



NEAP PARTICIPATION AGREEMENT FOR COVERED EMPLOYERS

Between: **Employer Name:** _____ **Federal Registration Number:** _____ (hereinafter "Covered Employer") and the National Electrical Annuity Plan (hereinafter "NEAP").

Section 6.2.1 (b) of the National Electrical Annuity Plan Agreement and Trust (hereinafter "Trust") permits a Covered Employer, which has agreed to make contributions to NEAP on behalf of its employees in the International Brotherhood of Electrical Workers' or one of its Local Union's bargaining units to also make contributions to NEAP on behalf of employees not in that bargaining unit (hereafter "non-bargaining unit employees").

Section 6.2.3(a) of the Trust provides that a Covered Employer who desires to contribute on behalf of its non-bargaining unit employees shall execute a written Participation Agreement which binds the Covered Employer to the terms of the Trust, thereby specifying the detailed basis upon which the contributions are to be made to NEAP.

The Covered Employer hereby agrees to make payments to NEAP on behalf of either 1) all of its non-bargaining unit employees or 2) each and every non-bargaining unit employee who meets the following condition: during the current plan year or a prior plan year, at least one-half (1/2) of the employee's total hours of service for that year with any and all Covered Employers were performed in a Brotherhood bargaining unit or a Local Union bargaining unit, except with regard to both 1) and 2) above, contributions need not be made on behalf of employees who are included in another unit of employees covered by a collective bargaining agreement with a labor union, if retirement benefits were the subject of good faith bargaining between such Covered Employer and the labor union. The Covered Employer hereby agrees to make contributions on (check one of the following):

- _____ - All of its non-bargaining unit employees.
- _____ - Its "alumni" non-bargaining employees only.

The Covered Employer must execute a new Participation Agreement if it wishes to change to the other type of non-bargaining unit coverage.

The amount to be contributed to NEAP on behalf of each non-bargaining unit employee under this Participation Agreement shall be the same as a contribution amount the Covered Employer is required to contribute pursuant to the collective bargaining agreement, but in no event shall be less than twenty-five cents (\$.25) per hour of Covered Employment. The Covered Employer shall contribute the same amount per hour of Covered Employment or the same percentage of compensation for each non-bargaining unit employee. The contribution amount is specified below.

The Covered Employer hereby agrees to make contributions to NEAP's Local Collection Agent or to such depository as the Trustees of NEAP shall designate, only by check or bank draft, made payable to the order of NEAP, or such other method of transmitting money as the Trustees may permit. All contributions shall become a debt due and owing the NEAP on the last day of each month.

The Covered Employer hereby acknowledges receipt of a copy of the Trust and agrees to be bound by all terms and conditions of said Trust (including, but not limited to, provisions relating to the production of records, tax qualification related coverage/participation requirements, and the collection and enforcement of payments) and such Trust as amended from time to time.

In consideration of the Participation Agreement, NEAP agrees to accept said Covered Employer's contributions to NEAP for such non-bargaining unit employees.

This Participation Agreement shall be binding upon and shall inure to the benefit of the heirs, successors, and assigns of the respective parties hereto.

This Participation Agreement will expire as of the date the Covered Employer ceases to be obligated to contribute on behalf of IBEW represented employees or ceases to be eligible to contribute pursuant to Section 6.2.1(b) of the Trust, or as of the date the Covered Employer determines that it no longer desires to make payments in accordance with Section 6.2.1(b) of the Trust. In any such event, the Covered Employer shall give NEAP at least thirty (30) days written notification of the cessation of contributions and the Covered Employer shall give written notification to all employees and former employees (who had previously been contributed upon) that contributions have ceased. NEAP shall be furnished with a copy of each such notification.

This Participation Agreement may be terminated by NEAP if the Covered Employer fails substantially to comply with the terms of this Participation Agreement or the terms of the Trust.

The Covered Employer hereby agrees to contribute the following amount on behalf of each non-bargaining unit employee:

 (Insert the rate per hour or percentage of compensation, and the Collective Bargaining Agreement in which this contribution rate or percentage may be found.)

The Covered Employer must provide written notification to NEAP of any change to the preceding amount.

COVERED EMPLOYER _____
 Name of Employer

Date: _____
 By: _____
 Name and Title

National Electrical Annuity Plan

Date: _____
 By: _____
 Michael J. Reed
 Assistant Administrator and Controller

