

**PPA SCHEDULE ELECTION FORM**  
**(for use by Contributing Employers that contribute pursuant to Collective Bargaining Agreements)**

**NOTE: By executing this form, the collective bargaining parties are reopening and amending their existing collective bargaining agreement. All parties to the agreement must agree to and sign this Election Form, or it will not be honored by the Fund.**

\_\_\_\_\_ (Employer”), Account #\_\_\_\_\_, and \_\_\_\_\_ (“Union”) intend to modify the collective bargaining agreement (the “Agreement”) dated \_\_\_\_\_ between the Employer and Union by executing and submitting to the Fund this PPA Schedule Election Form. The undersigned represent and warrant that they have the authority to act in this regard on behalf of their respective organizations and that their signatures hereto warrant their respective organization’s agreement to adopt the Preferred Schedule (Old Pool) and to abide by the terms and conditions thereof. The undersigned agree as follows:

1. Employer is currently a contributing employer to the Fund.
2. The undersigned parties agree to adopt the Preferred Schedule (Old Pool) as set forth in the Fund’s Rehabilitation Plan, effective \_\_\_\_\_. **NOTE: The 5% annual increases required by the Preferred Schedule will be based on the Employer’s current contribution rate, which includes a 10% surcharge.**
3. Employer agrees to make contributions pursuant to the requirements of the Preferred Schedule (Old Pool), which requires 5% annual increases in contributions to the Fund. Employer and Union acknowledge that all other obligations in the Agreement remain in full force and effect, including but not limited to Employer’s obligation to make increased pension contributions for higher benefit levels during the term of the Agreement. Employer and Union acknowledge and agree that the 5% annual increases required by the Preferred Schedule (Old Pool) will be applied to a base that includes any applicable PPA Surcharge and the contribution rate required by the Agreement. The first 5% increase will be effective on the Effective Date of this Election Form, and subsequent increases will be effective on each anniversary of the Effective Date.
4. Employer agrees to be bound by all Fund rules governing contributions to the Fund set forth in the accompanying PPA Schedules, including but not limited to the requirement to contribute for every hour or portion of an hour, beginning on the first day of employment, that a person (i) works in a job classification that is covered by the collective bargaining agreement or (ii) receives pay in lieu of such work, including all forms of pay for holidays, vacation, sick leave, pro rata vacation and severance, and to make those contributions on behalf of full-time and part-time, temporary and permanent, probationary, seasonal and leased employees, and employees of any other type, either working or receiving pay as specified in (i) or (ii) above.

5. Employer and Union further agree that each term and condition of the PPA Schedule adopted by them herein is incorporated into the Agreement.

6. This Election Form is hereby made part of the Agreement, and the terms set forth in this Election Form shall define the Employer's contribution obligations to the Fund. Any term in the Agreement that is contrary to a term set forth in this Election Form or that is otherwise contrary to the rules of the Fund and the PPA Schedules shall be of no force and effect.

Upon receipt of this executed Election Form, the Fund will send to Employer and Union an acknowledgment letter specifying the updated monthly contributions required from the Employer for the remaining term of the Agreement.

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

Employer: \_\_\_\_\_

Union: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_