Health & Welfare

Effective August 1, 2013 the Employer agrees to pay to the Warehouse Employees Local Union No. 730 and Employers Health and Welfare Trust Fund, or its mutually approved successor, on behalf of each Regular Employee covered by the collective bargaining agreement, who has completed six full months of continuous employment from date of hire, four dollars and twenty eight cents ($4.28) per hour for each hour for which said employee actually works up to a maximum of forty (40) hours per week to cover the revised plan of benefits negotiated by the parties with modification in such benefits as prescription drug and medical co-pay contributions.

Should the Fund reserves decline below 15 months of reserves, the Employer shall contribute an additional fifty cents ($0.50) per each hour worked for each year in which reserves are below 15 months.

The payments shall be used by the Welfare Fund to provide health benefits for eligible employees in accordance with the plan of said Health and Welfare Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees. A copy of the plan of benefits and rules of eligibility shall be made available to the Employer upon request and whenever changes are enacted by the Fund Trustees.

The Employer hereby agrees to become a party to the Agreement and Declaration of Trust establishing the said Health and Welfare Fund and agrees to be bound by all the terms and provisions of said Agreement.

Employer's continued participation in and contribution to the Fund shall be contingent upon (1) the Fund's continuing qualification under the Internal Revenue Code for Employer's contributions to be fully tax deductible; and (2) such participation satisfying in full all legal and mandatory expenditures and requirements concerning the providing of health care or health insurance benefits to bargaining unit employee. In the event such requirements are not met, the Employer may cease participation in the Fund and substitute such other insurance or plan of benefits as will meet minimum requirements of law after consultation with the Union.

In the event of a significant legislative or administrative change in applicable federal or state law regarding health care or benefits, the parties may, by mutual written agreement, reopen this agreement for limited purpose of reallocating the economic terms and conditions of the agreement to take into account of the change. The provisions of this agreement shall remain in effect until modified. The Union expressly reserves its right to strike or engage in other peaceful primary activity in the event the parties are unable to reach agreement after the reopener has been exercised.

ARTICLE 32

No side Agreements

This Agreement contains all the covenants, stipulations, and provisions agreed upon by the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by any statement, representation or agreement