

PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND
Standard Form of Participation Agreement
(Revised effective December 1, 2020)

The undersigned Employer and Union agree that the Employer shall make pension contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the terms of this Agreement on behalf of those Employees who are covered by the Plumbers and Pipefitters National Pension Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of _____, 20____, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Plumbers and Pipefitters National Pension Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	____ per hour	_____
Apprentice	____ per hour	_____
_____	____ per hour	_____
Other - specify		

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Agreement.

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- d) The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit, whom the Employer continues to pay an hourly wage, and on whose behalf the Employer continues to make all other benefit contributions pursuant to the Collective Bargaining Agreement. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.
2. The payments to the Plumbers and Pipefitters National Pension Fund required above shall be made to the "Plumbers and Pipefitters National Pension Fund," which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Agreement, or by signing a Collective Bargaining Agreement providing for participation in the Plumbers and Pipefitters National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust, as that document may hereafter be amended or restated by the Trustees, and by the Rules and Regulations of the Plumbers and Pipefitters National Pension Plan as that document may hereafter be amended or restated by the Trustees. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.
3. It is agreed that the Pension Plan adopted by the Trustees of the said Plumbers and Pipefitters National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer

at all times to treat contributions to the Plumbers and Pipefitters National Pension Fund as a deduction for income tax purposes.

4. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
5. If an Employer fails to make contributions to the Plumbers and Pipefitters National Pension Fund within 20 days of the end of the month during which the work was performed, the Union and/or the Plumbers and Pipefitters National Pension Fund shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
6. The parties agree that this Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is _____, 20____. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Plumbers and Pipefitters National Pension Fund office and, if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

FOR LOCAL UNION NO. _____, UNITED ASSOCIATION

Signed: _____ **Date:** _____

Printed Name and Title: _____

FOR THE EMPLOYER*

Employer Name: _____

Address: _____

Signed: _____ **Date:** _____

Printed Name and Title: _____

* If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

NOTE: If this form is attached to the Collective Bargaining Agreement, it is not necessary to repeat the clause in the Collective Bargaining Agreement. You may instead refer to it in your Collective Bargaining Agreement by stating therein: "The Employer agrees to make contributions to the Plumbers and Pipefitters National Pension Fund in accordance with the Plumbers and Pipefitters National Pension Fund Standard Form of Participation Agreement attached to and made part of this Agreement." Or you may include the language of this form in the body of the Collective Bargaining Agreement; then, the signatures of the parties at the end of that agreement will be sufficient.

(Revised November 2020)