



Teamsters Health & Welfare and Pension Trust Funds of Philadelphia and Vicinity

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MEMORANDUM

TO: All Local Union Business Agents

FROM: Maria Scheeler, Administrator

DATE: January 16, 2019

RE: Contract Language

Over the years, the Funds have received numerous questions from business agents asking what should be included in collective bargaining agreements as it relates to the Health and Welfare and Pension Funds. There has also been instances where the contracts received by the Funds had to be rejected because they did not contain some necessary language or the correct rates/rate increases.

Listed below are a few items to be mindful of when drafting collective bargaining agreements for Fund acceptance.

1. Make sure both parties **signed** the contract.
2. Check the effective dates of the contract on the cover page, the first page of the agreement and the termination language (located on the last page of the agreement).
3. Health & Welfare future rate increase must increase to Funds published rate. The 10% yearly cap applies only with respect to the second and third years of the collective bargaining agreement. If a longer-term agreement is negotiated, the applicable rate for the fourth and any subsequent year will be the then published rate.
4. Pension rate must increase 5% per contract year. If the Pension increase is less than 4.96% than the Local must amend the contract. When the Local makes revisions to the contract make sure both parties initial and date next to the revision.
5. All contracts must have the following language:

The Trustees of the Health & Welfare and Pension Funds 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.

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 & Welfare and Pension Funds 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.

If this language is not in the contract the Fund will send both parties a letter.

6. Make sure the contract clearly states how contributions are remitted to the Fund:

Days/Hours/Monthly
Contributions due date
W/C and Disability
New Employees
Effective from and to date of the CBA
Pension Bank (if applicable)
Laid off Employees (if applicable)

7. All contracts must follow the ACA guidelines. If the contract does not follow ACA a letter is sent to both parties.
8. If an Employer is signatory to a Master Agreement then they do not sign a contract. However, they must provide the Fund proof they are signatory with the following documents:
 - a. If they are signatory to Five County - contact Diana Perez for an updated C.A.E.P. list.
 - b. If signatory to National Maintenance Agreement ask the company for the International Union's site extension approval letter.
 - c. If signatory to General Presidents' Project Maintenance Agreement ask the company of the Letter of Assent (LOA)
9. Below are other examples of language the Fund cannot accept. The employer must remove the underline language from the agreement and both parties must sign next to any revisions:

EX. 1 -

*“Nothing in this contract shall prevent the Local Union, the Fund or its designed representative from having access to the Employer’s records to determine the accuracy of his contributions made under a prior agreement **for the period of one (1) year after the expiration of such agreement.**”*

EX. 2 -

*“The contribution to the Fund shall cover the benefits described in the Summary of Benefits Schedule as determined by the Fund’s Trustees. A current listing of benefits can be found at www.teamsterfunds.com. **The Union agrees to work with the Company to require the Fund to capture and provide to the Company claims experience data specific to Company employees.**”*

EX. 3 -

***“All medical and prescription claims submitted under this Article are subject to the following limitation:
All illicit procedure as described in the Ethical and Religious Directives for Catholic Health Facilities issued by the U.S. Catholic Conference and approved by the National Conference of Catholic Bishops (November 1, 1971 and as revised in 1975) are excluded from payment under these plans.”***

Please be sure to visit our website at www.teamsterfunds.com. Model contract language for both Funds can be found on our website by clicking on the tab marked “For Unions/Employers,” then click on the tab marked “Model Language.”

As always, if you have any questions regarding this matter, please feel free to contact me.

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