

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

(Formerly the National Industrial Group Pension Plan)

Part One – Definitions and Instructions

Regular Time Hours – 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. Hours in excess of “regular time hours” may be credited if Contributions are received for such hours.

Service: Please choose one of the following two options:

All Service – The increased Benefit Level(s) resulting from this Supplement will be multiplied by **all** Benefit Units credited to the Participant, to determine the Participant’s Age Pension. (See Article VI of the Plan.) For example, if a Participant has 25 Benefit Units and the Benefit Level is \$30 at his/her Age Pension Date, his/her Age Pension will be 25 x \$30 or \$750 a month, before any reduction because the Participant’s Age Pension Date is before the Normal Retirement Date (see Section 6.01) and/or because the Post-Retirement Spousal Benefit (see Section 7.01) is applicable.

Future Service Only (FSO) – Each increased Benefit Level(s) resulting from this Supplement will be multiplied by the Benefit Units the Participant accrues on or after the effective date of such increased Benefit Level. If there is more than one FSO increase, those amounts resulting from those multiplications are then added up to get the total Age Pension, before any reduction. For example, suppose a Participant has 18 Benefit Units and the Benefit Level is \$25 just before the FSO option is first elected. Assume 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) 18 x \$25, or \$450, plus (b) 3 x \$50, or \$150, plus (c) 4 x \$60, or \$240 = \$840, the Participant’s monthly Age Pension before any reduction.

NOTE: - For a specific Contribution Rate, the ALL SERVICE option will provide a smaller Benefit Level than the FSO option, because the increase in Benefit Level(s) applies to all Benefit Units, past and future, rather than to only Benefit Units accrued in the future, and because the increase may also apply to Eligible Retirees as well as Active Participants. (See Sections 2.01 and 2.16 of the Plan for the definitions of Active Participant and Eligible Retiree.)

Waiting Period – the period of time, if any, following an Employee’s commencement of employment with a Participating Employer, not exceeding 12 months, as stipulated in the Participation Agreement, that may be required as a condition of participation in the Plan and for which Contributions to the Trust Fund are not required or payable with respect to such Employee. 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.

Contribution Commencement Date – the date(s) specified in each Participation Agreement as of which Contributions to the Trust Fund are to start at the increased Contribution Rate specified in such Participation Agreement, including any Supplements.

“Step-Up” Negotiated Increase: If this Supplement contains more than one scheduled increase and the first increase is applicable to a Participant, any other scheduled increase in this Supplement will also be applicable to such Participant provided his/her Participating Employer’s participation in the Plan does not terminate before the date of such other increases. If you do not want any increases in the Supplement to be a “step-up” negotiated increase, you must complete a separate Supplement form for each increase.

To Whom Will The Increase Apply? Please choose one of the following two options:

Active Participants Only: If this option is selected, this Supplement would be applicable to an Active Participant on or after the first Contribution Commencement Date under this Supplement. However, this Supplement would not be applicable to a Participant on such date (a) who is receiving an Age Pension or Disability Pension or (b) on whose behalf a Contribution has not been made for at least one Hour of Service in Covered Employment during every six month period which includes such date, unless the Participant returns to Covered Employment and is subsequently credited with at least 1/10 of a Benefit Unit.

Active Participants AND Eligible Retirees: (NOTE: You may NOT select this option to include Eligible Retirees if you selected Future Service Only). If you select this option, in addition to Active Participants as described under “Active Participants Only”, this Supplement also applies to Participants who are Eligible Retirees on the first Contribution Commencement Date(s) in Item 5. “Eligible Retirees” are Participants who began receiving benefits immediately upon separation of service from the Employer for age or disability, those separated from service pension-eligible (age 55 and vested) and who may or may not as yet have begun receiving benefits, and the surviving spouses and beneficiaries of such Participants (provided the Participant died after age 55). A Participant shall not be eligible for both the increase(s) applicable to Active Participants and the increase(s) applicable to Eligible Retirees.

Closing the Gap Between Active and Eligible Retiree Benefit Levels: If you choose to increase benefits for both Active Participants and Eligible Retirees, you must also choose how the Eligible Retiree benefits are to be increased. That may be made in one of two ways:

Increase Benefit Levels for Eligible Retirees *by* the same amount as for Active Participants. For example, if the current Active Participant Benefit Level is increased from \$39.00 to \$40.00, an Eligible Retiree’s Benefit Level of \$24.00 would be increased to \$25.00.

OR

Increase Benefit Levels for Eligible Retirees *to* the same amount as for Active Participants. For example, if the current Active Participant Benefit Level is \$40.00, an Eligible Retiree’s Benefit Level of \$24.00 would be increased to \$40.00.

Trustee Benefit Increases

Aside from this Supplement, the Board of Trustees of the NIGPP may, from time to time, determine that circumstances warrant a Benefit Level increase with no increase in the Contribution Rate. Whether the Participating Employer and Union negotiate Benefit Levels or Contribution Rates, the Participating Employer is still obligated to pay at the certified Contribution Rate(s) agreed to in this Supplement. Neither reduction of the Contribution Rate(s) nor suspension of scheduled Benefit Level increase(s) on a certified Supplement is permitted.

This Supplement must be signed by the appropriate Union and Employer representatives.

If you have any questions or need assistance in completing the form, please call us at 1 800-321-2393.

The completed Supplement should be sent to:

National Integrated Group Pension Plan
200 Wood Avenue South
Iselin, NJ 08830-2706

Part Two - SUPPLEMENT SPECIFICATIONS

The Supplement to the Participation Agreement dated _____ is entered into by the Participating Employer and the Union for the purpose of implementing their agreement with respect to an increase in the Contribution Rate(s) and/or Benefit Level(s). The Contributions under this Supplement will be made for at least all “regular time hours”

Unless otherwise specified below, the parties to this Supplement remain bound by all requirements in their Participation Agreement, including the requirement that the Participating Employer make uniform Contributions to NIGPP for *all* Employees in the collective bargaining unit represented by the Union. Partial coverage of collective bargaining units is not allowed.

For the purposes of this Supplement, Specifications of the original Participation Agreement as it may have been modified before is modified as follows:

1. **Service:** This supplement increase applies to: (check one)
 - ALL SERVICE – All past and future service.
 - FUTURE SERVICE ONLY – service on and after the Contribution Commencement Date(s) specified in item 5. This option will increase benefits for Active Participants ONLY.

2. **Contributions are Made:** (check one) hourly weekly

3. **Normal Retirement Date:** Age Pension amounts for Participants covered under this Supplement are to be based on: (check one)
 - Age 65 Normal Retirement Date yes no
 - 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. yes
 no

Are you choosing the 62/30 Option for the first time? yes no

4. **Waiting Period:** If this box is checked, Contributions shall not be required for Employees who have been employed in the collective bargaining unit represented by the Union for less than the indicated Waiting Period. Upon completion of that period of time, all such Employees will be enrolled in the Plan, and the Participating Employer shall make Contributions for them on the same basis as for other Employees in the collective bargaining unit represented by the Union. This Waiting Period will be applicable to non-bargaining unit Employees if such Employees are covered by this Participation Agreement. 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.

Is there a Waiting Period? (check one) yes no

If yes, please indicate the time period for which Contributions are not required for new Employees:
_____ (Not to exceed one year)

5. New Contribution Rate or Benefit Level: Please complete **only one:**

- Increase in Contribution Rate

Contribution Commencement Date	New Contribution Rate *
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

OR

- Increase in Benefit Level

Contribution Commencement Date	New Benefit Level *
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

* If a new Contribution Rate is specified, NIGPP will calculate the Benefit Level(s). If a Benefit Level is specified, NIGPP will calculate the corresponding Contribution Rate. NIGPP will inform the Participating Employer and Union of the calculated amount(s). The Certificate of Acceptance will certify the increase in Contribution Rate(s) and Benefit Level(s) and will reflect the new total Contribution Rate and total Benefit Level. By signing this Supplement, the Participating Employer agrees to contribute at the new rate for each Benefit Level shown for the specified time period. However, regardless of any Benefit Level adjustment action by the Board of Trustees, and regardless of whether the Participating Employer and Union negotiate Benefit Level or Contribution Rate, the Participating Employer is still obligated to pay at the Contribution Rate(s) agreed to in this Supplement and certified by the Board.

It is understood and agreed that, if the Board of Trustees subsequently determines that the financial circumstances of the Plan warrant an adjustment, the Board will adjust Benefit Level(s) rather than Contribution Rate(s), and the Participating Employer will remain bound to pay at the Contribution Rate(s) shown on the Certificate of Acceptance.

6. To Whom Will the Increase Apply?

- Active Participants ONLY. If this item is checked, please skip to item 8.
- Active Participants AND Eligible Retirees. If this item is checked, continue to item 7.

7. Closing the Gap, if any, between Active and Eligible Retiree Benefit Levels:

(skip unless item 6 is checked “Active Participants AND Eligible Retirees”)

Choose how the increase under this Supplement will apply to Eligible Retirees. **Check one:**

- Increase Benefit Levels for Eligible Retirees *by* the same amount as for Active Participants.
- Increase Benefit Levels for Eligible Retirees *to* the same amount as for Active Participants.

8. Signatures and Acceptance:

Subject to acceptance by the Board of Trustees, this Supplement is hereby made part of the Participation Agreement. The terms set forth in this Supplement and in the Board's Certification of Acceptance of this Supplement 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 Supplement, or in the Board's Certification of Acceptance of this Supplement, 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.

NIGPP Employer Number _____

Union _____ **Employer** _____

By _____
(Print Name)

By _____
(Print Name)

(Signature)

(Signature)

(Title)

(Title)

(Date)

(Date)

Return this completed form to:

**National Integrated Group Pension Plan
200 Wood Avenue South
Iselin, NJ 08830-2706
1-800-321-2393**

Please include a copy of the Pension Agreement/Collective Bargaining Agreement pertaining to NIGPP and the increase(s) provided in this Supplement.