



Western Conference of Teamsters Pension Trust
An Employer-Employee Jointly Administered Pension Plan

ACCEPTABLE

CONTRACT LANGUAGE

GUIDE



The enclosed packet of information provided contains the governing policy of the Western Conference of Teamsters Pension Trust and approved labor agreement language for your use.

You will find a variety of sample phrases that cover the most common contribution formulas for the various industries participating in the Trust as referenced in Documents 1 through 12. Keep in mind the pension language contained in the collective bargaining agreement should be consistent with the business operations and payroll practices of the employer.

We encourage you to present proposed language to the Trust for acceptance under Trustee Policy.

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TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

KEY POINTS TO REMEMBER

- Unincorporated owners and partners are not eligible to personally participate in the Plan. Limited Liability Companies (LLC) can operate as sole proprietorships or as partnerships. Therefore, members of such entities are not eligible to participate in the Plan. However, members of LLCs that operate as a corporation are eligible to participate in the Plan.
- Pension language contained in the collective bargaining agreement should be consistent with the business operations and payroll practices of the employer. Reporting on a fiscal month method is **not** acceptable with pension language that provides for a guarantee of 173.33 hours per calendar month. Refer to Documents #7 through #10. Employers that wish to report on a calendar month basis must maintain and utilize daily timecards for proper reporting and audit purposes. If the employer is reporting on a fiscal month method, it is recommended language contained in Documents #2, #3 or #12 be provided. For more information on fiscal and calendar month reporting, please refer to pages 4-5 of this booklet.
- The break-in rate is for persons or temporary agency personnel. Contributions are to be made during the probationary period or the initial period of utilization, but in no case for a period longer than 90 calendar days from a person's first date of hire into the bargaining unit or utilization in the performance of bargaining unit work. The minimum amount of the break-in rate is \$.10.
- Pension Contributions are required on paid vacation and sick leave hours upon termination unless the Pension Agreement specifically states the contrary.
- Pension Contributions are required on paid holidays and paid vacation and counted as time worked.
- Every PEER agreement is required to have the two PEER acknowledgment statements as follows:

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be (6.5%, 11.5%, 16.5%) of the basic contribution and cannot be decreased or discontinued at any time.

Note: PEER/84 = 6.5% PEER/82 = 11.5% PEER/80 = 16/5%

- Contracts containing pension contributions in both written and numerical form must be equal in value.
- Contracts containing payroll deferrals or deductions to pension are unacceptable as they are too closely tied to 401(k) plans and are verboten in pension plans. The amount must be a wage diversion or reduction and paid by the employer.

- Contracts containing pension contribution rates for multiple job classifications within a single bargaining unit are permissible as determined by the Trustees in their sole discretion. In order to make a determination, the job descriptions, seniority list(s) and statement of crossover work is required by the Trust.
- Contracts that provide for employees on disability leave to work in ‘light duty’ assignments, outside of the bargaining unit, should specify whether or not pension contributions are required on compensation paid to employees working in ‘light duty’ assignments.
- Contracts must provide pension contributions due for each calendar month no later than 20 days after the last business day of each month.
- Employee information, including the date of hire, is required on all new bargaining units. A Continuous Past Service Form will be issued to the employer. This form is available on the Trust’s website at <http://wctpension.org/>.
- The Employer-Union (E-U) Pension Certification form is available on the Trust’s website at <http://wctpension.org/>. **The E-U is required on ALL new bargaining units** and it is recommended an E-U is completed for all renewed labor agreements.
- The Participation Agreement for Employers in the Construction Industry Involved in Project Agreements is available at <http://wctpension.org/>. The **Participation Agreement for Employers in the Construction Industry Involved in Project Agreements** is required on each Project Labor Agreement or Community Workforce Agreement.
- Employers working on Pipeline projects are required to sign a National Pipeline Agreement and Schedule B. These documents are issued by the International Brotherhood of Teamsters and signed by the IBT Construction Division Director. Schedule B is accepted in place of the Employer-Union (E-U) Pension Certification Form.
- Pension Agreements for labor organizations are available at the Administrative Offices.

Fiscal Month Reporting Method vs. Calendar Month Reporting Method

An Employer can report to the Trust using either a Calendar Month reporting methodology or a Fiscal Month reporting methodology, as long as they do so consistently month to month to the Trust.

Employers that have labor agreements with guarantee language based on a calendar month are not allowed the option to choose their reporting methodology. Those with the guarantee language must report on a Calendar month basis and must maintain the necessary records to substantiate the remittances made including daily time cards for all employees.

Employers that do not have labor agreements with guarantee language based on a Calendar month are allowed the option to choose their reporting methodology. Based on the employer's choice of reporting methodologies, they will be required to keep and maintain the necessary records noted below.

This choice between Fiscal month methodology and Calendar month methodology should be made only after taking into consideration the payroll records that will be required to be maintained by the employer and the capability of their own payroll system.

- If an employer chooses to report on a Calendar Month methodology, they will be required at a minimum to maintain the payroll records and daily time cards for all employees.
- If an employer chooses to report on a Fiscal Month methodology, they will be required at a minimum to maintain the payroll records for all employees.

Traditionally, it is less burdensome for Employers to report to the Trust on a Fiscal month methodology as opposed to the Calendar month methodology since there is not a requirement for daily time cards. Additionally, participants can more easily reconcile the Trust's annual contribution statements to the pay stubs they receive when an employer reports on a Fiscal month methodology since the participant usually will not have access to their daily hours/timecards.

Calendar Month Method:

The Employer reports using a calendar method if the hours worked/compensated, fall between the first and the last day of the month (1st – 31st) and are reported to the Trust by utilizing the daily time cards for the first and last pay periods of each month to break-out the hours within those pay periods to the month they actually occurred.

Fiscal Month Method:

The Employer reports using a fiscal method if the hours reported are based on the pay period end date, regardless of the month the hours were actually worked. This will traditionally result in months with either 4 or 5 pay period end dates for a weekly payroll or months with either 2 or 3 pay period end dates for bi-weekly payroll. Using a Fiscal month method will result in a minimum of 52 weekly pay periods or 26 bi-weekly pay periods being reported every year and requires no additional daily time-cards or breaking-

out of hours at the beginning and end of each month. Weekly payrolls will traditionally have 8 months with 4 pay period end dates and 4 months with 5 pay period end dates for a total of 52 weeks. Bi-weekly payrolls will traditionally have 10 months with 2 pay period end dates and 2 months with 3 pay period end dates for a total of 52 weeks.

Calculating Fiscal Month Equivalents to a Calendar Month Maximum

Employers that negotiate a calendar month maximum, that does not contain any guarantee language, may report to the Trust using a Fiscal month methodology, however they would have to report using the Fiscal Month Equivalents to the Calendar Month Maximum.

Example:

If the labor agreement contains pension language that is a 184 hour calendar month maximum then the most contributions an employee can receive is 2,208 pension hours in a calendar year. However those hours will need to be spread out proportionally for months that have a different number of pay period end dates that occur each month.

- Weekly equivalent:
 - First step is taking the monthly maximum of 184 hours and multiplying it by 12 months, which totals to 2,208 hours.
 - The total of 2,208 annual maximum hours is then divided by 52 weeks, which equals 42.46 hours.
 - Then multiply the 42.46 hours by either 4 weeks or 5 weeks, depending on the month.
 - For 4 week months, the total is 169.84, or 170 hours and for 5 week months, the total is 212.3 or 212 hours.
 - Make sure the sum for all monthly hours equal the annual maximum of 2,208 hours. $170*8=1360$ and $212*4=848$. There are typically 8 months with 4 pay periods and 4 months with 5 pay periods.
- Bi-weekly equivalent:
 - $2208/26 \text{ weeks}=84.92$ hours per pay period.
 - $84.92*2= \sim 170$ hours for two pay period months and $84.92*3= \sim 254$ hours for three pay period months.

Over the course of the full year, a participant will have the same opportunity to earn the same amount of pension contributions regardless of a Fiscal or Calendar month equivalent.

The following provides the fiscal equivalents for the most common monthly maximums.

Calendar Maximum	Weekly Payroll 4 Pay Periods	Weekly Payroll 5 Pay Periods	Bi-weekly Payroll 2 Pay Periods	Bi-weekly Payroll 3 Pay Periods
173.33	160	200	160	240
184	170	212	170	254

Document #1

The first example provides a lower pension contribution rate for temporary agency personnel and persons who have satisfied a minimum period of employment or seniority. The next two examples provide a lower pension contribution rate for persons who have satisfied a minimum period of employment or seniority only. In all instances, the minimum acceptable contribution rate for temporary agency personnel and persons who have satisfied a minimum period of employment or seniority is \$.10 (including PEER). If it is a non-PEER agreement, remove the references to PEER.

TEMPORARY/PROBATIONARY PENSION CLAUSE

For persons or temporary agency personnel hired or utilized for the first time on or after (*enter date*), the Employer shall pay an hourly contribution rate (*enter amount*) (including Peer/8__) during the probationary period as defined in Article ____/Section ____ or the initial period of utilization, but in no case for a period longer than 90 calendar days from a person’s first date of hire (into the bargaining unit) or utilization in the performance of bargaining unit work. Contributions shall be made on the same basis as set forth in Article ____/Section ____ of this agreement. After the expiration of the probationary period as defined in Article ____/Section ____, or an equivalent period if the person is utilized as a temporary employee, but in no event longer than 90 calendar days from the person’s first date of hire (into the bargaining unit) or first date of utilization, the contribution shall be increased to the full contractual rate stated in Article ____, Section ____.

PROBATIONARY PENSION CLAUSE

For persons hired on or after (*enter date*), the Employer shall pay an hourly contribution rate of (*enter amount*) (including PEER/8__) during the probationary period as defined in Article ____/Section ____, but in no case for a period longer than 90 calendar days from the person’s first date of hire. Contributions shall be made on the same basis as set forth in Article ____/Section ____ of the Agreement. After the expiration of the probationary period as defined in Article ____/Section ____, but in no event longer than 90 calendar days from the person’s first date of hire, the contribution shall be increased to the full contractual rate.

OR

For persons hired on or after (*enter date*), the Employer shall pay an hourly contribution rate of (*enter amount*) (including PEER/8_) during the probationary period as defined in Article ____/Section ____, but in no case for a period longer than the first 90 calendar days from the person’s first date of hire. If and when this period is completed, the full standard contribution rate shall apply. Contributions shall be calculated on the same basis as described above.

Document #2

The example provides pension contributions on all compensable hours with a yearly maximum of 2080 hours in a calendar year. If it is a non-PEER agreement, remove the references to PEER.

ANNUAL MAXIMUM – ALL COMPENSABLE HOURS

Section 1 Effective January 1, 2023 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be \$6.00 per compensable hour, which includes \$0.85 for the Program for Enhanced Early Retirement (PEER/80).

Section 2 Effective January 1, 2024 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be \$6.50 per compensable hour, which includes \$0.92 for the Program for Enhanced Early Retirement (PEER/80).

Section 3 The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 4 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #3

The example provides pension contributions on all straight-time compensable hours with a yearly maximum of 2080 hours in a calendar year. If it is a non-PEER agreement, remove the references to PEER.

ANNUAL MAXIMUM – ALL STRAIGHT-TIME HOURS

Section 1 Effective June 1, 2023 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight time hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be \$6.30 per compensable hour, which includes \$0.38 for the Program for Enhanced Early Retirement (PEER/84).

Section 2 Effective June 1, 2024 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight time hour for which compensation was paid to a maximum of 2080 hours per calendar year. The hourly contribution rate shall be \$6.40 per compensable hour, which includes \$0.39 for the Program for Enhanced Early Retirement (PEER/84).

Section 3 The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 4 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #4

The example provides pension contributions on all compensable hours without a monthly or yearly maximum. If it is a non-PEER agreement, remove the references to PEER.

NO MAXIMUM – ALL COMPENSABLE HOURS

Section 1 Effective July 1, 2023 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$6.75 per compensable hour, which includes \$0.70 for the Program for Enhanced Early Retirement (PEER/82).

Section 2 Effective January 1, 2024 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$6.85 per compensable hour which includes \$0.71 for the Program for Enhanced Early Retirement (PEER/82).

Section 3 Effective January 1, 2025 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$6.95 per compensable hour which includes \$0.72 for the Program for Enhanced Early Retirement (PEER/82).

Section 4 The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 82 must at all times be 11.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 5 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #5

The example provides pension contributions on all compensable straight-time hours without a monthly or yearly maximum. If it is a non-PEER agreement, remove the references to PEER.

NO MAXIMUM – ALL STRAIGHT–TIME HOURS

Section 1 Effective April 1, 2023 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour for which compensation is paid. The hourly contribution rate shall be \$7.50 per straight-time hour, which includes \$1.06 for the Program for the Program for Enhanced Early Retirement (PEER/80).

Section 2 Effective April 1, 2025 the Employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each straight-time hour for which compensation is paid. The hourly contribution rate shall be \$7.75 per straight-time hour, which includes \$1.10 for the Program for Enhanced Early Retirement (PEER/80).

Section 3 The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 80 must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

Section 4 The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

***Note:** All available straight-time hours over a calendar year equates to 2,088 hours with 2,096 hours for leap years.*

Document #6

The example provides contribution rates for multiple job classifications within a single bargaining unit on all compensable hours with a monthly maximum of 184 hours per calendar month. If it is a non-PEER agreement, remove the references to PEER.

MULTIPLE CONTRIBUTION RATES

Drivers and Warehousemen

Effective as designated below, the Employer shall pay the amounts indicated to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for every hour for which compensation is paid. Said amounts to be computed monthly, and contributions shall be paid on a maximum of 184 hours per month.

<u>Effective</u>	<u>Basic Contribution</u>	<u>PEER Contribution</u>	<u>Total Contribution</u>
5/1/2023	\$7.32	\$0.48	\$7.80
5/1/2024	\$7.79	\$0.51	\$8.30
5/1/2025	\$8.26	\$0.54	\$8.80

Merchandiser:

Employees classified as merchandisers shall have their pension contribution rate frozen for the term of this Agreement. The rate shall be \$6.30 per compensable hour which includes \$0.38 allocated to PEER/84. Contributions shall be calculated on the same basis as above.

The contributions required to provide the Program for Enhanced Early Retirement will not be taken into consideration for benefit accrual purpose under the Plan. The additional contribution for the PEER/84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #7

*The example provides pension contributions on all straight-time compensable hours with a maximum of 173.33 hours in a calendar month. If the employee is compensated for a full month, a guarantee of 173.33 will be reported for the calendar month. **Fiscal reporting equivalent to 173.33 hours in a calendar month is inadvisable.** If it is a non-PEER agreement, remove the references to PEER.*

CONTRIBUTIONS DUE ON A FULL CALENDAR MONTH OR HOURLY IF EMPLOYEE WORKS LESS THAN A FULL CALENDAR MONTH

1. Effective January 1, 2023, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each compensable hour, the following amounts which are to be computed monthly:

Seven hundred nineteen dollars and thirty-two cents (\$719.32) per month per employee who is compensated for a full calendar month. Employees compensated for less than a full calendar month shall receive four dollars and fifteen cents (\$4.15) per hour to a maximum of seven hundred nineteen dollars and thirty-two cents (\$719.32). Of the above contributions, twenty-five cents (\$.25) per hour is dedicated to PEER 84.

2. Effective July 1, 2024, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each compensable hour, the following amounts which are to be computed monthly:

Eight hundred five dollars and ninety-eight cents (\$805.98) per month per employee who is compensated for a full calendar month. Employees compensated for less than a full calendar month shall receive four dollars and sixty-five cents (\$4.65) per hour to a maximum of eight hundred five dollars and ninety-eight cents (\$805.98). Of the above contributions, twenty-eight cents (\$.28) per hour shall be dedicated to PEER 84.

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contributions for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #8

*The example provides pension contributions on all straight-time compensable hours with a guaranteed maximum of 173.33 hours in a calendar month if the employee is compensated for a full month. **Fiscal reporting equivalent to 173.33 hours in a calendar month is inadvisable.** If it is a non-PEER agreement, remove the references to PEER.*

STRAIGHT TIME HOURS
MONTHLY MAXIMUM WITH INCREASE FOR SHORT MONTHS

Effective as designated below, the Employer agrees to pay the amounts stated to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for each straight time hour for which compensation is paid. Said amounts to be computed monthly, and guarantees that contributions will be contributed on one hundred seventy three and one third (173.33) hours for employees who are compensated for all available straight time hours each calendar month.

<u>Effective</u>	<u>Basic Contribution</u>	<u>*PEER Contribution</u>	<u>Total Contribution</u>
10/1/2023	\$4.70	\$0.30	\$5.00
10/1/2024	\$4.93	\$0.32	\$5.25
10/1/2025	\$5.16	\$0.34	\$5.50
10/1/2026	\$5.40	\$0.35	\$5.75
10/1/2027	\$5.63	\$0.37	\$6.00

(*Program for Enhanced Early Retirement)

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #9

*The example provides pension contributions on all straight-time compensable hours with a guaranteed maximum of 173.33 hours in a calendar month if the employee is compensated for a full month including months with fewer than 173.33 straight-time compensable hours. **Fiscal reporting equivalent to 173.33 hours in a calendar month is inadvisable.** If it is a non-PEER agreement, remove the references to PEER.*

MONTHLY MAXIMUM WITH AN INCREASE FOR SHORT MONTHS

The Employer shall pay into the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit, for each hour for which compensation is paid, not to exceed one hundred seventy-three and one third (173.33) hours per calendar month. However, in months with fewer than 173.33 straight time hours the contribution shall be based on 173.33 hours if all available straight time hours are compensated.

The contribution rate shall be:

Effective June 1, 2023, \$6.52 per compensable hour as a basic contribution plus an additional \$1.07 per hour for PEER 80. The total contribution is \$7.59 per compensable hour.

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased nor discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #10

*The example provides pension contributions on all compensable hours with a guaranteed maximum of 173.33 hours in a calendar month if the employee is compensated for 160 hours or more in the calendar month. **Fiscal reporting equivalent to 173.33 hours in a calendar month is inadvisable.** If it is a PEER agreement, add the allocation to PEER and the required PEER acknowledgment statements.*

MONTHLY MAXIMUM BASED ON AN HOURLY THRESHOLD

The employer shall pay into the Western Conference of Teamsters Pension Trust on behalf of each member of the bargaining unit the amount indicated below:

Effective October 1, 2023, \$944.65 per month per employee who is compensated for (enter the number of hours) hours or more in a calendar month; or \$5.45 per hour for employees compensated for less than (enter the number of hours) hours per month. Contributions shall be paid on a maximum of 173.33 hours per month.

Effective October 1, 2024, \$1031.31 per month per employee who is compensated for (enter the number of hours) hours or more in a calendar month; or \$5.95 per hour for employees compensated for less than (enter the number of hours) hours per month. Contributions shall be paid on a maximum of 173.33 hours per month.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Note: The hour threshold may vary and can be based on all compensable hours or on all straight time hours. However, the threshold maximum is 160 hours.

Document #11

The example is specific to Construction agreements that do not provide paid holiday pay to the bargaining unit provides pension contributions on all hours “worked” without a monthly or yearly maximum. If it is a non-PEER agreement, remove the references to PEER.

CONSTRUCTION AGREEMENTS

Employers signatory to this contract agree to remit contributions to the Western Conference of Teamsters Pension Trust on behalf of each individual who performs work within the scope of the job classifications specified in this Contract. Pension contributions shall be remitted on all worked or compensable hours. The hourly contribution rate is as follows:

Effective June 1, 2023 - \$7.00 per compensable hour of which \$.43 shall be allocated to PEER 84.

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 6.5% of the basic contribution and cannot be decreased nor discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #12

The example provides pension contributions on all compensable straight-time hours on a fiscal month basis. If it is a non-PEER agreement, remove the references to PEER.

For more information on Fiscal reporting, refer to pages 4-5.

FISCAL MONTH REPORTING

The Employer shall pay into the Western Conference of Teamsters Pension Trust on a fiscal-month basis. Employees are paid on a weekly basis; therefore, either four (4) or five (5) weeks are included in each fiscal month. Contributions will be remitted on a maximum of one hundred sixty (160) straight-time hours for eight (8) months (4 weeks) and on a maximum of two hundred (200) straight-time hours for four (4) months (5 weeks) throughout the year. The Employer will determine the fiscal months for reporting purposes on an annual basis. Under no circumstances is the Employer required to remit contributions on more than two thousand eighty (2,080) hours, per year, per employee.

Effective February 1, 2023 (based upon straight time compensable hours), the Employer agrees to contribute to the Western Conference of Teamsters Pension Trust, a maximum of six dollars and fifty cents (\$6.50) per hour which includes ninety-two (\$.92) cents for the Program for Enhanced Early Retirement (PEER 80).

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER must at all times be 16.5% of the basic contribution and cannot be decreased nor discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #13

The example provides pension contributions for employers who utilize a 5 x 8 and 4 x 10 work schedule and contribute on all straight-time compensable hours with a monthly maximum of 184 hours per calendar month for employees working a 5 x 8 work schedule and a 190 hours per calendar month for employees working a 4 x 10 work schedule. If it is a non-PEER agreement, remove the references to PEER.

Multiple Work Week Schedules

Effective as designated below, the Employer agrees to pay the amounts stated to the Western Conference of Teamsters Pension Trust Fund on account of each member of the bargaining unit for each straight time hour for which compensation is paid. Said amounts to be computed monthly, and contributions shall be paid on a maximum of 184 hours per month for employees working a 5 x 8 work schedule and on a maximum of 190 hours per month for employees working a 4 x 10 work schedule.

<u>Effective</u>	<u>Basic Contribution</u>	<u>*PEER Contribution</u>	<u>Total Contribution</u>
10/1/2023	\$5.63	\$0.37	\$6.00
10/1/2024	\$6.34	\$0.41	\$6.75
10/1/2025	\$6.81	\$0.44	\$7.25
10/1/2026	\$7.28	\$0.47	\$7.75
10/1/2027	\$7.75	\$0.50	\$8.25

(*Program for Enhanced Early Retirement)

The contributions required to provide the Program for Enhanced Early Retirement (PEER) will not be taken into consideration for benefit accrual purposes under the Plan. The additional contribution for PEER 84 must at all times be 6.5% of the basic contribution and cannot be decreased or discontinued at any time.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.

Document #14

The two examples provide pension contributions through a diversion of wages without a monthly or yearly maximum. If it is a PEER agreement, add the allocation to PEER and the required PEER acknowledgment statements.

DIVERSION OF WAGES TO PENSION

Effective, as specified below, the Employer agrees to pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid.

Effective Date	Per Hour
Effective January 1, 2023	\$.50

Effective January 1, 2023, the bargaining unit designated a portion of their hourly wage to be diverted from their hourly pay, and added to the employer’s contribution rate paid on behalf of each member to the Western Conference of Teamsters Pension Trust, for every hour for which compensation is paid. The bargaining unit, by a majority vote, elected to have \$4.25 of their hourly wage diverted to pension contributions.

Therefore, effective January 1, 2023, the employer agrees to pay the full contribution rate of \$4.75 into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid.

OR

The parties signatory hereto hereby agree that the employer shall reduce the hourly wage by \$1.00 from the hourly wage of each employee engaged in bargaining unit work under the terms of the agreement.

Effective January 1, 2023, the employer shall pay into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for each hour for which compensation is paid. The hourly contribution rate shall be \$5.35 per hour.

The total amount due for each calendar month shall be remitted in a lump sum not later than ten (10) days after the last business day of each month. The Employer agrees to abide by such rules as may be established by the Trustees of said Trust to facilitate the determination of the hours for which contributions are due, the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the time specified shall be a breach of this Agreement.



Visit the Western Conference of Teamsters Pension Trust's website at
<http://wctpension.org/>

The Western Conference of Teamsters Pension Trust's website contains the most current and relevant information about the Pension Trust, Plan Benefits, Plan Forms & Documents, Frequently Asked Questions, Contact Information and more, including Local Union Offices, Bargaining Party Information, Benefits for Your Members, Types of Contributions, and Plan Advantages.

Also, frequently viewed and requested documentation such as the Actuarial Report, Agreement and Declaration of Trust (Withdrawal Liability rules and procedures), Audited Financial Statement, Annual Funding Notice, the Notice to Employers and Union letter containing 104(d), Pension Plan Act documentation, and Form 5500 can be viewed or downloaded free of charge.

Area Administrative Offices

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