



4. Eligibility Rules.

(a) If the Bargaining Unit Group already participates in a Trust medical plan will the same eligibility rules apply to the HRA?

Yes.  No.

(b) If the eligibility for a HRA contribution is different than for Trust medical benefits please answer the following:

(i) Eligibility will be based on

Hours worked:  Hours compensated:

(ii) All employees who have at least \_\_\_\_\_ hours per week/month will be reported.

(iii) Identify any probationary period during which contributions will not be made (Note: Bargaining Agreements may have a uniformly administered probationary period not to exceed 8 weeks or 2 months:  
\_\_\_\_\_

5. Contributions, Due Dates and Reporting.

(a) Contribution Amount: \$ 1.00 :

Per Week:  Per Hour: (max 40/wk)

(b) Contributions will begin: January 1, 2021

(c) If there are any scheduled increases during the life of the agreement please list below:

Amount: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Amount: \_\_\_\_\_ Effective Date: \_\_\_\_\_  
Amount: \_\_\_\_\_ Effective Date: \_\_\_\_\_

It is further agreed that contributions are due by the 10<sup>th</sup> of the month for reportable weeks or hours in the preceding month and that Employer will use the reporting forms required by the Trust.

6. Recognition of Trust Agreement and Board of Trustees Authority.

By execution of this Participation Agreement, the Bargaining Parties acknowledge that they are bound by all terms and provisions of the Trust's Trust Agreement and by any amendments that may be adopted and by the terms of the Trust's HRA Plan. The

Bargaining Parties further agree to be bound by any action taken by the Board of Trustees pursuant to the powers granted in the Trust Agreement and accept as their representatives the Employer and Union Trustees now serving and their successors.

Employer specifically recognizes that the Trust Agreement provides the Trust the right to audit the Employer to confirm contributions have been properly made. Employer agrees to maintain records sufficient to determine the accuracy of its reporting to the Trust for seven (7) years after the date contributions are paid. If records are not maintained sufficient to establish the appropriateness or accuracy of contributions made Employer acknowledges that the Trust may employ reasonable presumptions about the hours to be reported and the individuals who are eligible.

**7. Terms and Termination.**

The Participation Agreement shall remain in effect for a minimum of 24 months after it becomes effective. Following the initial 24 month period, the Bargaining Parties may terminate this Participation Agreement by providing 30 days in advance written notice to the Trust Administrative Office.

The Trust may terminate this Participation Agreement at any time if:

- (a) The Employer fails to make the contributions required by this Participation Agreement or fails to contribute on all eligible individuals or otherwise fails to follow the Trust's eligibility rules and participation requirements; or
- (b) The Bargaining Unit Group covered by the Participation Agreement no longer provides for medical coverage that meets the requirements of the Affordable Care Act; or
- (c) The Board of Trustees in their sole discretion determines that termination of the Participation Agreement is in the Trust's best interest.

**8. Terms Specific to HRA.**

The Bargaining Parties recognize that all contributions to the HRA must be Employer paid. Additionally, the Bargaining Parties recognizes that contributions may only be made on individuals who also participate in a group health plan.

If the Bargaining Unit Group does not currently participate in a Trust medical plan please list the plan that provides the medical coverage to the Bargaining Group: \_\_\_\_\_  
\_\_\_\_\_. The Bargaining Parties recognize that they are required to notify the Trust if the medical coverage provided or eligibility for medical coverage changes for employees covered by this Participation Agreement.

It is further acknowledged that the Trust is authorized to reject contributions from any group or for any individual that the Trust reasonably believes may adversely affect the HRA's tax-exempt status.

9. **Effective Date.**

This Agreement effective on or after the date listed in Section 5(b) subject to approval of this Participation Agreement by the Trust. This Participation Agreement shall not be considered approved until it is executed by two authorized Trustees and submitted to the Trust Office.

10. **Governing Law.**

The Participation Agreement shall be interpreted in accordance with the Employee Retirement Income Security Act of 1974 (ERISA), Labor Management Relations Act of 1947 (LMRA), Internal Revenue Code, and the laws of the state of Minnesota to the extent applicable and not preempted.

Jurisdiction for any dispute involving the interpretation or application of the Participation Agreement shall be in the U.S. District Court for the District in which the Trust is administered.

**SIGNATURES AND APPROVALS**

**EMPLOYER:**

**TEAMSTERS JOINT COUNCIL 32-  
EMPLOYERS HEALTH AND  
WELFARE FUND**

(Signature)

Joe R. ...

Name (Printed)

Chair, Board of Trustees

Name (Printed)

Its: A. L. ...

Date:

Date: 4/7/2021

**UNION:**

(Signature)

Stacy Spexet

Name (Printed)

Secretary, Board of Trustees

Name (Printed)

Date:

Its: Union Representative

Date: 7 April 2021