

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 RELATED ORGANIZATIONS



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

Section 6.2.2 of the National Electrical Annuity Plan Agreement and Trust (hereinafter "Trust") permits certain Related Organizations to make contributions to NEAP on behalf of their employees.

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

The Related Organization hereby agrees to make payments to NEAP on behalf of either 1) *all* of its 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 regards 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 Related Organization and the labor union. The Related Organization 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 Related Organization 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 an amount determined by such related organization, but in no event shall be less than twenty-five cents (\$.25) per hour of Covered Employment. The Related Organization 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 Related Organization 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 Related Organization 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 Related Organization as a contributing employer to NEAP.

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 Related Organization ceases to be eligible to pursuant to Section 6.2.2 of the Trust, or as of the date the Related Organization determines that it no longer desires to make payments in accordance with Section 6.2.2 of the Trust. In any such event, the Related Organization shall give NEAP at least thirty (30) days written notification of the cessation of contributions and the Related Organization 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 Related Organization fails substantially to comply with the terms of this Participation Agreement or the terms of the Trust.

The Related Organization hereby agrees to contribute the following amount on behalf of each and every non-bargaining unit employee covered by this agreement:

(insert amount per hour, percentage of compensation, or other contribution formula with detailed description of formula)

The Related Organization must provide written notification to NEAP of any change to the preceding amount.

Related Organization _____
Name of Organization

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 Related Organization who desires to contribute on behalf of its employees shall execute a written Participation Agreement which binds the Related Organization to the terms of the Trust, thereby specifying the detailed basis upon which the contributions are to be made to NEAP.

The Related Organization hereby agrees to make payments to NEAP on behalf of either 1) *all* of its 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 regards 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 Related Organization and the labor union. The Related Organization 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 Related Organization 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 an amount determined by such related organization, but in no event shall be less than twenty-five cents (\$.25) per hour of Covered Employment. The Related Organization 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 Related Organization 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.

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In consideration of the Participation Agreement, NEAP agrees to accept said Related Organization as a contributing employer to NEAP.

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 Related Organization ceases to be eligible to pursuant to Section 6.2.2 of the Trust, or as of the date the Related Organization determines that it no longer desires to make payments in accordance with Section 6.2.2 of the Trust. In any such event, the Related Organization shall give NEAP at least thirty (30) days written notification of the cessation of contributions and the Related Organization 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 Related Organization fails substantially to comply with the terms of this Participation Agreement or the terms of the Trust.

The Related Organization hereby agrees to contribute the following amount on behalf of each and every non-bargaining unit employee covered by this agreement:

(insert amount per hour, percentage of compensation, or other contribution formula with detailed description of formula)

The Related Organization must provide written notification to NEAP of any change to the preceding amount.

Related Organization _____
Name of Organization

Date: _____ By: _____
Name and Title

Signature

National Electrical Annuity Plan

Date: _____ By: _____
Darrin E. Golden
Executive Secretary-Treasurer



REPORTING PROCEDURES FOR EMPLOYEES OF RELATED ORGANIZATIONS

Signing a Participation Agreement

By signing a Participation Agreement, a Related Organization agrees to contribute to NEAP on behalf of its employees. There are two types of Participation Agreements:

- **“ALL” Agreement** – A Related Organization shall contribute on behalf of “ALL” its employees (this includes all temporary and part-time employees).
- **“Alumni Only” Agreement** – A Related Organization shall contribute on behalf of each and every 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 employees, a Related Organization 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 Related Organization 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 Related Organization who signs an **“ALL” Agreement** is required to use the classification code **26**.
- A Related Organization who signs an **“Alumni Only” Agreement** is required to use the classification code **27**.

Contributions – Contributions payable by the Related Organization on behalf of its employees shall be as follows:

- An amount determined by the Related Organization 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 employee.

NOTE: When signing a Participation Agreement, the Related Organization must insert, in the applicable section on the Participation Agreement, the rate per hour or percentage of compensation.

Calculating Contributions – When calculating the amount of contributions due, the Related Organization is required to use **actual hours worked** and **actual wages**.

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 Related Organization 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 between the hours of 8:30 a.m. and 5:00 p.m. (EST), Monday through Friday by calling 301-556-4300.



www.neap.org

