



## Participation Agreement

This Participation Agreement is entered into by and between the Employer and the Local Union signatory herein by their duly authorized representatives.

### WITNESSETH

WHEREAS, the Employer and the Local Union have entered into a collective bargaining agreement that provides for participation in the Michigan Conference of Teamsters Welfare Fund ("Fund") and contribution to the Fund by the Employer to obtain health and welfare benefits for employees represented by the Local Union and employed by the Employer.

NOW THEREFORE, 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 Employer and the Local Union hereby agree as follows:

1. The Employer and the Local Union agree 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 Fund's 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, notwithstanding any provision to the contrary in a collective bargaining agreement between the Employer and the Local Union. Except as provided in Paragraph 9(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.

2. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under the Trust Agreement and all past or succeeding Employer Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

3. The Local Union hereby accepts as Union Trustees the present Union Trustees appointed under the Trust Agreement and all past or succeeding Union Trustees who have been or will be appointed in accordance with the terms of the Trust Agreement.

4. Contributions owed for each week are due on or before the 10th day of the month following the calendar month in which the week ends (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 15th 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.

5. 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 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.

6. If the Employer and Local Union enter into a new collective bargaining agreement or modify their current collective bargaining agreement, the Employer and Local Union must notify the Trustees of such change in writing.

7. Each collective bargaining agreement and/or participation agreement must require the Employer 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.

8. The Employer and 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" means a person who is employed by an Employer and is eligible to participate in and receive benefits under the Fund regardless of whether the employment relationship is terminated.



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9. The Fund requires that contributions 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.

10. A distinctly identifiable non-bargaining unit group may participate in the Fund. However, the right of an Employer's non-bargaining unit group to participate is contingent upon the participation of the Employer's bargaining unit group(s).

11. 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. The Employer must contribute for each such Employee at the contribution rate tier applicable to the Employee's coverage status as determined by the Fund (employee only, employee and spouse or child/children, or family coverage).

12. This Participation Agreement shall continue in full force and effect until the Employer notifies the Trustees by certified mail, with a copy to the Local Union, that the Employer no longer has a legal duty to contribute to the Fund, and the Trustees acknowledge that cessation of duty in writing. The Employer shall set forth in the written notice the specific basis upon which its legal duty to contribute to the Fund has ceased. The Employer expressly agrees and acknowledges that by signing this Participation Agreement, its obligation to contribute to the Fund at the then applicable Fund rate shall continue until the Trustees receive written notice and the Trustees acknowledge the cessation of duty in writing.

13. An Employer that, through an Employer Association, signs a collective bargaining agreement requiring contributions to the Fund on behalf of Employees is bound by the signature of the Employer Association.

14. Any and all disputes between the Employer and the Trustees relating to contributions to the Fund or this Participation Agreement shall be submitted for resolution to the Trustees and shall not be subject to arbitration or other dispute resolution procedures in the collective bargaining agreement.

15. This Participation Agreement is not binding on the Trustees until accepted by the Trustees. The Trustees have delegated the authority to accept a Participation Agreement to the Fund's Executive Director.

16. 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.



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17. The Employer shall contribute to the Fund at the weekly tiered rates and as of the effective dates listed below for its Employees. 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 Employer 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	Plan	Employee Only (Single Tier)	Employee Plus	Employee Plus
			a) Spouse OR b) Child/Children (Middle Tier)	Spouse AND Child/Children (Family Tier)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IN WITNESS WHEREOF, the Employer and Local Union acknowledge their understanding of, and agreement to, this entire Participation Agreement and have caused it to be executed by their duly authorized representatives on the dates below stated.

**Employer**

\_\_\_\_\_ Indicate whether Bargaining Unit or Non-Bargaining Unit

\_\_\_\_\_ Employer Name (please print) (note division if applicable)

\_\_\_\_\_ Effective Date of Contribution Obligation

\_\_\_\_\_ Federal Employer Number

\_\_\_\_\_ Expiration Date of Participation Agreement

\_\_\_\_\_ Street Address

\_\_\_\_\_ Expiration Date of Collective Bargaining Agreement

\_\_\_\_\_ City, State and Zip Code

\_\_\_\_\_ If Employer is signed to Group Contract, Name of Contract

\_\_\_\_\_ Telephone Number

\_\_\_\_\_ Fax Number

\_\_\_\_\_ Signature of Authorized Representative

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

\_\_\_\_\_ Name of Authorized Representative/Title (please print)

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

Check here to confirm that the employment status reporting option has been selected in paragraph 5 of this agreement.

\_\_\_\_\_ **/Executive Director**

**Teamsters Local Union No:** \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_ Signature

\_\_\_\_\_ Name/Title (please print)

\_\_\_\_\_ Date