

**CONTRACTOR'S AGREEMENT TO CONTRIBUTE ON  
BEHALF OF ALUMNI OWNERS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between \_\_\_\_\_, a Company existing under the laws of the State of \_\_\_\_\_ (hereinafter referred to as "Contractor") and the Plumbers' Welfare Fund, Local 130, U.A., Plumbers' Pension Fund, Local 130, U.A., Plumbers' Retirement Savings Fund, Local 130, U.A., The Trust Fund For Apprentice And Journeyman Education And Training; Local 130 United Association per capita and dues check off, and either the PAMCANI Industry Fund, WSA Industry Fund or PCA's Industry Fund (hereinafter referred to as "Contributory Entities").

WHEREAS, Contractor is bound by a Collective Bargaining Agreement with Chicago Journeyman Plumbers' Local Union 130, U.A. ("Local 130") and acknowledges that such agreement is presently in force and effect; and

WHEREAS, Contractor wishes to make contributions to the Contributory Entities on behalf of individuals who possess an ownership interest in the Contractor and are outside of the bargaining unit represented by Local 130 U.A. ("Owners") but who are Alumni Employees; and

WHEREAS, Contractor wishes to enter into a written agreement to establish its rights and obligations to make contributions to the Contributory Entities, as defined herein, and to establish a written basis for contributions to the Contributory Entities on behalf its Owner(s);

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

**SECTION I  
DEFINITIONS**

For purposes of this Agreement, the following terms shall have the definition set forth in this Section:

1.1 **Alumni Employees**: Individuals who were formerly eligible for benefits from the Contributing Entities by reason of working in covered employment with Local 130, but are faced with the loss of eligibility by reason of leaving such work and going into business as a Local 130 corporate plumbing contractor.

1.2 **Collective Bargaining Agreement**: An agreement between the Contractor and the Chicago Journeyman Plumbers' Local Union 130, U.A. governing wages and conditions of employment for plumbers.

1.3 **Contractor**: A company that performs Plumbing Work within the territorial and occupational jurisdiction of Local 130 as defined in the Contractor's Collective Bargaining Agreement with Local 130, and who is currently signatory to a collective bargaining agreement with the Union.

1.4 **Contributory Entity**: Refers to the any one of the Plumbers' Welfare Fund, Local 130, U.A. (including the Retiree Medical Plan), Plumbers' Pension Fund, Local 130, U.A., Plumbers' Retirement Savings Fund, Local 130, U.A., The Trust Fund For Apprentice And Journeyman Education And Training; Local 130 United Association per capita and dues check off, and either the PAMCANI Industry Fund, PCA's Industry Fund, or WSA Industry Fund who will receive contributions under this Agreement.

1.5 **Local 130 or Union**: Refers to the Chicago Journeyman Plumbers' Local Union 130, U.A., AFL-CIO.

1.6. **Owner**: Any person who possesses an ownership interest greater than 10% of the Contractor.

1.7 **Plumbing Work**: Work assigned by the Contractor to Local 130 bargaining unit member pursuant to its Collective Bargaining Agreement.

## SECTION II OBLIGATIONS AND REPRESENTATIONS OF CONTRACTOR

2.1 **Reporting**: Contractor acknowledges and agrees that it will report and contribute to the Contributory Entities on behalf of the following Owner(s) who is(are) also an Alumni Employee(s) of the Contributory Entity.

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The Contractor agrees to contribute on behalf of said Owners to the following Contributory Entities: (check all applicable boxes)

- Health and Welfare
- Pension
- Retirement Savings
- I will contribute to all Contributory Entities, including the Pension, Retirement Savings, and Health and Welfare Funds.

Contractor understands that this election shall remain binding through the existing Collective Bargaining Agreement but may be changed for the next Collective Bargaining Agreement by submitting an alternate election to the Union and the Data Center prior to the next Collective Bargaining Agreement.

(a) All contributions required under this Agreement are due no later than the 1st day of the month following the month for which contributions are due. Contributions shall be considered late if not received by the 15th day of the month following the month for which contributions are due.

(b) The Contractor will contribute the hourly rate required for contributions to each of the respective Contributory Entities as required by its Collective Bargaining Agreement as renewed from time to time, for a minimum of thirty-two (32) hours per week or all hours worked, whichever is greater.

2.2 **Adoption of Trust Agreements or Governing Documents:** Contractor acknowledges and agrees that it, by execution of this Agreement, adopts and agrees to be bound by the provisions of the applicable Agreements and Declarations of Trust and/or governing documents establishing each of the Contributory Entities, as amended from time to time, and to all of the rules and regulations adopted thereunder.

2.3 **Acceptance of Trustees:** Where applicable, the Contractor acknowledges and agrees to accept as Employer Trustees the present Employer Trustees appointed under the Trust Agreement. Contractor acknowledges and agrees to accept all such past and succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

2.4 **Enforcement:** The Contributory Entities may, for the purpose of collecting any payments required to be made under the Contractor's Collective Bargaining Agreement, including charges and costs, seek any appropriate legal, equitable, or administrative relief. The arbitration provisions contained in the Contractor's Collective Bargaining Agreement shall have no application to this Agreement or any matter covered under it. In the event it becomes necessary to commence any legal, equitable or administrative action for any of the purposes set forth in this Agreement, the Contractor shall be obligated to pay to the Contributory Entities reasonable attorneys' fees, audit costs, and other costs and disbursements incurred in connection with any such action.

2.5 **Grandfather Rights:** If the Contractor had an alternate participation agreement prior to June 1, 2014, and wishes to continue with the terms of that prior participation agreement, please attach a signed copy of the prior agreement to this agreement and return this agreement to the Union and Data Center. Contractor will then be allowed to continue to participate under the terms of the prior participation agreement through the end of the current CBA.

2.6 **Conformance with Internal Revenue Code:** It is agreed that the Contributory Entities shall conform to the requirements of the internal Revenue Code so as to enable the Contractor to treat contributions to the application fund as a deduction for income tax purpose. The Contractor agrees that the participation of the Owner(s) is conditioned on its compliance with the minimum coverage and nondiscrimination requirements of Sections 401(b) and 401(a)(4) of the Internal Revenue code. The Contractor agrees to provide the information or certification required by the Pension Fund and/ or Profit Sharing fund to show its compliance with these requirements and to verify that the proper amount of contributions has been made. The Contractor agrees that the participation of the Owner(s) will terminate automatically as of the end of the Plan year prior to a plan year for which it fails to comply with the minimum coverage and nondiscrimination requirements or for which it fails to provide the information or certification requested by the Trustees of the Pension Fund and Retirement Savings Fund.

2.7 **Provision of Required Information:** Contractor acknowledges and agrees that it will promptly provide, upon request by the Contributing Entities, any information needed by the Contributing Entities in order to allow the Contributing Entities to provide benefits to the Owner-Alumni Employees and to monitor Contractor's compliance with the terms of this Agreement.

2.8 **Health and Welfare Fund:** Eligibility for any person shall be determined by the terms of the Health and Welfare Plan and related Trust Document. Coverage of an Owner-Alumni Employee under the Welfare Fund will have to commence concurrently with the individual losing eligibility as a bargaining unit employee under the Welfare Fund. In general, an Owner-Alumni Employee covered by this Agreement shall become eligible the first day of the month following receipt of the first contribution payment. An Owner-Alumni Employee may use his hours bank, if any, for the first month of coverage pursuant to this Agreement to avoid any gaps in coverage. Thereafter, the remaining balance of the hour bank will be reserved until after the termination of all governing Participation Agreements.

### SECTION III COMMENCEMENT AND TERMINATION OF PARTICIPATION

3.1 **Commencement of Participation:** Notwithstanding anything contained in a Contributory Entities' Trust Agreement and Plan documents, and/ or governing document to the contrary, the eligibility of an Owner under this Agreement will commence as of the first day of the month following the month the Contributory Entities accept the Contractor's election to cover the Owner(s), provided contributions are timely paid on the Owner's behalf for that month.

3.2 **Termination:** Upon written notice specified herein, this Agreement will terminate as of the first day of the month following the expiration of the Collective Bargaining Agreement in which notice of termination of participation is given. In the event of a breach of this Agreement or the Collective Bargaining Agreement, permanent termination of Contractor's business or the Contractor's bankruptcy, insolvency, or the making by Contractor of any general arrangement or assignment for the benefit of creditors, the Contributory Entities may terminate this agreement as of the first day of the month after notice of termination is mailed to the contractor.

3.3 **Rights Upon Termination:** Upon termination of this Agreement, the eligibility of an Owner eligible hereunder shall terminate. Any exercise of the Contributory Entities' right of termination shall not impair any of their rights under this Agreement. Upon any termination or withdrawal, no Owner shall have a right to recover contributions made pursuant to this Agreement, nor will any Owner have any right or entitlement to any surplus reserves accruing to and held by any Contributory entity as a result of Contractor's participation.

### SECTION IV GENERAL PROVISIONS

4.1 **Assignment of Rights:** Contractor shall not assign any of its rights under this Agreement without the prior written consent of the Contributory Entities.

4.2 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois to the extent they are not inconsistent with the rights and obligations established under the Employee Retirement Income Security Act of 1974, where applicable.

4.3 **Counterparts:** This Agreement may be executed in two counterparts each of which shall be deemed an original and all of which together shall constitute one document.

4.4 **Interpretation:** Whenever the context so requires in this Agreement, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders.

4.5 **Partial Invalidity:** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected by such invalidity or unenforceability, unless such provision or such application of such provision is essential to this Agreement.

4.6 **Modification in Writing:** This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.

4.7 **Notices:** All notices or other communications required or permitted to be given to a party to this Agreement shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by an overnight express courier service that provides written confirmation of delivery to such party at the following respective addresses. Each such notice or other communication shall be deemed given, delivered, and received upon its actual receipt:

To the Contributory Entities:

Terry J. Musto, Administrator  
Plumbers' Fringe Benefit Funds,  
Local 130, U.A  
1340 W. Washington Blvd.  
Chicago Il, 60607

To the Contractor: (If Different Than  
Entity Signing This Agreement)

(Name) \_\_\_\_\_  
(Company) \_\_\_\_\_  
\_\_\_\_\_  
(Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION V**

**ACCEPTANCE**

**EXECUTED AS AGENT ON BEHALF OF THE CONTRIBUTORY ENTITIES:**

Plumbers Local 130 Benefit Funds  
Data Center, LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ON BEHALF OF THE CONTRACTOR:**

(Name) \_\_\_\_\_

(Address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_