

COMMUNICATIONS WORKERS OF AMERICA  
SAVINGS AND RETIREMENT TRUST  
JOINDER AGREEMENT

This Agreement, effective as of \_\_\_\_\_, between \_\_\_\_\_, hereinafter called "Adopting Employer," and the Union Trustees and Management Trustees of the Communications Workers of America Savings and Retirement Trust (collectively called the "Trustees.")

WITNESSETH:

WHEREAS, the Trustees have established the Communications Workers of America Savings and Retirement Trust ("CWA-SRT"), originally effective as of January 1, 1976, and most recently restated effective January 1, 2014, as a means through which one or more employers may adopt and establish, primarily for the benefit of workers employed by them who are members of the Communications Workers of America ("CWA"), a qualified savings and retirement plan; and

WHEREAS, the Trustees of the CWA-SRT have represented that the CWA-SRT is a qualified plan and trust within the meaning of Sections 401(a) and 501(a) of the Internal Revenue Code ("Code"); and

WHEREAS, Adopting Employer desires to adopt the CWA-SRT, as may be amended from time to time, for its employees eligible to participate therein;

NOW, THEREFORE, the parties agree as follows:

1. Covered Employees. Adopting Employer does hereby adopt the CWA-SRT for the following employees [**check one**]:

\_\_\_\_\_ (a) All members of the collective bargaining unit represented by the Communications Workers of America who meet the definition of Eligible Member set out the CWA-SRT; or

\_\_\_\_\_ (b) All Employees (as defined in the CWA-SRT) of the Adopting Employer who meet the definition of Eligible Member set out in the CWA-SRT.

If (b) is selected, and this Agreement will cover one or more one collective bargaining units, please list all bargaining units covered by the Agreement:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Service Requirement. To be an Eligible Member, an individual must have been employed for a three-consecutive-month period with any Adopting Employer, previously been eligible to participate by reason of employment with the Adopting Employer or another Adopting Employer, or be an Incidental Employee who has worked 20 or more days in a Plan Year.

3. Types of Contributions. Adopting Employer agrees to make the contributions checked below with respect to its Covered Employees identified in Section 1 [**check all that apply**]:

- \_\_\_\_\_ (a) Pre-Tax Employee Contributions. Deduct from pay and transmit to the CWA-SRT Pre-tax Employee Contribution amounts elected by Eligible Members, up to 50% of Covered Compensation (as defined in Section 4 below), subject to the indexed Code Section 402(g) limit (\$18,000 in 2017, and as updated periodically thereafter). Pre-tax Employee Contributions are defined in, and subject to the rules of, the CWA-SRT.

If Pre-Tax Employee Contributions are elected in this section, the Adopting Employer also elects to permit Catch-Up Contributions under Section 414(v) of the Code as provided under the CWA-SRT and in accordance with the following specifications. All employees who are eligible to make elective deferrals under this CWA-SRT and who have attained age 50 before the close of the Plan Year shall be eligible to make Catch-Up Contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code (\$6,000 in 2017, and as adjusted periodically thereafter). Catch-Up Contributions shall not be taken into account for purposes of the limit on elective deferrals described in Section 3(a) above, or the provisions of the CWA-SRT implementing the required limitations of Sections 402(g) and 415 of the Code, or ADP testing under Section 401(k)(3) of the Code. The Adopting Employer hereby certifies that all plans of the Adopting Employer that have elective contributions provide eligible participants with the opportunity to make the same dollar amount of catch-up contributions as described in this Section 3(a).

- \_\_\_\_\_ (b) Roth Contributions. Deduct from pay and transmit to the CWA-SRT Roth Contributions elected by Eligible Members, subject to the limitations on Pre-Tax Employee Contributions and applicable law. Roth Contributions are defined in, and subject to the rules, of the CWA-SRT. If Roth Contributions are elected in this section, the Adopting Employer also elects to permit Roth Catch-Up Contributions under Section 414(v) of the Code as provided under the CWA-SRT and in accordance with the specifications described in Section 3(a) above and applicable law.

- \_\_\_\_\_ (c) After-Tax (Non-Roth) Employee Contributions. Deduct from pay and transmit to the CWA-SRT After-tax Employee Contributions elected by Eligible Members, up to 50% of Covered Compensation (as defined in Section 4 below), subject to the rules of the CWA-SRT and applicable law. (Note: contributions made pursuant to this Section are not eligible for the same tax treatment as Roth contributions made under Section 3(b) above.)

- \_\_\_\_\_ (d) Employer Matching Contributions. Contribute to the CWA-SRT as a Matching Contribution an amount equal to [**check each that applies**]:  
\_\_\_\_\_ % of the Pre-tax Employee Contributions and Roth Contributions, and/or

\_\_\_\_% of the After-tax (Non-Roth) Employee Contributions elected by each Eligible Member,

up to a limit of **[complete one if applicable]**:

\_\_\_\_% of Covered Compensation or  
\$\_\_\_\_ per year.

If the Adopting Employer has elected Matching Contributions, the Adopting Employer will make Matching Contributions to the CWA-SRT on the Catch-Up Contributions (see Section 3(a)(1) above). Matching Contributions are subject to nondiscrimination testing requirements.

\_\_\_\_ (e) Non-Discretionary Employer Contributions. Contribute to the CWA-SRT the following **[complete one if applicable]**:

(1) \_\_\_\_% of the Covered Compensation of each Eligible Member, or

(2) \$\_\_\_\_.\_\_\_\_ per hour worked by each Eligible Member.

\_\_\_\_ (f) Discretionary Employer Contributions. Contribute to the CWA-SRT an amount, if any, for each Eligible Member for each Plan Year as may be determined by the Adopting Employer as a Discretionary Employer Contribution.

4. Covered Compensation. For purposes of determining the amount of all Contributions to be made by, or on behalf of, an Eligible Member, Covered Compensation shall include any compensation includible in an Eligible Member's gross income as reportable in Box 1 of IRS Form W-2 (excluding overtime, bonuses and contributions and payments under any health, medical, hospitalization or other welfare or retirement plan), plus elective deferrals under Code Section 402(g)(3) and other elective amounts not includable in gross income under Code Sections 125, 132(f)(4) or 457.

5. Vesting. Adopting Employer agrees that with respect to its Eligible Members, all contributions will be fully vested and non-forfeitable at all times.

6. Highly Compensated Employee. Adopting Employer agrees that, if the group of Eligible Member employed by the Adopting Employer includes Highly Compensated Employees as described below, the amount that such Highly Compensated Employees may contribute (or the Employer may contribute on their behalf) to the CWA-SRT may be limited under federal law. Special tests must be run by the Plan Administrator if a Highly Compensated Employee of the Adopting Employer is a Participant in the CWA-SRT, and Adopting Employer agrees to provide all information that may be needed by the CWA-SRT. Consequently, an Adopting Employer who may employ one or more Highly Compensated Employees should notify the Plan Administrator accordingly.

A Highly Compensated Employee is an employee who is a 5% owner of the Adopting Employer in the current or preceding plan year, or received compensation from the Adopting

Employer for the preceding plan year in excess of \$120,000 (in 2016, and as adjusted periodically thereafter) and, if elected by the Adopting Employer, was among the most highly paid 20% of Adopting Employer's employees for the preceding plan year (the "top 20% rule"). By completing this Agreement, the Adopting Employer elects to use the top 20% rule, as described in the preceding sentence, for purposes of determining whether its employees are Highly Compensated Employees, unless the Adopting Employer indicates otherwise below. Using the top 20% rule generally reduces the likelihood that an employee will have his contributions limited by law. Please note that under IRS rules, an employer that elects to use the top 20% rule for one plan must make the same election for all plans maintained by the employer.

If the Adopting Employer does not wish to elect the top 20% rule as described above, please clearly mark the box:

7. Contributions – Due Date, Delinquencies, Costs.

(a) In adopting the CWA-SRT, Adopting Employer agrees to remit timely all contributions made by, or on behalf of, its Participants, as provided above, to the CWA-SRT. Adopting Employer agrees to remit such contributions on such forms and in accordance with such procedures as prescribed by the CWA-SRT. Adopting Employer also undertakes the functions of receiving, processing and transmitting to the CWA-SRT the administrative forms, such as applications to participate, notices of change and notices of discontinuance and such other notices as called for by or in connection with the CWA-SRT.

(b) Notwithstanding any provision of the collective bargaining agreement, Adopting Employer agrees to remit Employee Pre-Tax, Roth and After-Tax Contributions to the CWA-SRT on the earliest date by which the Contributions can reasonably be segregated from the general assets of the Adopting Employer, but no later than the 15<sup>th</sup> business day of the month following the month in which the amounts were withheld from the employees' paychecks.

(c) Adopting Employer agrees to remit Matching Contributions (if elected above) to the CWA-SRT by the same date as Pre-Tax Employee Contributions in Section 7(b) above.

(d) Adopting Employer further agrees to remit all other Adopting Employer Contributions (if elected above) to the CWA-SRT by the date required by the collective bargaining or, if the collective bargaining agreement is silent as to a due date, no later than the March 31<sup>st</sup> following the Plan Year to which the contributions relate.

(e) Employee and Adopting Employer Contributions will be considered delinquent on the next business day after their due date as provided above, and will be subject to interest and other charges set forth in the CWA-SRT Plan and CWA-SRT Collections Policy.

(f) Adopting Employer shall bear the costs and expenses as may be involved in making payroll deductions and processing the administrative forms submitted by Eligible Members in the CWA-SRT and the forwarding of such payroll deductions and administrative forms to the administrator and/or funding agent of the CWA-SRT. The Adopting Employer will also be obligated to pay interest, late fees or costs with respect to delinquent contributions as set out in the governing plan documents and Collections Policy of the CWA-SRT.

8. Representations.

(a) Adopting Employer hereby designates the Management Trustees as the trustees to represent the Adopting Employer on the Board of Trustees of the CWA-SRT for purposes of administering the CWA-SRT on behalf of all Adopting Employers in compliance with federal labor laws commonly known as the Taft-Hartley Act, as set out in the CWA-SRT governing plan documents. Adopting Employer hereby adopts and agrees to be bound by the governing plan documents of the CWA-SRT, as amended, which are incorporated by reference herein. Adopting Employer further agrees to be bound by the Collections Policy of the CWA-SRT, receipt of which is hereby acknowledged, and to all actions of the Board of Trustees.

(b) The Trustees of the CWA-SRT agree to take all reasonable actions to assure that the CWA-SRT remains a qualified plan and trust within the meaning of Sections 401(a) and 501(a) of the Code.

9. Termination and Amendment. Subject to any obligations it may have under a collective bargaining agreement, Adopting Employer reserves the right to terminate its adoption of the CWA-SRT at any time upon at least 30 days advance written notice to the Trustees. This Joinder Agreement may be amended only in writing by the parties. Upon the amendment of the CWA-SRT, notice of such amendment shall be supplied to the Adopting Employer and shall be automatically effective with respect to the Adopting Employer until the Adopting Employer terminates its adoption of the CWA-SRT as provided above.

10. Miscellaneous.

(a) Adopting Employer agrees to notify the CWA-SRT when any employee becomes an Eligible Member eligible to participate in the Plan, regardless of whether such employee elects to make Pre-Tax Contributions or is entitled to Adopting Employer Contributions.

(b) Adopting Employer's Federal Employer Identification Number (EIN) is: \_\_\_ - \_\_\_\_\_

(c) The Adopting Employer currently [**check one**]: [( \_\_\_ does / \_\_\_ does not)] have another Joinder Agreement in effect with the CWA-SRT. If there is another Joinder Agreement, please identify it.

(d) This Agreement is the sole and final agreement by the Adopting Employer with respect to the CWA-SRT and supersedes all prior agreements or inconsistent agreements, including collective bargaining agreements.

IN WITNESS WHEREOF, the parties have executed this Joinder Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ADOPTING EMPLOYER**

**TRUSTEES OF THE COMMUNICATIONS  
WORKERS OF AMERICA SAVINGS AND  
RETIREMENT TRUST**

Name: \_\_\_\_\_

MANAGEMENT TRUSTEE

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

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

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

Address: \_\_\_\_\_

UNION TRUSTEE

\_\_\_\_\_

Telephone: \_\_\_\_\_

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