

**C4-A PROGRAM
PARTICIPATION AGREEMENT
REVISED AS OF NOVEMBER 1, 2021**

for the

SOUTHWEST CARPENTERS HEALTH AND WELFARE TRUST

SOUTHWEST CARPENTERS PENSION TRUST

SOUTHWEST CARPENTERS ANNUITY TRUST

RECITALS

1. IT IS HEREBY MUTUALLY UNDERSTOOD and AGREED by and between the undersigned employer and the Southwest Carpenters Health and Welfare Trust, Southwest Carpenters Pension Trust and the Southwest Carpenters Annuity Plan, hereinafter referred to as "Trusts", as follows:
2. The Boards of Trustees of the Trusts contemplate that an employer required to contribute to the Trust(s) for Carpenter bargaining unit members (a "Signatory Employer") under a collective bargaining agreement (a "CBA"), with the Western States Regional Council of Carpenters ("Regional Council"), or local union affiliate of the Regional Council may obtain, under conditions established by them or their delegate, the Trusts' benefits as applicable for its eligible management, supervisory or other non-construction employees who are employed within the Trusts' geographic jurisdiction and do not belong to any collective bargaining unit, by executing a Participation Agreement in the form set forth herein, below, and adhering to its obligations under such Agreement.
3. The Signatory Employer executing this C4-A Program Participation Agreement desires to make voluntary contributions to the Trusts designated below in order to provide benefits through the Trusts for its eligible management, supervisory or other non-construction employees who are employed within the Trusts' geographic jurisdiction and do not belong to any collective bargaining unit.
4. The employer executing this C4-A Program Participation Agreement ("Agreement") is a Signatory Employer and will remain one throughout the term of this Agreement.

AGREEMENT

In consideration of the premises set forth above and the mutual promises set forth herein, the Signatory Employer, on behalf of itself and any member of the controlled group of which it is a member within the meaning of ERISA Section 4001(b)(1), on the one hand, and the Plan(s) and the Trust(s) signed below, on the other hand, hereby agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF EMPLOYER

Section 1. Contributions on behalf of C4-A Employees will not be accepted from any Signatory Employer who does not employ at least two Carpenter bargaining unit employees within the geographic jurisdiction of the Western States Regional Council of Carpenters and remain current in payment of contributions to the Trusts as to its bargaining unit employees. This requirement may be waived if the Employer is a party to an applicable collective bargaining agreement, provides proof that it subcontracts its bargaining unit work to signatory subcontractors who employ and contribute on behalf of craft workers, and has at least one common law employee for whom it is making plan contributions.

Section 2. The Signatory Employer's obligation to make voluntary contributions applies to Employees working in one of the following classifications (subject to the rules and regulations set forth below):

(a) Any employee or working owner of a Signatory Employer who is a past participant in the Plans as a bargaining unit employee ("Bargaining Unit Alumni") who is performing work for a signatory employer in a supervisory or managerial capacity outside of a bargaining unit (i.e. Superintendents, Project Managers, Project Estimators).

(b) Owners, managers, administrative and other non-bargained, non-construction employees, provided that all such owners and employees participate.

Note: The term "owners" includes partners, members of limited liability companies, and corporate officers, directors, and shareholders. However, Independent Contractors and Sole Proprietors who have no other common-law employees (besides themselves), are not eligible to participate in the Trusts.

Section 3. The Signatory Employer shall file a written application with the Administrative Office advising of the election to make contributions for eligible employee(s) as permitted above and upon approval shall make contributions as follows:

(a) The Signatory Employer shall report and pay contributions on behalf of the C4-A Employees referred to in the preceding section at the hourly rates required for the Journeyman classification in the bargaining agreement covering the majority of the employees of the employer or the bargaining unit supervised by the employee, provided that the employee is working in the jurisdiction of the bargaining agreement, as follows:

- 1) At 173 hours per month to the Southwest Carpenters Health and Welfare Trust, the Southwest Carpenters Pension Trust, and the Southwest Carpenters Annuity Plan (when contributions are made to the Annuity Plan as part of the bargaining agreement), or
- 2) At 173 hours per month to the Southwest Carpenters Pension Trust and the Southwest Carpenters Annuity Plan (when contributions are made to the Annuity Plan as part of the bargaining agreement)

(b) Once contributions have been commenced by a participating employer with respect to an eligible C4A employee, except as noted in (e) or (f), the contributions must be continued during the employment of such individuals in such type of employment by that participating employer;

(c) A C4A Employee who is on leave for disability is considered to be employed for purposes of this agreement;

(d) C4A Employees who are removed from reporting as a C4A Employee to return to full time bargaining unit work for the employer who are reported as bargaining unit employees, may not be considered as C4A Employees by the employer at a later date.

(e) The parties recognize and agree that the hourly contribution rates are to remain consistent with those rates specified in the bargaining agreement covering the majority of the employees of the employer or the bargaining unit supervised and any amended, modified, extended, supplemented, or successor agreement thereto provided that the employee is working in the jurisdiction of the bargaining agreement. The Signatory Employer agrees to pay the required contributions to the respective Trusts at their Administrative Office: Carpenters Southwest Administrative Corporation (CSAC), 533 South Fremont Ave., Los Angeles CA 90071 in the manner required by the administrative office.

(f) The Board or its delegate, such as the Delinquency Committee, reserves the right to suspend benefits provided as a result of this Agreement, with 30 days' advance notice to the Employer and the affected C4-A Employees, if Employer is delinquent in the payment of contributions due the Trust on behalf of its Carpenter union bargaining unit employees in accordance with the applicable CBA.

(g) Participation by any C4-A Employees in any of the Trusts will be discontinued if the Signatory Employer has not submitted reports and/or payments for more than three consecutive months for the C4-A or bargaining unit employees. However, this does not preclude the Trustees from seeking to collect any delinquent contributions.

Section 4. The Signatory Employer accepts, assumes and agrees to be bound by all of the obligations imposed upon an individual employer by the respective Trust Agreements for the respective Trusts identified above and any amendments, modifications, changes, or supplementation to said Trust Agreements which have been or may be made. Copies of the Trust Agreements will be provided to the Employer upon request and the Signatory Employer agrees that it has a full and fair opportunity to review documents should it choose to so review those documents.

Section 5. In the event of any conflict between this C4-A Participation Agreement and the terms of the CBA to which the Signatory Employer is a party to, the terms of the CBA shall prevail.

Section 6. No contributions from a Signatory Employer will be permitted which would, in the opinion of the Board of Trustees of the applicable Trust, violate any tax-related nondiscrimination provision of the Internal Revenue Code, or other provision of law, applicable to the Trust.

ARTICLE II. AMENDMENT AND TERMINATION

Section 1. The Board of Trustees expressly reserves the right, to the maximum extent permitted by law, in its sole discretion, at any time and from time to time:

- (a) to amend, rescind or terminate any other provision of this Agreement or the Trusts, and
- (b) to terminate this Agreement and/or the Trusts.

Section 2. Unless terminated, this Agreement shall renew automatically with respect to each Plan Year. This Agreement may be terminated by either party for any reason or no reason by 30 days advance written notice to the other party. This Agreement will terminate on the first day of the month following six consecutive months for which Employer did not report contributions for at least two bargaining unit Carpenters. In the event the Employer does not otherwise comply with one or more of the requirements set forth in Article I of this Agreement, this Agreement shall automatically terminate with no notice from the Administrative Office as of the date of non-compliance. In such an event, the Employer shall be responsible for reimbursing the Trust for any payments made by the Trust pursuant to the Trusts on behalf of the Employer's C4-A Employees and their dependents on and after such date of non-compliance. The Employer acknowledges and agrees that it is bound by the provisions of the Plan and Trust documents which include the Trust's having all, and its choice of, remedies in the event of fraud by the Employer or any employee.

Section 3. Should this Agreement terminate as provided in Section 2, the Employer shall not be permitted to again participate in the C4-A Program at any time thereafter unless specifically approved by the Board or its delegate.

Section 4. This Agreement is subject to acceptance by the Board solely by its authorized agent and will become an obligation of the parties on the Effective Date set forth on the signature page below.

The parties agree with the foregoing terms and provisions and indicate their acceptance and agreement hereto by signing and dating below.

[TO BE COMPLETED BY TRUST]

This agreement shall be effective as of _____ and coverage shall be effective on _____

AGREED:

Employer

**Southwest Carpenters Health and Welfare
Trust by the Carpenters Southwest
Administrative Corporation**

Firm Name: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

AGREED:

Employer

**Southwest Carpenters Pension
Trust by the Carpenters Southwest
Administrative Corporation**

Firm Name: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

AGREED:

Employer

**Southwest Carpenters Annuity
Trust by the Carpenters Southwest
Administrative Corporation**

Firm Name: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____