

# 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.

Kittitas County Line  
 Employer Name \_\_\_\_\_  
 205 W Fifth \_\_\_\_\_  
 Address \_\_\_\_\_  
 Ellensburg WA 98926  
 City State Zip Code

Teamsters Local Union No. 760  
 Labor Organization (Union) Name \_\_\_\_\_  
 1211 W Lincoln Ave. \_\_\_\_\_  
 Address \_\_\_\_\_  
 Yakima WA 98902  
 City State Zip Code

**COLLECTIVE BARGAINING AGREEMENT**

The parties' Collective Bargaining Agreement is in effect from: January 1, 2017 to: December 31, 2021

New Account  Renewal — Account No. 105071 Approximate No. of Covered Employees 30

**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.)

<b>COVERAGE IN BARGAINING AGREEMENT</b> (For renewals, list all coverages, not just changes)		<b>Monthly Rate</b>
<b>Medical Plan</b>	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> Z	\$ 1367.40
<b>Life/AD&amp;D</b>	<input type="checkbox"/> A - \$30,000 Employee/\$3,000 Dependent <input checked="" type="checkbox"/> B - \$15,000 Employee/\$1,500 Dependent <input type="checkbox"/> C - \$5,000 Employee/\$500 Dependent	\$ <sup>4.40</sup>
<b>Weekly Time Loss</b>	<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	\$
<b>Disability Waivers</b>	<input type="checkbox"/> Additional 9 months Disability Waiver of Contributions - Medical only	\$
<b>Domestic Partners</b>	<input type="checkbox"/> Domestic Partners -- Medical	\$
<b>Dental Plan</b>	<input checked="" type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C	\$ 130.50
<b>Domestic Partners</b>	<input type="checkbox"/> Domestic Partners -- Dental	\$
<b>Vision Plan</b>	<input checked="" type="checkbox"/> EXT	\$ 14.90
<b>Domestic Partners</b>	<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) January, 20 17 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 Leonard J. Couch

Title/Assn \_\_\_\_\_ Date \_\_\_\_\_

Title Secretary-Treasurer Date 1-3-17

**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