



# IBEW NECA CONDUIT 401(K) TRUST FUND



4440 Ash Grove, Suite A  
Springfield, IL 62711  
(217) 793-7200

Dear Contributing Employer,

To comply with applicable law, the Board of Trustees of the IBEW NECA Conduit 401(k) Plan (“Plan”) has adopted participation agreements that apply to non-bargaining unit employees and bargaining unit alumni employees.

Federal law requires the Fund to have a written agreement covering all employees who participate in the Fund. The collective bargaining agreement that your company has with the applicable IBEW Local Union (or Unions) fulfills this written agreement requirement for all employees who are covered by the collective bargaining agreement. A separate written agreement (*i.e., a participation agreement*) is, however, needed for your company to remit contributions on behalf of any employee who is not covered by the collective bargaining agreement. Generally, employees that are not covered by the collective bargaining agreement are called “non-bargaining unit employees” or “bargaining unit alumni employees.” Non-bargaining unit employees and bargaining unit alumni employees include your company’s clerical employees, estimators, certain supervisor positions, and any other classification not covered by the applicable collective bargaining agreement.

If your company seeks to have its non-bargaining unit employees or bargaining unit alumni employees participate in the Fund or continue to participate in the Fund, then your company must complete and execute either the Fund’s Non-Bargaining Unit Employee Participation Agreement or Former Bargaining Unit Alumni Participation Agreement. A copy of each participation agreement is attached to this letter. Please complete and sign the appropriate participation agreement at your earliest convenience.

If you have any questions concerning this matter, please contact our office.

Sincerely,

*Board of Trustees*

Enc.

## **IBEW NECA Conduit 401(k) Plan**

### Contribution Agreement

(Bargaining Unit Alumni Employees)

1. **Written Agreement.** This contribution agreement is entered into by and between the IBEW NECA Conduit 401(k) Plan (hereinafter "Fund") and the undersigned Employer. The Employer and Fund agree that this document is the detailed written agreement required by the Labor-Management Relations Act, 29 USC 186(c), to permit the Fund to receive contributions on behalf of bargaining unit alumni employees of the Employer and applies only to such employees.

2. **Trust Agreement.** The Employer agrees to be bound by and hereby becomes a party to the Agreement and Declaration of Trust creating the Fund, as it now or hereafter exists, as amended, (hereafter Trust Agreement), in the same manner and to the same extent as if the Employer had signed the same.

3. **Appointed Trustees.** The Employer hereby agrees to the Trustees now or hereafter appointed to act on behalf of the Employer parties to the Trust Agreement and waives any right it may now or hereafter have to seek the appointment, replacement, nomination or approval of any Trustee. The Employer hereby irrevocably designates such association, organization or group which has a power of appointment of Employer Trustees as its agent for such purposes.

4. **Covered Employees.** The Employer agrees that it will pay contributions, and, if applicable remit salary deferrals, to the Fund for all of its full-time bargaining unit alumni employees in the amounts set forth in the in paragraph 5 and 6 below.

A bargaining unit alumni employee is a person employed by an Employer, who, was previously covered by a collective bargaining agreement and who performs 1,000 or more hours of work a year, but shall not include employees covered by a collective bargaining agreement.

5. **Salary Deferrals.** The Employer makes the following election with regard to elective salary deferrals for bargaining unit alumni employees (initial or check one of the options below):

( ) Elective Deferrals **are not permitted.**

( ) Elective Deferrals **are permitted.**

Each employee covered by this agreement must complete the Fund's Enrollment Form and specify the applicable deferral amount/percentage. The Employer agrees to remit elective deferrals to the Plan under the time limitations required by the Plan and applicable laws.

6. **Employer contribution.** The Employer agrees that it will pay contributions to the Fund for all of its full-time bargaining unit alumni employees as follows (initial or check one of the options below):

( ) The rate specified in the applicable collective bargaining agreement.

( ) No employer contribution.

The Employer shall contribute the same amount per hour or the same percentage of compensation for each bargaining unit alumni employee at the rate specified in the applicable collective bargaining agreement. The Employer agrees to make the contributions to the Fund in the same manner, at the same times and on the same conditions as those applicable under a Collective Bargaining Agreement.

7. **Salaried Employees.** For the purposes of the Agreement, the obligation to contribute to the Fund shall be based on all hours for which the Employee receives compensation or is entitled to receive compensation from the Employer for performing work for the Employer. Notwithstanding the foregoing, a full-time salaried bargaining alumni unit employee shall be deemed to work forty (40) hours per week and the Employer shall remit contributions at the rate of forty (40) hours per week for such full-time salaried bargaining unit alumni employee.

8. **Plan of Benefits.** Employees on whose behalf contributions are made to the Fund in accordance with this Agreement shall participate and earn coverage for benefits in accordance with the Plan terms that are applicable to the Union Contribution Agreement that is in effect in the territorial jurisdiction of the Union in which the Employer's principal office is located.

9. **IRS Requirements.** The Employer shall comply with all Internal Revenue Service rules, regulations or requirements concerning 401(k) plans for its non-collectively bargained employees and shall protect and save harmless the Fund, its Trustees and employees from and against any claim that Employer failed to comply therewith.

The Employer additionally agrees that its bargaining unit alumni group will be separately tested under the IRS non-discrimination tests. If excess deferrals are found during the testing and are not corrected on a timely basis, the Employer will be subject to excise taxes and the disqualification of the Plan to the extent of the Employer's participation for bargaining unit alumni employees as well as other penalties imposed by the IRS.

In the event that the Employer fails to comply with applicable requirements, this Agreement shall be automatically terminated as to all non-collectively bargained employees of the Employer.

**No alterations, additions or deletions may be made to this Agreement.**

\_\_\_\_\_  
IBEW NECA Conduit 401(k) Plan

\_\_\_\_\_  
Print Name of Employer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent

## **IBEW NECA Conduit 401(k) Plan**

### Contribution Agreement

(Non-Bargaining Unit Employees)

1. **Written Agreement.** This contribution agreement is entered into by and between the IBEW NECA Conduit 401(k) Plan (hereinafter "Fund") and the undersigned Employer. The Employer and Fund agree that this document is the detailed written agreement required by the Labor-Management Relations Act, 29 USC 186(c), to permit the Fund to receive contributions on behalf of non-collectively bargained employees of the Employer and applies only to such employees.

2. **Trust Agreement.** The Employer agrees to be bound by and hereby becomes a party to the Agreement and Declaration of Trust creating the Fund, as it now or hereafter exists, as amended, (hereafter Trust Agreement), in the same manner and to the same extent as if the Employer had signed the same.

3. **Appointed Trustees.** The Employer hereby agrees to the Trustees now or hereafter appointed to act on behalf of the Employer parties to the Trust Agreement and waives any right it may now or hereafter have to seek the appointment, replacement, nomination or approval of any Trustee. The Employer hereby irrevocably designates such association, organization or group which has a power of appointment of Employer Trustees as its agent for such purposes.

4. **Covered Employees.** The Employer agrees that it will pay contributions, and, if applicable remit salary deferrals, to the Fund for all of its full-time non-bargaining unit employees in the amounts set forth in the in paragraph 5 and 6 below.

A non-bargaining unit employee is a person employed by an Employer, who, performs 1,000 or more hours of work a year, but shall not include employees covered by a collective bargaining agreement.

5. **Salary Deferrals.** The Employer makes the following election with regard to elective salary deferrals for non-bargaining unit employees (initial or check one of the options below):

- ( ) Elective Deferrals **are not permitted.**
- ( ) Elective Deferrals **are permitted.**

Each employee covered by this agreement must complete the Fund's Enrollment Form and specify the applicable deferral amount/percentage. The Employer agrees to remit elective deferrals to the Plan under the time limitations required by the Plan and applicable laws.

6. **Employer contribution.** The Employer agrees that it will pay contributions to the Fund for all of its full-time non-bargaining unit employees at the rate of (initial or check one of the options below):

- ( ) \$ \_\_\_\_\_ per hour for which compensation is received.
- ( ) % of gross compensation.

( ) No employer contribution.

The Employer shall contribute the same amount per hour or the same percentage of compensation for each non-bargaining unit employee. The Employer agrees to make the contributions to the Fund in the same manner, at the same times and on the same conditions as those applicable under a Collective Bargaining Agreement.

7. **Salaried Employees.** For the purposes of the Agreement, the obligation to contribute to the Fund shall be based on all hours for which the Employee receives compensation or is entitled to receive compensation from the Employer for performing work for the Employer. Notwithstanding the foregoing, a full-time salaried non-bargaining unit employee shall be deemed to work forty (40) hours per week and the Employer shall remit contributions at the rate of forty (40) hours per week for such full-time salaried non-bargaining unit employee.

8. **Plan of Benefits.** Employees on whose behalf contributions are made to the Fund in accordance with this Agreement shall participate and earn coverage for benefits in accordance with the Plan terms that are applicable to the Union Contribution Agreement that is in effect in the territorial jurisdiction of the Union in which the Employer's principal office is located.

9. **IRS Requirements.** The Employer shall comply with all Internal Revenue Service rules, regulations or requirements concerning 401(k) plans for its non-collectively bargained employees and shall protect and save harmless the Fund, its Trustees and employees from and against any claim that Employer failed to comply therewith.

The Employer additionally agrees that its non-bargaining unit group will be separately tested under the IRS non-discrimination tests. If excess deferrals are found during the testing and are not corrected on a timely basis, the Employer will be subject to excise taxes and the disqualification of the Plan to the extent of the Employer's participation for non-bargaining unit employees as well as other penalties imposed by the IRS.

In the event that the Employer fails to comply with applicable requirements, this Agreement shall be automatically terminated as to all non-collectively bargained employees of the Employer.

**No alterations, additions or deletions may be made to this Agreement.**

\_\_\_\_\_  
IBEW NECA Conduit 401(k) Plan

\_\_\_\_\_  
Print Name of Employer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Agent