

PARTICIPATION AGREEMENT

BETWEEN:

**THE TRUSTEES OF THE
BOILERMAKERS' NATIONAL HEALTH & WELFARE FUND (CANADA)**

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

and

[INSERT NAME OF EMPLOYER]

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

and

[INSERT NAME OF EMPLOYEE]

(herein called the "Employee")
OF THE THIRD PART

WHEREAS the Parties hereto recognize that the Settlor of the Boilermakers' National Health & Welfare Fund (Canada), hereinafter referred to as the "Welfare Plan", has modified its 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 Welfare Plan participation;

AND WHEREAS the Settlor acknowledges 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);

THEREFORE by executing this Participation Agreement the Trustees, Employer and Employee agree that the Employee shall continue to participate in the Welfare Plan in accordance with the following terms and conditions:

- (a) The Employee is currently a member in good standing of a Local Lodge of the Union that is bound or required to comply with 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 or required to comply with 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, but not limited to, Training, Apprenticeship, BCA Administration, Promotion, Health & Welfare, Pension and union dues, 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 Trustees, 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 or required to comply with 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, once made, is irrevocable as long as the Employee and Employer continue to satisfy the terms and conditions set out in this Participation Agreement.
- (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.
- (j) This Participation Agreement shall be enforceable in accordance with the grievance and arbitration procedure under the BCA Agreement or other applicable

Boilermaker Agreement referred to above and/or in accordance with the applicable *Arbitration Act* in the Province of Canada with jurisdiction to enforce its terms.

SIGNED this ____ day of _____, 2020.

FOR THE EMPLOYER

FOR THE EMPLOYEE

FOR THE TRUSTEES

Signature

Signature

Trustee

Print Name

Print Name

Trustee

Print Name of Company