

**NATIONAL ELEVATOR INDUSTRY PENSION PLAN
LOCAL 1 ELEVATOR CONSULTANT PROGRAM
ENROLLMENT REQUEST FORM AND PROGRAM AGREEMENT**

Effective January 1, 2020, the Board of Trustees of the National Elevator Industry Pension Plan (Trustees) established a temporary waiver program that allows a retiree of the National Elevator Industry Pension Plan (Plan) to continue receiving his or her monthly pension benefit while working as an Elevator Consultant solely with respect to projects within the geographic jurisdiction of IUEC Local 1 provided the retiree enrolls in the Local 1 Elevator Consultant Program (Program). If you retired prior to October 1, 2019, you can enroll in the Local 1 Elevator Consultant Program as early as January 1, 2020. If you retire on or after October 1, 2019, you may enroll in the program no earlier than 6 months after your Effective Date of pension.

To enroll in the Local 1 Elevator Consultant Program, you must:

- Complete this Enrollment Request Form, and
- Enter into the Local 1 Elevator Consultant Program Agreement by signing this combined Enrollment Request Form and Program Agreement.

Please complete, sign, date and submit this combined Enrollment Request Form and Program Agreement to:

National Elevator Industry Pension Plan
Attn: Director, Pension & Eligibility Operations
19 Campus Blvd., Suite 200
Newtown Square, PA 19073
Fax: (610) 557 4520

You will be promptly notified in writing that either: (1) Your Enrollment Request Form and Program Agreement has been accepted, and you are enrolled in the Program and may work as an Elevator Consultant at an Elevator Consulting Firm in accordance with the terms of your Program Agreement, or (2) your Enrollment Request Form is either incomplete or has been rejected and the basis for rejection. If your Enrollment Request Form has been rejected, your Program Agreement will not become effective. If you enter Disqualifying Employment before you receive notice that your Enrollment Request Form and Program Agreement has been accepted, your monthly benefit will be suspended in accordance with the Plan's benefit suspension rules for any months of Disqualifying Employment before you are covered by the Program.

Applicant's Information

Applicant's Name: _____ Date of Birth: _____

Applicant's Address: _____

Email Address of Retiree/Applicant: _____ Phone No. of Retiree/Applicant: _____

ID Number: _____ Your last Employer: _____ Termination Date: _____

BENEFITS OFFICE USE ONLY

Pension Effective Date: _____ Benefit Currently Suspended? Yes: No: NEIHBP Retiree Coverage: Yes: No:

Applicant's Elevator Consultant Employment Information

You must read this Enrollment Request Form and Program Agreement in full and answer each of the information requests below.

I intend to work as an Elevator Consultant for the following Elevator Consulting Firm: _____

Address of Elevator Consulting Firm: _____

Anticipated Start Date: _____ Will you work as an Employee or Independent Contractor? _____

Elevator Consulting Firm's Phone No: _____ Email Address: _____ Website: _____

I intend to perform the following elevator consulting duties for this Elevator Consulting Firm: _____

BENEFITS OFFICE USE ONLY

Contributing Employer? Yes: No: Local 1, Standard Agreement or both? _____

Important Program Definitions

Disqualifying Employment: For the period before your 65th birthday (i.e., before Normal Retirement Age), means: (1) any work of the type covered by the trade or craft jurisdiction of the Union, including supervisory work, either for a person, firm or corporation, or (2) employment or self-employment in any category of work in the elevator industry. However, you will not be considered to be employed in the elevator industry if you are employed solely as an elevator inspector and perform no work of the type which is Covered Employment under the Plan, or if you are an instructor and/or part-time administrator for the National Elevator Industry Educational Plan. Once you are age 65 (i.e., upon attaining Normal Retirement Age), Disqualifying Employment is employment or self-employment in an industry covered by the Plan, in the geographic area covered by the Plan, and in any trade or craft jurisdiction of the Union, including supervisory work, determined at the time your pension payments began as described below.

Effective Date: Means the first day of the month after the Plan signs the Program Agreement. Program Agreements signed before January 1, 2020 will be effective January 1, 2020.

Elevator Consultant: Means a person providing one or more of the following services for an Elevator Consulting Firm: elevator and escalator consulting services with respect to new building design, system design, existing building modernization and renovation, design build, construction administration, traffic analysis, component specifications, contract bid analysis, maintenance audits and contract compliance, and such other elevator and escalator consulting services that are generally recognized as services provided by elevator consulting firms where such consulting services are provided to building owners, property and facility managers, architects, developers, building engineers, condominium associations, insurance firms and adjusters, state or regional transportation authorities, and federal, state and local governments. An Elevator Consultant may not perform any other work within the work jurisdiction of the Union or which would otherwise be Disqualifying Employment.

Elevator Consulting Firm: Means a business entity that ordinarily and routinely provides the Elevator Consultant services described above, although it may also provide elevator inspection services. Notwithstanding the foregoing, an Elevator Consulting Firm does not include any non-signatory employer which is a direct competitor of an Employer with respect to furnishing, erecting, repairing, servicing, or maintaining elevators, freight elevators, moving stairways or dumb-waiters.

Program Agreement Period: Means the period beginning when the Program Agreement is signed and ending on the later of December 31, 2022 or 12 months after the Effective Date. However, the Program Agreement Period may end earlier as set forth in paragraph 5 below.

LOCAL 1 ELEVATOR CONSULTANT PROGRAM AGREEMENT

The Board of Trustees of the National Elevator Industry Pension Plan ("Trustees") have established an Elevator Consultant Waiver Program within the Geographic Jurisdiction of IUEC Local 1 (the "Local 1 Elevator Consultant Program" or "Program"). Under the Local 1 Elevator Consultant Program, upon execution of this Local 1 Elevator Consultant Program Agreement ("Agreement") by the Plan, the Trustees agree to temporarily waive suspension of your benefits while the Applicant listed on page 1 of this Enrollment Request Form and Program Agreement work as an Elevator Consultant for an Elevator Consulting Firm (as those terms are defined above and listed on page 1) within the jurisdiction of IUEC Local 1 and complies with the Agreement's terms. The Program Enrollment Request Form and the Important Definitions are a part of this Agreement.

By signing this Agreement, you hereby certify, acknowledge and agree as follows:

1. I certify that I have accurately completed and submitted to the National Elevator Industry Pension Plan ("Plan") a Local 1 Elevator Consultant Program Enrollment Request Form and Program Agreement.
2. During the Program Agreement Period, I will be employed or self-employed as an Elevator Consultant for an Elevator Consulting Firm as described on page 1 of this Enrollment Request Form and Program Agreement solely with respect to projects within the geographic jurisdiction of IUEC Local 1. During the Program Agreement Period, I will not perform any Disqualifying Employment except as described in the preceding sentence.
3. I will notify the Plan in writing to the Benefits Office at the address on page 1 of this Enrollment Request Form and Program Agreement within 14 days if any of the following occur:
 - I engage in, or have been asked by the Elevator Consulting Firm to engage in, elevator consulting services with respect to a project outside the geographic jurisdiction of Local 1. The Trustees may permit services with respect to a project outside the geographic jurisdiction of Local 1 which are *de minimis*; that is, infrequent and incidental to the consulting services you provide to the Elevator Consulting Firm on projects within the geographic jurisdiction of Local 1, but will not do so if you do not provide notice within such 14 day period.
 - My Elevator Consultant services materially change or I cease to be employed or engaged by the Elevator Consulting Firm listed in this Enrollment Request Form and Program Agreement. If your Elevator Consultant services materially change or you cease to be employed or engaged by the Elevator Consulting Firm listed in your Enrollment Request Form and you provide timely notice of such change, the Benefits Office may continue the Program Agreement Period through an amendment to the Enrollment Request Form and Program Agreement.

- I engage in any Disqualifying Employment except as set forth in paragraph 2 of this Agreement.
4. I will timely provide the Trustees with information regarding my activities as an Elevator Consultant upon request of the Benefits Office.
 5. I understand and agree that this Agreement will terminate, and the waiver of the Plan's Disqualifying Employment provisions under this Program will end without further notice to me upon the end of the Program Agreement Period. I also understand and agree that my breach of any provision of this Enrollment Request Form and Program Agreement results in automatic termination of this Agreement even before the end of the Program Agreement Period.

The undersigned certifies that he or she has read this Enrollment Request Form and Program Agreement and agrees to be bound by it.

Signature of Applicant: _____

Print Name: _____

Date: _____

Approved by the National Elevator Industry Pension Plan on this _____ day of _____, 20____

Authorized Signature: _____

If the Retired Employee's Application is approved, the Plan will mail the Retired Employee a fully executed copy of this Agreement for his or her records.