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Application of the United Furniture  
Workers Pension Fund A for Approval  
Of Suspension of Benefits  
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**APPENDIX A**

-----x  
EIN: 13-5511877/PN:001  
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- Individual Notices that will be provided to Pension Fund Participants and Beneficiaries.

# UNITED FURNITURE WORKERS *Pension Fund A*

HARRY BOOT  
*Chairman*

P.O. BOX 100037  
NASHVILLE, TN 37224

TEL: 615-889-8860  
FAX: 615-391-0865

1910 AIR LANE DRIVE  
NASHVILLE, TN 37210

*Trustees*  
DANA CARSTENSEN  
ELMO DE SILVA  
WILLIAM LAWRENCE  
DIANA STRICKLAND  
ULISES VERGARA

DEE ANNE WALKER  
*Director*

WEBSITE --  
[www.ufwip.com](http://www.ufwip.com)

August 11, 2016

Dear Pension Fund Participants, Pensioners Receiving Benefits and Terminated-Vested Participants:

As you may be aware from prior communications, the United Furniture Workers Pension Fund A has experienced a significant decline in its funding status. The Pension Fund is now projected to become insolvent by 2021, which means that at that time there will likely be insufficient funds available to pay monthly pension benefits. The Board of Trustees of the Pension Fund has been working hard to improve the Plan's funding status and to avoid or delay this from occurring. If the Pension Fund were to become insolvent, your pension benefit would be adjusted to the pension rate guaranteed by the Pension Benefit Guaranty Corporation ("PBGC"), which could result in a reduction in your monthly pension benefit from the Plan.

After very careful consideration, the Board of Trustees has determined that it is in the best interests of the Pension Fund's participants and beneficiaries for the Pension Fund to seek approval from the U.S. Department of Treasury and the PBGC for a joint Suspension of Benefits and a Partition, effective in May 2017. This request is authorized by a recent federal law known as the Multiemployer Pension Reform Act of 2014. If these applications are approved, then participants (including retirees) may experience a reduction in their monthly pension benefit from the Plan.

**However, participants who are on a disability pension or who will have attained the age of 80 as of May 1, 2017 (the "Protected Group") will not have their pension benefit reduced. Participants who will be between age 75 and 79 as of May 1, 2017 may be subject to a partial reduction of their pension benefit.**

The attached Notice gives you additional information about the Benefits Suspension and Partition process. The Notice also contains an estimate of how your pension benefit is likely to be affected if there is a Benefits Suspension and a Partition. **Please read the attached Notice very carefully.**

As described more fully in the attached Notice, if the Benefits Suspension is approved by the Treasury Department and the Partition is approved by the PBGC, you will then have an opportunity to vote on the matter. If that occurs, the Board will provide you with a full explanation as to why a Benefits Suspension and a Partition of the Plan would be in the best interests of the participants and beneficiaries as a whole.

If you have any questions about this Notice please contact the Fund office by telephone at 1-615-889-8860, by letter to the Fund office at 1910 Air Lane Drive, Nashville, TN 37210, or by email at [ufw.pfa@ufwip.com](mailto:ufw.pfa@ufwip.com).

**USTED PUEDE RECIBIR UNA COPIA DE ESTE AVISO EN ESPAÑOL. SI ESA ES SU PREFERENCIA, PUEDE HACERLO LLAMANDO A LA OFICINA DE EL FONDO DE PENSIONES AL 1-615-889-8860 O SOLICITANDO UNA COPIA DE ESTE AVISO POR CORREO ELECTRONICO A [ufw.pfa@ufwip.com](mailto:ufw.pfa@ufwip.com).**

Fraternally and Sincerely yours,  
*Harry Boot, Chairman*

UFW Pension Fund A Board of Trustees  
*Dana Carstensen Elmo DeSilva*  
*William Lawrence Diana Strickland*  
*Ulises Vergara*

**NOTICE OF A PROPOSED REDUCTION  
OF YOUR PENSION BENEFITS  
AND APPLICATION FOR PARTITION FOR THE  
UNITED FURNITURE WORKERS PENSION FUND A**

August 11, 2016

This notice is to inform you that, on July 1, 2016, the Board of Trustees of the United Furniture Workers Pension Fund A ("Board of Trustees") filed a complete application with the Pension Benefit Guaranty Corporation ("PBGC") requesting approval for a partition of the United Furniture Workers Pension Fund A, 13-5511877, Plan 001 ("the Plan"). On August 11, 2016, the Board of Trustees submitted an application to the U.S. Treasury Department for approval to reduce benefits under the Plan. This type of benefit reduction is allowed by the Federal law called the Multiemployer Pension Reform Act of 2014. The reduction is to be effective May 1, 2017 or such other date as may be established by the U.S. Treasury Department. To request a copy of the applications please contact the Fund Office by telephone 1-615-889-8860 or by letter at 1910 Air Lane Drive, Nashville, TN 37210.

You are getting this notice because you have a pension benefit under the Plan. **Attached to this notice is an individualized statement that describes the proposed reduction of your monthly payments.** This notice will also answer the following questions for you:

**A. Benefit Reductions ("Suspension"):**

1. Why is the Board of Trustees proposing to reduce benefits?
2. What will happen if the Plan runs out of money?
3. How did the Board of Trustees decide whose benefits to reduce and by how much?
4. What are the proposed reductions in benefits?
5. What comes next?

**B. Partition**

1. What is partition?
2. What are the rules for partition?
3. Why are partition and benefit reductions needed?
4. What is PBGC's multiemployer plan guarantee?
5. How will I know when PBGC has made a decision on the application for partition?
6. How do I obtain information on the application for approval to reduce benefits?

## **A. BENEFIT REDUCTIONS (“SUSPENSION”)**

### **1. *Why is the Board of Trustees proposing to reduce benefits?***

The Plan’s actuary estimated that, unless benefits are reduced, the Plan will not have enough money to pay benefits in the year 2021. This estimate is based on how much money the actuary expects the Plan to receive and to pay out each year. The Plan’s actuary estimated that, with the reduction of benefits that the Board of Trustees has proposed, the plan should not run out of money.

### **2. *What will happen if the Plan runs out of money?***

If the Plan does not have enough money to pay benefits, then only the amount guaranteed by the PBGC will be paid. You can find the amount of your benefit that is guaranteed by PBGC attached to this notice.

### **3. *How did the Board of Trustees decide whose benefits to reduce and by how much?***

Under Federal law, the Board of Trustees must apply the following rules to the proposed reduction:

- The total reduction in everybody’s benefits must be estimated to be large enough to keep the plan from running out of money but not larger than needed to do that.
- Your monthly benefit and the benefit of your beneficiary cannot be reduced below 110% of the amount guaranteed by PBGC.
- Disability benefits (as defined under the Plan) cannot be reduced.
- The benefits of people who are at least 80 years old on May 31, 2017 and their beneficiaries cannot be reduced.
- The benefits of people who are at least 75 years old on May 31, 2017 and their beneficiaries are partially protected, and the closer the person is to age 80 the less the benefits can be reduced.

### **4. *What are the proposed reductions in benefits?***

The Board of Trustees proposes a reduction of benefits for pensioners and future pensioners (except for disabled pensioners or pensioners over 80 years of age as of May 31, 2017) to 110% of the PBGC guarantee. (As indicated above, pensioners who are at least age 75 as of May 31, 2017 but not yet age 80 as of that date will have a partially protected pension benefit). This is the maximum allowable suspension permitted by law, which combined with partition, is necessary for the Fund to remain solvent. Therefore, all participants (except for the disability or age-based exceptions described above) are subject to the proposed benefit suspension.

The proposed suspension will remain in effect indefinitely and will not expire by its own terms. The effect of the proposed benefit suspension varies by participant and depends on

each individual participant's status, monthly benefit, service, and age. The percentage reduction ranges from 0% to 62.4%. Of the Fund's 9,896 total participants, 7,081 have no reduction. For the 2,815 that will have a reduction, the reduction is on average 12.7%. An estimate of the effect the suspension will have on your benefit is attached to this notice. The Plan's actuary estimates, based upon its assumptions, that the proposed suspension and partition will prevent the Plan from becoming insolvent.

**5. *What comes next?***

**Approval or denial of the suspension application by the Treasury Department**

The Treasury Department will review the suspension application to see whether it meets all of the legal requirements under Federal law. If the suspension application meets all of those requirements, the Treasury Department is required to approve the suspension application contingent on PBGC's approval of the partition application. If the suspension application does not meet the legal requirements, the Treasury Department will deny the suspension application. The Treasury Department will have 225 days after the suspension application is submitted to make a decision, which should be on or around March 30, 2017.

**You can get information from the Treasury Department**

More information about the proposed benefit reductions and a copy of the suspension application is available at [www.treasury.gov/mpra](http://www.treasury.gov/mpra)

The suspension application will be available on that website within 30 days after the Treasury Department receives it. The suspension application includes more information about the proposed reduction, including details about: 1) the Plan actuary's certification that the Plan will run out of money (that is, that the plan is in "critical and declining status"); 2) how the proposed reduction would satisfy the requirement that it be large enough so that the Plan is estimated not to run out of money, while not being larger than needed; and 3) the sensitivity of these estimates to the assumptions used.

The suspension application describes the steps the Board of Trustees has already taken to keep the Plan from running out of money and why the Board of Trustees believes that a benefit reduction is the only remaining option to keep the plan from running out of money. In addition, the suspension application explains why the Board of Trustees believes that the proposed reduction is spread fairly among the people who have a pension benefit under the plan.

The Treasury Department website will also provide updated information on the suspension application, such as whether the application has been updated or withdrawn.

For further information and assistance you can also write to the Treasury Department at the following address: Department of the Treasury Attn: MPRA Office, Room 1001 1500 Pennsylvania Avenue, NW Washington, DC 20220.

### You can comment on the application to reduce benefits

You can submit a comment on the suspension application by going to [www.treasury.gov/mpira](http://www.treasury.gov/mpira). Comments may also be mailed to the Department of the Treasury, at the address listed above. All interested parties can make comments, and the comments will be publicly available.

### Retiree Representative

If a plan has 10,000 or more participants, the Board of Trustees must select a retiree representative to advocate for the interests of retirees, beneficiaries, and deferred vested participants as part of this process. A plan is required to pay the reasonable expenses of the retiree representative.

The Board of Trustees is not required to select a retiree representative, because the Plan has fewer than 10,000 participants. The Board of Trustees has not chosen to select a retiree representative.

### Vote on the proposed benefit reduction

If the application for the proposed reduction of benefits is approved by the Treasury Department and the application for partition is approved by the PBGC, then you will have the opportunity to vote on the proposed reduction. Unless a majority of all participants and beneficiaries of the Plan vote to reject the reduction, the Treasury Department must allow the reduction of benefits to take effect. This means that not voting counts the same as a vote to approve the reduction.

## **B. PARTITION**

### ***1. What is partition?***

A multiemployer plan that is critical and declining status may apply to PBGC for an order that separates (i.e., partitions) and transfers the PBGC-guaranteed portion of certain participants' and beneficiaries' benefits to a newly-created successor plan. The total amount transferred from the original plan to the successor plan is the minimum amount needed to keep the original plan solvent. While the Board of Trustees will administer the successor plan, PBGC will provide financial assistance to the successor plan to pay the transferred benefits.

PBGC guarantees benefits up to a legal limit. However, if the PBGC-guaranteed amount payable by the successor plan is less than the benefit payable under the original plan after taking into account benefit reductions or any plan amendments after the effective date of the partition, Federal law requires the original plan to pay the difference. Therefore, partition will not further change the total amount payable to any participant or beneficiary.

## **2. *What are the rules for partition?***

Federal law permits, but does not require, PBGC to approve an application for partition. PBGC generally will make a decision on the application for partition within 270 days. A plan is eligible for partition if certain requirements are met, including:

- a. The pension plan is in critical and declining status. A plan is in critical and declining status if it is in critical status (which generally means the plan's funded percentage is less than 65%) and is projected to run out of money within 15 years (or 20 years if there are at least twice as many inactive as active participants, or if the plan's funded percentage is less than 80%).
- b. PBGC determines, after consulting with the PBGC Participant and Plan Sponsor Advocate, that the Board of Trustees has taken (or is taking) all reasonable measures to avoid insolvency, including reducing benefits to the maximum allowed under the law.
- c. PBGC determines that: (1) providing financial assistance in a partition will be significantly less than providing financial assistance in the event the plan becomes insolvent; and (2) partition is necessary for the plan to remain solvent.
- d. PBGC certifies to Congress that its ability to meet existing financial assistance obligations to other multiemployer plans (including plans that are insolvent or projected to become insolvent within 10 years) will not be impaired by the partition.
- e. The cost of the partition is paid exclusively from PBGC's multiemployer insurance fund.

## **3. *Why are partition and benefit reductions needed?***

The Plan is in critical and declining status, is 30.6% funded as of March 1, 2016, and is projected to become insolvent by October 2021. The Board of Trustees has taken reasonable measures to avoid insolvency, but has determined that these measures are insufficient and that the proposed partition and reduction of benefits combined are necessary for the Plan to avoid insolvency.

The Board of Trustees proposes to partition 100% of the liability associated with the terminated vested participants and 45% of the liability associated with those in payment status (retired, beneficiary, and disabled participants). This is the minimum amount necessary to transfer for the Plan to remain solvent. If instead the Plan is allowed to become insolvent, the benefits of all participants and beneficiaries whose benefits exceed the PBGC-guaranteed amount would be reduced to the PBGC-guaranteed amount.

If your benefit is fully or partially partitioned to the successor plan, then the original plan will pay the difference. Therefore, after taking into account any benefit reduction under the suspension provisions, partition will not affect the total amount payable to any participant or beneficiary.

**4. *What is PBGC's multiemployer plan guarantee?***

Federal law sets the maximum that PBGC may guarantee. For multiemployer plan benefits, PBGC guarantees a monthly benefit payment equal to 100 percent of the first \$11 of the Plan's monthly benefit accrual rate, plus 75% of the next \$33 of the accrual rate, times each year of credited service. PBGC's maximum guarantee, therefore, is \$35.75 per month times a participant's years of credited service.

PBGC guarantees vested pension benefits payable at normal retirement age, early retirement benefits, and certain survivor benefits, if the participant met the eligibility requirements for a benefit before plan termination or insolvency. A benefit or benefit increase that has been in effect for less than 60 months is not eligible for PBGC's guarantee. PBGC also does not guarantee benefits above the normal retirement benefit, disability benefits not in pay status, or non-pension benefits, such as health insurance, life insurance, death benefits, vacation pay, or severance pay.

**5. *How will I know when PBGC has made a decision on the application for partition?***

If PBGC approves the Board of Trustees' application for partition, PBGC will issue a notice to affected participants and beneficiaries whose benefits will be transferred to the successor plan no later than 14 days after it issues the order of partition. You may also visit [www.pbgc.gov/MPRA](http://www.pbgc.gov/MPRA) for a list of applications for partition received by PBGC and the status of those applications.

**6. *How do I obtain information on the application for approval to reduce benefits?***

The application for approval of the proposed reduction of benefits will be publicly available within 30 days after the Treasury Department receives the application. See [www.treasury.gov](http://www.treasury.gov) for a copy of the application, instructions on how to send comments on the application, and how to contact the Treasury Department for further information and assistance.

## **YOUR RIGHTS TO RECEIVE INFORMATION ABOUT YOUR PLAN AND ITS BENEFITS**

Your Plan's Summary Plan Description ("SPD") will include information on the procedures for claiming benefits, which will apply to both the original and successor plans until the Plan provides you a new SPD. You also have the legal right to request documents from the original plan to help you understand the proposed reduction to your benefits and partition and your rights such as:

- The plan document, trust agreement, and other documents governing the Plan;
- The latest SPD and summaries of material modification;
- The Plan's Form 5500 annual reports, including audited financial statements, filed with the U.S. Department of Labor during the last six years;
- The Plan's annual funding notices for the last six years;



- Actuarial reports (including reports submitted in support of the application for partition) furnished to the Plan within the last six years;
- The Plan's current Rehabilitation Plan, including contribution schedules; and
- Any quarterly, semi-annual or annual financial reports prepared for the Plan by an investment manager, fiduciary or other advisor and furnished to the Plan within the last six years.

If your benefits are transferred to the successor plan, you will be furnished a successor plan SPD within 120 days of the partition; and the plan document, trust agreement, and other documents governing the successor plan will be available for review following partition.

The plan administrator must respond to your request for these documents within 30 days, and may charge you the cost per page for the least expensive means of reproducing documents, but cannot charge more than 25 cents per page. The Plan's Form 5500 annual reports are also available free of charge at <http://www.dol.gov/ebsa/5500main.html>. Some of the documents also may be available for examination, without charge, at the plan administrator's office, your worksite, or union hall.

## **YOUR RIGHT TO CHALLENGE INCORRECT CALCULATIONS**

Please review the enclosed individualized statement that describes the proposed reduction of your monthly payments. If you think the Plan miscalculated the reduction to your benefits, then you have the right to submit a claim to the Plan to have the calculation corrected. The Plan's SPD tells you how to submit a claim. The SPD also describes your right to have a court review the Plan's final decision on your claim.

If you believe the information used to calculate your estimate at the end of this notice is wrong, please contact the Plan office using the contact information below.

## **CONTACT INFORMATION**

### ***Plan Contact Information***

For more information about this Notice, you may contact:

UFW Pension Fund A, 1910 Air Lane Drive, Nashville, TN 37210,

Email: [ufw.pfa@ufwip.com](mailto:ufw.pfa@ufwip.com), Phone: 615-889-8860.

### ***PBGC Contact Information***

Multiemployer Program Division, PBGC, 1200 K Street, NW, Washington, DC 20005-4026,

Email: [Multiemployerprogram@pbgc.gov](mailto:Multiemployerprogram@pbgc.gov)

Phone: 202-326-4000, Ext. 6535

### ***PBGC Participant and Plan Sponsor Advocate Contact Information***

Constance Donovan, PGBC, 1200 K Street, NW, Washington, DC 20005-4026

Email: [Advocate@pbgc.gov](mailto:Advocate@pbgc.gov)

Phone: 202-326-4488

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Application of the United Furniture  
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**APPENDIX B**

- Pension Fund's Designation of Power of Attorney.

**POWER OF ATTORNEY AND  
DECLARATION OF REPRESENTATIVES BEFORE  
THE DEPARTMENT OF THE TREASURY**

Applicant Information

Board of Trustees  
United Furniture Workers Pension Fund A  
1910 Air Lane Drive  
Nashville, TN 37210  
EIN: 13-5511877/PN: 001

Contact Person: Dec Anne Walker, Director  
Phone: (800) 800-8860  
Fax: (615) 391-0865  
[Ufw.pfa@ufwp.com](mailto:Ufw.pfa@ufwp.com)

The Board of Trustees of the United Furniture Workers Pension Fund A, the plan sponsor of the Pension Fund and the Applicant of this Benefits Suspension Application, by and through its Chairman of the Board, an authorized representative of the plan sponsor, hereby appoints the following representatives as attorneys-in-fact to represent the Applicant before the Department of the Treasury and perform acts related to attached Application dated August 11, 2016 for suspension of benefits under §432(e)(9) of the Internal Revenue Code of 1986, as amended.

Representative Information

Kyle Flaherty  
Bryan Cave LLP  
1290 Avenue of the Americas  
New York, NY 10104  
Phone: (212) 541-2134  
Fax: (212) 541-1358  
[kpflaherty@bryancave.com](mailto:kpflaherty@bryancave.com)

Christian Benjaminson  
Cheiron  
1000 Atrium Way, Suite 403  
Mount Laurel, NJ 0805  
Phone: (703) 893-1456 ext. 1002  
Fax: (609) 257-0093  
[cbenjaminson@cheiron.us](mailto:cbenjaminson@cheiron.us)

Send copies of notices and communications to representative? **YES**

With the exception of the acts described below, I authorize my representatives to receive and inspect my confidential information and to perform acts that I can perform with respect to the attached Benefits Suspension Application dated August 11, 2016 submitted in accordance with §432(e)(9) of the Code. For example, these representatives shall have the authority to sign any agreements, consents or similar documents related to the Benefits Suspension Application.

Redacted by the U.S. Department of the Treasury

Harry Boot, Chairman  
United Furniture Workers Pension Fund A  
Board of Trustees

August 11, 2016

Declaration of Representative:

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

- I am not currently suspended or barred from practice before the Internal Revenue Service;
- I am authorized to represent the Applicant for the matters specified in this Power of Attorney and Declaration of Representative; and
- I am an attorney and member in good standing of the bar of New York.

Redacted by the U.S.  
Department of the Treasury

Kyle Flaherty, Esq.  
Bryan Cave LLP

August 11, 2016

Declaration of Representative:

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

- I am not currently suspended or barred from practice before the Internal Revenue Service;
- I am authorized to represent the Applicant for the matters specified in this Power of Attorney and Declaration of Representative; and
- I am (a) an enrolled actuary – enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

Redacted by the U.S. Department of the Treasury

Christian Benjaminson  
Cherion

August 11, 2016

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Application of the United Furniture  
Workers Pension Fund A for Approval  
Of Suspension of Benefits

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EIN: 13-5511877/PN:001  
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**APPENDIX C**

- Excerpts of Collective Bargaining Agreements and Side Agreements.

**United Furniture Workers Pension Fund A**  
**(EIN: 13-5511877 / PN: 001)**  
**PBGC Regulation §4233.5(i)**

<u>Participating Employer</u>	<u>Number of Participants as of March 1, 2016</u>
UFW Insurance	9
UFW Pension	5
Local 76B	1
Local 262	1
Local 9400	1
Bauerschmidt & Sons	18
Bielecky Brothers	1
Office Furn. Svc.	3
Rollhaus Seating Products	2
Viziflex Seels, Inc.	3
Sealy Mattress	202
Rollhaus Seating Products	3
Matos Refrigeration	4
Premier Restoration	12
Vitobob	2
Westside Wood	7
Steinway & Sons	362
Eastern Wood Prod.	6
Pennsylvania Bedding	40
Klise Mfg.	9
Sealy Mattress	155
Simmons Company	117
Architectural Plywood	5
Sealy Mattress	108
TOTAL	1,076

AGREEMENT

between

UNITED FURNITURE WORKERS INSURANCE FUND

UNITED FURNITURE WORKERS PENSION FUND A

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
AFL-CIO, DISTRICT 711  
And its affiliated Local Lodge Number 1640

anniversary date. Once vacation time has been carried over, the employee forfeits the right to cash out on "banked" vacation days. If an active employee dies prior to using any or all of their vacation entitlement for that year, the cash value of their unused entitlement will be paid to their listed beneficiary, if any, or to their estate.

Section 5 - Employees who quit or tender resignation without proper two (2) weeks' notice shall forfeit accrued vacation pay.

Section 6 - When an employee is reimbursed accrued paid vacation time, this shall be "bonus in lieu of wages" and shall not be considered in calculating fringe benefits, such as pension, insurance, etc.

#### **ARTICLE XI - PERFECT ATTENDANCE**

Section 1 - An employee who has two consecutive calendar months of perfect attendance with no time docked, except for approved unpaid union leave as per Article VII, Section 1, and no time charged, except for vacation of no less than five (5) consecutive vacation days, shall receive one and one-half (1½) full day's pay, provided they have completed their probationary period. The one and one-half (1½) day's pay should be paid within the following two (2) pay periods.

#### **ARTICLE XII - INSURANCE AND PENSION**

Section 1 - All employees shall receive the United Furniture Workers Insurance Fund, United Furniture Workers Pension Fund A and United Furniture Workers Employees Pension Fund programs presently



provided. Upon completion of the employee's probationary period, contributions to the Insurance Fund will begin. The monthly Insurance contribution rates for all employees will be:

	<u>Single</u>	<u>Employee+1</u>	<u>Family</u>
Effective June 1, 2013	\$1,128.00	\$1,783.00	\$2,269.00
Effective June 1, 2014	\$1,180.00	\$1,894.00	\$2,425.00
Effective June 1, 2015	\$1,248.00	\$2,020.00	\$2,595.00

Effective June 1, 2013, the employees eligible for insurance coverage will continue to contribute the following amounts on a weekly basis, in accordance with their type of coverage, to be deducted from their payroll check.

Single: \$10 per week   Employee+1: \$20 per week   Family: \$30 per week

The employer will make the following contributions to the UFW Pension Fund A and UFW Employees Pension Fund on behalf of employees upon completion of their probationary period.

UFW Pension Fund A	3% of gross wages
UFW Employees Pension Fund	10% of gross wages

Section 2 - The Funds will require an employee to begin paying their insurance contributions after they are out on an approved disability leave for eight weeks.

#### ARTICLE XIII - WAGES

Section 1 - In lieu of a wage increase, all employees will receive a one-time bonus of \$500 on the pay period immediately following June 1, 2013.

terms of this Agreement shall continue if effective thereafter until either party gives to the other written notice of termination.

LOCAL LODGE NO. 1640 OF THE  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE  
WORKERS, AFL-CIO, DISTRICT  
711

Redacted by the U.S.  
Department of the  
Treasury

Mike Lee  
Business Representative

Redacted by the U.S. Department  
of the Treasury

Julia Stidham  
Local Lodge Chief Steward

UNITED FURNITURE WORKERS  
INSURANCE FUND AND UNITED  
FURNITURE WORKERS PENSION  
FUND A

Redacted by the U.S. Department of the  
Treasury

Harry Boot  
Chairman

Redacted by the U.S.  
Department of the Treasury

Dee Anne Walker  
Secretary-Treasurer/Director

AGREEMENT TO CONTRIBUTE

The undersigned employer hereby agrees to make contributions effective July 23, 1981, on behalf of its employees to the UFW PENSION FUND A at the following rate:

5% of gross monthly payroll.

This Agreement may be changed by the employer only by giving written notice to the Trustees of the Fund.

DATED: 9/1/81

Agreed to:

Redacted by the U.S. Department of the Treasury

UFW PENSION FUND A TRUSTEE

Redacted by the U.S.  
Department of the Treasury

LOCAL 76B-92-76, UFWA, AFL CIO  
Division Local 76

Pres.  
Title

SEP 4 1981

AGREEMENT TO CONTRIBUTE

The undersigned employer hereby agrees to make contributions effective July 18, 1980 on behalf of its employees to the UFW PENSION FUND A at the following

rate: 5.0% (4.5%)  
8% of gross monthly payroll

This Agreement may be changed by the employer only by giving written notice to the Trustees of the Fund.

DATED: 8/18/83

Redacted by the U.S. Department  
of the Treasury

LOCAL 262, UFWA, AFL-CIO

Agreed to:

Secretary - [Signature]  
Title

Redacted by the U.S. Department of the  
Treasury

UFW PENSION FUND A TRUSTEE

25 per cent  
voluntary

AGREEMENT TO CONTRIBUTE

Local 1010, FWD/IUE, AFL-CIO agrees to contribute 2% of gross wages on a monthly basis for its employees to the United Furniture Workers Pension Fund A.

Local 1010 agrees that all payments will be made on the 10th day of the month following the month in which contributions are being made.

now Local 9406

LOCAL 1010, FWD/IUE, AFL-CIO

By: [Redacted by the U.S. Department of the Treasury]

Jose Villarreal

Title: President

Date: SEPT. 20, '94

UNITED FURNITURE WORKERS  
PENSION FUND A

By: [Redacted by the U.S. Department of the Treasury]

Willie Rudd

Title: Chairman

Date: September 6, 1994

(Jose Villarreal - effective February 12, 1994)  
(Griselda Luevano - effective July 1, 1994)

AGREEMENT made as of the 1st day of September, 1997, by and between the AMALGAMATED INDUSTRIAL UNION LOCAL 76B AND ITS DIVISIONS (LOCAL 76B Division) of the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, located at 150-47 Hillside Avenue, Jamaica, New York, hereinafter referred to as the "UNION" and BAUERSCHMIDT & SONS, INC., located at 119-20 Merrick Boulevard, Jamaica, New York hereinafter referred to as the "EMPLOYER".

WITNESSETH:

The parties hereto in consideration of mutual promises, covenants and other good valuable consideration, agree as follows:

FIRST: EMPLOYERS PARTICIPATION

(a) This Agreement shall be binding upon the Union and the Employer and each and every partner, if it is a partnership, and/or each officer and stockholder of a corporation if it is a corporation.

(b) The Employer obligates itself and each and every partner if it is a partnership or each and every officer and stockholder of a corporation if it is a corporation that each will live up to in good faith the terms and provisions of this Agreement and the Union obligates itself that it will live up to the terms and provisions in this Agreement.

(c) The word "Employer", whenever used in this Agreement is intended to apply to each Employer and the individuals connected therewith as stated in (a) and (b) herein as same has been signatory to this Agreement.

SECOND: UNION RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive representative and bargaining agent of all the employees of the said Employer engaged in any and all work that may be necessary in the manufacture and assembly of furniture in all of its branches and all other production work in its plant, excluding clerical help, designers, artists, executives and supervisory employees.

THIRD: UNION SECURITY

(a) All present employees who are members of the Union shall maintain their membership in good standing in the Union as a condition of continued employment during the term of this Agreement.

(b) All present employees who are not members of the Union shall become members of the Union thirty (30) days after the effective date of this Agreement or after the execution of this Agreement, whichever is later, and shall thereafter maintain their

TWENTY-FIFTH: UNITED FURNITURE WORKERS PENSION PLAN A

A. The Employer agrees for the duration of this Agreement to contribute monthly on or before the 10th day of each month to the United Furniture Workers Pension Plan A, (hereinafter "Pension Fund") in trust, a sum equal to six and one-half (6-1/2%) percent of its previous months gross payroll (before deduction for taxes) including vacation, holiday, bereavement, overtime, sick pay, call in pay, and jury duty pay of all of the employees covered by this Agreement and remit together with such payment a monthly payroll report showing the weekly earnings as well as the vacation, holiday, bereavement, overtime, sick pay, call-in pay and jury duty pay to which such employees were entitled during such period on forms to be supplied to the Employer by the Pension Fund for the purpose of providing pension benefits for employees.

B. It is understood and agreed that the assets of the Pension Fund will be held and managed by the Trustees thereof under the terms and provisions of an Agreement and Declaration of Trust and that the Employer will have no obligation with respect to the application of the money paid to the Trustees pursuant to the terms of subdivision "A" hereof.

C. The Employer agrees to make available to the Union and/or the Trustees of the Pension Fund upon written notice, any and all books and records of the Employer relating to the names, classifications, and Social Security numbers of employees covered by the terms of this Agreement, the amounts of wages, vacation, holiday, bereavement, overtime, sick pay, call-in pay and jury duty pay paid to all of the employees covered by the terms of this Agreement and whatever books or records the Union and/or the Trustees of the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund.

D. Title to all monies paid into the Pension Fund will be vested and remain exclusively in the Trustees of the Pension Fund and the parties hereto agree that either the Union or the Trustees of the Pension Fund or both shall have the right in their sole discretion to take any action necessary to collect any contributions or monies due and owing to the Pension Fund and to secure delinquent reports including but not limited to submitting the matter to arbitration provisions of this Agreement or instituting legal action in the courts.

E. The Employer hereby consents to all of the provisions of the Agreement and Declaration of Trust establishing the Pension Fund as amended to date and as such provisions may be amended from time to time hereafter.

Since the above has been mutually agreed to, enclosed is a memorandum of agreement in duplicate for your signature. Kindly sign one and return to me as soon as possible.

If you have any questions or comments regarding the above, please do not hesitate to contact me at the Union office.

Sincerely,

Redacted by the U.S. Department of the Treasury

Isabel Pietri  
President

ip/mdc  
opeiu: 153  
cc: Peter Patrenicola



AGREEMENT made as of May 1, 2006, by and between the AMALGAMATED INDUSTRIAL UNION LOCAL 76B AND ITS DIVISIONS (Local 76B Division), of the IUE-CWA, AFL-CIO, located at 150-47 Hillside Avenue, Jamaica, New York, hereinafter referred to as the "UNION" and BIELICKY BROS., INC., located at 50-22 72nd Street, Woodside, New York, hereinafter referred to as the "EMPLOYER".

WITNESSETH:

The parties hereto in consideration of mutual promises, covenants, and other good and valuable considerations agree as follows:  
business.

FIRST: UNION SECURITY

(a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all its production employees, excluding supervisors, office employees and drivers.

(b) All present employees who are members of the Union shall maintain their membership in good standing in the Union as a condition of continued employment during the term of this Agreement.

(c) All present employees who are not members of the Union shall become members of the Union ninety (90) days after the effective date of this Agreement or after the execution of this Agreement, whichever is later, and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment during the remainder of the term of this Agreement.

(d) All new employees hereafter hired shall become members of the Union ninety (90) days after the beginning of such employment and shall thereafter maintain their membership in good standing in the Union as a condition of continued employment during the remainder of the term of this Agreement.

(e) The Employer may hire new employees from any source whatsoever; it being understood, however, that the Employer will not in any instance discriminate against Union members in respect to hiring or filling of vacancies.

(f) Part-time workers (twenty (20) hours or less) are not required to enroll in the Union.

SECOND: TRIAL PERIOD

The Employer is entitled to a trial period of ninety (90) days.

THIRD: SHOP CHAIRMAN

There shall at all times be in the shop a shop chairman and shop committee elected by the employees at a regular meeting of the workers of the shop in the presence of a Union representative. The shop chairman and the shop committee shall not be

by law

NINETEENTH. UNITED FURNITURE WORKERS PENSION PLAN A

A. The Employer ~~agrees~~ for the duration of this Agreement to contribute monthly on or before the 10th day of each month to the United Furniture Workers Pension Plan A, (hereinafter "Pension Fund") or to any other or different Fund designated by the Union (Amalgamated Industrial Union Local 76B And Its Divisions), in trust, a sum equal to four (4%) percent of its previous months gross payroll for those eligible and qualified employees (before deductions for taxes) including vacation, holiday, bereavement, overtime, sick pay, call in pay, and jury duty pay of all of the employees covered by this Agreement and remit together with such payment a monthly payroll report showing the weekly earnings as well as the vacation, holiday, bereavement, overtime, sick pay, call-in pay and jury duty pay to which such employees were entitled during such period on forms to be supplied to the Employer by the Pension Fund. The aforementioned contributions will be utilized by the Pension Fund for the purpose of providing pension benefits for employees.

B. It is understood and agreed that the assets of the Pension Fund will be held and managed by the Trustees thereof under the terms and provisions of an Agreement and Declaration of Trust and that the Employer will have no obligation with respect to the application of the money paid to the Trustees pursuant to the terms of sub-division "A" hereof.

C. The Employer agrees to make available to the Union and/or the Trustees of the Pension Fund upon written notice, any and all books and records of the Employer relating to the names, classifications, and Social Security numbers of employees covered by the terms of this Agreement, the amounts of wages, vacation, holiday, bereavement, overtime, sick pay, call-in pay and jury duty pay paid to all of the employees covered by the terms of this Agreement and whatever books or records the Union and/or the Trustees of the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund.

D. Title to all monies paid into the Pension Fund will be vested and remain exclusively in the Trustees of the Pension Fund and the parties hereto agree that either the Union or the Trustees of the Pension Fund, or both, shall have the right in their sole discretion to take any action necessary to collect any contributions or monies due and owing to the Pension Fund and to secure delinquent reports including but not limited to submitting the matter to arbitration provisions of this Agreement or instituting legal action in the courts.

E. The Employer hereby consents to all of the provisions of the Agreement

BIELECKY BROS., INC.

Redacted by the U.S.  
Department of the Treasury

BY

10/16/07

**OFFICE FURNITURE SERVICE, INC./LOCAL 76B**  
**MEMORANDUM OF AGREEMENT**

It is hereby agreed this \_\_\_\_\_ day of December, 2010, by and between Office Furniture Service, Inc. (hereinafter the "Employer") and Amalgamated Industrial Union Local 76B and its Divisions (hereinafter the "Union") that terms of the existing collective bargaining agreement are extended up to and including December 31, 2013 with the following modifications:

1. Effective December \_\_\_\_, 2010, the Employer hereby adopts the Preferred Schedule as set forth in the Pension Fund's First Amended Rehabilitation Plan, as specified below:

- A. Effective January 1, 2011, the Employer will increase its contribution to the United Furniture Pension Fund "A" (the "Pension Fund") by an amount equal to 5.5% of (i) the contributions that would have been required under its prior collective bargaining agreement and (ii) the amount of any surcharge required pursuant to ERISA Section 305(e)(7).
- B. Effective March 1, 2011 the Employer will increase its contribution to the Pension Fund by an amount equal to 5.5% of the amount that would have been required pursuant to paragraph 1(A).
- C. Effective March 1, 2012 the Employer will increase its contribution to the Pension Fund by an amount equal to 5.5% of the amount that would have been required pursuant paragraph 1(B).
- D. Effective March 1, 2013 the Employer will increase its contribution to the Pension Fund by an amount equal to 5.5% of the amount that would have been required pursuant paragraph 1(C), which rate shall continue until the termination of this Agreement.

Notwithstanding anything herein, any declaration of trust, the Preferred Schedule as set forth in the Pension Fund's First Amended Rehabilitation Plan, any amendments thereto, or any other document, the contribution rates shall not be increased beyond the amounts set forth herein. In the event the Pension Fund or application of law purport to require an increase beyond the amounts set forth herein or beyond the time periods set forth herein, the Union and the Employer agree to meet and discuss such possibility as well as potential reductions in labor costs to offset such increases. In no event shall Pension Fund's Default Schedule be imposed without first giving the Employer notice and a reasonable opportunity to cure any claimed defect set forth in the schedule above.

2. Section "SEVENTEENTH: CALL-IN PAY" of the collective bargaining agreement, dated September 1, 1997, shall be modified to limit any obligation for call in

CC: D, SR, PW, Kew

E. Employees who were employed as full-time regular employees prior to August 1, 2007 shall be permitted to opt out of coverage, in which case the Employer shall not be required to make any contribution on behalf of said employee and the Employer shall pay the employee 75% of the single contribution rate for any month the Employer would have otherwise been required to make contributions on behalf of the employee.

F. No Fund contributions shall be made on behalf of employees hired on or after August 1, 2007."

6. All other terms and provisions of the prior Collective Bargaining Agreement (including the MOA's dated November 12, 2003 and July 23, 2006) not conflicting with the provisions set forth herein shall continue unchanged.

AMALGAMATED INDUSTRIAL  
UNION LOCAL 76B AND ITS DIVISIONS,  
A.F.L.-C.I.O

OFFICE FURNITURE SERVICE,  
SERVICE, INC.

Redacted by the U.S. Department  
of the Treasury

By:

Elmo DeSilva, Secretary Treasurer

Redacted by the U.S.  
Department of the

By:

Salomo Simbsum, President

Roll House Prod.  
76+ 76B

MEMORANDUM OF AGREEMENT

The undersigned parties do hereby agree as follows:

Existing contract between the undersigned parties which expired August 31, 1993, shall be renewed and modified as follows and except as herein otherwise modified shall continue in force:

1. This Agreement shall continue for a three (3) year period commencing September 1, 1993 up to and including August 31, 1996.

2. For the contract year commencing September 1, 1993, and terminating August 31, 1994, there shall be no wage increase for the employees.

Effective September 1, 1994, all employees shall receive wage increase of two (2%) percent of their then existing rate of pay.

Effective September 1, 1995, all employees shall receive wage increase of two (2%) percent of their then existing rate of pay.

3. Effective September 1, 1993, the contribution to the Amalgamated Industrial Union Local 76B Health And Welfare Fund, or to any other or different Fund designated by the Union (Amalgamated Industrial Union Local 76B And Its Divisions) shall be Two Hundred and Seventy Three Dollars and Ninety One Cents (\$273.91) per member per month.

Effective September 1, 1994, the contribution to the Amalgamated Industrial Union Local 76B Health And Welfare Fund, or to any other or different Fund designated by the Union, shall be increased to Three Hundred and Twenty Five Dollars and Eighteen Cents (\$325.18) per member per month.

Effective September 1, 1995, the contribution to the Amalgamated Industrial Union Local 76B Health And Welfare Fund, or to any other or different Fund designated by the Union, shall be increased to Three Hundred and Seventy Nine Dollars and Ninety Eight Cents (\$379.98) per member per month.

4. Effective September 1, 1993, the contribution to the Unit Furniture Workers Pension Plan A shall be two (2%) percent of the gross payroll.

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12/20/93

Effective August 1, 1996, the Employer shall increase its contribution to the United Furniture Workers Pension Plan A, to the rate that was paid in the previous contract, to five and one-half (5 1/2%) percent of the gross payroll.

5. Effective September 1, 1993, the employees shall be entitled to two (2) less holidays each year of this Agreement, said two (2) days to be mutually agreed upon between the Employer and the employees.

6. To be eligible for holiday pay, employees must work the scheduled work day before and the scheduled work day after the paid holiday unless the employee is absent by reason of illness, layoff or other legitimate reason acceptable to the Union and the Employer.

7. Employees to be paid for overtime only after the completion of forty (40) hours per week.

8. The Employer may elect, at its option, to switch to the National Health Insurance Program, when it becomes available, as long as said program offers the same benefits provided by the Amalgamated Industrial Union Local 76B Health And Welfare Fund, or any other or different Fund designated by the Union.

(LOCAL 76 DIVISION)

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B AND ITS DIVISIONS,  
of the International Union of  
Electronic, Electrical,  
Salaried, Machine and Furniture  
Workers, AFL-CIO

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BY: Treasury

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BY: Department of the

AGREEMENT made as of the 25th day of June, 2011, by and between the AMALGAMATED INDUSTRIAL UNION LOCAL 76B AND ITS DIVISIONS, (LOCAL 76B DIVISION) of the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, located at 150-47 Hillside Avenue, Jamaica, New York, 11432, hereinafter referred to as the "UNION" and VIZIFLEX SEELS, INC. (formerly known as Multiflex Seals), located at 221 Grace Place, Hackensack, NJ 07610, hereinafter referred to as the "EMPLOYER".

WITNESSETH:

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I: RECOGNITION

The Employer recognizes and acknowledges the Union as the sole and exclusive bargaining agent for all of its full time production and maintenance employees with respect to wages, hours and conditions of employment, excluding executives, supervisors, office and clerical employees, tool and die makers, professional and technical employees, watchmen and guards, and all other supervisory employees as defined in the Labor-Management Relations Act, as amended.

ARTICLE II: UNION SECURITY

(a) All present employees and those hired in the future except those employees excluded in ARTICLE I hereof employed by the Employer, shall on the 30th day following the beginning of their employment, or the signing of this Agreement, whichever is later, be and remain members of the Union in good standing as a condition of employment.

(b) New employees, if hired, shall be on a trial basis for a period of sixty (60) days. The Employer may request an additional trial period of thirty (30) days in writing. Thereafter, they shall be deemed regular employees and shall be required to become members of the Union as a condition of continuing their employment.

(c) Nothing contained in this Agreement shall be construed to prevent a supervisory employee from performing any work within that covered by the bargaining unit employees. It being understood and agreed, however, that the Employer will not have supervisory employees do bargaining unit work for the purpose of terminating the



- (3) There shall be no Union activity on Company time, except as otherwise herein provided.
- (4) The applicable procedures of this Agreement will be followed for the settlement of all grievances.
- (5) There shall be no interference with the rights of employees to become or continue to be members of the Union.
- (6) There shall be no discrimination, restraint or coercion against any employee because of membership in the Union.

#### ARTICLE XXI: GRIEVANCE PROCEDURE

(a) If any complaint, dispute, grievance or other questions concerning the meaning, application, interpretation or alleged violation of this Agreement arises between the parties hereto, an earnest effort shall be made to adjust and settle such complaint, dispute and grievance or other matter by negotiations between the parties within forty-eight (48) hours after notice thereof is given in writing by the party aggrieved to the other.

(b) Such notice shall be sent no later than five (5) days after the problem arises and in the event such notice is not given, the matter shall be deemed withdrawn.

(c) In the event that notice has been given and the parties have been unable to settle the same to their mutual satisfaction, either party may refer the matter or matters in any dispute to the New Jersey State Board of Mediation located at 50 Park Place, Newark, New Jersey. The Award made by the arbitrator designated by the New Jersey State Board of Mediation shall be final and binding upon both parties. The cost of arbitration, if any, shall be borne equally by the Employer and the Union.

#### ARTICLE XXII: SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefits of the respective parties and their legal representatives, successors and assigns.

#### ARTICLE XXIII: UNITED FURNITURE WORKERS PENSION PLAN A

Effective January 1, 2008, the Employer agrees for the duration of this Agreement to contribute monthly on or before the 10th day of each month to the United Furniture Workers Pension Plan A (hereinafter "Pension Fund"), in trust, the sum of five cents (\$.05) per hour for each hour worked by the covered employees, including vacation, holiday, bereavement, overtime, sick pay, call in pay, and jury duty pay of all the

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by the 10-1-12

This Agreement shall become effective as of June 25, 2014, and shall expire on June 24, 2011. It shall be automatically renewed from year to year thereafter unless modified or terminated by either party giving to other not less than sixty (60) days written notice, by registered mail, prior to the next termination date of its desire to modify or terminate this Agreement. Should said sixty (60) days notice be given, joint conference between the parties shall commence at least thirty (30) days before the termination date, for negotiation purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper officers.

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B AND ITS DIVISIONS  
(LOCAL 76B Division) of the International  
Union of Electronic, Electrical, Salaried,  
Machine and Furniture Workers, AFL-CIO  
Redacted by the U.S. Department  
of the Treasury

BY:

VIZIFLEX SEELS, INC.

Redacted by the U.S. Department of  
BY: the Treasury

AGREEMENT

BETWEEN

SEALY MATTRESS COMPANY OF NEW JERSEY, INC. NEW PENSION FUND A

- and -

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B AND ITS DIVISIONS

INTERNATIONAL UNION OF ELECTRICAL WORKERS, AFL-CIO

May 1, 2014- April 30, 2018

\* \* \* \*

INDEX

<u>DESCRIPTION</u>	<u>ARTICLE NO.</u>	<u>PAGE</u>
DURATION	25	21
EMPLOYER WORKING	13	8
ESTABLISHMENT OF NEW CLASSIFICATIONS	22	18
GRIEVANCE AND ARBITRATION	14	9
HOLIDAYS	8	5
INCENTIVE STANDARDS	21	17
INSURANCE	19	14
JOB POSTINGS	23	19
LEAVES OF ABSENCE	18	13
MANAGEMENT PREROGATIVES	1	1
METHOD OF PAYMENT	4	4
MILITARY SERVICE	15	10
MISCELLANEOUS	24	19
NO STRIKES OR LOCKOUT	10	7
OVERTIME-REST PERIOD	5	4
PENSION	20	15
REPORTING PAY	6	5
SENIORITY	17	12
SHOP CHAIRMAN - SHOP COMMITTEE	11	8
TRIAL PERIOD AND DISCHARGE	9	6
UNION LABEL	15	10
UNION RECOGNITION, UNION SECURITY & CHECKOFF	2	2
VACATION	16	11
VISITATION RIGHTS	12	8
WAGES	7	5
WORK WEEK	3	3

APPENDIX A WAGE INCREASES  
APPENDIX B WAGE RATES

	<u>Single</u>	<u>Single +1</u>	<u>Family</u>
<u>Effective 5/1/14</u>			
Currently Enrolled	\$7	\$7	\$7
New Enrollees	\$7	\$12	\$16
<u>Effective 5/1/16</u>			
Enrolled Prior to 5/1/14	\$9	\$9	\$9
Enrollees Since 5/1/14	\$9	\$14	\$18

d) Employees who do not receive a paycheck (e.g., on a personal or medical leave of absence) but who have medical insurance coverage must make arrangements for the payment of their share of the premium.

e) The Employer shall make payments directly to the State Fund in accordance with New Jersey State regulations pertaining to sickness and accident benefits.

Those employees who qualify for sickness and accident benefits from the State and/or private insurance plan and who do not receive payment for the first week from the State and/or private insurance plan, shall be paid by the Employer a matching weekly disability benefit amount for this week.

#### ARTICLE 20. PENSION

The parties hereto recognize the necessity of providing for the financial security of the employees covered by this Agreement upon their retirement from industry because of old age. For that purpose it is agreed as follows:

a) The Employer agrees to pay monthly on or before the tenth day of each month, a sum equal to four percent (4%) of the previous month's gross payroll of his employees covered by this Agreement, who have completed their probationary period to Plan A Pension Fund to be

**ARTICLE 25. DURATION**

This Agreement shall become operative on the first day of May 2014, and shall continue in full force and effect up to and including the 30th day of April, 2018 and shall automatically renew itself for an additional period of one (1) year unless either party gives to the other sixty (60) days notice in writing prior to the expiration date of the Agreement, of its intention to terminate the same on the expiration date.

In the event such notice of termination is given by either party herein, it is understood and agreed that a committee of the Union and the Employer shall meet no later than ten (10) days following receipt of such notice of termination to discuss and mutually endeavor to agree as to the terms and conditions of an Agreement to be made for the ensuing years by the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals and cause these presents to be executed by their duly authorized officers this 13<sup>th</sup> day of June, 2014.

SEALY MATTRESS COMPANY OF  
NEW JERSEY, INC.

Redacted by the U.S. Department  
of the Treasury

By: 

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B, AFL-CIO and its Divisions

Redacted by the U.S. Department of  
the Treasury

By:   
  
\_\_\_\_\_  
  
\_\_\_\_\_

AGREEMENT made and entered into this 1st day of May, 2008, by and between AMALGAMATED INDUSTRIAL UNION LOCAL 76B AND ITS DIVISIONS (Local 140 Div.) of the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL-CIO, located at 150-47 Hillside Avenue, Jamaica, New York 11432, hereinafter referred to as the "Union," for and on behalf of itself and its members now employed or hereafter to be employed by the Employer and collectively designated as "Employees," and MATOS REFRIGERATION, INC., located at 2016 7th Avenue, New York City, New York, hereinafter referred to as the "Employer".

WITNESSETH:

WHEREAS, the parties hereto desire to cooperate in establishing conditions in the industry which will secure to the workers a living wage and improve the standards of labor and to provide methods of fair and peaceful adjustment of all disputes that may arise between the parties; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Union and the Employer as follows:

ARTICLE ONE: UNION RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive bargaining agency for all of its employees, excepting office help, chauffeurs, nonworking foremen and salesmen.

ARTICLE TWO: UNION MEMBERSHIP

(a) All present employees within the bargaining unit shall, thirty (30) days from the effective date of this Agreement, become and remain members of the Union in good standing as a condition of continuing in the employ of the Employer. All new employees within the bargaining unit shall, thirty (30) days after the date of hiring, become and remain members of the Union in good standing.

(b-1) Upon request made by the Employer to the Union for new help, the Union agrees to refer to the said Employer applicants for employment. In the event that the Union is unable to supply such help, the Employer shall be free to obtain new help from any other available source.

(b-2) The selection of applicants for referral to Employers shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, bylaws, rules, regulations, constitutional provisions or any other aspect or obligation of Union membership, policies or requirements.

grievance or controversy is not reached as a result of Step (a), the same may be submitted by either party to an arbitrator designated by the New York State Board of Mediation for arbitration. The decision of the arbitrator shall be final and binding upon the Parties.

(c) If any party to this Agreement shall fail, neglect or refuse to appear in any arbitration proceeding, then and in that event, it is agreed that such arbitration may, nevertheless, proceed to final determination upon the evidence present thereat. Notwithstanding any other provision of this contract, if an Employer shall fail, neglect or refuse to appear at any arbitration proceeding after service upon of a ten day notice, as required by the law of the State of New York, the Union may stop work in the Employer's shop and the Employer shall be responsible for all time lost by his workers. In the event any party to this Agreement should urge that for any reason any dispute submitted to arbitration by another party is not arbitrable under the laws of the State of New York, the arbitrator shall have the sole and exclusive authority to determine the arbitrability of such dispute.

(d) In the event that an application for discharge by the Employer is made to the New York Mediation Board, the arbitrator shall hear and determine said case within said seven (7) day period, the Board will promptly so notify the parties and at the same time submit a panel, said submission to be by telephone. If the parties do not agree upon a member of said panel within 48 hours of receipt of same, the Board shall designate an arbitrator who will proceed on an expedited basis. Either the Union or the Employer may request that the same procedure apply to any other grievance hereunder.

#### ARTICLE TWENTY-EIGHT: PENSION PLAN

The Company will pay to the United Furniture Workers Pension Plan A, 1910 Air Lane Drive, Nashville Tennessee 37210, or to any other or different Fund designated by the Union (Amalgamated Industrial Union Local 76B And Its Divisions) a sum equal to four and three-fourths (4 3/4%) percent of the gross payroll for each employee covered in the bargaining unit. The contributions shall be paid for the purpose of providing to the employees a pension and/or other benefits as outlined in the rules and provisions of the United Furniture Workers Pension Plan A, or any other or different Fund designated by the Union.

The contributions calculated, as above described, shall be paid to said Fund, at the address indicated, no later than the 10th day of the month following the month for which the contribution is due and for each succeeding month for the duration of this contract.

The Employer agrees to make available to the Union and/or the United Furniture

Paragraph TWENTY-EIGHT and TWENTY-NINE hereof for the purpose of securing an increase in the Employer contribution therein provided. In the event of an inability to agree upon changes in said paragraph, the disagreement between the parties shall be submitted to arbitration in the manner set forth in Paragraph TWENTY-SEVEN hereof.

ARTICLE THIRTY-TWO: SEVERABILITY

This Agreement is severable, and should any of the provisions of this Agreement be held or adjudged illegal or in violation of any present or future laws, such adjudication shall not invalidate any other portion or provision of the contract, nor relieve either of the parties hereto from its liabilities and obligations thereunder, or limit the rights of either party hereto of any other provisions of the Agreement, but the same shall continue in full force and effect.

ARTICLE THIRTY-THREE: TERM

This Agreement shall become effective on the date first above written and shall remain in full force and effect for a period of three years, ending April 30, 2011.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B AND ITS DIVISIONS  
IUE-CWA, AFL-CIO

BY:

Redacted by the U.S. Department  
of the Treasury

MATOS REFRIGERATION, INC.

BY:

Redacted by the U.S.  
Department of the Treasury



INDEX

Premier

<u>ARTICLE</u>	<u>ARTICLE NO.</u>	<u>PAGE NO.</u>
ANNUITY	XXII	10
DELINQUENT CLAUSE	XX	9
DISCHARGE	V	2
DUES AND INITIATION FEES	III	2
DURATION OF CONTRACT	XXIII	10
GRIEVANCE PROCEDURE	XVII	7
HOLIDAYS	X	4
HOURS OF WORK -- REST PERIODS	VI	3
MANAGEMENT RIGHTS	XIX	8
MISCELLANEOUS	XVIII	8
NO STRIKE--LOCKOUTS	XIV	6
OVERTIME	IX	4
PLANT VISITATION	XIII	5
REPORTING TIME	XI	5
SENIORITY	XVI	7
SHOP CHAIRMAN AND SHOP COMMITTEE	VII	3
TRIAL PERIOD	IV	2
UNION RECOGNITION	I	2
UNION SECURITY	II	2
UNITED FURNITURE WORKERS	XV	6
INSURANCE FUND		
UNITED FURNITURE WORKERS	XXI	9
PENSION PLAN A		
VACATION	XII	5
WAGES--INCREASES	VIII	3

MAY 23 2008

legitimate reasons and to exercise all other rights of management which have not been specifically limited by this Agreement.

(b) Smoking in unauthorized areas at unauthorized times shall constitute ground for immediate dismissal.

#### ARTICLE XX: DELINQUENT CLAUSE

In the event the Employer fails to furnish any report required to be furnished by Article XV (c) and Article XXI herein, and if such failure shall continue for a period of two (2) weeks or more after the Employer receives a warning notice in writing from the Trustees of any Fund or Funds covered by this Agreement, and if the Union or said Trustees thereafter send an auditor to the Employer's premises to obtain said report, the Employer shall, in that event, be obligated to pay to the Fund or Funds covered by this Agreement, the sum of Twenty-Five Dollars (\$25.00) for each day that said auditor is required to appear at the premises of the Employer for said purpose, provided however, that the obligation of the Employer herein shall not exceed the total sum of Fifty Dollars (\$50.00).

In the event the Employer shall fail to make any contributions to any Fund or Funds covered by this Agreement, on the date set for such contribution and if such failure shall continue for a period of two (2) weeks after the Employer has received a warning notice in writing from the Trustees of said Fund or Funds, and should the Union thereafter proceed to arbitration or court action respecting such failure, the arbitrator or court, in addition to awarding whatever sum or sums may be owing to the said Fund or Funds, may add or include an additional sum of twenty (20%) percent of the total due to each Fund as liquidated damages to cover the cost of arbitration or court action, provided however, in no event shall such sum exceed a total of Two Hundred Dollars (\$200.00).

#### ARTICLE XXI: UNITED FURNITURE WORKERS PENSION PLAN A

Effective October 1, 2007, the Employer agrees for the duration of this Agreement to contribute monthly on or before the 10th day of each month to the United Furniture Workers Pension Plan A (hereinafter "Pension Fund") in trust, the sum of five (5%) percent of the previous month's gross payroll of its employees, to be used by said Pension Plan A for the purpose of providing said employees with retirement or pension benefits as

AMALGAMATED INDUSTRIAL UNION  
LOCAL 76B AND ITS DIVISIONS, of the  
IUE-CWA, AFL-CIO

Redacted by the U.S.  
Department of the Treasury  
BY: \_\_\_\_\_

PREMIER RESTORATION  
TECHNOLOGIES

Redacted by the U.S.  
Department of the Treasury  
BY: \_\_\_\_\_

AGREEMENT made and entered into as of the 1st day of September, 2007, by and between the AMALGAMATED INDUSTRIAL UNION LOCAL 76B AND ITS DIVISIONS (Local 76B Division) of the IUE-CWA, AFL-CIO, located at 150-47 Hillside Avenue, Jamaica, New York, (hereinafter referred to as the "UNION") and VITOBOD FURNITURE, INC., located at 38-79 13th Street, Long Island City, New York, hereinafter referred to as the "EMPLOYER".

**WITNESSETH:**

WHEREAS, the Employer is engaged in the manufacture of parlor frames and other articles, and

WHEREAS, the parties hereto desire to cooperate in establishing conditions in the parlor frame and woodworking industry which will tend to secure the employees a living wage and eliminate unfair conditions of labor, and provide methods for a fair and peaceful adjustment of all disputes that may arise.

NOW, THEREFORE, in consideration of the mutual promises, and covenants herein contained of the Union and the Employer, it is agreed as follows:

**FIRST: EMPLOYERS PARTICIPATION**

(a) This Agreement shall be binding upon the Union and the Employer, their successors and assigns.

(b) In the event that the Employer is a corporation or a partnership, the Employer warrants that each and every officer and stockholder of said corporation and each and every partner of the partnership is responsible for the carrying out of each and every term of this Agreement as if said individuals had affixed their signatures physically hereto.

**SECOND: UNION RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive representative and bargaining agent of all the employees of said Employer engaged in any and all work that may be necessary in the manufacture of parlor frames, tables, and any other furniture in all its branches, and in any other work whatsoever in connection therewith in the plant, excepting office clerical employees and sales personnel, unless such employees were previously members of the Union, in respect to hours, wages, rates of pay and any other conditions of employment.

**THIRD: UNION SECURITY**

(a) All present employees who are members of the Union shall maintain their

The contributions calculated, as above described, shall be paid to said Fund at the address indicated, no later than the 10th day of the month for which the premium is due and for each succeeding month for the duration of this contract. The contribution rates, as indicated above, will remain the same for the length of this contract, but in no event longer than three years.

The Employer agrees to make available to the Union and/or the United Furniture Workers/IUE Insurance Fund upon written notice, any and all books and records of the employer relating to whatever the Union and/or the United Furniture Workers/IUE Insurance Fund may require in connection with the sound and efficient operation of the Insurance Fund and the administration of its benefits.

Title to all monies paid into the Insurance Fund will be vested and remain exclusively with the "Trustees" of the Insurance Fund and the parties hereto agree that either the Union or the Insurance Fund or both shall have the right and full discretion to take any action necessary to collect any contributions or monies due and owing to the Insurance Fund and to secure delinquent reports with such action, including but not limited to submitting the matter to arbitration pursuant to the arbitration provisions of this Agreement or instituting legal action in the courts. In the event of any such arbitration or legal action instituted by the Union or the Insurance Fund against the employer to collect delinquent contributions or to secure delinquent reports, it is hereby agreed that the Employer shall be liable to the extent set forth by the Trustees of the Fund, or as provided by law.

#### THIRTY-FIRST: UNITED FURNITURE WORKERS PENSION PLAN A

A. The Employer agrees for the duration of this Agreement to contribute monthly on or before the 10th day of each month to the United Furniture Workers Pension Plan A, (hereinafter "Pension Fund") or any other or different Fund designated by the Union, in trust, a sum equal to four percent (4%) of its previous months gross payroll (before deduction for taxes) including vacation, holiday, bereavement, overtime, sick pay, call in pay, and jury duty pay of all of the employees covered by this Agreement and remit together with such payment a monthly payroll report showing the weekly earnings as well as the vacation, holiday, bereavement, overtime, sick pay, call-in pay and jury duty pay to which such employees were entitled during such period on forms to be supplied to the Employer by the Pension Fund. The aforementioned contributions will be utilized by the Pension Fund for the purpose of providing pension benefits for employees.

B. It is understood and agreed that the assets of the Pension Fund will be held and managed by the Trustees thereof under the terms and provisions of an Agreement and Declaration of Trust and that the Employer will have no obligation with respect to the application of the money paid to the Trustees pursuant to the terms of subdivision "A" hereof.

C. The Employer agrees to make available to the Union and/or the Trustees of the Pension Fund upon written notice, any and all books and records of the Employer relating to the names, classifications, and Social Security numbers of employees covered by the terms of this Agreement, the amounts of wages, vacation, holiday, bereavement, overtime, sick pay, call-in pay and jury duty pay paid to all of the employees covered by the terms of this Agreement and whatever books or records the Union and/or the Trustees of the Pension Fund may require in connection with the sound and efficient operation of the Pension Fund.

D. Title to all monies paid into the Pension Fund will be vested and remain exclusively in the Trustees of the Pension Fund and the parties hereto agree that either the Union or the Trustees of the Pension Fund or both shall have the right in their sole discretion to take any action necessary to collect any contributions or monies due and owing to the Pension Fund and to secure delinquent reports including but not limited to submitting the matter to arbitration provisions of this Agreement or instituting legal action in the courts.

E. The Employer hereby consents to all of the provisions of the Agreement and Declaration of Trust establishing the Pension Fund as amended to date and as such provisions may be amended from time to time hereafter.

F. For the first two (2) years of the contract the contribution to the Pension Fund will be increased by one-quarter (¼%).

#### THIRTY-SECOND: CHECK-OFF

The Employer agrees to deduct from the wages of employees who have authorized such deduction in writing Union dues including initiation fees, if any, and to forward the money so deducted to the Union at its Union offices.

It is understood and agreed that the Union shall furnish each Employer with a full list and the amounts due from each employee at least five (5) days before the last weekly payroll of each month.

It is understood and agreed that the Union shall furnish each Employer with a full

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the  
date first above written.

AMALGAMATED INDUSTRIAL UNION

LOCAL 76B AND ITS DIVISIONS

(Local 76B Division) of the IUE-CWA,

AFL-CIO

Redacted by the U.S. Department of the  
Treasury  
BY: [REDACTED]

VITOBOD FURNITURE, INC.

Redacted by the U.S. Department  
of the Treasury  
BY: [REDACTED]

**MEMORANDUM OF AGREEMENT**

**The undersigned parties do hereby agree as follows:**

**Existing contract between the undersigned parties which expired on 2010 shall be renewed and modified as follows except as herein otherwise notified shall continue in force:**

**Effective 11/01/2007 the Company will start making contributions to the UFW Pension Fund for its employees in the amount of 5 ¼ % of the gross wages per each month.**

**IN WITNESS WHEREOF, the parties hereto have set their hands and causes these present to be signed as of the day and year first above written.**

**West Side Wood**

**Redacted by the U.S.  
Department of the  
Treasury**

**BY:**

**AMALGAMATED INDUSTRIAL  
UNION, LOCAL 76B of the IUE-**

**CWA AEL-CIO**

**Redacted by the U.S. Department of  
the Treasury**

**BY:**

*1/10/*

*CC: PAM, UF, AW, Sheri*



MAY 04 2016

**Agreement**  
**STEINWAY & SONS**

**WITH**

**LOCAL 81102, F.W.**  
**I.U.E.-C.W.A, A.F.L., C.I.O.**



**JANUARY 1, 2016**

AGREEMENT made as of January 1, 2016 between Steinway, Inc. d.b.a. Steinway & Sons, (the "Company") and Local 81102, F.W.,I.U.E.-C.W.A. AFL-CIO, (the "Union".)

WITNESSETH:

WHEREAS, it is the intent and desire of both the Company and the Union to cooperate with each other in the administration of the provisions of this Agreement in order to achieve more stable and desirable conditions of employment for the Employees covered hereby and more harmonious and profitable operations for the Company;

NOW, THEREFORE, in consideration of these premises, the parties hereto do hereby covenant, promise and agree as follows:

ARTICLE 1.  
EMPLOYEES COVERED BY THIS  
AGREEMENT

The term "Employees" whenever used herein shall apply to all present and future Employees of the Company employed in New York City, except the following who are expressly excluded: Executives, Supervisory Employees (including all Foremen, and Assistant Foremen), clerical, administrative and Retail Sales Department personnel. This Agreement covers all Employees.

The Company and Union will not discriminate against any Employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, transfers, lay-off and termination, and all other terms and conditions of employment.

ARTICLE 2.  
UNION SECURITY

- A. Present Employees who are members of the Union shall remain members in good standing for the duration of this Agreement as a condition of employment.
- B. Present Employees who are not members of the Union and new Employees shall become members of the Union thirty (30) days after the date of hiring, and remain members in good standing for the duration of this Agreement as a condition of employment.
- C. Subject to any applicable State or Federal law, the Company agrees that upon the written request of the Union, it will not continue in its employ any Employee who is not a member of the Union in good standing.
- D. An Employee shall be deemed in good standing hereunder as long as such Employee pays his/her initiation fee and monthly Union dues as they come due.
- E. The Company shall have the right to obtain new Employees from any possible source whatsoever. However, the Company shall notify the Union of any vacancy or vacancies and give the Union an opportunity to send its members to become applicants for such vacancies. The Company agrees that it will not discriminate against any applicant sent by the Union.
- F. The Union agrees to accept all new Employees as members without limitations, provided such Employees remain in good standing.

pany and of other companies which similarly contribute to said Fund, for the purchase, or provision by self insurance, of group Life Insurance, Group Accident, Death and Dismemberment Insurance, Group Accident and Health Insurance, Hospitalization Insurance and Group Surgical Insurance as the Fund's Trustees determine to provide.

To the extent that in the manner above mentioned, the Company joins with other companies in the Furniture, Bedding and Piano Industries, who have made or may make contracts containing provisions similar to those set forth in this section, in maintaining the said Fund, it being understood, however, that the Fund will be held and managed by Trustees thereof under the terms and provisions of a Declaration of Trust or Trust Agreement to which the Trustees of the Fund are parties. It is further understood and agreed that the Company shall be under no obligation to see to the application of monies paid to the Trustees pursuant to this paragraph for the purposes and use above-mentioned.

The Company agrees to furnish to the Union and to the Fund above named, records of Employees hired, classifications of Employees, names, social security numbers and wages paid.

The Union represents that said trust fund is exempt from the restrictions contained in Section 302(c) of the Labor Management Relations Act of 1947 and that said fund shall at all times continue to be a Fund conforming with and entitling the Company to exemption under the New York Disability Benefits Law.

#### ARTICLE 26. PENSIONS

Subject to the provisions below, the Company shall contribute to the United Furniture Workers' Pension Fund A a sum equal to but not exceeding the following percentages of its previous month's payroll for such Employees covered herein as may be covered under such fund:

Effective January 1, 2016 - 8.40% \*  
Effective January 1, 2017 - 8.86%  
Effective January 1, 2018 - 9.35%

\* This increase on the contribution rate shall be paid retroactively to January 1, 2016, to the extent that Company has not already paid the increase.

Said Fund shall continue to be subject to the following conditions:

- A. Said Fund shall be a plan entitling the employer to a tax deduction as an ordinary expense under the tax laws for any contributions made by it to said Fund certified by the Commissioner of Internal Revenue as tax deductible under Section 162 of the Internal Revenue Code.
- B. During any period that piano work is frozen by Government order or authority, the Company's contribution to said Fund shall be made only as to Employees who had previously been engaged in piano work and who continue to work for the Company during the period of such freeze, and shall not be required to be made as to any other Employees.
- C. During the period a new Foreman retains his/her full seniority status as described in Article 13(D), pension contributions for him/her will be held in reserve. If after such period, the Foreman continues in such capacity, he/she may apply for the "Withdrawal Benefit"

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized officers as of the day and year first above written.

STEINWAY, INC.

Redacted by the U.S. Department of  
the Treasury

By: \_\_\_\_\_

Ronald Losby  
President

Local 81102 FW,  
I.U.E.-C.W.A., AFL-CIO

Redacted by the U.S. Department of  
the Treasury

By: \_\_\_\_\_

Steven Pabon  
President

Redacted by the U.S.  
Department of the Treasury

By: \_\_\_\_\_

Michael Horvath  
Staff Representative, I.U.E.-C.W.A.

AGREEMENT

between

EASTERN WOOD PRODUCTS  
2020 Mill Lane  
Williamsport, PA 17701

and

LOCAL 628  
IUE - CWA - AFL - CIO

January 1, 2015 - December 31, 2017

JUN 08 2015

## ARTICLE XX

### INSURANCE

Section 20.01 Effective July 1, 2002, the Company will provide health insurance.

Section 20.02 Effective January 1, 2015 Employees are responsible for their own Heath Care Insurance and Cost

## ARTICLE XXI

### PENSION

Section 21.01 Beginning July 1, 2002, the Company shall begin contributing twenty five (25) cents per hour to the UFW Pension Fund for retirement coverage of all IUE members employed by the Company. The pension contributions shall include vacation and holiday time, plus overtime work.

## Company Proposal(wages & health insurance only) 12/16/14 to 1/1/18

Eastern Wood Products pays no health insurance for any employee.

Eastern Wood Product pays no deductible or any out of pocket expense for any employee.

Hourly raise: (first year is only for employees hired before 11/10/14).

1/1/15 to 12/31/15 - 1.00

1/1/16 to 12/30/16 - .25

1/1/17 to 12/30/17 - .25

Wage schedule for employees hired after November 1, 2014

- Head Maintenance/mechanic	12.26
- Maintenance/mechanic	11.10
- Retail/Glue Rack	9.62
- Molder A	10.25
- Molder B	8.04
- Lift Truck-yard	7.95
- Mill/Lumber Handlers	7.73
- Boiler Room	7.73
- Gang Rip operator	7.93

\$100 cash bonus

Union Rep. Redacted by the U.S. Department of the Treasury Date 1/14/15 Lowell Long, Jr.

Union Rep. Redacted by the U.S. Department of the Treasury Date 1/14/15 Joe Katula

Company Rep. Redacted by the U.S. Department of the Treasury Date 1/14/15 James M. Furey, III

**AGREEMENT BETWEEN**

**PENNSYLVANIA BEDDING, INC.**

**- and -**

**I.U.E.-CWA, LOCAL 123**

**EFFECTIVE JANUARY 15, 2015  
THROUGH  
MIDNIGHT, JANUARY 23, 2020**

**NOV 17 2015**



and, if applicable, his/her spouse and other eligible dependents, and dental insurance, life insurance and short-term disability for himself/herself only) for the full Calendar Year (January through December), will receive an Opt-Out Payment (OOP) of One Thousand Dollars (\$1000) for that Calendar Year, payable to him/her by the Company by January 15 of the following Calendar Year.

a) In order to be eligible to opt out of the Company's Health and Welfare Plan the employee must first, prior to the beginning of that Calendar Year but by no later than before the Company's first health insurance coverage payment in January of each year has been paid, provide to the Company written proof that he/she has health insurance coverage for himself/herself through another source.

K. The OOP shall not be pro-rated for any reason excepting for a new hire who, in any Calendar Year, satisfactorily completes probation and thus becomes eligible to be covered by the Company's Health and Welfare Plan during that Calendar Year. If so, and if that employee opts out of health insurance coverage for the full remaining part of that Calendar Year in which he/she would otherwise have been eligible for coverage, he/she shall receive one-twelfth (1/12) of One Thousand Dollars (\$1000) for each full calendar month in which he/she was actually eligible for, but was opted out of, such coverage. This pro-rated OOP shall apply only during the first Calendar Year in which that employee has become eligible for health insurance coverage; there shall be no partial payments for partial months of eligibility.

If an employee who begins a Calendar Year in the OOP Program subsequently enrolls in the Company's Health and Welfare Plan during that Calendar Year, in any coverage category (above), he/she shall not be eligible to receive the Opt-Out Payment for that Calendar Year.

### **ARTICLE XIII** **PENSION**

Effective beginning the first full Fund (Plan) "month" after ratification, the Employer will contribute to the United Furniture Workers Pension Fund 1 1/2% of the gross straight-time monthly payroll paid by it during the preceding "month" to its regular full-time employees for all straight-time hours actually worked in a month by regular full-time employees who have completed their probationary periods; it is specifically provided, however, that if the Employer pays any employee above the rate applicable to him/her under this Agreement (whether as base wage rate, piece rate, mileage rate, down time rate, or any other applicable rate), then no contribution shall be made to the Fund by the Employer for that portion of the employee's wages which is above the applicable contract rate.

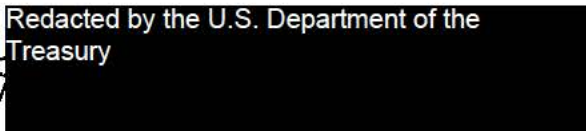
### **ARTICLE XIV** **DISCRIMINATION**

Neither the Employer nor the Union will discriminate against any employee or applicant for employment as an employee in any matter relating to employment because of race, color, age, creed, sex, national origin, marital status, union activity or political

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized agents as of the date first above written.

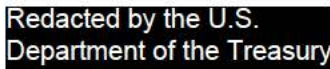
PENNSYLVANIA BEDDING, INC.

Date 4.22.15

By  Redacted by the U.S. Department of the Treasury

I.U.E.-CWA, LOCAL 123

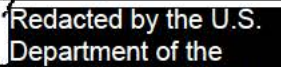
Date 3/28/15

By  Redacted by the U.S. Department of the Treasury

Date 4/7/15

By  Redacted by the U.S. Department of the Treasury

Date 4-22-15

By  Redacted by the U.S. Department of the Treasury

KLISE MANUFACTURING COMPANY  
LABOR AGREEMENT

THIS AGREEMENT, made this 30th day of April, 2014, by and between KLISE MANUFACTURING COMPANY, its successors and assigns, here after called the "Company", and the International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers - Communications Workers of America affiliated with the AFL-CIO and CLC, hereafter called the "Union".

WITNESSETH:

The parties hereto entered into a collective bargaining agreement dated the 24th day of April, 1953, this mentioned Agreement and all supplements thereto, shall continue in full force and effect.

ARTICLE 9  
INSURANCE & PENSION

Section 9-1. Members of the union will assist in paying the cost of health insurance coverage, as detailed in Section 9-3.

(See attached letter of understanding #1)

Section 9-1.1 The Company will begin the insurance coverage for new employees on the first of the month following the month in which the employee reaches 60 calendar days. Payment by the Company for insurance coverage will terminate at the end of the month in which employment is ended due to discharge not reversed through the grievance procedure, lay-off, or retirement.

Section 9-1.2 Employees on personal leave of absence will be required to pay a prorated share of the insurance cost (1/170 of the monthly cost, per hour), for the period of time off.

Section 9-1.3 Employees on medical leave of absence will have insurance coverage extended for an additional thirty (30) days from the first day of absence at Company expense. Medical leave of absence over sixty (60) days (outside of FMLA leave) will have health insurance paid retroactive to the first day returned after such employee has completed forty (40) hours of work within 30 calendar days following employee's return.

Section 9-1.4 Insurance coverage will continue to a maximum of six months at Company expense in the case of compensable injury.

Section 9-2. The Company will institute the UFW Pension Plan A, effective June 1, 1973, subject to the following provisions:

- a) Effective May 1, 2006, the total contribution will be ninety-five (95) cents per hour.
- b) Contributions by the Company (effective date of participation by employee) will commence on the first anniversary of date of hire for full-time continuous service for all employees hired after June 1, 1971.
- c) Contributions will be made prior to end of month following month in which covered service is performed.
- d) In order to provide twelve monthly contributions in period mentioned in subsection "a" (from anniversary date of participation to next anniversary date), the Company will pay on a maximum of 175 hours per month. Hours earned but on which no contribution is made within that period will be credited as required in those months in which less than a full time schedule is worked.

The above shall be contributed for each employee covered in the bargaining unit (and any other group of employees that the Company may choose to include on an all-inclusive basis).

The contributions shall be paid for the purpose of providing to the employees a pension and/or other benefits as outlined in the rules and provisions of the United Furniture Workers Pension Plan A.

The employer agrees to make available to the Union and/or the United Furniture Workers Pension Plan A, upon written notice, and all books and records of the employer relating to whatever the Union and/or the United Furniture Workers Pension Plan A may reasonably require in connection with the sound and efficient operation of Pension Plan A and the administration of its benefits.

RECEIVED  
JUL 30 2015  
UNIVERSITY OF CALIFORNIA

ARTICLE 12  
DURATION-RENEWAL OF AGREEMENT

Section 12-1. This Agreement shall remain in full force and effect until April 30, 2017. It shall be automatically renewed thereafter from year to year unless sixty (60) days prior to the expiration date or subsequent anniversary thereof, notice in writing shall be given by either party to the other of desired modification of said agreement or termination thereof.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this 3rd day of November, 2014.

INTERNATIONAL UNION OF ELECTRONIC,  
ELECTRICAL, SALARIED, MACHINE &  
FURNITURE WORKERS, LOCAL 415AFL-CIO

KLISE MANUFACTURING COMPANY

Redacted by the U.S. Department of  
the Treasury

Pat Brown  
International Representative

Redacted by the U.S. Department of  
the Treasury

Phillip J. Veen  
President

Redacted by the U.S.  
Department of the Treasury

Edward Schutt  
Union Steward

Redacted by the U.S. Department  
of the Treasury

Allan D. Veen  
Vice President

CC: D, LF, SR, fin

**LETTER OF UNDERSTANDING**  
**Between**  
**COMMUNICATION WORKERS OF AMERICA/INTERNATIONAL UNION OF**  
**ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS, FURNITURE**  
**WORKERS DIVISION, LOCAL 262, AFL-CIO**  
**And**  
**Sealy Mattress Company of Northern California.**

It is understood and agreed between COMMUNICATION WORKERS OF AMERICA/INTERNATIONAL UNION OF ELECTRICAL, SALARIED, MACHINE AND FURNITURE WORKERS, FURNITURE WORKERS DIVISION, LOCAL 262, AFL-CIO and Sealy Mattress Company of Northern California that effective immediately the Agreement now in effect expiring April 30, 2014 shall be amended as follows:

**Article 3**  
**Work Hours and Holidays**

**Section 3.16      Inventory Work**

The company will ask for volunteers to do the Inventory work. If however there are not enough qualified volunteers, the company reserves the right to assign the work using skill and qualifications as the primary factory. All employees will be paid the current MDW rate for their classification and skill level.

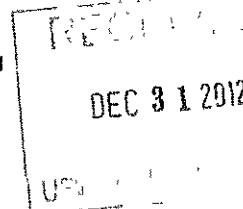
**Article 9**  
**Vacations**

**Section 9.05      Employees with (3) or more years service who earn additional vacation in their fifth, eighth, seventeenth and twenty fifth years (25 years pay only) will be entitled to take the additional vacation on January 1 of the year following the employee's anniversary date.**

**ARTICLE 14**  
**Sick Benefit Allowances**

**Section 14.02      It is agreed that there shall be five (5) days or forty (40) hours sick leave granted per year. Any unused portion can be added to the following year; however, the maximum amount of sick leave to be taken in any one year is limited to eighteen (18) days or one hundred forty-four (144) hours. For purposes of this payment, a day's sick leave consists of eight (8) hours.**

**Appendix A**  
**Job Classifications, Measured Day Work Rates**



## ARTICLE 10

### Insurance Program

10.01 The Company agrees to the establishment of an Insurance Program for the benefit of its employees covered by this Agreement, such insurance to include group life insurance, group accidental death and dismemberment, diagnostic and X-ray benefits, surgical benefits and hospitalization benefits. Such insurance will be purchased through and administered by the United Furniture Workers Insurance Fund as established by an Agreement and Declaration of Trust in the State of New York and dated May 28, 1944. Dental benefits will be included in this plan.

10.02 Effective May 1, 2008, the Company will remit premiums due to the insurance fund for each seniority employee (excludes probationary employees) actively employed in the bargaining unit for any duration during the immediate preceding month. Effective May 1, 2008, the Company contribution will be \$610.00. Effective May 1, 2009 the Company contribution will be \$635.00. Effective May 1, 2010 the company contribution shall be \$660.00. The employee contribution shall equal the difference between the amount billed by the insurance fund less monthly employer contribution and shall be deducted from employee's pay on a weekly basis.

10.03 It is further agreed that premium payments by the Company will be for the purchase and administration of insurance for the Sealy Mattress Company employees who are members of the CWA/IUE Furniture Workers Division, Local 262, AFL-CIO, and in the event that contributions are not used for the benefit of said employees, the Company shall withhold any further payments into the designated Insurance Fund and shall immediately negotiate with the accredited representatives of Local 262 as to the disposition of contributions of the Company and the continuance of insurance coverage. Any insurance plan affected shall conform to all applicable State and Federal laws.

## ARTICLE 11

### Pension

11.01 Effective May 1, 2008 the Company agrees to pay monthly to the United Furniture Workers Pension Fund, located at 1910 Air Lane Drive, Nashville, Tennessee 37210, a sum equal to six and three quarters percent (6.75%) of its previous month's gross payroll of the employees within the bargaining unit defined in this Agreement for the purpose of providing pension or retirement benefits to said employees under and pursuant to a certain pension plan adopted by the Trustees of the United Furniture Workers Pension Fund



below. Employees with less than 1200 clock hours worked are not eligible for the attendance bonus. The following absences will not be charged as absences for the bonus program:

- a. Witness or Jury Duty
- b. Funeral Leave (3 days)
- c. Vacation / Holidays
- d. Military Duty
- e. Family Medical Leave

Absences also include tardiness. The definition of tardiness is any part of an hour or hours missed after your scheduled start time. Three days tardy, count as one day absent.

<u>Absences</u>	<u>Times Clock Hours Worked (1600 Hours Maximum)</u>	<u>Payment at Maximum</u>
0	\$ 0.125	\$200
1 to 2	\$ 0.0625	\$100
3 to 4	\$ 0.03	\$ 50
5	\$ 0.015	\$ 25

#### 4. Best Practice (hours per Piece) Ranking Bonus

The Company agrees to pay a \$350.00 bonus to each hourly plant employee, for achieving and sustaining the top two (2) (North American Bedding Plants) best practice rankings for a period of six consecutive months (6). Should the plant achieve or sustain the rankings between three (3) and five (5), (North American Bedding Plants) best practice rankings for a period of six (6) consecutive months, the company shall pay a bonus of \$100.00 to each hourly plant employee. This payment shall be included in the first possible payroll; with the first payment(if applicable) being made on October 1, 2008 and thereafter in the months of October and May for the life of the contract.

FOR THE UNION

COMMUNICATION WORKERS OF  
AMERICA/INTERNATIONAL UNION OF  
ELECTRONIC, ELECTRICAL SALARIED  
MACHINE AND FURNITURE WORKERS  
DIVISION LOCAL 262, AFL-CIO.

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Treasury

Redacted by the U.S.  
Department of the Treasury

FOR THE EMPLOYEE:

SEALY MATTRESS COMPANY OF:

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the Treasury

Redacted by the U.S. Department of the  
Treasury



AGREEMENT

BETWEEN

THE SIMMONS MANUFACTURING COMPANY, LLC

AND

INTERNATIONAL UNION OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE & FURNITURE WORKERS AND  
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

LOCAL 89262 FW

APRIL 1, 2011

TO

MARCH 31, 2016

*10: GW, LF, PH SK*

DEC 31 2012

disposition of contributions of the Employer and the continuance of insurance coverage. Any insurance plan effected shall conform to all applicable State and Federal laws.

- C. If an associate is off work for an industrial injury for a period in excess of one (1) month and no contribution is owed because of a lack of earned hours, the Company will nevertheless make one (1) monthly contribution in their behalf based on their last working month's earnings.
- D. If an associate is out on layoff over thirty one (31) days, the Company will make one (1) payment to the U.F.W.A. Insurance Program on their behalf based on the associate's previous month's earnings.
- E. The Union agrees to have the Fund representative provide current census and experience data to the Company and to meet and confer with the Company regarding the plan design of the insurance program each year at least ninety (90) days prior to establishing new premiums subject to any applicable federal, state or local laws or regulations.
- F. The Company reserves the right to evaluate other insurance programs, which may have a lower cost and implement this new plan provided the coverage in the new plan is comparable to the existing plan.
- G. The Company and the Union agree that on or before March 31, 2016, the parties will re-open, solely and exclusively Article XII, INSURANCE PROGRAM, for the exclusive purpose for evaluating UFW insurance rates for 2016 and alternative insurance plans with comparable coverage.

### **ARTICLE XIII                      PENSION**

- 13.01** A. Effective April 1, 2008 the Company shall contribute to the United Furniture Workers Pension Plan A, six percent (6%) of the gross earnings excluding the Zero Waste Bonus of associates covered by this Agreement for this contract period for the purpose of pension benefits. The parties agree, however, that the

20.02 In the event SIMMONS MANUFACTURING CO., L.L.C. closes the plant and the Company cannot recognize the I.U.E./C.W.A./F.W., Local #89262 as the bargaining agent in the new location, the Company will be willing to sit with the Union to negotiate over the effects of the closure, including but not limited to severance compensation.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_,

FOR The Simmons Manufacturing Co., LLC.,

FOR THE INTERNATIONAL UNION  
OF ELECTRONIC, ELECTRICAL,  
SALARIED, MACHINE &  
FURNITURE WORKERS AND  
COMMUNICATION WORKERS OF  
AMERICA, AFL-CIO, LOCAL 89262  
FW

Redacted by the U.S. Department of the  
Treasury

Craig Nath  
Operations Manager

~~Ann Marie Insomoni~~  
~~Human Resources Manager~~

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Treasury

Dana Carstensen  
Human Resources Director

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the Treasury

Dave Puttock  
VP of Human Resources

Redacted by the U.S. Department of  
the Treasury

Ulises Vergara  
Secretary/Treasurer

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Department of the Treasury

Eric Munoz  
Chief Steward

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the Treasury

Roderick Burkhart  
Bargaining Committee

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Department of the Treasury

Juan Rodriguez  
Bargaining Committee

Redacted by the U.S.  
Department of the Treasury

Alex Zaragoza

Bargaining Committee

Redacted by the U.S. Department of  
the Treasury

Roger Deel  
Director, IUE-CWA

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ARCHITECTURAL PLYWOOD, INCORPORATED

AND

COMMUNICATIONS WORKERS OF AMERICA

AFL-CIO

NOVEMBER 1, 2007 TO OCTOBER 31, 2010

<sup>1</sup>  
API-CWA 2007 - 2010

OCT 30 2014

The contributions calculated, as above described, shall be paid to said Fund, at the address indicated, no later than the 10th day of the month for which the premium is due and for each succeeding month for the duration of this contract. The contribution rate, as indicated above, will remain the same for the length of this contract.

The employer agrees to make available to the Union and/or the United Furniture Workers Insurance Fund, upon written notice, any and all books and records of the employer relating to whatever the Union and/or the United Furniture Workers Insurance Fund may require in connection with the sound and efficient operation of the Insurance Fund and the administration of its benefits.

Title to all monies paid into the Insurance Fund will be vested and remain exclusively in the "Trustees" of the Insurance Fund and the parties hereto agree that either the Union or the Insurance Fund or both shall have the right, and full discretion, to take any action necessary to collect any contributions or monies due and owing to the Insurance Fund and to secure delinquent reports with such action, including but not limited to submitting the matter to arbitration pursuant to the arbitration provisions of this Agreement or instituting legal action in the courts. In the event of any such arbitration or legal action, instituted by the Union or the Insurance Fund against the employer to collect delinquent contributions or to secure delinquent reports, it is hereby agreed that the employer shall be liable to the extent set forth by the Trustees of the Fund, or as provided by law.

12.5 The Company reserves the right to look for a comparable Health & Welfare Plan, and agrees to re-open negotiations at least 30 days prior to the end of the first year of the contract.

12.6 Both parties agree that each has the right to exercise their options to either strike on behalf of the Union or a lockout on behalf of the Company, if no agreement is made on a comparable Hospital and Medical coverage for the employees in the Bargaining unit.

#### ARTICLE XIII PENSION

13.7 Effective November 1, 1978, the Company will commence contributions to a Pension Plan administered by the United Furniture Workers Pension Fund for all bargaining unit employees at the rate of five (\$.05) cents per hour. Effective December 1, 1999, the Company will increase the pension contribution to ten (\$.10) cents per hour.

#### ARTICLE XIV SHIFT DIFFERENTIAL

14.1 Employees working on the second and third shift will receive a shift differential of fifteen (\$.15) cents per hour above their normal rate of pay. Employees working on the third shift will receive eight (8) hours pay for six and one-half (6 1/2) hours of work.

#### ARTICLE XV REPORT PAY

15.1 An employee who reports to work on his/her assigned shift during the normal work week without previous notification not to so report will receive not less than four (4) hours of work or four (4) hours of pay at his/her regular straight time base rate.

15.2 This provision shall not apply if the cause for lack of work is beyond the control of the Company or in cases of fire, flood, earthquake, electrical failure, general power failure or acts of God.

15.3 Employees shall be deemed called to work unless told or instructed otherwise. The employees scheduled or notified to report to work may be assigned to other work for which they may be

Ms. Vicki Di Paolo  
November 1, 2010  
Page 3

6. Except as expressly set forth in this Side Letter Agreement, the terms and conditions contained in the 2007-2010 collective bargaining agreement between API and CWA Local 9400 shall remain in full force and effect.

To avoid unnecessary drafting and expense, the parties agreed to use a side letter format rather than prepare a new CBA. Therefore, if the bargaining unit accepts the terms set forth in this Side Letter Agreement, please sign below where indicated signifying CWA Local 9400's agreement to these terms..

Very truly yours  
Redacted by the U.S.  
Department of the  
Treasury  
James A. Odum

ARCHITECTURAL PLYWOOD, INC.

Redacted by the U.S.  
By: Department of the

Position: PRESIDENT

Date: 11/17/10

CWA LOCAL 9400

Redacted by the U.S.  
By: Department of the Treasury

Position: Director

Date: 11-17-10

CWA LOCAL 9400

Redacted by the U.S.  
By: Department of the Treasury

Position: DIRECTOR

Date: Nov. 3, 2010

OCT 13 2014

**AGREEMENT**

**Between**

**SEALY MATTRESS COMPANY OF SOUTH GATE**

**and**

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, CLC**

**2013-2016**

CC: DAW, UF, TW, SK

Eligible employees are defined as all regular employees and all new regular employees who have already completed ninety (90) days or more work on or before the first of each month. For example, a regular employee who is first employed on January 15, will become an "eligible employee" on April 1.

A new "eligible employee" shall become eligible for all benefits of the Program, except the Dental benefits or pre-existing conditions, after the Fund has received two (2) months of contributions on the eligible employee's behalf. For Dental benefits, the Fund will receive six (6) months of contributions on the eligible employee's behalf. For pre-existing conditions, the eligible employee will become eligible for benefits after Fund has received twelve (12) months of contributions on the eligible employee's behalf.

- B. The Company agrees to continue payment of contributions for all employees covered by this Agreement who are absent from work because of layoff due to lack of work or because of illness. Payment shall be made for the current month when the absence occurs plus one (1) additional month thereafter, provided, however, that no contribution shall be made for such employee's replacement during this period of time; and no contribution shall be made if the employee is employed in another shop covered by the United Furniture Workers Insurance Fund and the Union shall certify that the employee is not working if payments are to be made.
- C. It is agreed that all members of the CWA, IUE United Furniture Workers of America, Local 9400, who are covered by the United Furniture Workers Insurance Fund who transfer to another shop also covered by the said Fund shall be continuously protected by said insurance in accordance with the provisions set forth in Section B of this Article; provided, however, that there shall be no carry-over liability for contributions to the shop from which employee transfers; but rather the liability shall rest with the shop to which the employee transfers; and provided further that it shall be the responsibility of the Union to notify both shops involved in such transfer; and the Union shall certify to the shops that the transferring employee is eligible to receive insurance coverage.
- D. In the event it can be arranged, consistent with applicable law, employee co-payments will be made on a pre-tax basis.

## ARTICLE XI

### Pensions

- A. The Company agrees for the duration of this Agreement to contribute monthly, on or before the 10th day of each month beginning with the month of October, 2004, to the United Furniture Workers Pension Fund, located at 1910 Air Lane Drive, Nashville, Tennessee, hereinafter referred to as the "Pension Fund," a sum equal to *one dollar* (\$1.00) per hour through September 2011, beginning October 2011 the contribution rate shall increase to one-dollar and five cent (\$1.05) per hour through September 2012, beginning October 2012 the contribution rate shall be increased to one-dollar and ten cents (\$1.10) for each hour worked by each employee within the bargaining unit, as defined in the Agreement, who has completed thirty (30) days of employment. Such contributions are to be used by the "Trustees" of the said "Pension Fund" for the purpose of providing pensions pursuant to the terms of the Declaration of trust made on the 2nd day of January, 1953, by which the said "Pension Fund" was constituted and as the same shall be amended from time to time thereafter. Failure to make the contributions provided herein shall be a breach of this Agreement.



## ARTICLE XVII

### Entire Agreement

- A. This constitutes the entire Agreement between the parties and all agreements heretofore made between the Company and the employees, or between the Company and this Union, are hereby canceled, this Agreement taking the place thereof; and the Company agrees that all agreements in the future shall be made between the Company and the Union with respect to conditions of employment and that the Company will not attempt to make any agreement with any employee contrary to the terms hereof. The Company may make such arrangements for compensation in excess of the minimum rates herein set forth as may be desired by mutual agreement. It is further understood and agreed that the normal practices for the comfort and well being of all employees that were previously in force shall remain.

## ARTICLE XVIII

### Termination, Modification, and Renewal

- A. This Agreement shall remain in full force and effect through October 15, 2016, and thereafter annually; provided, however, that either party may terminate this Agreement or give notice of desire to modify any portion thereof on said date, or at the end of any subsequent yearly period, by notifying the other party in writing to the effect not less than sixty (60) days prior to the end of any subsequent yearly anniversary.
- B. In the event any articles, sections or portions of this Agreement shall be found and declared by a court of last resort and competent jurisdiction to be invalid, it shall not affect the remainder of this Agreement. Such remaining articles, sections and portions shall remain in full force and effect. Upon expiration of the invalidating legislation, those portions invalidated shall again come into full force and effect.
- C. Any waiver of any provision of this Agreement shall not be deemed to be a permanent waiver and such provisions shall continue in full force and effect except for the duration of the waived period which waiver to be effective shall be in writing only.
- D. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals by their respective officers or representatives thereunto duly authorized on the 30 day of September, 2013/2014

SEALY MATTRESS COMPANY  
OF SOUTH GATE

Redacted by the U.S. Department of  
the Treasury

By  
Glen Gilbertson

Redacted by the U.S.  
Department of the Treasury

By  
Sean Cooney

COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO, CLC

Redacted by the U.S. Department  
of the Treasury

By  
Vicki Di Paolo

Redacted by the U.S. Department of  
the Treasury

By  
Jose Villareal

Redacted by the U.S.  
Department of the Treasury

By  
Johnny Woods