



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 and all 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 and 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.

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 shall 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 shall have been or will be appointed in accordance with the terms of the Trust Agreement.

4. The Employer will pay the contribution owed for each week 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 the Employer fails to pay its contribution 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. Contributions received after interest has accrued will be applied first to the interest due and then to the oldest unpaid contribution balance.

5. On or before the due date, the Employer shall report changes in its workforce employment status (for example, new hires, leaves of absence, sick leaves, layoffs, terminations) that occur during any month. If the Employer fails to report timely, in writing, the changes in the employment status of an Employee included in the Fund's monthly bill, the Employer may be liable for the amount billed regardless of actual changes in the employment status. The Michigan six-year written contract statute of limitations, which shall apply to any claim for unpaid contributions, shall not run with respect to contributions owed by the Employer on any Employee until the Fund receives written notice of the contribution obligation.

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. The Michigan six-year written contract statute of limitations shall not run with respect to contributions owed by the Employer until the Fund receives written notice of any such change.

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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.
9. The Fund requires that contributions must be made as follows:
 - a) on behalf of a participant whose absence from the job is due to an off-the-job injury/illness for the *lesser of* (1) 4 weeks following the week in which the injury/illness occurred, *or* (2) the duration of the off-the-job injury/illness related absence;
 - b) on behalf of a participant whose absence from the job is due to an on-the-job injury/illness (i.e., eligible for workers' comp) for the *lesser of* (1) 26 weeks following the week in which the injury/illness occurred, *or* (2) the duration of the on-the-job injury/illness-related absence;
 - c) on behalf of a participant whose absence from the job is due to military duty for the *first* 4 weeks following the week in which military duty commenced;
 - d) for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.
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. The *entire* bargaining unit group must participate in its designated plan of benefits. The same is true of any non-bargaining unit group. The Fund *prohibits* individual employees from "opting out" of Fund coverage for any reason.
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 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.



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16. The Employer shall contribute to the Fund at the weekly rates and as of the effective dates listed below for its bargaining unit Employees and other Employee groups as contemplated in paragraph 10 above. 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.

Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____
Effective Date: _____	Amount: _____	Plan: _____

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

Signature

Expiration Date of Collective Bargaining Agreement

Name/Title (please print)

If Employer is signed to Group Contract, Name of Contract

Street Address

City, State and Zip Code

Telephone Number

Fax Number

Date

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

Signature

Teamsters Local Union No: _____

/Executive Director
Name/Title (please print)

Signature

Date

Name/Title (please print)

Date