

**AGREEMENT TO PARTICIPATE IN AGREEMENT AND DECLARATION OF TRUST  
NATIONAL INTEGRATED GROUP PENSION PLAN (NIGPP)**

**PART ONE - PARTICIPATION AGREEMENT**

This Participation Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

by and between \_\_\_\_\_ (hereinafter the “Employer”)  
and \_\_\_\_\_ (hereinafter the “Union”)

WHEREAS, the Employer and Union wish to become parties to a certain Agreement and Declaration of Trust for the National Integrated Group Pension Plan dated December 27, 1965 and subsequently amended, (hereinafter the “Trust Agreement”), a true copy of which is attached hereto and made a part hereof, for the purpose of implementing their agreement with respect to either certain Contributions to be made by the Employer for a pension program, or certain pension benefits to be provided by the Employer (hereinafter the “Pension Agreement” or “Collective Bargaining Agreement”);

NOW, THEREFORE, the Employer and the Union agree as follows:

1. The Employer and the Union each accepts, by its signature below, the terms and provisions of the Trust Agreement, as it may be amended from time to time. The Employer and Union each shall be considered a party to the Trust Agreement, and shall be bound thereby, upon their acceptance as such by the Board of Trustees of the National Integrated Group Pension Plan (hereinafter the “Board”).
2. The Employer agrees that the Industry members of the Board and the Union agrees that the Union members of the Board, serving now and hereafter in accordance with the Trust Agreement, are and shall be considered their respective representatives on the Board, and the Employer and Union each consents to be bound by the acts and determinations of the Board, including without limitation, the establishment, maintenance, modification and termination of the National Integrated Group Pension Plan as provided for in the Trust Agreement, it being understood that, except as otherwise expressly agreed upon in this Participation Agreement or as provided by Law, no action may be taken by the Board which would impose any liability on the Employer other than the timely payments to NIGPP of such Contributions as are specified in the Pension Agreement/Collective Bargaining Agreement or specified by the Board in its acceptance of this Participation Agreement, or any supplement, extension, renewal or replacement thereof.
3. The terms set forth in this Participation Agreement and attachments thereto, and in the Board’s Certification of Acceptance of this Participation Agreement, shall define the Employer’s Contribution obligations to the Plan. Therefore, any term in the Pension Agreement/Collective Bargaining Agreement that is contrary to a term set forth in this Participation Agreement, or in the Board’s Certification of Acceptance of this Participation Agreement, or that is otherwise contrary to the rules of the Plan, shall be of no force and effect unless approved by the Board upon the submission of a Supplemental Participation Agreement by the Employer and Union in the form specified by the Board.
4. Within 30 days after receiving written notification by the Board of approval of this Participation Agreement, the Employer agrees to pay to NIGPP all Contributions accrued up to (but not including) the calendar month in which such written notification is received. Contributions for each subsequent month shall be remitted within 30 days after the end of such month, in the manner and at the place specified by the Board. Contributions under this Participation Agreement will be made for at least all “regular time hours” for all Participants. “Regular time

hours” are defined as “hours worked except hours for which a premium rate is paid because such hours are in excess of the maximum workweek applicable to an Employee under section 7(a) of the Fair Labor Standards Act of 1938, as amended, or because such hours are in excess of a bona fide standard workweek or workday.” In the event of delinquency in the timely payment of such Contributions and written notification thereof to the Employer by the Board, the Employer agrees to pay interest on the delinquent Contributions to NIGPP. Interest for each delinquent payment will be calculated from its due date to the date payment is received, at a rate of 2% higher than the applicable Prime Rate for each calendar quarter. The applicable Prime Rate for a quarter is the Prime Rate published in the Wall Street Journal for the fifteenth day of the month (or next business day) before the quarter. The interest with respect to delinquency is to provide for expenses of the Plan incident thereto which are impossible of exact ascertainment. Such interest is to be treated as liquidated damages arising out of the failure of the Employer to fulfill its Contribution obligation to the Plan. It is further understood that the Board will furnish a copy of any notice of delinquency to the Union and that in the event of any default in the payment of Contributions and/or delinquency expense charges in accordance with the foregoing, the Board may adjust the Benefit Units under this Participation Agreement to the extent the Board finds proper and appropriate.

5. Notwithstanding the provisions of paragraph 4, in the event of delinquency in the timely payment of Contributions and written notification thereof to the Employer by the Board, the parties to this agreement acknowledge that the Board may terminate the participation of the Employer if it fails to correct its delinquency after being given notice of its delinquency pursuant to the delinquency procedures of the Plan.
6. The parties to this Participation Agreement are bound by the requirement that the Employer must make uniform Contributions to NIGPP for all Employees in the bargaining unit represented by the Union. Partial coverage of collective bargaining units is not allowed. The only exception to this requirement is that the Employer and Union may agree to a “Waiting Period” of not more than one year, pursuant to which the Employer is not required to contribute to NIGPP for those Employees who have been members of the bargaining unit for less than the Waiting Period. If the Employee remains in the bargaining unit after completion of this “Waiting Period”, the Employer must enroll that Employee in NIGPP and make Contributions on his/her behalf.
7. The Employer and the Union agree to promptly supply the Board with all information which the Board requires for administration of the Plan.
8. The census data attached hereto is part of this Participation Agreement. The Employer and the Union hereby certify that the information is correct. The Board reserves the right to recalculate the Benefit Level if data is inaccurate or incomplete.

Signatures:

Union_____	Employer_____
By_____	By_____
Title_____	Title_____
Date_____	Date_____

Please provide a copy of your most recent Pension Agreement/Collective Bargaining Agreement which references your participation in NIGPP.

## **PART TWO- INSTRUCTIONS (FOR PART THREE – SPECIFICATIONS)**

**1. Employer & Union Name and Address:** Provide full name of both the Employer and Union joining the National Integrated Group Pension Plan. Indicate the Local number, International and the full address of the Union Local to which copies of hourly reports and billing statements should be sent. Indicate the full address of the Employer office to which monthly rosters and billing statements should be sent.

**2. Employer's Corporate Structure:** Specify the Employer's business structure and provide the Employer's Tax Identification Number (TIN).

**3. Past Service:** Past Service is service with the Employer prior to the initial Contribution Commencement Date under NIGPP (see section 9 of this Part Two). Indicate whether Past Service is included in this Agreement. If it is, choose the length of Past Service credit. The first option is to allow a Participant to receive credit for all years of Past Service. The second option is to put a maximum on the number of such years. For example, a Participant may have worked for the Employer for 20 years, but the Employer and Union may negotiate to credit a maximum of 10 years. This would work as follows: all Participants with 10 years or more of Past Service would receive 10 years of Past Service credit; other Participants with fewer than 10 years would receive Past Service based on their hire date.

**4. Type of Service:** The National Integrated Group Pension Plan offers two basic enrollment options for Employer and Union groups when determining what type of service to provide its Participants.

The first option is All Service. This option applies one Benefit Level to all of a Participant's accumulated Benefit Units, both Past Service if any, and all Benefit Units earned while in NIGPP. For example, if a Participant has 25 Benefit Units (10 Past Service and 15 earned since the Contribution Commencement Date (see section 9 of this Part Two)), and the Benefit Level is \$30 at his/her Age Pension Date, the Age Pension will be  $25 \times \$30$  or \$750/month before any reduction because the Participant's Age Pension Date is before the Normal Retirement Date (see section 6.01 of the Plan) and/or because the Post-Retirement Spousal Benefit (see section 7.01 of the Plan) is applicable.

The second option is Future Service Only (FSO). Each Benefit Level negotiated will be multiplied by the Benefit Units the Participant accrues on or after the first Contribution Commencement Date (see section 9 of this Part Two). If there is more than one FSO increase, the amounts resulting from those multiplications are then added up to get the total Age Pension, before any reduction. For example, suppose an Employer and Union negotiate to join the Plan with a Benefit Level of \$25 and this Benefit Level is in effect for 3 years. Assume then the FSO Benefit Level becomes \$50 for 3 years, and then becomes \$60 for the 4 years thereafter. The pension benefit will be calculated as follows: (a)  $3 \times \$25$ , or \$75, plus (b)  $3 \times \$50$ , or \$150, plus (c)  $4 \times \$60$ , or \$240 = \$465, the Participant's monthly Age Pension before any reduction.

**5. Who will be Covered:** In addition to all Employees of the Employer in the collective bargaining unit represented by the Union, the Union and Employer may elect to also include all other Employees of the Employer. The Employer and Union may not change this election in the future without approval from the Board.

**6. Waiting Period:** Indicate the period of time, if any, during which the Employees must wait before participating and for which Contributions shall not be required. Such Waiting

Period shall not exceed one year. An Employee is not required to complete more than one Waiting Period unless the Employee has ceased participation pursuant to Section 3:01(c) of the Plan.

7. Does NIGPP Replace an Existing Plan (primarily for merger groups): Show whether or not there was a prior plan covering this group. If there are no funds to be provided to NIGPP as of the Contribution Commencement Date, indicate “none”. If there are funds to be transferred, show the exact amount of these funds in this box. Do not show approximate amounts or the book value of assets under a prior plan. Any amount shown must not include any Contributions to be remitted for periods on or after the Contribution Commencement Date (see section 9 of this Part Two). The amount entered in section 7 of Part Three will be used to price the group’s Contribution Rate or Benefit Level.

8. Contribution Frequency: Indicate if the Contribution Rate will be per hour or per week for each Employee.

9. Contribution Commencement Date and Benefit Level or Contribution Rate: The Contribution Commencement Date is the date as of which Contributions to NIGPP are to start at the rate specified in this Participation Agreement or Certification thereof. Please indicate in section 9 of Part Three the dollar amount of either the Contribution Rate or Benefit Level (But Not Both).

10. Normal Retirement Age: The National Integrated Group Pension Plan’s Normal Retirement Age is age 65. However, Employers and Unions may elect an optional 62/30 Normal Retirement Date. This Option allows Participants with 30 Benefit Units to retire with a full pension at age 62. There is a cost for the 62/30 Option.

11. Signatures: Both the Employer and Union representatives should sign at the end of Part Three. NIGPP requires the Union or Employer name, signature, title and date for both parties.

#### CENSUS DATA-REQUIRED

A list of Employees to be included in the Participation Agreement is required. Please provide the Names, Dates of Birth, Status\* and Social Security Numbers. Specify Hire Dates and/or the number of Past Service Benefit Units being provided under this Participation Agreement. NIGPP will use this information to price the group’s Contribution Rate or Benefit Level.

It is important to make sure all eligible Employees are included, as no changes by the Employer or Union are allowed after the calculation and certification have been processed.

\*Please indicate each Employee’s status on the date of enrollment:

- |                         |                   |
|-------------------------|-------------------|
| 1. Active               | 5. Military Leave |
| 2. Vested Term          | 6. Family Leave   |
| 3. Retired for Age      | 7. Layoff         |
| 4. Absent on Disability |                   |

**PART THREE- SPECIFICATIONS**

**1. UNION**

**EMPLOYER**

Full Name of Union

Full Name of Employer

Street Address

Street Address

City State Zip Code

City State Zip Code

**2. Employer Business Structure (Check Appropriate Box.)**

Employer's Tax Identification Number

Sole Proprietorship

Incorporated

Partnership

Other (specify)

\_\_\_\_\_

**3. Is Past Service included in this Agreement?**

yes

no

If yes, please check one of the following:

All Past Service since Date of Hire

Maximum Past Service of \_\_\_\_\_ Years (for example, 10 years)

**4. This Participation Agreement covers service in the following way:**

All Service (All Past Service Benefit Units, if any, and all Benefit Units earned after the Contribution Commencement Date, will be multiplied by a single Benefit Level to determine the Age Pension amount.)

Future Service Only (Each Benefit Level negotiated will apply only to those Benefit Units accrued while such Benefit Level is in effect.)

**5. This Participation Agreement covers all Employees of the Employer in the collective bargaining unit represented by the Union. For other Employees of the Employer, this Participation Agreement covers (check one):**

None

All

Any change in such coverage must be approved by the Board.

NOTE: If any Employees who are not in the collective bargaining unit are covered under a qualified pension plan which is being continued, then no Employees who are not in the collective bargaining unit may be covered under this Participation Agreement.

**6. Is there a Waiting Period?**

yes

no

If yes, indicate the time period for which Contributions are not required for new Employees.

\_\_\_\_\_ (not to exceed one year.)

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7. Does NIGPP replace an existing pension plan?

yes       no

Indicate the amount of any funds to be provided to NIGPP as of the initial Contribution Commencement Date.

\$ \_\_\_\_\_

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8. Contribution Rate per Employee will be:

Per Hour

Per Week

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9. Indicate below the Contribution Commencement Date(s). Also indicate either (1) Contribution Rate(s) or (2) Benefit Level(s), BUT NOT BOTH. The Board will determine the item not completed and certify both the Benefit Level and Contribution Rate in the Certification of Acceptance.

If the Benefit Level is specified rather than the Contribution Rate, it is understood and agreed that, if the financial circumstances of NIGPP warrant an adjustment, the Board will increase or decrease the Benefit Level rather than decrease or increase the Contribution Rate.

Contribution Commencement Date	(1) Contribution Rate or	(2) Benefit Level
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

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10. Age Pension amounts for Participants covered under this Participation Agreement are to be based on (check only one):

Age 65 Normal Retirement Date      OR

Optional 62/30 Normal Retirement Date – Participants are eligible for an unreduced pension upon attainment of age 62 and 30 Benefit Units. The cost of this benefit is recognized through a larger Contribution Rate for a specified Benefit Level.

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11. Signatures: Subject to acceptance by the Board, this Participation Agreement and the terms set forth in the Board's Certification of Acceptance shall define the Participating Employer's Contribution obligations to the Plan. Therefore, any term in the Pension Agreement/Collective Bargaining Agreement that is contrary to a term set forth in this Participation Agreement, or in the Board's Certification of Acceptance, or that is otherwise contrary to the rules of the Plan, shall be of no force and effect unless approved by the Board upon submission of a Supplemental Participation Agreement by the Participating Employer and Union in the form specified by the Board.

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Union \_\_\_\_\_ Employer \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

For help completing this form, please contact the NIGPP Administrative Agency at 1-800-321-2393.

Return completed forms to:  
National Integrated Group Pension Plan  
200 Wood Avenue South  
Iselin, NJ 08830-2706