

Northern California Glaziers, Architectural Metal and Glass Workers Pension Trust Fund & Northern California Glaziers Individual Account Retirement Plan

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NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL METAL AND
GLASS WORKERS PENSION PLAN
AND INDIVIDUAL ACCOUNT RETIREMENT PLAN
ALUMNI SUBSCRIPTION AGREEMENT

Dated: January 2017 and replaces all undated and earlier versions

This Agreement is subject to prior approval of the Board of Trustees, or its agent, before contributions are accepted.

(1) Contribution Obligation

Effective _____, the undersigned Employer agrees to contribute to the Plans checked below on behalf of its Full-Time Alumni. An Employer may elect to contribute on behalf of all or some of its Alumni. Employer will contribute to the following Plans:

- _____ Northern California Glaziers, Architectural Metal and Glassworkers Pension Plan
- _____ Glaziers Individual Account Retirement Plan

(2) Definition of Full-Time Alumni

- a. The term "Full-Time" refers to persons who work for the undersigned Employer as employees at least an average of 30 hours per week at the location of the Employer, and earn at least the minimum wage.
- b. The term "Alumni" has the same definition for purposes of this agreement as it does in the Plans, as it may be amended from time to time.

(3) Administrative Requirements

In applying for inclusion in the Plans, the Employer must furnish a complete list of all participating Full-Time Alumni to be covered to the Plan Administration Office.

- a. All Alumni must complete an enrollment card.
- b. The Employer warrants that it is a corporation.

(4) Collective Bargaining Agreement

The Employer warrants that it has a collective bargaining agreement with Glaziers Local _____ requiring contributions to the Plan on behalf of journeyman Glaziers.

(5) Contribution Rate

The Employer agrees to pay to the Plans the same hourly contribution rate for Alumni as it pays for journeymen Glaziers, provided that an Alumni must be paid for a minimum of 30 hours per week and a maximum of 40 hours per week.

(6) Due Date for Contributions

Contributions for Alumni shall be due at the same time as contributions under the collective bargaining agreement described in paragraph (4).

(7) Hours of Service

Hours of service performed by an Alumni after the effective date of this Subscription Agreement will be treated as Hours of Covered Service for all purposes of the Plan in accordance with the following rules:

- a. An Alumni who performed service for the Employer, both as a collectively bargained employee and as a non-collectively bargained employee, during a Plan Year will be treated as a collectively bargained employee for the entire Plan Year if at least half of the Alumni's Hours of Service during the Plan Year were performed as a collectively bargained employee.
- b. An Alumni who was a collectively bargained employee during a Plan Year (or treated as such under other provisions of this Agreement with respect to all of his Hours of Service during a Plan Year) will be treated as a collectively bargained employee with respect to all his Hours of Service for the duration of the collective bargaining agreement in effect during that Plan Year, or if later, until the end of the following Plan Year.
- c. An Alumni who was treated as a collectively bargained employee under subparagraph (b) above, will be treated as a collectively bargained employee thereafter, providing the Alumni is performing services for the Employer. With respect to each Plan, this subparagraph (c) will not apply if the trustees of that Plan determine that more than five percent of the employees covered by the Plan are non- collectively bargained employees.

(8) Incorporation of Trust Agreements and Plan Documents

The Employer agrees to be bound by all the terms and provisions of the Trust Agreements establishing the Plans and the Plan Documents, as each of these may from time to time be amended. The Employer specifically agrees to be bound by the various provisions which set forth the obligations of contributing Employers, impose liquidated damages with respect to delinquent payment of contributions, authorize the Plan to

recover attorneys' fees and costs of suit for enforcing the Plan Document or Trust Agreement, and require the Employer to submit to an audit upon request of the Trust.

(9) Incorrect Contributions

If contributions are made under this Agreement on behalf of any person who is not a Full-Time Alumni, a Plan will not be obligated to pay any benefits on behalf of such person. If benefits are paid on behalf of such a person, a Plan shall be entitled to receive back from the Employer all payments made by the Plan less contributions paid by the Employer, immediately upon written demand to the Employer.

(10) Termination of Coverage Due to Delinquencies

If the Employer is delinquent for two consecutive months, either on behalf of collectively bargained employees or Alumni, the Employer will be terminated from the Plans with respect to all of its Alumni, and will not be allowed to contribute to the Plan again on behalf of its Alumni without the written approval of the Plans' trustees.

(11) Term of this Agreement

This Agreement shall continue in force with respect to each Plan so long as the Employer has a collective bargaining agreement requiring contributions to the Plan on behalf of bargaining unit employees, and whenever applicable labor law requires continued contributions to the Plan on behalf of bargaining unit employees after expiration of such a collective bargaining agreement.

This Agreement will automatically terminate with respect to a Plan when (a) the Employer is no longer under an obligation to contribute to the Plan for bargaining unit employees, or (b) the Plan notifies the Employer that its participation under this agreement is no longer permitted under federal or Plan rules.

Although this Agreement is meant to be a permanent arrangement for the provision of pension benefits, all parties to it reserve the right to terminate this Agreement for any reason as of the end of any month upon thirty days written notice.

(12) Attorney's Fees

If the Fund initiates legal action to enforce any terms of this Agreement, the Employer agrees to pay all reasonable attorneys' fees and costs incurred in such action.

(13) Finality of Agreement

This Subscription Agreement constitutes the complete agreement between the parties with respect to the Employer's participation in the Plans on behalf of its non-bargaining unit employees. There are no verbal agreements with respect to such participation, and in no event will any alleged verbal agreements be enforceable.

(14) General Release

The Employer is aware of certain cases indicating that participation of supervisory personnel or owners may not be permissible under the Taft-Hartley Act and the Employee Retirement Income Security Act (ERISA), which if true might prevent benefits being paid on their behalf by the Plans. In light of the above,

- a. The Employer agrees that neither the Plans, their Trustees nor other people representing them, nor any Glaziers local union, nor the Glass Management Association or its representatives, have warranted that the participation of its supervisory employees is permissible under the Taft-Hartley Act or ERISA.
- b. The Employer has consulted with its own legal counsel to the extent it deems it advisable as to the propriety of its participation pursuant to this Agreement, including its eligibility to use the IRS alumni participation rules.
- c. If the Employer's participation in the Plan on behalf of certain employees is determined not to be permissible under any law or is subject to adverse tax consequences, the Employer hereby waives any right to sue the Plan, the Plan's trustees, any Glaziers local union, the Glass Management Association or any of their agents or representatives, for any damages arising there from of every nature and kind, known or unknown, suspected or unsuspected, and agrees that all rights granted under any state or federal law or regulation limiting the effect of this waiver, including but not limited to the provisions of Section 1542 of the California Civil Code are hereby expressly waived. Said Section 1542 of the California Civil Code reads as follows:
- d. "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

(15) Non-Discrimination Testing

Because the retirement plans must conduct employer-by-employer non-discrimination testing for participants who are non-collectively bargaining employees, the Employers agrees to supply the Trust Fund with any and all

information necessary for the Trust Fund to conduct the required testing. Failure to provide such information will cause the Trust Fund to cancel this Agreement.

EMPOLYER:

By: _____

Title: _____

Date: _____

NORTHERN CALIFORNIA GLAZIERS, ARCHITECTURAL
METAL AND GLASSWORKERS PENSION PLAN:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

GLAZIERS ALUMNI ENROLLMENT FORM

Name of Alumni: _____

Social Security Number: _____

Current Employer: _____

Last Work Covered by Collective Bargaining Agreement: _____

Employer: _____

Dates: _____

Alumni Signature: _____

Date: _____