



Washington Teamsters Welfare Trust

Non-Bargaining Unit (NBU) Employees Operating Guidelines

Non-bargaining unit employees are allowed to participate in the Trust **subject to the below guidelines and approval by the Trust**. An executed Special Agreement is required (attached). Per the Trust Operating Guidelines, 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.

Notes to Special Agreement / NBU Guidelines

- The eligibility threshold must be the same as the bargaining unit which is required to be between 40 and 80 hours.
- A census of the NBU employees must be submitted. The attached "Non-Bargaining Unit (NBU) Census Information" form may be used to submit the information or the same information via excel or other format. Sole proprietors and partners are not eligible to participate.
 - Census to include employee name, including date of birth, date of hire, job title/classification, spouse date of birth and the number and ages of children.
- **The Special Agreements can take up to 90 days to approve.**

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 _____

<u>APPROVAL OF TRUSTEES</u>

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
Non-Bargaining Unit (NBU) Census Information

Teamster Bargaining Unit Account Number(s): _____

Number of Bargaining Unit Employees: _____

	Employee Date of Birth	Employee Date of Hire	Job Title or Classification	Spouse Date of Birth	# of Children	Child Age	Child Age	Child Age	Child Age	Child Age
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3.										
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