

**Health and Welfare
Model Contract Language**

HEALTH AND WELFARE

Section 1.

Effective _____ the Employer agrees to remit contributions to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity in the manner described in the Sections below.

Section 2.

Effective _____ the Employer shall contribute to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity (hereinafter "Health and Welfare Fund") for and on behalf of each employee of the Employer covered by the terms of this Agreement, the sum of _____ Dollars and _____ Cents (\$ _____) per hour not to exceed a maximum of eight (8) hours per day, or forty (40) hours per week. In the event adverse claims experience would otherwise require a reduction in any benefit program during the term of this Agreement, the Employer's contribution, as set forth in this Section, shall be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs at the levels in effect as of the date of the contribution increase, but in any event, such increase may not exceed a maximum of ten percent (10%) per contract year as needed.

Section 3.

The Employer contributions referred to above shall cover medical, dental, vision, disability, prescription and death benefits. The nature and amount of such benefits shall be determined from time to time by the Trustees of the Health and Welfare Fund.

Section 4.

Contributions shall be made by the Employer as set forth in Section 2 above for each hour worked for each regular, probationary, casual or extra employee who performs work covered by this Agreement. Additionally, if an employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of four (4) weeks. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than six (6) months.

The amount of contribution payable under this Section shall be that required to maintain the employee's eligibility during such period of absence.

Section 5.

The sums required by Section 2 above shall be remitted monthly to the Health and Welfare Fund. Such monthly payment shall be submitted to the Health and Welfare Fund on or before the twentieth (20th) day of the month following the month in which the contributions were accrued.

Section 6.

The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered or certified mail, that such Employer is delinquent in its contributory obligations to the Health and Welfare Fund. Copies of the verification shall be sent by the Administrator of the Health and Welfare Fund to the Employer and the Local Union.

Section 7.

Failure on the part of the Employer to contribute as specified herein above, shall make the Employer liable for all claims, damages, attorneys' fees, court costs, plus all arrears and payment, plus ten percent (10%) as liquidated damages.

Section 8.

The Employer shall complete and deliver to the Health and Welfare Fund, on forms supplied by the Health and Welfare Fund, an Employer's report stating the name and social security number for each regular, probationary, extra or casual employee employed by the Employer during the calendar month.

Section 9.

The Trustees of the Health and Welfare Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax records for the employees covered by this Agreement.

Section 10.

By execution of this Agreement, the Employer authorizes the Transport Employers' Association, or its successor, to enter into appropriate trust agreements necessary for the administration of the Health and Welfare Fund and agrees to be bound by the terms of said trust agreements, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

**Pension
Model Contract Language**

PENSION

Section 1.

Effective _____ the Employer agrees to remit contributions to the Teamsters Pension Fund of Philadelphia and Vicinity in the manner described in the Sections below.

Section 2.

Effective _____ the Employer shall contribute to the Teamsters Pension Fund of Philadelphia and Vicinity (hereinafter "Pension Fund") for and on behalf of each employee of the Employer covered by the terms of this Agreement, the sum of _____ dollars (\$.) per hour not to exceed a maximum of forty (40) hours per week. Effective _____ and _____, the Employer's contribution rate shall increase by _____ and _____, respectively.

Section 3.

There shall be no other pension program under this Agreement for the operations covered under the terms of this Agreement.

Section 4.

Contributions shall be made by the Employer as set forth in Section 2 above for each day worked for each regular, probationary, casual, extra or part-time employee who performs work covered by this Agreement. Additionally, if an employee is absent because of illness or off-the-job injury for two (2) consecutive weeks and notifies the Employer of such absence, the Employer shall make the required contributions from the first day for a maximum of six (6) months. If an employee is injured on-the-job, the Employer shall continue to pay the required contributions until such employee returns to work; however, during any period of such on-the-job injury, such contributions shall not be paid for a period of more than six (6) months.

The amount of contribution payable under this Section shall be that required to maintain the employee's eligibility during such period of absence.

Section 5.

The sums required by Section 2 above shall be remitted monthly to the Pension Fund. Such monthly payment shall be submitted to the Pension Fund on or before the twentieth (20th) day of the month following the month in which the contributions were accrued.

Section 6.

The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of a verification by telegram, registered or certified mail, that such Employer is delinquent in its contributory obligations to the Pension Fund. Copies of the verification shall be sent by the Administrator of the Pension Fund to the Employer and the Local Union.

Section 7.

Failure on the part of the Employer to contribute as specified herein above, shall make the Employer liable for all claims, damages, attorneys' fees, court costs, plus all arrears and payment, plus ten percent (10%) as liquidated damages.

Section 8.

The Employer shall complete and deliver to the Pension Fund, on forms supplied by the Pension Fund, an Employer's report stating the name and social security number for each regular, probationary, extra, casual or part-time employee employed by the Employer during the calendar month.

Section 9.

The Trustees of the Pension Fund shall have the right to require the Employer to make available to the Trustees or their duly accredited representatives, all time cards, payroll records, social security records, withholding tax records for the employees covered by this Agreement.

Section 10.

By execution of this Agreement, the Employer authorizes the Transport Employers' Association, or its successor, to enter into appropriate trust agreements necessary for the administration of the Pension Fund and agrees to be bound by the terms of said trust agreements, thereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.