



WASHINGTON TEAMSTERS WELFARE TRUST

TRUST OPERATING GUIDELINES

As Constituted
July 1, 2011

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I. Necessary Documentation For New Accounts

In order to establish a new account, the following documentation is required:

- Subscription Agreement (Attachment A)
- Collective Bargaining Agreement Signed by Both Parties

A Subscription Agreement is necessary to bind the Employer to the Agreement and Declaration of Trust. One Subscription Agreement can apply for more than one benefit as long as each benefit is listed on the Subscription Agreement.

If a Subscription Agreement is received without a Collective Bargaining Agreement for a new account, the signatory Union Local will be contacted for a copy of the Collective Bargaining Agreement.

If a Collective Bargaining Agreement is received without a Subscription Agreement for a new account, the signatory Union Local will be contacted for a Subscription Agreement.

An account may be set up and billed, but no action relating to eligibility or benefit payment will be initiated until all documentation is received. The Employer and Union Local have 60 days to submit all documentation. If documentation is still not received after 30 days, a 30-day final notice will then be issued. If the final 30-day period expires without receipt of the documentation, the Administrative Office shall return any funds remitted to the Employer and close the account.

II. Documentation Review

After the required documentation is received, it will be reviewed for compliance with Trust Policy. A Subscription Agreement must contain the following information:

- Name of Employer and Address
- Union Local Number(s) and Address
- Effective/Termination Dates of Collective Bargaining Agreement
- Indication of Account as New or Renewal and Account Number if known
- Name of Plan
- Monthly Contribution Rate
- Approximate Number of Employees
- Effective Date of Coverage
- Month Hours Based on for Coverage
- Signature of Employer or Employer Representative and Union Local
- Form of Business; i.e., Partnership, Sole Proprietor, Corporation

A. Jurisdiction of Teamsters Joint Council No. 28

Only those Union Locals within the jurisdiction of Joint Council No. 28 can routinely participate in the Trust. Joint Council No. 28 covers all Teamster Union Locals within Washington. These are:

38	252	599
66	313	690
117	378	741
174	524	760
227	556	763
231	589	839

For purposes of the Trust, Union Local No. 58 (located in Washington but part of Joint Council No. 37 in Portland) is also eligible to participate.

All new groups involving non-Teamster units and those outside of these jurisdictional guidelines, must be reviewed by the Trust's Consultant. The Consultant shall state his recommendation and then refer the application to the Trust Co-Chairmen for final decision.

The following requirements apply to non-Teamster bargaining units with coverage dates commencing on or after November 8, 2001:

1. The employer must have a Teamster bargaining unit that participates in the Trust.
2. The employer must provide a census of employees, including date of birth, date of hire, job title/classification, spouse date of birth and the number and ages of children and the employer must also provide proof of prior coverage including a copy of the plan booklet of the current coverage for the non-Teamster bargaining unit employees. If there are more than 100 employees in the unit, the employer must also provide claims experience for the immediate prior 12 month period (if available).

B. Effective Date of Participation

The Subscription Agreement must list the first month of coverage and the employment month the payment is for (e.g., effective date of coverage February 1, 2002, based on January 2002 employment).

Benefit effective dates for new accounts shall be no earlier than the first day of the month following receipt of the account documentation by the Administrative Office.

Any discrepancies between the Collective Bargaining Agreement and Subscription Agreement will be corrected by sending a letter to both parties requesting clarification.

Plan and contribution rate changes can only be prospective and must be in writing. For example, if the Administrative Office receives a renewal contract in February 2002 which provides for a change in Plan or contribution rates effective November 1, 2001, the change will be recognized prospectively. The change will not be recognized as of November 1, 2001. The earliest effective date for such a change will be the first of the month following the last month contributions were received and processed by the Administrative Office. For example, the earliest effective date when employer contribution have been received and processed in February 2002 would be March 1, 2002.

C. Eligibility Threshold

The eligibility threshold for requiring an employer contribution shall not be less than forty (40) or more than eighty (80) bargaining unit hours in a month. Said hours may be worked or compensable. Compensable hours, unless specifically stipulated otherwise in the Agreement, include, but are not limited to, overtime, vacation, sick, holiday, and severance pay.

Eligibility waiting periods shall not exceed six (6) months or one thousand (1,000) hours.

D. Contract Criteria for Employer Contribution Obligations

Contributions will only be acceptable if they are made in accordance with a written Collective Bargaining Agreement, Special Agreement, Labor Organization Participation Agreement or Severance Agreement which is not detrimental to the Trust. Benefits provided under a Severance Agreement shall not exceed the six (6) months immediately following termination of eligibility resulting from employment.

Accordingly, Agreements which do not require monthly contributions to be made on behalf of all persons who perform work in the classifications or categories covered in such Agreements will not be acceptable; provided, however, the Agreements may provide that monthly contributions need not be made on behalf of all casuals, extra employees or seasonals. In cases where such employees are excluded, language must be included to define how an employee goes from a non-covered classification (casual) to a covered classification (regular). Agreements may also exclude contributions on part-time public employees where the Union is precluded by State law from representing such employees.

E. Contribution Rates

The contribution rate listed in new Collective Bargaining Agreements must match the current contribution rate required for a Plan currently available for negotiation (Attachment E). The Collective Bargaining Agreement must also state how the maintenance of benefits will be handled. If the Collective Bargaining Agreement indicates that the maintenance of benefits will be handled by transferring to a lower cost plan, only recognized plans will be available (i.e., WT 100-450, WT Plus and JC-28XL). The disposition of any excess employer contributions will be subject to the collective bargaining process.

If, under the maintenance of benefits provisions of a collective bargaining agreement, employee wages are impacted, the agreement may provide either that wages are to be reduced to provide for the funding of contributions to the Trust or that contributions may be deducted from employee wages for this purpose. Where the collective bargaining agreement provides for deduction from wages, any employee in the bargaining unit who objects to the required deduction shall be treated as declining coverage beginning with the month for which the deduction for full maintenance of benefits is required. The employer shall remain obligated to continue its monthly contributions to the Trust on behalf of the employee, without regard to employee's deduction decision. Such employee shall not be permitted to be covered for benefits under the Trust from such date of interrupted coverage until the earlier of (a) twelve (12) months after such first month of required contributions or (b) the date provided under ERISA Section 701(f) (Internal Revenue Code Section 9801(f)) for return to coverage through special enrollment in the event of such employee's loss of other group health plan coverage or acquisition of a dependent through marriage, birth, adoption, or placement for adoption.

F. New Account Guidelines

Approval of new account requests involving more than 500 employees will be subject to review and acceptance by the Trustees. The review may require the submission of prior claims experience, plan booklets and/or census data for the group.

If census data is required, the following data will be requested for each employee:

1. Name
2. Date of Birth
3. Status:
 - a) Employee
 - b) Spouse
 - c) Dependent Child(ren)

III. Renewal Account Guidelines

For all renewals of existing accounts, the bargaining parties must submit an executed Subscription Agreement based upon an underlying Collective Bargaining Agreement.

All renewal agreements must contain acceptable language as outlined in the Trust Operating Guidelines.

Unless there is a renewed Collective Bargaining Agreement or a written interim agreement for collection purposes within 18 months of the date of expiration of the terminated agreement, the account will be dropped.

If the Trust becomes initially aware of a terminated agreement after the expiration of the 18-month period, the bargaining parties shall be allowed a maximum of 60 days from the date of notification by the Trust to provide the necessary agreement, or the account will be dropped.

IV. Public Employer / Employee Accounts

A. Coverage Options

1. State law currently requires that public employers offer a minimum of two medical plan options for their employees.
2. The medical plan options available to public employers who negotiate coverage under this Trust shall be limited to Trust Plans and the Trust's Group Health Cooperative option, which is available through open enrollment.

B. LEOFF I Employees

1. 24-Hour active employee coverage is available for LEOFF I employees. The contribution rate is greater than for non-LEOFF I employees. Dependents are only covered for non-occupational accidents and illnesses covered by the Trust.
2. Retired/disabled coverage is only available to former LEOFF I active employees who have had active coverage under this Trust.
3. Medical coverage for retired LEOFF I employees shall follow and be under the same Plan as the coverage for active employees of the employer the retired employee retired from. Retiree coverage excludes Time Loss, Life and Accidental Death and Dismemberment benefits.
4. Dependent coverage for LEOFF I retired/disabled employees is optional. If elected, the employee is responsible for the additional contributions and

such contributions must be submitted through the employer along with the employer's payment for the employee. Coverage for eligible dependents, if desired, is subject to the following policy.

- a) Current spouses and/or dependent children must be added on the effective date of the change from active to retired LEOFF I coverage, if they do not have other insurance in force.
- b) Spouses and/or dependent children may be added to the retired employees coverage outside of initial eligibility if:
 - (1) They are newly eligible because of marriage by the employee or birth of a child, or;
 - (2) They were not initially enrolled because they had other medical coverage and they lose that coverage for any reason.

Application for dependent coverage under b. above must be made within 60 days of the date of the event. Coverage will begin on the first of the month coinciding with or next following the date of the event, except for newborns who will be covered on their date of birth.

- 5. Coverage for retired LEOFF I employees/dependents shall be terminated if the employer bargains the active employees out of Trust coverage.

V. Carryovers of Deductibles and Out-Of-Pocket Costs

There will be no carryovers of any deductibles or out-of-pocket costs for any employee who transfers into one of the Plans from another Trust, corporate or association benefit program.

NOTE: The Dental Plan does coordinate with immediate prior Orthodontia coverage to the extent that the combined benefits from both programs do not exceed that of the new program.

VI. Union Local Accounts

Union Locals wanting to participate in the Trust must comply with the Trust Operating Guidelines in the same manner as any other employer. Employees being covered must still be working and not retired. All such accounts must be signatory to a Labor Organization Participation Agreement with the Trust (Attachment B).

VII. Eligible Employees

Except as otherwise provided in Section II (4), all employees performing bargaining unit work covered by a Collective Bargaining Agreement who meet the eligibility threshold must be covered. Exclusion of individual employees within bargaining unit job classifications from coverage is not acceptable. Unincorporated owners and partners are not eligible to participate in these plans regardless of whether or not they perform bargaining unit work.

A. Managers and Supervisors

Managers and supervisors can only be covered if they manage or supervise bargaining unit employees (must be in direct line of authority). Managers cannot be covered unless supervisors are covered. The exception to the above is if the individuals are covered under a non-bargaining unit Special Agreement. The Collective Bargaining Agreement must provide for coverage of managers or supervisors if it is the intent of the bargaining parties to cover such individuals.

B. Small Bargaining Units

Effective November 8, 2001, it is required that all new bargaining units consisting of one, two and three-persons (“small units”) complete a Small Bargaining Units Application for participation at least 90 days in advance of the desired coverage effective date. (Attachment D). Based on the information presented, the Trust will determine if such small units are acceptable.

Small bargaining units are subject to the following:

1. Business must have a bonafide collective bargaining agreement with the Teamsters Union and make contributions on behalf of all employees performing work in covered job classifications who meet the minimum monthly hour requirement for coverage.
2. Business must have completed a Subscription Agreement with the Trust and be subject to all Trust provisions, including all other provisions in the Trust Operating Guidelines.
3. Business must maintain an active business license, be in continuous operation, and will be subject to a compliance audit by the Trust 6 months after the effective date of coverage and periodically thereafter. Among other records, the Trust may reasonably request records to confirm operation status.
4. Coverage of business owners is subject to all of the following:
 - a) Business must be incorporated.
 - b) Covered work must be in a Teamster craft(s).
 - c) Owners must be performing the majority of their work and working the required monthly hours in such craft covered by the collective bargaining agreement.

- d) Owners must be receiving the wages specified in the collective bargaining agreement for the work hours covered by the agreement.
5. Application must be approved by the Board of Trustees or its designated body prior to coverage commencing.

All participating small units in existence as of November 8, 2001, which otherwise meet the Trust's participation rules, will be grandfathered until the expiration date of their Collective Bargaining Agreements. Prior to renewal of their Collective Bargaining Agreements, such small units will be required to complete an application for continued participation. Based on the information presented, the Trust will determine if such small units are acceptable for continued participation under these guidelines.

C. Non-Bargaining Unit Employees

Non-bargaining unit employees are allowed to participate in the Trust. An executed Special Agreement is required (Attachment C). The following guidelines apply for groups of non-bargaining unit employees with coverage effective dates on or after November 8, 2001:

1. The employer must have a Teamster bargaining unit that participates in the Trust.
2. The ratio between the Teamster bargaining unit and the non-bargaining unit must be at least 80/20 or approved by the Board of Trustees if less than 80/20.
3. Participation is restricted to the geographic area under the jurisdiction of Joint Council of Teamsters No. 28. Classifications outside this geographic area may not be covered unless approved by the Co-Chairmen.
4. Coverage is limited to not more than the Teamster bargaining unit's level of coverage. If the employer has more than one Teamster bargaining unit, coverage is limited to the highest level of benefits offered to a Teamster bargaining unit.
5. Eligibility threshold and waiting period provisions applicable to the Teamster bargaining unit employees shall also apply to the non-bargaining unit.
6. The employer must provide a census of employees, including date of birth, date of hire, job title/classification, spouse date of birth and the number and ages of children. If there are more than 100 employees in the unit, the employer must also provide a copy of the plan booklet of the current coverage for the non-bargaining unit employees, and claims experience for the immediate prior 12 month period (if available).

7. All non-bargaining units must be approved by the Co-Chairmen.

VIII. Audit All New Accounts/Special Agreements

It is the intent that the Administrative Office audit all such accounts within 180 days from the date the account was established.

IX. Audit Documentation

Employer payroll and new account audits will only consider the contractual documentation on file with the Trust office. No documentation will be considered that is inconsistent with these Trust Operating Guidelines.

X. Handling Of Accounts Where Non-Bargaining Unit Employees Are Reported Without A Special Agreement Or Reporting Of Other Non-Eligible Persons

The Trust will advise the bargaining parties that they have 90 days to correct this situation from date of notification or contributions will not be accepted.

XI. Employer Overpayments

Pursuant to the Patient Protection and Affordable Care Act (as provided under Public Health Service Act section 2712):

“A group health plan and a health insurance issuer offering group or individual health insurance coverage shall not rescind such plan or coverage with respect to an enrollee once the enrollee is covered under such plan or coverage involved, except that this section shall not apply to a covered individual who has performed an act or practice that constitutes fraud or makes an intentional misrepresentation of material fact as prohibited by the terms of the plan or coverage. Such plan or coverage may not be cancelled except with prior notice to the enrollee, and only as permitted under section 2701(c) or 2742(b)

It is recognized that as a result of administrative or clerical errors, employers may make mistakes in reporting employees to the Trust and may request a credit on the amount(s) remitted. The following guidelines will apply to requests for a credit:

- A. A credit will be given if, and only if, the credit request is received by the Trust no later than the end of the month in which the contributions are due, i.e. prior to the month for which health insurance coverage is being provided by the amount(s) remitted.

- B. Requests for credits after health insurance coverage has become effective based on the amount(s) remitted shall be denied.
- C. Requests for a credit(s) must be submitted to the Administrative Office in writing.

Any employer, or their duly authorized representative, whose request for credit is denied in whole or in part by the Trustees (or by an Administrator acting for the Trustees) may appeal from such denial to the Board of Trustees for a full review thereof by submitting a written request for review within thirty (30) days after receipt of notice of denial. The appeal must be in written form, set forth all of the grounds upon which it is based, provide supporting facts and any other matters which the employer deems pertinent. Appeals should be addressed to the Administrative Office.

XII. Light Duty Non-Bargaining Unit Work

It is recognized that while rehabilitating from a disabling injury, employers may be able to accommodate former bargaining unit employees with light-duty non-bargaining unit employment. The Trust will accept employer contributions on behalf of such employees, subject to the execution of a written agreement between the bargaining parties applicable to all similarly situated employees, and that the term of this benefit provision shall not be more than one year.

**WASHINGTON TEAMSTERS WELFARE TRUST
SUBSCRIPTION AGREEMENT**

COLLECTIVE BARGAINING AGREEMENT PROVIDING FOR PARTICIPATION IN TRUST

The Employer and Labor Organization below are parties to a Collective Bargaining Agreement providing for participation in the above Trust. An enforceable Collective Bargaining Agreement must exist as a condition precedent to participation in the Trust.

Employer Name _____	Labor Organization (Union) Name _____
Address _____	Address _____
City _____ State _____ Zip Code _____	City _____ State _____ Zip Code _____

COLLECTIVE BARGAINING AGREEMENT

The parties' Collective Bargaining Agreement is in effect from: _____ to: _____
 New Account Renewal — Account No. _____ Approximate No. of Covered Employees: _____

INFORMATION CONCERNING EMPLOYER'S BUSINESS

Employer EIN (Tax ID No.) _____
 Employer is: Public Entity Corporation - State of _____ Partnership Sole Proprietorship LLC
 If Partnership or Sole Proprietorship, provide name/s of the owner or partners: _____

BENEFIT PLAN(S) DESIGNATED IN COLLECTIVE BARGAINING AGREEMENT

The Collective Bargaining Agreement provides that contributions will be made to the Trust on behalf of all employees for whom the Employer is required to contribute under the Trust Operating Guidelines for the purpose of providing such employees and their dependents with the following benefit plan(s): (The undersigned parties acknowledge the receipt of a copy of the Trust Operating Guidelines which by this reference are made a part hereof.)

COVERAGE IN BARGAINING AGREEMENT	<i>(For renewals, list all coverages, not just changes)</i>	Monthly Rate
Medical Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> Z	\$
Life/AD&D	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent	\$
	<input type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent	
	<input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	
Weekly Time Loss	<input type="checkbox"/> E - \$500 <input type="checkbox"/> A - \$400 <input type="checkbox"/> B - \$300 <input type="checkbox"/> C - \$200 <input type="checkbox"/> D - \$100	\$
Disability Waivers	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$
Domestic Partners	<input type="checkbox"/> Domestic Partners – Medical	\$
Dental Plan	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$
	<input type="checkbox"/> Domestic Partners – Dental	
Vision Plan	<input type="checkbox"/> EXT	\$
Domestic Partners	<input type="checkbox"/> Domestic Partners – Vision	\$

Will there be any coverage changes before the Collective Bargaining Agreement's expiration? Yes No.

If yes, attach a Subscription Agreement for each change.

EFFECTIVE DATE OF CONTRIBUTIONS - A Subscription Agreement must be submitted in advance of the effective date below.

Contributions above are effective (month, year) _____, 20____ based on employment in the prior month.
Important: Coverage is effective in the month following the month in which the contributions are due based on the Trust's eligibility lag month. For example, contributions effective April based on March employment will provide coverage in May.

EXPIRATION OF COLLECTIVE BARGAINING AGREEMENT

Upon expiration of the above-referenced Collective Bargaining Agreement, the Employer agrees to continue to contribute to the Trust in the same amount and manner as required in the Collective Bargaining Agreement until such time as the Employer and the Labor Organization either enter into a successor Collective Bargaining Agreement, which conforms to the Trust Operating Guidelines, or one party notifies the other in writing (with a copy to the Trust) of its intent to cancel such obligation five (5) days after receiving notice, whichever occurs first. The Trust reserves the right to immediately terminate participation in the Trust upon the failure to execute this or any future Subscription Agreement or to comply with the Trust Operating Guidelines as amended by the Trustees from time to time.

For Employer _____	For Union _____
Title/Assn _____ Date _____	Title _____ Date _____

ELIGIBILITY TO PARTICIPATE IN TRUST

Eligibility for benefits is determined in accordance with the requirements established in the Collective Bargaining Agreement provided such requirements are consistent with the Trust guidelines. To establish eligibility for benefits, Trust guidelines require that eligible employees must have the required number of hours in a month and have the contractually required contributions paid on their behalf. Eligibility will commence according to the Trust’s lag month eligibility rule. Eligibility continues as long as the employee remains eligible, has the contractually required number of hours per month, and has the required contributions made. The Trust, however, will not recognize any contractual provision that conditions continued eligibility on having less than 40 or more than 80 hours in a month. Eligibility will end according to the Trust’s policy for employees who do not have the required number of hours and contributions in a month and who do not qualify for an applicable extension of eligibility, if any.

Employees of a participating employer not performing work covered by the Collective Bargaining Agreement may participate in the Trust only pursuant to a written special agreement approved in writing by the Trustees. The Trustees reserve the right to recover any and all benefits provided to ineligible individuals from either the ineligible individual receiving the benefits or the employer responsible for misreporting them (if applicable).

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Employer contributions are due no later than ten (10) days after the last day of each month for which contributions are due. The Employer acknowledges that in the event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest, attorney fees, and costs incurred in collecting the delinquent amounts.

TRUSTEES’ AUTHORITY TO DETERMINE TERMS OF PLANS

The parties recognize that the detail of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits is determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Agreement and Declaration of Trust (Trust Agreement). The Trustees retain the sole discretion and authority to interpret the terms of the Trust’s benefit plans, the plans’ eligibility requirements, and other matters related to the administration and operation of the Trust and its benefits plans. The Trustees may modify benefits or eligibility of any plan for the purpose of cost containment, cost management, or changes in medical technology and treatment.

MECHANISM FOR HANDLING CONTRIBUTION INCREASES

The Trustees’ authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust’s contingent liability.

The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plan. If the Collective Bargaining Agreement does not provide a mechanism for fully funding the designated benefit plans, the Board of Trustees may substitute a plan then available that is fully supported by the employer’s contribution obligations. The disposition of any excess employer contributions will be subject to the collective bargaining process.

ACCEPTANCE OF TRUST AGREEMENT

The Employer and the Labor Organization accept and agree to be bound by the terms of the Trust Agreement governing the Trust, and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement is amended to change or modify an Employer’s liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer’s then current Collective Bargaining Agreement.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Washington Teamsters Welfare Trust.

Date _____

Administrative Agent
Washington Teamsters Welfare Trust

WASHINGTON TEAMSTERS WELFARE TRUST

SUBSCRIPTION AGREEMENT GUIDELINES

To participate in the Washington Teamsters Welfare Trust, the bargaining parties must complete a Subscription Agreement and file it with the Trust Administrative Office. Additionally, the bargaining parties are advised of the following general participation and benefit information. See Trust Operating Guidelines for more detailed information.

1. The Subscription Agreement language may not be modified or altered.
2. A Subscription Agreement must be submitted to the Trust Administrative Office for each new or renewed collective bargaining agreement, which provides for participation under the Trust.
3. For new accounts, an enforceable collective bargaining agreement, with contribution requirements and eligibility thresholds for benefits consistent with Trust guidelines, must be submitted prior to the activation of the account.
4. **Contributions for changes in plan benefits or new accounts are effective the first of the month following the date the Trust Office receives the documents in #2 and #3. Trust policy does not allow retroactive changes in contributions or benefits.**
5. A new Subscription Agreement is required for each change in benefits. If a collective bargaining agreement provides for benefit changes subsequent to those listed on the Subscription Agreement submitted to the Trust Office for the new or renewed agreement **and** the changes take effect prior to the termination of the collective bargaining agreement, the bargaining parties are responsible for formally notifying the Trust Administrative Office of the changes; this may be done by completing and submitting another Subscription Agreement, either with the initial agreement or anytime prior to the effective date of the contribution rate changes for the new benefits. Submission of a collective bargaining agreement by itself does not constitute formal notification of changes.

(Please Complete the Entire Subscription Agreement and Tear Off These Guidelines Before Mailing to the Trust Administrative Office)

**WASHINGTON TEAMSTERS WELFARE TRUST
LABOR ORGANIZATION PARTICIPATION AGREEMENT**

The Trust Agreement of the Washington Teamsters Welfare Trust grants the Trustees the authority to permit a labor organization to make contributions to the Trust for purposes of providing its employees with health and welfare programs maintained by the Trust. Pursuant to this authority, it is agreed as follows:

NAME, ADDRESS AND TAX ID NO. OF LABOR ORGANIZATION

Name	Employer EIN (Tax ID No.)
Address	
City, State, Zip Code	

BENEFIT PLANS CHOSEN

The named labor organization shall pay a monthly contribution rate for the benefit plans chosen, in an amount that the Trustees of the Trust shall determine from time to time. Contributions are required on behalf of all employees for which the labor organization is required to contribute pursuant to the Trust Operating Guidelines. The labor organization acknowledges receipt of a copy of the Trust Operating Guidelines which, by this reference, is incorporated herein.

Type of Coverage	Plans Available	Plans Chosen	Contribution Rate
Medical	A, B, and Z		\$
Life/AD&D	A, B, and C		\$
Time Loss	A, B, C, D, and E		\$
Long Term Disability Income	LTD		\$
9-Month Disability Waivers	Medical		\$
Dental	A, B, and C		\$
Vision	EXT		\$
Domestic Partners	Medical, Dental, Vision		\$

ELIGIBILITY THRESHOLD

The labor organization agrees to make contributions to the aforementioned plans on behalf of all employees based upon the following minimum number of hours per month (**not less than 40 or more than 80**):

Minimum Hours Per Month _____ These hours are to be: Compensable Worked

EFFECTIVE DATE AND TERM OF AGREEMENT

The labor organization agrees to pay contributions beginning _____ based on _____ hours. (**Note:** Contributions are due by the 10th of the first month following the month in which employment is rendered. Coverage is provided by the Trust in the second month following the month in which employment is rendered except when the employer ceases contributions on an employee's behalf due to resignation, retirement or withdrawal from the Trust. In such cases, coverage terminates at the end of the month the final contribution is made. This Agreement may be terminated upon 30 days written notice by the Trustees of the Trust or by the undersigned labor organization.

Dated this _____ day of _____

Labor Organization

By: _____ Title: _____

REPORTING OBLIGATION AND CONSEQUENCES OF DELINQUENCY

Contributions are due no later than 10 days after the last day of each month for which contributions are due. The labor organization acknowledges that in event of any delinquency, the Trust Agreement provides for the payment of liquidated damages, interest and attorney fees and costs incurred in collecting delinquent amounts.

TRUSTEES' AUTHORITY TO DETERMINE TERMS OF PLANS AND CONTRIBUTIONS

The parties recognize that the details of the benefit plans provided by the Trust and the rules under which employees and their dependents shall be eligible for such benefits are determined solely by the Board of Trustees of the Trust in accordance with the terms of the governing Trust Document. The Trustees shall retain the sole discretion and authority to interpret the terms of the Trust's benefit plans, the plans' eligibility requirements, and other matters related to the administration and operation of the Trust and its benefit plans.

The Trustees' authority shall include the right to adjust the contribution rates to support the benefit plans offered by the Trust and to maintain adequate reserves to cover any extended eligibility and the Trust's contingent liability. The parties recognize that it is the intent of the Trust not to provide employee benefit plans for less than the full cost of any such plans.

ACCEPTANCE OF TRUST AGREEMENT

The labor organization accepts and agrees to be bound by the terms of the Trust Agreement governing the Trust Fund as designated on page one, and any subsequent amendments to the applicable Trust Agreement. The parties accept as their representatives for purposes of participating in the referenced Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Trust Fund designated below.

Date: _____

Administrative Agent
Washington Teamsters Welfare Trust

**WASHINGTON TEAMSTERS WELFARE TRUST
SPECIAL AGREEMENT – NON-BARGAINING UNIT EMPLOYEES**

This agreement is entered into by and between the Trustees of the Washington Teamsters Welfare Trust (herein termed Trust) and the below referenced Employer:

NAME, ADDRESS AND TAX ID NO. OF LABOR ORGANIZATION

Name	Employer EIN (Tax ID No.)
Address	
City, State, Zip Code	

WITNESSETH:

Whereas, it is intended that contributions be paid into the Trust on behalf of certain employees of the Employer who are not covered under the provisions of a collective bargaining agreement with a union party to the Washington Teamsters Welfare Trust and whereas, it is the desire of the parties to enter into a written agreement which sets forth the detailed basis upon which such contributions are to be made, now, therefore, in consideration of the foregoing and the mutual covenants herein contained it is agreed:

Commencing _____ Based on _____ hours,

the Employer shall pay into the Washington Teamsters Welfare Trust such amounts as the Trust shall determine from time to time as the monthly contribution required to provide the following benefits:

Type of Coverage	Plans Available	Plans Chosen	Contribution Rate
Medical	A, B, and Z		\$
Life/AD&D	A, B, and C		\$
Time Loss	A, B, C, D, and E		\$
Long Term Disability Income	LTD		\$
9-Month Disability Waivers	Medical		\$
Dental	A, B, and C		\$
Vision	EXT		\$
Domestic Partners	Medical, Dental, Vision		\$

Note: Coverage may not exceed highest benefits provided for a participating Teamster unit at this employer.

*Coverage is provided by the Trust in the second month following the month in which employment is rendered except when the employer ceases contributions on an employee's behalf due to resignation, retirement or withdrawal from the Trust. In such cases, coverage terminates at the end of the month the final contribution is made.

ELIGIBILITY THRESHOLD

These payments shall be made respectively for each member of the unit described below who meets the same eligibility threshold and waiting period provisions that apply to the bargaining unit employees of the Employer as specified in the labor agreement covering those bargaining unit employees.

DESCRIPTION OF UNIT

All employees of the Employer who are not otherwise covered by a collective bargaining agreement with any union providing the aforementioned benefits under the Trust for said employees. (Sole proprietors and partners are not eligible to participate.)

CONTRIBUTIONS

The total amount due for each calendar month shall be remitted in a lump sum no later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and accurate recording of such hours, and such amounts paid on behalf of each member of the unit.

TERMS OF AGREEMENT

The Employer accepts and agrees to be bound by the terms of the Trust Agreement governing the Trust Fund and any subsequent amendments to the Trust Agreement. The parties accept as their representatives for purposes of participating in the Trust the Trustees serving on the Board of Trustees and their duly appointed successors.

Provided, however, that in the event that either Section 2 or 3 of Article VIII of the Trust Agreement of the Washington Teamsters Welfare Trust is emended to change or modify an Employer's liability as specified therein, such amendment will not be deemed applicable to an Employer until such time as the Employer enters into a successor Collective Bargaining Agreement after the expiration of the Employer's then current Collective Bargaining Agreement.

This agreement shall remain in full force and effect during the term of the existing Collective Bargaining Agreement and each successor Collective Bargaining Agreement between

Teamsters Union Local No. _____ and the Employer.

Dated this _____ day of _____

Employer

By _____

Title _____

APPROVAL OF TRUSTEES

This Agreement has been approved by the Board of Trustees of the Trust Fund.

Date: _____

Administrative Agent _____
Washington Teamsters Welfare Trust

**WASHINGTON TEAMSTERS WELFARE TRUST
SMALL BARGAINING UNIT APPLICATION**

(To be completed by all bargaining units of 3 or fewer employees)

NAME AND ADDRESS OF EMPLOYER: _____

LEGAL FORM OF THE EMPLOYER: _____
(corporation, partnership, sole proprietorship, labor organization, etc.)

TOTAL NUMBER OF PERSONS EMPLOYED BY THE EMPLOYER: _____
If the total number of employees is less than 20, attach a copy of the active business license of the employer.

NUMBER OF EMPLOYEES IN THE SMALL BARGAINING UNIT IN QUESTION: _____

GENERAL NATURE OF THE BUSINESS OF THE EMPLOYER:

HOW LONG HAS THE BUSINESS BEEN IN CONTINUOUS OPERATION? _____

COLLECTIVE BARGAINING AGREEMENT:
Attach a copy of the collective bargaining agreement. Provide the name and telephone number of the union representative who has greatest familiarity with the agreement.

Name: _____ Local #: _____ Telephone No.: _____

DESCRIBE THE WORK OR JOB CLASSIFICATIONS COVERED BY THE COLLECTIVE BARGAINING AGREEMENT:

PROVIDE THE NAME OF EACH EMPLOYEE AND DESCRIBE THE WORK PERFORMED BY EACH EMPLOYEE IN THE SMALL BARGAINING UNIT:

<u>NAME OF EMPLOYEE:</u> _____	<u>Date of Birth:</u> _____
<u>WORK PERFORMED:</u> _____	
<u>MARRIED:</u> Yes / No	<u>NUMBER OF DEPENDENT CHILDREN:</u> _____

ATTACHMENT D

NAME OF EMPLOYEE: _____	Date of Birth: _____
WORK PERFORMED: _____	
MARRIED: Yes / No	NUMBER OF DEPENDENT CHILDREN: _____

NAME OF EMPLOYEE: _____	Date of Birth: _____
WORK PERFORMED: _____	
MARRIED: Yes / No	NUMBER OF DEPENDENT CHILDREN: _____

ARE THERE ANY EMPLOYEES PERFORMING WORK COVERED BY THE COLLECTIVE BARGAINING AGREEMENT WHO ARE NOT LISTED ABOVE?

DOES THE SMALL UNIT INCLUDE ANY PERSONS WHO HAVE ANY OWNERSHIP IN THE BUSINESS?

If so, provide the following information for each such person:

	Owner Number 1	Owner Number 2	Owner Number 3
Name of owner			
Percentage interest in the business			
Total hours per month typically worked in connection with the business			
Percentage of these total hours worked that are spent performing Teamster craft work			
Description of this Teamster craft work			
Applicable job classification in the labor agreement			
Applicable wage rate in the labor agreement			
Wage rate or salary actually received by the owner			

I certify that the foregoing statements and answers are complete and true. I agree that discovery of any material information omitted by or for any person listed on this application may result in the rescission of coverage retroactively.

EMPLOYER SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

TELEPHONE NO.: _____ **DATE:** _____