

**SEATTLE AREA PLUMBING AND PIPEFITTING INDUSTRY
HEALTH AND WELFARE TRUST**

**SPECIAL AGREEMENT FOR NON-BARGAINING UNIT EMPLOYEES –
SUBSTANCE ABUSE TESTING AND TREATMENT POLICY & PROGRAM**

EMPLOYER’S REQUEST FOR COVERAGE

Purpose. The undersigned Employer is currently a party to the Labor/Management Agreement between UA L32 and MCAWW. That agreement provides for the making of contributions to the Seattle Area Plumbing and Pipefitting Industry Health and Welfare Trust (“Trust”) for the purpose of providing the employees covered by the collective bargaining agreement with the health and welfare program maintained by the Trust.

Employees Eligible to Participate. The Employer hereby requests that the Board of Trustees of the Trust permit the Employer to participate in the Trust’s Substance Abuse Testing and Treatment Policy and Program, including the Employee Assistance Program (“Program”) on behalf of certain non-bargaining unit employees or positions (“Associate Employees”), as defined below:

(Please attach additional sheet, if necessary.)

<u>Names/Positions</u>	<u>Names/Positions</u>

In order to ensure that the costs of the Program are covered, the Employer may not remove an Associate Employee from this Associate Agreement or cease making contributions on an Associate Employee’s behalf for twelve (12) months following the date of the Associate Employee’s enrollment, unless the Employer demonstrates that the employee has been terminated or laid off.

Contributions to the Trust. Effective May 1, 2013, the contribution rate to the Program is \$5.35 per non-bargaining unit participant per month. This flat contribution rate may be adjusted annually by the Board of Trustees so that participation is cost-neutral. The Employer acknowledges that the premium and administrative costs are subject to annual revision, and the Employer is obligated to pay those newly determined amounts unless the Employer cancels this Agreement in a timely manner.

The Employer agrees to pay the monthly contributions to the Trust for each Associate Employee identified above. Contributions shall be made on the first monthly payment date following the effective date and shall continue until this Agreement is terminated. The contributions required by this Agreement shall be paid to the Trust by the 10th day of the month

following the end of the month for which the contributions are due, or by such other due date as may be established by the Board of Trustees.

The details of the Substance Abuse Testing and Treatment Policy and Program will be determined by the Board of Trustees.

Audits/Documentation of Employment Status. The Employer specifically agrees under the Trust Agreement to promptly furnish to the Trustees, on demand, any payroll records, information, data, reports or documents reasonably required for purposes of administration of the Trust and to be subject to audit by agents of the Trustees, of its financial and other records relating to participation in the Trust.

The Employer further agrees to promptly furnish to the Trustees, upon request, documentation of an Associate Employee's employment status, including payroll records, tax records, business formation records, and other such records. The Trustees may adopt a policy requiring the submission of such documentation on a routine basis.

Trust's Obligations. Provided contributions are received in a timely manner, the Trust shall accept contributions and provide benefits to the covered Associate Employees in accordance with the Trust Agreement, Plan document, this Agreement, and other Trust documents.

Employer's Agreement to Participate. The Employer hereby acknowledges receipt of a copy of the Trust Agreement creating the Trust. For purposes of making contributions to the Trust, the Employer hereby adopts, subscribes to and agrees to be bound by all terms and conditions of the applicable Trust Agreement, which by this reference are incorporated herein as part of this Agreement. The Employer agrees that all contributions which it makes to the Trust will be for the exclusive benefit of Associate Employees and other participants eligible to participate in the Trust.

Acceptance of Trustees. The Employer, on behalf of its Associate Employees for whom contributions are made, agrees to be bound by the acts of the Trustees and their successor Trustees designated in the manner provided under the Trust Agreement.

Termination of Agreement.

(1) *Mutual Agreement.* This Agreement may be terminated at any time by mutual written agreement of the parties.

(2) *Termination By Employer.* After twelve (12) months from the effective date, the Employer may terminate this Agreement with thirty (30) days prior written notice to the Trust.

(3) *Termination by the Trust.* The Trust may terminate this Agreement upon thirty (30) days prior written notice or the Trust may terminate this Agreement immediately, if:

(a) The Employer fails to remit contributions required for its Associate Employees by the due date.

(b) The Employer has engaged in intentional misrepresentation or fraud relating to its participation, this Agreement or the eligibility of an Associate Employee.

(c) A court of competent jurisdiction should determine that Associate Employees may not lawfully participate in the Trust or Program.

Notice of termination by the Employer shall be sent by certified mail to Zenith American Solutions, 201 Queen Anne Ave. N., Suite 100, Seattle WA 98109-4896. Notice of termination by the Trust will be sent by certified mail to the Employer's last known business address. Notice will begin as of the date the notice is postmarked.

Jurisdiction. This Agreement shall be governed by the laws of the State of Washington to the extent not preempted by applicable federal law.

Effective Date. This Agreement is effective commencing with hours worked on _____ and shall continue until terminated.

EMPLOYER INFORMATION

_____	<input type="checkbox"/> Corporation
(Name of Employer)	State of Incorporation _____
_____	_____
(Address)	(President)
By: _____	_____
	(Secretary)
_____	<input type="checkbox"/> Sole Proprietorship
(Title of Authorized Representative)	_____
	(Give names of Owner and Spouse)
	<input type="checkbox"/> Partnership

	(Give names of Partners)

APPROVAL OF THE TRUSTEES

Acting under the authority provided in the Trust Agreement, the Chairman and Secretary of the Board of Trustees of the Seattle Area Plumbing and Pipefitting Industry Health and Welfare Trust hereby approve this Agreement, subject to the ratification of the full Board at its next meeting.

DATED this _____ day of _____, 20____.

By _____
Chair

By _____
Secretary