

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

2700 Trumbull Avenue, Detroit, Michigan, 48216

313-964-2400

Participation Agreement

(Local Union or Affiliate)



WITNESSETH

IN CONSIDERATION of the premises and mutual covenants contained herein and subject to the written acceptance of this Participation Agreement by the Trustees of the Fund (Trustees), the Local Union or Affiliate of the International Brotherhood of Teamsters (Local Union) hereby agree as follows:

1. This Agreement sets forth the terms under which the Local Union will participate in the Michigan Conference of Teamsters Welfare Fund ("Fund") with respect to its Employees.

2. The Local Union agrees to be bound by and hereby assent to the terms of the Fund's Trust Agreement, Employer Accounts Policies and Procedures and all other policies, rules and regulations that have been adopted or that are adopted in the future by the Trustees pursuant to the Trust Agreement, and all of the actions of the Trustees in administering the Fund in accordance with the Trust Agreement, Employer Accounts Policies and Procedures and all other policies, rules and regulations adopted by the Trustees. Except as provided in Paragraph 8(e), in the event of any inconsistency between the provisions of this Participation Agreement and the provisions of the collective bargaining agreement as initially presented to the Fund or as subsequently modified, and/or any other written or verbal agreement between the Employer and the Local Union, this Participation Agreement shall govern.

3. Contributions owed for each week are due on or before the 1st day of that month (the "due date"). Weeks are deemed to commence on Sunday and end on Saturday. If a contribution is not received by the Fund by the 6th day of the month (5 days following the due date), the Employer shall pay interest on the outstanding balance, retroactive to the due date, at the rate set forth in the rules and regulations adopted by the Trustees. Payments received after interest has accrued will be applied first to the interest due and then to the oldest unpaid contribution balance. Under no circumstances shall interest be waived. Prior month underpayments or overpayments are to be added to or subtracted from the subsequent month's contribution remittance, as appropriate, in accordance with MCTWF's Employer Accounts Policies & Procedures Article V.B.2.c.

4. The Employer must timely report to the Fund all active employment status changes (i.e., layoffs terminations, resignations, personal leaves, military leaves, work related and non work related illnesses and injuries, and other changes in status). The Employer must choose between one of the two reporting options below by initialing the appropriate box. Failure to do so will be deemed by the Fund as the selection of option (b).

(a) Report once per week on a set day, not exceeding six calendar days from the last day of the week being reported on (e.g., report each Friday all status changes that occurred through the prior Saturday), or

(b) Report within seven calendar days of each status change.

Failure to timely notify the Fund will obligate the Employer for contributions on behalf of the individual through the date the status change is ultimately reported.

5. The Local Union represent to the Trustees that payments will be made only on behalf of Employees. For purposes of this Participation Agreement, the term "Employee" shall mean each and every individual employed by the Local Union on a full-time or part-time basis. The common law master-servant test shall be utilized to determine whether an employment relationship exists. The term "Employee" shall not include (a) independent contractors, (b) any person covered by a collective bargaining agreement between the Local Union and another union that does not require the Local Union to contribute to the Fund on behalf of covered employees, (c) any person who does not perform on a regular basis substantial services for the Local Union of the type traditionally performed by compensated employees of the Local Union, including persons who receive compensation solely for attending periodic Local Union meetings, (d) temporary employees and (e) any person employed for the principal purpose of establishing or continuing coverage under the Fund.

6. The Local Union's obligation to remit contributions under this Participation Agreement shall continue in effect until the Fund receives 30 days advance notice in writing of the Local Union's intent to terminate this Participation Agreement.

7. Each Participation Agreement must require the Local Union to contribute to the Fund for a minimum period of three years (36 months) from the effective date of the obligation to contribute to the Fund.

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8. The Fund requires that contributions must be made as follows:
- a. on behalf of an Employee whose absence from the job is due to an off-the-job injury/illness for the lesser of (i) a minimum of 4 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the off-the-job injury/illness;
 - b. on behalf of an Employee whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' compensation benefits) for the lesser of (i) a minimum of 26 weeks following the contribution week in which the Employee last worked or (ii) the duration of the absence due to the on-the-job injury/illness;
 - c. on behalf of an Employee for the first 4 weeks of the Employee's absence from the job while on military duty, commencing with the contribution week following the contribution week in which the Employee last worked (*Military duty* means service in the uniformed services, including the Armed Forces; Army National Guard and Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service and any other category of persons designated by the President in time of war or national emergency);
 - d. for each week on behalf of an Employee if the Employee worked or is compensated for any portion of the contribution week, regardless of whether the employment relationship is terminated. For purposes of this section, compensation includes severance pay, disability or sick pay, vacation or other personal day pay, holiday pay, the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement, or any other pre or post termination remuneration; and
 - e. the foregoing contribution requirements are the Fund's minimum requirements and do not modify any additional contribution requirements as contained in the applicable collective bargaining agreement.

9. Other than those Employees who have received written approval from the Fund to opt out of Fund participation, the *entire* bargaining unit group must participate in its designated plan of benefits. The same is true of any non-bargaining unit group.

10. The Michigan six-year written contract statute of limitations shall not run with respect to contributions owed by the Employer until such time as the Fund receives actual written notice of the existence of the Employer's contribution obligation.

11. The Local Union shall contribute to the Fund at the weekly rates and as of the effective dates listed below. MOB (Maintenance of Benefits) must be indicated if there is no published rate. Contributions for MOB and for later effective dates shall be made at the rate established by the Trustees for as long as the Local Union is required to make contributions. If a contribution rate increase becomes effective after the expiration date of a collective bargaining agreement but while the Employer is engaged in collective bargaining for a new agreement or is otherwise legally required to continue contributing to the Fund, the Employer must pay the increased rate.

Effective Date: _____	Contribution Rate: _____	Plan: _____
Effective Date: _____	Contribution Rate: _____	Plan: _____
Effective Date: _____	Contribution Rate: _____	Plan: _____
Effective Date: _____	Contribution Rate: _____	Plan: _____
Effective Date: _____	Contribution Rate: _____	Plan: _____
Effective Date: _____	Contribution Rate: _____	Plan: _____

Effective Date of Contribution Obligation

ACCEPTED FOR THE BOARD OF TRUSTEES
MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

Signature

Name/Title (please print) /Executive Director

Date

Expiration Date of Participation Agreement

Check here to confirm that the employment status reporting option has been selected in paragraph 4 of this agreement.

Teamsters Local Union No: _____

Signature

Name of Authorized Representative/Title (please print)

Date