



Hourly/Seasonal Participation Agreement

This Participation Agreement is entered into by and between _____ (hereafter, the "Employer") and Teamsters Local Union No. _____ (hereafter, 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 and contributions to the Michigan Conference of Teamsters Welfare Fund ("the Trust 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 Trust 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 Trust Fund's Trust Agreement, Benefit Plan documents, 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 Benefit Plan(s) 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. 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 Trust 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 hour compensated in a calendar month are due on or before the 10th day following the calendar month (the "due date"). A calendar month is comprised of all weeks commencing on Sunday and ending on Saturday during that month. If a contribution is not received by the Trust 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. Contributions 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. If the Employer and Local Union enter into a new collective bargaining agreement or modify their current Collective Bargaining Agreement, the result of which affects the obligations under this Participation Agreement, the Employer and Local Union must notify the Trust Fund of such change. No such new collective bargaining agreement or modification shall affect the obligations under this Participation Agreement unless approved in writing by the Trust Fund.

6. Each collective bargaining agreement and participation agreement must require the Employer to contribute to the Trust Fund for a minimum period of three years (36 months) from the effective date of the obligation to contribute to the Trust Fund.

7. 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 a Benefit Plan and as further defined in paragraph 8. d. (i) below.

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8. The Trust 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 illness or injury 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 illness or injury. Once a contribution obligation hereunder is satisfied, no new contribution obligation will be triggered with respect to a new absence due to the same off-the-job illness or injury unless the Employee has returned to work for a minimum of 14 continuous calendar days unless the Collective Bargaining Agreement provides for a shorter or no minimum return period;
 - b. on behalf of an Employee whose absence from the job is due to an on-the-job illness or injury 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 illness or injury. Once a contribution obligation hereunder is satisfied, no new contribution obligation will be triggered with respect to a new absence due to the same on-the-job illness or injury unless the Employee has returned to work for a minimum of 14 continuous calendar days unless the Collective Bargaining Agreement provides for a shorter or no minimum return period;
 - 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 hour compensated in a calendar month on behalf of an Employee if the Employee worked or is compensated for any portion of the calendar month, including each hour for which wages are received, retroactively and prospectively, pursuant to any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement;
 - (i) The term "Employee" does not include an individual who voluntarily quits, is terminated, is permanently laid off, or is deceased. However, for the purpose of this sub-section, the term "Employee" may include an individual who retires.
 - (ii) Unless otherwise provided in the Collective Bargaining Agreement, contributions are payable only on compensation paid for specifically designated weeks (or portions thereof). Compensable time off will be subject to contributions only if payable for designated weeks (or portions thereof) during which the Employee was not laid off. Compensation for time worked and time off attributable to the same week triggers only one contribution week payment.
 - (iii) Unless otherwise provided in the Collective Bargaining Agreement, or a separation agreement pursuant thereto, or other written severance agreement, contributions are not payable on severance pay.
 - e. on behalf of an Employee for whom contributions have not commenced by April 1, 2014, commencing for the week in which falls the 91st day following the commencement of the individual's employment as an Employee. However, if the Employee is subject to a contractual probationary period, the 90 days is counted beginning upon the earlier of the completion of the contractual probationary period, or the completion of the following limits on such probationary period:
 - (i) 210 calendar days for calendar day probationary periods;
 - (ii) 150 working days for working day probationary periods;
 - (iii) 1,200 working hours for working hour probationary periods;
 - (iv) for probationary periods not based on calendar days, working days, or working hours, as determined by the Trustees consistent with probationary periods stated above.

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- f. the foregoing contribution requirements are the Trust Fund's minimum requirements and do not modify any additional contribution requirements as contained in the applicable collective bargaining agreement.

9. The *entire* Teamster bargaining unit group must participate in a Benefit Plan and its members must uniformly be covered by its designated benefit package. The same is true of any non-Teamster group, as described in Section 10 hereof, that wishes to participate

10. Only the full-time employees (i.e. averaging 30 hours per week or more, measured as prescribed by the full-time employee determination provisions of the Affordable Care Act) of a non-Teamster group whose specific job function is distinctly identifiable may participate in a Benefit Plan. The right of an Employer's non-Teamster group to participate is contingent upon the participation of the Employer's Teamster bargaining unit group(s).

11. This Participation Agreement shall continue in full force and effect beyond the stated Expiration Date hereof, and the Employer shall contribute to the Trust Fund at the then applicable Trust Fund rate for the last plan of benefits designated in this Participation Agreement, until this Participation Agreement is superseded by a renewal Participation Agreement, or until the Trust Fund acknowledges the cessation of the Employer's obligation to contribute pursuant to (a) the Employer's notification to the Trust Fund, by certified mail, with a copy to the Local Union, that the Employer no longer has a legal duty to contribute to the Trust Fund and the specific basis upon which its legal duty to contribute to the Trust Fund has ceased, or (b) the Local Union's notification to the Trust Fund, by certified mail, that the Employer no longer has a legal duty to contribute to the Trust Fund and the specific basis upon which its legal duty to contribute to the Trust Fund has ceased.

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

13. Any and all disputes between the Employer and the Trustees relating to contributions to the Trust Fund or this Participation Agreement shall be submitted for resolution to the Trustees as a condition precedent to any formal claim or appeal, and shall not be subject to arbitration or other dispute resolution procedures in the Collective Bargaining Agreement.

14. 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 Trust Fund's Executive Director.

15. 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 Trust Fund receives actual written notice of the existence of the Employer's contribution obligation.

- a. The Employer shall contribute to the Trust Fund, as stated below, for the noted benefit package(s), at the noted hourly rates and as of the noted effective dates for its Teamster bargaining unit Employees and other Employee groups as contemplated in paragraph 9 above.
- b. Effective April 1, 2014 the Trust Fund maintains two Benefit Plans – the MCTWF Actives Plan and the MCTWF Retirees Plan. If the benefit package includes a component of coverage under the MCTWF Retirees Plan (i.e., "Retiree Medical Benefits") the Trustees shall allocate from the Employer's contribution to the MCTWF Retirees Plan the amount determined under the applicable published contribution rate for such coverage under the MCTWF Retirees Plan. All contributions for active coverage will be allocated to the MCTWF Actives Plan.

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- c. 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 for any reason a change in the contribution rate occurs 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 Trust Fund, the Employer must pay the adjusted rate. The below hourly rates are based upon a minimum of _____ hours of monthly contributions to provide eligibility.

EFFECTIVE DATE	BENEFIT PACKAGE	HOURLY RATE	UNITS REQUIRED FOR COVERAGE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND
2700 Trumbull Avenue, Detroit, Michigan 48216
313-964-2400



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.

Participating Group Information:

Check (and clarify as necessary) either a. or b. below:

- a. **Teamster Bargaining Unit Employees** (all employees covered by your Teamster Collective Bargaining Agreement)

[Optional] Clarifying Description of the Unit

- b. **Non-Teamster Unit Employees** (all full-time employees not covered by your Teamster Collective Bargaining Agreement)

Note: If not all Non-Teamster Unit employees are part of this participating group, state the covered job functions/classifications. All employees performing [in] such functions or classifications must participate.

Period Covered by Teamster Collective Bargaining Agreement:

From: / / To: / / _____

If Employer is signatory to a group labor agreement (e.g., master, national, industry, or association agreement), note the name of the group labor agreement:

Period Covered by Participation Agreement:

From: / / To: / / _____

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

Signature

Kyle R. Stallman /Executive Director

Date: _____

Employer (corporate information):

Full Corporate Name:

Federal Tax Identification Number: _____

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Employer (billing information):

- Check if same as Corporate.

Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Signature of Authorized Representative

Name of Authorized Representative/Title (please print)

Date: _____

Teamsters Local Union No: _____

Signature of Authorized Representative

Name of Authorized Representative/Title (please print)

Date: _____