

Participation Agreement Instructions

Complete the Participation Agreements (2 copies).

Select the type of Participation Agreement you wish to enter into (either All or Alumni).

Have an authorized representative of your company sign both copies of the Participation Agreement.

Return **both** signed copies of the agreement to our office.

We will obtain signature on behalf of the NEAP and will return one fully executed original to you for your records.

Complete the form to provide us with the names, Social Security numbers and job classifications of all non-bargaining unit employees to be contributed upon.

Please be sure that you received your signed Participation Agreement back from the Fund office before you begin reporting and contributing on your non-bargaining employees.

If you have any questions or need more information, please contact the Fund office via e-mail by clicking on "Contact Us" located on the top right of the website.



NATIONAL ELECTRICAL ANNUITY PLAN

Suite 500 • 2400 Research Boulevard, Rockville, MD 20850-3266 • (301) 556-4300



NEAP PARTICIPATION AGREEMENT FOR COVERED EMPLOYERS

Between _____ Federal Registration ID: _____ Effective: _____
(hereinafter "Covered Employer") and the National Electrical Annuity Plan (hereinafter "NEAP") (Month/Year)

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 unit, 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 such 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 ("alumni coverage"); 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 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 amount per hour, percentage of gross labor payroll, or other contribution formula with detailed description of formula; the contribution rate or percentage must be compatible to the reporting local's current collective bargaining agreement NEAP contribution.)

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

Signature

National Electrical Annuity Plan

Date: _____

By: _____
Darrin E. Golden
Executive Secretary-Treasurer



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Section 6.2.3(a) of the Trust provides that such 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 ("alumni coverage"); 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 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 amount per hour, percentage of gross labor payroll, or other contribution formula with detailed description of formula; the contribution rate or percentage must be compatible to the reporting local's current collective bargaining agreement NEAP contribution.)

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

Signature

National Electrical Annuity Plan

Date: _____

By: _____
Darrin E. Golden
Executive Secretary-Treasurer



REPORTING PROCEDURES FOR NON-BARGAINING UNIT EMPLOYEES OF COVERED EMPLOYERS

Signing a Participation Agreement

By signing a Participation Agreement, a Covered Employer agrees to contribute to NEAP on behalf of its non-bargaining employees. There are two types of Participation Agreements:

- **“ALL” Agreement** – A Covered Employer shall contribute on behalf of “ALL” its employees not in the bargaining unit (this includes all temporary and part-time employees).
- **“Alumni Only” Agreement** – A Covered Employer shall contribute on behalf of 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 (this includes all temporary and part-time employees).

All employees must be reported in accordance with the option selected on the Participation Agreement and must be submitted to NEAP on the Participant Information Sheet.

In order to start contributing to NEAP on behalf of its non-bargaining employees, a Covered Employer must **make an election in the applicable section** on the Participation Agreement and sign two copies of the Participation Agreement, returning both to the NEAP office. Upon receipt, NEAP will sign one copy and return it to the Covered Employer for their records. The other copy will be kept on file at NEAP.

Reporting on Employees

Classification Codes – To ensure that the employees are being reported on correctly, the following classification codes are required to be used:

- A Covered Employer who signs an **“ALL” Agreement** is required to use the classification code **26**.
- A Covered Employer who signs an **“Alumni Only” Agreement** is required to use the classification code **27**.

Contributions – Contributions payable by the Covered Employer on behalf of its non-bargaining unit employees shall be as follows:

- 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 same amount per hour of Covered Employment or the same percentage of compensation for each non-bargaining unit employee.

NOTE: When signing a Participation Agreement, the Covered Employer must insert in the applicable section on the Participation Agreement, the rate per hour or percentage of compensation, and the collective bargaining agreement in which this contribution rate or percentage may be found.

Calculating Contributions – Contributions under this Participation Agreement shall be calculated in the same manner as contributions made under the collective bargaining agreement.

This information is for guidance only. Only the Trustees of the NEAP may change or interpret the rules of the Plan. Additional information on NEAP can be found at www.neap.org. Should a Covered Employer have any questions concerning NEAP, please contact NEAP at the address below.

National Electrical Annuity Plan
2400 Research Boulevard, Suite 500
Rockville, MD 20850-3266

Special Services Representatives are available by phone at 301-556-4300 Ext. 481, Monday through Friday.



www.neap.org

