

Northern California Soft Drink Industry and Teamsters Welfare Fund

4160 Dublin Blvd, Ste 400, Dublin, CA 94568

SUBSCRIBER AGREEMENT

A. EMPLOYER AND LOCAL UNION

1. The undersigned Employer has entered into a collective bargaining agreement with Union Local No. _____ under which it is required to contribute to the Northern California Soft Drink Industry and Teamsters Welfare Fund (“Fund”), and desires to apply for acceptance as a participating Employer in the Fund’s employee welfare benefit plan
2. The Employer hereby adopts the Trust Agreement providing for the Fund and agrees to be bound by its terms and any amendments adopted in the manner provided therein. The Employer hereby irrevocably designates as their respective representatives on the Board of Trustees such Employer Trustees now in office, and their successors, to administer the Fund as the representatives of the Employer, and full authority to act for the Employer in the administration of the Fund. The Employer further agrees to be bound by the rules, regulations, and policies of the Fund now in effect, and as amended from time to time. Any provision in this Agreement that is inconsistent with the Trust Agreement, or any rules or procedures established by the Trustees, shall be null and void.
2. It is the purpose and intent of the parties to maintain this Subscriber 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 Agreement shall be effective for the term of the current collective bargaining agreement between the parties; shall continue in effect during the negotiations of the parties for a successor agreement during which negotiations the Employer agrees to contribute to the Fund in the manner provided herein. Any revocation will not be effective until advance written notice of such revocation is provided by certified mail to both the Union and Fund not less than 30 days prior to the date of the revocation. However, revocation shall not occur (1) while the Employer is obligated by law to bargain with the Union over the cancellation of this Subscriber’s Agreement or (2) during the term of a collective bargaining agreement requiring the Employer’s participation in the Plan, any extension thereof, or any period during which the Employer continues to conform to contribute to the Plan. The parties agree and understand that, if the appropriate contribution rates are not paid, the Trustees of the Fund may eliminate benefits to otherwise eligible participants and terminate the Employer’s participation pursuant to the Fund’s rules and regulations. Nothing herein shall limit the right of the Fund to terminate the Employer as a contributing Employer for failure to contribute or for any other reason as reasonably determined by the Trustees in accordance with the authority under the Trust Agreement.
3. The Employer agrees to contribute to the Fund for all employees in the bargaining unit for the purpose of providing health and welfare benefits under the Fund’s employee welfare benefit plan. If the Employer elects to cover non-collectively bargained employees it must cover (1) **all** non-collectively bargained employees and cannot cover employees selectively, or (2) all non-collectively bargained employees in a defined class based on work they do, such as “cashiers,” “clerical,” “managerial,” or “sales.” An Employer who covers non-collectively bargained employees cannot fail to contribute for employees who “have other coverage” or “waived coverage.” The Employer agrees to contribute the required contribution rates as determined by the Fund. The Employer will be advised by the Fund of any changes to the contribution rate from time to time as necessary.
4. This Agreement may not be assigned by the Employer.

5. If any provision of this Agreement shall, in whole or in part, prove to be invalid for any reason, the invalidity shall affect only the portion of the provision which shall be invalid and, in all other respects, this Agreement shall stand as if the invalid provision, or any invalid portion thereof, had not been a part of this Agreement.
6. This Agreement may be executed in one or more counterparts, all of which together shall constitute one and the same instrument.

B. APPLICATION FOR PARTICIPATION IN THE NORTHERN CALIFORNIA SOFT DRINK INDUSTRY AND TEAMSTERS WELFARE FUND

1. Employer's Name: _____
2. Is this coverage intended to replace any other health and welfare coverage? Yes; No. If "yes," name of insurer or trust fund being replaced: _____

3. How many employees are now in the bargaining unit? _____
4. How many COBRA enrollees are from this bargaining unit? _____
5. Collective bargaining agreement requires contribution after how many hours worked in a month (check one):
 80 hours; Other (insert number of hours or describe other criteria):

C. EMPLOYER REPORTING & PAYMENT

1. Commencing on the first day of _____ 20____, Employer shall contribute the amounts provided for in the collective bargaining agreement to which it is a party, or specified by the Trustees, as the case may be, to provide benefits for each employee covered by the collective bargaining agreement and for any such additional employees accepted as participants in the Fund pursuant to uniform rules and regulations. **Contributions, together with a report of the Employee data required by the Fund, are due on the tenth (10th) day of the month for hours worked in the preceding month, and become delinquent if not received by the Fund by the twentieth (20th) day of the month due.**
2. 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. Administrative costs, the costs of reviewing records in connection with the refund of legal fees, and the amount of any benefits paid in reliance on the mistaken contributions shall be deducted from the amount of the refund or credit.
3. The Employer hereby agrees to make available in the County of Alameda, 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 on behalf of collectively bargained and non-collectively bargained employees have been paid.
4. Employer and Union agree that this Subscriber Agreement shall only become effective upon its acceptance and approval by the Board of Trustees, and executed by its authorized representative in the space provided below.

In the absence of an explicit written termination this Agreement shall terminate at such time as the NLRB or a court of competent jurisdiction has determined that the Union has ceased to represent the Employer's employees. The parties intend for this Agreement to continue to apply during the term of their collective bargaining agreement, during the period after expiration of such Agreement during which the parties are in bargaining for a successor Agreement, and during the term of any successor Agreement. **Note: The Fund requires that a copy of the collective bargaining agreement be provided to the Plan Administrator as a condition of participation.**

EMPLOYER

UNION

Name of Employer

Name of Union Local

Authorized Signature

Authorized Signature

Title

Title

Address

Address

City, State, Zip Code

City, State, Zip Code

Date Signed: _____

Date Signed: _____

Accepted and approved on behalf of the Board of Trustees effective _____.
(Date)

By: _____
Authorized Signature

By: _____
Authorized Signature