

**CARPENTERS HEALTH AND WELFARE TRUST FUND FOR CALIFORNIA
FLAT RATE PLAN**

SUBSCRIBER AGREEMENT

The undersigned Employer certifies that he or it is currently signatory to the Carpenters 46 Northern California Counties Master Agreement (Master Agreement) and required to contribute on behalf of its carpentry employees to the Trust Funds referred in said Master Agreement and is bound to each of said Trust Agreements and Plans referred to in said Master Agreement including, but not limited to, the Carpenters Health and Welfare Trust Fund for California (Trust Fund), and or is signatory to a Subscriber's Agreement with the Northern California Carpenter Health and Welfare Trust Fund which binds it to said Trust Agreement and Plan. Furthermore, the undersigned Employer certifies that he or it has reported for one or more employees working under the Master Agreement and/or an appropriate Subscriber's Agreement for at least 135 hours within the past six months, or in the case of a newly signatory Employer will so report within the next six months.

The undersigned Employer desires to participate in the Carpenters Health and Welfare Trust Fund for California's Flat Rate Plan on behalf of its non-bargaining unit employees as defined by the rules and regulations as presently adopted by the Board of Trustees of said Trust Fund and as may be from time to time amended by said Board of Trustees and by its execution of this Subscriber Agreement, agrees to be bound to the terms and provisions of the Trust Agreement creating the Carpenters Health and Welfare Trust Fund for California, the Plans, and the rules and regulations, as they presently exist and may from time to time be amended.

The undersigned Employer agrees to pay the sum or sums required for participation on behalf of said non-bargaining unit employees in accordance with the rules and regulations established by the Board of Trustees, as may be amended from time to time in such amounts, the Board of Trustees may determine.

It is the purpose and intent of the undersigned Employer 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 Carpenters Health and Welfare Trust Fund for California. However, in the event the undersigned Employer ceases to have any obligation to contribute to said Trust Fund on behalf of its carpentry employees, its right to continue to participate on behalf of non-bargaining unit employees shall immediately cease.

This Subscriber Agreement shall be considered a separate written obligation on the part of the undersigned Employer to contribute to the Carpenters Health and Welfare Trust Fund and may only be terminated, by either party, upon the giving of not less than thirty (30) days written notice to the Trust Fund or the undersigned Employer as the case may be.

Dated

Name of Company

Employer I.D. Number

By

Title

**RULES FOR PARTICIPATION IN THE
CARPENTERS HEALTH AND WELFARE TRUST FUND FOR CALIFORNIA
FLAT RATE PLAN**

Contributing Employers for Non-Bargaining Unit Employees

1. Only contributing employers signatory to the Carpenters 46 Northern California Counties Master Agreement, or a Subscriber's Agreement with the Health and Welfare Fund, shall be allowed to participate in this Flat Rate Plan and contribute on behalf of non-bargaining unit employees.
2. To elect Flat Rate participation, an existing contributing employer must have contributed to the Health and Welfare Plan on behalf of at least one bargaining unit employee or one employee covered by a different Subscriber Agreement with the Health and Welfare Fund, for at least 135 hours during the six-month period prior to the effective date of the employer's participation in the Flat Rate Plan. Furthermore, to remain eligible to participate in the Flat Rate program an Employer must report on behalf of at least one bargaining unit employee or one employee covered by another Subscriber Agreement with the Health and Welfare Fund for at least 135 hours during each subsequent calendar year after the execution of this Subscriber Agreement.
3. A contributing employer who elects to participate in this Flat Rate Plan must contribute on behalf of all of the employer's full time non-bargaining unit employees. "Full time non-bargaining unit employees" as used in these rules is defined as:

Any employee of the contributing employer, whether salaried or non-salaried, who performs a type of work not covered by any construction industry collective bargaining agreement and is not covered by any union contract which requires participation in another Health and Welfare plan, who is employed not less than a minimum of 17.5 hours per week by the contributing employer, and who is performing work within area of the 46 Northern California Counties.

4. Election
 - a. An existing contributing employer shall be allowed an annual election period, from November 1 through November 30, to elect to participate in this Flat Rate Plan. Except as provided in 3.b. of this document, such contributing employer shall not be given the opportunity to elect participation outside the open enrollment period unless approved by the Health and Welfare Board of Trustees. A newly signed contributing employer shall be given an opportunity to immediately elect to participate in this Flat Rate Plan as of the effective date of the employer's collective bargaining agreement, or to delay election until the next annual open enrollment period.
 - b. An existing contributing employer may elect to participate in this Flat Rate Plan outside the normal open enrollment period by submitting a Flat Rate Plan Subscriber Agreement and proof of prior continuous Health & Welfare coverage for all newly enrolled non-bargaining unit employees.
5. Once a contributing employer ceases to participate in this Flat Rate Plan the employer shall not again be given the opportunity to include its non-bargaining unit employees without the consent of the Health and Welfare Board of Trustees.

6. A contributing employer shall contribute on behalf of each eligible full time non-bargaining unit employee at the monthly flat rate as determined by the Board of Trustees and as amended from time to time.
7. Flat Rate Benefits provided to eligible non-bargaining unit employees will be as determined by the Board of Trustees and which may be amended from time to time.
8. Retired non-bargaining unit employees of a contributing employer shall not be eligible to participate.
9. All full-time non-bargaining unit employees who are on the payroll of the contributing employer on the effective date of the employer's participation in the Flat Rate Plan shall be required to participate in the Flat Rate Plan. Salaried non-bargaining unit employees, who are hired after the employer's effective date of participation in the Flat Rate Plan, shall become eligible for coverage on the first day of the month immediately following the date of hire, provided appropriate contributions are remitted. Non salaried full-time non-bargaining unit employees, who are hired after the employer's effective date of participation in the Flat Rate Plan, shall become eligible for coverage on the first day of the fourth month following their date of hire provided appropriate contributions are remitted.
10. The coverage for a non-bargaining unit employee and his/her dependents will terminate the last day of the month following the month in which the non-bargaining unit employee terminates employment or otherwise loses eligibility.
11. Benefits will be provided only to eligible employees of the entity specifically named on the subscriber's agreement.
12. Contributions for all non-bargaining unit employees are due by the 10th day of each month preceding the month of eligibility and will be considered delinquent on the 25th day of the month. Such contributions are subject to the liquidated damage provisions of the trust agreement and any amendments thereto. No benefits shall be provided to Flat Rate Participants for any month for which all contributions due to the Health and Welfare Fund by the contributing employer have not been received.
13. The Fund shall have the right to audit and verify such payroll, tax, and other necessary records of the contributing employer in order to determine the eligibility of participation by a contributing employer, and its non-bargaining unit employees and to determine if the proper contributions have been made.
14. These rules are subject to amendment by the Board of Trustees from time to time.