



Contract Dept.

PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
PENSION FUND/HEALTH AND WELFARE FUND
9377 WEST HIGGINS ROAD
ROSEMONT, ILLINOIS 60018-4938
PHONE: (847) 518-9800

EMPLOYEE TRUSTEES
RAY CASH
JOE ORRIS
JERRY YOUNGER
GEORGE J. WESTLEY
PHILIP E. YOUNG

EMPLOYER TRUSTEES
HOWARD McDUGALL
ARTHUR H. BURTE, JR.
TOM L. VENTURA
DANIEL J. BRUTTO
GARY F. CALDWELL

EXECUTIVE DIRECTOR
RONALD J. KUBALANZA

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Spouthwest Areas Pension Fund ("Pension Fund") and/or the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the job classification(s) of: *Department of Public Works* and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Pension Fund and/or the Health and Welfare Fund, all rules and regulations presently in effect or subsequently adopted by the Trustees of the Fund(s) and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Pension Fund per N/A week/day/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates

| | |
|-----------------------|-------------|
| Effective Date: _____ | Rate: _____ |
| Effective Date: _____ | Rate: _____ |
| Effective Date: _____ | Rate: _____ |
| Effective Date: _____ | Rate: _____ |
| Effective Date: _____ | Rate: _____ |

3. The Employer shall contribute to the Health and Welfare Fund per week/hour (choose one) (the "Contribution Period") for each Covered Employee at the following rates: Modified C-4 w/retiree coverage

| | |
|---------------------------------|-----------------------|
| Effective Date: <u>7/4/2004</u> | Rate: <u>\$195.70</u> |
| Effective Date: <u>7/3/2005</u> | Rate: <u>\$195.70</u> |
| Effective Date: _____ | Rate: _____ |
| Effective Date: _____ | Rate: _____ |
| Effective Date: _____ | Rate: _____ |

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4. Contribution rate changes after the last Effective Date set forth in paragraphs 2 and 3 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan or class

5. This Agreement and the obligation to pay contributions to the Fund(s) will continue after the Termination of a collective bargaining agreement and during a strike except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until either a) the Trustees decide to terminate the Agreement and provide written notice of their decision to the Employer or b) the Employer is no longer obligated by a contract or statute to contribute to the Fund(s) and the Fund(s) have received a written notice directed to the Fund(s) Contracts Department at the address pecified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute. In the event the Employer participates in both the Pension Fund and the Health and Welfare Fund and the termination to in a) or b) relates to only one Fund. then this Agreement shall remain in effect with respect to the other Fund.

6. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Fund(s)' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Fund(s) as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written agreement(s) that has been submitted to the Fund(s) shall alone remain enforceable.

7. For purposes of this Agreement, the term "Covered Employee" shall mean fany full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Fund(s) and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) unless the collective bargaining agreement explicitly excludes contributions on casual employees. Covered Employee shall not include any person employed in a managerial or supervisor capacity or any person employed for the principal purpose of obtaining benefits from the Fund(s).

8. The Employer agrees to remit contributions on behalf of each Covered Employee who receives, or is entitled to receive, compensation for any part of the Contribution Period (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff / severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Fund(s) on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation. The Employer shall pay any contributions that would have otherwise been paid on any Covered Employee who is a re-employed service member or former service member but for his or her absence during a period of uniformed service as defined at 10 C.F.R. S.S.104.3.

9. On or before the 15th day of each month, the Employer must report to the Fund(s) any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Fund(s) from the date when payment was due, to the date when the payment is made, together with all expenses of collection incurred by the Fund(s), including but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week, (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

10. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Fund(s). If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Fund(s) in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Fund(s).

11. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

12. The Employer acknowledges that it is aware of the Fund(s)' adverse selection rules (including special Bulletin 90-7) and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rules.

13. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Fund(s) receive actual written notice of the existence of the Employer's liability.

14. This Agreement may not be orally modified or terminated. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

City of Manitowoc, DPW

Employer Name

James Wyss
Representative Signature

James Wyss, City Attorney

Printed Name and Title

~~P.O. Box 1482~~ 900 Army Street

Manitowoc, WI 54221-1487 54220
Complete Address of Employer

920 686-6991
Telephone Number

39005511
Federal Employer Number

| | |
|--------------------------|---|
| Local Union No. | <u>75</u> |
| Representative Signature | <u>Mike Williquette</u> |
| Printed Name and Title | <u>Mike Williquette, Business Agent</u> |

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CONTRACT
(920) 686-6999
Fax Number DEPARTMENT

If the Employer is signatory to a National or Group Contract, Indicate the name of such contract:

N/A

Is the Employer an itinerant construction company working on a projector on a seasonal basis: Yes: No: X