

## NECA-IBEW PENSION TRUST FUND

### Participation Agreement

#### - Bargaining Unit Employees -

(Working Under a PLA, National Agreement, or other Similar Agreement)

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 Employees ("BU Employees") employed by Employer and to allow BU Employees to participate in the plan sponsored by the Board of Trustees of the NECA-IBEW Pension Trust Fund.

This Agreement is required for the Fund to accept contributions when the Employer is required to remit contributions to the Fund on behalf of BU Employees working under a Project Labor Agreement ("PLA"), national agreement, or other similar agreement.

2. The Employer further acknowledges that the Trustees have full discretion and authority to adopt rules and regulations governing the participation of BU Employees and 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 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. For purposes of this Agreement, BU Employees shall be defined as including those persons who are employed by the Employer and who are working under the terms of a PLA, national agreement, or other similar agreement.

5. It is specifically agreed and understood that the Employer will cooperate in making timely contributions to the Fund (on or before the 15<sup>th</sup> 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 maintain records with respect to all BU 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 timecards, 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 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.

The Employer further agrees to provide and maintain a fringe benefit bond that is required by the terms of the area-wide collective bargaining agreement by and between the applicable IBEW Local Union and NECA Chapter(s) that is in effect in the geographic area where work under the PLA, national agreement, or other similar agreement is being performed by the BUA Employees covered by this Agreement.

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

7. 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.

8. This Agreement shall remain in effect while BUA Employees are working under the PLA, National Agreement, or other similar agreement. This Agreement shall automatically terminate when the Employer ceases employing BUA employees under the PLA, National Agreement, or other similar agreement.

10. 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: \_\_\_\_\_

\_\_\_\_\_