Warehouse Employees Union Local No. 730
Health & Welfare Trust Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
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Agenda

December 17, 2021
(At approximately 11:00 AM)

I. Call to Order

II. Minutes, Regular Meeting – September 1, 2021

III. Financial Report – Investment Performance Services

IV. Co- Counsel Report

V. Administrative Manager Report

VI. Invoices

VII. Participant Appeal

VIII. Provider Reports

   a. NFP (Stop Loss Renewal)
   b. Segal

IX. Other Fund Business

X. Next Meeting Date and Location

XI. Adjournment

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DRAFT
MINUTES OF THE MEETING OF THE BOARD OF TRUSTEES OF THE WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 HEALTH AND WELFARE TRUST FUND
SEPTEMBER 1, 2021
VIA TELECONFERENCE

The following Trustees were present:

UNION TRUSTEES	EMPLOYER TRUSTEES
R. Brooks – Chairman	J. Paradis – Secretary
J. Lacy	H. Sebhat
F. Myers	F. Stegman
T. Richardson – Alternate[1]	M. Goble – Alternate

Also present were:

A. Cochran – Associated Administrators, LLC
M. DeLancey – Blank Rome LLP
R. Grant – Associated Administrators, LLC
G. Hayes – Cigna
J. Kimble – Morgan, Lewis & Bockius, LLP
G. Kreidler – Cigna
M. Pascal – Novak Francella LLC
R. Sichel – Investment Performance Services, LLC

I. CALL TO ORDER

A quorum being present, the meeting was called to order.

[1] Tyrone Richardson joined the meeting at 10:58 a.m.

II. MINUTES

The Trustees reviewed the minutes of the last regular meeting held June 10, 2021.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED that the minutes of the last regular meeting held on June 10, 2021 are approved as presented.**

III. FINANCIAL REPORT

A. Custodian Bank – PNC Bank, NA

Ms. Cochran noted a copy of the PNC Summary of Activity report for the period January 1, 2021 through June 30, 2021 is contained in the meeting booklet.

B. Investment Performance Services, LLC (“IPS”)

1. Investment Performance

The Trustees welcomed Mr. Rich Sichel of IPS to the meeting.

Mr. Sichel distributed his report titled, “Master Consulting Services Report – June 30, 2021”. Mr. Sichel reported that the total market value of assets as of June 30, 2021 was $14,437,775.

2. Asset Allocation

Mr. Sichel reported that as of June 30, 2021, the Fund held 41.4% in Investment Grade Fixed Income, 39.0% in Short Duration High Yield, 3.8% in Real Estate, and 15.7% in cash equivalents. He noted Wedge Capital held $5,976,874, Chartwell Investment held $5,634,192, ARA Core Property Fund L.P. held $555,700, and there was $2,271,009 in the cash account.

Mr. Sichel noted that the cash allocation is within the targeted policy range;

however, he recommended the Trustees consider reallocating the assets as follows: 1) $500,000 from the cash account to Wedge Capital Management (Investment Grade Fixed Income), 2) $1,500,000 to Chartwell (Short Duration High Yield Fixed Income) and 3) $150,000 from the cash account to Boyd Watterson (Real Estate – Value Add).

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to follow IPS' recommendation to rebalance the assets by allocating funds as follows: 1) $500,000 from the cash account to Wedge Capital Management, 2) $1,500,000 from the cash account to Chartwell Investment and 3) $150,000 from the cash account to Real Estate – Value Add.

The Trustees thanked Mr. Sichel for his report and he was excused from the meeting.

IV. <u>AUDITOR REPORT</u>

The Trustees welcomed Ms. Marcella Pascal of Novak Francella LLC to the meeting.

Ms. Pascal reviewed the draft Financial Statements for the year ended December 31, 2020. She said this audit reflects an unmodified opinion, in all material respects, of the financial status of the Fund. The total assets as of December 31, 2020 were $13,457,305, accounts payable were $38,424 and benefit obligations totaled $1,483,580. She noted total additions for the year ended December 31, 2020 were $6,213,796, and total deductions were $3,278,136, resulting in Net Assets Available for Benefits of $13,416,897 as of December 31, 2020. She also reviewed the notes to the financial statements, the schedule of administrative expenses, the schedule of employer contributions, the schedule of assets held for investment purposes, and the schedule of reportable (5%) transactions.

V. COUNSEL REPORT

A. Subrogation Report

Mr. DeLancey reviewed the status of subrogation matters as of June 10, 2021. He said no cases were closed or opened since the last Board of Trustees meeting on June 10, 2021. Mr. DeLancey stated there is one open case that requires action. Mr. DeLancey noted that the participant’s attorney, Snyder Law Group, requested a lien reduction in regard to participant Stefan Mansar. Mr. DeLancey said after deducting the Fund’s lien of $27,176.48 (unreduced), the participant’s recovery would be $60,175.52. He said Fund Counsel recommends rejecting the lien reduction request and demanding full payment of the Fund’s lien.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to accept Fund Counsel’s recommendation and reject the lien reduction.

B. Cybersecurity Policy

Mr. Kimble said in early April 2021, the Department of Labor issued sub-regulatory guidance regarding best practices for plans with respect to cyber security measures. Included in the meeting booklet is a proposed Cybersecurity Policy and a Questionnaire for the Funds’ service providers.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to accept Fund Counsel’s Cybersecurity Policy and Questionnaire.

C. Transparency in Coverage and Consolidated Appropriations Act

Mr. Kimble said on August 20, 2021 the Departments of Labor, Health and Human

Services, and Treasury announced their intention to exercise enforcement discretion with respect to portions of the Transparency in Coverage and Consolidated Appropriations Act. He noted the delayed deadline for plans and issuers to publish machine-readable files relating to prescription drug pricing and monthly in-network and allowed-amount machine-readable files. The original effective date of December 27, 2021 was delayed until December 27, 2022. Mr. Kimble said that the Department of Labor, Health and Human Services and the Treasury Department are now encouraging plans to make good faith, reasonable interpretations regarding the Health Insurer and ID Cards and Provider Directories while the implementation guidance is developed. Mr. Kimble additionally noted the Plan is waiting for additional regulations and rules in regard to the Advance Explanation of Benefits.

VI. <u>ADMINISTRATIVE MANAGER'S REPORT</u>

Ms. Cochran presented the Administrative Manager's Report for the second quarter 2021. The report showed contributions of $1,521,815, interest and dividend income of $96,206, and miscellaneous income of $0, producing a total income of $1,622,569 for the quarter. Expenses included $747,318 of benefit expenses and $80,423 of operating expenses, producing a total expense of $827,741. This produced a total surplus of $794,828 for the quarter ended June 30, 2021. Ms. Cochran noted that contributions were made on behalf of 336 Plan participants.

VII. <u>INVOICES</u>

Ms. Cochran presented a list of invoices dated September 1, 2021 for the Trustees' review. It was noted that there were no additions, deletions, or changes to the list.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED that the invoices on the list dated September 1, 2021 are approved for payment as presented.**

VIII. PROVIDER REPORT – CIGNA

The Trustees welcomed Mr. Graham Hayes and Ms. Greta Kreidler of Cigna to the meeting.

A. PPO Savings Report

Mr. Hayes reviewed the CIGNA PPO savings report for the period January 1, 2021 through July 31, 2021. The PPO network savings, meaning the billed amount less the network allowed amount, equaled $1,122,386. This represents an overall PPO savings of 46.5% for the period January 1, 2021 through July 31, 2021. Mr. Hayes reviewed the out-of-network savings results for the period January 1, 2021 through July 31, 2021 noting a savings of 51.9%.

B. Laboratory Analysis Report

Mr. Hayes presented a Cigna Network Analysis Report as of June 2021. He noted 315 participants live within a 5-mile radius of a LabCorp facility and 60 members within a 5 mile radius to a Quest facility. The Trustees discussed the benefits of LabCorp and Quest being the exclusive laboratory facilities, noting Cigna's estimated savings to the Fund of $44,511 for a six-month period.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

> **RESOLVED to make LabCorp and Quest the exclusive laboratory facilities effective January 1, 2022.**

Fund Counsel noted that participants will need 60-day advance notice of this change. Ms. Cochran said she would work with Cigna to prepare a letter to participants.

IX. <u>OTHER FUND BUSINESS</u>

A. <u>Employer Contribution Rate Letter</u>

Ms. Cochran reported that Associated mailed a contribution rate increase letter to Adams Burch and Giant Recycling on June 4, 2021 for a rate change effective July 1, 2021.

B. <u>Fiduciary Liability Policy</u>

Ms. Cochran noted interim action the Trustees took to renew the Fiduciary Liability policy for the period July 26, 2021 through July 26, 2022 with the incumbent carrier, Markel American Insurance Company/Ullico (“Ullico”), through the broker NFP Property & Casualty Service, Inc. (“NFP”). She said there was a decrease in the annual premium of $1,910. She reported that the Trustees approved the renewal via an electronic poll conducted in August 2021.

Ms. Cochran advised the Trustees that letters regarding their required payment of the Waiver of Recourse premium of $25 were emailed on August 26, 2021.

Ms. Cochran noted that the Trustees had requested the Administrative Manager to work with Segal as a broker to obtain proposals in addition to NFP. She said she was advised by Segal that they were not able to obtain proposals as the carriers will only work with one broker per renewal.

Trustee Brooks said he would speak with NFP regarding the time frame the Trustees expect to have the proposals in advance of the policy expiration date. Ms.

Cochran said each year she has expressed the Trustees expectations to have the proposals well in advance of the expiration date.

C. <u>Patient Centered Outcomes Research Institute (PCORI)</u>

Ms. Cochran stated the PCORI fee, imposed by the Affordable Care Act for self-insured group plans, was mailed by July 31, 2021. The amount paid was $1,984.36.

D. <u>Summary Plan Description (SPD)</u>

Ms. Cochran stated a draft revised version of the SPD is currently under review by Fund Counsel.

E. <u>Life Insurance Benefit</u>

Trustee Brooks requested that the Administrative Manager solicit proposals from Voya, the current life insurance provider, for increasing the life insurance benefit from $45,000 to $50,000 and $55,000.

X. <u>NEXT MEETING DATE AND LOCATION</u>

After discussion, the Trustees selected December 17, 2021 as their next regular meeting date immediately following the companion Pension Fund meeting via teleconference.

XI. <u>ADJOURNMENT</u>

There being no further business to come before the Trustees, the meeting was adjourned.

Respectfully submitted,

Jason Paradis
Secretary

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730
HEALTH AND WELFARE TRUST FUND
SUMMARY SUBROGATION REPORT
December 17, 2021

**I. Active Subrogation Cases Open as of December 17, 2021
Trustees' Meeting..0**

**II. Subrogation Cases Closed Since September 1, 2021
Trustees' Meeting..1**

**III. Subrogation Cases Opened Since September 1, 2021
Trustees' Meeting..0**

WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 HEALTH AND WELFARE TRUST FUND
SUBROGATION REPORT FOR TRUSTEE MEETING OF DECEMBER 17, 2021

PARTICIPANT (DEPENDENT)	ATTORNEY FOR PARTICIPANT	DATE OF ACCIDENT	EMPLOYMENT STATUS	BENEFITS STATUS	CURRENT LIEN AMOUNT	STATUS OF COLLECTION EFFORTS
CLOSED						
Stefan Mansar 5645 Settler Place Columbia, MD 21044	David Snyder Snyder Law Group The Woodholme Center 1829 Reisterstown Rd. Suite 250 Baltimore, MD 21208 (410) 843-3476	7/22/20	Active	Eligible	$0.00 (Medical) $0.00 (A&S)	• Participant sustained injuries in an automobile accident. On 12/1/20, Participant's counsel stated that a complaint has not been filed. Participant is still undergoing treatment and will be for some time. • Participant retained new representation, who has not executed a new subrogation agreement. As a result, current and future claims are being pended until AA receives a subrogation agreement signed by new counsel. • New counsel is non-responsive. Has not returned messages regarding matter – most recent attempt on June 1, 2021. • On 8/18/21, Participant's counsel requested a lien reduction. The insurance carrier for the responsible third-party has made a settlement offer of $140,000. Participant's counsel has agreed to reduce his fee by 5% (from 40% to 35%) to $49,000. Participant has incurred approximately $10,000 in out of pocket expenses. Multispecialty Healthcare has agreed to reduce its medical expenses claim by 33% to $3,638. Based on the above, even after deducting the Fund's lien of $27,176.48 (unreduced), the Participant's net recovery would be $60,175.52. Based on these facts, Fund counsel recommends rejecting the lien reduction request and demanding full payment of the Fund's lien. • At the 9/1/21 meeting, the Trustees denied the lien reduction request. • On 9/14/21, counsel paid the full lien amount ($27,146.78)

Morgan Lewis

MEMORANDUM

TO: Trustees of the Warehouse Employees Union Local No. 730 Health and Welfare Fund

FROM: Jim Kimble
Merle DeLancey

DATE: December 17, 2021

SUBJECT: Purdue Pharma Bankruptcy Distribution

SUMMARY: The Fund may be eligible for a distribution related to Purdue Pharma's bankruptcy. The application for a distribution will likely be time-intensive. Furthermore, the distribution can only be spent on addiction treatment, and 50% of any distribution must be used for specified programs. Therefore, the Trustees should first determine if the Fund can feasibly use any distribution. If there is a use for the distribution, Associated Administrators should determine the time and cost of compiling the necessary data. Assuming that the data can be compiled efficiently, counsel will work with Associated to complete and submit an application.

A. Background

As part of its Chapter 11 bankruptcy reorganization, Purdue has established a $365 million Third-Party Payor (TPP) Trust to pay claims from insurer companies and health plans. To be eligible for a distribution, the Fund or counsel will need to complete the TPP Abatement Claim Form (attached), following the instructions outlined in this memo.

The deadline to submit the Form is a moving target. The deadline will be 60 days after the effective date of the reorganization plan; however, the reorganization plan is being appealed, and the plan also cannot become effective until after Purdue's criminal sentencing hearing. Purdue is required to provide 14 days' notice of the effective date. We expect the deadline for a distribution claim to be no earlier than late February.

B. Calculation of Distribution

1. Identify the number of participants prescribed one of the drugs on the NDC List (attached) between 1/1/2008 and 12/31/2019. Count each participant only once, regardless of the number of prescriptions.

2. Identify the number of unique prescriptions paid, all or in part, by the Fund for the drugs on the list between 1/1/2008 and 12/31/2019.

3. Identify the dollar amount paid by the Fund for the drugs identified in No. 2.

4. Identify the number of unique participants identified in No. 1 that were diagnosed with an Opioid Use Disorder (OUD), under one of the ICD codes under the OUD ICD 9 and 10 List (attached).

5. For all participants identified in No. 4, state the dollar amount paid for OUD medical claims using the codes listed in the OUD Medical Claims Codes List (attached).

6. Finally, identify the total number of participants, including covered dependents, covered by plan as of 1/1/2020.

The sum of Nos. 3 and 5 will yield the Fund's "maximum eligible amount." However, the Fund will not receive this amount. Instead, the Fund's maximum eligible amount will be divided by the total of all claimants' maximum eligible amounts. The resulting fraction will be multiplied by the $365 million in funds to yield the amount of the Fund's distribution. It is not possible to accurately estimate the amount of the distribution, as many TPP claimants have not publicly reported the amount of their Purdue spend. But note that Blue Cross has well over $1 billion in claims that will be filed against the TPP Trust, meaning that the Fund's entitlement will be significantly lower than the maximum eligible amount.

C. Use of Distribution

The Fund will need to spend all of its distribution on approved medication assisted treatment (MAT) and approved treatment programs, or attorneys' fees. Additionally, at least 50% of the distribution must be spent on programs. Approved MATs and programs are attached. Note that the approved programs include mental health and substance abuse disorder programs generally and are not just for OUD. For example, programs include expanding telehealth networks and availability, counseling, psychiatric support, and other treatment and recovery support services.

RECOMMENDATION: Before committing resources to drafting and submitting an application, the Trustees should determine, first, if there is a feasible use for a distribution. If so, Associated should estimate the time and cost it will take to collect the information required. Assuming that the data can be compiled efficiently, counsel will work with Associated to complete and submit an application.

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Effective January 1, 2022

The No Surprises Act of 2021 provides rules relating to the coverage of the following types of claims under the Fund's Plan of benefits, including rules limiting the amount of cost-sharing for which participants are responsible:

- Out-of-network emergency services, including air ambulance services.
- Ancillary services (including anesthesia, pathology, radiology, laboratory, neonatology, assistant surgeon, hospitalist, or intensivist) performed by an out-of-network provider at an in-network facility
- Non-ancillary, non-emergency out-of-network services performed at in-network facilities when the provider fails to give the appropriate notice to, and does not obtain consent from, the patient

Effective January 1, 2022, when any Participant or covered Dependent, or their authorized representative, contacts the Fund office to make a complaint or raise a concern relating to the Fund's processing of any of the above-described types of claims, the recipient of such call or correspondence will direct the caller, or the correspondence, to [insert name and title of individual], who is the designated Fund office contact to review all such complaints and concerns and address them in accordance with the requirements of the No Surprises Act and any other applicable law or regulations. Participants and covered Dependents also have a separate and independent right under the No Surprises Act to submit a complaint to the Department of Health and Human Services relating to the processing of the above-described types of claims.

Notwithstanding the foregoing, nothing in this Procedure document is intended to amend the Fund's rules for the review of claimant appeals under the Fund's Plan of benefits.

WAREHOUSE EMPLOYEES UNION
LOCAL NO. 730
HEALTH & WELFARE TRUST FUND

THIRD QUARTER 2021

ADMINISTRATIVE MANAGER'S REPORT

THIRD QUARTER 2021
CONTRIBUTIONS AND EXPENSES

INCOME				
EMPLOYER	**RATE**	**HOURS**	**PARTICIPANTS**	**CONTRIBUTIONS**
ADAMS BURCH	$ 9.17	19,609.38	43	$ 179,818
EIGHT O'CLOCK COFFEE	$ 8.50	20,663.00	45	$ 175,636
GIANT RECYCLING	$ 9.17	12,463.00	22	$ 114,286
GIANT WAREHOUSE	$ 9.17	125,781.36	205	$ 1,153,415
UNION LOCAL 730	$ 9.17	904.00	2	$ 8,290
WASHINGTON FOOD	$ 6.88	1,555.00	3	$ 10,698
COBRA			3	$ 8,273
SELF PAY			4	$ 5,676
TOTAL INCOME		**180,975.74**	**327**	**$ 1,656,092**

BENEFIT EXPENSES	**RATE**	**EXPENSE**	**AVG. HRLY COST**	**COMMENT**
CIGNA OONSP	19%	$ 3,879	$ 0.021	
CIGNA HEALTH CARE	$ 28.66	$ 29,634	$ 0.164	
DENTAL	$ 31.58	$ 31,896	$ 0.176	
DISABILITY		$ 8,486	$ 0.047	
DRUG		$ 193,027	$ 1.067	
HEARING GVS/FULLY INSURED	$ 0.29	$ 300	$ 0.002	
LIFE/AD&D-ING	$ 0.24	$ 10,886	$ 0.060	$0.21 LIFE / $0.03 AD&D
MEDICAL		$ 437,160	$ 2.416	
OPTICAL GVS/FULLY INSURED	$ 5.90	$ 5,292	$ 0.029	
STOP LOSS	$ 23.79	$ 24,385	$ 0.135	
SUB TOTAL		$ 744,945	$ 4.117	

OPERATING EXPENSES	**RATE**	**EXPENSE**	**AVG. HRLY COST**	**COMMENT**
ADMINISTRATION	$ 24.96	$ 24,586	$ 0.136	
ADMINISTRATION HIPAA	$ 0.21	$ 207	$ 0.001	
MISCELLANEOUS		$ 77,368	$ 0.428	
SUB TOTAL		$ 102,161	$ 0.565	

TOTAL EXPENSES	**$ 847,106**	**$ 4.682**

SURPLUS (DEFICIT)	**$ 808,986**

AVG. HOURLY INCOME	**$ 9.15**
AVG. HOURLY EXPENSE	**$ 4.68**
SURPLUS (DEFICIT)	**$ 4.47**

THIRD QUARTER 2021
MISCELLANEOUS EXPENSES

MISCELLANEOUS EXPENSES	AMOUNT	
AMERICAN CORE REALTY INVESTMENT MANAGER FEES	$	1,614
AUDITOR	$	6,000
CHARTWELL INVESTMENT MANAGER FEES	$	7,007
CYBER LIABILITY INSURANCE	$	8,477
INVESTMENT PERFORMANCE SERVICES	$	6,250
LEGAL	$	37,863
MEETING	$	350
PATIENT-CENTERED OUTCOMES RESEARCH TRUST FUND FEE	$	1,984
PNC FEES	$	3,768
POSTAGE	$	32
PRINTING	$	308
WEDGE CAPITAL INVESTMENT MANAGER FEES	$	3,715
TOTAL	**$**	**77,368**

2021
QUARTERLY RECAPS

INCOME	FIRST 2021	SECOND 2021	THIRD 2021	FOURTH 2021	TOTAL
CONTRIBUTIONS	$ 1,465,748	$ 1,521,815	$ 1,642,143	$ -	$ 4,629,706
COBRA	$ 2,793	$ -	$ 8,273	$ -	$ 11,066
SELF PAY	$ 6,761	$ 4,548	$ 5,676	$ -	$ 16,985
INTEREST & DIVIDENDS	$ 116,077	$ 96,206	$ 101,016	$ -	$ 313,299
MISCELLANEOUS INCOME[1]	$ 4,625	$ -	$ 161	$ -	$ 4,786
TOTAL INCOME	**$ 1,596,004**	**$ 1,622,569**	**$ 1,757,269**	**$ -**	**$ 4,975,842**
BENEFIT EXPENSES					
CIGNA OONSP	$ 5,636	$ 6,638	$ 3,879	$ -	$ 16,153
CIGNA	$ 29,405	$ 29,966	$ 29,634	$ -	$ 89,005
DENTAL	$ 31,706	$ 31,991	$ 31,896	$ -	$ 95,593
DISABILITY	$ 10,543	$ 16,457	$ 8,486	$ -	$ 35,486
DRUG	$ (2,628)	$ 195,429	$ 193,027	$ -	$ 385,828
HEARING GVS/FULLY INSURED	$ 5,301	$ 304	$ 300	$ -	$ 5,905
LIFE/AD&D	$ 10,843	$ 10,940	$ 10,886	$ -	$ 32,669
MEDICAL	$ 397,491	$ 423,211	$ 437,160	$ -	$ 1,257,862
OPTICAL	$ 6,295	$ 7,806	$ 5,292	$ -	$ 19,393
STOP LOSS	$ 23,837	$ 24,576	$ 24,385	$ -	$ 72,798
SUBTOTAL	$ 518,429	$ 747,318	$ 744,945	$ -	$ 2,010,692
OPERATING EXPENSES					
ADMINISTRATION	$ 25,322	$ 25,399	$ 24,793	$ -	$ 75,514
MISCELLANEOUS	$ 32,533	$ 55,024	$ 77,368	$ -	$ 164,925
SUBTOTAL	$ 57,855	$ 80,423	$ 102,161	$ -	$ 240,439
TOTAL EXPENSE	**$ 576,284**	**$ 827,741**	**$ 847,106**	**$ -**	**$ 2,251,131**
SURPLUS (DEFICIT)	**$ 1,019,720**	**$ 794,828**	**$ 910,163**	**$ -**	**$ 2,724,711**
					AVERAGE
AVG HOURLY INCOME	$ 9.05	$ 9.08	$ 9.71	$ -	$ 9.28
AVG HOURLY EXPENSE	$ 3.27	$ 4.63	$ 4.68	$ -	$ 4.19
SURPLUS (DEFICIT)	$ 5.78	$ 4.45	$ 5.03	$ -	$ 5.09
TOTAL PARTICIPANTS	335	336	327	0	333
FUND RESERVE	$ 13,610,265	$ 14,437,775	$ 15,194,966		

[1]Litigation settlement - $161.36

2020
QUARTERLY RECAPS

INCOME	FIRST 2020	SECOND 2020	THIRD 2020	FOURTH 2020	TOTAL
CONTRIBUTIONS	$ 1,339,909	$ 1,357,647	$ 1,490,029	$ 1,459,148	$ 5,646,733
COBRA	$ 15,357	$ 8,375	$ 10,702	$ 7,210	$ 41,644
SELF PAY	$ 572	$ -	$ 3,682	$ 2,274	$ 6,528
INTEREST & DIVIDENDS	$ 63,416	$ 99,128	$ 85,321	$ 87,278	$ 335,143
MISCELLANEOUS INCOME	$ -	$ 318	$ 101	$ -	$ 419
TOTAL INCOME	**$ 1,419,254**	**$ 1,465,468**	**$ 1,589,835**	**$ 1,555,910**	**$ 6,030,467**
BENEFIT EXPENSES					
CIGNA OONSP	$ 19,261	$ 4,150	$ 551	$ 22,265	$ 46,227
CIGNA	$ 30,420	$ 30,181	$ 29,878	$ 28,825	$ 119,304
DENTAL	$ 33,064	$ 31,131	$ 31,049	$ 32,180	$ 127,424
DISABILITY	$ 16,458	$ 15,386	$ 7,500	$ 12,343	$ 51,687
DRUG	$ 20,092	$ 229,197	$ 202,603	$ 199,742	$ 651,634
LIFE/AD&D	$ 11,307	$ 11,405	$ 11,383	$ 11,006	$ 45,101
MEDICAL	$ 816,556	$ 301,269	$ 407,464	$ 410,937	$ 1,936,226
OPTICAL	$ 6,484	$ 6,916	$ 6,556	$ 6,332	$ 26,288
STOP LOSS	$ 23,219	$ 23,596	$ 23,130	$ 22,551	$ 92,496
SUBTOTAL	$ 976,861	$ 653,231	$ 720,114	$ 746,181	$ 3,096,387
OPERATING EXPENSES					
ADMINISTRATION	$ 26,777	$ 25,297	$ 25,396	$ 25,173	$ 102,643
MISCELLANEOUS	$ 34,178	$ 41,787	$ 67,723	$ 39,526	$ 183,214
SUBTOTAL	$ 60,955	$ 67,084	$ 93,119	$ 64,699	$ 285,857
TOTAL EXPENSE	**$ 1,037,816**	**$ 720,315**	**$ 813,233**	**$ 810,880**	**$ 3,382,244**
SURPLUS (DEFICIT)	**$ 381,438**	**$ 745,153**	**$ 776,602**	**$ 745,030**	**$ 2,648,223**
					AVERAGE
AVG HOURLY INCOME	$ 8.00	$ 8.35	$ 8.79	$ 8.78	$ 8.48
AVG HOURLY EXPENSE	$ 5.85	$ 4.10	$ 4.49	$ 4.58	$ 4.76
SURPLUS (DEFICIT)	$ 2.15	$ 4.25	$ 4.30	$ 4.20	$ 3.72
TOTAL PARTICIPANTS	364	342	343	339	347
FUND RESERVE	$ 10,061,696	$ 11,153,989	$ 11,908,639	$ 12,820,175	

THIRD QUARTER 2021
CONTRACT INFORMATION

COMPANY	PLAN	CURRENT RATES	CURRENT RATE EFF. DATE	NEXT RATE CHANGE DATE	CBA EXPIRATION
ADAMS BURCH	E	$9.17	07-01-21	07-01-22	06-30-23
EIGHT O'CLOCK COFFEE	E	$8.50	02-01-21	TBD	07-17-27
GIANT RECYCLING	E	$9.17	06-01-21	06-01-22	06-20-26
GIANT WAREHOUSE	E	$9.17	06-01-21	06-01-22	05-15-27
UNION LOCAL 730	E	$9.17	06-01-21	06-01-22	FOLLOWS GIANT WAREHOUSE CBA
WASHINGTON FOOD	E	$6.88	11-01-18	11-01-21	10-31-24

HEALTH AND WELFARE
DELINQUENCY REPORT
As of September 30, 2021

NO DELINQUENCIES

Fund Reserve

Months of Available Fund Reserve			
Expenses			
	Jan - Dec 2020		$ 3,382,244.00
	Jan - Sep 2021		$ 2,251,131.00
	Total		$ 5,633,375.00
	Per Month		$ 268,255.95
Fund Reserve			
	Sep-21		$ 15,194,966.00
	Months of Reserve 9/30/2021		**56.6**
	Months of Reserve 6/30/2021		54.3

Projected Hourly Contribution - Future Expenses
Based on Most Recent 12 Month Data
(September 2021 - August 2022)

Class E	$	4.52

Warehouse Employees Union Local No. 730 Health and Welfare Fund

INVOICES

December 17, 2021

Associated Administrators, LLC

11/16/2021	Preparation of A&S Discontinuation Form	$	15.00
10/5/2021	Mailing of Notice of Creditable Coverage	$	265.86

Blank Rome LLP

11/5/2021	Fee for professional services rendered through October 31, 2021	$	3,696.00
10/5/2021	Fee for professional services rendered through September 30, 2021	$	2,772.00
9/3/2021	Fee for professional services rendered through August 31, 2021	$	7,603.20

Chartwell Investment Partners

10/21/2021	Fee for investment services rendered through September 30, 2021	$	7,143.04

Investment Performance Services, LLC

9/8/2021	Fee for professional services rendered through September 30, 2021	$	6,250.00

Morgan, Lewis & Bockius, LLP

11/15/2021	Fee for professional services rendered through October 31, 2021	$	9,858.00
10/13/2021	Fee for professional services rendered through September 30, 2021	$	3,198.00
9/14/2021	Fee for professional services rendered through August 31, 2021	$	2,916.00

NFP (The Meltzer Group)

8/18/2021	Fee for Fiduciary Liability Insurance Policy July 26, 2021 through July 26, 2022	$	8,477.00

Novak Francella, LLC

8/27/2021	Fee for Annual Audit services performed for plan year ended December 31, 2020	$	1,000.00

Segal Consulting

10/6/2021	Fee for actuarial and consulting services through August 31, 2021 related to Mental Health Parity and Addiction Equity Act	$ 1,971.25

Ullico

8/25/2021	Stop Loss Insurance Policy Premiums for September 2021 through December 2021	$ 32,616.09

Wedge Capital Management

10/20/2021	Fee for professional services rendered through September 30, 2021	$ 4,024.46

NAME: **SS#:**

Warehouse Employees Union Local No. 730 Health & Welfare Trust Fund

EMPLOYER:	Giant Food Warehouse	**LOCAL:**	730
PLAN:	E	**STATUS:**	Full Time

ISSUE: Medical – Emergency Room Services #M21/123-7984

FUND RULE:
"**COMPREHENSIVE MEDICAL BENEFITS**

Class E

Covered Expenses
Treatment, services, and supplies recommended by a physician or surgeon may be covered for you and your eligible dependent provided they are medically necessary and the amounts charged do not exceed the UCR charges. […]

Outpatient Emergency Accident or Illness – Hospital expenses incurred at a hospital emergency room or ambulatory care center *within 72 hours of an accident or emergency illness* are covered up to the day maximum for all hospital confinement benefits in a calendar year.

Outpatient Illness – Hospital expenses incurred at a hospital emergency room or ambulatory care center *are NOT payable for a non-emergency illness*. See section on Doctors' Visits and Outpatient Diagnostic X-ray & Lab Benefits for further details."
(Warehouse Employees Union Local No. 730 Health & Welfare Trust Fund SPD, Pages 52-54) (emphasis added)

"**EXCLUSIONS UNDER COMPREHENSIVE MEDICAL BENEFIT**

Class E

The following procedures and/or expenses are not covered under the Comprehensive Medical Benefit: […]

9. Treatments, services, or supplies deemed unreasonable or unnecessary."
(Warehouse Employees Union Local No. 730 Health & Welfare Trust Fund SPD, Page 60, #9)

SUMMARY:	Date(s) of Service:	October 15, 2021
	Claim(s) Received:	October 27, 2021 through November 9, 2021
	Claim(s) Denied:	November 2, 2021 through November 18, 2021
	Appeal Received:	November 12, 2014

The **participant** is appealing for payment of claims for emergency room services on October 15, 2021 that were denied. The participant states in summary that he never received any Plan information in order to make decisions about his care, and that this is not a financial issue; he is appealing on the principle that benefit information wasn't made available to him.

Fund records indicate University of Maryland Capital Region Medical Center submitted a claim for emergency room facility charges with the diagnosis "Unspecified sexually transmitted disease." Upper Chesapeake Emergency Medicine Physicians, LLC submitted a claim for emergency room physician's charges with the diagnosis "Encounter for screening for infections with a predominantly sexual mode of transmission." The claims were denied because the services were not considered emergency treatment within the extent of the Plan based on the diagnoses submitted.

After the appeal was received, letters were mailed to the participant on November 15, 2021 and December 2, 2021, requesting complete medical records for this date of service in order to verify the nature of the treatment. Medical records, received on December 8, 2021, indicated that the participant was seen in the emergency room on Friday, October 15, 2021 at 7:26 AM with a chief complaint of "burning," and that he had unprotected sex about a month prior. The participant was evaluated, multiple tests were performed, and the participant was subsequently discharged with a prescription for Doxycycline (antibiotic). After review, the charges remained denied because the visit was not considered emergency treatment within the extent of the Plan.

Fund records indicate the participant was mailed an enrollment form April 13, 2021. The participant did not return the enrollment form.

ACTION: **Approved** ☐ **Denied** ☐ **Tabled** ☐

COMMENTS:

Continuing our partnership

Warehouse Local 730

Group Benefit Policy #: 611824
1/1/2022
Group Term Life and AD&D Insurance

For Broker or Employer Use Only.
1379143
209988 – 10152020
ReliaStar Life Insurance Company, a member of the Voya® family of companies

PLAN | INVEST | PROTECT

How has your Life Insurance risk changed?

	Last Review	Current Review	Percent Change
Covered Lives	361	341	-6%
Average Age	49	49	0%
Basic Life Volume	$16,072,000	$15,057,000	-6%

There has been a slight drop in covered lives and basic life volume. Average age similar at last renewal.

Life Insurance renewal rates

				Lives	Volume	Current Rate	New Rate	Percent Change	Current Annual Premium	New Annual Premium
Class 1	Life	Basic Employee	per $1,000	341	$15,057,000	$0.210	$0.250	19.05%	$37,944	$45,171
	AD&D	Basic Employee	per $1,000	341	$15,057,000	$0.030	$0.030	0.00%	$5,421	$5,421

No commission
2 year rate guarantee

Renewal acceptance

Please check boxes and sign to acknowledge acceptance of the **renewal rates** to the current contract which are documented within this renewal document.

Renewal acceptance

❑ Group Term Life and AD&D Insurance

X________________________________

Authorized e-signature

Please use Adobe Fill & Sign to sign this digitally and email back to your Voya Account Manager. Click here for instructions.

- The policyholder has the right to cancel this policy on the policy anniversary.
- The cost for Basic Life Insurance may include Voya Travel Assistance, Funeral Planning and Concierge Services or an Employee Assistance Program.
- Funeral Planning and Concierge Services are provided by Everest Funeral Package, LLC, Houston, TX.
- Employee Assistance Program (EAP) services are provided by ComPsych® Corporation, Chicago, IL.
- Voya Travel Assistance services are provided by Europ Assistance USA, Bethesda, MD.
- If Portability is elected, individuals who choose to port their coverage may have different rate schedules than those listed above.

Group Term Life Insurance is underwritten by ReliaStar Life Insurance Company (Minneapolis, MN), a member of the Voya® family of companies. Policy form ICC LP14GP (may vary by state).

Glossary

Case Rate	calculated by blending the experience rate and manual rate for groups whose experience is not fully credible. The more credible the group is, the more the rate is waited to the experience rate (and vice-versa for the manual rate).
Constant Premium	the premium that would have been paid if the current rate and plan design had been inforce throughout the experience period.
Conversion Charges	the amount required to cover the risk associated with converting group life coverage to an individual policy when an employee terminates or retires.
Credibility	formula driven calculation that determines the weighting put on the past claims experience in the experience period to determine the case rate. Credibility is impacted by the number of lives covered, the frequency of claims, plan design and demographics. Larger cases with more claims are more credible.
Current Rate	the inforce rates being charged for the cost of coverage.
Expenses	includes commissions, premium tax, general & administrative costs.
Experience Period	the time period used in the experience evaluation.
Experience Rate	the rate that would have produced premiums adequate to cover incurred claims and expenses within the experience period.
Incurred But Not Reported (IBNR)	an adjustment to the experience calculation that projects the amount of claims during the time period lag between when a claim has been incurred and submitted.
Incurred claims	claims that are based upon when the event occurred but may have been paid at a later date. Consists of paid claims, pending claims, changes in waiver reserve, portability and conversion charges, and changes in incurred but not reported reserves (IBNR).
Incurred Loss Ratio	the loss ratio based on total incurred claims divided by constant premium, expressed as a percentage.
Manual Rate	the rate for your plan based on your employee demographics, industry, location and plan design. The manual rate does not take into account actual claims experience.
Paid Claims	claims paid during the experience review period.
Paid Loss Ratio	paid claims divided by the paid premium, expressed as a percentage.
Paid Premium	the total dollar amount received for coverage during the experience period.
Pending Claims	claims submitted where a decision is not yet determined.
Rate Basis	unless noted otherwise, Life Insurance is per $1,000; Long Term Disability Insurance is per $100 monthly covered payroll; Short Term Disability Insurance is per $10 weekly indemnity.
Reserves	funds to cover claims approved but not yet paid, incurred but not reported (IBNR), and run-out claims.
Time Value Adjustment (TVA)	an interest adjustment for the assumption of interest being earned on past paid claims and reserves for long term disability.
Waiver Reserves	funds for estimated future liability for disabled employees who have been approved for life insurance waiver of premium.

WAREHOUSE LOCAL 730 HEALTH AND WELFARE FUND

January 2021 – September 2021

Savings Results

December 17, 2021

Together, all the way.®

PPO and Out of Network Savings Program
January 2021 – September 2021

In Network	Charges	Network Allowed	Network Savings	%
Inpatient	$459,933.26	$399,549.89	$60,383.37	13.1%
Outpatient	$1,114,247.02	$634,713.85	$479,533.17	43.0%
Physician	$2,021,225.93	$938,365.32	$1,082,860.61	53.6%
Total	**$3,595,406.21**	**$1,972,629.06**	**$1,622,777.15**	**45.1%**

Out of Network Savings Program	Charges	Network Allowed	Network Savings	%
Outpatient	$16,156.93	$10,269.12	$5,887.81	36.4%
Physician	$201,117.08	$93,470.72	$107,646.36	53.5%
Total	**$217,274.01**	**$103,739.84**	**$113,534.17**	**52.3%**

Total Year To Date Savings
January 2021 – September 2021

	Savings
PPO Network Savings	$1,622,777
Out of Network Savings	$113,534
Utilization Management Savings	$32,968
Case Management Savings	$14,043
Outpatient Care Management Savings	$25,435
Total Year To Date Savings	**$1,808,757**

Offered by: Connecticut General Life Insurance Company or Cigna Health and Life Insurance Company.

MEMORANDUM OF AGREEMENT
WAREHOUSE EMPLOYEES TEAMSTERS LOCAL NO. 730
and GIANT OF MARYLAND LLC SEPTEMBER 29, 2021

This Memoranda of Agreement (MOA) is entered into between Giant of Maryland LLC (Employer) and Warehouse Employees Teamsters Local No. 730, collectively the parties.

This MOA sets forth the agreement of the parties for their new collective bargaining agreement for the period from ratification through and including midnight June 20, 2026. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2018-2022 collective bargaining agreements.

This MOA represents the entire agreement between the parties.

Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall have no evidentiary value whatsoever and, accordingly, shall not be introduced or received into evidence in any arbitration or other proceeding.

The Union, its respective officers, and bargaining committee members agree to unreservedly recommend and support the ratification of this Agreement.

The parties reserve the right to correct any errors in this MOA.

The parties agree that any and all pending or related legal actions, charges, arbitrations, grievances, claims or other disputes, regardless of forum, arising out of the alleged actions of the Employer or Union with respect to the negotiation of this Agreement prior to the ratification of this Agreement are mutually settled and released with prejudice upon ratification of the Agreement.

Signed and agreed September 29, 2021:

Ritchie Brooks
Warehouse Employees Union
Local No 730

Joseph Urban, VP of Distribution Operations
Giant of Maryland LLC.

1. **Terms of agreement:** June 26, 2022 through and including midnight June 20, 2026.

2. **Article: 4.5 Union Membership** (Add Language)

Management reserves the right to utilize temporary workforce during times of heavy volume, holidays, and staffing shortages.

a) A formal letter shall be sent to the union local office with a start and end date.
b) Union dues and initiation fees will be subsidized by the company for temporary workers.
c) Overtime will be open to all recycling employees while temporary workforce is working in the building.
d) The number of temporary workers shall not exceed six (6) positions, unless management contacts local union office during times of emergency to request additional temporary workers.

3. **Article 7.4 Overtime and holiday Work** (Add Language)

Holiday overtime shall be offered by seniority.

Holiday overtime will be staffed in the following manner:

1. Regular employees who volunteer
2. Vacation Relief employees
3. Inverse order of seniority on the following three (3) designated holidays only; Memorial Day, July Fourth, and Labor Day

4. **Article 8.6 Management Rights**. (Add Language)

Management reserves the right to consolidate light salvage trailers outside of the recycling operation during times of heavy volume, holidays, or staffing shortages. The salvage can only be consolidated by vacation relief employees and not regular Fresh food employees.

5. **Article 10: Holidays**

10.3 b) Employees will gain one (1) personal holiday per year, up to five (5) personal holidays.

Delete(last line of b): *and one (1) additional personal holiday for Presidential Inauguration.*

10.3 c) (Delete language)

Effective January 1, 2016, no associates will earn more than four (4) personal holidays unless it is a Presidential Inauguration as stated in article 10.3 (b).

10.7 (Delete language)

All time worked in excess of thirty-two (32) hours in any calendar week in which a holiday occurs shall be paid at the rate of one and one-half (1 ½) times the regular rate.

6. **Article 23.1 Uniforms** (delete language)

Each January, the Employer will provide six (6) uniforms or six (6) coveralls or trades within this number. Said work clothes will become the property of the employee and the employee will be responsible for their cleaning and maintenance.

23.1 uniforms (add Language)

Uniforms will be provided through a third-party rental company. The company agrees to provide eight (8) sets of pants and shirts, to all employees after sixty (60) days of continuous service.

7. **Article 28.2 Rest Period** (Add Language)

The company agrees that between the time period of Memorial Day and Labor Day, all recycling associates will be granted an additional five (5) minutes added to each break period, if the temperature exceeds 90 degrees.

8. **Article 29 Health and Welfare**

29.1 The Employer will follow the below contribution schedule to the Warehouse Employees Local 730 Employers Health Trust for each hour which said regular employee actually works.

Each calendar year the parties shall request from the Employee's Health and Welfare Trust Fund and the amount of reserves expressed in months of Fund as of May 1st of the applicable calendar year. The Fund's methodology for calculating the Fund's requested reserves shall be based upon the same methodology as used to report reserves to Fund Trustees. If the reserve amount reported to the Fund's Trustees is less than 15 calendar months the parties agree that the employer's contribution rate to the Fund shall increase by $.50 per hour for the period of twelve months, such increases shall be effective for contributions due the month of June.

Effective June 1, 2022 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.
Effective June 1, 2023 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.
Effective June 1, 2024 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.
Effective June 1, 2025 the Employer will contribute to the Warehouse Employees Local 730 – Employers Health Trust Eight dollars and fifty cents ($8.50) per hour which said regular employee actually works.

19. **Article 30: Pension**

30.l The Union has represented to the Employer that it has in effect a Pension Plan which has met the requirements of the Internal Revenue Service, as a qualified plan, and is not inconsistent with any of the terms and conditions of the National Labor Relations Act, as amended.A copy of such Pension Plan will be attached hereto.

30.2 Giant will remain in the Fund's preferred Rehabilitation Plan (4.9% contributionincreases annually) as previously agreed through May of 2022 on behalf of each regular employee covered by this agreement, for each hour which said regular employee actually works. Giant will continue paying 4.9% annual contribution rate increases to the pension fund through 2024. If the fund enacts a plan under the MP RA toavoid plan insolvency, the 4.9% rate increases will continue each January through the endof the agreement. If no MPRA plan to avoid insolvency is enacted by 2024, Giant's contribution rate will be frozen at the 2024 level of eight dollars and seventy-six cents ($8.05) per all hours worked for the remainder of the agreement.

30.3 Except as mentioned above and consistent with the Rehabilitation Plan adopted by the Trustees of Local 730, the Company hereby agrees to pay a 4 .9% increase over the existing pension plan contribution requirement of five dollars andseventy cents ($7.32) per hour as follows:

Effective January 1, 2023, the Employer shall pay an additional thirty-six cents ($.36) per hour and the contribution rate shall be seven dollars and sixty-eight cents ($7.68) per hour.
Effective January 1, 2024, the Employer shall pay an additional thirty-eight cents ($.38) per hour and the contribution rate shall be eight dollars and five cents ($8.05) per hour.
Effective January 1, 2025, the Employer shall pay an additional thirty-nine cents ($.39) per hour and the contribution rate shall be eight dollars and forty-five cents ($8.45) per hour.
Effective January 1, 2026, the Employer shall pay an additional forty-one cents ($.41) per hour and the contribution rate shall be eight dollars and eighty-six cents ($8.86) per hour.

20. Effective as soon as practicable upon ratification the Company Agrees to make the top two vacation relief employees regular.

21. **Schedule "A" Wages**

	6/19/2022	6/18/2023	6/16/2024	6/15/2025
Cardboard Salvage Workers	$25.2081	$1400 Lump Sum	$25.7581	$1500 Lump Sum

22. **Lump Sum Ratification Bonus Payment:**
Effective after January 1, 2022, all FT regular associates who are on the active payroll shall receive a lump sum bonus payment in an amount set forth below, subject to applicable withholdings. The lump sum payment is not associated with any hours worked or paid and will not be included in any rate of pay for overtime calculation. FT Regular: $1000 (subject to withholdings)

23. **New Hires Wage Structure**

0 - 12 months	$15.00

13 - 24 months	$16.00
25 - 36 months	$17.00
37 - 48 months	$18.00
49 – 60 months	$19.00
Thereafter	$21.00

All Existing Regular and Vacation Relief associates shall slot into the above wage scale based upon their time in service as a Regular and Vacation Relief associate.

The Company and the Union will review the wage scale against market data every two (2) years beginning in September 2023, and company will not decrease the wages as a result of this review.

3. For time worked between the hours of 6:00 p.m. and 6:00 a.m., employees shall be paid a premium of forty cents ($.40) per hour.

MEMORANDUM OF AGREEMENT
WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 and GIANT OF MARYLAND LLC

This Memoranda of Agreement (MOA) is entered into between Giant of Landover (Employer) and Warehouse Employees Union Local No. 730 (Union). collectively the parties.

This MOA sets forth the agreement of the parties for their new collective bargaining agreements for the period of May 17, 2015 through and including midnight May 15, 2027. Except as expressly modified herein, this MOA incorporates by reference the respective provisions of the expiring 2015-2022 collective bargaining agreements.

This MOA represents the entire agreement between the parties.

Any Union proposal not identified or addressed herein is deemed withdrawn. Any Employer proposal not identified or addressed herein is deemed withdrawn. The modification or withdrawal of any proposal in these negotiations shall have no evidentiary value whatsoever and, accordingly, shall not be introduced or received into evidence in any arbitration or other proceeding.

The Union, its respective officers, and bargaining committee members agree to unreservedly recommend and support the ratification of this Agreement.

The parties reserve the right to correct any errors in this MOA.

The parties agree that any and all pending or related legal actions, charges, arbitrations, grievances, claims or other disputes, regardless of forum, arising out of the alleged actions of the Employer or Union with respect to the negotiation of this Agreement prior to the ratification of this Agreement are mutually settled and released with prejudice upon ratification of the Agreement.

Signed and agreed August 20, 2019:

For the Union:

President Warehouse Employees
Union Local 730

For the Company:

VP, Distribution Operations
Giant of Maryland, LLC

21

1. **<u>TERM OF AGREEMENT</u>**: May 17, 2015 through and including midnight May 15, 2027.

2. **<u>WAGES SCHEDULE A</u>**: With respect to wages, the wage increases set forth below shall be paid to Regular associates at or above the top of the scale as of the effective date of the increase, but shall result in the top of the scale contract progression rates remaining unchanged.

WAGE INCREASE:

FT Regular (top of scale): $.55 per hour effective May 15, 2022
FT Regular (top of scale): $1600.00 Lump Sum effective May 14, 2023
FT Regular (top of scale): $.50 per hour effective May 12, 2024
FT Regular (top of scale): $1700.00 Lump Sum effective May 11, 2025
FT Regular (top of scale): $.50 per hour effective May 10, 2026

FT Regular employees hired prior to February 3, 2013 will move to the original wage scale.

LUMP SUM RATIFICATION BONUS PAYMENT: All FT regular associates who are on the active payroll as of January 1, 2020, and those promoted to regular associates by such date shall receive a lump sum bonus paid out effective January 1, 2020 in an amount set forth below, subject to applicable withholdings. The lump sum payment is not associated with any hours worked or paid and will not be included in any rate of pay for overtime calculation.

FT Regular: $2000.00 (subject to applicable withholdings)

<u>NEW HIRE WAGE STRUCTURE for EMPLOYEES HIRED AFTER APRIL 29, 2011</u>

0 - 12 months	$16.00
13 - 24 months	$17.00
25 - 36 months	$18.00
37 - 48 months	$19.00
49 - 60 months	$20.00
Thereafter	$22.00

Existing New Hire associates shall slot into the above wage scale based upon their time in service as a Regular.

3. **<u>VACATION RELIEF & CASUAL WORKER SCALE - SCHEDULE C</u>:**
Effective as soon as practicable following ratification, the following Schedule C wage scale will be in effect for all Vacation Relief Associates:

Length of Service	Vacation Relief/Casual Worker Rate
0-12 Months	$16.00
13 - 24 Months	$17.00
25 - 36 Months	$18.00
37 - 48 Months	$19.00
49- 60 Months	$20.00
Thereafter	$21.00

a. Effective the date of ratification the following wage scale will be applied to all Vacation Relief associates and Casuals.
b. Existing Vacation Relief associates shall slot into the above wage scale based upon their time in service as a Vacation Relief associate.
c. The Company and the Union will review the wage scale against market data every two (2) years beginning in September 2021, 2023, and 2025 and the Company will not decrease the wages as a result of this review.
d. Upon ratification of this agreement, the Company will promote eight (8) Vacation Relief to full time regular.

4. **<u>CASUAL WORKERS</u>:**
Adopt Casual Workers modifications to include a cap of 30 to the allowable number of Casual Workers that can be on the roster at any given time.
Ten (10) percent of the total number of Casual Workers will be determined after the first (1^{st}) full week ending date of September of each year beginning in 2020 will determine the number of additional Vacation Relief promotions applied. The minimum number of Vacation Relief promotions will be one (1) annually. These promotions are above the annual measurement date outlined in Schedule C.

5. **WORK WEEK ARTICLE 6.1 & 6.2:**

6.1 The work week for employees shall consist of forty (40) hours worked within five (5) days, Sunday through Saturday.

A minimum of 65% of regular employees will be provided any two (2) consecutive days off (a straight schedule). A minimum of 50% of the guaranteed straight schedules will be regular jobs with Sunday - Thursday, Monday- Friday, or Tuesday- Saturday shifts. The remaining 15% must have two consecutive days off.

Changes in these schedule requirements may occur with changes to the order and delivery schedule and will involve discussions with Local 730 prior to changes being made.

6.2 An employee scheduled Sunday through Saturday who loses work opportunity through no fault of the Employer may work on Saturday at straight time, provided work is available and provided the employee has no current sick leave accrual.

Changes in these schedule requirements may occur with changes to the order and delivery schedule and will involve discussions with Local 730 prior to changes being made.

6. **OVERTIME AND HOLIDAY WORK ARTICLE 7.1:**

Regular employees working overtime will be required to work up to four (4) hours, four (4) days per week with a maximum of 16 hours a week. If the absentee rate exceeds twenty-five percent (25%) overtime would be six (6) hours. If there is a significant weather/emergency event overtime would be eight (8) hours (emergency examples include but are not limited to: computer system failure or significant spike in volume). Meeting of the absentee threshold would be verified with a union shop steward (or other bargaining union member if shop steward is not available).

7. **OVERTIME AND HOLIDAY WORK ARTICLE 7.1:**

Overtime shall be offered or assigned by seniority and classification for the area in which the employee bid, and by shift in the facility from among those present. A minimum of eighty percent (80%) productivity is required for all associates working out of classification while on overtime. A minimum of eighty - five (85%) productivity is required for all associates working overtime before or after their bidded shift. A minimum of ninety percent (90%) productivity is required for all associates working overtime on their off day.

8. **OVERTIME AND HOLIDAY WORK ARTICLE 7.2**

Holiday overtime will be staffed in the following manner:

1. Regular employees who volunteer
2. Vacation Relief employees/Casuals
3. Inverse order of seniority by job classification on the following three (3) designated holidays only; Memorial Day, July Fourth , and Labor Day

The top seventy (70) employees on the Fresh Food regular seniority roster shall be paid for at two (2) times the hourly rate of pay if they work on any of the three (3) designated holidays specified above. Regular employees will move up as a regular employee in the top 70 leaves the company.

9. **UNION – MANAGEMENT RELATIONS ARTICLE 9.5**

Joint Labor-Management Committee/No Transfer Option
Each April through April, 2026, a joint Committee of Giant warehouse associates and management will meet to review the quality and efficiency of the operation and any other issues of importance. The Committee will provide recommendations by April 30th of each year. The following is agreed by the parties to create a cooperative background for Committee work and operations:
Giant will not transfer the Fresh warehouse to a third party for the period of the Committee work through May 2026.

Neither Giant nor Local 730 will publicly disparage the other party or its affiliates and the parties will take all steps necessary to prevent such actions.

10. **MANAGEMENT RIGHTS ARTICLE 8:**

Local 730 will be involved and operate in new technology enhancements when it applies to Local 730 work as it is performed today. (Example:VGV, Exo-skeleton, but not limited to these two examples.)

11. **MANAGEMENT RIGHTS ARTICLE 8:**

The Company agrees that the expansion of the Fresh Food Facility will bring more volume into the facility above the current volume.

12. **SENIORITY ARTICLE 14.3(L):**

If an employee's yearly bidded job is abolished and bid out in four (4) hours from the abolishment, the employee can get his yearly job back.

13. **SENIORITY ARTICLE 14.4:**

There will be a minimum of two hundred – twenty (220) regular associates maintained as part of the workforce (subject to the case measurement process outlined below).
Case Measurement Process:

a) The first period start date after ratification will be the beginning of the initial selected case volume measurement.
b) At the start of the coincident period each subsequent year, selected case volume will be remeasured and reported in writing to the union.
c) For each 10% of volume drop below the initial baseline measurement year, the number of 220 guaranteed jobs will decrease by 5%. Volume declines due to outsourcing and cross-docking will not be considered for this purpose.
d) If there is to be a decrease in the number of guaranteed jobs, the union can request an independent audit of the volume. The cost of any audit will be shared equally by the union and the company.
e) If there is an increase in the selected volume that would bring the selected volume back above a threshold for reduction in guaranteed jobs, the number of guaranteed jobs will be increased accordingly, but never above the original guaranteed positions.
f) Once the employee has achieved the job guarantee, he will keep that status for the duration of the contract.

g) There will be no lay-offs of regular associates if Vacation Reliefs (VRs) or Casuals are working.

14. **VACATIONS ARTICLE 15.7:**
Vacations shall be bid by seniority, classification, shift start times, work area and facility within 30 days after the annual job bids are finalized. Once a vacation has been bid, it shall remain the same in case of permanent transfer. An employee may bid and take his total vacation entitlement at one time.

15. **VACATIONS ARTICLE 15.9:**
The number of employees off for vacation in any given week shall not exceed fifteen percent (15%). Both parties understand that the associate count excludes Vacation Relief and Casuals in determining the allowable percentage for regular employees.

16. **SICK LEAVE ARTICLE 18.6:**
    1. The Company will maintain existing time off accruals for personal holidays, vacations, and sick leave.
    In jurisdictions requiring paid leave accruals that differ from contractual requirements;
        i. In the event of passage of legislation mandating paid time off, the Company shall retain the right to adjust or terminate benefits available under this agreement following consultation with the union, to ensure that there will be no duplication of benefits and that the employees receive benefits agreed upon under the terms of this agreement.
        ii. The intent of this clause is to ensure that there will be no duplication or pyramiding of benefits.
        iii. Notwithstanding any other provision in the contract, at no time shall employees receive less time off than that provided by reason of all applicable statutes and regulations.

17. **FUNERAL PAY ARTICLE 19.1:**
In case of a death of a spouse, child, parent, step-child, step-parent, or the guardianship of a minor child of any regular employee requiring the employee's absence from his regularly scheduled assignment, the employee shall be granted leave of absence with pay of five (5) working days for the purpose of attending the funeral.

18. **FUNERAL PAY ARTICLE 19.2:**
In the case of a death of a brother, sister, step-brother, step-sister, grandparent, grandchild, or parent-in-law of any regular employee requiring the employee's absence from his regularly scheduled assignment, the employee shall be granted leave of absence with pay of three (3) working days for the purpose of attending the funeral.

19. **PRODUCTIVITY INCENTIVE PROGRAM - SCHEDULE E PFP**
Add to the existing scale:
160% to 169% = $6.00 per hour.
170% to 179% = $7.00 per hour.
180% or greater = $8.00 per hour.

20. **DOUBLE INCENTIVE (DI) - SCHEDULE F**
Adopt current Double Incentive Program into the collective bargaining agreement. [See Schedule F]

21. **ABSENTEE CONTROL PROGRAM – SCHEDULE D**:
The two annually approved Home Earlies are awarded on the associate's anniversary date starting on January 1, 2020.

22. **TRAINING – WAREHOUSE TRAINING CERTIFICATION PROGRAM**:
Both parties agree to improve the quality of training and identify trainers based on seniority and ability to adhere to training guidelines and complete training certification once developed and discussed with both the union and management.

23. **SUNDAY 12:01 BIDDED SHIFT – SIDE LETTER**:
All Sunday 12:01am bidded shift will be cancelled by 10:00pm instead of 4:00pm.

24. **HEALTH & WELFARE – ARTICLE 30.3**:
Each calendar year the parties shall request from the Employee's Health and Welfare Trust Fund the amount of reserves expressed in months of the Fund as of May 1st of the applicable calendar year. The Fund's methodology for calculating the Fund's requested reserves shall be based upon the same methodology as used to report reserves to Fund Trustees. If the reserve amount reported to the Fund's Trustees is less than 15 calendar months the parties agree that the employer's contribution rate to the Fund shall increase by $.50 per hour for the period of twelve months. such increase shall be effective for contributions due the month of June.

a) Effective June 1, 2019 the Employer will contribute seven dollars and fifty-eight cents ($7.58) for each hour which said regular employee actually works to the Warehouse Employees Local 730 – Employers Health Trust.
b) Effective June 1, 2020 the Employer will contribute eight dollars and thirty-four cents ($8.34) for each hour which said regular employee actually works to the Warehouse Employees Local 730 – Employers Health Trust.
c) Effective June 1, 2021 the Employer will contribute nine dollars and seventeen cents ($9.17) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
d) Effective June 1, 2022 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
e) Effective June 1, 2023 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
f) Effective June 1, 2024 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.
g) Effective June 1, 2025 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.

h) Effective June 1, 2026 the Employer will contribute eight dollars and fifty cents ($8.50) for each hour which said regular employee actually works to the Warehouse Employees Local 730- Employers Health Trust.

25. **PENSION – ARTICLE 31**:

Giant will remain in the Fund's preferred Rehabilitation Plan (4.9% contribution increases annually) as previously agreed through May of 2022 on behalf of each regular employee covered by this agreement, for each hour which said regular employee actually works. Giant will continue paying 4.9% annual contribution rate increases to the pension fund through 2024. If the fund enacts a plan under the MPRA to avoid plan insolvency, the 4.9% rate increases will continue each January through the end of the agreement. If no MPRA plan to avoid insolvency is enacted by 2024, Giant's contribution rate will be frozen at the 2024 level of eight dollars and seventy-six cents ($8.76) per all hours worked for the remainder of the agreement.

Except as mentioned above and consistent with the Rehabilitation Plan adopted by the Trustees of Local 730, the Company hereby agrees to pay a 4.9% increase over the existing pension plan contribution requirement of five dollars and seventy cents ($5.70) per hour as follows:

a) Effective January 1, 2019, the Employer shall pay an additional thirty-two cents ($.32) per hour and the contribution rate shall be six dollars and ninety cents ($6.90) per hour.
b) Effective January 1, 2020, the Employer shall pay an additional thirty-four cents ($.34) per hour and the contribution rate shall be seven dollars and twenty-four cents ($7.24) per hour.
c) Effective January 1, 2021, the Employer shall pay an additional thirty-five cents ($.35) per hour and the contribution rate shall be seven dollars and fifty-nine cents ($7.59) per hour.
d) Effective January 1, 2022, the Employer shall pay an additional thirty-seven cents ($.37) per hour and the contribution rate shall be seven dollars and ninety-six cents ($7.96) per hour.
e) Effective January 1, 2023, the Employer shall pay an additional thirty-nine cents ($.39) per hour and the contribution rate shall be eight dollars and thirty-five cents ($8.35) per hour.
f) Effective January 1, 2024, the Employer shall pay an additional forty-one cents ($.41) per hour and the contribution rate shall be eight dollars and seventy-six cents ($8.76) per hour.
g) Effective January 1, 2025, the Employer shall pay an additional forty-three cents ($.43) per hour and the contribution rate shall be nine dollars and nineteen cents ($9.19) per hour.
h) Effective January 1, 2026, the Employer shall pay an additional forty-five cents ($.45) per hour and the contribution rate shall be nine dollars and sixty-four cents ($9.64) per hour.

i) Effective January 1, 2027, the Employer shall pay an additional forty-seven cents ($.47) per hour and the contribution rate shall be ten dollars and eleven cents ($10.11) per hour.

SCHEDULE F

Double Incentive Program for Giant Food Fresh Warehouse:

The incentive program is designed to enable Giant Food Distribution associates the ability to complete certain allotted standard minutes, that will allow them to leave early while receiving the agreed upon hours of pay. The incentive is dependent upon the associate achieving set standard minutes, while working accurately, safely, and within company policies and procedures.

The set standard minutes will be posted and communicated within 2 hours after the shift start time. The amount will vary each day that double incentive is initiated, based on business needs. The set minutes must follow the agreed upon scale set by Giant Food and Teamsters Local 730.

467 minutes – 8 hours of straight time pay.

482 minutes - 8 hours of straight time pay.

497 minutes - 8 hours of straight time pay.

512 minutes - 8 hours of straight time pay.

Under emergency and mandatory over time situations, the set minutes may expand beyond the agreed upon 512 minutes to include straight time and overtime hours.

642 minutes - 8 hours of straight time pay and 4 hours of pay at 1 ½ times associates base rate.

747 minutes - 8 hours of straight time pay and 6 hours of pay at 1 ½ times associates base rate.

852 minutes - 8 hours of straight time pay and 8 hours of pay at 1 ½ times associates base rate.

1100 minutes - 8 hours of straight time pay and 16 hours of pay at 1 ½ times associates base rate.

Associates working on their day off for overtime will be eligible to participate in the following DI scale if offered based on business needs:

437 minutes – 8 hours of pay at 1 ½ times associates base rate.

537 minutes - 10 hours of pay at 1 ½ times associates base rate.

Giant Food Distribution Associates must meet the following expectations:

- Safety
- Accuracy/Quality
- Sanitation/Damages
- Methods (punching out correctly)

- Associates that are interested to participate must sign up at the beginning of the shift but are not obligated to achieve the set minutes.
- VR's are required to complete their 90 days probationary period or receive approval from the management team to participate in the program.

Failure to comply with these set expectations will result in a disqualification from the program. The duration of the disqualification falls under the following agreed upon terms.

- 1st step – one day suspension from the program
- 2nd step – one-week suspension from the program
- 3rd step – one-month suspension from the program
- 4th step – six – months suspension from the program.

Associates will still be eligible for the PFP program. The clock will stop at the end of the scheduled hours. Anything above those scheduled hours will result in incentive under the PFP program. An associate on standard does not have to stop at the posted minutes. They may continue to work and earn additional PFP if work is available before leaving. A memo to file will also be completed as a record and audited by payroll to ensure accuracy.

[redacted]

November 1, 2021 — October 31, 2024

Tuesday, October 12, 2021

Memorandum of Agreement

Between Teamsters Local #730 and Washington Food and Supply.

Article 13, Wages:

11/1/2021	~~10/31/2021~~	.50 cents per hour
11/1/2022	~~10/30/2022~~	.50 cents per hour
11/1/2023	~~10/29/2023~~	.50 cents per hour
	[redacted]	

Signing Bonus Week of November 1, 2021 [redacted] $300.00

Article 23, Health and Welfare:

11/1/2021	10/01/2021	$6.00	Per hour
11/1/2022	10/01/2022	$6.00	Per hour
11/1/2023	10/01/2023	$6.00	Per hour
	[redacted]		

Article 25, Pension:

11/1/2021	10/01/2021	$3.82	Per hour
11/1/2022	10/01/2022	$4.00	Per hour
11/1/2023	10/01/2023	$4.23	Per hour
	[redacted]		

Teamsters Local #730

Ritchie Brooks: ______________ Date: 10 12-2021

Washington Food Supply

[redacted] Sohn: ______________ Date: 10-13-2021

Sandy

Warehouse Employees Local No. 730 H&W Fund
COBRA Rates for 2022

CORE & Non-CORE Rates

Months 1-18

Plan		Individual	Family
E		$691.58	$932.33

Months 19-29

Plan		Individual	Family
E		$1,017.03	$1,371.07

CORE ONLY RATES

Months 1-18

Plan		Individual	Family
E		$653.64	$894.39

Months 19-29

Plan		Individual	Family
E		$961.23	$1,315.27

Warehouse Employees Union Local No. 730
Health & Welfare Trust Fund

911 Ridgebrook Road
Sparks, Maryland 21152-9451
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www.associated-admin.com

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Landover, Maryland 20785-2361
Telephone: (800) 730-2241
www.associated-admin.com

IMPORTANT NOTICE:

CHANGES TO COVERED OUTPATIENT LABORATORY SERVICES

EFFECTIVE JANUARY 1, 2022

Dear Plan Participant and Dependents:

Due to the continuing increase in health care costs, the Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund ("Fund") will only cover outpatient laboratory services when performed by Quest Diagnostics® ("Quest") and/or Laboratory Corporation of America Holdings® ("LabCorp") effective January 1, 2022. If you receive outpatient laboratory services with a lab other than Quest or LabCorp after January 1, 2022, the services will not be covered under the Fund and you will be responsible for 100% of the cost.

The cost of lab services can vary based on where you receive them. When you use Quest or LabCorp, you are provided with quality services with greater savings.

In order to assist you in locating a Quest or LabCorp laboratory near you, enclosed you will find Quest and LabCorp locations by zip code.

You can also log into www.myCigna.com or use the myCigna mobile app to locate a Quest or LabCorp office near you.

Should you have any questions, please contact the Fund Office at (800) 730 – 2241.

Sincerely,

Board of Trustees

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Warehouse Employees Union Local No. 730
Health & Welfare Trust Fund

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October 2021

Notice of Creditable Coverage Regarding Your Prescription Drug Coverage

The following Notice of Creditable Coverage applies to all Medicare-eligible participants and/or spouses. Read this Notice carefully and keep it in a safe place so you have it if you need it.

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with the Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund and about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered and at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a minimum standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.

2. The Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund has determined that the prescription drug coverage offered by the Fund is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join a Medicare Drug Plan?
You can join a Medicare drug plan when you first become eligible for Medicare and each year thereafter from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2)-month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens to Your Current Coverage if You Decide to Join a Medicare Drug Plan?
If you decide to join a Medicare drug plan, your current coverage under the Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund will be affected. See below for more information about what happens to your current coverage if you join a Medicare drug plan.

When Will You Pay a Higher Premium (Penalty) to Join a Medicare Drug Plan?
You should also know that if you drop or lose your current coverage with the Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information about This Notice or Your Current Prescription Drug Coverage
Contact the Fund Office for further information at (800) 730-2241. Note: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan or if this coverage through the Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund changes. You also may request a copy of this notice at any time.

For More Information about Your Options under Medicare Prescription Drug Coverage
More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You should receive a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:
- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Date:	October 2021
Name of Entity/Sender:	Fund Office Warehouse Employees Union Local No. 730 Health and Welfare Trust Fund 911 Ridgebrook Road Sparks, MD 21152-9451
Phone Number:	(800) 730-2241

Warehouse Employees Union Local No. 730
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2020 SUMMARY ANNUAL REPORT

FOR

WAREHOUSE EMPLOYEES UNION LOCAL No. 730
HEALTH AND WELFARE TRUST FUND

This is a summary of the annual report for the WAREHOUSE EMPLOYEES UNION LOCAL NO. 730 HEALTH AND WELFARE TRUST FUND, (Employer Identification No. 52-6058419, Plan No. 501) for the period January 1, 2020 to December 31, 2020. The annual report has been filed with the Employee Benefits Security Administration, as required under the Employee Retirement Income Security Act of 1974 (ERISA).

The Plan has contracts with ReliaStar Life Insurance Company to pay certain life insurance and Accidental Death and Dismemberment insurance; Fidelity Security Life Insurance (Group Vision Services) for certain optical benefits; Union Labor Life Insurance Company for stop loss coverage. The total premiums paid for the plan year ending on December 31, 2020 were $166,407.

BASIC FINANCIAL STATEMENT

The value of plan assets, after subtraction of the liabilities of the plan, was $13,163,317 as of December 31, 2020 compared to $9,834,595 as of January 1, 2020. During the plan year, the plan experienced an increase in its net assets of $3,328,722. This increase includes unrealized appreciation or depreciation in the value of plan assets; that is, the difference between the value of the plan's assets at the end of the year and the value of the assets at the beginning of the year, or the cost of assets acquired during the year. During the plan year, the plan had total income of $6,288,498. This income included employer contributions of $5,645,055, employee contributions of $48,173, realized gains of $31,305 from the sale of assets, earnings from investments of $563,546 and other income of $419. Plan expenses were $2,959,776. These expenses included $400,758 in administrative expenses and $2,559,018 in benefits paid to participants and beneficiaries.

YOUR RIGHTS TO ADDITIONAL INFORMATION

You have the right to receive a copy of the full annual report, or any part thereof, on request. The items listed below are included in that report:

An accountant's report;

1. Financial information and information on payments to service providers;
2. Assets held for investment;
3. Transactions in excess of 5 percent of the plan assets; and
4. Insurance information including sales commissions paid by insurance carriers.

To obtain a copy of the full annual report, or any part thereof, write or call the office of:

Associated Administrators, LLC (Administrative Manager)
911 Ridgebrook Road
Sparks, MD 21152-9541
52-6058419 (EIN - Health & Welfare Fund)
(800) 730-2241

The charge to cover copying costs will be $7.00 for the full report, $0.25 per page for any part thereof.

You also have the right to receive from the plan administrator, on request and at no charge, a statement of the assets and liabilities of the plan and accompanying notes, or a statement of income and expenses of the plan and accompanying notes, or both. If you request a copy of the full annual report from the plan administrator, these two statements and accompanying notes will be included as part of that report. The charge to cover copying costs given above does not include a charge for the copying of these portions of the report because these portions are furnished without charge.

You also have the legally protected right to examine the annual report at the main office of the plan:

Associated Administrators, LLC (Administrative Manager)
911 Ridgebrook Road
Sparks, MD 21152-9451

and at the U.S. Department of Labor in Washington, D.C., or to obtain a copy from the U.S. Department of Labor upon payment of copying costs. Requests to the Department should be addressed to: U.S. Department of Labor, Employee Benefits Security Administration, Public Disclosure Room, 200 Constitution Avenue, NW, Suite N-1513, Washington, D.C. 20210

BOARD OF TRUSTEES