

OPERATING ENGINEERS TRUST FUNDS

I.U.O.E. LOCAL 12 HEALTH & WELFARE / PENSION / VACATION / TRAINING

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OPERATING ENGINEERS HEALTH AND WELFARE FUND

Participation Agreement for Non-Bargaining Employees

THIS AGREEMENT made and entered into this _____ day of _____,

20_____, at Pasadena, California, by and between the OPERATING

ENGINEERS HEALTH AND WELFARE FUND, herein called the "Trust," and

Firm Name _____

Address _____

herein called the "Employer."

RECITALS

A. The Trust has been established by Agreement and Declaration of Trust dated November 23, 1954, and subsequently amended by the parties thereto.

B. The employer is a party to and bound by a collective bargaining agreement, herein called the "Collective Bargaining Agreement," with the International Union of Operating Engineers, Local Union No. 12, which obligates the employer to make payments to the Trust on behalf of its employees covered by the Collective Bargaining Agreement.

C. The employer wishes to make payments to the Trust on behalf of all full-time employees not covered by a Collective Bargaining Agreement.

IN CONSIDERATION OF the covenants and promises herein contained, the parties hereto agree as follows:

1. The employer agrees to abide by said Agreement and Declaration of Trust and, further, to make payments to the Trust on behalf of each full-time employee in the class designated above at a monthly flat rate equivalent to the hourly rate specified by the Collective Bargaining Agreement, as amended from time to time, for employees covered thereby. No such payments may be made on behalf of any sole proprietor or partner of the Employer. Any increase as determined by the Board of Trustees will not be put into effect without 60 day's written notice to the Employer and the Union.
2. The participation of the Employer in the Trust shall be for the duration of the Collective Bargaining Agreement and any renewals or extensions thereof.
3. The Trust agrees to accept payments from the Employer in accordance with the Provisions of this Participation Agreement and subject to all of the terms and provisions of the Agreement and Declaration of Trust as heretofore and hereafter amended.

Executed on the day and year first above written.

EMPLOYER:

By _____

By _____

TRUST:

OPERATING ENGINEERS HEALTH & WELFARE

By _____

By _____