

ALASKA ELECTRICAL HEALTH & WELFARE FUND SPECIAL AGREEMENT

Providing for the Coverage of
Certain Non-bargaining Unit Personnel

To: Joint Board of Trustees,
Alaska Electrical Health & Welfare Fund
2600 Denali Suite 200
Anchorage, AK 99503-2782

EMPLOYER'S REQUEST TO PARTICIPATE

1. The undersigned Employer, _____, hereinafter referred to as "Employer", is a party to a collective bargaining agreement with IBEW Local Union 1547 and intends to be a party to such subsequent and future agreements thereafter as negotiated and agreed by the parties thereto.
2. Said collective bargaining agreement provides for the making of contributions to the Alaska Electrical Health & Welfare Fund (hereinafter referred to as the "Fund") for the purpose of providing bargaining unit employees with health & welfare coverage.
3. The Employer now requests that the Trustees permit it to make contributions to the Fund for the following non-bargaining unit personnel, which personnel are defined as follows:
 - corporate officers or members engaged full-time in the affairs of the corporation or limited liability company.
 - sole proprietors and partners engaged full-time in the affairs of the company or partnership; and
 - all employees not represented by IBEW Local 1547 or by any other labor organization, regardless of the nature or type of work being performed.

(hereinafter collectively referred to as "Personnel" or individually referred to as "Covered Individual")

The Employer agrees to make contributions for all such personnel in the above categories beginning the month of _____, 200__, and continuing each month during the terms of the aforesaid collective bargaining agreement and each subsequent collective bargaining agreement, in accordance with the alternatives selected below: (initial one)

_____ A. ALL Personnel (including full-time, part-time, seasonal, temporary)

_____ B. FULL-TIME Personnel only (120 or more compensable hours in a month, including seasonal and temporary personnel)

4. The contribution rate for plan _____ shall be \$_____ per month per Covered Individual, or such other rate as may be fixed from time to time by the Board of Trustees. The Trustees shall notify the Employer in writing of such change. Contributions are due for each month a Covered Individual covered by this agreement has compensable hours.

This Special Agreement shall supersede any prior Special Agreement the Employer had with respect to the Fund. It shall continue to be in full force and effect during the interim period between an expired collective bargaining agreement and a negotiated subsequent bargaining agreement.

The Employer agrees that it is solely responsible for the making of contributions to the Fund. Contributions shall not be accepted from a Covered Individual.

5. This Special Agreement shall be terminated upon the complete and apparently permanent termination of the collective bargaining agreement or apparently permanent failure to enter a new collective bargaining agreement between the Employer and IBEW Local Union 1547 as certified by the Employer and IBEW Local Union 1547 to the Trustees or may be terminated upon the mutual agreement of the Employer and Trustees as permitted by the Employment Retirement Income Security Act of 1974, (ERISA) as amended, and other applicable laws and regulations.

Should this Special Agreement be terminated by mutual consent, the Employer understands that the Trustees reserve the right to refuse approval to any subsequent proposal for a Special Agreement by the Employer at a later time since the intent of this Special Agreement is that it be effective during the Employer's entire span of business activity within the electrical industry.

In the event the Employer is not engaged in business activity within the electrical industry as aforementioned, the Fund shall immediately cancel this Special

Agreement and shall mail or deliver a written notice of such cancellation to the Employer thirty (30) days in advance of the Employer's termination from the Fund.

6. The details of the health & welfare program will be determined by the Trustees. The undersigned acknowledges receipt of a copy of the Trust Agreement creating the Alaska Electrical Health & Welfare Fund and agrees to be bound by said Trust Agreement and all amendments hereto or hereafter and administrative policies adopted by the Trustees. The undersigned does further agree to accept, as its representatives, the Employer Trustees who serve on the Board of Trustees and their successors.
7. Contributions will be paid to the Fund by the Employer by the 15th day of the month following the month for which the contributions are earned or by such other due date as may be established by the Trustees. The Trustees will furnish transmittal forms for use by the Employer in making the contributions.
8. The Employer acknowledges that the Fund is intended to be qualified under Section 501 (c)(9) of the Internal Revenue Code and agrees to promptly take any action, including but not limited to making additional contributions or terminating this agreement or providing any payroll records, data, reports, documents or other materials or information reasonably required by the Trustees to ensure the Fund's continued qualification.
9. This special Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes all other prior or contemporaneous agreements, oral or written, between the parties not included herein. No modifications, amendments, deletions or alterations of this Special Agreement shall be effective unless in writing and signed by all of the parties hereto or such representatives of the parties as have been duly authorized to make such change. This Special Agreement and the respective rights and obligations of the parties shall be construed and interpreted in accordance with the laws of the State of Alaska to the extent not preempted by ERISA.

Submitted this _____ day of _____, 200____.

Name and address of Employer: _____

By: _____ Title of Authorized Representative
Authorized Representative

Employer is a:

_____ Corporation (give names of president and secretary)

_____ Sole Proprietorship (give names of owner and spouse)

_____ Partnership (give names of partners)

APPROVAL OF SPECIAL AGREEMENT

The Board of Trustees of the Alaska Electrical Health & Welfare Fund has approved this Special Agreement, effective _____, at their _____, meeting.

Dated this _____ day of _____, 200__.

Joint Board of Trustees
Alaska Electrical Health & Welfare Fund

By: _____
Co-Chairman

By: _____
Co-Chairman