

**ALASKA ELECTRICAL PENSION PLAN**  
**of the**  
**ALASKA ELECTRICAL PENSION FUND**  
**SPECIAL AGREEMENT**

Providing for the Coverage of  
Certain Non-bargaining Unit Employees

To: Joint Board of Trustees,  
Alaska Electrical Pension Plan of the  
Alaska Electrical Pension Fund  
2600 Denali Street, Suite 200  
Anchorage, AK 99503-2782

**EMPLOYER'S REQUEST TO PARTICIPATE/CONTINUE PARTICIPATION**

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 are negotiated and agreed by the parties thereto.
2. Said collective bargaining agreement provides for the making of contributions to the Alaska Electrical Pension Plan of the Alaska Electrical Pension Fund (the "Plan") for employees covered by the collective bargaining agreement for the purpose of providing bargaining unit employees with the pension program provided through the Plan.
3. The Employer now requests that the Joint Board of Trustees permit it to make contributions to the Plan for its non-bargaining unit employees in accordance with the alternative selected below so that they also may participate in the pension program:

**(Check A or B)**

- A. \_\_\_\_\_ (All Employees Provision) All non-bargaining unit employees. Employees in a unit of employees covered by a collective bargaining agreement between the Employer and a labor organization, other than IBEW Local Union 1547, which does not provide for retirement benefits comparable to those negotiated with IBEW Local Union 1547 shall also be included.
- B. \_\_\_\_\_ (Alumni-Only Employees Provisions) All non-bargaining unit employees who meet the following conditions: the employee has, during the current or a prior plan year, earned a benefit under the Plan and at least one-half of his or her total hours of service

for that year with any and all employers required to contribute to the Plan were performed as a member of a unit of employees covered by a collective bargaining agreement, as defined in the Plan.

A sole proprietor, partner, other self-employed person, or a corporate shareholder who owns, including interests owned by that individual's spouse, more than fifty percent (50%) of an Employer

\_\_\_\_\_ shall

\_\_\_\_\_ shall not

participate in the Plan, provided he or she receives Compensation or "earned income" within the meaning of Section 401(c)(2) of the Internal Revenue Code for personal services performed for the Employer.

4. (Initial Eligibility Requirement) The Employer shall make contributions on behalf of each employee in the category described in paragraph 3 above regardless of employment status (full-time, part-time, temporary, etc.) after the employee meets the following initial eligibility requirement:

**(Check A, B, or C)**

A. \_\_\_\_\_ 1 hour of service

B. \_\_\_\_\_ 435 hours of service

C. \_\_\_\_\_ 700 hours of service

Contributions shall be made for an employee beginning with the employee's first hour of service if A is selected or beginning on the first day of the month following the date the employee earns the number of hours of service required under B or C within a twelve-month period beginning on the employee's employment date. The term "hours of service" is defined in the Plan.

This paragraph applies if B or C is selected. If the employee does not earn the required hours of service in this initial twelve-month period, subsequent twelve-month periods shall mean a calendar year, beginning in or after the initial twelve-month period, in which the employee earns the required hours of service. Once an employee meets this eligibility requirement, the employee shall thereafter be eligible for contributions under the Plan unless his or her years of service are disregarded under the terms of the Plan. If an individual meets the eligibility requirements of this section before becoming covered by a Special Agreement, the individual will be eligible for contributions under the Special Agreement as of its effective date. An

employee must meet the eligibility requirement separately with respect to each Employer controlled group which contributes on behalf of the employee.

5. If this proposal is accepted, the Employer agrees to make contributions for all employees as described above, beginning with the month of \_\_\_\_\_, and continuing each month during the term of the aforesaid collective bargaining agreement and each subsequent collective bargaining agreement.

This Special Agreement shall supersede any prior Special Agreement the Employer had with respect to the Plan. It shall also continue to be in full force and effect during the interim period between an expired collective bargaining agreement and a negotiated subsequent bargaining agreement. By signing this Agreement, the Employer represents and certifies that the Employer is unaware of any facts or circumstances which might cause amendments herein to the terms of a prior Special Agreement to discriminate in favor of highly compensated employees.

6. This Special Agreement shall continue during the term of the aforesaid collective bargaining agreement and each subsequent collective bargaining agreement 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; provided, however, that either party may terminate this Special Agreement by giving the other party written notice of an intention to terminate at least thirty (30) days in advance of the specified termination date.
7. The Employer acknowledges the Plan is intended to be qualified under Section 401 of the Internal Revenue Code and agrees to promptly take any action, including but not limited to making additional contributions or terminating this agreement, and providing any payroll records, information, data, reports or documents reasonably required by the Trustees to assure the Plan's continued qualification.
8. Contributions shall be made for employees in accordance with the following alternative selected by the Employer:

**Contribution Alternative**  
**(Initial A or B)**

- A. \_\_\_\_\_ Contributions shall be made, for each employee, for 173.33 hours for each month the employee has one (1) hour of service, regardless of actual hours worked, except that contributions shall be based on actual compensable hours for the employee's last month of employment with the Employer and, if the "1 hour of service" eligibility requirement is selected in paragraph 4, for the first month of employment with the Employer.
- B. \_\_\_\_\_ For each salaried employee, contributions shall be made for 173.33 hours for each month the employee has at least one hour of service, regardless of actual

hours worked, except that contributions shall be based on actual compensable hours for the employee's last month of employment with the Employer and, if the "1 hour of service" eligibility requirement is selected in paragraph 4, for the first month of employment with the Employer; and

For each hourly employee, contributions shall be made for actual compensable hours.

A sole proprietor, partner, other self-employed person, or a corporate shareholder who owns, including interests owned by that individual's spouse, more than fifty percent (50%) of an Employer may not be reported as an hourly employee even if B is selected.

9. The contribution rate shall be in accordance with the following alternative selected by the Employer:

**Contribution Rate Alternative**  
**(Initial A, B, or C)**

- A. \_\_\_\_\_ The contribution rate on behalf of all employees in the above categories shall be equal to \_\_\_\_\_ percent of each employee's Compensation<sup>1</sup>; or
- B. \_\_\_\_\_ The contribution rate on behalf of all employees in the above categories shall be the same as for employees covered under the \_\_\_\_\_ collective bargaining agreement with IBEW Local Union 1547; or
- C. \_\_\_\_\_ The contribution rate on behalf of all employees in the above categories shall be \$\_\_\_\_\_ (insert a dollar amount no less than \$0.50 and no more than the highest contribution rate required by the employer's collective bargaining agreements with IBEW Local 1547).
10. The Employer understands it is wholly responsible for the making of contributions to the Plan.
11. The details of the Plan will be determined by the Board of Trustees in its sole discretion. The Employer acknowledges that it is familiar with the terms of the Trust Agreement creating the Alaska Electrical Pension Fund (dated July 11, 1968 and restated and reaffirmed February

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<sup>1</sup> "Compensation" means wages within the meaning of Code Section 3401(a) and all other payments of compensation to a Participant by an Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish a written statement to the Participant under Code Sections 6041(d) and 6051(a)(3). For any self-employed individual covered by the Plan, Compensation will mean Earned Income. Compensation shall also include elective deferrals defined in Code Section 402(g)(3), including elective deferrals under Code Sections 401(k), 402(e)(3), 402(h), 403(b) or 408(p)(2)(A)(i), and elective contributions or deferrals not included in gross income under Code Sections 125, 132(f)(4) and 457.

20, 1998), and the restated Plan Document effective as of January 1, 2001, both as amended to date of this Special Agreement. The Employer agrees to be bound by said Trust Agreement and Plan Document and all amendments to those documents hereto or hereafter adopted. Copies of these documents are available upon request. The Employer does further agree to accept, as its representatives, the Employer Trustees who serve on the Joint Board of Trustees and their successors.

12. Contributions will be paid to the Plan by the Employer by the 15th day of the month following the month in which the contributions were earned, or by such other due date as may be established by the Trustees. The Trustees will furnish transmittal forms for the use of the Employer making the contributions.
13. 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.

Submitted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name and address of Employer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative  
  
\_\_\_\_\_  
Title of Authorized Representative

Employer is a:

\_\_\_\_\_ Corporation (give names of president and secretary)  
\_\_\_\_\_

\_\_\_\_\_ Sole Proprietorship (give names of owner and secretary)  
\_\_\_\_\_

\_\_\_\_\_ Partnership (give names of partners)  
\_\_\_\_\_

**APPROVAL OF SPECIAL AGREEMENT**

The Joint Board of Trustees of the Alaska Electrical Workers Money Purchase Pension Plan, of the Alaska Electrical Pension Fund has approved this Special Agreement, effective \_\_\_\_\_, at their \_\_\_\_\_, meeting.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Joint Board of Trustees  
Alaska Electrical Workers Money Purchase Pension  
Plan of the Alaska Electrical Pension Fund

By: \_\_\_\_\_  
Co-Chairman

By: \_\_\_\_\_  
Co-Chairman