

MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

2700 Trumbull Avenue, Detroit, Michigan 48216

313-964-2400

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 (which includes each of the above referenced items) 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 week of a month are due on or before the 1<sup>st</sup> 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 Trust 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.

5. The Employer must timely report to the Trust 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 Trust Fund as the selection of option (b).

(a) Report once per week on the following 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 Trust Fund will obligate the Employer for contributions on behalf of the individual through the date the status change is ultimately reported.

## MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

6. 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.

7. 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.

8. The Employer and Local Union represent to the Trustees that contribution 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 Package. An "Employee" may include a retiree if participation is granted by the Trust Fund through a MCTWF Actives Plan Retiree Account. The term "Employee" does not include an individual who voluntarily quits, is terminated, is permanently laid off, or is deceased.

9. The following contribution requirements are the Trust Fund's minimum requirements and do not modify any additional contribution requirements with respect to this section, as contained in the applicable Collective Bargaining Agreement. The Trust 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 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, but not to exceed 29 months (request by renewing groups seeking continuation of current provision for a period longer than 29 months will be approved by the Trust Fund). 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 regular work for a minimum of 14 continuous calendar days or 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, but not to exceed 29 months (request by renewing groups seeking continuation of current provision for a period longer than 29 months will be approved by the Trust Fund). 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 regular 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 week on behalf of an Employee if the Employee worked or is compensated for any portion of the contribution week, including each week 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. The Collective Bargaining Agreement may limit this obligation, **in the case of compensatory time off only**, to compensation exceeding the value of 16 hours;
- e. 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.
- f. The Employer must make contributions on behalf of every member of the participating group defined on page 5 hereof.

## MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND

- g. on behalf of an Employee for whom contributions have not commenced by April 1, 2014, commencing no later than 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.

10. The Trust Fund does not permit voluntary or selective participation. If any provision of any agreement makes the payment of Employer contributions to the Trust Fund contingent upon the payment of a share of those contributions by an Employee, such provision will be deemed null and void by the Trust Fund. Accordingly, such participation will be deemed mandatory and the Employer thus shall pay contributions in full on behalf of all such Employees.

11. The *entire* group must participate in the Benefit Package(s) identified on page 4 hereof. The Employer must contribute for each such Employee at the contribution rate tier applicable to the Employee's coverage status as determined by the Trust Fund (Employee only, Employee plus any children, Employee plus spouse, or family coverage).

12. With specific regard to non-Teamster participating groups, only the full-time employees (i.e., employed to average, and/or averaging over the immediately preceding 52 weeks, at least 30 hours per week worked) of a non-Teamster group whose job function or title is identified on page 5 hereof may participate. 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). Contributions for non-Teamster group new hires must uniformly commence in accordance with the contribution commencement day stated on page 5 hereof. The duration of any contribution obligation for non-Teamster group Employers shall not exceed the duration of such obligation as required for Teamster bargaining unit members under the Collective Bargaining Agreement. The MCTWF benefit package selected by the non-Teamster group may not have higher benefit levels than those in the benefit package covering the Teamster group.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. a. The Employer shall contribute to the Trust Fund, as stated below, for the noted benefit package(s), at the noted weekly tiered rates (regardless of any separate agreement requiring Employee contribution cost sharing) and as of the noted effective dates for its Teamster bargaining unit Employees and other Employee groups.

**MICHIGAN CONFERENCE OF TEAMSTERS WELFARE FUND**

b. Effective April 1, 2014 the Trust Fund will maintain 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.

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.

<b>EFFECTIVE DATE</b>	<b>BENEFIT PACKAGE</b>	<b>TIER 1 EMPLOYEE ONLY WEEKLY RATE</b>	<b>TIER 2 EMPLOYEE PLUS ANY CHILDREN WEEKLY RATE</b>	<b>TIER 3 EMPLOYEE PLUS SPOUSE WEEKLY RATE</b>	<b>TIER 4 FAMILY WEEKLY RATE</b>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____	_____



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**

If not all Teamster employees, please provide distinguishing description of the Unit:

Fill in - \_\_\_\_\_

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

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

Fill in - \_\_\_\_\_

Contribution Commencement Day for each Non-Teamster New Hire (please see paragraph 11 hereof):

Fill in - \_\_\_\_\_

**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:

Fill in - \_\_\_\_\_

**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: \_\_\_\_\_

Check here to confirm that the employment status reporting option has been selected in paragraph 5 of this agreement and that if you selected option (a) that you have identified the set reporting day of the week.

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

\_\_\_\_\_

Signature of Authorized Representative

\_\_\_\_\_

Name of Authorized Representative/Title (please print)

Date \_\_\_\_\_