

**TEAMSTERS BENEFIT TRUST**

**Revised 6-15-10**

**APPLICATION AND SUBSCRIBER'S AGREEMENT *for the Retirement Security Plan (RSP) Only***

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

**NOTE: THIS FORM IS FOR USE ONLY BY: 1) EMPLOYERS THAT PARTICIPATE ONLY IN THE RSP (and no other TBT Plan), or 2) EMPLOYERS THAT CURRENTLY PARTICIPATE IN A TBT PLAN FOR ACTIVE EMPLOYEES WHO ARE ADDING THE RSP.**

**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 \_\_\_\_\_ Number of Collectively Bargained Employees: \_\_\_\_\_  
 Association: \_\_\_\_\_

**A COPY OF THE COLLECTIVE BARGAINING AGREEMENT MUST BE PROVIDED TO THE PLAN ADMINISTRATION OFFICE.**

**Non-Collectively Bargained Employees:** **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: \_\_\_\_\_

**Current Health & Welfare Plan:**  TBT Plan \_\_\_\_\_  Non-TBT Plan (specify) \_\_\_\_\_ **RSP (Current Contribution Rate):** \$ \_\_\_\_\_.

**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.**

The undersigned Employer has entered into a collective bargaining agreement or agreements with Teamsters Local Union No. \_\_\_\_\_ 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 Employer shall contribute the amount specified by the Trustees to provide post-retirement benefits in the Fund's *Retirement Security Plan* for each employee covered by the collective bargaining agreement and for such additional employees accepted by the Fund as participants for the term of the agreement, pursuant to uniform rules.

**Contributions are due on the 1st day of the commencement month and payable no later than the 20th day of that month and each month thereafter.** 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 test by the Fund's accountant, the 36 calendar months preceding the last month tested. 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 and Employer.

## RETIREMENT SECURITY PLAN

### Eligibility Rules

*You qualify for the Retirement Security Plan if, (You must meet all of the following eligibility rules.)*

1. You retire on or after January 1, 2000;
2. You are a pensioner with the Western Conference of Teamsters Pension Plan (or another plan approved by TBT) or a recipient of Social Security disability benefits;
3. You were covered by TBT Plan I, I-A, I-85, III, III-A, III-NEWS, IV, V, V-A, V-A NEWS, VI, or A (or other Plans approved by TBT) 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);
5. You must 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 Retirement Security Plan 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 as shown below:

**Exceptions:** The above is only a summary. For late enrollment or temporary withdrawals due to disability, COBRA or Employer-paid coverage, see "Exceptions" in the RSP Guide to Your Benefits or RSP Summary for Active Employees.

Initial Date of Employer Contributions To the RSP Plan On Your Behalf	Minimum Number of Monthly Contributions To the Plan Needed To Qualify	Earliest Possible Retirement Date Under the Plan
January 1, 1999 to December 31, 1999	12	January 1, 2000
January 1, 2000 to December 31, 2000	18	July 1, 2001
January 1, 2001 to December 31, 2001	30	July 1, 2003
January 1, 2002 to December 31, 2002	42	July 1, 2005
January 1, 2003 and thereafter	60	January 1, 2008

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. The current monthly contribution is subject to change based on the number of employees in the Plan and the Plan's experience.

### 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 wage deferral based on monthly or hourly rates established by the Trustees. Your Collective Bargaining Agreement or employment agreement (if not covered by a Collective Bargaining Agreement) will state the way in which your payment to the Plan is funded.
2. **Subject To Change:** The monthly amount required 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 Plan 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 Retirement Security Plan coverage without self-payment. **However, if you are not covered in a TBT Plan for active employees, this waiver of contributions does not apply.**
4. **Other Plan Provisions**
  1. **If your Employer terminates participation in the Plan before you retire, you will not be eligible for the Plan.**
  2. **If your former Employer terminates participation in the Plan after you retire and have enrolled in the RSP, you and your spouse will remain covered in the RSP Silver Plan.**
  3. **Dependent Eligibility Rules:** Only you and your lawful spouse (or eligible domestic partner) are eligible for the Plan. Children are *not* eligible
  4. **Enrollment Date:** You must enroll in the Plan upon your retirement, or after your COBRA coverage in the active plan ends, and cannot enroll at a later date.
5. **Eligibility for Other TBT Retiree Plans:** If you enroll in the Retirement Security Plan, you cannot participate in TBT's Comprehensive Retiree Plan or Basic Retiree Plan. If you fail to meet the eligibility requirements for the Retirement Security Plan, 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 Retirement Security Plan.
6. **Non-Union Employees:** Employees who are not covered by the Collective Bargaining Agreement are eligible for the Plan as long as contributions are made for *all* of the Employer's non-Union employees.
7. **Copayments for Plan Coverage:** The RSP Gold Plan is intended to be fully funded by contributions before retirement. However, participation and Plan experience will determine whether this pre-retirement funding is adequate. After retirement, you may be required to make supplemental self-payments for continued Plan coverage. Participation under RSP Silver does require Post-Retirement Monthly Self-Payments for continued coverage after retirement.