

**GUIDELINES FOR PARTICIPATION
IN THE SPRINKLER INDUSTRY TRUST FUNDS**

TO ALL PARTICIPATING SPRINKLER CONTRACTORS

The purpose of the "Guidelines for Participation in the Sprinkler Industry Trust Funds" is to assist you, as an Employer, in understanding the requirements for reporting and making contributions to the Sprinkler Industry Trust Funds. This publication reflects the rules adopted by the Trustees pursuant to authority in the Funds' Trust Agreements that are effective as of January 1, 1996. The rules, summarized in Section 12, are the result of IRS requirements. You should review Section 10 of this publication for the special participation rules regarding sole proprietors, partners, stockholders, officers and/or their relatives.

If you have any questions regarding your reporting responsibilities you may contact the Fund office, the National Fire Sprinkler Association, or the Local Union with which you entered into a Collective Bargaining Agreement. The toll-free number for the Fund office is (800) 638-2603.

Sincerely,

THE BOARD OF TRUSTEES

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Section 1. COLLECTIVE BARGAINING AGREEMENT

As an Employer signed to a Sprinkler Industry Collective Bargaining Agreement, you are obligated to make certain fringe benefit payments on behalf of the Employees who work under the Agreement.

An Employer's obligation to make contributions is not determined on the basis of whether an Employee is a member of a Sprinkler Local Union, but whether the Employee performs work which is covered under the terms and conditions of the Collective Bargaining Agreement. Credit is earned for eligibility purposes in both the Welfare and Pension Funds in the same manner whether or not the Employer is a member of a Sprinkler Local Union.

Contributions made on behalf of members of other U. A. Local Unions whose Welfare and/or Pension Funds have signed reciprocal agreements with the Sprinkler Industry Funds will have those contributions forwarded to the appropriate home fund of that Employee.

The Trustees will accept an Employer into the Funds only after a copy of the Collective Bargaining Agreement (or other acceptable participation agreement) is filed with the Fund office. Any contributions made prior to the receipt of the Collective Bargaining Agreement (or participation agreement) will be placed in an escrow account, with no credit given to the Employees, until the Collective Bargaining Agreement (or participation agreement) is filed with the Fund office. In the event no written agreement is signed, contributions will be returned to the Employer in accordance with the rules of the Funds.

Section 2. TWO TYPES OF INDUSTRY FUNDS

a. Building Trades

National Automatic Sprinkler Industry Welfare Fund
National Automatic Sprinkler Industry Pension Fund
Sprinkler Industry Supplemental Pension Fund
National Automatic Sprinkler Local 669 U. A. Education Fund¹

b. Metal Trades

National Automatic Sprinkler Metal Trades Welfare Fund
National Automatic Sprinkler Metal Trades Pension Fund

Section 3. TRUST FUNDS

The Trust Funds are established under federal law and are approved as tax exempt organizations. Each of the Pension Plans has satisfied the requirements to be a "qualified" plan under the Internal Revenue Code. Each Fund is established under a separate Agreement and Declaration of Trust

¹ The National Automatic Sprinkler Industry Apprentice and Training Fund (formerly called the Apprentice Fund of New York) is not administered by this Fund Office.

which is available upon request from the Fund office. In signing the Collective Bargaining Agreement or in making contributions to the Trust Funds, you have agreed to be bound by the Agreement and Declaration of Trust of each Fund covered by your Collective Bargaining Agreement or for which you have made contributions.

Section 4. REPORTING PROCEDURES

The Trustees have established standard reporting requirements and procedures for all Employers. After you become a party to a Sprinkler Collective Bargaining Agreement, you will receive a blank remittance report form. Complete instructions are printed on the reverse side of that form. You are to complete the report following the instructions and headings on the form. **Your contributions are due in the Fund office no later than the 15th of the month following the month in which the work was performed.**

The following month you will receive a new report form from the Fund office. The new month's form will show the name of your company, the month which the report covers, and will list the Employees you reported for the prior month. Your task thereby is reduced to writing the total hours worked for each Employee, adding and/or deleting Employees and totaling and calculating the contribution to each Trust Fund. A separate check should be made payable for each Trust Fund.

Contributions are due for all hours of work covered by the Collective Bargaining Agreement. Even when a Collective Bargaining Agreement provides for premium time, time and one-half or double time, contributions still are made on an hour for hour basis. For example, for an Employee who works 180 hours during a month, contributions are to be made on 180 hours even though 20 of those hours were paid at the time and one-half rate.

If your Employees work within the jurisdiction of more than one Local Union, a separate report is required for work performed within each Local Union's jurisdiction. In addition, a separate report form must be prepared for each class of Employees for which the Collective Bargaining Agreement requires a different rate of contribution or contributions to be made to a different set of Trust Funds or for a classification, such as apprentices, which may be bargained out of one or more of the Funds. For example, the Collective Bargaining Agreement to which a hypothetical Employer is signatory requires contributions to the NASI Welfare and Pension Funds and to the SIS Pension Fund. The Collective Bargaining Agreement calls for contributions on first and second period apprentices to be made only to the NASI Welfare Fund. That Employer should complete one report showing only first and second period apprentices and a separate report with all other Employees included. You should check the Collective Bargaining Agreement or Agreements under which you contribute to determine any special contribution rates for certain employees or exclusion of certain classifications, such as apprentices, from some of the Funds.

If, for any reason, you do not have a regular remittance report form, the Fund office will accept a manual or computer generated report in the standard format with the proper number of copies.

Section 5. DELINQUENCY

The Trustees are charged by federal law with the responsibility to collect all money due to the Trust Funds. **ALL REMITTANCE REPORTS AND PAYMENTS FOR WORK COVERED BY THE COLLECTIVE BARGAINING AGREEMENTS ARE DUE IN THE FUND OFFICE WITHIN FIFTEEN (15) DAYS AFTER THE END OF EACH CALENDAR MONTH.** If an Employer's report is not received in the Fund office within fifteen days after the end of each calendar month, the following will occur:

- The Employer will be advised that the Fund office has not received his report and contribution for that month;
- The Local Union will be advised of the delinquency; **and**
- Liquidated damages and interest may be assessed.

When an Employer is two months delinquent:

- The Employees will be advised that your delinquency will cause their eligibility under the Welfare Plan to terminate; **and**
- The delinquency will be referred to the Fund's attorneys for collection.

If the Trustees determine that allowing the continued participation of an Employer will cause uncollectible contribution debts to the Funds, the Trustees may terminate the participation of the Employer. This action will stop the accrual of any benefits but will not affect any action to enforce the Collective Bargaining Agreement or to collect contributions and liquidated damages due the Funds.

Section 6. LIQUIDATED DAMAGES

Contributions and completed reports for covered work are due in the Fund Office on or before the 15th of each month following the month in which the work was performed. Interest will be assessed on late paid contributions at the rate of 12% per annum. If contributions are more than 60 days late, the following liquidated damages will be imposed in addition to the interest:

60 days late	5% of the total contribution amount
90 days late	5% additional (10% total)
120 days late	5% additional (15% total)
150 days late	5% additional (20% total)

The Trustees of the NASI Funds reserve the right to discontinue or modify this procedure at any time they deem necessary. An Employer may appeal the assessment of liquidated damages by writing to the Trustees. Such an appeal should include an explanation of any circumstances which the Employer believes contributed to the delinquency.

Section 7. LEGAL ACTION

If a delinquency continues for 60 days, the Funds' attorneys become involved in the collection process. Despite the dates for assessing liquidated damages in Section 6, if the Funds find it necessary to file a law suit against a delinquent employer, or a claim on a company's performance bond, or any other type of legal action to collect the amounts due, the Funds will assess liquidated damages and interest in accordance with Article VI, Section 6 of the Agreements and Declarations of Trust. This Trust Section provides that an employer who does not pay the amounts required by the Collective Bargaining Agreement on time will be obligated to pay liquidated damages as follows:

- * If payment is not received in the Funds Office by the 15th of the month, 10% of the amount is assessed.
- * An additional 5% is added if payment is not received in the Funds Office by the last working day of the month in which payment was due.
- * An additional 5% is added if payment is not received by the 15th of the month following the month in which payment was due.

Therefore, if a legal action is filed, a greater amount of liquidated damages will be assessed sooner than described in Section 6 above. When the attorneys become involved in the collection process, the amount owed the Funds will include not only contributions and liquidated damages, but also the Funds' attorneys fees, court costs, and interest at the greater of 12% or the highest rate permitted by law. The Funds may take legal action earlier than 60 days at the discretion of the Trustees. The legal remedies the Trustees may employ include lawsuits, mechanics liens, Miller Act claims, and claims against your bond(s).

Section 8. AUDITS OF EMPLOYER RECORDS

The Trust Agreement(s) provide for the Trustees to designate a qualified representative to conduct an audit of the payroll and wage records and any other pertinent records of any Employer in order to permit the Trustees to determine whether an Employer is making full payments to the Trust Funds. All information furnished to the Trustees' representative will be held in confidence and will only be used for the proper administration of the Trust Funds.

The cost of such audits is usually borne by the Trust Funds. In the event a substantial discrepancy is revealed by the audit, the Trustees may add the cost of the audit to the contributions and liquidated damages due. If the Funds must sue to enforce an audit, the cost of the audit and any other costs and attorneys' fees will be added to the amount due.

Section 9. ERRONEOUS CONTRIBUTIONS

Once contributions are made to the Funds, they may be returned to an Employer, in the Trustees' discretion, only upon the Employer's written request and only if the Employer conclusively demonstrates that the contributions were made in error. In determining whether the contributions were made in error and whether a refund will be made, the Trustees will consider all circumstances, including the period of time that has elapsed since the contributions were made. Any costs incurred by the Funds in correcting the Employer's error, including administrative and computer costs and benefits paid in reliance on the Employer's erroneous contributions, will be deducted from any amounts refunded. Pension credits based on the erroneous contributions will be canceled. In accordance with the rules of the Internal Revenue Service and the Department of Labor, interest will not be paid to the Employer on the erroneous contributions.

It is very important that Employers carefully review contributions and reports to the Funds to avoid erroneous payments. The Funds rely on the accuracy of Employer reports to credit Employees for eligibility for medical and pension benefits. Any errors must be reported to the Funds promptly.

Section 10. RULES AFFECTING THE PARTICIPATION IN THE SPRINKLER INDUSTRY TRUST FUNDS OF A SOLE PROPRIETOR, PARTNER, CORPORATE STOCKHOLDER, CORPORATE OFFICER AND/OR THEIR RELATIVES

a. Definitions

Federal law requires that the Trust Funds be "for the sole and exclusive benefit of Employees." **For purposes of participation in these Funds, an individual will be considered to be an Employee and must participate in the Funds if he or she is employed by an Employer for wages under a Collective Bargaining Agreement which requires contributions to be made to the Funds on his or her behalf.**

Certain categories of persons who have an ownership interest in an Employer or who have a special relationship to an Employer may be considered Employees and are permitted to participate in the NASI Pension and Welfare Funds and/or the SIS Pension Fund. If such persons participate in the Funds, the Employers of persons in these categories must contribute to the Funds in accordance with the rules described in this Section 10. If such persons are non-collectively bargained Employees, their Employers must comply with the requirements in Section 12. The categories of individuals who are permitted to participate and are subject to these rules are:

- A person who has an ownership interest in an incorporated Employer (hereafter referred to as "Owner" or "Stockholder").
- A person who is an officer of or is otherwise involved in the management of an incorporated Employer (hereafter referred to as an "Officer").
- A person who is a relative; that is, a child, stepchild, spouse, parent, brother, sister, son-in-law, father-in-law, or other relative as determined by the Trustees in specific cases, of a

stockholder or officer, or a sole proprietor or partner of an **unincorporated** Employer (hereafter referred to as a "Relative").

- A clerical staff employee of an Employer is eligible to participate in the NASI Pension Fund and/or the SIS Pension Fund only if the clerical staff employee previously participated in the same Fund pursuant to a Participation Agreement between the NASI Pension Fund and/or the SIS Pension Fund and a Participating Local Union or Trust Fund affiliated with a Participating Local Union or
- if participation of clerical employees is required to comply with IRS coverage and non-discrimination regulations.

b. Rules on Initial, Continuing and Termination of Eligibility for Officers, Stockholder and their Relatives

1. Eligibility to Participate

- **NASI Welfare Fund:** An Owner or an Officer or Relative who works in Covered Employment will be eligible to participate in the NASI Welfare Fund on the first day of the fifth month following four consecutive months of payment of the monthly Plan Coverage Payments made to the Fund on his behalf. See Section 10(c), entitled "Payment of Contributions; Amount of Contributions" for an explanation of the monthly Plan Coverage Payments.

However, if a Stockholder, Officer or Relative established initial eligibility for Welfare Fund participation working under a Collective Bargaining Agreement and is eligible based on work under a Collective Bargaining Agreement at the time he or she becomes a Stockholder, Office or Relative, that individual will be eligible as a Stockholder, Officer or Relative on the first of the month after his or her employer makes the first monthly Plan Coverage Payment.

A Stockholder, Officer or Relative who established initial eligibility for Welfare Fund participation working under a Collective Bargaining Agreement but is no longer eligible based on work under a Collective Bargaining Agreement at the time he or she becomes a Stockholder, Officer or Relative will be eligible as a Stockholder, Officer or Relative on the first of the month after his or her employer makes the first monthly Plan Coverage Payment if the first Plan Coverage Payment is for a month within twelve (12) months from the date his eligibility based on work under a Collective Bargaining Agreement is terminated.

An Employer may petition the Trustees to accept the participation of a Relative (other than a spouse of a corporate stockholder or officer) under the same terms as unrelated Employees performing work under the Collective Bargaining Agreement. However, the Relative must work exclusively in a job classification covered by a Collective Bargaining Agreement. The burden is on the Employer to establish the type of work performed by the Relative and the Trustees may require the Employer and the appropriate Local Union to submit documentation concerning the type of work performed by the Relative.

- **NASI Pension Fund and SIS Pension Fund:** An Owner or an Officer or Relative who works in Covered Employment will be initially eligible to participate in the NASI Pension Fund and the SIS Pension Fund under the same terms as Employees performing Covered Employment under the Collective Bargaining Agreement.
- **A Sole Proprietor or Partner** in an unincorporated business is an **Employer** by law and may not participate in the Trust Funds. However, his Employees who are covered by the Collective Bargaining Agreement must be reported to the Funds and contributions must be made to the Funds on behalf of these Employees as required by the Collective Bargaining Agreement.
- However, any Employee who is married to one of the Owners of an **unincorporated** business and who files a joint Federal Tax return with that spouse which includes the operation of the business may not participate in the Trust Funds. All other Relatives of Sole Proprietors or Partners of unincorporated businesses are subject to the rules of this Section.

2. **Conditions of Eligibility to Participate for Officers, Stockholders or Relatives**

- The Employer of an Officer, Stockholder or Relative as defined in (1) above, who is or will be participating in the Funds must, as a condition for participation, sign a Participation Agreement and must agree to maintain records for at least seven (7) years -- the current year plus the prior six (6) years -- to document the total hours worked by each Officer, Stockholder or Relative, a description of the type of work performed and the amount of each type of work, including the total hours of work in Covered Employment.
- The Employer of an Officer, Stockholder or Relative as defined in (1) above, who is participating in the Funds must contribute to all of the Funds to which contributions are required for collectively bargained employees under the applicable Collective Bargaining Agreement.
- The Owner of an **unincorporated** business, whose spouse is an Employee participating in the Funds, must annually submit the separate tax returns filed by the Owner and his or her Employee spouse.
- If an erroneous overpayment is made to the Funds, the contributions may be refunded, after the deduction of the costs of correcting the error and the deduction of benefit payments made based on the erroneous overpayment. Pension credits based on the erroneous overpayment will be canceled as set forth in Section 9 of this document.

3. **Retiree Self-Pay -- Continuation of Coverage under the Welfare Plan**

An Eligible Retiree, who participated in the Welfare Fund as an Officer, Stockholder or Relative, has the right to continue certain benefits, provided the Eligible Retiree makes the

self-payment as required by the Board of Trustees and meets the other requirements for Retiree Eligibility under the Welfare Plan. For example, one of the current requirements under the Welfare Plan is that a specified minimum number of hours must be reported on the individual's behalf in a period immediately before his retirement. The current Plan document must be consulted for a complete description of the eligibility requirements for Retiree coverage.

4. Termination of Coverage under NASI Welfare Plan

Coverage for an Owner, Officer or Relative who is eligible for Plan coverage will terminate on the first day of the month following the last month for which the monthly Plan Coverage Payment was received. (See Section 10(c), page 11 for a description of the Plan Coverage Payment.) Such coverage may terminate earlier under Section 10(c), entitled "Payment of Contributions; Amount of Contributions", below, in the event of a delinquency.

c. Payment of Contributions; Amount of Contributions

All remittance reports with contributions are due in the Fund Office no later than the fifteenth day of each calendar month. For bargaining unit employees, hours worked "last" month are reported "this" month for all plans. For non-bargaining unit employees contributing under one or more Participation Agreements, the report made "this" month should contain "last" month's hours of work and include the NASI Pension Fund and SIS Pension Fund contributions based on those hours. In addition "this" month's report for non-bargaining unit employees should contain "next" month's NASI Welfare Fund Plan Coverage Payment.

For example, in order for an Owner, Officer or Relative to receive coverage under the Welfare Plan for February, the monthly Plan Coverage Payments for February must be received in the Fund Office by January 15th. If the Employer does not submit any payment for the Employees who are participating as Officers, Stockholders or Relatives, the coverage of these Employees will terminate on the last day of the month preceding the month for which the monthly Plan Coverage Payment is late; under the above example, coverage for the Owner, Officer or Relative would terminate on January 31st.

If the Employer is delinquent in making payments on behalf of its bargaining unit Employees, the participation of the Employees who are Officers, Stockholders or Relatives will terminate on the last day of the month in which the delinquent contribution payment is due for **all** Trust Funds -- the NASI Pension, SIS Pension and NASI Welfare Funds.

If coverage terminates due to a late payment, the coverage may not be reinstated unless the payment of all amounts due, including all contributions, monthly Plan Coverage Payments, liquidated damages, interest, attorneys' fees, auditors' fees and costs which may be due, is made prior to the expiration of the grace period established by the Trustees. The grace period expires thirty days following the date the contributions are due (the fifteenth day after the end of each calendar month). The Trustees may change or eliminate this grace period at any time without prior notice.

The contributions to the NASI Pension Plan and the SIS Pension Plan are made at the established hourly rates for those Funds stated in the applicable Collective Bargaining Agreement or Agreements. Contributions to the NASI Welfare Fund for these categories of Employees are not made on an hourly basis. The Trustees have established a monthly "Plan Coverage Payment" which applies to each of these Employees regardless of the number of hours the Employee works. The monthly Plan Coverage Payment is designed to approximate the actual cost of providing the medical benefits. The Trustees may change the amount of the monthly Plan Coverage Payment at any time.

Section 11. PROCEDURES REGARDING HOLDING CONTRIBUTIONS IN ESCROW

a. No Written Agreement

Under the Taft/Hartley Act, the basis for contributions made to a Trust Fund must be in writing. If contributions are received, but the Fund office has no written basis for accepting the contributions, the checks are to be promptly cashed in an escrow account pending receipt of the written basis for the contributions. In most cases, the Collective Bargaining Agreement between the Local Union and the Employer is the written basis for the contributions. In addition to a Collective Bargaining Agreement, one of the following documents can be an acceptable written basis for accepting contributions.

- special project agreement
- participation agreement
- stipulation
- declaration on a Contribution Report form

b. Out of Order Contributions

Delinquent employers will, sometimes, skip one or more months of contributions and make contributions for a later month. For the Welfare Fund, an Employer reporting contributions in one month could extend employee eligibility for four additional months. If the Welfare Fund accepted contributions "out of order", an employer could adversely select against the Welfare Fund by only making contributions once every four months or only when certain employees required health care. Moreover, employees who are on the Contribution Report form for months an employer chooses to contribute might remain eligible for benefits while those employees who worked during the delinquent months could be left without benefits. To prevent such adverse selection against the Fund and against participants, the Trust Funds have adopted a uniform eligibility rule that contributions will not be accepted out of order. All out of order contributions will be escrowed until contributions are received on the delinquent months.

Absent payment of delinquent contributions, the Welfare Fund will only remove "out of order" contributions from escrow in the following circumstances:

- In the event an Employer declares bankruptcy, the Welfare Fund will take moneys out of escrow for periods prior to the bankruptcy and apply them to the months for which they

were made. However, the Funds' escrow policy will still apply to all post-bankruptcy petition contributions and delinquencies.

- If an Employer agrees to settle its delinquency with the Funds and the corporate shareholders personally guarantee the settlement, contributions will be taken out of escrow and applied to the months for which they were made. In addition, all Employees will be given credit for months in which contributions were not received, but the Employer did submit a Contribution Report Form. If the Employer subsequently breaches the settlement agreement, all benefits payable to corporate shareholders and their families will be offset against amounts personally guaranteed by the shareholders.
- All "out of order" contributions will be removed from escrow twenty-four months after they were placed in the escrow account.
- All "out of order" contributions will be removed from escrow when a debt is found to be uncollectible.

When SIS Pension contributions are placed in escrow because they are out of order or incomplete, SIS Pension contributions are removed from escrow and credited to employees when possible, by the end of the calendar quarter in which they are placed in escrow.

The Trust Funds will apply this escrow policy based on the jurisdictions of the Local Unions. Thus, if an Employer has submitted "out of order" contributions in one Local's jurisdiction, but is current in another Local's jurisdiction, the Trust Funds will only escrow contributions for the jurisdiction with which the Employer is delinquent.

c. Incomplete Reports or Contributions

In the event the Fund Office receives contributions but not reporting forms (or for any reason the Fund Office cannot determine the individuals and hours to credit) checks will be cashed and held in escrow until the report or other needed information is received.

If an Employer makes contributions that are substantially incomplete, the contributions will be held in escrow until they are substantially complete. If an Employer pays contributions on only a portion of his Covered Employees, contributions for all Funds and all Employees will be held in escrow.

When the Fund Office has reason to believe that contribution checks will "bounce", these checks are placed in escrow. Once it is reasonably certain that the checks have cleared, contributions are removed from escrow and applied to the Funds.

Section 12. RULES AFFECTING THE PARTICIPATION IN THE SPRINKLER INDUSTRY TRUST FUNDS OF EMPLOYEES OF SPRINKLER LOCAL UNIONS AND TRUST FUNDS AFFILIATED WITH SPRINKLER LOCAL UNIONS

a. Rules on Initial, Continuing and Termination of Eligibility for Office Employees

1. Eligibility to Participate

All Office Employee of a Sprinkler Local Union (officers and employees) affiliated with the United Association and Office Employees of a Trust Fund (all employees) affiliated with a Sprinkler Local Union are eligible to participate in the National Automatic Sprinkler Industry Pension and Welfare Funds and the Sprinkler Industry Supplemental Pension Fund if the Local Union is a Participating Local Union in the Fund.² An Office Employee participates in a Fund if his or her Local Union or Trust Fund-Employer signs a Participation Agreement with that Fund covering that Office Employee's classification.

NASI Welfare Fund: All Office Employees of the Local Union or Trust Fund who are full time Employees and who are not covered by another health benefit plan must participate in the NASI Welfare Plan. The Local Union or Trust Fund may decide who it considers to be a full-time Employee for this purpose as long as it makes this determination on a reasonable and consistent basis. The classifications of Employees covered must be selected on the Participation Agreement signed by the Local Union or Trust Fund. An Office Employee covered by the Participation Agreement will be eligible for benefits from the Welfare Fund on the first day of the month following 15 days of full-time employment with the Local Union or Trust Fund and provided that contributions are made on the Employee's behalf.

NASI Pension Fund and SIS Pension Fund: All officers and employees of a Local Union or Trust Fund are eligible to participate in the Plans. The employees covered must meet IRS requirements (See Section 12). However, under current rules and conditions, a Local Union may decide who it will cover.³ A Trust Fund employer is more restricted in its choice of which employees it must cover under IRS rules.

A Local Union may choose to cover all of its employees or only some of its employees. This is a change from the previous rule. The employees covered or excluded must be based on reasonable classifications. The IRS takes the position that Employees may not be covered or excluded based on part-time status. However, the NASI Pension Plan does require that an Employee must complete 950 hours for which the Employee is paid within a twelve (12) consecutive month period before he or she is first covered by the Plan. The SIS Plan requires that an Employee who earned his or her first hour of work under the SIS Plan on or after January 1, 1993 and in work not covered by a Collective Bargaining Agreement (as an officer or employee of a Local Union or an employee of a Trust Fund), participates in the SIS Plan only after completing 1000 hours for which the Employee is paid. The classifications of Employees covered must be selected on the Participation Agreements signed by the Local Union or Trust Fund for the NASI Pension Fund and SIS Pension Fund.

² The Trustees have also approved participation of Building Trades Councils and other organizations with which a Sprinkler Local Union is affiliated. Each such organization must be approved prior to its participation.

³ The Trustees will advise you if these conditions change so that the Local Union must contribute on a certain number of its employees. This is a change from the previous rule.

NAS Metal Trades Pension and Welfare Funds: The Trustees of the Metal Trades Pension or Welfare Fund must approve the participation of any non-collectively bargained employees including employees of a Local Union, or a trust fund affiliated with a Local Union.

2. Continuation of Coverage under the Welfare Plan -- Retiree Self-Pay

An Eligible Retiree, who participated in the Welfare Fund as an Office Employee, has the right to continue certain benefits, provided the Eligible Retiree makes the self-payment as required by the Board of Trustees and meets the other requirements for Retiree Eligibility under the Welfare Plan. Consult the current Plan document for a complete description of the eligibility requirements for Retiree coverage.

3. Termination of Coverage under NASI Welfare Plan

Coverage for an Office Employee who became initially eligible for coverage in the Welfare Plan under the terms of a Collective Bargaining Agreement will terminate after the last day of the fourth month following the last two consecutive months in which the Employee worked 80 or more hours in Covered Employment, with at least one hour in the second of those two months. Coverage for an Office Employee who became initially eligible for coverage in this Plan under a participation agreement will terminate on the earlier of the last day of the month in which the Employee no longer satisfies the eligibility requirements under the Plan or the last day of the month in which employment terminates. Eligibility will terminate if the Local Union or Trust Fund does not make contributions to the Welfare Fund on the Employee's behalf.

b. Payment of Contributions; Amount of Contributions

As with the contributions due for collectively bargained Employees, **NASI Pension Plan and SIS Plan contributions are due in the Fund Office on the 15th of the month following the month in which the work was performed.**

For the Welfare Fund, contributions at the established rate are due for covered Office Employees for each hour paid by the Local Union or Trust Fund. For hourly paid employees, the hours contributed on are the hours paid by the Local Union or Trust Fund. For salaried employees, the hours on which contributions must be made are forty (40) hours per week.

For the NASI Pension Fund, contributions at the established rate are due for covered Office Employees for each hour paid by the Local Union or Trust Fund. For hourly paid employees, the hours contributed on are the hours paid by the Local Union or Trust Fund. For salaried employees, the hours on which contributions must be made are forty (40) hours per week.

For the SIS Pension Fund, contributions are made for Office Employees at either a fixed amount per hour paid or on the basis of a percentage of the Employee's compensation as provided in the Agreement between the Local Union or Trust Fund and the Trustees. **Either the hourly contribution rate or the percentage of compensation must be**

uniform for all Employees of the Local Union or Trust Fund in the same classification who participate in the SIS Pension Fund. If different contribution rates are used for different classifications of Employees, the rates must be submitted to the SIS Pension Plan Board of trustees and approved in advance.

If hourly contributions are made, the hours contributed on are the hours paid by the Local Union or Trust Fund. If contributions are made as a percentage of pay, the pay on which the contributions are based is the Employee's compensation from the Local Union or Trust Fund reported on the Employee's W-2 form for the year. Whether contributions are made hourly or based on pay, the contributions for an Employee in each year may not be more than 100% of that Employee's compensation for that year.

Section 13. IRS MINIMUM PARTICIPATION AND MINIMUM COVERAGE RULES APPLICABLE TO PENSION PLANS

This section applies **ONLY** to Employers who contribute to the NASI Pension Plan, the NAS Metal Trades Pension Plan and/or the SIS Pension Plan for Employees who are not covered by a Collective Bargaining Agreement. This includes Local Union and Trust Fund Employees.

The Internal Revenue Service has issued regulations which establish rules governing the coverage of non-collectively bargained Employees in qualified pension plans such as these Plans. These rules, referred to as the IRS "coverage" and "nondiscrimination" rules, provide that if an Employer contributes to a collectively bargained plan on behalf of Employees who are not in a collective bargaining unit, the "non-collectively bargained Employees" of the Employer must **separately** meet these IRS requirements without taking bargaining unit Employees into account. This means that if an Employer covers any non-collectively bargained Employees in any one of these Plans, the IRS coverage and nondiscrimination rules with respect to each Plan will be applied only to your non-collectively bargained Employees. **The portion of each Plan covering collectively bargained Employees automatically satisfies both the IRS coverage and nondiscrimination requirements.**

There are special rules for multiemployer plans which permit most non-collectively bargained Employees to be treated as bargaining unit Employees for purposes of the IRS requirements. If the special rules apply and an Employee is treated as a collectively bargained Employee, the complicated IRS rules described in (b) and (c) below do not apply.

a. Special Rules for Multiemployer Plans

Each Employer must identify non-collectively bargained Employees of the Employer. The Plan can apply special rules for multiemployer plans which permit Employees who would otherwise be non-collectively bargained Employees to be treated as collectively bargained Employees solely for purposes of these regulations. The effect of this is that the complicated IRS rules described in (b) and (c) below will not apply. Whether or not an Employee is a collectively bargained Employee is determined by facts including the kind of work performed by the Employee, whether or not the Employee or the Employee's spouse has any ownership interests in the Employer, whether or not the Employee determines what work is to be bid or hires and fires other Employees and whether or not the Employee receives pay and benefits as provided in the applicable Collective Bargaining

Agreement. The Employee's union membership does not determine whether or not an Employee is a collectively bargained Employee for the purpose of these IRS regulations.

To take advantage of the special rule, known as the "Bargaining Unit Alumni Rule", the following conditions must be met:

- The non-collectively bargained Employee must be or have been covered by the NASI Pension Plan, the NAS Metal Trades Pension Plan and/or the SIS Pension Plan, as applicable, as a member of the bargaining unit.
- The Collective Bargaining Agreement or a participation agreement or other agreement must provide for the non-collectively bargained Employee to participate in the NASI Pension Plan, the NAS Metal Trades Pension Plan and/or the SIS Pension Plan, as applicable.
- The non-collectively bargained Employee must be employed by a participating Employer, a Local Union or the applicable Pension Plan.
- The special rules must be applied to all Employees on a reasonable and consistent basis for a Plan Year.
- The total number of non-collectively bargained in the NASI Pension Plan, the NAS Metal Trades Pension Plan or the SIS Pension Plan (determined before the special rules are applied) is not more than 5% of the total Employees covered by the applicable Plan.

If the Plan wishes to take advantage of the Bargaining Unit Alumni Rule, the Plan must perform some limited testing to determine that the 5% limit on non-collectively bargained Employees is not exceeded. The minimum coverage and nondiscrimination rules described below would apply to non-collectively bargained Employees who **do not** qualify to be treated as collectively bargained Employees under the special Bargaining Unit Alumni Rule for multiemployer plans. The Bargaining Unit Alumni Rules **do not apply** to Employees of a Trust Fund.

b. IRS Coverage Regulations -- When the Special Rules Do Not Apply

The IRS regulations require that the coverage by a Plan of non-collectively bargained Employees of each Employer must meet one of two tests. The non-collectively bargained group will pass the first test (called the "Percentage Test") if the percentage of non highly paid Employees covered by a Plan is at least 70% of the percentage of highly paid Employees covered by the Plan. The highly paid Employees are identified primarily based upon salary amount and their officer or owner status. Since the salary figures are adjusted each year, the technical definition of "highly compensated" Employee has not been included in these guidelines; however, the Fund Office will provide this definition upon written request.

If the coverage by one of these Plans (or any other Plan) of your non-collectively bargained Employees does not pass the first test, all the Plans of the Employer must be combined to pass the second test. This second test requires complicated mathematical calculations.

For purposes of this test, the non-collectively bargained employees of each Employer are divided into "rate groups" based on rates at which the Employees earn benefits under the applicable Pension Plan. Benefits earned under other pension plans of the Employer are also included. The rate is expressed either as a dollar amount or as a percentage of Employee's compensation. Each rate group must include enough lower paid employees to meet the Percentage Test described above.

An Employer may exclude some Employees from consideration for purposes of these coverage tests. As we have explained, these rules apply **only** to your non-collectively bargained Employees in these Plans -- bargaining unit Employees are not considered when these tests are performed. In addition, an Employer may exclude from consideration any non-collectively bargained Employee who has not satisfied the service requirements for participation in the Plan being tested, provided that the Employer does not contribute on any other non-collectively bargained Employee who has not satisfied the service requirements. The service requirements are a specified number of hours of service in the 12-month period from the Employee's date of hire or in any calendar year. The service requirements are 950 hours for the NASI Pension Plan and the NAS Metal Trades Pension Plan and 1000 hours for the SIS Pension Plan.

A group of non-collectively bargained Employees may not accrue (earn) benefits under these Pension Plans during any period when the coverage requirements are not met for that group. In fact, the participation on each group of non-collectively bargained Employees is conditional and continues only as long as the IRS coverage requirements are satisfied. Therefore, if an Employer contributes to one or more of these Pension Plans on behalf of any non-collectively bargained Employees and the Employees covered do not meet the IRS tests for one or more of the Plans, the non-collectively bargained Employees will cease participation in and will not accrue a benefit under that Plan for any year in which the coverage rules are not met. In addition, if the coverage of non-collectively bargained Employees violates IRS coverage rules, the Plan's "tax qualified status" may be lost. If this happens, the Employer may not be able to deduct some of his contributions to the affected Plan. Also, the value of highly paid Employees' vested accrued benefits under the affected Plan will no longer be protected from taxation but will be included in the Employees' income. Finally, if a Plan does not enforce these rules, the Plan's income could be taxed. IRS rules provide that a violation of these rules by one Employer could jeopardize the entire Plan.

Each Plan may request from Employers information concerning non-collectively bargained Employees. If an Employer does not provide the requested information, or if the information reveals that IRS requirements have not been satisfied, the participation of the Employer's non-collectively bargained Employees may be terminated retroactively to the last day of the most recent year in which the participation of the Employer's non-collectively bargained Employees did satisfy IRS requirements.

The IRS rules are complicated. The Fund Office will explain them and work with each Employer to determine which non-collectively bargained Employees must be covered to satisfy IRS requirements.

c. Conclusion

These rules are very complicated. The following points will help to clarify their application:

- The IRS coverage rules are established by federal law and by IRS regulations and not by the Plans and their Trustees.
- These rules apply **only** to qualified pension plans. The NASI Pension Plan, the NAS Metal Trades Pension Plan and the SIS Pension Plan are qualified pension plans and are subject to these rules.
- These rules do not apply to welfare plans or apprentice plans.
- These rules apply to an Employer **only** if that Employer contributes to the NASI Pension Plan, the NAS Metal Trades Pension Plan or the SIS Pension Plan on behalf of one or more non-collectively bargained Employees.
- These rules apply to all qualified pension plans, not just collectively bargained plans, and they will also affect any qualified pension plans that Employers may have for their staff.

REMEMBER, THESE RULES DO NOT APPLY TO BARGAINING UNIT EMPLOYEES OR AFFECT THE PARTICIPATION OF BARGAINING UNIT EMPLOYEES IN ANY WAY.

We recommend that you review this summary and the requirements of the law with your own attorney or pension advisor.

National Automatic Sprinkler Industry Trust Funds

Employer Information

Name of Employer: _____

Mailing Address: _____

City, ST ZIP: _____

Please indicate the form of organization of your business and complete the information requested.

_____ Sole Proprietorship

Name of Owner: _____

_____ Partnership

Name of Partner _____

Name of Partner _____

Name of Partner _____

_____ Incorporated Business

Date of incorporation _____ State in which incorporated _____

List shareholders of more than 5% of the outstanding stock and the approximate percentage held by each.

Name	Percentage
_____	_____
_____	_____
_____	_____
_____	_____

List the Officers of the Corporation

President _____ Vice President _____

Treasurer _____ Secretary _____

Other _____

signature _____ date

Name: _____

Title: _____

Notary

ss:

NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND

**PARTICIPATION AGREEMENT
FOR
NON-COLLECTIVELY BARGAINED EMPLOYEES**

The undersigned employer ("Employer") and the Trustees of the National Automatic Sprinkler Industry Pension Fund ("Trustees") agree that the non-collectively bargained employees who are designated on Appendix A may participate in the National Automatic Sprinkler Industry Pension Fund ("Pension Fund") effective _____, 20__ on the terms and conditions stated in this Participation Agreement ("Agreement"), the Plan of Pension Benefits ("Plan"), the Trust Agreement ("Trust") and rules adopted by the Trustees pursuant to those documents ("Rules").

1. For purposes of this Agreement, "employee" means a common law. The Employer will make contributions to the Pension Fund in accordance with the terms of this Agreement on behalf of its non-collectively bargained employees who are covered by this Agreement.

2. (a) Only non-collectively bargained employees of employers signatory to a collective bargaining agreement with a Sprinkler Fitter Local Union are eligible to participate in the Pension Fund. The categories of employees permitted to participate in the Pension Fund are the following: (1) a person who is a common law employee with an ownership interest in an incorporated signatory employer, (2) a person who is a common law employee and who is an officer of or otherwise involved in the management of an incorporated signatory employer, and (3) a person who is a common law employee and who is a relative of individuals described in (1) or (2) above or who is a relative of a sole proprietor or partner of an unincorporated signatory employer. Additionally, clerical staff employee(s) of a signatory employer are eligible to participate in the Pension Fund only if the clerical staff employee(s) previously participated in the Pension Fund pursuant to a Participation Agreement between the Pension Fund and a participating Local Union or a trust fund affiliated with a participating Local Union or if participation of such clerical staff employee(s) is required to comply with Internal Revenue Code ("Code") coverage and non-discrimination requirements. Non-collectively bargained employees of a signatory employer will not be eligible to participate in the Pension Fund if the employees perform work of the type covered by any collective bargaining agreement in the building and construction industry (except the Sprinkler Industry) or perform work as a fabricator or truck driver. Owners (sole-proprietors or partners) of unincorporated employers may not participate in the Pension Fund.

(b) The classifications of non-collectively bargained employees of the Employer who participate in the Pension Fund are covered by this Agreement and are specified in Appendix A. This information must be updated promptly if employees in a covered classification cease to be covered by the Plan or employees in a new classification are covered by the Plan. All employees of the Employer in a covered classification must be covered.

(c) The Employer certifies that the non-collectively bargained employees on whose behalf the Employer makes contributions pursuant to this Agreement are eligible to participate under the terms of the Plan as described above.

(d) The Employer must keep adequate records of each participating non-collectively bargained employee's Hours of Service. The Employer must also keep adequate records to document the individual's eligibility to participate in the Plan. These records must be provided to

the Trustees upon request.

3. (a) The Employer agrees to make contributions on behalf of its non-collectively bargained employees covered by this Agreement for each hour of employment for which the employee is paid. Contributions must be made at the rate established by the collective bargaining agreement with a Sprinkler Fitter Local Union for journeyman Sprinkler Fitters employed by the Employer who are covered by the collective bargaining agreement.

(b) Contributions as set out in subparagraph 3(a) must be paid starting as of the date each non-collectively bargained employee performs work under this Agreement.

(c) The payments to the Pension Fund required above will be made to the "National Automatic Sprinkler Industry Pension Fund" at the time and in the manner established by the Trustees. The Trustees have the authority to retain an accountant or representative to review the records of the Employer to determine whether the correct contributions have been made.

4. The Employer, by signing this Agreement, providing for participation in the Plan of the classifications of its non-collectively bargained employees specified on Appendix A, agrees to be bound by the terms and conditions of the Trust creating the Pension Fund, as amended from time to time and any future amendments to the Trust; the Plan adopted by the Trustees pursuant to the Trust including Rules governing the participation of non-collectively bargained employees; and the decisions of the Trustees in administering the Trust and Plan. The Trust and the Plan are incorporated in this Agreement by reference.

5. The Employer acknowledges that the Trustees have full discretion and authority to adopt Rules governing the participation of non-collectively bargained employees in the Plan which may be included in the Plan, the Trust and/or other Plan Documents and have the authority to amend and interpret these Rules and documents. Such rules and documents may be amended by the Trustees without the consent of the Employer.

6. It is intended that the Plan adopted by the Trustees will conform to the requirements of the Code. The Employer understands and agrees that the Trustees are authorized to take any and all actions which they deem necessary to protect the Plan's tax qualified status.

7. The participation of the Employer's non-collectively bargained employees in the Plan and the accrual of benefits by such employees for each Calendar Year is conditioned on the Employer's compliance with the requirements of the Plan and the requirements of the Code for that Calendar Year including minimum coverage and non-discrimination requirements. The Employer will provide the information deemed necessary by the Trustees to monitor compliance with the requirements of the Plan and the Code.

If the Employer does not provide information requested by the Trustees or does not comply with the requirements of the Plan and the Code, it must immediately take remedial action. Such action may include termination of the Employer's non-collectively bargained employees from participation in the Plan, or curing the defect. If the Employer fails to take remedial action, the participation of its non-collectively bargained employees will terminate automatically as of the end of the Calendar Year immediately preceding the Calendar Year in which it failed to comply or for which information to determine compliance was requested but not provided.

In addition to the provisions of Paragraph 7, the participation of the non-collectively bargained employees may be terminated immediately if the Employer violates any provision of this Agreement or the Plan or Trust incorporated herein. Otherwise this Agreement may be terminated either by the Employer or the Trustees upon 60 days advance written notice to the other party. This Agreement will be modified to the extent required by law without the consent of the Employer.

**NATIONAL AUTOMATIC SPRINKLER
INDUSTRY PENSION FUND**

_____ Name of Employer

Chairman _____ Address of Employer

_____ Date

Secretary _____ Signature

_____ Date Title _____ Date

- Indicate Employer's organizational status:
- Corporation (State: _____)
 - Check if LLC.
 - Sole proprietorship
 - Partnership

APPENDIX A

CLASSIFICATIONS OF EMPLOYER'S EMPLOYEES COVERED BY THE PENSION FUND

Indicate each classification of employees to be covered.

(NOTE: Under Federal law individuals who are owners of unincorporated employers may not participate in Funds such as the Sprinkler Industry Funds.)

_____ Individuals with ownership interests/shareholders of incorporated Employer

_____ Officers of incorporated Employer

_____ Persons involved in the management of incorporated Employer

_____ Relative of officer or person with an ownership interest in incorporated Employer.

_____ Employees who are Bargaining Unit Alumni (Individuals who were covered by this Plan while performing work with the tools under a collective bargaining agreement and while a member of the bargaining unit.)

_____ Other Classification(s). Please specify any other classification(s) of non-collectively bargained employees covered and briefly describe the type of work performed in each job classification if not obvious from the title of the classification.

Classification

Description of Work

Classification	Description of Work

If more space is required to describe classifications, use the back of this sheet or attach an additional sheet.

NATIONAL AUTOMATIC SPRINKLER INDUSTRY PENSION FUND

**INFORMATION UPDATE FORM FOR
NON-COLLECTIVELY BARGAINED EMPLOYEES
COVERED BY PARTICIPATION AGREEMENT**

Information concerning the employees covered by your Participation Agreement with the National Automatic Sprinkler Industry Pension Fund (Pension Fund) must be updated promptly when that information changes, for example, if Employees in a covered classification cease to be covered by the Plan or a new classification Employees are covered by the Plan. Changes in the employees covered could result in a violation of the IRS coverage and non-discrimination rules. Such a violation would result in a termination of your participation in this Plan if not immediately corrected.

Name of Employer: _____

Address: _____

Phone: _____

E-mail: _____

As of (date) _____, the following updated Appendix A describes the classifications of employees covered by the above named Employer's Participation Agreement with the Pension Fund:

APPENDIX A

**CLASSIFICATIONS OF EMPLOYER'S EMPLOYEES COVERED BY THE
PENSION FUND**

Indicate each classification of employees to be covered under the Plan.

(NOTE: Under Federal law individuals who are owners of unincorporated employers may not participate in Funds such as the Sprinkler Industry Funds.)

_____ Individuals with ownership interests/shareholders of incorporated Employer

_____ Officers of incorporated Employer

_____ Persons involved in the management of incorporated Employer

_____ Relative of Officer or person with an ownership interest in incorporated Employer.

_____ Employees who are Bargaining Unit Alumni (Individuals who were covered by this Plan while performing work with the tools under a Collective Bargaining Agreement and while a member of the bargaining unit.)

_____ Other Classification(s). Please specify any other classification(s) of Non-Collectively Bargained Employees covered and briefly describe the type of work performed in each job classification if not obvious from the title of the classification.

Classification

Description of Work

If more space is required to describe classifications, use the back of this sheet or attach an additional sheet.

I certify the information I have provided is true, correct and complete to the best of my knowledge and belief.

Signed

**PARTICIPATION AGREEMENT
FOR
NON-COLLECTIVELY BARGAINED EMPLOYEES**

The undersigned employer ("Employer") and the Trustees of the Sprinkler Industry Supplemental Pension Fund ("Trustees") agree that the non-collectively bargained employees who are designated on Appendix A may participate in the Sprinkler Industry Supplemental Pension Fund ("Pension Fund") effective _____, 20__ on the terms and conditions stated in this Participation Agreement ("Agreement"), the Plan of Pension Benefits ("Plan"), the Trust Agreement ("Trust") and rules adopted by the Trustees pursuant to those documents ("Rules").

1. For purposes of this Agreement, "employee" means a common law. The Employer will make contributions to the Pension Fund in accordance with the terms of this Agreement on behalf of its non-collectively bargained employees who are covered by this Agreement.

2. (a) Only non-collectively bargained employees of employers signatory to a collective bargaining agreement with a Sprinkler Fitter Local Union are eligible to participate in the Pension Fund. The categories of employees permitted to participate in the Pension Fund are the following: (1) a person who is a common law employee with an ownership interest in an incorporated signatory employer, (2) a person who is a common law employee and who is an officer of or otherwise involved in the management of an incorporated signatory employer, and (3) a person who is a common law employee and who is a relative of individuals described in (1) or (2) above or who is a relative of a sole proprietor or partner of an unincorporated signatory employer. Additionally, clerical staff employee(s) of a signatory employer are eligible to participate in the Pension Fund only if the clerical staff employee(s) previously participated in the Pension Fund pursuant to a Participation Agreement between the Pension Fund and a participating Local Union or a trust fund affiliated with a participating Local Union or if participation of such clerical staff employee(s) is required to comply with Internal Revenue Code ("Code") coverage and non-discrimination requirements. Non-collectively bargained employees of a signatory employer will not be eligible to participate in the Pension Fund if the employees perform work of the type covered by any collective bargaining agreement in the building and construction industry (except the Sprinkler Industry) or perform work as a fabricator or truck driver. Owners (sole-proprietors or partners) of unincorporated employers may not participate in the Pension Fund.

(e) The classifications of non-collectively bargained employees of the Employer who participate in the Pension Fund are covered by this Agreement and are specified in Appendix A. This information must be updated promptly if employees in a covered classification cease to be covered by the Plan or Employees in a new classification are covered by the Plan. All employees of the Employer in a covered classification must be covered.

(f) The Employer certifies that the non-collectively bargained employees on whose behalf the Employer makes contributions pursuant to this Agreement are eligible to participate under the terms of the Plan as described above.

(g) The Employer must keep adequate records of each participating non-collectively bargained employee's Hours of Service. The Employer must also keep adequate records to document the individual's eligibility to participate in the Plan. These records must be provided to

the Trustees upon request.

3. (a) The Employer agrees to make contributions on behalf of its non-collectively bargained employees covered by this Agreement for each hour of employment for which the employee is paid. Contributions must be made at the rate established by the collective bargaining agreement with a Sprinkler Fitter Local Union for journeyman Sprinkler Fitters employed by the Employer who are covered by the collective bargaining agreement.

(b) Contributions as set out in subparagraph 3(a) must be paid starting as of the date each non-collectively bargained employee performs work under this Agreement.

(c) The payments to the Pension Fund required above will be made to the "Sprinkler Industry Supplemental Pension Fund" at the time and in the manner established by the Trustees. The Trustees have the authority to retain an accountant or representative to review the records of the Employer to determine whether the correct contributions have been made.

8. The Employer, by signing this Agreement, providing for participation in the Plan of the classifications of its non-collectively bargained employees specified on Appendix A, agrees to be bound by the terms and conditions of the Trust creating the Pension Fund, as amended from time to time and any future amendments to the Trust; the Plan adopted by the Trustees pursuant to the Trust including Rules governing the participation of non-collectively bargained employees; and the decisions of the Trustees in administering the Trust and Plan. The Trust and the Plan are incorporated in this Agreement by reference.

9. The Employer acknowledges that the Trustees have full discretion and authority to adopt Rules governing the participation of non-collectively bargained employees in the Plan which may be included in the Plan, the Trust and/or other Plan Documents and have the authority to amend and interpret these Rules and documents. Such rules and documents may be amended by the Trustees without the consent of the Employer.

10. It is intended that the Plan adopted by the Trustees will conform to the requirements of the Code. The Employer understands and agrees that the Trustees are authorized to take any and all actions which they deem necessary to protect the Plan's tax qualified status.

11. The participation of the Employer's non-collectively bargained employees in the Plan and the accrual of benefits by such employees for each Calendar Year is conditioned on the Employer's compliance with the requirements of the Plan and the requirements of the Code for that Calendar Year including minimum coverage and non-discrimination requirements. The Employer will provide the information deemed necessary by the Trustees to monitor compliance with the requirements of the Plan and the Code.

If the Employer does not provide information requested by the Trustees or does not comply with the requirements of the Plan and the Code, it must immediately take remedial action. Such action may include termination of the Employer's non-collectively bargained employees from participation in the Plan, or curing the defect. If the Employer fails to take remedial action, the participation of its non-collectively bargained employees will terminate automatically as of the end of the Calendar Year immediately preceding the Calendar Year in which it failed to comply or for which information to determine compliance was requested but not provided.

8. In addition to the provisions of Paragraph 7, the participation of the non-collectively bargained employees may be terminated immediately if the Employer violates any provision of this Agreement or the Plan or Trust incorporated herein. Otherwise this Agreement may be terminated either by the Employer or the Trustees upon 60 days advance written notice to the other party.

9. This Agreement will be modified to the extent required by law without the consent of the Employer.

**SPRINKLER INDUSTRY SUPPLEMENTAL
PENSION FUND**

Name of Employer

Chairman

Address of Employer

Date

Secretary

Signature

Date

Title

Date

Indicate Employer's organizational status:

Corporation (State: _____)

Check if LLC.

Sole proprietorship

Partnership

APPENDIX A

CLASSIFICATIONS OF EMPLOYER'S EMPLOYEES COVERED BY THE PENSION FUND

Indicate each classification of employees to be covered.

(NOTE: Under Federal law individuals who are owners of unincorporated employers may not participate in Funds such as the Sprinkler Industry Funds.)

_____ Individuals with ownership interests/shareholders of incorporated Employer

_____ Officers of incorporated Employer

_____ Persons involved in the management of incorporated Employer

_____ Relative of officer or person with an ownership interest in incorporated Employer.

_____ Employees who are Bargaining Unit Alumni (Individuals who were covered by this Plan while performing work with the tools under a collective bargaining agreement and while a member of the bargaining unit.)

_____ Other Classification(s). Please specify any other classification(s) of non-collectively bargained employees covered and briefly describe the type of work performed in each job classification if not obvious from the title of the classification.

Classification

Description of Work

Classification	Description of Work

If more space is required to describe classifications, use the back of this sheet or attach an additional sheet.

SPRINKLER INDUSTRY SUPPLEMENTAL PENSION FUND

**INFORMATION UPDATE FORM FOR
NON-COLLECTIVELY BARGAINED EMPLOYEES
COVERED BY PARTICIPATION AGREEMENT**

Information concerning the employees covered by your Participation Agreement with the Sprinkler Industry Supplemental Pension Fund (Pension Fund) must be updated promptly when that information changes, for example, if Employees in a covered classification cease to be covered by the Plan or a new classification of Employees is covered by the Plan. Changes in the employees covered could result in a violation of the IRS coverage and non-discrimination rules. Such a violation would result in a termination of your participation in this Plan if not immediately corrected.

Name of Employer: _____

Address: _____

Phone: _____

E-mail: _____

As of (date) _____, the following updated Appendix A describes the classifications of employees covered by the above named Employer's Participation Agreement with the Pension Fund:

APPENDIX A

**CLASSIFICATIONS OF EMPLOYER'S EMPLOYEES COVERED BY THE
PENSION FUND**

Indicate each classification of employees to be covered under the Plan.

(NOTE: Under Federal law individuals who are owners of unincorporated employers may not participate in Funds such as the Sprinkler Industry Funds.)

_____ Individuals with ownership interests/shareholders of incorporated Employer

_____ Officers of incorporated Employer

_____ Persons involved in the management of incorporated Employer

_____ Relative of Officer or person with an ownership interest in incorporated Employer.

_____ Employees who are Bargaining Unit Alumni (Individuals who were covered by this Plan while performing work with the tools under a Collective Bargaining Agreement and while a member of the bargaining unit.)

_____ Other Classification(s). Please specify any other classification(s) of Non-Collectively Bargained Employees covered and briefly describe the type of work performed in each job classification if not obvious from the title of the classification.

Classification

Description of Work

Classification	Description of Work

If more space is required to describe classifications, use the back of this sheet or attach an additional sheet.

I certify the information I have provided is true, correct and complete to the best of my knowledge and belief.

Signed

Title

NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND

PARTICIPATION AGREEMENT FOR NON-COLLECTIVELY BARGAINED EMPLOYEES

The undersigned employer (hereafter referred to as "Employer") and the Trustees of the National Automatic Sprinkler Industry Welfare Fund (hereinafter "Welfare Fund" or "Fund") agree that the Non-Collectively Bargained Employees who are designated below may participate in the National Automatic Sprinkler Industry Welfare Plan (hereinafter "Plan") on the terms and conditions stated in this Participation Agreement, the Plan of Benefits and the Trust Agreement.

1. The Employer will make contributions to the National Automatic Sprinkler Industry Welfare Fund in accordance with the terms of this Agreement on behalf of its Non-Collectively Bargained Employees who are covered by this Agreement.

2. (a) The categories of Non-Collectively Bargained Employees who are eligible to participate in the Plan are the following: (1) a person who is an employee with an ownership interest in an incorporated Employer, (2) a person who is an employee and who is an officer of or otherwise involved in the management of an incorporated Employers, and a person who is a relative of individuals described in (1) or (2) above or who is a relative of a sole proprietor or partner of an unincorporated Employer. Non-collectively Bargained Employees of an Employer will not be eligible to participate in this Plan if they perform work of the type covered by a collective bargaining agreement in the building and construction industry (except the Sprinkler Industry) or perform work as a fabricator or truck driver. Owners (sole proprietors or partners) of unincorporated Employers may not participate in the Plan.

(b) The classifications of Non-Collectively Bargained Employees of the Employer who are covered by this Agreement are specified in Appendix A. This information must be updated promptly if Employees in a covered classification cease to be covered by the Plan or Employees in a new classification are covered by the Plan. All Employees of the Employer in a covered classification must be covered.

(c) The Employer certifies that the Non-Collectively Bargained Employees on whose behalf the Employer makes contributions pursuant to this Participation Agreement are eligible to participate under the terms of the Plan as described above.

(d) The Employer must keep adequate records to establish that each Non-Collectively Bargained Employee was employed by the Employer during the months the Employer reported the Employee to the Welfare Fund and to document the individual's eligibility to participate in the Plan. These records must be provided to the Trustees upon request.

3. (a) The Employer agrees to make monthly Plan Coverage Payments in the amount established by the Trustees (or contributions or payments on any other basis established by the Trustees) on behalf of its Non-Collectively Bargained Employees covered by this Agreement to the National Automatic Sprinkler Industry Welfare Fund. Plan Coverage Payments (or contributions or payments on any other basis established by the Trustees) must be made **Plan Coverage Payments** (or contributions or payments on any other basis established by the Trustees) **must be made in the**

full amount required by the Trustees each month. If the full amount is not paid on behalf of a Non-Collectively Bargained Employee, the Employee will lose coverage as provided in the Plan.

(b) **Plan Coverage Payments** (or contributions or payments on any other basis established by the Trustees) as set out in subparagraph 3(a) must be paid starting as of the date a Non-Collectively Bargained Employee performs work in a classification of employment requiring such payments to the Fund for that Employee.

(c) The payments to the Welfare Fund required above will be made to the "National Automatic Sprinkler Industry Welfare Fund" at the time and in the manner established by the Trustees. The Trustees have the authority to retain an accountant or representative to review the records of the Employer to determine whether the required payments have been correctly made.

4. The Employer, by signing this Participation Agreement, providing for participation in the Plan of the classifications of its Non-Collectively Bargained Employees specified on Appendix A, agrees to be bound by the terms and conditions of the Trust Agreement creating the Fund, as amended and any future amendments to the Trust Agreement; the Plan of Benefits adopted by the Trustees pursuant to the Trust Agreement including rules and regulations governing the participation of Non-Collectively Bargained Employees; and the decisions of the Trustees in administering the Welfare Plan in accordance with the Trust Agreement and Plan of Benefits. The Trust Agreement and the Plan of Benefits are incorporated in this Agreement by reference.

5. The Employer acknowledges that the Trustees have full discretion and authority to adopt rules governing the participation of Non-Collectively Bargained Employees in the National Automatic Sprinkler Industry Welfare Plan which may be included in the Plan of Benefits, the Trust Agreement and/or other Plan Documents and have the authority to amend and interpret these rules and documents. Such rules and documents may be amended by the Trustees without the consent of the Employer.

6. The Trustees are obligated under the law to enforce the provisions of the Plan and Trust Agreement and to insure compliance of all Employers, including Employers of participating Non-Collectively Bargained Employees, with the requirements of the Trust, the Plan, the rules governing the Participation of Non-Collectively Bargained Employees in this Plan and the requirements of the law.

7. The Employer agrees that the participation of its Non-Collectively Bargained Employees in the Plan may be terminated immediately if the Employer violates any provision of this Agreement, the Plan of Benefits, the Trust Agreement or the rules governing the Participation of Non-Collectively Bargained Employees in this Plan incorporated herein. Otherwise this Agreement may be terminated either by the Employer or the Trustees upon 60 days advance written notice to the other party

8. This Agreement will be modified to the extent required by law without the consent of the Employer.

**NATIONAL AUTOMATIC SPRINKLER
INDUSTRY WELFARE FUND**

Name of Employer

Chairman

Address of Employer

Date

Secretary

Signature

Date

Title

Date

Indicate Employer's organizational status:

Corporation (State: _____)

Check if LLC.

Sole proprietorship

Partnership

APPENDIX A

CLASSIFICATIONS OF EMPLOYER'S EMPLOYEES COVERED BY THE WELFARE PLAN

Indicate each classification of employees to be covered under the Plan.

(NOTE: Under Federal law individuals who are owners of unincorporated employers may **not** participate in Funds such as the NASI Funds.)

- _____ Individuals with ownership interests/shareholders of incorporated Employer
- _____ Officers of incorporated Employer
- _____ Persons involved in the management of incorporated Employer
- _____ Relative of Officer or person with an ownership interest in incorporated Employer.
- _____ Employees who are Bargaining Unit Alumni (Individuals who were covered by this Plan while performing work with the tools under a Collective Bargaining Agreement and while a member of the bargaining unit.)
- _____ Other Classification(s). Please specify any other classification(s) of Non-Collectively Bargained Employees covered and briefly describe the type of work performed in each job classification if not obvious from the title of the classification.

Classification	Description of Work _____
_____	_____
_____	_____
_____	_____
_____	_____

If more space is required to describe classifications, use the back of this sheet or attach an additional sheet.

NATIONAL AUTOMATIC SPRINKLER INDUSTRY WELFARE FUND

**INFORMATION UPDATE FORM FOR
NON-COLLECTIVELY BARGAINED EMPLOYEES
COVERED BY PARTICIPATION AGREEMENT**

Information concerning the employees covered by your Participation Agreement with the National Automatic Sprinkler Industry Welfare Fund (Welfare Fund) must be updated promptly when that information changes, for example, if Employees in a covered classification cease to be covered by the Plan or a new classification Employees are covered by the Plan. Changes in the employees covered could result in a violation of IRS non-discrimination rules. Such a violation would result in a termination of your participation in this Plan if not immediately corrected.

Name of Employer: _____

Address: _____

Phone: _____

E-mail: _____

As of (date) _____, the following updated Appendix A describes the classifications of employees covered by the above named Employer's Participation Agreement with the Welfare Fund:

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_____ Other Classification(s). Please specify any other classification(s) of Non-Collectively Bargained Employees covered and briefly describe the type of work performed in each job classification if not obvious from the title of the classification.

Classification

Description of Work

If more space is required to describe classifications, use the back of this sheet or attach an additional sheet.

I certify the information I have provided is true, correct and complete to the best of my knowledge and belief.

Signed

Title