

**TEAMSTERS BENEFIT TRUST**

**Revised 5-1-07**

**APPLICATION AND SUBSCRIBER'S AGREEMENT *for Employers Participating In Plan I-85***

**Employer:** \_\_\_\_\_

**Address:** \_\_\_\_\_

<b>By Employer</b>	<b>By Union</b>
Co. is a Corporation <input type="checkbox"/>	New Account <input type="checkbox"/>
Partnership <input type="checkbox"/>	Rate Change <input type="checkbox"/>
Proprietorship <input type="checkbox"/>	Contract Renewal <input type="checkbox"/>
Other <input type="checkbox"/>	Inter-Fund Transfer <input type="checkbox"/>

**Phone No.:** ( ) \_\_\_\_\_ **Employee Benefits Contact Person:** \_\_\_\_\_

**Employees covered as of the effective date of this Agreement (check all that apply):**

**Collectively Bargained Employees:** Party to a Master Agreement:  Yes  No If "yes," name of Employer \_\_\_\_\_  
 Association: \_\_\_\_\_ Number of Collectively Bargained Employees: \_\_\_\_\_

**Non-Collectively Bargained Employees:** **A COPY OF THE COLLECTIVE BARGAINING AGREEMENT MUST BE PROVIDED TO THE PLAN ADMINISTRATION OFFICE. IF ANY NON-COLLECTIVELY BARGAINED EMPLOYEES ARE COVERED, FUND RULES REQUIRE THAT ALL EMPLOYEES IN THAT GENERAL CATEGORY MUST BE COVERED:**

Supervisors - Number \_\_\_\_\_  
 Clericals - Number \_\_\_\_\_  
 Other (specify) \_\_\_\_\_  
 Number \_\_\_\_\_  
 Number of Non-Collectively Bargained Employees: \_\_\_\_\_

**Others:** Retirees  Number \_\_\_\_\_ COBRA Participants  Number \_\_\_\_\_ Total Other Employees Covered: \_\_\_\_\_

**EMPLOYEE ELIGIBILITY REQUIRES RECEIPT OF THE FULL CONTRIBUTION. IF THE FULL CONTRIBUTION FOR THE PLAN IS NOT RECEIVED, THE EMPLOYEE WILL NOT BE ELIGIBLE FOR BENEFITS.**

Casual Employee's Hourly Contribution Rate: \$ \_\_\_\_\_ Regular Employee's Monthly Contribution Rate: \$ \_\_\_\_\_  
 Supplemental Benefit (SB): \_\_\_\_\_: \$ \_\_\_\_\_ Retirement Security Plan  Yes  No (Current Contribution Rate): \$ \_\_\_\_\_  
**Total Contribution on Commencement Date:** \$ \_\_\_\_\_

The undersigned Employer has entered into a collective bargaining agreement or agreements with Teamsters Local Union No. 85 under which it is required to contribute to the Trust Fund ("Fund"), and desires to apply for acceptance as a participating Employer in the Fund. The Employer hereby adopts the Trust Agreement providing for the Teamsters Benefit Trust and agrees to be bound by its terms and by any amendments adopted in the manner provided therein. The Employer hereby grants power of attorney to the Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer with full authority to act for the Employer in the administration of the Fund.

**Commencing on the first day of \_\_\_\_\_, \_\_\_\_\_ (based on qualifying hours worked in the preceding month),** the undersigned Employer shall contribute the amount specified by the Trustees on behalf of each qualified Regular and Casual employee to provide; (1) active Plan benefits and (2) post-retirement benefits in the Fund's *Retirement Security Plan*, if provided for in the collective bargaining agreement (CBA), for each employee covered by the CBA and for such additional employees accepted by the Fund as participants in the Plan for the term of the agreement, pursuant to uniform rules. **Contributions are due on the 1<sup>st</sup> day of the commencement month and payable no later than the 20<sup>th</sup> day of that month and each month thereafter.** Contributions shall apply to the second month following the month of work (for example, contributions for hours worked in June are payable in July and are applied to August eligibility). **The lag month always applies to Employer contributions. Eligibility for Plan coverage is based on the employee's hour bank.** Refer to the Plan's *Guide to Your Benefits* for employee eligibility rules. The *Retirement Security Plan's* eligibility rules are printed on the reverse side of this form.

If the Employer fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Employer understands and agrees that the Trustees may assess certain additional amounts as interest, liquidated damages, attorney's fees and other collection costs. Excess contributions paid to the Fund shall be refunded or credited only for the 36 calendar months preceding the date the Fund receives notice of the error or, if discovered through a payroll audit by the Fund's accountant, the 36 calendar months preceding the last month audited. Deductions shall be made from such refunds pursuant to the rules adopted by the Trustees.

The Employer hereby agrees to make available in the State of California to the Trustees or their agents, all books, records, and papers necessary to conduct an audit to verify that the required contributions have been paid. The Employer hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in an amount determined under the Trust Agreement.

It is the purpose and intent of the parties to maintain this Subscriber's Agreement in full force and effect at all times during which the Employer is obligated, by contract or by law, to continue participation in the Fund. Accordingly, this Subscriber's Agreement shall be effective for the term of the current collective bargaining agreement between the parties and shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to make contributions to the Fund in the manner provided herein. The Employer may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Union and Fund Administrator not less than 30 days prior to the date upon which the Employer desires to make such revocation effective, which in no event shall be during the term of any collective bargaining agreement between the parties (or written extension thereto). By signing this agreement, the Employer acknowledges and agrees that it may not terminate its participation in the Fund during the life of the applicable collective bargaining agreement without the consent of the Trustees.

**For Union**

\_\_\_\_\_  
 (Print or Type Name)  
 \_\_\_\_\_  
 (Signature)  
 Date: \_\_\_\_\_

**For Employer**

\_\_\_\_\_  
 (Print or Type Name)  
 \_\_\_\_\_  
 (Signature)  
 Date: \_\_\_\_\_

**Accepted on \_\_\_\_\_, \_\_\_\_\_, on behalf of the Board of Trustees of the Teamsters Benefit Trust.**  
 Union Trustee: \_\_\_\_\_ Employer Trustee: \_\_\_\_\_

**DISTRIBUTION:** Send the signed two-page form to the TBT Plan Administration Office. Completed copies will be returned to Union & Employer.

## RETIREMENT SECURITY PLAN (RSP)

### Eligibility Rules

You qualify for the Retirement Security Plan (Gold or Silver) if you meet *all* of the following eligibility rules:

1. You retire on or after January 1, 2000;
2. You qualify as a pensioner with the Western Conference of Teamsters Pension Plan (or another plan approved by TBT);
3. You have been covered under TBT Plan I, I-A, I-85, III, III-A, III-NEWS, IV, V, V-A, V-A NEWS, V-A Construction, VI, or A (or other Plans approved by TBT) in a bargaining unit that participated in the RSP for at least 24 out of 36 months immediately preceding your retirement date. *For purpose of this eligibility requirement, "coverage includes active coverage under any predecessor plan that merged into TBT or months during which you self-pay for coverage in your active employer plan";*
4. You are not currently covered by or eligible for a group health plan for active employees (except as noted under "Exceptions" in the RSP Guide to Your Benefits or Summary for Active Employees);
5. You submit an application for RSP enrollment (with a copy of your Social Security or pension entitlement documentation) within 12 months from when you first become eligible for TBT retiree benefits. (If you do not enroll within this 12-month period, except as noted under "Exceptions" in the RSP Guide to Your Benefits, you are not permitted to enroll at a future date.);
6. You retire from an Employer who is participating in the Plan as of your retirement date; **(If your Employer stops participating in the Plan before you retire, you are ineligible for the Plan regardless of the number of months of contributions made to the Plan on your behalf, though you may be eligible for another TBT retiree plan.);**
7. You make any post-retirement monthly self-payments required by the Plan on a timely basis;
8. You were covered by a Collective Bargaining Agreement or TBT Subscriber's Agreement which provided for participation in the RSP and monthly contributions were made on your behalf by the employer to TBT for each month that you qualified for health and welfare benefits; and you have met the *minimum number of monthly Plan contributions* needed to qualify based on your initial date of participation. See your Contributions Summary on the front side.

**Exceptions:** The above is only a summary. For late enrollment or temporary withdrawals, see RSP Summary for Active Employees under "Exceptions".

### Two RSP Options – RSP Gold and RSP Silver

1. **RSP Gold and RSP Silver:** The Teamsters Benefit Trust (TBT) offers two RSP options – RSP Gold and RSP Silver. The only differences between RSP Gold and Silver are the minimum number of months needed to qualify before retirement and the post-retirement retiree co-contributions. RSP Gold and Silver offer identical benefits.
2. **Minimum Number of Months Required:** RSP Gold requires a minimum of 60 months (five years) of *monthly Plan contributions before retirement* to qualify for benefits. RSP Silver requires a minimum of 180 months (fifteen years) of monthly Plan contributions before retirement to qualify for benefits. (And for both, RSP Gold and Silver, you must also satisfy all of the eligibility requirements described above.)
3. **Changing from RSP Gold to RSP Silver – Grandfathering Rule:** If the bargaining unit decides to switch from RSP Gold to RSP Silver, any active employee who was at least age 45 and had a minimum of 36 months of contributions in RSP Gold at the time the change was effective, will be "grandfathered" under the 'old' RSP 60-month eligibility rules and will need only 60 months of contributions to qualify for RSP Silver. This "grandfather" provision only applies to eligibility – a grandfathered retiree (and spouse) will still pay a post-retirement retiree co-contribution equal to 20% of the cost of RSP Silver coverage.

### Contributions

1. **Contributions:** Your Employer pays the current RSP monthly or hourly contribution on your behalf whenever you satisfy either (1) the terms established in your Collective Bargaining Agreement for your Employer to contribute to *any* TBT full benefit Plan for active employees (see Eligibility Rules, item 3 above) or (2) work at least one hour in non-collectively bargained employment and are not considered a "part time" employee for purposes of the RSP, based on the terms of the Subscriber's Agreement. The RSP contribution is funded through Employer payment or post-tax wage deferral based on monthly or hourly rates established by the Trustees. Your Collective Bargaining Agreement or employment agreement will state the way in which your payment to the Plan is funded.
2. **Subject To Change:** The RSP contribution is subject to change and may go up based on the number of employees covered by the Plan and the Plan's experience. Therefore, the cost of the Plan is likely to be higher in future years.
3. **Self-Payments:** You may self-pay the monthly RSP contribution for any month in which you are entitled to self-pay for *active plan* coverage. During any month that you are eligible for your Active plan's "extension of benefits while totally disabled," you will be credited for a month of RSP coverage without self-payment. **However, if you are not covered under a TBT Plan for active employees, this waiver of contributions does not apply.**
4. **How Contributions are Applied:** There are two six-month allocation windows during which contributions are totaled and divided by the monthly contribution amounts to establish the months for which you are credited with a month toward RSP eligibility. The fixed windows are October through March and April through September. RSP contributions are applied within these six-month windows and will not carry forward into the next six-month period. A "Month of Retirement Security Plan Contributions" for purposes of Plan eligibility means the full month's contribution was paid to TBT on your behalf.
4. **Enrollment Date:** You must enroll in the Plan upon your retirement from a TBT active plan participating in the RSP, or after your COBRA coverage in the TBT active plan ends, and cannot enroll at a later date.
5. **Eligibility for Other TBT Retiree Plans:** If you enroll in the RSP, you cannot participate in TBT's Comprehensive Retiree Plan or Basic Retiree Plan. If you fail to meet the eligibility requirements for the RSP, you may be eligible to participate in the other TBT retiree plans; however, in no event will you be entitled to the return of any contributions or wage deferrals which were made on your behalf to the RSP.
6. **Non-Union Employees:** Employees who are not covered by a Collective Bargaining Agreement are eligible for the Plan as long as contributions are made for *all* of the Employer's non-Union employees.
7. **Post-retirement Monthly Co-contributions:** RSP Gold retirees are not currently required to pay a monthly post-retirement retiree co-contribution (although they do pay the Plan's copayments, deductibles, etc.). RSP Silver retirees pay a post-retirement retiree co-contribution equal to 20% of the cost of the RSP for themselves and a covered spouse. How much a RSP Silver retiree pays will be based on the medical option (Indemnity Medical or HMO option) selected.