

**AUTOMOTIVE INDUSTRIES WELFARE FUND**

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 WEBSITE: [www.aitrustfunds.org](http://www.aitrustfunds.org) | E-MAIL: [aisupport@hsba.com](mailto:aisupport@hsba.com)

**SUBSCRIBER AGREEMENT**

FIRM NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
 Street City State Zip Code

EFFECTIVE DATE OF COVERAGE: \_\_\_\_\_, 20\_\_\_\_ PHONE: (\_\_\_\_\_) \_\_\_\_\_

Accept	Decline	Coverage	Plan Overview	Monthly Contribution Rates Effective September 1, 2019 to August 31, 2020*																								
<input type="checkbox"/>	<input type="checkbox"/>	<b>Medical &amp; Prescription Drug Plan</b>	Choices of: <ul style="list-style-type: none"> <li>• Kaiser Medical and Kaiser Prescription Drug Coverage</li> <li>• Indemnity Plan Medical includes \$50/ month HRA component and a Self-Funded Prescription Drug Coverage provided by OptumRx</li> <li>• \$2,500 Burial Benefit</li> </ul>	Employee \$770.00 Employee +1 \$1,540.00 Family \$1,910.00																								
<input type="checkbox"/>	<input type="checkbox"/>	<b>HRA Buy-Up</b> <input type="checkbox"/> \$500/\$1000/\$1,500  <input type="checkbox"/> \$1,000/\$2,000/\$3,000	Choice of HRA Buy-Up: <ul style="list-style-type: none"> <li>• \$500/ \$1000/ \$1,500</li> <li>• 1,000/ \$2,000/ \$3,000</li> </ul>	Employee Only \$40.00 Employee + 1 \$80.00 Family \$120.00  Employee Only \$80.00 Employee + 1 \$160.00 Family \$240.00																								
<input type="checkbox"/>	<input type="checkbox"/>	<b>Opt-Out</b>	Payment required when Employee selects to Opt-Out of benefit	Medical and Rx Drug Plan \$75.00 Ancillary Benefits \$25.00 (Dental, Vision, Orthodontia, Disability & Life)																								
<input type="checkbox"/>	<input type="checkbox"/>	<b>Dental</b>	Basic Plan provides an annual maximum of \$3,000. Plan pays 80% for PPO Providers and 70% for Preferred Providers.	Employee Only \$45.00 Employee + 1 \$90.00 Family \$132.00																								
<input type="checkbox"/>	<input type="checkbox"/>	<b>Orthodontics</b>	Covers a benefit maximum of \$2,500 as a lifetime benefit for any covered person.	Employee Only \$2.00 Employee + One \$4.00 Family \$6.00																								
<input type="checkbox"/>	<input type="checkbox"/>	<b>Vision</b>	Covers vision services and prescription products provided by VSP.	Employee Only \$10.00 Employee + 1 \$19.00 Family \$26.00																								
<input type="checkbox"/> \$ 10,000 <input type="checkbox"/> \$ 25,000 <input type="checkbox"/> \$ 50,000 <input type="checkbox"/> \$ 75,000 <input type="checkbox"/> \$100,000	<input type="checkbox"/>	<b>Additional Life Insurance</b>	Term Life Insurance	<table border="1"> <thead> <tr> <th>Life Volume</th> <th>Contribution Amount</th> </tr> </thead> <tbody> <tr> <td>\$ 10,000</td> <td>\$ 1.00</td> </tr> <tr> <td>\$ 25,000</td> <td>\$ 2.50</td> </tr> <tr> <td>\$ 50,000</td> <td>\$ 5.00</td> </tr> <tr> <td>\$ 75,000</td> <td>\$ 7.50</td> </tr> <tr> <td>\$100,000</td> <td>\$10.00</td> </tr> </tbody> </table>	Life Volume	Contribution Amount	\$ 10,000	\$ 1.00	\$ 25,000	\$ 2.50	\$ 50,000	\$ 5.00	\$ 75,000	\$ 7.50	\$100,000	\$10.00												
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<input type="checkbox"/>	<input type="checkbox"/>	<b>Disability Plan</b>	The benefit is thirty-five percent (35%) of Contract Wage Rate payable the first (1 <sup>st</sup> ) work day when disabled because of an accident or when hospital confined and the fourth (4 <sup>th</sup> ) work day when disabled because of an illness for a maximum of thirty-nine (39) work weeks; however, benefits shall not exceed 80% of regular gross pay when combined with allowable benefits from other sources, subject to Plan provisions and limitations.  Subject to adjustment on the earlier of: <ol style="list-style-type: none"> <li>1) change of journeyman hourly wage rate to a level indicating a higher contribution rate; and/or</li> <li>2) September 1, 2014 and each September 1 thereafter to amounts determined by the Trustees as necessary to provide and maintain plan benefits.</li> </ol>	<table border="1"> <thead> <tr> <th>Wage Category</th> <th>Rate per Employee</th> </tr> </thead> <tbody> <tr> <td>\$ 0.00 - \$24.99</td> <td>\$ 14.00</td> </tr> <tr> <td>\$25.00 - \$34.99</td> <td>\$ 17.00</td> </tr> <tr> <td>\$35.00 - \$44.99</td> <td>\$ 21.00</td> </tr> <tr> <td>\$45.00 - \$54.99</td> <td>\$ 24.00</td> </tr> <tr> <td>\$55.00 - \$64.99</td> <td>\$ 27.00</td> </tr> <tr> <td>\$65.00 - \$74.99</td> <td>\$ 31.00</td> </tr> </tbody> </table> <p><b>Contributions for all employees are based upon the highest Journeyman wage rate.</b></p> <p><b>Indicate the dates of future changes in Journeyman hourly wages and rates below:</b></p> <table border="1"> <thead> <tr> <th>Effective Dates of Change</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td><b>Current:</b></td> <td>\$</td> </tr> <tr> <td><b>Future Date:</b></td> <td>\$</td> </tr> <tr> <td><b>Future Date:</b></td> <td>\$</td> </tr> <tr> <td><b>Future Date:</b></td> <td>\$</td> </tr> </tbody> </table>	Wage Category	Rate per Employee	\$ 0.00 - \$24.99	\$ 14.00	\$25.00 - \$34.99	\$ 17.00	\$35.00 - \$44.99	\$ 21.00	\$45.00 - \$54.99	\$ 24.00	\$55.00 - \$64.99	\$ 27.00	\$65.00 - \$74.99	\$ 31.00	Effective Dates of Change	Rate	<b>Current:</b>	\$	<b>Future Date:</b>	\$	<b>Future Date:</b>	\$	<b>Future Date:</b>	\$
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<input type="checkbox"/>	<input type="checkbox"/>	<b>Class 2 Employees</b>	Each person not in Class 1 and not covered by another Collective Bargaining Agreement, who is a full-time Employee, Proprietor, or Partner of the Employer as defined by the Plan, so long as the Employer covers all such persons subject to Coverage Commencement rules.	All Class II rates are the same as Class I Rates.																								
<input type="checkbox"/>	<input type="checkbox"/>	<b>Class 1 Owners</b>	Owners working with the tools of the trade and who have a bargaining agreement with a participating union.	Same as Class 1 Rates.																								

\* After August 31, 2019, rates and coverage are subject to adjustments by the Board of Trustees

**For the purpose of providing the benefits specified above for employees and their dependents, the Employer agrees to make monthly payments to the Automotive Industries Welfare Fund ("Fund") as follows:**

- A. Employees Covered.** As specified in the Plan's eligibility rules, the following persons are covered by this Agreement:
- (1) Class 1**--Each person who is in active employment as an employee, as defined by the Plan, who is working under a collective bargaining agreement between the employer and a participating union, subject to coverage commencement rules in paragraph D below. Any exclusion or delay of coverage of a Class 1 employee requires that a copy of the collective bargaining agreement be attached to this Agreement and approved by the Trustees. This Plan permits the option of Employee-only coverage. Subject to the terms of the collective bargaining agreement, an Employee may opt out of coverage in Plan B for the Employee and, if applicable, the Employee's dependents only by completing and submitting to the Plan an approved form for that purpose. The Employee's resulting non-covered status will apply to the Employee until the Plan receives a written retraction by the Employee of the decision to opt out in an approved format and after any applicable waiting period has been exhausted or any required conditions have occurred, such as satisfactory proof of a required change of life event. Owners who work with the tools of the trade and have a bargaining agreement with a participating union shall be treated as a Class 1 employee and subject to all the rules applicable for Class 1 employees as specified herein.
  - (2) Class 2**--Each person not in Class 1 and not covered by another collective bargaining agreement, who is a full-time employee, proprietor or partner of the employer as defined by the Plan, so long as the employer covers all such persons subject to coverage commencement rules in paragraph D below, and provided any class 2 employee at least 65 years of age may be excluded.
- B. Amount of Payment.** The undersigned agree that participation in the Fund shall require monthly employer payments at the rates stated herein for all employees covered under paragraph A who are eligible under the rules of paragraph D. Changes in the amount of the monthly payments required shall be made effective for all participants on the first day of September annually. Even if an agreement requiring contributions to the Fund has expired and a new Agreement is not in effect when rates are changed, the employer shall be responsible to transmit the new full required payment to the Fund so long as this Agreement is in effect. The source of amounts in excess of the rate specified in the collective bargaining agreement shall be determined by the terms of the expired collective bargaining agreement until the effective date a new collective bargaining agreement.
- C. Payment Procedures.**
- (1) Class 1 Employees.** The undersigned employer agrees to make payments as set forth in this Agreement and any subsequent revisions hereof for covered Class 1 employees in accordance with the provisions of the collective bargaining agreement for all periods of time during which a collective bargaining agreement requiring payments to the Fund is in effect. Notwithstanding the foregoing sentence, in the event that the effective date of the collective bargaining agreement is more than sixty (60) days prior to the date that the executed Subscriber Agreement is received by the Trust Fund office, any change in coverage (including a change in the Plans or ancillary benefits) shall be effective no earlier than the date this Agreement is received by the Trust Fund office. When applicable labor law requires continued payments to the Fund after expiration of the collective bargaining agreement, the undersigned agree that such payments shall be made in accordance with this Agreement and the Fund's rules and regulations from time to time in effect, regardless of any rate that may be specified in the expired collective bargaining agreement. The employer will be responsible to transmit the full required payment to the Fund but the source of amounts in excess of the rate specified in the collective bargaining agreement shall be determined by the terms of the expired collective bargaining agreement until the effective date of a new collective bargaining agreement. The undersigned agree that this obligation may be enforced by the Fund under this Agreement as a matter of contract law.
  - (2) Class 2 Employees.** The undersigned employer agrees to make payments as set forth in the Agreement and any subsequent revisions hereof and in accordance with the terms of the collective bargaining agreement for covered Class 2 employees until it notifies the Fund in writing that such coverage is canceled, provided that Class 2 employees cannot be covered in any month in which there is no obligation to cover Class 1 employees under subparagraph (1).
  - (3) Payment Due Date.** Monthly payments are due from the employer on the first day of the month to the Fund at address indicated on Employer Remittance Form, on all employees covered under paragraph A employed by the employer at any time during the month prior thereto, except as provided in subparagraph (4) for certain new hires and subparagraph (6) for Class 2 employees whose employment ceased during the prior month.

NOTE: No contribution shall be required for newly hired employees who are terminated in less than eleven (11) working days, except as provided in subparagraph (4) for certain new hires and subparagraph (6) for Class 2 employees whose employment ceased during the prior month.

**(4) New Hires.** As provided in subparagraph (3) above, for new Class 1 employees the first payment is due on the first day of the month following the date of hire unless the terms of a collective bargaining agreement approved by the Trustees clearly provide for a later commencement date. For new Class 2 employees the first payment is due on the first day of the month following the date of hire or the first day of the month payment would be required for full-time Class 1 employees of the employer with the same dates of employment, whichever is later.

**(5) Family Coverage.** The Employer is only required to pay one contribution if two or more family members are working for the same Company. The Trust will provide coverage according to the rates that are paid by the Employer.

**(6) Terminations.** (a) For a Class 1 employee who has passed the effective date of coverage specified below but is no longer actively employed by the employer because the employee retires or for any reason other than the employee quits (a voluntary decision by the employee to terminate employment) or the employee is discharged for cause, the last payment is due on the first day of the month following the last date of active employment, unless a longer period, not to exceed twelve (12) months, is provided for in the applicable collective bargaining agreement. (b) For a Class 1 employee who quits (voluntarily decides to terminate employment) or who is discharged for cause, and for all covered Class 2 employees the last payment is due for the month in which full-time employment, as defined by the Plan, ceased. Employees on vacation or holiday following the termination of active employment shall not be deemed actively employed by the employer for the purpose of determining employer payments due.

**(7) Disabled Employees.** Welfare Plan: For disabled Class 1 employees who have passed the effective date of coverage specified in paragraph D below, in addition to the payment referred to in subparagraph (6), monthly payments will be due for the next three (3) consecutive months, unless a longer period, not to exceed twelve (12) months, is provided for in the applicable collective bargaining agreement. This subparagraph does not apply to Class 2 employees. Disability Plan: For disabled employees, the last payment is due on the first day of the month following the last month of active employment in accordance with your collective bargaining agreement.

**(8) Rehired Disabled Employees.** For disabled employees who return to active employment, with the same Employer they were employed with when disability commenced, contributions are due the first of the month following the date they returned to work.

**(9) Leave of Absence.** In the event a leave of absence is granted by the employer to a Class 1 covered employee, monthly payments may be continued for the employee during such a leave for a period not to exceed six (6) consecutive calendar months following the last month of coverage paid for as provided in either subparagraph (6) or (7) above. This paragraph does not apply to Class 2 employees.

**D. Effective Date of Coverage.** Provided that adequate contributions are received by the Fund, coverage will be effective on the first day of the month following the date of employment, unless the terms of the collective bargaining agreement clearly provide for a later commencement date for coverage for Class 1 employees. Class 2 employees may not have more favorable coverage commencement rules than Class 1 employees of the same employer. If the commencement date for Class 1 employees is later than the first day of the month following the date of employment, then Class 2 employees shall become covered on the first day of the month for which a contribution would be required on behalf of full-time Class 1 employees with the same dates of employment. Coverage will continue until terminated as provided in the Plan. Coverage for Class 1 owners will be effective as of the effective date of this Agreement and shall be effective for the duration of the owner's bargaining agreement unless the termination provisions of section C(6) apply. The Fund shall not be obligated to provide coverage for any month for which the employer has not paid the amounts required under this Agreement.

**E. Liability for Nonpayment.** Contributions are due on the first (1<sup>st</sup>) of the month and considered delinquent if not received on or before the twentieth (20<sup>th</sup>) of the month during the month billed. Failure to report timely will result in assessment of liquidated damages and interest in accordance with the Trust Agreement. If the employer fails to make the contributions required by this Agreement, the employer shall be responsible to the union and employees herein covered for the benefits which would have been provided for such coverage and to pay for all court costs, attorneys fees, and other legal expenses that may be required to effect collection, and shall likewise be subject to any grievance procedure in the collective bargaining agreement covering Class 1 employees.

**F. Changes in Benefits.** The Trustees are authorized to change the Plan's benefits from time to time, which in general will occur on the first day of September annually.

**G. Plan Documents.**

**(1) Trust Agreement.** The undersigned employer understands that the Fund's Trust Agreement was entered into effective October 1, 1956. That Trust Agreement provides that an employer may become a party to the Trust Agreement by executing a document in writing agreeing to become a party to and be bound by the provisions of that Trust Agreement. The undersigned employer, by executing this document, hereby agrees to become a party employer to that Trust Agreement, to be bound by all the terms, conditions and provisions thereof and to make payments herein provided to the Trustees of the Fund. The undersigned employer approves and consents to the appointment of the Trustees of said Trust Agreement heretofore appointed and hereafter selected as provided in said Trust Agreement.

**(2) Plan.** The undersigned employer agrees to be bound by and accept the Plan's eligibility rules and Plan benefits from time to time in effect.

**(3) Rules and Regulations.** The undersigned employer agrees to be bound by the rules and regulations from time to time adopted by the Fund applicable to employers participating in the Fund, including those that provide for interest and liquidated damages on delinquent contributions, and for attorneys fees, court costs and other legal expenses that may be required to effect collection of employer contributions.

**H. Hold Harmless.** Neither the Fund, its Trustees, nor any of their agents or representatives have warranted that the participation of Class 2 employees who are not common law employees is legally permissible under the Taft-Hartley Act. The employer hereby waives any right to sue the Fund, its Trustees, or their agents or representatives for any damages if the participation of all Class 2 employees is not permitted under any law, and agrees to hold the Fund harmless against any such suits filed by its employees or former employees.

**I. Successors.** If the employer's collective bargaining agreement covering its eligible Class 1 employees is binding on the employer's heirs, successor or assigns, then this Agreement shall also be binding on those heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_.

Firm Name \_\_\_\_\_ Union \_\_\_\_\_

Authorized by:

(Print Name) \_\_\_\_\_ (Print Name) \_\_\_\_\_

(Signature) \_\_\_\_\_ (Signature) \_\_\_\_\_

ACCEPTANCE: The duly appointed and acting Trustees of the said Trust Agreement accept the above Agreement.