



**AGREEMENT AND  
DECLARATION OF TRUST**

of the

**TEAMSTERS HEALTH  
AND WELFARE FUND**  
*OF PHILADELPHIA AND VICINITY*

**AMENDED AND RESTATED  
AS OF JULY 1, 2000**

**EFFECTIVE JULY 1, 2000**, the Declaration of Trust of the TEAMSTERS HEALTH AND WELFARE FUND OF PHILADELPHIA AND VICINITY, (hereinafter "Trust Agreement"), first adopted and established on December 13, 1951, and as amended since that date, is hereby Amended and Restated.

**W I T N E S S E T H:**

**WHEREAS**, on or about the 9th day of October 1950, agreements were entered into between HIGHWAY TRUCK DRIVERS AND HELPERS UNION, LOCAL 107 and MOTOR TRANSPORT LABOR RELATIONS, INC., now known as Transport Employers Association (hereinafter called "TEA"); GENERAL TEAMSTERS, CHAUFFEURS, HELPERS AND YARDMEN, LOCAL UNION NO. 470 and TEA; and TEAMSTERS UNION, LOCAL NO. 929 and TEA, respectively, intending to govern the hours of work, wages and working conditions of members of UNION employed by EMPLOYERS or by any other employer who may become a member of the TEA after the date of said agreements, and a copy of whose approved application for membership in TEA has been filed with the appropriate union by TEA; and

**WHEREAS**, by agreement originally made on the 13th day of December, 1951, amended from time to time and now restated as of July 1, 2000, by and between TEA, acting for and on behalf of the corporations, partnerships and individuals listed on "Exhibit A" attached to the Master Agreement dated October 9, 1950 (hereinafter called "EMPLOYERS"), party of the first part, and HIGHWAY TRUCK DRIVERS AND HELPERS UNION, LOCAL NO. 107; GENERAL TEAMSTERS, CHAUFFEURS, HELPERS AND YARDMEN, LOCAL UNION NO. 470; TRUCK DRIVERS AND HELPERS UNION, LOCAL NO. 676; TEAMSTERS UNION, LOCAL NO. 929; INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL 331; INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, LOCAL NO. 384; all of whom are affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, AFL-CIO (hereinafter collectively called "UNION"), party of the second part, originally created a trust fund known as the TEAMSTERS HEALTH AND WELFARE FUND OF PHILADELPHIA AND VICINITY (hereinafter "Trust Fund"); and

**WHEREAS**, the collective bargaining agreements aforesaid contain a clause relating to a Welfare Plan; and

**WHEREAS**, the other UNIONS to this Agreement have existing collective bargaining agreements with employers which contain a clause relating to a Welfare Plan; and

**WHEREAS**, the parties hereto have established and desire to continue a Welfare Plan within the meaning of the agreements, as aforesaid, subject to whatever

conditions may be necessary to conform with the requirements of any and all applicable laws and legal limitations; and

**WHEREAS**, the parties hereto agree that under the circumstances and in the manner herein provided, any employer having a collective bargaining agreement with any of the UNIONS party to this Agreement may, by agreement in writing, become a party to and be bound by the terms of this Agreement, such employer thereafter to be included in the term "EMPLOYERS" whenever used in this Agreement; and

**WHEREAS**, the parties to the original Agreement and Declaration of Trust and the Trustees of the Trust Fund do hereby wish to further amend and restate the Trust Agreement.

**NOW THEREFORE**, in consideration of the premises and of thereof mutual covenants, the parties hereto agree as follows:

1. There is hereby established a trust fund into which shall be paid on and after January 1, 1952 any and all contributions payable by EMPLOYERS or any other eligible employer who has agreed, in writing, to be bound by the terms of this Agreement. The trust fund shall be known as the "Teamsters Health and Welfare Fund of Philadelphia and Vicinity." Pending investment, contributions to this Trust Fund shall be deposited with such bank, trust company or other institution, hereinafter referred to as institution, as the Trustees may designate. Such contributions are hereafter to be made by each OPERATOR or other employer by check payable to the order of the Trust Fund. No endorsement of any such check and no payment from the Trust Fund shall be made except upon the signature of at least two Trustees, one of whom shall have been appointed by TEA and one of whom shall have been appointed by the UNION. Any and all transactions involving the principal and income in the Trust Fund and all questions of policy in the management of the Trust Fund shall be subject to the unanimous approval of the Trustees.

2. The Trustees shall consist of one or more persons designated by the TEA and representing EMPLOYERS and other employers governed by this Agreement, and an equal number of persons designated by the UNION and representing the employees. Unless and until the parties otherwise agree, there shall be three Trustees representing the TEA and other employers governed by this Agreement, and three Trustees representing the UNION. The UNION Trustees shall be appointed by the respective UNIONS party to this Agreement, and a written certification by the Secretary/Treasurer of the HIGHWAY TRUCK DRIVERS AND HELPERS UNION, LOCAL NO. 107, of the appointment of such Trustees shall be the sole evidence thereof. The Trustees representing the TEA and the other employers governed by this Agreement shall be appointed by the President, the Vice-President and the Treasurer of Transport Employers Association, and a written certification by the Secretary of Transport Employers Association shall be satisfactory evidence of such appointment. Each Trustee shall serve at the pleasure of the respective groups by which he is elected or appointed, but neither group shall have the right to remove a Trustee without simultaneously designating a

successor. The Trustees shall give bond at the expense of the Trust Fund, for the faithful performance of their duties, and as a condition precedent to entering upon such duties. The bond herein before referred to shall be established and adjusted in the amount and in the manner prescribed by applicable law; provided, however, that the amount of the bond shall at no time be less than \$100,000.

3. Both the principal and the income of the Trust Fund shall be held in trust for the benefit of (1) the employes of the EMPLOYERS; and (2) other employes who are members of the UNION; and (3) any full-time, salaried officer, business agent or full-time employe of the UNION or a full-time employe of either the Teamsters Pension Trust Fund of Philadelphia and Vicinity or the Teamsters Health and Welfare Fund of Philadelphia and Vicinity (all of whom are hereinafter collectively referred to as "employes") for the purpose of providing for them medical care and welfare benefits, whether in the form of group life insurance, hospitalization or health and accident benefits or a combination of these, or any other form of Welfare Plan, including one which is self-administered and self-insured, agreed upon by the Trustees hereto in order to give effect to the agreement of the parties herein before referred to.

4. As promptly as possible after the effective date of this Agreement, the Trustees of the Trust Fund shall consider and decide upon a program for the payment of benefits from the Trust Fund, subject to the limitations provided above. Such program of benefits shall be set forth in detail in a written instrument which shall be considered a supplement to this Agreement and which the parties hereby authorize their respective Trustees to execute on their behalf. No payments for benefits of any kind shall be made from the Trust Fund, except as specifically provided in the program, detailed in such supplementary agreement. Such program may be altered or modified from time to time by unanimous action of the Trustees, subject to the foregoing limitations and provided that it is set forth and executed as a further supplementary agreement.

5. In the event that a dispute shall arise between the Trustees in the course of the administration of the Trust Fund, the Trustees shall endeavor to agree upon an impartial umpire to decide such dispute, and in the event of their failure to agree upon such umpire within thirty (30) days from the date of such dispute, then the designation shall be made, upon petition of any one or more of the Trustees, by the United States District Court for the Eastern District of Pennsylvania. In considering and deciding any such dispute, the impartial umpire shall be bound in any and all respects by the provisions of this Agreement and of any supplementary agreement or agreements hereafter entered into as provided above. The expenses of any such umpire shall be payable out of the Trust Fund.

6. One or more competent, impartial public accountants shall be designated by the Trustees to make an audit of the Trust Fund and of all transactions relating thereto at the end of each calendar year, at the expense of the Trust Fund. The statement of the accountant or accountants making such audit shall be available for inspection by any interested persons at the principal office of the Trust Fund.

7. The Trustees shall be entitled to receive out of the Trust Fund such reasonable compensation for their services as may be agreed upon among them, provided, however, that such compensation shall be in an equal amount for each similarly situated Trustee and shall first have been approved by the parties designating the Trustees.

8. Unless prohibited by applicable law, the Trustees shall not be personally liable for any act of omission or commission in the administration of the Trust Fund except in the event of willful negligence or fraud, and no Trustee shall be personally liable for the dereliction of any other Trustee, except in case of participation therein.

9. The Trustees shall have the following powers in addition to those otherwise provided herein.

(a) To accept, hold, invest in, and retain:

(1) Obligations of the United States or the United States Treasury or those for the payment of which the faith and credit of the United States is pledged, including obligations of the District of Columbia.

(2) Obligations of the Commonwealth of Pennsylvania or those for the payment of which the faith and credit of the Commonwealth is pledged.

(3) Obligations of any state of the United States or any county, city, borough, town, township, school district, institution district or other political subdivision, having the power to levy taxes, of any such state; provided that the faith and credit of such state or political subdivision thereof, is pledged for the payment of said obligations; and provided further, that at the date of the investment in such obligations, such state or political subdivision is not in default in the payment of any part of the principal of interest payment owing by it upon any part of its funded indebtedness.

(4) To further invest and reinvest the principal and income of the Trust, and to keep the same invested without distinction between principal and income; provided, however, that in addition to the foregoing, investments and reinvestments may be made only in accordance with applicable law, if any, and may retain an investment agent or advisor, whether it be a bank or trust company or a corporation or an individual, to counsel and advise the Trustees in all matters relating to investments and reinvestments.

(b) To hold cash uninvested, without liability on the Trustees to pay any interest thereon, as a part of the principal of the trust, in such amounts and for such periods of time as they in their sole discretion deem desirable.

(c) To deposit any monies included in, or derived from the Trust Estate, in any bank, bank and trust company, or savings bank, to entrust to any bank, bank and trust company, savings bank or safe deposit company for safekeeping, any of the funds, stock or share certificates, bonds or other securities or obligations any and all documents and papers comprised in, or relating to the Trust Estate, provided, however, that the amount of money on deposit in any bank, bank and trust company, or savings bank shall be determined by the Trustees and any funds not necessary for the current obligations of the Trustees may be invested as herein set forth.

(d) To borrow money, with or without security, on such terms as the Trustees, in their uncontrolled discretion may deem desirable, and to issue notes, bonds or other obligations thereof that may mature at a time beyond the possible termination of the Trust or at any earlier time and to enter into and make any indentures of trust or other agreements, covenants, or arrangements for the benefit or security of such obligations.

(e) To collect, sue for, receive and receipt for all sums of money coming due as part of the Trust Estate, to review and audit, on demand, all wage and other records relating to the EMPLOYER's employes or business operations, to consent to the extension of the time for payment or to the renewal of any bonds or other securities or obligations belonging to the Trust Estate, and to prosecute, defend, compound, compromise, abandon or adjust, by arbitration or otherwise any actions, suits, proceedings, disputes or claims demands and things relating to the Trust Estate.

(f) To purchase from time to time from the company, companies, associations, individual or individuals of their choice, such contract or contracts as they, in their discretion, deem advisable to provide for life, accident and health, hospitalization, medical, surgical or any combination of types or forms of insurance, service, or protection for the employes; or to establish a program through a self-insured and self-administered plan, provided that such program is detailed in a written instrument as herein referred to. In the event that a self-insured program is adopted, provisions shall be made for the extent of benefits, the method of administration, eligibility requirements, amount of reserves, bonding of employes, provisions for the relationship between the program and state and federal provisions for similar or related benefits, such statistical data as may be material for the interest of the program, including but not limited to the number, amount and type of benefits paid, duration of disability and the financial status of the Fund, the income and distribution thereof for the

purpose of maintaining and utilizing such Fund for the appropriate purpose thereof.

(g) To make, adopt, amend or repeal bylaws, rules and regulations not inconsistent with the terms of this Declaration of Trust as they may deem necessary or desirable for the conduct of their business and the government of themselves, their officers, agents, and other representatives.

(h) To the extent and in the manner prescribed by applicable law, to determine, from time to time, to what extent and at what times and places, and under what conditions and regulations, the acts and books of the Trustees or any of them shall be open for inspection, and no EMPLOYER or employe represented by the UNION shall have any right to inspect any books or documents of the Trustees except to the extent and in the manner prescribed by applicable law and in accordance with such conditions and regulations, if any, as may be prescribed at any time or from time to time by the Trustees acting in a manner not prohibited by applicable law, to issue such financial statements as are proper and to determine at what time such statements shall be issued and in the method of distribution thereof.

(i) To accept, acquire, purchase and invest in real estate, and at their discretion to hold, retain, lease, sublease, subdivide, alter and improve the same, as well as mortgage, option, exchange, grant, bargain, sell and convey any such real estate at either public or private sale, including real estate heretofore acquired, upon such terms and conditions as the Trustees may deem appropriate and advisable with full power to make, execute and deliver any and all such instruments as may be necessary, requisite and proper to effectuate any exercise of the foregoing powers.

(j) To perform and do all such further acts and things as may be properly incidental to the exercise of the foregoing powers, or any agreement, to the same extent to which such further acts and things might be performed and done by a corporation lawfully organized and existing for the purpose and with the powers set forth in this Declaration.

10. The regular meetings of the Trustees shall be held at such places and at such times as the Trustees, by vote, from time to time may determine; and if so determined, no notice thereof need be given.

11. Such meetings of the Trustees may be held at any time and at any place when called by two or more Trustees. Notice of such special meeting shall be given to the Trustee designated as Secretary of the Trustees, or by the person or persons by whom such meeting is called, by giving to each of the Trustees five (5) days' notice of such meeting, sent by registered mail, postage prepaid, to the Trustees' usual address. It shall not be necessary to give notice of any such meeting, or who, either before or after the meeting waives such notice either orally or in writing.

12. That fifty percent (50%) of the Trustees present at any meeting shall constitute a quorum for the transaction of any business, provided that one Trustee from each group shall be represented, but less than a quorum may adjourn any meeting from time to time, and such meeting may be held as adjourned without further notice.

13. When a quorum is present at any meeting, a majority of the Trustees present and voting shall decide any questions brought before such meeting, and the action of a quorum of the Trustees as defined above shall be valid and binding as the action of the Trustees, except as provided in paragraph 1 above. The Trustees may, however, act unanimously without a meeting.

14. Any Trustee may, by power of attorney or other written authority, empower the other Trustee(s) from his group to act on his behalf, and use his name for execution or signature of any documents, for the purpose of these presents and the Trust hereby created, but without being responsible for or liable for any loss in connection therewith.

15. Neither the Trustees nor the individuals, partnerships, corporations and associations who or which are parties to this Agreement shall be responsible jointly or severally for the adequacy of the Trust Estate to meet and discharge any and all payments and liabilities under this Indenture. All persons dealing with the Trustees are released from inquiry into the decision and authority of the Trustees to act and from responsibility for the application of any monies, securities or other property delivered to the Trustees.

16. The Trustees shall not be liable for any loss or damages or depreciation which may result in connection with the execution of their duties or the exercise of their discretion hereunder except when due to willful misconduct or unless such loss, damage or depreciation be occasioned by willful violation by the Trustees of any express provision hereunder, and then such liability shall be charged against only the Trustees who have individually committed such misconduct or violation. The Trustees shall not be liable for any loss, damage or depreciation occasioned or caused by any act of negligence on their part or on the part of any employe, agent or servant of the Trust Fund.

17. That the Trustees shall jointly have custody of all monies and other property belonging to the Trust Estate and shall deposit and invest the same as aforesaid and shall disburse the same in the discharge of obligations incurred by the Trustees for the purposes authorized by the Trustees and for no other reason, by checks drawn by them against any deposit account or accounts and signed on behalf of the Trustees in such manner as they may designate. The Trustees shall, in addition, consider as assets of the Trust Estate contributions owing from any Employer required to make payment to the Fund. The Trustees shall, in addition, keep accurate books of account of their financial transactions. The Trustees shall have the authority to enter into an agreement with any reputable institution for the purposes of administering the Welfare Funds and to designate the type of administrative services and duties to be performed by the said institution, and to arrange for such payment for these services as may be agreed upon by the Trustees.



18. That in this Declaration of Trust nothing shall be deemed or construed to constitute the Trustees, the members of the UNION, the EMPLOYERS, or other employers or any combination of them, paying into the Trust Fund as aforesaid, partners; and it is hereby expressly declared that a trust and not a partnership is hereby created by this Declaration of Trust. It shall be the duty of the Trustees and each of them and of every officer or agent elected or appointed by them to include in every written agreement entered into by them, or any of them as herein provided, a statement of the immunity provided by this Declaration for the Trustees, officers, agents and other representatives of this Trust Fund as individuals; and neither the Trustees nor any officer, agent or representative appointed or elected by them shall have any power or authority to enter into any agreement or incur any obligation as herein provided which shall in any way bind any of the Trustees individually or the UNION or the individual EMPLOYERS or other employers, but their power shall be limited to obligations and agreements binding upon the Trust Estate.

19. The death of any Trustee shall not operate to terminate the Trust Fund nor shall the legal representatives of such Trustee be entitled to any accounting or to take any action in the courts or otherwise, but the appointment of such Trustee shall be deemed purely personal and not a right that can descend to heirs at law or legal representatives.

20. This Agreement may be amended at any time by joint agreement of TEA and the UNIONS which were parties to the original Agreement and Declaration of Trust establishing the Trust Fund. In addition, the provisions of this Agreement may be amended by an instrument in writing executed by the Trustees; provided, however, that no amendment shall divert any of the assets of the Trust Fund from the purposes of the Trust Fund and further provided that no amendment shall be made as a result of which there would not be an equal number of Trustees appointed by UNION and TEA.

21. The term "UNION" shall, in addition to the local unions above referred to, also include such other unions affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or otherwise authorized by law to represent employes in collective bargaining matters which unions may hereafter become parties to this Trust Fund:

- i) by unanimous action of the Trustees, and
- ii) upon compliance with such terms and conditions as may be imposed by the Trustees at the time of their unanimous action, and
- iii) upon securing any necessary ruling or approval by any governmental agency which may be required to preserve the qualified and tax exempt status of the Trust Fund or otherwise comply with law.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective names, the day and year first above mentioned.

**TEAMSTERS HEALTH AND WELFARE FUND  
OF PHILADELPHIA AND VICINITY**

/s/ Arnold S. Rosenthal  
ARNOLD S. ROSENTHAL, TRUSTEE

/s/ Paul Cardullo  
PAUL CARDULLO, TRUSTEE

/s/ Kenneth F. Leedy  
KENNETH F. LEEDY, TRUSTEE

/s/ Thomas Hummel  
THOMAS HUMMEL, TRUSTEE

/s/ Bob Schaeffer, Jr.  
BOB SCHAEFFER, JR.

/s/ Frank Gillen  
FRANK GILLEN, TRUSTEE

The undersigned Employer, having entered into a collective bargaining agreement with Local Union No. \_\_\_\_\_, which provides, among other things, for contributions to the Teamsters Health and Welfare Fund of Philadelphia and Vicinity, agrees to be bound by the foregoing agreement and Declaration of Trust and any amendments thereto and hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are selected as employer Trustees, together with their successors, selected in the manner provided in the within agreement.

Dated:

\_\_\_\_\_

by: \_\_\_\_\_

For Terminal or Terminals Located:

\_\_\_\_\_

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