

HEALTH-ONLY CONTRIBUTION AGREEMENT
BETWEEN EMPLOYER

AND

THE BOARD OF TRUSTEES OF NORTHWEST CARPENTERS
HEALTH AND SECURITY TRUST

WHEREAS, the undersigned Employer wishes to participate in the Northwest Carpenters Health and Security Trust (“the Trust”), to provide health benefits to its non-bargaining unit employees as defined in this Agreement; and

WHEREAS, the Trustees are authorized by the terms and conditions of the Trust Agreement to permit such participation only upon execution by the Employer of a written contribution agreement in a form subject to the Trustees’ approval, and acceptance by the Trustees of this Agreement is solely under the Trustees’ discretion;

NOW THEREFORE, in consideration of the Trustees’ acceptance and approval of this Agreement, the undersigned Employer hereby elects to cover its associate employees, subject to the following terms and conditions:

1. **Eligible Associate Employees/Requirement to Participate** Employees (including owners) of the Employer for whom the Employer makes contributions to the Trust pursuant to this Agreement, are eligible to participate as Associate Employees. The Employer is required to cover all employees not covered by a collective bargaining agreement who work at least 120 hours per month, subject to the optional exceptions provided in paragraph 2 below. Only individuals with a bona fide employment relationship with the Employer are eligible to participate in the Trust. Independent contractors, retired employees, uncompensated owners or family members or other individuals who do not have an ongoing bona fide employment relationship with the employer are not eligible to participate in the Trust pursuant to this agreement. Additionally, employees covered by another collective bargaining agreement or owner-operator agreement are not considered Associate Employees for the purpose of this Agreement.

2. **Optional Exceptions**

a. ***Part-time Employees*** – Employers may elect an hours-worked threshold less than 120 hours per month, but in no event less than 80 hours per month. Employer must report all eligible employees who work the threshold number of hours or more. The same hours-worked provision must apply to all employees. If no election is made, the threshold is 120 hours per month. If you wish to use a different hours-worked requirement, please mark the number of hours which must be worked to be eligible.

[Please fill in]
_____ hours per month

b. ***Temporary/Probationary Employees*** – Employer may choose to exclude temporary/probationary employees for up to the first ninety (90) days of employment. The

maximum time period for which an employee can be excluded as a temporary/probationary employee is ninety (90) days. If no election is made, temporary/probationary employees cannot be excluded. If an employee is excluded as a probationary employee, the same employee cannot subsequently be excluded as a temporary employee.

[Please fill in]

The Employer ___ does / ___ does not exclude probationary employees

d. ***Dependent Children Currently Covered by the Trust*** – Employers can elect to exclude Associate Employees who are currently covered as a dependent child by the Trust (i.e. the employee is a covered dependent of another employee). All other eligible associate employee must be covered regardless of whether they have other coverage.

3. Enrollment/Addition Associate Employees. An Associate Employee must be enrolled within 30 days of commencement of employment or at the end of the applicable probationary period, if elected. To be eligible for enrollment the Employer must provide the Trust with information regarding the Associate Employee's hire date and any other information or documentation the Trust may require.

4. Obligation To Be Signatory

In order to be eligible to cover associate employees in the Trust, the Employer must be signatory to a full-compliance Collective Bargaining Agreement or independent Collective Bargaining Agreement with the Regional Council of Carpenters or its local unions that requires contributions to the Trusts, or a project-only agreement (including Project Labor Agreements or Community Workforce Agreements) that requires contributions to the Trust.

5. Contribution Rate

Employer agrees to make monthly contributions on behalf of eligible associate employees to the Health Trust is the hourly fringe benefit rate for bargaining unit employees under the applicable Collective Bargaining Agreement times 160 hours. Contributions are due the 15th of the month for coverage the following month (i.e. contributions are due December 15th for coverage effective the following January 1st), or by such other due date as may be established by the Trustees. This Agreement shall automatically terminate if the Employer fails to properly and timely make the requirement contributions to the Trust. In the event the Employer is delinquent for 60 days, this Agreement will terminate effective the end of the last day for which contributions were made.

6. Duration of Agreement

a. Except as otherwise provided in b, below, this Agreement may be terminated by the Employer or the Trust upon 60-days written notice.

b. This Agreement also may be terminated by the Trustees immediately, or retroactively to the date of non-compliance, if: (1) the Employer fails to remit contributions when due for its employees; (2) the acceptance by the Trustees of contributions would jeopardize the

tax exempt status of the Trust or be subject to serious question as to the legality of all or any part thereof under applicable law; (3) the application for this Agreement was made under false pretenses, (4) subsequent discovery indicates that the Employer does not meet the eligibility requirements; or (5) the Employer no longer works in the industry as an owner/operator.

7. Agreement to be Bound by Trust Agreements and Plans

The Employer hereby adopts and agrees to comply with all the terms and conditions of the Trust Agreement. The Employer further agrees that all contributions which it makes to the Trust shall be for the exclusive benefit of the associate employees and their beneficiaries and shall be made pursuant to this Agreement, the Trust Agreement and the Trust Plan. The Employer agrees to be bound by all of the obligations of the Trust Agreement, which is available upon request.

8. Audits

The Employer specifically agrees under the Trust Agreement to promptly furnish to the Trustees, on demand, any payroll records, information, data, reports or documents reasonably required for the purposes of administration of the Trust and to be subject to audit by agents of the Trustees, of its financial and other records relating to participation in the Trust.

9. Delinquent Contributions - Additional Liabilities

The Employer further specifically agrees that it will be subject to the additional liabilities set forth in the Trust Agreement providing for payment of audit expenses, attorney fees, interest and liquidated damages on any delinquent contributions as well as any delinquent contributions relating to enrolled owner/operators.

10. Limitation of Trustee Liability

The Employer agrees and understands that the Trustees accept no liability for benefits if contributions not made by the Employer for eligible associate employees.

11. Limitation on Return of Contributions

In the event contributions are made improperly to one or more of the Trusts, or if for any reason, benefits cannot be paid to an owner/operator, the Employer agrees and understands that contributions will NOT be returned to either the Employer or to the owner/operator, except as may be allowed by the Employee Retirement Income Security Act of 1974, as amended.

THIS AGREEMENT is dated this _____ day of _____, 20___, to be effective _____, 20___.

APPROVED:

NORTHWEST CARPENTERS HEALTH AND SECURITY TRUST

EMPLOYER

Name of Employer

By _____

By _____

Its _____

Date _____

Address _____

Phone _____

Date _____