

EASTERN ATLANTIC STATES CARPENTERS TECHNICAL CENTERS
AND
THE CARPENTERS LOCAL 491 FRINGE BENEFIT PLANS

PARTICIPATION AGREEMENT

WHEREAS, Section 302(c)(5) the Labor Management Relations Act (LMRA) of 1947, commonly known as the Taft-Hartley Act, requires that contributions to trust agreements for certain benefits be in writing;

WHEREAS, the Eastern Atlantic States Carpenters Technical Center (“EASCTC”), Mid Atlantic Carpenters Training Centers, Mid Atlantic Regional Council of Carpenters Joint Apprenticeship Training Committee – West Virginia District, Inc., Keystone Mountain Lakes Carpenters’ Apprenticeship and Training Fund, and Carpenters’ Local No. 491 Training Fund entered into a Merger Agreement effective December 31, 2024 (the “Merger Agreement”);

WHEREAS, the the EASCTC (hereinafter, the “Employer”) has agreed to permit certain of its employees as described in **Exhibit A** of this Participation Agreement to participate in the Carpenters Local No. 491 Annuity Plan (the “Annuity Plan”), the Carpenters Local No. 491 Health and Welfare Plan (the “Health and Welfare Plan”), and the Carpenters Local No. 491 Pension Plan (the “Pension Plan”) (each, a “Plan,” and collectively, the “Plans”), (collectively the “Parties”), and to provide the same benefits to the employees as provided for in each Plan to other employees eligible to participate under the respective Collective Bargaining Agreement. The Parties agree to set forth in writing the terms of the contributions to be made by the Employer for Instructors participating in each Plan, respectively (the “Agreement”);

WHEREAS, EASCTC and the Annuity Plan agree to memorialize their intent to be bound by the terms of the Annuity Plan and the Declaration of Trust Agreement (the “Annuity Trust Agreement”) as set forth below;

WHEREAS, EASCTC and the Health and Welfare Plan agree to memorialize their intent to be bound by the terms of the Health and Welfare Plan and the Declaration of Trust Agreement (the “Health and Welfare Trust Agreement”) as set forth below; and

WHEREAS, EASCTC and the Pension Plan agree to memorialize their intent to be bound by the terms of the Pension Plan and the Declaration of Trust Agreement (the “Pension Trust Agreement”) as set forth below.

NOWHEREFORE, in order to comply with and pursuant to the aforementioned requirement it is this 1st day of January, 2025 (the “Effective Date”); the Parties agree as follows:

1. The Annuity Plan shall cause the Employer participating in the Annuity Plan to make contributions under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement. Such Instructors shall be eligible the first of the month following contributions being paid on their behalf.

2. The Health and Welfare Plan shall cause the Employer participating in the Health and Welfare Plan to make contributions under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement. Such Instructors shall be eligible the first of the month following contributions being paid on their behalf.

3. The Pension Plan shall cause the Employer participating in the Pension Plan to agree to make contributions under this Agreement, on behalf of certain of its employees as

described in **Exhibit A**, , pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement and subject to Section 13 of this Agreement. Such Instructors shall be eligible the first of the month following contributions being paid on their behalf.

4. The Employer shall make payment for Union Dues, if any, deducted from wages, if applicable, under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

5. The Employer shall make payment for participation in the Apprentice Training Fund, if any, under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

6. The Employer shall make payment for participation in the Trade Show Industry Fund, if any, under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

7. The Employer shall make payment for participation in the Vacation Fund, if any, deducted from wages, if applicable, under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

8. The Employer shall make payment for participation in the Carpenters International Training Fund ("CITF"), if any, under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in

the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

9. The Employer shall make payment for participation in the Carpenters Contractors Trust (“CCT”), if any, under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

10. The Employer shall make payment for participation in the EAS MAP Program Fund, if any, deducted from wages, if applicable, under this Agreement, on behalf of certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

11. The Employer shall make payment for participation in the International Per Capita Fund, if any, deducted from wages, if applicable, under this Agreement, on behalf certain of its employees as described in **Exhibit A**, pursuant to the same terms and conditions as set forth in the respective Collective Bargaining Agreement for other eligible employees and subject to Section 13 of this Agreement.

12. In return for said contributions, the Employer’s employees as described in **Exhibit A** shall be eligible to participate in each respective Plan and shall be entitled to any and all such benefits, and have any and all such rights, pursuant thereto, as long as such Instructor satisfies the requirements under such Plan, as applicable.

13. As of the Effective Date of this Agreement, the contribution of the Employer participating in each respective Plan for eligible employees as described in **Exhibit A** shall pay the same hourly or monthly rate as set forth in the applicable Collective Bargaining Agreement

and pay the same Union Dues, Apprentice Training Fund contribution, Trade Show Industry Fund contribution, Vacation Fund Contribution, CITF contribution, CCT contribution, EAS MAP Program Fund contribution, and International Per Capita Fund contribution as set forth in the applicable Collective Bargaining Agreement on behalf of the employees as described in **Exhibit A.**

14. EASCTC hereby agrees to be bound by the terms of the aforementioned Plans and, Trust Agreements, which are hereby included by reference.

15. This Participation Agreement may be terminated by either party upon thirty (30) days notice.

16. Except to the extent preempted by federal law, this Participation Agreement shall be interpreted according to the laws of the State of Maryland.

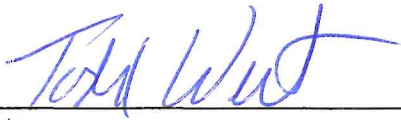
17. To the extent that any disputes arise under the terms of this Participation Agreement either party may commence a lawsuit in a court of competent jurisdiction in the State of Maryland.

(signature page follows)

Eastern Atlantic States Carpenters
Technical Centers

Carpenters Local No. 491 Annuity Plan
Carpenters Local No. 491 Pension Plan
Carpenters Local No. 491 Health & Welfare Plan

By: _____
Labor Trustee

By: 
Trustee

By: _____
Management Trustee

By: 
Trustee

Exhibit A

Employees covered under this Agreement:

RICHARD CHMIELEWSKI
DANIELLE CRISLIP
MICHAEL BIELSKI