

ALUMNI PARTICIPATION AGREEMENT

This Participation Agreement is entered into between the Plumbers, Pipefitters & Mechanical Equipment Service Local Union No. 392 Health & Welfare Fund; the Plumbers, Pipefitters & Mechanical Equipment Service Local Union No. 392 Pension Fund; the Plumbers, Pipefitters & Mechanical Equipment Service Local Union No. 392 Supplemental Unemployment Benefit Trust; the Plumbers, Pipefitters & MES Local Union No. 392 Education Trust Fund, (collectively referred to as the "Trust Funds"), the Plumbers and Pipefitters & MES Local Union No. 392 U.A. ("Union"); and _____ ("Company").

The Company is signatory to the Collective Bargaining Agreement between the Union and the Mechanical Contractors Association of Cincinnati;

Pursuant to the Collective Bargaining Agreement, the Company is bound to pay contributions at specified rates to the Trust Funds on behalf of bargained employees based on their historical Classification (e.g. Plumber/Pipefitter Journeyman or Apprentice; MES Journeyman, Serviceman or Apprentice and Residential Service Technician);

The Company has certain employees who were previously working under the Collective Bargaining Agreement but are now non-bargaining unit employees ("Alumni Employees"); and

The Company desires to pay contributions on behalf of the Alumni Employees based on their historical Classification so that their accrual and/or eligibility for benefits continue.

It is agreed as follows:

1. The Company shall pay contributions to the Trust Funds on behalf of the Alumni Employees listed on the attached Exhibit(s). Contributions to the Trust Funds shall be at the contribution rates specified for the applicable historical Classification in the Collective Bargaining Agreement, as it is amended from time to time. The Company shall pay monthly contributions to the Trust Funds on behalf of each Alumni Employee for every hour worked or paid, but in no case less than a minimum of 1,952 hours on an annual calendar year basis.
2. To the extent the reported and paid contributions on behalf of any Alumni Employee is less than 1,952 hours at the end of any given calendar year, the Company shall pay the deficiency upon notification from the Fund Office. The Fund Office shall, when feasible, send the Company a quarterly statement that shows the number of hours contributed on behalf its Alumni Employees as of the statement date to enable the Company to track its annual obligation throughout the calendar year.
3. The Company's obligation to contribute on behalf of any Alumni Employee(s) listed on the attached Exhibit(s) shall terminate upon the Company's written notification sent certified mail to the Fund Office stating that the Alumni Employee is no longer employed by the Company. However, the Company is prohibited from

re-adding any Alumni Employees whose participation was previously terminated if the Alumni Employee experienced more than a six month gap in coverage under the Plumbers, Pipefitters & Mechanical Equipment Service Local Union No. 392 Health & Welfare Fund.

4. The Trust Funds shall prorate the 1,952 obligation under paragraph 2 by 365 days for Alumni Employees that are employed by the Company for less than a full calendar year. For purposes of this calculation, periods of Alumni Employee vacation and leave count towards determining the total number of days an Alumni Employee was employed by the Company.

For example: Alumni Employee is terminated from ABC Company on June 15, 2015. The Funds' auditor conducts a payroll compliance audit for the period of January 1, 2015 through June 30, 2015. The terminated Alumni Employee was employed 166 days during 2015, during which the Employee took 14 days of medical leave and 7 days of vacation time. For purposes of calculating the prorated amount, the total number of days of employment is used without deducting days for medical leave or vacation. The minimum number of hours that ABC Company must contribute on behalf of the terminated Alumni Employee for 2015 is 878.

$$166 \text{ (total days employed in 2015)} / 365 \text{ (total days)} = 0.45$$
$$0.45 \times 1,952 \text{ (minimum hours)} = 878 \text{ (prorated minimum number of hours)}$$

5. For payroll compliance audits conducted of partial calendar years, the auditor shall prorate the obligation under paragraphs 1 and 2 by 365 days as described above. For purposes of calculating deficiencies owed under this Agreement for partial calendar years, the auditor shall only consider actual hours worked. However, the Employer is still obligated to pay any deficiencies owed under paragraphs 1 and 2 at the end of the calendar year. For purposes of calculating any deficiencies owed under this Agreement for a full annual calendar year, the auditor shall consider actual hours worked or 1,952, whichever is greater.
6. The Company shall be bound to the Agreement and Declaration of Trust of each of the Trust Funds with respect to the Alumni Employees.
7. Participating Alumni Employees may – but are not required to do so as a condition of employment – authorize the deduction of union dues check-off by signing a valid dues check-off card. For Alumni Employees who have so authorized deductions, the Employer is required to deduct from the wages and remit the union dues to the Union pursuant to the procedures of the Collective Bargaining Agreement.
8. The Trust Funds shall allow the Alumni Employees to participate according to their historical Classification and the Alumni will continue to accrue benefits based on the hours of service reported and paid in accordance with the Plan Document of each of the Trust Funds.

9. Contributions for each individual listed in the attached Exhibit(s) shall continue – absent 60 days advance written notice of cancellation by any party given to the other via U.S. Certified Mail – as long as those listed individuals remain employed by the Company and the Company remains signatory to a Collective Bargaining Agreement with the Union. Additional Alumni may be added only upon: (1) execution of additional exhibits (e.g., Exhibit B, C, etc.) identifying those individuals and their respective effective dates; and (2) submission of additional acknowledgement forms as required under paragraph 3 for each such additional Alumni.

TRUST FUNDS

By:
Title:
Date:

COMPANY

By:
Title:
Date:

UNION

By:
Title:
Date:

EXHIBIT A

ALUMNI

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

Name: _____ SS# _____

TRUST FUNDS

COMPANY

Initial

Initial