

PARTICIPATION AGREEMENT

Between the

Laborers' National Health & Welfare Fund And

WHEREAS, the undersigned Employer and the undersigned Union have agreed through collective bargaining to apply for participation in the Laborers' National Health and Welfare Fund (the "Fund") to provide coverage for certain employees of the Employer; and

WHEREAS, the Board of Trustees of the Fund is willing to accept the Employer into the Fund as a Contributing Employer pursuant to the terms of this Participation Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein, the Employer, the Union and the Fund agree as follows:

1. The terms of this Participation Agreement shall supersede any and all other agreements between the Employer and the Union regarding the Fund, contributions to it and benefits from it.
2. Commencing with the **the ____ day of _____ 20____**, the Employer agrees to contribute to the Fund for each employee of the Employer in the following classification(s):
 - [] employees covered by the collective bargaining agreement between the Union and the Employer
 - [] other employees of the Employer classified as follows [describe]:
3. Each such employee shall be covered by the following benefit plan(s) offered by the Fund, subject to the plans' eligibility rules and the Fund's right to withhold payment of benefits in the event that the Employer fails to make the contributions required hereunder or otherwise defaults on its obligations hereunder.

The following contribution rates are in effect as of _____, **20____** and shall remain in effect unless and until changed by the Board of Trustees pursuant to the terms of the Standard Participation Agreement.

Plan I:

[] \$ _____ contribution rate per hour

[] \$ _____ contribution rate per month

Plan II:

[] \$ _____ contribution rate per hour

[] \$ _____ contribution rate per month

NOTE: The Board of Trustees reserves the right to require higher rates of contributions for some groups where dictated by expected or actual claims experience.

4. Contributions to the Fund for each such employee shall be made by the Employer in accordance with the one contribution formula selected below:

[] For each hour or portion thereof for which each such employee receives compensation from the Employer, the Employer shall contribute \$ _____ to the Fund. This includes hours of paid leave, vacation, holidays, sick leave, and all other hours for which the employee receives pay from the Employer. Such a contribution shall also be made by the Employer to the Fund for periods of unpaid leave by an employee if, and only if, required by applicable law.

OR

[] For each month or portion thereof for which each such employee receives compensation from the Employer, the Employer shall contribute \$ _____ to the Fund. This includes days or portions of days of paid leave, vacation, holidays, sick leave, and all other days or portion of days for which the employee receives pay from the Employer. Such a contribution shall also be made by the Employer to the Fund for periods of unpaid leave by an employee if, and only if, required by applicable law

5. Contributions to the Fund for an employee shall commence with the employee's first day of employment in the classification(s) described here in above.

6. Contributions to the Fund shall be due on a monthly basis and specifically by the twentieth (20th) day of the first month following the month during which the contributions accrued, unless otherwise expressly required by the Fund's Board of Trustees. The Employer shall also submit to the Fund on a monthly basis such contribution reports as the Board of Trustees may require to calculate or verify the amount of contributions owed (if any) for the preceding month. Such reports shall be submitted to the fund on the same schedule as contributions, and shall be submitted even if the employees performed no work and no contributions are owed to the Fund for the month covered by the report.

7. The Fund shall have the right and authority to have a certified public accountancy firm audit the payroll and other records of the Employer for purposes of verifying the accuracy of the contributions made to the Fund by the Employer verifying employee eligibility, and other purposes necessary for administration of the Fund. the Employer and the Union also agree to provide the fund with any and all truthful information necessary for administration of the Fund.

8. All contribution payments shall be made payable to the "Laborers' National Health and Welfare Fund".
9. An Employer which fails to submit contributions or contributions reports to the Fund when due shall be considered in default and shall be subject to charges for interest, liquidated damages, attorneys fees, costs, audit fees, and other costs of collection in accordance with the Fund's Agreement and Declaration of Trust. The Fund shall have the right to take any and all lawful action to secure payment of contributions and submission of contribution reports due from an Employer in default, including the commencement of legal proceedings against the Employer and others acting on its behalf. The employer's obligations with respect to the Fund shall not be subject to any grievance or arbitration procedure provided under the Employer's collective bargaining agreement or any other agreement with the Union. The Union shall have the right to take whatever steps it deems necessary to secure compliance with this Participation Agreement by the Employer.
10. Notwithstanding the foregoing, the Fund's Board of Trustees shall have the right to modify the contribution rates required to maintain a particular level of benefits during the term of this Participation Agreement. If the Board of Trustees exercises that right, the Employer shall have the right to terminate this Participation Agreement subject to any bargaining or other legal obligations it may owe to the Union. This Participation Agreement shall not be deemed terminated under the terms of this paragraph until written notice thereof is received in the office of the Fund's Administrator.
11. The Employer and the Union agree to accept, be bound by and comply fully with the terms of the Fund's Agreement and Declaration of Trust dated May 1, 2001, including all amendments heretofore or hereafter adopted. The Employer shall evidence its agreement in this regard by signing a copy of that Agreement and Declaration of Trust.
12. This Participation Agreement shall remain in effect for the duration of the current collective bargaining agreement between the Employer and the Union, plus the duration of any renewals or extensions thereof which provide for participation in the Fund; subject to the right of the Employer to terminate under paragraph 10, above, and subject to the right of the Board of Trustees to expel the Employer from the Fund under the Agreement and Declaration of Trust. In the event that the Union's collective bargaining agreement with the Employer expires and is not extended or renewed, this Participation Agreement nonetheless shall continue in effect for such duration as is required by applicable law. In no event shall the termination of this Participation Agreement relieve the Employer of its obligations hereunder which accrued during the term of this Participation Agreement, including its obligation to make contributions and submit reports or forms for months prior to termination of this Participation Agreement.
13. The current collective bargaining agreement between the Union and the Employer expires on the _____ day of _____, 20_____.

14. This Participation Agreement shall not be effective unless and until signed on behalf of the Fund by the Fund's Administrator.

For the Employer:	
(Name of Employer)	_____
(Address of Employer)	_____
(Authorized Officer's Name)	_____
(Authorized Officer's Title)	_____
(Authorized Officer's Signature)	_____
(Date of Signature)	_____
(Location of Covered Sites)	_____
For the Union:	
(LIUNA Local Union or District Council)	_____
(Authorized Officer's Name)	_____
(Authorized Officer's Title)	_____
(Authorized Officer's Signature)	_____
(Date of Signature)	_____
For the Fund:	
(Signature of Administrator)	_____
(Name of Administrator)	_____
(Date of Signature)	_____