



## **Interim Participation Agreement**

This Interim 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 and wish to continue Fund coverage while negotiating possible changes to the collective bargaining agreement.

NOW THEREFORE, for and in consideration of the premises and mutual covenants contained herein and subject to the written acceptance of this Interim 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 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 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.

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 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.

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.

7. The Employer and Local Union represent to the Trustees that payments will be made only on behalf of Employees. For purposes of this Interim 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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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. 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).
10. 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.
11. This Interim Participation Agreement shall continue in full force and effect until the Employer signs and the Trustees approve a new Participation Agreement or, if earlier, until the Employer notifies the Trustees by certified mail, with a copy to the Local Union, that the Employer has negotiated changes in its collective bargaining agreement that no longer obligate the Employer to contribute to the Fund or the Employer no longer has a collective bargaining agreement with the Local Union, and the Trustees acknowledge in writing the cessation of the Employer's obligation to contribute to the Fund. The Employer shall set forth in the written notice the specific basis upon which its obligation to contribute to the Fund has ceased. The Employer expressly agrees and acknowledges that by signing this Interim Participation Agreement, its obligation to contribute to the Fund at the then applicable Fund rate shall continue until the Employer signs and the Trustees approve a new Participation Agreement or, if earlier, until the Trustees receive written notice and the Trustees acknowledge the cessation of the obligation in writing.
12. 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.
13. Any and all disputes between the Employer and the Trustees relating to contributions to the Fund or this Interim Participation Agreement shall be submitted for resolution to the Trustees of the Fund and shall not be subject to arbitration or other dispute resolution procedures in the collective bargaining agreement.
14. This Interim Participation Agreement is not binding on the Trustees or the Fund until accepted by the Trustees. The Trustees have delegated the authority to accept an Interim Participation Agreement to the Fund's Executive Director.



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

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. 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: _____

IN WITNESS WHEREOF, the Employer and Local Union have caused this Interim Participation Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**Employer**

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
 Signature

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

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 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.

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

\_\_\_\_\_  
 Signature

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

\_\_\_\_\_  
 Date