

SUBSCRIBER AGREEMENT
BAY AREA DELIVERY DRIVERS
SECURITY FUND

This AGREEMENT is entered into this ____ day of _____,
20_____, between _____
Affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen &
Helpers of America, hereinafter referred to as the "Union," and

whose address is _____
hereinafter referred to as the "Employer."

WHEREAS, the parties have entered into a collective bargaining agreement entitled
_____,
covering certain employees of the Employer; and,

WHEREAS, the parties hereto desire to enter into a mutual welfare agreement for the
benefit of said employees, and any other employees of the Employer who may be entitled to such
benefits now, therefore,

IT IS MUTUALLY AGREED as follows:

I.

The Employer hereby adopts the Trust Agreement adopted and entered into October 18,
1950, as amended December 9, 1975, establishing the BAY AREA DELIVERY
DRIVERS SECURITY FUND, hereinafter referred to as the "Fund," and agrees to be
bound by the terms thereof and any amendments, modifications, revisions or changes
thereof made by the parties thereto. The Employer hereby grants Power of Attorney to
the Employer Trustees now in office, or 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, and acknowledges receipt of a copy of said Trust Agreement.

II.

Commencing on _____, _____, and
payable on or before the tenth (10th) day of each month thereafter, the Employer shall pay
to the Fund the amount specified by the collective bargaining agreement to provide
benefits for each employee covered by said agreement and for such additional employees
accepted as participants in the Fund pursuant to uniform rules and regulations. Said
payments shall be made for the duration of said collective bargaining agreement and
thereafter as required by law and/or by subsequent collective bargaining agreements
entered into by the Union and the Employer. The Employer will furnish to the Fund
copies of all current collective bargaining agreements between the Employer and the

Union. If any non-collectively bargained employees are covered, Fund rules require that all such employees must be covered.

III.

These sums are to be paid to the Fund for the purpose of furnishing a health and welfare plan. If the Employer fails to make proper contribution by the day on which it is due, he shall be considered delinquent and shall be assessed liquidated damages in an amount equal to twelve per cent (12%) of the unpaid contribution. If provided in the collective bargaining agreement, the Union shall be free to take such action against said delinquent Employer as it deems necessary, including suspension of work without regard to any grievance procedure contained in the labor agreement.

IV.

Mistaken contributions shall be returned to the Employer to the extent permitted by law, subject to the following limitations: (i) no refund of contributions will be made unless the Employer notifies the Trust Fund of the error within twelve (12) calendar months after the mistaken payment is made; and (ii) refunds will be permitted only to the extent possible without loss to the Trust Fund. Administrative costs, costs of review records in connection with the refund request, and the amount of any benefits paid in reliance on the mistaken contribution will be deducted from the amount to be refunded.

V.

The Employer hereby agrees to cooperate with the Fund in the administration of this Agreement by making available to the Board of Trustees or its agents, upon reasonable notice, its books and records necessary to conduct an audit to verify that the required contributions are made for covered employees. IN WITNESS WHEREOF, the parties have hereunto set their hands.

EMPLOYER

UNION

By: _____

Date: _____

Accepted and approved on behalf of the Board of Trustees effective

(Date)

By: _____