplete filing of this return/report will be assessed unless reasonable cause is established.

Under penalties of perjury and other penalties set forth in the instructions, I declare that I have examined this return/report, including accompanying schedules, statements and attachments, as well as the electronic version of this return/report, and to the best of my knowledge and belief, it is true, correct, and complete.

SIGN HERE		3/25/19	
	Signature of plan administrator	Date	Enter name of individual signing as plan administrator
SIGN HERE		3/25/19	
	Signature of employer/plan sponsor	Date	Enter name of individual signing as employer or plan sponsor
SIGN HERE			
	Signature of DFE	Date	Enter name of individual signing as DFE

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Form 5500 (2017)
v. 170203

3a Plan administrator's name and address ☐ Same as Plan SponsorBOARD OF TRUSTEES LOCAL 807 LABOR-
MANAGEMENT PENSION FUND

32-43 49TH STREET

LONG ISLAND CITY

NY 11103

3b Administrator's EIN

51-6099111

3c Administrator's telephone
number

(718) 726-2525

4 If the name and/or EIN of the plan sponsor or the plan name has changed since the last return/report filed for this plan, enter the plan sponsor's name, EIN, the plan name and the plan number from the last return/report:**a** Sponsor's name**c** Plan Name**4b** EIN**4d** PN**5** Total number of participants at the beginning of the plan year**5**

4,541

6 Number of participants as of the end of the plan year unless otherwise stated (welfare plans complete only lines 6a(1), 6a(2), 6b, 6c, and 6d).**a(1)** Total number of active participants at the beginning of the plan year**6a(1)**

781

a(2) Total number of active participants at the end of the plan year**6a(2)**

770

b Retired or separated participants receiving benefits**6b**

2,116

c Other retired or separated participants entitled to future benefits**6c**

815

d Subtotal. Add lines 6a(2), 6b, and 6c**6d**

3,701

e Deceased participants whose beneficiaries are receiving or are entitled to receive benefits**6e**

636

f Total. Add lines 6d and 6e**6f**

4,337

g Number of participants with account balances as of the end of the plan year (only defined contribution plans complete this item)**6g****h** Number of participants who terminated employment during the plan year with accrued benefits that were less than 100% vested**6h****7** Enter the total number of employers obligated to contribute to the plan (only multiemployer plans complete this item)**7**

79

8a If the plan provides pension benefits, enter the applicable pension feature codes from the List of Plan Characteristics Codes in the instructions:

1B

b If the plan provides welfare benefits, enter the applicable welfare feature codes from the List of Plan Characteristics Codes in the instructions:**9a** Plan funding arrangement (check all that apply)

- (1) ☒ Insurance
- (2) ☐ Code section 412(e)(3) insurance contracts
- (3) ☒ Trust
- (4) ☐ General assets of the sponsor

9b Plan benefit arrangement (check all that apply)

- (1) ☐ Insurance
- (2) ☐ Code section 412(e)(3) insurance contracts
- (3) ☒ Trust
- (4) ☐ General assets of the sponsor

10 Check all applicable boxes in 10a and 10b to indicate which schedules are attached, and, where indicated, enter the number attached. (See instructions)**a** Pension Schedules

- (1) ☒ **R** (Retirement Plan Information)
- (2) ☒ **MB** (Multiemployer Defined Benefit Plan and Certain Money Purchase Plan Actuarial Information) - signed by the plan actuary
- (3) ☐ **SB** (Single-Employer Defined Benefit Plan Actuarial Information) - signed by the plan actuary

b General Schedules

- (1) ☒ **H** (Financial Information)
- (2) ☐ **I** (Financial Information - Small Plan)
- (3) ☒ 1 **A** (Insurance Information)
- (4) ☒ **C** (Service Provider Information)
- (5) ☒ **D** (DFE/Participating Plan Information)
- (6) ☐ **G** (Financial Transaction Schedules)

**SCHEDULE R
(Form 5500)**Department of the Treasury
Internal Revenue ServiceDepartment of Labor
Employee Benefits Security Administration

Pension Benefit Guaranty Corporation

Retirement Plan Information

This schedule is required to be filed under sections 104 and 4065 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6058(a) of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500.**

OMB No. 1210-0110

2017**This Form is Open to Public Inspection.**

For calendar plan year 2017 or fiscal plan year beginning 09/01/2017 and ending 08/31/2018

A Name of plan

LOCAL 807 LABOR MANAGEMENT PENSION FUND

B Three-digit plan number (PN) ▶

002

C Plan sponsor's name as shown on line 2a of Form 5500

BOARD OF TRUSTEES LOCAL 807 LABOR- MANAGEMENT PENSION FUND

D Employer Identification Number (EIN)

51-6099111

Part I Distributions

All references to distributions relate only to payments of benefits during the plan year.

- 1**
- Total value of distributions paid in property other than in cash or the forms of property specified in the instructions

1

- 2**
- Enter the EIN(s) of payor(s) who paid benefits on behalf of the plan to participants or beneficiaries during the year (if more than two, enter EINs of the two payors who paid the greatest dollar amounts of benefits):

EIN(s):

Profit-sharing plans, ESOPs, and stock bonus plans, skip line 3.

- 3**
- Number of participants (living or deceased) whose benefits were distributed in a single sum, during the plan year

3

0

Part II Funding Information (If the plan is not subject to the minimum funding requirements of section 412 of the Internal Revenue Code or ERISA section 302, skip this Part.)

- 4**
- Is the plan administrator making an election under Code section 412(d)(2) or ERISA section 302(d)(2)?
- ☐
- Yes
- ☒
- No
- ☐
- N/A

If the plan is a defined benefit plan, go to line 8.

- 5**
- If a waiver of the minimum funding standard for a prior year is being amortized in this plan year, see instructions and enter the date of the ruling letter granting the waiver. Date: Month _____ Day _____ Year _____

If you completed line 5, complete lines 3, 9, and 10 of Schedule MB and do not complete the remainder of this schedule.

- 6 a**
- Enter the minimum required contribution for this plan year (include any prior year accumulated funding deficiency not waived)

6a

- b**
- Enter the amount contributed by the employer to the plan for this plan year

6b

- c**
- Subtract the amount in line 6b from the amount in line 6a. Enter the result (enter a minus sign to the left of a negative amount)

6c

If you completed line 6c, skip lines 8 and 9.

- 7**
- Will the minimum funding amount reported on line 6c be met by the funding deadline?
- ☐
- Yes
- ☐
- No
- ☐
- N/A

- 8**
- If a change in actuarial cost method was made for this plan year pursuant to a revenue procedure or other authority providing automatic approval for the change or a class ruling letter, does the plan sponsor or plan administrator agree with the change?
- ☐
- Yes
- ☐
- No
- ☒
- N/A

Part III Amendments

- 9**
- If this is a defined benefit pension plan, were any amendments adopted during this plan year that increased or decreased the value of benefits? If yes, check the appropriate box. If no, check the "No" box.
- ☐
- Increase
- ☐
- Decrease
- ☐
- Both
- ☒
- No

Part IV ESOPs (see instructions). If this is not a plan described under section 409(a) or 4975(e)(7) of the Internal Revenue Code, skip this Part.

- 10**
- Were unallocated employer securities or proceeds from the sale of unallocated securities used to repay any exempt loan?
- ☐
- Yes
- ☐
- No

- 11 a**
- Does the ESOP hold any preferred stock?
- ☐
- Yes
- ☐
- No

- b**
- If the ESOP has an outstanding exempt loan with the employer as lender, is such loan part of a "back-to-back" loan? (See instructions for definition of "back-to-back" loan.)
- ☐
- Yes
- ☐
- No

- 12**
- Does the ESOP hold any stock that is not readily tradable on an established securities market?
- ☐
- Yes
- ☐
- No

For Paperwork Reduction Act Notice, see the Instructions for Form 5500.

Schedule R (Form 5500) 2017
v. 170203

Part V Additional Information for Multiemployer Defined Benefit Pension Plans

13 Enter the following information for each employer that contributed more than 5% of total contributions to the plan during the plan year (measured in dollars). See instructions. Complete as many entries as needed to report all applicable employers.

a Name of contributing employer NY CONVENTION CENTER OPERATING CORP

b EIN 13-3036195

c Dollar amount contributed by employer

1653030

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 07 Day 17 Year 2019

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) 10.10

(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer AVIS RENT A CAR SYSTEM

b EIN 39-0958907

c Dollar amount contributed by employer

780042

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 03 Day 31 Year 2019

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) 4.05

(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer KAMCO SUPPLY CORP

b EIN 11-0941695

c Dollar amount contributed by employer

750902

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 11 Day 30 Year 2020

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) 5.74

(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer FLORENCE CORP

b EIN 11-1557789

c Dollar amount contributed by employer

521455

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 11 Day 30 Year 2020

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) 5.74

(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer PERSONNEL COORDINATOR INC

b EIN 13-4794380

c Dollar amount contributed by employer

470131

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 03 Day 31 Year 2024

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) 10.81

(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

a Name of contributing employer NEW YORK RACING ASSOCIATION, INC

b EIN 61-1559040

c Dollar amount contributed by employer

451050

d Date collective bargaining agreement expires (If employer contributes under more than one collective bargaining agreement, check box ☐ and see instructions regarding required attachment. Otherwise, enter the applicable date.) Month 12 Day 31 Year 2018

e Contribution rate information (If more than one rate applies, check this box ☐ and see instructions regarding required attachment. Otherwise, complete lines 13e(1) and 13e(2).)

(1) Contribution rate (in dollars and cents) 4.02

(2) Base unit measure: ☒ Hourly ☐ Weekly ☐ Unit of production ☐ Other (specify):

- 14** Enter the number of participants on whose behalf no contributions were made by an employer as an employer of the participant for:

a The current year	14a	8
b The plan year immediately preceding the current plan year	14b	162
c The second preceding plan year	14c	180

- 15** Enter the ratio of the number of participants under the plan on whose behalf no employer had an obligation to make an employer contribution during the current plan year to:

a The corresponding number for the plan year immediately preceding the current plan year	15a	0.05
b The corresponding number for the second preceding plan year	15b	0.04

- 16** Information with respect to any employers who withdrew from the plan during the preceding plan year:

a Enter the number of employers who withdrew during the preceding plan year	16a	2
b If line 16a is greater than 0, enter the aggregate amount of withdrawal liability assessed or estimated to be assessed against such withdrawn employers	16b	564356

- 17** If assets and liabilities from another plan have been transferred to or merged with this plan during the plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

Part VI Additional Information for Single-Employer and Multiemployer Defined Benefit Pension Plans

- 18** If any liabilities to participants or their beneficiaries under the plan as of the end of the plan year consist (in whole or in part) of liabilities to such participants and beneficiaries under two or more pension plans as of immediately before such plan year, check box and see instructions regarding supplemental information to be included as an attachment. ☐

- 19** If the total number of participants is 1,000 or more, complete lines (a) through (c)

- a** Enter the percentage of plan assets held as:
 Stock: 67 % Investment-Grade Debt: 20 % High-Yield Debt: 0 % Real Estate: 6 % Other: 7 %
- b** Provide the average duration of the combined investment-grade and high-yield debt:
☐ 0-3 years ☒ 3-6 years ☐ 6-9 years ☐ 9-12 years ☐ 12-15 years ☐ 15-18 years ☐ 18-21 years ☐ 21 years or more
- c** What duration measure was used to calculate line 19(b)?
☒ Effective duration ☐ Macaulay duration ☐ Modified duration ☐ Other (specify):

**SCHEDULE MB
(Form 5500)**Department of the Treasury
Internal Revenue ServiceDepartment of Labor
Employee Benefits Security Administration
Pension Benefit Guaranty Corporation**Multiemployer Defined Benefit Plan and Certain
Money Purchase Plan Actuarial Information**

This schedule is required to be filed under section 104 of the Employee Retirement Income Security Act of 1974 (ERISA) and section 6059 of the Internal Revenue Code (the Code).

▶ **File as an attachment to Form 5500 or 5500-SF.**

OMB No. 1210-0110

2017**This Form is Open to Public
Inspection**

For calendar plan year 2017 or fiscal plan year beginning 09/01/2017 and ending 08/31/2018

▶ **Round off amounts to nearest dollar.**▶ **Caution:** A penalty of \$1,000 will be assessed for late filing of this report unless reasonable cause is established.

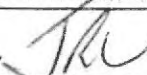
A Name of plan LOCAL 807 LABOR MANAGEMENT PENSION FUND	B Three-digit plan number (PN) ▶ 002
C Plan sponsor's name as shown on line 2a of Form 5500 or 5500-SF BRD OF TRUSTEES LOCAL 807 LABOR-MANAGEMENT PENSION	D Employer Identification Number (EIN) 51-6099111

E Type of plan: (1) ☒ Multiemployer Defined Benefit (2) ☐ Money Purchase (see instructions)**1a** Enter the valuation date: Month 09 Day 01 Year 2017**b** Assets

(1) Current value of assets	1b(1)	146,959,183
(2) Actuarial value of assets for funding standard account	1b(2)	147,543,512
c (1) Accrued liability for plan using immediate gain methods	1c(1)	353,791,408
(2) Information for plans using spread gain methods:		
(a) Unfunded liability for methods with bases	1c(2)(a)	
(b) Accrued liability under entry age normal method	1c(2)(b)	
(c) Normal cost under entry age normal method	1c(2)(c)	
(3) Accrued liability under unit credit cost method	1c(3)	346,728,132
d Information on current liabilities of the plan:		
(1) Amount excluded from current liability attributable to pre-participation service (see instructions)	1d(1)	
(2) "RPA '94" information:		
(a) Current liability	1d(2)(a)	536,604,543
(b) Expected increase in current liability due to benefits accruing during the plan year	1d(2)(b)	4,817,172
(c) Expected release from "RPA '94" current liability for the plan year	1d(2)(c)	29,693,565
(3) Expected plan disbursements for the plan year	1d(3)	31,193,565

Statement by Enrolled Actuary

To the best of my knowledge, the information supplied in this schedule and accompanying schedules, statements and attachments, if any, is complete and accurate. Each prescribed assumption was applied in accordance with applicable law and regulations. In my opinion, each other assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer my best estimate of anticipated experience under the plan.

SIGN HERE Joel R. Leary 	03/21/2019
Signature of actuary	Date
Joel R. Leary, ASA, MAAA, FCA	1706166
Type or print name of actuary	Most recent enrollment number
SEGAL CONSULTING	212-251-5000
Firm name	Telephone number (including area code)
333 WEST 34TH STREET	
NEW YORK NY 10001-2402	
Address of the firm	

If the actuary has not fully reflected any regulation or ruling promulgated under the statute in completing this schedule, check the box and see instructions ☐

For Paperwork Reduction Act Notice, see the Instructions for Form 5500 or 5500-SF.

Schedule MB (Form 5500) 2017

2 Operational information as of beginning of this plan year:

a Current value of assets (see instructions)	2a	158,835,925
b "RPA '94" current liability/participant count breakdown:	(1) Number of participants	(2) Current liability
(1) For retired participants and beneficiaries receiving payment	2,813	289,057,878
(2) For terminated vested participants	935	127,410,158
(3) For active participants:		
(a) Non-vested benefits		1,596,175
(b) Vested benefits		118,540,332
(c) Total active	692	120,136,507
(4) Total	4,440	536,604,543
c If the percentage resulting from dividing line 2a by line 2b(4), column (2), is less than 70%, enter such percentage	2c	29.60 %

3 Contributions made to the plan for the plan year by employer(s) and employees:

(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees	(a) Date (MM-DD-YYYY)	(b) Amount paid by employer(s)	(c) Amount paid by employees
03/15/2018	10,375,993				
Totals ▶			3(b)	10,375,993	3(c)
					0

4 Information on plan status:

a Funded percentage for monitoring plan's status (line 1b(2) divided by line 1c(3))	4a	42.6 %
b Enter code to indicate plan's status (see instructions for attachment of supporting evidence of plan's status). If code is "N," go to line 5	4b	C
c Is the plan making the scheduled progress under any applicable funding improvement or rehabilitation plan?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
d If the plan is in critical status or critical and declining status, were any benefits reduced (see instructions)?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e If line d is "Yes," enter the reduction in liability resulting from the reduction in benefits (see instructions), measured as of the valuation date	4e	
f If the rehabilitation plan projects emergence from critical status or critical and declining status, enter the plan year in which it is projected to emerge. If the rehabilitation plan is based on forestalling possible insolvency, enter the plan year in which insolvency is expected and check here	4f	2029

5 Actuarial cost method used as the basis for this plan year's funding standard account computations (check all that apply):

- | | | | |
|--|---|---|---|
| a <input type="checkbox"/> Attained age normal | b <input checked="" type="checkbox"/> Entry age normal | c <input type="checkbox"/> Accrued benefit (unit credit) | d <input type="checkbox"/> Aggregate |
| e <input type="checkbox"/> Frozen initial liability | f <input type="checkbox"/> Individual level premium | g <input type="checkbox"/> Individual aggregate | h <input type="checkbox"/> Shortfall |

i ☐ Other (specify):

- j If box h is checked, enter period of use of shortfall method..... **5j**
- k Has a change been made in funding method for this plan year?..... ☐ Yes ☒ No
- l If line k is "Yes," was the change made pursuant to Revenue Procedure 2000-40 or other automatic approval?..... ☐ Yes ☐ No
- m If line k is "Yes," and line l is "No," enter the date (MM-DD-YYYY) of the ruling letter (individual or class) approving the change in funding method..... **5m**

6 Checklist of certain actuarial assumptions:

- a Interest rate for "RPA '94" current liability..... **6a** 3.03 %
- | | Pre-retirement | | | Post-retirement | | |
|---|------------------------------|-----------------------------|---|------------------------------|-----------------------------|---|
| | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Yes | <input type="checkbox"/> No | <input checked="" type="checkbox"/> N/A |
| b Rates specified in insurance or annuity contracts..... | | | | | | |
| c Mortality table code for valuation purposes: | | | | | | |
| (1) Males..... | 6c(1) | | A | | | A |
| (2) Females..... | 6c(2) | | A | | | A |
| d Valuation liability interest rate..... | 6d | | 7.00 % | | | 7.00 % |
| e Expense loading..... | 6e | 100.9 % | <input type="checkbox"/> N/A | | | <input checked="" type="checkbox"/> N/A |
| f Salary scale..... | 6f | | <input checked="" type="checkbox"/> N/A | | | |
| g Estimated investment return on actuarial value of assets for year ending on the valuation date..... | 6g | | | | | 8.5 % |
| h Estimated investment return on current value of assets for year ending on the valuation date..... | 6h | | | | | 10.1 % |

7 New amortization bases established in the current plan year:

(1) Type of base	(2) Initial balance	(3) Amortization Charge/Credit
1	1,554,540	159,514
4	14,595,873	1,497,709

8 Miscellaneous information:

- a If a waiver of a funding deficiency has been approved for this plan year, enter the date (MM-DD-YYYY) of the ruling letter granting the approval..... **8a**
- b(1) Is the plan required to provide a projection of expected benefit payments? (See the instructions.) If "Yes," attach a schedule..... ☒ Yes ☐ No
- b(2) Is the plan required to provide a Schedule of Active Participant Data? (See the instructions.) If "Yes," attach a schedule..... ☒ Yes ☐ No
- c Are any of the plan's amortization bases operating under an extension of time under section 412(e) (as in effect prior to 2008) or section 431(d) of the Code?..... ☐ Yes ☒ No
- d If line c is "Yes," provide the following additional information:
- (1) Was an extension granted automatic approval under section 431(d)(1) of the Code?..... ☐ Yes ☐ No
- (2) If line 8d(1) is "Yes," enter the number of years by which the amortization period was extended..... **8d(2)**
- (3) Was an extension approved by the Internal Revenue Service under section 412(e) (as in effect prior to 2008) or 431(d)(2) of the Code?..... ☐ Yes ☐ No
- (4) If line 8d(3) is "Yes," enter number of years by which the amortization period was extended (not including the number of years in line (2))..... **8d(4)**
- (5) If line 8d(3) is "Yes," enter the date of the ruling letter approving the extension..... **8d(5)**
- (6) If line 8d(3) is "Yes," is the amortization base eligible for amortization using interest rates applicable under section 6621(b) of the Code for years beginning after 2007?..... ☐ Yes ☐ No
- e If box 5h is checked or line 8c is "Yes," enter the difference between the minimum required contribution for the year and the minimum that would have been required without using the shortfall method or extending the amortization base(s)..... **8e**

9 Funding standard account statement for this plan year:**Charges to funding standard account:**

- a Prior year funding deficiency, if any..... **9a** 45,628,883
- b Employer's normal cost for plan year as of valuation date..... **9b** 2,879,618