



PARTICIPATION AGREEMENT

CENTRAL STATES, SOUTHEAST AND SOUTHWEST AREAS
 PENSION FUND/HEALTH AND WELFARE FUND
 9377 WEST HIGGINS ROAD
 ROSEMONT, ILLINOIS 60018-4938
 PHONE: (847) 518-9800

**HEALTH AND WELFARE ONLY EMPLOYER
 ACCOUNT NUMBER: _____**

THIS AGREEMENT sets forth the terms under which the Employer will participate in the Central States, Southeast and Southwest Areas Health and Welfare Fund ("Health and Welfare Fund") in accordance with its collective bargaining agreement with the Union covering the following job classification(s): SEE APPENDIX

and any other job classification covered by the collective bargaining agreement.

1. The Union and Employer agree to be bound by the Trust Agreement(s) of the Health and Welfare Fund and all amendments subsequently adopted as well as all rules and regulations presently in effect or subsequently adopted by the Trustees of the Health & Welfare Fund and accept the respective Employer and Employee Trustees and their successors.

2. The Employer shall contribute to the Health and Welfare Fund for each Covered Employee at the following rates:

	Member	Member+Child	Member+Spouse	Family
Effective Date: <u>January 1, 2011</u>	Rate: <u>\$14.66</u>	<u>\$19.58</u>	<u>\$30.22</u>	<u>\$39.19</u>
Effective Date: <u>January 2, 2011</u>	Rate: <u>\$102.60</u>	<u>\$137.00</u>	<u>\$211.50</u>	<u>\$274.30</u>
Effective Date: <u>January 1, 2012</u>	Rate: <u>\$112.00</u>	<u>\$152.70</u>	<u>\$236.10</u>	<u>\$306.50</u>
Effective Date: <u>December 30, 2012</u>	Rate: <u>\$122.60*</u>	<u>\$167.40*</u>	<u>\$259.10*</u>	<u>\$336.50*</u>
Effective Date: _____	Rate: _____	_____	_____	_____

* rate required to maintain plan, not to exceed quoted rates

3. Contribution rate changes after the last Effective Date set forth in paragraphs 2 shall be determined by each new collective bargaining agreement and such rate changes shall be incorporated into this Agreement. The parties may execute an interim agreement establishing contribution rates during the periods when a new collective bargaining agreement is being negotiated. In the absence of an interim agreement, the contribution rate required to be paid after termination of a collective bargaining agreement and prior to either the execution of a new collective bargaining agreement or the termination of this Agreement, shall be the rates in effect on the last day of the terminated collective bargaining agreement. However, the Trustees reserve the right to reduce benefit levels if the contribution rate is or becomes less than the then published rate for the applicable benefit plan.

4. This Agreement and the obligation to pay contributions to the Health & Welfare Fund will continue after the termination of a collective bargaining agreement except no contributions shall be due during a strike unless the Union and the Employer mutually agree in writing otherwise. This Agreement and the Employer's obligation to pay contributions shall not terminate until a) the Trustees decide to terminate the participation of the Employer and provide written notice of their decision to the Employer specifying the date of termination of participation or b) the Employer is no longer obligated by a contract or statute to contribute to the Health & Welfare Fund and the Health & Welfare Fund has received a written notice directed to the Health & Welfare Fund' Contracts Department at the address specified above sent by certified mail with return receipt requested which describes the reason why the Employer is no longer obligated to contribute or c) the date the NLRB certifies the result of an election that terminates the Union's representative status or d) the date the Union's representative status terminates through a valid disclaimer of interest. In the event an NLRB election or disclaimer of interest referred to in c) or d) relates to only part of the bargaining unit, this Agreement shall remain in effect with respect to the remainder of the bargaining unit.

5. When a new collective bargaining agreement is signed or the Employer and the Union agree to change the collective bargaining agreement, the Employer shall promptly submit the entire agreement or modification to the Health & Welfare Fund' Contracts Department by certified mail (return receipt requested) at the address specified above. Any agreement or understanding which affects the Employer's contribution obligation which has not been submitted to the Health & Welfare Fund as required by this paragraph, shall not be binding on the Trustees and this Agreement and the written

agreement(s) that has been submitted to the Health & Welfare Fund shall alone remain enforceable. An agreement that purports to retroactively eliminate or reduce the Employer's statutory or contractual duty to contribute to the Health & Welfare Fund shall not be valid.

6. For purposes of this Agreement, the term "Covered Employee" shall mean any full-time or part-time employee covered by a collective bargaining agreement requiring contributions to the Health & Welfare Fund and includes casual employees (i.e. short term employees who work for uncertain or irregular duration) except a casual employee shall not be a Covered Employee with respect to the Health and Welfare Fund if the collective bargaining agreement explicitly excludes casual employees from participation in the Health and Welfare Fund. Covered Employee shall not include any person employed in a managerial or supervisory capacity or any person employed for the principal purpose of obtaining benefits from the Health & Welfare Fund.

7. The Employer agrees to remit contributions on behalf of each Covered Employee for any period he/she receives, or is entitled to receive, compensation (regardless of whether the employment relationship is terminated), including show up time pay, overtime pay, holiday pay, disability or illness pay, layoff/severance pay, vacation pay or the payment of wages which are the result of any National Labor Relations Board proceeding, grievance/arbitration proceeding or other legal proceeding or settlement. If the collective bargaining agreement states that contributions shall not be due on newly hired Covered Employees for a specified waiting period, no contributions shall be due until the Covered Employee completes the specified waiting period. If required by the applicable collective bargaining agreement, contributions shall also be made to the Health & Welfare Fund on behalf of any Covered Employee who is not working due to illness or injury even if the Covered Employee is not entitled to compensation.

8. On or before the 15th day of each month, the Employer must report to the Health & Welfare Fund any change in the Covered Employee workforce (including, but not limited to new hires, layoffs or terminations) which occurred during the prior month and must pay all contributions owed for the prior month. In the event of a delinquency, a) the Employer shall be obligated to pay interest on the monies due to the Health & Welfare Fund from the date when payment was due to the date when the payment is made, together with all expenses of collection incurred by the Health & Welfare Fund, including, but not limited to, attorneys' fees and costs and b) at the option of the Trustees or their delegated representative, the payment of contributions that accrue after the Employer has become delinquent shall be accelerated so that the contributions owed for each calendar week (Sunday through Saturday) shall be due on the following Monday. If the Employer fails to report changes in the covered workforce on time, the Employer must pay the contributions billed by the Health and Welfare Fund regardless of actual terminations, leaves of absence, layoffs or other changes in the workforce. The Trustees reserve the right to terminate the participation of any Employer that fails to timely pay required contributions.

9. The Employer shall provide the Trustees with access to its payroll records and other pertinent records when requested by the Health & Welfare Fund. If litigation is required to either obtain access to the Employer's records or to collect additional billings that result from the review of the records, all costs incurred by the Health & Welfare Fund in conducting the review shall be paid by the Employer and the Employer shall pay any attorneys' fees and costs incurred by the Health & Welfare Fund.

10. The Trustees shall not be required to submit any dispute concerning the Employer's obligation to pay contributions to any grievance/arbitration procedure set forth in any collective bargaining agreement.

11. The Employer acknowledges that it is aware of the Health & Welfare Fund' adverse selection rule and agrees that while this Agreement remains in effect, it will not enter into any agreement or engage in any practice that violates the adverse selection rule.

12. This Agreement shall in all respects be construed according to the laws of the United States. In all actions taken by the Trustees to enforce the terms of this Agreement, including actions to collect delinquent contributions or to conduct audits, the Illinois ten year written contract statute of limitations shall apply. The Employer agrees that the statute of limitations shall not begin to accrue with respect to any unpaid contributions until such time as the Health & Welfare Fund receives actual written notice of the existence of the Employer's liability.

13. This Agreement may not be modified or terminated without the written consent of the Health & Welfare Fund. To the extent there exists any conflict between any provisions of this Participation Agreement and any provisions of the collective bargaining agreement, this Participation Agreement shall control.

IN WITNESS WHEREOF, said Employer and Union have caused this Instrument to be executed by their duly authorized representatives, the day and year first above written.

Douglas County
Employer Name

Mary Ann Borgeson
Representative Signature

Mary Ann Borgeson, Chair-Board of Commissioners
Printed Name and Title

December 14, 2010
Date

1819 Farnam Street, Room LC2

Omaha, NE 68183-0008
Complete Address of Employer

402-444-7025 402-444-6559
Telephone Number Fax Number

47-6006455
Federal Employer Identification Number

If the Employer is signatory to a National or Group Contract, indicate the name of such Contract:

Is the Employer an itinerant construction company working on a project or on a seasonal basis? Yes _____ No _____

APPROVED AS TO FORM:

Deane M. Carlson
Deputy County Attorney

Local Union No. 554

Daniel W. Avelyn
Representative Signature

Daniel W. Avelyn, Vice-President
Printed Name and Title

December 16, 2010
Date

COUNTY OF DOUGLAS - OFFICIAL RECORD

List of Covered Job Classifications:

Automotive Equipment Operator I
Automotive Equipment Operator II
Automotive Equipment Operator III
CAD Detailer
CAD Drafter
Construction Technician
Equipment Mechanic I
Equipment Mechanic II
Equipment Mechanic III
Foreman
Instrument Technician
Inventory Control Clerk
Laborer
Parks and Trails Maintenance Technician
Paint Striper
ROD Technician
Sign Technician
Small Engine Technician
Traffic Services Technician