

IBEW 292 HEALTH CARE PLAN
PARTICIPATION AGREEMENT
FOR NON-BARGAINING EMPLOYEES

AGREEMENT by and between _____ (Employer) and the Board of Trustees of the IBEW 292 Health Care Plan (the Plan).

RECITAL:

1. The Plan is an "employee benefit plan" as defined in the Employee Retirement Income Security Act of 1974, as amended (ERISA), which is exempt from federal income taxation, and is established and maintained pursuant to an Agreement and Declaration of Trust (Trust Agreement), originally executed on March 1, 1980 and as subsequently amended and restated from time to time.
2. The Employer acknowledges that the participation by its employee(s) in the Plan under this Agreement is governed by the Trust Agreement and the rules and regulations of the Board of Trustees as permitted by the Trust Agreement whether promulgated heretofore or hereafter. Such documents and rules and regulations are incorporated herein by this reference.

NOW, THEREFORE, it is agreed as follows:

1. Application for Participation in the Plan. The Employer hereby applies to the Board of Trustees for participation in the Plan by its non-bargaining employees listed in the attached Adoption Agreement, and any other present or future employee(s) required to participate by this Agreement.
2. Employee Categories. The present and future non-bargaining employees of Employer shall be placed in three categories for purposes of determining eligibility to participate in the Plan. Those categories are:
 - a. **Excludable Employees:**
 - i) Employees who have not completed three years of service prior to the beginning of the last Plan Year. The Plan Year begins on May 1 of each year. For purposes of this paragraph, a *year of service* is any calendar year in which the employee works at least 1,000 hours for the Employer.
 - ii) Employees who have not attained age 25 prior to the beginning of the last Plan Year. The Plan Year begins on May 1 of each year.
 - iii) Employees who customarily work less than 25 hours per week.
 - iv) Employees who customarily work less than seven months in a calendar year.
 - v) Employees who are included in a unit of employees covered by a collective bargaining agreement between the Employer and a union, if the subject of accident and health benefits was the subject of good faith bargaining between the

Employer and the union.

b. **Waiver Employees:**

- i) Employees who are enrolled in another health care plan, and who sign the Waiver of Coverage form attached as Exhibit B.
- ii) Married employees, both of whom would be covered under this Plan as employees because of this participation agreement and/or any applicable collective bargaining agreement, and who sign the Waiver of Coverage form attached as Exhibit B.

c. **Non-Excludable Employees:**

Each and every one of the Employer's non-bargaining employees not otherwise described in subsections (a) and (b), immediately above. This also includes all employees and former employees receiving COBRA continuation coverage from the employer's other group health plan.

3. Participation in the Plan

The Employer shall enroll its non-bargaining employees for participation in the Plan as follows:

- a. **Excludable Employees:** The Employer may elect to enroll either none or all of its present and future Excludable Employees in the Plan. This one-time election shall be non-revocable.
- b. **Waiver Employees:** The Employer shall enroll its Waiver Employees in the Plan to the extent necessary to insure compliance with all federal laws and regulations regarding participation in the Plan. The Employer shall be required to perform this calculation on a monthly basis and to certify to the Plan Administrator on each contribution reporting form that the Employer has complied with those testing and contribution requirements.

Waiver employees who subsequently lose their status as a Waiver employee shall be allowed to enroll in this Plan without proof of insurability for a period of 31 days following the date Waiver employee status was lost.

- c. **Non-Excludable Employees:** The Employer shall enroll each and every Non-Excludable Employee for participation in the Plan.

4. Employer's Warranties

The Employer hereby warrants that all of its Non-Excludable Employees employed as of the date of this Agreement are included as enrollees on the Adoption Agreement annexed hereto as Exhibit A. Such employees shall be eligible for participation in the Plan only for so long as they are employed by the signatory Employer and according to the terms of this Agreement. The Employer further warrants that all Non-Excludable Employees hired after the date of this Agreement shall be immediately enrolled to participate in the

Plan.

The Employer further warrants that it has fully and accurately completed the Adoption Agreement attached to this Agreement.

The Employer further warrants that it shall provide immediate notice of any change in an employee's status which would render any of the above warranties materially false. The Employer will also notify the Plan of information affecting an employee's eligibility, including, but not limited to, change in employment classification and the hire and/or termination of covered employees, to the Plan Administrator, Ms. Jody Roe-Hardie, IBEW 292 Fringe Benefit Funds, 5100 Gamble Drive, Suite 430, St. Louis Park, MN 55416, and, the Employer warrants that it will timely provide, upon request by the Trustees or their agent, all information necessary for the Plan to complete statistical testing (for non-discrimination testing and other similar matters) as may be required now or hereafter by federal law.

The Plan's obligation to allow participation shall not commence in respect to new employees unless and until such notice is given. Breach of these warranties or failure to provide such notice shall constitute grounds for the immediate termination of this Agreement. Further, any fraudulent statement or omission of material information by the Employer may constitute just cause for the termination of this Agreement and cancellation of further participation by the Employees enrolled hereunder.

5. Commencement of Eligibility. An enrolled employee shall be eligible to commence participation in the Plan on the first day of the calendar month following the Employee's commencement of employment. Participation will not commence, however, unless and until the Employer has notified the Plan of the employee's employment and the Employer has paid the first required contribution.

6. Loss of Eligibility. Employees shall cease active participation under the Plan under the following circumstances:

- a. Eligibility shall terminate as of the last day of the calendar month in which notification is provided to the Employer that the Plan has exceeded or is in danger of exceeding restrictions of any applicable federal statutes or regulations.
- b. Failure by the Employer to remit contributions to the Plan under the following circumstances:
 - i) If an employer fails to remit employer- or employee-provided contributions required on behalf of an employee, then the eligibility of the employee shall terminate at the end of the calendar month for which contributions were last made.
 - ii) Eligibility of employees of employers whose delinquent accounts have been placed for collection in accordance with the Plan's regular procedures shall, notwithstanding the above, be subject to immediate notice of termination.
 - iii) Reinstatement of active participant status following termination shall be determined according to the terms of this Agreement and the Plan Document.

- c. Violation by an employer or employee of the terms of this Agreement shall result in the cessation of participation at the end of the calendar month in which notification by the Trustees is provided to the offending party.
- d. Except as modified herein, participation by employee shall be maintained and terminate in accordance with the Agreement and Declaration of Trust, Plan Document, and Trustees' rulings and regulations as applicable to all other participants.
- e. Except in accordance with these rules, the participation of an employee shall be presumed to continue unless and until the employer notifies the Plan Administrator in writing that the Employee is no longer employed or no longer qualifies for participation. In the absence of such notification, the employer shall remain responsible for the payment of contributions on behalf of employees.

7. Benefits Available. Enrolled employees shall be provided the same benefits under the same conditions as offered by the Plan to other participants, except as otherwise noted herein.

8. Applicability of Trust Agreement and Trustees' Rules and Regulations. The Employer ratifies and confirms the terms of the Trust Agreement and hereby agrees to be bound by all provisions of it and of the Trustees' rules and regulations there under, whether promulgated heretofore or hereafter and to each and every act and thing as required and provided for therein and as required by this Agreement. The Employer further consents to the appointment of the Trustees heretofore designated and ratifies, approves, and consents to all matters occurring heretofore in connection with the creation and administration of the Plan pursuant to the Trust Agreements. By execution of this Agreement the Employer shall neither add to nor detract from its right as heretofore existing to make or participate in the making of appointments to the Board of Trustees.

The terms of the Trust Agreement and the Plan Document presently existing or hereafter amended or implemented shall apply to the Employer and the employees who become participants in the Plan by virtue hereof as fully as they do to all other employers and participants of the Plan, unless otherwise indicated herein.

Remittance of Contributions. The Employer agrees to contribute monthly to the Plan on behalf of each enrolled employee the following premiums:

	<u>EEF.7/1/02</u>	<u>EEF.8/1/04</u>
for health care, dental, and vision coverage	\$830	\$987
for health care, dental, and vision coverage plus disability coverage	\$835	\$992
for health care, dental, and vision coverage no life or loss of time	\$825	\$982

or such amount and on such terms as may be established hereafter by the Board of Trustees from time to time. Alterations to the amount of required contributions as enacted by the Board of Trustees shall be effective as of the first day of the calendar month following issuance of notice of such alteration by the Plan to the Employer. Contributions shall be remitted to the Plan's Administrator together with a remittance report on forms to be provided by the Plan Administrator. The Employer shall be responsible for collecting and timely remitting any

employee-derived contributions in addition to Employer's own contributions to the Plan.

The Board of Trustees of the Plan in accordance with the Trust Agreement and their rules and regulations, shall be entitled to examine the Employer's payroll records on the same basis as they are authorized so to do in respect to other covered employees. Coverage of employees shall be effective for the month following the month in which the contributions are paid. Contributions shall be due and payable on the first day of each month.

The Trustees' acceptance of contributions on behalf of employees is expressly made contingent upon the Employer's timely and proper remittance of contributions on behalf of its employees participating in the Plan pursuant to collective bargaining agreement. Failure to so remit shall cause participation of non-bargaining employees to immediately cease, except as otherwise required by law.

The Trustees shall have absolute discretion to alter the amount of contributions to be paid, or to cease coverage for some or all non-bargaining personnel as they shall deem necessary or appropriate.

10. Approval of Board of Trustees Required. Participation in the Plan shall be available upon the approval by the Board of Trustees of this Participation Agreement, and provided further, that all employees have been properly identified in the Adoption Agreement completed by the employer.

11. Termination of Agreement. This Participation Agreement shall become effective as of its acceptance by the Trustees of the Plan and may be terminated upon 30 days written notice of the intention to terminate furnished by either party to the other, or as otherwise provided in this Agreement and the Trustees' rules and regulations. This Agreement shall continue in full force and effect until terminated in accordance with the above-stated rules.

Upon termination of this agreement under this or any other provision, the employees of the employer shall no longer be eligible for benefits under the Plan, whether those benefits are provided to active employees or employees receiving continuation coverage under the Plan.

Dated this ____ day of _____, 2003.

IBEW 292 HEALTH CARE PLAN

By: _____
Its Chairman

By: _____
Its Secretary

Employer _____

By: _____
Its: _____

PART II: Employee Data

Instructions: All Employees of the company must be identified in this section. This includes employees and former employees who currently are enrolled for continuation (COBRA) coverage in the employer's health care plan. Such employees should be included in subpart C, Non-Excludable Employees. Other employees who could be placed in more than one category should be placed only in the first category listed in which they satisfy the criteria. For example, an employee who is only 21 years of age and who works part-time should be included only in subsection (b) of the excludable employee list.

Please attach additional sheets of paper if necessary, and clearly identify category(ies) and other required information for the employees listed on those sheets.

A. Excludable Employees:

Please provide the requested information for the following employees.

1. Employees who have not completed three years of service prior to the beginning of the last Plan Year. The Plan Year begins on May 1 of each year. A *year of service* is any calendar year in which the employee works at least 1,000 hours for the Employer.

Name	Social Security #	Address	Date of Birth	Phone#
_____	_____	_____	_____	
_____		_____		
_____	_____	_____	_____	
_____		_____		
_____	_____	_____	_____	
_____		_____		
_____	_____	_____	_____	
_____		_____		
_____	_____	_____	_____	
_____		_____		
_____	_____	_____	_____	
_____		_____		

PART III: Election to Cover Employees

Instructions: In this section you must choose which categories of employees you intend to have covered by the Plan. **Non-excludable Employees are automatically enrolled in the Plan.** You should remember that any employees who qualify for a different category after this date must be enrolled in the Plan if they move to a category you have chosen to include in the Plan.

Before you mark your final selections in this part, please complete the computations in Part IV to assure that your selection will be accepted by the Plan Trustees.

The following employees will be covered by the IBEW 292 HEALTH CARE PLAN.

- Excludable Employees
- Waiver Employees
- Non-Excludable Employees

PART IV: Non-discrimination Computation

Instructions: Federal regulations provide that health care plans may not be sued to discriminate against certain types of employees. Please complete this section of the Adoption Agreement in order to assure the participation in the Plan by your employees will not violate those regulations.

What is the total number of employees you have identified as Excludable employees in Part II (A), above? _____

What is the total number of employees you have identified as Waiver Employees in Part II (B), above? _____

What is the total number of employees you have identified as Non-Excludable Employees in Part II (C), above? _____

D. Add the numbers from lines B and C together. _____

Divide the number from line C by the number from line D. The result should be 1 or less. _____

If the number on line E is equal to or greater than .75, you need only enroll your Non-Excludable Employees in order to satisfy the non-discrimination requirements. You may, however, enroll each of your company's Excludable and/or Waiver employees as well.

If the number on line E is less than .75, you have too many Excludable or Waiver employees compared to the number of Non-Excludable Employees. You will need to enroll one or both categories of these employees in the Plan in order to satisfy these requirements. You should perform the calculations again, but add lines A and C together, then divide by line D. If the result is more than .75, you would pass the test if you enrolled both Excludable and Non-Excludable Employees in the Plan. You can also do this test for Waiver Employees by adding together lines B and C, then dividing by D.

PART V: Contributions for Coverage

The cost to cover your employees in the Plan is \$_____ per month per employee. Contributions are due at the Plan Administrator's office no later than the **1st** day of each month.

PART VI: Employer Certification

I hereby certify that the above information is true, complete and correct to the best of my knowledge and is offered in support of the Employer's request for participation in the Plan by specified categories of employees.

EMPLOYER: _____

By: (name) _____

Its: (title) _____

Waiver of Coverage

Employee: _____

Address: _____

S.S.N. _____

I hereby waive coverage under the IBEW 292 HEALTH CARE PLAN. I am entitled to waive such coverage because: (check one)

_____ My spouse is covered under the Plan, and I am therefore covered as a dependent.

_____ I am covered by another plan of benefits.

I understand that if I lose the coverage described above I can elect to enter the IBEW 292 HEALTH CARE PLAN without proof of insurability if I enroll within thirty-one (31) days of losing coverage. I further understand that I will be subject to all Plan rules regarding eligibility and benefits in effect at the time I enroll.

Dated this ____ day of _____, 2005.

Signature: _____

opeiu#12

EMPLOYEE INFORMATION SHEET

ALL INFORMATION MUST BE COMPLETED

Employer _____

—

New employee or Address Change

Please check one:

- Commercial Wireman
- Commercial Apprentice
- Office Employee
- Limited Energy Technician
LEVEL **1 2 3 4 5 6 JT FT GF** (circle one)
- Limited Energy Installer
LEVEL **1 2 3 4 5 SI** (circle one)
- Summer Helper
 - Residential Trainee

Employee Social Security Number: _____

Employee Name: _____

Address: _____

—
city state zip
Phone Number: _____

Date of Birth: _____