

NECA-IBEW PENSION TRUST FUND

Participation Agreement

(All Bargaining Unit Alumni Employees and Working Owners – Hours Worked)

1. The undersigned Employer hereby agrees that this Agreement represents the detailed written agreement required by the Labor-Management Relations Act to permit the NECA-IBEW Pension Trust Fund (“Fund”) to receive contributions from Employer designated herein on behalf of all Bargaining Unit Alumni Employees (“BUA Employees”) and Working Owner Employees (“Working Owner Employees”) employed by Employer and to allow Working Owner Employees to participate in the plan sponsored by the Board of Trustees of the NECA-IBEW Pension Trust Fund.

2. The Employer further acknowledges that the Trustees have full discretion and authority to adopt rules and regulations governing the participation of BUA Employees and Working Owner Employees which may be included in the Fund’s Administrative Rules, Plan Document, the Trust Agreement, or other Plan documents. The Trustees have the authority to amend and interpret these rules and regulations without the consent of the Employer.

3. The Employer agrees to be bound by, and hereby assents to, all of the terms of the Trust Agreement, as amended from time to time, creating the Fund, and the rules and regulations adopted by the Trustees of the Fund pursuant to said Trust Agreement. In the event of a conflict between any term or condition of this Agreement and any term or condition of the Trust Agreement, the Trust Agreement will control.

4. The Employer agrees to pay the equivalent contribution rate as that called for in the most recently negotiated collective bargaining agreement between the applicable Local Union affiliated with the International Brotherhood of Electrical Workers and the Employer for all BUA Employees and Working Owner Employees covered by this Agreement based on all actual hours worked under the applicable collective bargaining agreement.

If a collective bargaining agreement requires the undersigned Employer to remit hours at a fixed amount (*e.g., 40 hours per week and/or 160 hours per month*) for employees who are also covered by this Agreement, then the Employer shall be obligated to remit the greater of (i) hours worked per month, or (ii) the fixed amount specified in the applicable collective bargaining agreement.

For purposes of this Agreement, a Working Owner Employee is any Employee who (i) is an officer of the Employer or a shareholder who has an ownership interest in the Employer or whose spouse has an ownership interest in the Employer, and (ii) who is currently performing services for the Employer for compensation and he is performing work of the type regularly performed by employees covered by the Employer's collective bargaining agreement with the applicable Local Union affiliated with the International Brotherhood of Electrical Workers. An employee who owns less than 5% of the Employer, or (ii) owns an interest in an Employer through an Employee Stock Ownership Plan (“ESOP”), and whose spouse does not have an ownership interest in the Employer shall not be considered a Working Owner Employee as long as the employee is represented by the applicable Local Union for collective bargaining purposes and the employee performs work of the type regularly performed by employees covered by the Employer’s collective bargaining agreement with the applicable Local Union affiliated with the International Brotherhood of Electrical Workers.

For purposes of this Agreement, a BUA Employee is defined as an employee who previously participated in the Fund by performing covered work under a collective bargaining agreement maintained by a Local Union affiliated with the International Brotherhood of Electrical Workers but who is no longer performing work covered by and described in the applicable collective bargaining agreement.

A BUA Employee or Working Owner Employee may not include a partner or a sole proprietor. Contributions payable on behalf of a new BUA Employee or Working Owner Employee who is hired on and after the effective date of this Agreement shall be paid starting with the BUA Employee's and/or Working Owner Employee's first day of employment.

All BUA Employees and Working Owner Employees employed by Employer are identified and listed on **Attachment A** hereto.

5. It is specifically agreed and understood that the Employer will cooperate in making timely contributions to the Fund (on or before the 15th of the following month) and that failure to do so shall subject the Employer to attorney's fees, interest, liquidated damages, audit costs, and any other additional costs assessed pursuant to the terms of the Fund's Trust Agreement. Additionally, the Employer agrees and understands that the Trustees may, on reasonable notice, have a payroll examination conducted by an accountant or its representatives of the Employer's payroll records in connection with the Employer's obligations hereunder.

The Employer further agrees to maintain records with respect to all employees covered by this Agreement sufficient to determine the benefits due or which may become due to such employees under the Fund's governing documents. Employers must also maintain contemporaneous time cards, time sheets, or other written records verifying the eligibility of its employees, hourly and salary alike, and the type of work performed by the employees. In the event that the Employer fails to maintain records required hereunder sufficient to determine an employee's eligibility for benefits, then the Employer hereby agrees that all hours worked which the employee received pay or was entitled to receive pay from the employer, including but not limited to sick time, vacation, personal leave, leave of absence or any other compensatory time, shall be considered work covered by this Participation Agreement or the collective bargaining agreement, as applicable. Further, failure to maintain said records may result, *in the sole discretion of the Board of Trustees*, in legal action being initiated by the Fund to collect contributions or to seek other legal or equitable relief, a refund of contributions received, employer and/or employee ineligibility to participate in the Fund, and/or a loss of accrued credit/eligibility for employees participating in the Fund which are covered by this Agreement.

6. As a condition of participation under this Agreement, the Employer agrees to be a party to one or more collective bargaining agreements with a Local Union affiliated with the International Brotherhood of Electrical Workers.

7. This Agreement is not effective until it is accepted by the Trustees and is executed by an authorized representative of the Fund.

8. The Employer hereby accepts as Employer Trustees the present Employer Trustees appointed under said Trust Agreement and all such past or succeeding Employer Trustees as shall have been or will be appointed in accordance with the terms of the Trust Agreement.

9. Either party may terminate this Agreement without cause by delivering a written termination notice via certified mail return receipt requested to the other party. Such termination notice shall be effective the first day of the month following the month in which it is received by the Fund. Upon termination, the Employer will immediately give written notice to all BUA Employees and Working Owner Employees whose participation is terminated.

10. It is the Employer's sole responsibility to verify that the Employer's collective bargaining agreement with the respective International Brotherhood of Electrical Workers Local Union permits the Employer to enter into this agreement.

11. This Agreement shall automatically and immediately terminate, with no notice required to be sent to either party, upon the occurrence of any of the following events:

- A. The Employer terminates its collective bargaining agreement with a Local Union affiliated with the International Brotherhood of Electrical Workers. In such event the termination date of this Agreement shall be the same termination date of the collective bargaining agreement with International Brotherhood of Electrical Workers; or
- B. The Employer becomes at least sixty (60) days delinquent in its contributions owed to the Fund. In such event, the termination date of this Agreement shall be the first day of the first month immediately following the sixtieth (60th) day that the Employer is delinquent.

If this agreement is terminated, withdrawal liability will be assessed and collected as provided by the Employee Retirement Income Security Act. See generally, 29 USC 1381 and applicable P.B.G.C. regulations.

12. This Agreement is effective this _____ day of _____, 20__.

NECA-IBEW PENSION TRUST FUND

EMPLOYER

By: _____
Its Administrator

Name of Employer

Date: _____

Signature of Authorized Agent

Print Name

Title

Address: _____

NOTICE:

TERMINATION OF THIS AGREEMENT MAY TRIGGER AN ASSESSMENT OF WITHDRAWAL LIABILITY AS PROVIDED BY THE EMPLOYEE RETIREMENT INCOME SECURITY ACT. SEE GENERALLY, 29 U.S.C. 1381 AND APPLICABLE PBGC REGULATIONS. PLEASE DISCUSS THESE CONSEQUENCES WITH YOUR LEGAL COUNSEL PRIOR TO TERMINATING THIS AGREEMENT. YOU MAY REQUEST AN ESTIMATE OF WITHDRAWAL LIABILITY FROM THE FUND OFFICE.

**TO: BOARD OF TRUSTEES
NECA-IBEW PENSION TRUST FUND**

This will acknowledge that I have read the NECA-IBEW Participation Agreement for Bargaining Unit Alumni Employees and Working Owners and **CHOOSE TO PROVIDE COVERAGE** for **ALL BARGAINING UNIT ALUMNI EMPLOYEES AND WORKING OWNERS** of this organization with the NECA-IBEW Pension Trust Fund.

List **ALL BARGAINING UNIT ALUMNI EMPLOYEES AND WORKING OWNERS** with their social security number and date of hire. Please NOTIFY the Fund Office when there are any additions or changes in this list.

COMPANY NAME: _____

COMPANY ADDRESS: _____

EMPLOYER FEDERAL IDENTIFICATION NUMBER: _____ **ACCOUNT #** _____

BARGAINING UNIT ALUMNI EMPLOYEES AND WORKING OWNERS:

NAME	S.S.N.	HIRE DATE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please return this completed form, within ten (10) working days to:

**NECA-IBEW Pension Trust Fund
ATTENTION: Internal Control Department
2120 Hubbard Avenue
Decatur, Illinois 62526-2871**