



# Western Conference of Teamsters Pension Trust

An Employer-Employee Jointly Administered Pension Plan – Founded 1955

## PARTICIPATION AGREEMENT FOR EMPLOYERS IN THE CONSTRUCTION INDUSTRY INVOLVED ON PROJECT AGREEMENTS

The \_\_\_\_\_ (name of Employer) is a party to the \_\_\_\_\_ (name of governing Agreement), which covers all work performed by the Employer on the \_\_\_\_\_ (name of construction project) effective \_\_\_\_\_ (work start date). The Employer acknowledges an obligation to contribute to the Western Conference of Teamsters Pension Trust ("the Trust") or that portion of such work governed by agreements granting jurisdiction to the International Brotherhood of Teamsters, its Local Unions and Affiliates. By signing this Participation Agreement, the Employer does not intend to waive, modify, or change any of the provisions of the above mentioned Project Labor Agreement as approved for the above mentioned project.

The purpose of the Participation Agreement is to implement Article/Section \_\_\_\_\_ of the \_\_\_\_\_ (Name of governing Agreement) Agreement and to serve as the written agreement required by the Labor Management Relations Act of 1947 to permit the various Trust Funds to receive contributions from the Employer on behalf of its employees who are members of Teamsters Local Union(s) Employed by the Employer on the \_\_\_\_\_ project.

The Employer acknowledges the requirements of the Trust in maintaining consistent rules for identification and collection of employer contributions, and the Employer hereby ratifies and agrees to be bound by all the terms and provisions of:

1. The Agreement and Declaration of Trust and all amendments thereto of the Western Conference of Teamsters Pension Trust Fund.
2. The Policies of the Trustees governing Participation in the Trust, including but not limited to the Trustee Policy on Acceptance of Employer Contributions (set forth on the reverse of this document and incorporated herein).
3. The Policies of the Trustees governing proper identification and collection of contributions.

With the same force and effect as though the Agreement and Declaration of Trust and Policies referred to above were set forth here at length.

The Employer agrees to make payments to the Trust as provided in the \_\_\_\_\_ (governing document) Agreement as approved for the project, and in the amount specified in the current applicable agreement between the \_\_\_\_\_ (JC or National) \_\_\_\_\_ Teamster Committee or other governing body and the recognized employer bargaining entity for all hours worked on the project. The Employer hereby authorizes the Employer Trustees named in the aforesaid Agreement and Declaration of Trust and their successors to act for and on behalf of the Employer.

This Agreement will expire on the completion of all work on the \_\_\_\_\_ project.

Employer is a: Corporation Partnership Unincorporated Sole Proprietorship  
Limited Liability Company (Indicate Partnership Corporation)

**Note: Partners and sole proprietors (unincorporated owners) are ineligible to participate personally in the Trust. This includes partnerships or sole proprietorships structured under a Limited Liability Company.**

FOR THE EMPLOYER

FOR THE UNION

ACCEPTED BY THE WESTERN CONFERENCE OF TEAMSTERS PENSION TRUST

BY \_\_\_\_\_ DATE \_\_\_\_\_

# **TRUSTEE POLICY ON ACCEPTANCE OF EMPLOYER CONTRIBUTIONS EFFECTIVE APRIL 1, 1970**

(As revised for amendments, extensions and new Pension Agreements effective on or after January 1, 2020)

It is the policy of the Trustees of the Western Conference of Teamsters Pension Trust Fund to accept as Employer Contributions only payments made in accordance with a Pension Agreement that is not detrimental to the Plan. The determination of whether or not a Pension Agreement is detrimental to the Plan shall be made by the Trustees in their sole discretion. However, the list of provisions that follows is furnished as an illustration of those whose inclusion in a Pension Agreement may result in a determination by the Trustees that the Pension Agreement is detrimental to the Plan. It should be noted, however, that the list is not intended as an inclusive list of all such types of provisions.

1. Provisions that limit the employees on whose account contributions are to be made to those above a specific age.
2. Provisions that limit the employees on whose account contributions are to be made to those who will be eligible for retirement within a specified period.
3. Provisions that limit the persons on whose account contributions are to be made to those who have satisfied a specific minimum period of employment or seniority, except that persons performing the work of the bargaining unit may, for a period not to exceed ninety (90) calendar days, be covered under a contribution rate not less than ten (10) cents per hour, including PEER, from their first date of employment or utilization.
4. Provisions that limit the employees on whose account contributions are to be made to those who have worked more than a specified minimum number of hours in a particular period.
5. Provisions that permit contributions on a basis that will produce a contribution less than on all straight time hours worked by the employee, provided that for purpose of this rule paid vacation and paid holiday hours shall be included in straight time hours worked.
6. Provisions which permit or require pension contributions for persons who are not performing the work of the bargaining unit.
7. Provisions which reduce contributions for each compensable hour to less than that which applied prior to any date, except as provided in Number 3 above.
8. Provisions that provide different contribution rates within the same job classification other than during the specified waiting period as defined in Number 3 above. (Different contribution rates for substantially different job descriptions or classifications are permissible as determined by the Trustees in their sole discretion. To illustrate this concept: driver, warehouse, office, mechanic, sales, production would be considered substantially different descriptions/classifications under this provision.)

In administering the foregoing provisions, the Trustees, with regard to the interpretation of these Guidelines, will attempt to accommodate the bona fide needs of the parties to Pension Agreements as long as the Pension Agreements are not detrimental to the Plan. The Trustees, while retaining sole discretion over these issues, invite the parties to Pension Agreements to present proposals to the Trustees in advance of their adoption so that the Trustees may advise the parties on the acceptability of such proposals.

## **TRUSTEE POLICY ON ACCEPTANCE OF EXTENDED, RENEWED, MODIFIED OR REPLACED PENSION AGREEMENTS WHERE EMPLOYER IS ON REFERRAL TO DELINQUENCY COLLECTION ATTORNEYS**

If a Covered Employer has been on referral to the Trust Fund's attorneys for a period of three months or more for collection of delinquent pension contributions due under a Pension Agreement, then the decision of whether to accept as a Pension Agreement any extensions, renewal, modification or replacement of that Pension Agreement shall be made by the Chairman and Co-Chairman/Secretary, acting jointly, rather than by an Area Administrative Office of the Trust Fund.

This Policy shall not apply to an extension, renewal, modification or replacement of a Pension Agreement where the sole reason the Covered Employer is on referral is a delinquency discovered through an examination of the books and records of the Covered Employer by the Trustees or their representatives or resulting from a Trust billing for contribution amounts supplemental to amounts the Covered Employer has reported to the Trust Fund on monthly transmittal report forms.

This Policy is supplemental to, and not in derogation of, the existing authority of the Chairman and Co-Chairman/Secretary to determine whether a collective bargaining agreement or other written agreement qualifies as a Pension Agreement and whether Employer Contributions under such agreement are accepted under the rules and regulations of the Trust Fund.