**Health and Welfare**

**Model Contract Language for Same Month Eligibility**

**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, covered by the terms of this Agreement, the sum of $ per month per employee. A new hire shall be eligible for benefits on the first day of the month following his date of hire. 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 during the second and third years of the Agreement. The fourth and future years will be at the Fund’s Published rate. The rate increases \_\_\_\_\_\_\_\_\_ each year of the agreement.

**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 as set forth in Section 2 above for each employee on the Employer’s payroll, who is 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 of said absence for a maximum of (2) two months, including the month in which the absence occurred. 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.

**Section 5.**

 The sums required by Section 2 above shall be remitted monthly to the Health and Welfare Fund on or before the fifth (5th) day of the month in which these monies were accrued. A copy of the contribution report will be sent to the Fund office prior to the first day of each month.

**Section 6.**

 The Union may suspend the operations of a delinquent Employer three (3) working days after receipt of 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, benefits, attorneys’ fees, court costs, plus all arrears in payment, plus ten percent (10%) as liquidated damages as well as all other remedies provided by Section 502(g) of ERISA, 29 U.S.C. (§)1132(g)(2).

**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 authorized representatives, all necessary documents including but not limited to all time cards, payroll records, social security records, and state, municipal wage and federal income tax records for all employees as required by the Health & Welfare Fund to verify and confirm the accuracy of the contributions due and owing to the Health & Welfare Fund 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.