

PARTICIPATION AGREEMENT

Boilermakers' National Pension Fund (Canada) / Boilermakers' National Health & Welfare Fund (Canada)

WHEREAS the Parties hereto recognize that the Settlers of the Boilermakers' National Pension Fund (Canada), hereinafter referred to as the *Pension Plan*, and Boilermakers' National Health & Welfare Fund (Canada), hereinafter referred to as the *Welfare Plan*, have modified their collective bargaining agreement, being the Boilermaker / Boilermaker Contractors' Association Multi Provincial Construction Agreement, hereinafter referred to as the *BCA Agreement*, pursuant to Article 2:07 of the said agreement, to allow Employees above the rank of General Foreman to continue to contribute to all funds as set out in the Wage and Benefit Schedule of the applicable province (or region) and thereby allow such Employees to continue to benefit from the Pension Plan and the Welfare Plan participation;

AND WHEREAS the Settlers acknowledge that other collective agreements as the National Maintenance Agreement, General Presidents' Agreement and other such agreements direct the Employers to contribute to all funds set out in the BCA Agreement, including the BCA Administration Fund (Contributions);

THEN by executing this Participation Agreement on the following terms, the Employee shall continue to participate in the Pension Plan and the Welfare Plan:

- a) The Employee is currently a member in good standing of a Local Lodge of the Union that is bound by the BCA Agreement and remains a member in good standing during the period Contributions are remitted;
- b) The Employee is employed on a full-time basis by an Employer that is bound by the BCA Agreement and continues to be so employed on a full-time basis during the period Contributions are remitted;
- c) The Employee is vested in the Pension Plan prior to being employed in the rank above that of General Foreman (or Foreman in the case of the Electrical Power System Sector Agreement, i.e. EPSS);
- d) The Employer agrees to remit the Contributions as stipulated in the appropriate provincial (regional) Wage and Benefit Schedule of the BCA Agreement for all funds, including Training, Apprenticeship, BCA Administration, Promotion, Health & Welfare, Pension, etc. on behalf of the Employee, and such Contributions commence immediately upon the date the Employee moves to a position covered by Article 2:07 of the BCA Agreement. (Note: Employers working under non BCA Agreements, such as EPSS, NMA, GPA, Projects Agreements, will revert to the BCA Agreement funds and contribution rates);

- e) The Employer and Employee must execute and submit this Participation Agreement coincident with the first Contributions remitted pursuant to Article 2:07 of the BCA Agreement;
- f) Contributions will be based on hours on the same terms as the BCA Agreement for each fund in the appropriate Wage and Benefit Schedule. The actual contribution for Pension Contributions cannot exceed annual RRSP limits;
- g) Contributions shall cease immediately when the Employer is no longer bound by the BCA Agreement or other Boilermaker Agreement referred to above; or if the Employee on whose behalf Contributions are remitted is no longer employed on a full-time basis by an Employer who is bound by the BCA Agreement in a position covered by Article 2:07; or if the Employee on whose behalf Contributions are remitted is not a member in good standing of a Local Lodge of the Union that is bound by the BCA Agreement; and
- h) The decision to continue to remit Contributions must be made immediately upon the Employee being promoted to a position above the rank of General Foreman (Foreman in the case of the EPSS Agreement) by the Employer and can only be made on a one-time basis.
- i) **The Employee agrees that the Trustees of the Funds, or their administrator, will make the necessary inquiries with the Union and the Employer in order to determine the Employee's eligibility for participation in the Plans. The Employee acknowledges that such inquiries may involve the release of personal information as defined under federal or provincial privacy legislation.**

SIGNED this _____ day of _____, 200 ____ .

For the Employer:

For the Employee:

For the Trustees:

Signature

Signature

Union Trustee

Print Name of Person

Print Name

Management Trustee

Print Name of Company