

## RESILIENT FLOOR COVERING PENSION TRUST FUND

---

### PARTICIPATION AGREEMENT FOR “ALUMNI” EMPLOYEES OF CORPORATE EMPLOYERS OBLIGATED TO CONTRIBUTE TO **THE RESILIENT FLOOR COVERING PENSION PLAN**

The undersigned (Employer) is party to collective bargaining agreement requiring contributions to the Resilient Floor Covering Pension Plan on behalf of its bargaining unit employees. The Trustees of the Plan have agreed that the employer also may contribute on behalf of non-bargaining unit employees subject to the terms and conditions set fourth below.

In consideration of the Trustees’ acceptance for participation in the Fund of the Employer’s non-bargaining “Alumni” employees, the Employer agrees as follows:

1. The Employer hereby certifies that it is a corporation. The Plan does not accept contributions on behalf of non bargaining unit employees if the employer is a partnership of sole proprietorship. The Employer shall immediately inform the Plan if it ceases to be a corporation.
2. The Employer hereby adopts the Trust Agreement providing for the Plan and agrees to be bound by terms thereof and by any amendments thereto, and by all administrative rules and policies of the Trust and Plan.
3. For purposes of this participation agreement, the following conditions shall apply:
  - a. The Employer makes contributions to the Pension Fund for at least **1500** hours of actual work in covered Employment on behalf of his or her Bargaining Unit Employee during each calendar year in which the Alumni Participate.
  - b. The Employer contributes on behalf of all the employees who are eligible to participate as Alumni.
  - c. The Employer signs a written participation agreement.
  - d. An alumnus is a non-bargaining employee who receives the same benefits under this plan as a Bargaining Unit Employee, Alumnus, an employee must have earned at least one Contributory Benefit unit under the Plan while a Bargaining Unit Employee and at least one-half (1/2) of his or her total hours of service in the current Plan Year, or a prior calendar year must be worked as a Bargaining Unit Employee.
  - e. Contributions for Alumni shall be made on the same basis as for the Bargaining Unit Employees in the Alumni local union area.
4. The Employer acknowledges that the number of former bargaining unit employees who may participate in the Plan and be treated as collectively bargained employees is

limited. The Employer agrees that in order to comply with this limitation participation is subject to formal approval by the Board of Trustees.

5. The Employer hereby agrees to make available to the Trustees or their agents upon reasonable notice all books, records and papers necessary to conduct an audit to verify that contributions required by this agreement have been made.
6. This agreement is effective for hours worked on or after \_\_\_\_\_. It shall remain in effect until terminated in writing by either party.

For: \_\_\_\_\_

Name of Company

Incorporated: \_\_\_\_\_

State

Date

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

Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ACCEPTED:

Board of Trustees  
Resilient Floor Covering Pension Plan

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date