## <u>APPENDIX "B"</u> PARTICIPATION AGREEMENT

**BETWEEN:** 

## THE TRUSTEES OF THE BOILERMAKERS' NATIONAL HEALTH FUND (CANADA)

(herein called the "Trustees")
OF THE FIRST PART

And

(herein called the "Employer")
OF THE SECOND PART

**WHEREAS** each of the following capitalized terms shall have the meaning ascribed thereto by the Declaration of Trust governing the Boilermakers' National Health Fund (Canada), amended and restated as of October 1, 2021, as may be amended from time to time; a copy of which has been provided to the Employer;

**AND WHEREAS** the Employer either employs members of the IBB pursuant to a Collective Agreement or is otherwise entitled to make Contributions to the Health Fund;

**AND WHEREAS** in consideration of the establishment and administration by the Trustees of the Health Plan providing Benefits for Members, the Employer covenants and agrees:

- 1. to pay Contributions to the Health Fund, in accordance with the provisions of the Collective Agreement in effect from time to time or such other document or agreement acceptable to the Trustees;
- 2. to pay such Contributions by the 15th day of the month following the month in which the Contributions were earned by the Member(s) and to deliver to the Health Fund such reports respecting names of covered Member(s) employed, and such other relevant data as the Trustees may from time to time require and in the manner the Trustees require.

The parties hereto agree that upon entering into this Participation Agreement, the Employer shall comply with all of the applicable provisions of the Declaration of Trust restated October 1, 2021 and as amended from time to time; including any reasonable request of the Trustees for any information, date, reports or documents. The Administrative Services Provider or the Auditor of the Health Fund, when duly authorized in writing signed by two (2) Trustees, or such person designated by the Trustees, may examine the payroll records of the Employer with respect to individual Members on whose behalf Contributions are or should be remitted whenever such examination is deemed necessary or advisable by the Board of Trustees in connection with the proper administration of the Health Fund and the Health Plan.

day of

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|            | THE TRUSTEES OF THE BOILERMAKERS' NATIONAL HEALTH FUND (CANADA) |
|            | By:   |
| Signature  | Trustee   |
|            | By:   |
| Print Name | Trustee   |
|            |   |
| Title      | <del></del>   |

**SIGNED, SEALED AND DELIVERED** this