

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 NEBF 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 have received your signed Participation Agreement back from the Fund office before you begin reporting and contributing on your employees.

To help you better understand how to report non-bargaining unit employees, see the Reporting Procedures for Non-Bargaining Unit 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.

COVERED EMPLOYER NEBF REPORTING PROCEDURES FOR NON-BARGAINING UNIT EMPLOYEES

1. In order to contribute on behalf of non-bargaining unit employees, covered employers must enter into an *NEBF Participation Agreement*. NEBF must approve and co-sign the agreement. In addition, an employer, must also have a collective bargaining agreement covering its collectively bargained employees before it can contribute on non-bargaining unit employees.
2. All applicable employees, including each and every temporary and part-time employee, must be reported in accordance with the option selected on the *NEBF Participation Agreement*.
3. The employer must use the applicable classification codes in accordance with the type of Agreement signed when reporting non-bargaining unit employees. The class codes are as follows:

Code	Classification
27	Alumni Employees
26	All Non-Bargaining Unit Employees

4. Actual hours for the reporting period must be reported for each non-bargaining unit employee, including holiday, sick and vacation hours.
5. Actual or capped gross earnings for the reporting period must be reported for each non-bargaining unit employee, including holiday, sick and vacation pay.

When an individual earns more than a full time journeyman in any reporting period, the gross earnings on which the NEBF contribution is made for that reporting period will be 'capped'. The monthly Reportable Earnings Cap is calculated by using the journeyman's wage rate (JWR), as outlined in the appropriate collective bargaining agreement (CBA), multiplied by the hours specified in the CBA. Please note that each time the JWR changes, the Reportable Earnings Cap will also change. An example of how to determine the Reportable Earnings Cap follows:

JWR = \$25.00 CBA Hours = 40 per week
The monthly Reportable Earnings Cap is \$4,333.00. ($\$25.00 \times 40 \text{ hours} \times 52 \text{ weeks} \div 12 \text{ months}$)

OR

JWR = \$25.00 CBA Hours = 35 per week
The monthly Reportable Earnings Cap is \$3,792.00. ($\$25.00 \times 35 \text{ hours} \times 52 \text{ weeks} \div 12 \text{ months}$)

6. Reporting Examples:
 - A part time employee has 39 hours and earns \$2,000.00 for the reporting period. The Reportable Earnings Cap is \$4,333.00. (JWR of \$25.00 and weekly hours of 40 per the CBA)
Report to NEBF: 39 hours (actual hours) and \$2,000.00 (actual gross earnings)
 - An employee has 210 hours and earns \$3,150.00 for the reporting period. The Reportable Earnings Cap is \$4,333.00. (JWR of \$25.00 and weekly hours of 40 per the CBA)
Report to NEBF: 210 hours (actual hours) and \$3,150.00 (actual gross earnings)
 - A salaried employee has 160 hours and earns \$7,000.00 for the reporting period. The Reportable Earnings Cap is \$4,333.00. (JWR of \$25.00 and weekly hours of 40 per the CBA)
Report to NEBF: 160 hours (actual hours) and \$4,333.00 in earnings (the cap)
7. Any questions regarding the proper reporting procedures should be referred to NEBF headquarters. NEBF does not accept responsibility for any determinations or interpretations made by anyone other than its headquarters staff.

2400 Research Boulevard • Suite 500
Rockville, MD 20850-3266
(301) 556-4300
Fax (301) 556-0100



NEBF PARTICIPATION AGREEMENT FOR COVERED EMPLOYERS

Between _____ Federal Registration Number: _____
(hereinafter "Covered Employer") and the National Electrical Benefit Fund (hereinafter "NEBF")

Section 6.3.1 (b) of the NEBF's Restated Employees Benefit Agreement and Trust (hereinafter "Restated Agreement") permits a Covered Employer, which has agreed to make contributions to the NEBF 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 the NEBF on behalf of employees not in that bargaining unit (hereafter "non-bargaining unit employees").

Section 6.3.3(a) 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 Restated Agreement, thereby specifying the detailed basis upon which the contributions are to be made to the NEBF.

The Covered Employer hereby agrees to make payments to the NEBF 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 conditions: the employee has earned at least one benefit service credit as defined in the "Plan of Benefits for the NEBF" and, 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 an IBEW or IBEW 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 the NEBF on behalf of each non-bargaining unit employee under this Participation Agreement shall be 3% of the gross labor payroll paid to, accrued by, the employee. 3% of the gross labor payroll shall mean either a) 3% of all wages and other compensation which the Covered Employer would pay, or which the employee would accrue, if the employee were receiving the wage rate received by the highest number of employees in the appropriate IBEW bargaining unit and working the normal straight time hours provided for in the appropriate IBEW labor agreement, or b) 3% of all wages and other compensation paid to, or accrued by, the employee for services performed for the Covered Employer, if such amount is less than in a).

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

The Covered Employer hereby acknowledges receipt of a copy of the Restated Agreement and agrees to be bound by all terms and conditions of said Restated Agreement (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 Restated Agreement as amended from time to time.

In consideration of the Participation Agreement, the NEBF agrees to accept said Covered Employer's contributions to the NEBF 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 6.3.1(b) of the Restated Agreement, or as of the date the Covered Employer determines that it no longer desires to make payments in accordance with Section 6.3.1(b) of the Restated Agreement. In any such event, the Covered Employer shall give the NEBF 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. The NEBF shall be furnished with a copy of each such notification.

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

COVERED EMPLOYER _____
Name of Employer

Date: _____ By: _____
Name and Title

National Electrical Benefit Fund

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

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Rockville, MD 20850-3266
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Name and Title

National Electrical Benefit Fund

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