



**CARPENTERS TRUSTS**  
of Western Washington

**CONTRIBUTION AGREEMENT FOR ASSOCIATE EMPLOYEES**  
**BETWEEN EMPLOYER AND TRUSTEES OF**  
**CARPENTERS-EMPLOYERS APPRENTICESHIP AND TRAINING TRUST FUND**  
**OF WESTERN WASHINGTON**  
**AND/OR**  
**CARPENTERS HEALTH AND SECURITY TRUST OF WESTERN**  
**WASHINGTON**  
**CARPENTERS RETIREMENT TRUST OF WESTERN WASHINGTON**  
**CARPENTERS OF WESTERN WASHINGTON INDIVIDUAL**  
**ACCOUNT PENSION TRUST**  
**CARPENTERS-EMPLOYERS VACATION TRUST OF WESTERN WASHINGTON**

WHEREAS, the undersigned Employer wishes to provide benefits available under the Apprenticeship and Training Trust and one or more of the following Trusts of the Carpenters of Western Washington: (1) Health and Security Trust; (2) Retirement Trust/Individual Account Pension Trust; and (3) Vacation Trust to employees in one or more categories of eligible Associate Employees, as defined and selected below; and

WHEREAS, the Trustees are authorized by the terms and conditions of the Trust to permit such participation only upon execution by the Employer of a written contribution agreement in a form subject to the Trustees' approval, and acceptance by the Trustees of this Agreement is solely under the Trustees' discretion;

NOW THEREFORE, in consideration of the Trustees' acceptance and approval of this Agreement, the undersigned Employer hereby elects to cover Associate Employees, and agrees with the Trustees as follows:

**i) Selection of Associate Categories**

Employer has eligible employees in one or more of the following categories of Associate Employees and agrees to cover the employees designated below as Associate Employees, according to the terms and conditions thereof:

- (1) Officers, agents, representatives and employees of the Union and any

apprentice or training coordinator or instructor or any organization whose purpose is to enforce prevailing wage rates, and for whom contributions to the Trust are made, pursuant to a written contribution agreement, by the Union or other employer thereof for the purpose of providing such persons with the benefits available under the Plan; and

(2) Persons otherwise within the definition of the preceding subsection who have accepted or do hereafter accept supervisory or administrative employment with the national or international Union organization and for whom contributions to the Trust are made, pursuant to a written contribution agreement, by such national or international Union organization as employer; and

(3) "Shareholder-Officer-Employees." Those employees of an incorporated Individual Employer which is actively engaged in bargaining unit work; provided, such employees have previously been employed in bargaining unit work under a Collective Bargaining Agreement requiring contributions to the Trust, and such employees are either corporate officers, spouses of corporate officers or are allied with the management of the Employer because of a material financial interest therein, either direct or indirect, and for whose benefit the Employer makes contributions to the Trust pursuant to a written contribution agreement acceptable to the Trustees; and

(4) Supervisory employees for whom contributions to the Fund are made by an Individual Employer; provided, such supervisory employees have previously been employed in a nonsupervisory capacity in work covered under a Collective Bargaining Agreement requiring contributions to the Trust or under a collective bargaining agreement requiring contributions to a trust which has a reciprocity agreement with the Retirement Trust, and that such supervisory employees are actively engaged in the affairs of the business of the Individual Employer, and that the Individual Employer has entered into a written contribution agreement acceptable to the Trustees.

CATEGORIES OF ASSOCIATES for whom coverage is requested from 1- 4:

1. [ ]

2. [ ]

3. [ ]

4. [ ]

ii) **Selection of Trusts in Which Employer Will Participate**

Employer agrees to cover said Associate Employees for the Apprenticeship and Training Trust and for one or more of the following Trusts:

Check Applicable Boxes

- A. Health and Security Trust [ ]
- B. Retirement Trust [ ]
- C. Vacation Trust [ ]

The Individual Account Pension Trust does not allow for payment of contributions for Associate Employees to the Supplemental subaccount.

**iii) Associates May Not Be Added or Reinstated**

The Employer understands that if an election is made under this Agreement not to cover an employee in one or more of the Trusts, coverage may not later be added for that employee. The Employer may discontinue coverage of an Associate Employee in one or more of the selected Trusts, however, once coverage is discontinued, it may not be reinstated.

**iv) Contribution Rate**

Employer agrees to make monthly contributions on eligible Associate Employees of the Employer in the categories selected for participation by the Employer at the rates set by the Trustees from time to time in their discretion. The current monthly rate per Associate Employee, per Trust, is the hourly fringe benefit rate for bargaining unit employees under the applicable Collective Bargaining Agreement times the greater of 160 hours or the actual hours worked, provided that if an Associate Employee is salaried and the Employer does not maintain hourly records with respect to that Associate Employee, contributions are paid on 160 hours per month. Contributions shall be required for Shareholder-Officer-Employees for each and every month, regardless of whether they receive compensation from the Employer, except that when an Associate Employee who is a Shareholder-Officer-Employee of one of the Individual Employers becomes employed as a bargaining unit employee of another Individual Employer, who thereafter makes hourly rate contributions on his behalf to the Trust, such contributions shall be credited against future flat-rate contributions to become due from the Individual Employer of whom the Employee is a Shareholder-Officer-Employee.

**v) Work in Industry**

The Employer acknowledges that a condition of this Agreement is that the Employer is actively engaged in the construction industry and continues to stay active. To be considered actively engaged in the construction industry, the Employer must employ bargaining unit employees for a minimum of 1,040 hours during each two-consecutive calendar-year period. If the Employer does not report a minimum of 1,040 hours to the Trusts on behalf of bargaining unit employees during a two-consecutive calendar-year period,

this Agreement will be terminated effective January 1, of the next calendar year. The Employer certifies that it is actively engaged in the construction industry.

**vi) Retirement and Individual Account Trust Nondiscrimination Testing**

A condition of each Associate Employee's participation in the Retirement Trust and Individual Account Pension Trust is that the Employer continue to satisfy the Internal Revenue Code § 410(b) nondiscrimination test. The Employer will provide whatever documentation is necessary for the Retirement Trust and Individual Account Pension Trust to determine that the Employer is in full compliance. If the Retirement Trust or Individual Account Pension Trust determines that the Employer has failed the nondiscrimination test, the participation of an Associate Employee may be terminated retroactively to the date of noncompliance.

**vii) Duration of Agreement**

(1) Except as otherwise provided in (2), below, this Agreement shall continue in force and effect for the duration of the current master Collective Bargaining Agreement between Associated General Contractors of Washington, Inc. and the United Brotherhood of Carpenters and Joiners of America, or their successors, and any extension or renewal of any such agreement.

(2) This Agreement may be terminated by the Trustees as to any and all Trusts if: (a) the Employer fails to remit when due contributions required for its Associate Employees; or (b) the acceptance by the Trustees of contributions would jeopardize the tax exempt status of the Trust or be subject to serious question as to the legality of all or any part thereof under applicable law; or (c) the application for a written Contribution Agreement was made under false pretenses, or subsequent discovery indicates that the Employer does not meet the eligibility requirements.

**viii) Agreement to be Bound by Trust Agreements and Plans**

The Employer hereby adopts and agrees to comply with all the terms and conditions of the Trust Agreement(s) under which the Employer has agreed to make contributions. The Employer further agrees that all contributions which it makes to the Trust(s) shall be for the exclusive benefit of the Associate Employees and their beneficiaries and shall be made pursuant to this Contribution Agreement, the Trust Agreement(s) and the Trust Plan(s). The Employer agrees to be bound by all of the obligations of these agreements. The term "Trust Agreement(s)" shall mean the Trust Agreements of the Carpenters Health and Security Trust of Western Washington, the Carpenters Retirement Trust of Western Washington, the Carpenters of Western Washington Individual Account Pension Trust, the Carpenters-Employers Apprenticeship and Training Trust Fund of Western Washington, and the Carpenters-Employers Vacation Trust of Western Washington.

**ix) Audits**

The Employer specifically agrees under the Trust Agreement(s) to promptly furnish to the Trustees, on demand, any payroll records, information, data, reports or documents reasonably required for the purposes of administration of the Trust(s) and to be subject to audit by agents of the Trustees, of its financial and other records relating to participation in one or more of these Trusts.

**x) Delinquent Contributions - Additional Liabilities**

The Employer further specifically agrees that it will be subject to the additional liabilities set forth in the Trust Agreement(s) providing for payment of audit expenses, attorney fees, interest and liquidated damages on any delinquent contributions as well as any delinquent contributions relating to enrolled Associates, or persons for whom contributions should have been made in one or more of the categories of Associates selected by the Employer.

**xi) Limitation of Trustee Liability**

The Employer agrees and understands that the Trustees accept no liability for retirement benefits to Associate Employees for contributions not made by the Employer for eligible Associate Employees prior to the effective date of this Agreement. The Trustees shall not be liable for benefits payable to Associate Employees for hours worked and contributions not made where the Associate Employee was at the time a participant in another pension or profit sharing plan, or where such payment would be discriminatory under the Internal Revenue Code and regulations adopted thereunder.

**xii) Limitation on Return of Contributions**

In the event contributions are made improperly to one or more of the Trusts, or if for any reason, benefits cannot be paid to an Associate, the Employer agrees and understands that contributions will NOT be returned to either the Employer or to the Associate Employee, except as may be allowed by the Employee Retirement Income Security Act of 1974, as amended.

**xiii) Discontinuance of Contributions**

If an employee has been covered by a Contribution Agreement at any time in the past and his Employer elects not to continue such coverage, such employee shall not again be eligible for coverage as an Associate Employee of that Employer, unless the discontinuance is due to the employee's return to bargaining unit work, and monthly contributions under the Collective Bargaining Agreement and Contribution Agreement are continuous.

**xiv) Associates Participating**

The names of employees Employer agrees to cover as Associates are as follows:

<u>Name</u>	<u>SSN</u>	<u>Job Title</u>	Check if Annual Compensation Over \$100,000

If this space is not adequate, please attach a continuation page.

**xv) New Employees**

The Employer agrees to notify the Trust in writing of the names of any new employees that are added under this Agreement and the date participation commenced.

**xvi) Other Non-Bargaining Unit Employees**

If the Employer has other non-bargaining unit employees who it elects NOT to cover as Associates in the Retirement Plan/Individual Account Plan, please list these employees on Exhibit 1.

THIS AGREEMENT is dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to be effective \_\_\_\_\_, 20\_\_\_\_.

**APPROVED:**

**CARPENTERS TRUSTS OF  
WESTERN WASHINGTON**

**EMPLOYER**

\_\_\_\_\_  
Name of Employer

By \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Phone \_\_\_\_\_

Date \_\_\_\_\_

EXHIBIT 1

List of Additional Non-Bargaining Unit Employees  
Not Covered as Associates  
in Retirement Plan/Individual Account Plan\*

<u>Name</u>	<u>SSN</u>	<u>Job Title</u>	<u>Check if Annual Compensation Over \$100,000</u>

\* List only employees who have worked 500 hours or more in the applicable year.