

TEAMSTERS BENEFIT TRUST

Revised 5-1-07

APPLICATION AND SUBSCRIBER'S AGREEMENT

UNION AS EMPLOYER for ACTIVE PLANS AND RETIREMENT SECURITY PLAN (RSP)

Union Name: _____

Address: _____

Phone No.: _____ Fax No.: _____

Office Manager: _____

The Fund requires that if any non-collectively bargained employee is covered, ALL non-collectively bargained employees must be covered.

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

Collectively Bargained Employees: Covered under a CBA with (name of Union): _____ Number of Collectively Bargained Employees: _____ Active Coverage? [] Yes [] No Participate in RSP? [] Yes [] No

If collectively bargained employees are covered, the Fund requires that a copy of the collective bargaining agreement be provided to the Plan Administration Office. If no collective bargaining agreement is attached or referenced in any attachment to this agreement and if the box above is not marked to show collectively bargained participation in the Plan and/or Retirement Security Plan, the Fund will assume that the Union does not intend to cover collectively bargained employees.

Non-Collectively Bargained Employees: Business Agents [] Number _____ Clericals [] Number _____ Number of Non-Collectively Bargained Employees: _____ Other (specify) [] _____ Number _____ Active Coverage? [] Yes [] No Participate in RSP? [] Yes [] No

Are there any "part time" non-collectively bargained employees for whom no contributions will be made? [] Yes [] No If "yes," what is the criteria for "part time" status? for Plan coverage: _____ (e.g., works less than 80 hours per month): for RSP coverage: _____

Others: Retirees [] Number _____ COBRA Participants [] Number _____ Total Other Employees Covered: _____

CONTRIBUTIONS MAY BE MADE ONLY FOR PERSONS EMPLOYED ON A REGULAR BASIS BY THE LOCAL AND REPORTED BY THE UNION AS EMPLOYEES FOR PURPOSES OF PAYROLL TAXES. However, contributions to an active plan can be made for retirees as long as contributions are made for all retirees. 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.

Table with 2 columns: Collectively Bargained Employees, Non-Collectively Bargained Employees. Rows for Current Contribution Rate, SB Benefits (Total Contribution Rate), Retirement Security Plan (Current Contribution Rate), and Total Contribution on Commencement Date.

Plan Name/Number: _____ (Current Contribution Rate): \$ _____ Supplemental Benefit (SB): _____ \$ _____ SB Benefits (Total Contribution Rate): \$ _____ Supplemental Benefit (SB): _____ Retirement Security Plan (Current Contribution Rate): \$ _____ Supplemental Benefit (SB): _____ Total Contribution on Commencement Date: \$ _____

The undersigned Union desires to apply for acceptance as a participating Employer in the Fund. The Union 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 Union acknowledges that it is not entitled to participate in any way in the selection of Employer Trustees. Commencing on the first day of _____, _____ (based on qualifying hours worked in the preceding month), the Union shall contribute the amount specified by the Trustees as the monthly contribution per employee/per month to provide; (1) active Plan benefits and (2) post-retirement benefits in the Fund's Retirement Security Plan (if elected by the Union). 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 Union fails to make proper contributions on time and in the manner specified in the Trust Agreement, the Union 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 Union hereby agrees to make available 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 Union may revoke this Subscriber's Agreement by sending written notice thereof by certified mail to the Fund Administrator not less than 30 days prior to the date upon which the Union desires to make such revocation effective. The Union hereby agrees that in the event it withdraws from the Fund, the Fund is entitled to assess a withdrawal premium in the amount determined under the Trust Agreement.

For Union (Print or Type Name) _____ (Title) _____ (Signature) _____ (Date) _____

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

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.

Other Plan Provisions

1. **If your Employer or bargaining unit terminates participation in the RSP before you retire and have not enrolled in the RSP Gold or Silver, you will not be eligible for RSP.**
2. **If your former Employer terminates participation in the RSP after you retire and have enrolled in the RSP Gold or Silver, you and your spouse will remain covered under RSP Silver.**
3. **Dependent Eligibility Rules:** Only you and your lawful spouse (or eligible domestic partner)