

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CENTRAL PENNSYLVANIA TEAMSTERS)
PENSION FUND and JOSEPH SAMOLEWICZ,))
) Civil Action
Plaintiffs,))
))
vs.) No. 03-CV-02626
))
POWER PACKAGING, INC.,))
))
Defendant.))

* * *

APPEARANCES:

FRANK C. SABATINO, ESQUIRE, and
JO BENNETT, ESQUIRE,
On behalf of plaintiffs

ANDREW N. HOWE, ESQUIRE,
On behalf of defendant

* * *

OPINION

JAMES KNOLL GARDNER,
United States District Judge

This matter is before the court on Plaintiffs' Motion for Summary Judgment, which motion was filed on March 5, 2004, and Defendant Power Packaging, Inc.'s Motion for Summary Judgment, which motion was also filed on March 5, 2004. For the reasons expressed below, we conclude that plaintiffs are entitled to judgment as a matter of law on all counts of the Complaint, as well as on defendant's counterclaim. Therefore, we grant plaintiffs' motion and deny defendant's motion.

Procedural Background

This civil action arises from a dispute over pension plan contributions allegedly owed to plaintiffs Central Pennsylvania Teamsters Pension Fund (the "Fund") and Joseph J. Samolewicz, the administrator of the Fund, by defendant Power Packaging, Inc. Such contributions are governed by certain collective bargaining agreements between defendant, as employer, and Teamsters Local Union No. 429 ("Local 429"), as union. Specifically, plaintiffs seek allegedly delinquent contributions from defendant for the years 2001, 2002 and 2003 for certain workers employed by certain staffing agencies and leased by defendant to work in defendant's Berks County plant and warehouse.

On April 30, 2003 plaintiffs filed a Complaint against defendant alleging defendant's breaches of two collective bargaining agreements ("CBA") between defendant and Local 429 covering the periods October 1, 1997 to September 30, 2002 ("1997 CBA") and October 1, 2002 to September 30, 2005 ("2002 CBA") in violation of the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001-1461, and the Labor Management Relations Act, 29 U.S.C. §§ 141-197.

On July 3, 2003 defendant filed the Answer and Counterclaim of Power Packaging, Inc. alleging plaintiffs' unjust enrichment resulting from defendant's overpayment of pension fund contributions to plaintiffs during the period from November 1999

to December 2000.

On March 5, 2004 the parties filed cross-motions for summary judgment. Both parties agree that there are no disputes as to any material fact. The sole issue raised in this case and at issue on these cross-motions for summary judgment is whether, under the applicable collective bargaining agreements, defendant is liable to plaintiffs for pension fund contributions for personnel working at defendant's Berks County plant and warehouse pursuant to certain leasing agreements with temporary staffing agencies.

For the reasons which follow, we find that defendant is liable to plaintiffs for pension fund contributions for the leased staffing personnel working at defendant's Berks County plant and warehouse. Thus, we now grant plaintiffs' motion for summary judgment and deny defendant's motion for summary judgment.

Standard for Summary Judgment

Rule 56(c) of the Federal Rules of Civil Procedure provides that judgment shall be rendered where it is shown that there is "no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law."

Fed. R. Civ. P. 56(c); accord Central Pennsylvania Teamsters Pension Fund v. McCormick Dray Line, Inc., 85 F.3d 1098, 1102 (3d Cir. 1996). The parties in this action agree that there

are no genuine issues of material fact. Below, we address which party is entitled to judgment as a matter of law.

Findings of Fact

Based upon the pleadings, record papers, depositions, agreements and exhibits of the parties, the undersigned makes the following findings of fact:

1. On or about October 31, 1999 defendant purchased the assets of a consumer beverage mixing and bottling warehouse and plant in Berks County, Pennsylvania (the "Berks County Facility").¹

2. Shortly thereafter, defendant entered into the already-existing 1997 CBA with Local 429 which governs pension contributions through September 30, 2002.²

3. On May 8, 2003 defendant entered into the 2002 CBA with Local 429 which governs pension contributions from October 1, 2002 through the present.³

4. Both the 1997 and 2002 CBAs begin:

This AGREEMENT, made by and between POWER PACKAGING, INC., party of the first part (hereinafter called the "Company"), and

¹ Deposition of William Murray, February 17, 2004 ("Murray Dep."), Exhibit F to the Appendix to Memorandum of Law by Plaintiffs in Support of Their Motion for Summary Judgment, filed March 5, 2004 ("Plaintiffs' Appendix"), at page 25.

² 1997 CBA, Exhibit A to Plaintiffs' Appendix and Exhibit B to Defendant Power Packaging, Inc.'s Motion for Summary Judgment, filed March 5, 2004.

³ 2002 CBA, Exhibit B to Plaintiffs' Appendix.

TEAMSTERS LOCAL UNION NO. 429, party of the second part (hereinafter called the "Union"), covering wage rates and other conditions of employment of Employees working in the Plant/Warehouse and related warehouse of Power Packaging, Inc. who are members of said union.⁴

5. Article 1.B. of the 1997 CBA provides in pertinent part that:

It is agreed that all Employees included in this Agreement, who on the effective date of this agreement are members of the Union, shall, during the term of this Agreement remain members in the Union. Any person hired by the Employer for work in any of the job classifications included in this Agreement, prior to or subsequent to the effective date of this Agreement, shall be hired as a temporary Employee, and in the event such person is continued in employment ninety (90) calendar days after the date of his employment, he shall be required, as a condition of continued employment, to become and remain a member in the Union. Period may be extended an additional thirty (30) days for just cause and Union Agreement.⁵

6. Article 1.B. of the 2002 CBA states in pertinent part that:

It is agreed that all Employees included in this Agreement, who on the effective date of this agreement are members of the Union, shall, during the term of this Agreement remain members in the Union. Any person hired by the Employer for work in any of the job classifications included in this Agreement, prior to or subsequent to the effective date of this Agreement, shall be hired as a probationary Employee, and in the event such person is continued in employment ninety (90) calendar days after the date of his

⁴ 1997 CBA at 3; 2002 CBA at 4.

⁵ 1997 CBA at 4.

employment, he shall be required, as a condition of continued employment, to become and remain a member in the Union. The probationary period may be extended an additional thirty (30) days for just cause and Union Agreement.⁶

7. Both the 1997 and 2002 CBAs provide in pertinent part that:

Where a new Employee, experienced or inexperienced, is employed, the Company shall have the right to discharge the said Employee at any time within the ninety (90) day probationary period following such employment without the assignment of any cause therefore. Probationary period may be extended an additional thirty (30) days for just cause and Union Agreement. Union recognition, security and benefits take effect after completion of New Employee probationary period.⁷

8. Both the 1997 and 2002 CBAs address pension fund contributions as follows:

Section 1. Employer Contributions.

a. The Employer agrees to make the following monthly contributions to the Central Pennsylvania Teamsters Pension Fund (the Fund) for each Eligible Employee covered by this Agreement, in accordance with the terms of the Declaration of Trust and Defined Benefit Level F and the Retirement Income Plan executed by the Employer, subject to the qualifications hereinafter specified:

* * *

Section 2. Eligibility of Employees.

a. All existing eligible Employees, and all

⁶ 2002 CBA at 5.

⁷ 1997 CBA at 21; 2002 CBA at 25. The 2002 CBA omits the word "therefore" from the paragraph quoted above.

new eligible Employees shall be eligible for participation in and for contributions to the Fund after they have been on the payroll of the Employer for thirteen (13) weeks.

b. In determining the initial thirteen (13) week period, a new Employee shall be deemed to be on the payroll of the Employer each week he is assigned and works three (3) separate work periods during one (1) work week, or is assigned and works twenty (20) hours or more in less than three (3) separate work periods during one (1) work week.

c. The specified monthly contributions shall be paid beginning with:

(1) The month in which an Employee has completed thirteen (13) weeks of employment when his date of employment was on or before the fifteenth (15th) day of the month.

(2) The month after completing thirteen (13) weeks of employment when his date of employment was on or after the sixteenth (16th) day of the month.

d. After completing the thirteen (13) weeks of employment, the specified contribution shall be paid for each calendar month an Employee is credited with 86 hours or more, regardless as to classification of casual, probationary, temporary, etc. If an Eligible Employee is credited with less than 86 hours in a calendar month, the Employer shall report to the Trustee the actual hours in a calendar month, the Employer shall report to the Trustees the actual hours credited even though no contribution is due.⁸

9. Although the 1997 CBA does not expressly address the issue of workers leased by defendant from temporary staffing agencies, the 2002 CBA states:

⁸ 1997 CBA at 17-18; 2002 CBA at 21-23.

The Company will make every effort to eliminate the use of Staffing agencies for full-time positions. The Company will consider for probationary status, any agency-provided worker that completes 400 hours of work within a rolling calendar year. The only exception to the 400 hour rule are the variety-pack assembly personnel.

Prior to completion of 400 hours of work, the Company will review the agency-provided worker's performance, evaluations by their supervisors, their application information and references during the consideration process. Agency-provided personnel that are unable to be hired as a probationary employee, for whatever reason, upon the completion of/or before the 400 hour threshold, will not be recalled.

In the event that there are no full-time positions open at the time of the agency-provided worker meets the 400 hour threshold, they will be allowed to exceed that restriction.⁹

10. The 1997 CBA addresses the procedures by which plaintiffs can audit defendant concerning its pension contributions as follows:

Section 3. Audit and Penalties.

The Trustees shall have the authority to have an independent certified public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. In the event that it is found that the Employer has not been complying with the provisions of this Agreement, the Employer shall pay the following:

⁹ 2002 CBA at 26.

(1) The full cost of audit;

(2) Any damages allowed by law based on the above or on any other amounts which should have been paid to the Fund on behalf of an Eligible Employee.

In the event an Employer is charged with any of the cost hereinabove set forth, the Employer may proceed in accordance with the Grievance Procedure provided elsewhere in this Agreement.¹⁰

11. The 2002 CBA addresses the procedures by which plaintiffs can audit defendant concerning its pension contributions as follows:

Section 3. Audit and Penalties.

The Trustees shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Pension Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. In the event that it is found that the Employer has knowingly misrepresented the information required for compliance with the provisions of this Agreement, the Employer shall pay the following:

(1) The full cost of audit;

(2) Any damages allowed by law based on the above or on any other amounts which should have been paid to the Fund on behalf of an Eligible Employee.

In the event an Employer is charged with any of the costs hereinabove set forth, the Employer may proceed in accordance with the Grievance Procedure provided elsewhere in this Agreement.¹¹

¹⁰ 1997 CBA at 18-19.

¹¹ 2002 CBA at 23.

12. Defendant supplements its workforce with workers leased through temporary staffing agencies.¹² From 2001 to 2003, defendant leased approximately 1,500 workers from such staffing agencies for production and warehouse positions.¹³

13. The staffing agency employees were not members of Local 429 and did not receive the wages and benefits provided under the CBAs.¹⁴

14. The leased workers performed the same type of bargaining unit work as the members of Local 429.¹⁵

15. In spring 2001 the Fund conducted an audit of defendant to determine its compliance with pension fund contribution obligations for the period of November 1, 1999 through December 31, 2000.¹⁶

16. On the first day of the audit the Fund's Payroll Audit Manager David T. Doyle requested and defendant produced

¹² Deposition of Patricia Kelter, February 12, 2004 ("Kelter Dep."), Exhibit G to Plaintiffs' Appendix, at page 21; Deposition of Jeralyn Ellis, February 12, 2004 ("Ellis Dep."), Exhibit H to Plaintiffs' Appendix, at pages 12-15.

¹³ Declaration of David T. Doyle, dated March 2, 2004 ("Doyle Decl."), Exhibit C to Plaintiffs' Appendix, at ¶ 15.

¹⁴ Murray Dep. at 44, 46.

¹⁵ Murray Dep. at 9, 16-17; Kelter Dep. at 39-40; Deposition of Chris Hall, February 12, 2004, Exhibit I to Plaintiffs' Appendix, at pages 8-9, 11-12; Deposition of Scott Lehr, February 12, 2004, Exhibit E to Plaintiffs' Appendix, at pages 7-8.

¹⁶ Deposition of David T. Doyle, February 17, 2004 ("Doyle Dep."), Exhibit E to Plaintiffs' Appendix, at pages 53-54.

records pertaining to employees working pursuant to defendant's leasing agreements with temporary staffing agencies.¹⁷

17. On April 12, 2001 the Fund issued its audit report seeking \$7,095.00 in contributions for personnel working for defendant pursuant to leasing agreements.¹⁸

18. On May 3, 2001 Mr. Doyle met with then-plant manager Bill Rodman and two other representatives of defendant, Jeralyn Ellis and Cathy Copenhaver, at defendant's request.¹⁹

19. At the May 3, 2001 meeting Mr. Doyle explained the Fund's demand for pension contributions related to staffing agency employees. With the full authority of defendant,²⁰ Mr. Rodman agreed that defendant would make the pension contributions concerning the staffing agency employees.²¹

20. On May 15, 2001 defendant wrote a check for the contributions demanded by the Fund pursuant to its audit report.²²

21. At all times relevant to the issue in dispute, the Fund had in effect a Credit/Refund Policy requiring any

¹⁷ Doyle Dep. at 53.

¹⁸ Doyle Dep. at 54-55; Ellis Dep. at 29-30; Defendant's Counterclaim at ¶¶ 9-10.

¹⁹ Doyle Dep. at 54-55.

²⁰ Murray Dep. at 23.

²¹ Doyle Dep. at 54-55.

²² Kelter Dep. at 54; Defendant's Counterclaim at ¶ 10.

contributing employer to submit a claim for erroneous overpayment to the Fund within two years of the date of the overpayment.²³

22. Defendant did not submit a claim for an overpayment on behalf of staffing agency employees for the audit period of November 1, 1999 to December 31, 2000 within two years of its May 15, 2001 payment.²⁴

23. In 2002 the Fund again audited defendant, and Mr. Doyle requested from Jeralyn Ellis defendant's records concerning staffing agency employees. Ms. Ellis referred Mr. Doyle to Acting Human Resources Director Tom Carle.²⁵

24. Mr. Carle refused Mr. Doyle's request for the defendant's records concerning staffing agency employees.²⁶

Conclusions of Law

Applying the summary judgment standard to the issues presented by the parties, we make the following legal conclusions:

1. The language in the collective bargaining agreements concerning employee eligibility for pension fund contributions is clear and unambiguous.

²³ Doyle Decl. at ¶ 9; Credit/Refund Policy, revised March 25, 1998, Exhibit 1 to Doyle Decl.

²⁴ Doyle Decl. at ¶ 8.

²⁵ Doyle Dep. at 68-70.

²⁶ Doyle Dep. at 70-71.

2. The staffing agency employees are deemed to have been on defendant's payroll.

3. The staffing agency employees were eligible employees under the collective bargaining agreements.

4. Defendant was required to make appropriate pension fund contributions for eligible staffing agency employees pursuant to the terms of the collective bargaining agreements.

5. Defendant's demand for the return of its alleged overpayment made May 15, 2001 was waived by defendant's failure to make a claim for such refund within the contractual two-year time limits.

Discussion

The only disputed issue is whether, under the 1997 and 2002 Collective Bargaining Agreements, defendant is liable to plaintiffs for pension fund contributions for workers working at defendant's Berks County Facility pursuant to certain leasing agreements with temporary staffing agencies. For the reasons stated below, we find that defendant is liable to plaintiffs for pension fund contributions for staffing agency employees working at its Berks County Facility who were otherwise entitled to such contributions pursuant to the pension fund sections of the 1997 and 2002 CBAs.

Initially, we must determine whether the contract language in this action is ambiguous. We find that it is not.

"The determination of whether a contract term is clear or ambiguous is a pure question of law[.]" Teamsters Industrial Employees Welfare Fund v. Rolls-Royce Motor Cars, Inc., 989 F.2d 132, 135 (3d Cir. 1993).

To determine whether a contract term in a collective bargaining agreement is ambiguous, we must "hear the proffer of the parties and determine if there [are] objective indicia that, from the linguistic reference point of the parties, the terms of the contract are susceptible of different meanings." Id. at 135 (quoting Sheet Metal Workers, Local 19 v. 2300 Group, Inc., 949 F.2d 1274, 1284 (3d Cir. 1991)). We must "consider the contract language, the meanings suggested by counsel, and the extrinsic evidence offered in support of each interpretation." Id. (citations omitted).

The disputed language in this action concerns the requirement that defendant make pension fund contributions "for each Eligible Employee covered by this Agreement".²⁷ That language is found in both collective bargaining agreements involved. "Eligibility" as an employee for participation in, and for contributions to, the Fund is extended under the 1997 and 2002 CBAs to those who "have been on the payroll of the Employer for thirteen (13) weeks".²⁸

Moreover, "[i]n determining the initial thirteen (13)

²⁷ 1997 CBA at 17; 2002 CBA at 21.

²⁸ 1997 CBA at 18; 2002 CBA at 22.

week period, a new Employee shall be deemed to be on the payroll of the Employer each week he is assigned and works three (3) separate work periods during one (1) work week, or is assigned and works twenty (20) hours or more in less than three (3) separate work periods during one (1) work week.”²⁹ (Emphasis added.)

Plaintiffs argue that the staffing agency employees at issue are “eligible employees” requiring pension fund contributions by defendant. To that end, plaintiffs argue that: 1) this court should restrict its examination of the CBAs to the language discussed above because the Fund can only be expected to rely upon the pension fund language of a CBA, rather than any other terms in the agreement; 2) staffing agency employees are “deemed” to be on defendant’s payroll; and 3) staffing agency employees are “covered” by the applicable CBAs.

In contrast, defendant argues that staffing agency employees are not “eligible employees”. Defendant argues that: 1) the court is not limited to a review of the pension fund section of the CBAs; 2) staffing agency employees are not on defendant’s payroll; and 3) staffing agency employees are not “covered” by the CBAs at issue. As explained below, we agree with plaintiffs in all respects and accordingly enter judgment in plaintiffs’ favor.

²⁹ 1997 CBA at 18; 2002 CBA at 22.

The Third Circuit has stressed the right of a pension fund to rely on the accuracy of the terms of a CBA because such a fund is not a party to the agreement and not privy to the negotiations between the parties. Central Pennsylvania Teamsters Pension Fund v. McCormick Dray Line, Inc., 85 F.3d 1098, 1103 (3d Cir. 1996). Given the "administrative burden and costliness" placed on a multi-employer pension fund to review the entirety of every CBA requiring contributions to its fund, we find that it is reasonable for a multi-employer pension fund to limit its review of a CBA to that part of the CBA concerning pensions. See Central Pennsylvania Teamsters Pension Fund v. W & L Sales, Inc., 778 F. Supp. 820, 830 (E.D. Pa. 1991).

Because the 1997 and 2002 CBAs include language rendering an employee who is not technically on defendant's payroll nonetheless eligible for pension contributions if he is "deemed" to be on the payroll, defendant's argument that staffing agency personnel are not eligible employees because they are not on its payroll fails. Workers employed by staffing agencies and leased full-time by an employer may also be considered employees of that employer even though they are not on that employer's payroll. See Schaffer v. Eagle Industries, Inc., 726 F. Supp. 113, 117-118 (E.D. Pa. 1989).

We find that the language of the CBAs at issue in this case "deeming" workers who are not otherwise on defendant's payroll to be on the payroll clearly and unambiguously

contemplates the possibility that defendant may be liable for contributions for employees who are not on its payroll. Thus, we find that staffing agency personnel leased by defendant to perform bargaining unit work may be deemed to be on defendant's payroll for pension purposes.

Defendant further argues that the staffing agency employees are not "eligible employees" for pension purposes because they are not "covered by this Agreement". To that end, defendant cites the opening sentence of the CBAs which states:

This AGREEMENT, made by and between POWER PACKAGING, INC., party of the first part (hereinafter called the "Company"), and TEAMSTERS LOCAL UNION NO. 429, party of the second part (hereinafter called the "Union"), covering wage rates and other conditions of employment of Employees working in the Plant/Warehouse and related warehouse of Power Packaging, Inc. who are members of said union.³⁰

Defendant argues that this sentence limits the pension clause to those employees "who are members of said union." We disagree.

Initially, we note that the pension section, as explained above, cannot be limited by other language found in the CBAs. The pension sections of both CBAs contemplate contributions for workers who are not on defendant's payroll. Specifically, the language in the pension fund section deeming non-payrolled employees to be on the payroll necessarily contemplates non-union members.

³⁰ 1997 CBA at 3; 2002 CBA at 4.

Moreover, the language in the "86-Hour" clause of the pension sections of the 1997 and 2002 CBAs clearly and unambiguously applies contribution rights to workers otherwise qualified pursuant to that section "regardless as to classification of casual, probationary, temporary, etc."³¹ (Emphasis added.) Because casual, probationary, temporary and "etc." employees necessarily include non-union employees, and such employees are addressed in that very section, a plain reading of this language indicates that non-union employees are "covered" by the pension section of the CBAs. Therefore, we find that staffing agency employees are "covered" by the CBAs as that term is used in the pension sections of the 1997 and 2002 CBAs.

For the reasons explained above, we find that the language at issue in this action concerning the eligibility of employees for pension fund contributions is clear and unambiguous. Moreover, we find that defendant is liable to plaintiffs for pension fund contributions for staffing agency employees performing collective bargaining work at defendant's Berks County Facility who are otherwise qualified pursuant to the terms of the pension fund sections of the 1997 and 2002 CBAs.

Finally, we address the issue of defendant's counterclaim seeking recovery of defendant's alleged overpayment of pension fund contributions to plaintiffs during the period

³¹ 1997 CBA at 18; 2002 CBA at 23.

from November 1999 to December 2000. As explained above, we find that defendant is liable to plaintiffs for pension fund contributions for staffing agency employees performing collective bargaining work at defendant's Berks County Facility who are otherwise qualified pursuant to the terms of the pension fund sections of the 1997 and 2002 CBAs. Therefore, defendant's counterclaim alleging plaintiffs' unjust enrichment in maintaining defendant's \$7,095.00 contribution made May 15, 2001 for staffing agency employees for the period of November 1, 1999 to December 31, 2000 fails.

Moreover, we find that defendant has waived any claim for a refund of any mistaken overpayment. Plaintiffs' refund policy requires claims for mistaken overpayments to be made within two years of the payment. Defendant has offered no evidence that it sought a refund from plaintiffs within two years of its May 15, 2001. For these reasons, defendant's counterclaim fails as a matter of law.

Conclusion

For all the foregoing reasons, we grant plaintiffs' motion for summary judgment and we deny defendant's motion for summary judgment. Accordingly, we enter judgment in favor of plaintiffs on both the Complaint and the counterclaim.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CENTRAL PENNSYLVANIA TEAMSTERS)
PENSION FUND and JOSEPH SAMOLEWICZ,)
) Civil Action
Plaintiffs,)
)
vs.) No. 03-CV-02626
)
POWER PACKAGING, INC.,)
)
Defendant.)

O R D E R

NOW, this 24th day of May, 2004, upon consideration of Plaintiffs' Motion for Summary Judgment, which motion was filed on March 5, 2004; and Defendant Power Packaging, Inc.'s Motion for Summary Judgment, which motion was also filed on March 5, 2004; upon consideration of the briefs of the parties; and for the reasons expressed in the accompanying Opinion,

IT IS ORDERED that plaintiffs' motion is granted.

IT IS FURTHER ORDERED that defendant's motion is denied.

IT IS FURTHER ORDERED that judgment is entered in favor

of plaintiffs Central Pennsylvania Teamsters Pension Fund and Joseph Samolewicz and against defendant Power Packaging, Inc. on plaintiffs' Complaint and on defendant's counterclaim.

IT IS FURTHER ORDERED that the parties shall have thirty days from the date of this Order to reach agreement and notify the court concerning the following issues of damages: (1) the amount of unpaid contributions owed to plaintiffs by defendant for the years 2001, 2002 and 2003; (2) the amount of prejudgment interest due to plaintiff; (3) the amount of liquidated damages due to plaintiff; and (4) the amount of attorneys' fees and costs due to plaintiff.

IT IS FURTHER ORDERED that defendant and its agents, officers, employees and assigns are permanently enjoined from any future violations of the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001-1461, and the Labor Management Relations Act, 29 U.S.C. §§ 141-197, with respect to the Central Pennsylvania Teamsters Pension Fund.

BY THE COURT:

James Knoll Gardner
United States District Judge