

NATIONAL EMPLOYEES HEALTH PLAN

PARTICIPATION AGREEMENT FOR NON-BARGAINING UNIT EMPLOYEES OF SIGNATORY EMPLOYERS

The undersigned signatory Employer, as the Employer of certain employees (hereafter referred to as the “Employer”), hereby agrees to pay contributions to the **NATIONAL EMPLOYEES HEALTH PLAN** (hereafter referred to as the “Trust Fund”), subject to the following terms and conditions:

1. Rules of Participation

Participation in the Trust Fund and eligibility for benefits are governed by the Rules of Participation for Non-Bargaining Unit Employees as set forth in the Plan Document and incorporated herein by reference.

2. Eligible Employers

The Board of Trustees shall determine what employers or categories of employers may participate in the Trust Fund, and the terms and conditions for such participation.

3. Employees Subject to this Agreement

a) Definitions

1) “Non Bargaining Unit Employee” shall mean an employee of a signatory employer who is performing work not covered under the terms of a collective bargaining agreement.

2) “Principal” shall mean an employee of a corporate signatory employer who owns stock in the corporation or controls its business activities or an owner or partner of an unincorporated signatory employer who may, from time to time, perform work covered under a collective bargaining agreement with the IBT. For purposes of this agreement, a Principal shall be considered as a Non Bargaining Unit Employee.

b) This Participation Agreement applies only to those Non Bargaining Unit

Employees named below:

<u>NAME</u>	<u>JOB TITLE</u>	<u>SOCIAL SECURITY #</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

c) No other Non-Bargaining Unit Employees shall be eligible to participate in the Trust Fund unless there is a written modification to this Agreement, subject to approval by the Board of Trustees.

4. Contribution Schedule

a) Rate of Contributions - The Employer agrees to pay contributions at the rate as determined by the Board of Trustees, from time to time. In the event of a change in the amount of the contribution to be paid, the Board of Trustees shall notify the employer, in writing, thirty (30) days in advance of any change in the contribution amount.

b) Payment Due Date - The Employer agrees that contributions shall be paid on a monthly basis to be received at the Fund Office no later than the first day of the month of coverage.

c) Monthly Eligibility - Employees covered under this Agreement shall remain eligible for benefits under the Health Plan for the month in which a timely contribution is made on the employee's behalf. In the event of a late payment, eligibility shall be terminated effective the last month for which a timely payment was made.

5. Notices

a) All notices shall be sent to the Employer at the address shown on the signature page to this Participation Agreement.

b) All notices shall be sent to the Trust Fund at the following address:

NATIONAL EMPLOYEES HEALTH PLAN

c/o Lou Csordas

United Benefit Advisors, LLC

PO Box 430

Sterling Heights, MI 48311

6. Termination of Agreement and Termination of Employee Eligibility

a) This Participation Agreement may be terminated at will, upon thirty (30) day's written notice, for any reason, by the Employer or by the Trust Fund.

b) This Participation Agreement may be terminated by the Trust Fund, immediately, and without the need for notice, if:

(1) the Employer is delinquent in paying contributions on behalf of any of its employees subject to this Participation Agreement; or

(2) the Employer is delinquent in paying contributions on behalf of any bargaining unit employees; or

c) This Participation Agreement shall be terminated immediately, and without the need for notice if the Employer is not signatory to a collective bargaining agreement with a local union affiliated with the International Brotherhood of Teamsters with whose terms the Employer is in full compliance and which covers bargaining unit employees.

d) Upon termination of this Participation Agreement as provided in subparagraphs (a), (b) or (c), all benefits under the Trust Fund to which Non-Bargaining Unit

Employees may be entitled shall be terminated on the last day of the month for which contributions were paid in full.

7. Effective Date

This Participation Agreement is entered into effective this _____ day of _____, 2008, subject to approval of the Board of Trustees of the Trust Fund.

IN WITNESS WHEREOF, the undersigned Employer agrees to the terms of this Participation Agreement.

NAME OF EMPLOYER

By: _____
Authorized Representative

ADDRESS

TITLE

CITY, STATE AND ZIP CODE

DATE

TELEPHONE