

**UNITED ASSOCIATION NATIONAL PENSION FUND
PARTICIPATION AGREEMENT FOR
NON-BARGAINING UNIT EMPLOYEES
(Revised effective March 2024)**

This Participation Agreement for Non-Bargaining Unit Employees (“Agreement”) is entered into between the undersigned employer (“Employer”) and the United Association National Pension Fund (“Fund”) as of the effective date set forth below.

W I T N E S S E T H

WHEREAS, the Employer has separately agreed to make contributions to the Fund on behalf of its Union-represented employees working under its Collective Bargaining Agreement (“bargaining unit Employees”);

WHEREAS, the Standard Form of Participation, which is made part of or appended to the Collective Bargaining Agreement, sets forth the terms of the Employer’s participation in the Fund on behalf of bargaining unit Employees;

WHEREAS, with regard to certain Non-Bargaining Unit Employees, the Standard Form of Participation also provides at subparagraph 1(d) as follows:

(d) Bargaining Unit Alumni Coverage

- i. *The Employer shall continue contributions to the Fund for any compensated Employees who were previously covered by the Fund as members of the bargaining unit on whose behalf the Employer continues to make all other benefit contributions set forth in the Collective Bargaining Agreement.*
- ii. The Employer must report and contribute to the Fund for each Hour of Work performed by the Employees covered under this subparagraph 1(d). If the Employee is paid on a salaried basis and records of specific hours worked are not maintained, then the Employer must contribute on the basis of a full-time work week as defined in the collective bargaining agreement (or, if not defined in CBA, then 40 hours).
- iii. It is understood that the Employer may not make contributions on behalf of an Employee who owns, or whose spouse owns, 10% or more of the corporation unless it signs and abides by a participation agreement covering such owner Employees. It is also agreed that the Employer shall not make contributions to the Fund on behalf of any Employees other than those specified herein or in a separate participation agreement.

(Emphasis added in italics above); and

WHEREAS, this Agreement is intended to provide for coverage of additional Non-Bargaining Unit Employees for whom contributions are not already required under the above-quoted language from the Standard Form of Participation, namely for an Employee who owns, or whose spouse owns, 10% or more of the corporation, and/or possibly for other Non-Bargaining Unit Employees depending on the election the Employer makes in this Agreement.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. The Employer agrees to make hourly contributions to the Fund on behalf of each of its Non-Bargaining Unit Employees in the category identified below (**Note, the categories identified below do not include Bargaining Unit Alumni Employees whose coverage is required as set forth in the italicized portion of the Standard Form of Participation language quoted above**) (choose one):

_____ (a) Bargaining Unit Alumni coverage (*see paragraph 2 below*) -- choose one of the following:

- i. All Bargaining Unit Alumni employed by the Employer who own or whose spouse owns a 10% or greater ownership interest in the incorporated Employer, or
- ii. All Bargaining Unit Alumni employed by the Employer on whose behalf the Employer is not already required to contribute under the terms of the Standard Form of Participation as set forth above. (This option includes the owner-employees described in clause i as well as other Bargaining Unit Alumni for whom the Employer is not making contributions to the local funds as set forth in the CBA.)

_____ (b) All Non-Bargaining Unit Employees of the Employer (*see paragraph 3 below*), or

_____ (c) All Non-Bargaining Unit Employees who work or previously worked at the trade and who are not highly-compensated employees (*see paragraph 4 below*).

2. If the Employer elects option (a), contributions must be made on behalf of its Employee(s) (generally a person whose income is reported on Form W-2) who owns or whose spouse owns a 10% or greater ownership interest in the incorporated Employer and who was previously covered by the Fund as a member of the bargaining unit under a collective bargaining agreement between a Local Union and Employers contributing to the Fund (“Bargaining Unit Alumnus” (plural: “Bargaining Unit Alumni”)).
3. If the Employer elects option (b), the Employer must make contributions to the Fund on behalf of all of its Non-Bargaining Unit Employees including but not limited to Employees who own or whose spouse owns a 10% or greater ownership interest in the incorporated Employer. This option permits coverage of an owner-employee who is not a Bargaining Unit Alumnus as defined in paragraph 2.
4. If the Employer elects option (c), the Employer is required to contribute on behalf of all of its Non-Bargaining Unit Employees who work or worked at the trade but not on behalf of those Employees who are highly-compensated employees. A highly compensated employee is any employee with compensation in excess of \$155,000 (for 2024 or such higher amount for future years as adjusted by the IRS), anyone who is a 5% or greater owner of the Employer, or anyone else who is a highly-compensated employee as defined in Internal Revenue Code (“Code”) Section 414(q).
5. Contributions are only required on behalf of those Employees who are expected to work at least 870 hours in the 12 consecutive months beginning on the Employee’s date of hire (or in any calendar year). If an Employee who was not expected to work at least 870 hours did in fact work 870 or more hours, then the Employer will be required to make retroactive contributions on that Employee’s behalf.
6. The Employer may not make contributions on behalf of owners unless the business is incorporated (or an LLC).
7.
 - (a) The hourly contribution rate paid on behalf of these Employees will always be the same as the regular journeyman rate for bargaining unit Employees under the applicable Collective Bargaining Agreement to which the Employer is signatory.
 - (b) Notwithstanding paragraphs 2-4 above, Employees who are represented by a union other than the United Association may be excluded from coverage, and contributions will not be made on their behalf, if such exclusion is the result of good faith collective bargaining.
 - (c) For each hour or portion thereof, for which the covered Employees receive pay, the Employer shall make the contribution set out in subparagraph 7(a) above to the Fund. Each overtime hour shall be counted as one regular hour for which contributions are payable. All full-time salaried Employees shall have contributions made for the number of hours in a regular full-time work week as defined in the CBA.
 - (d) Contributions as set out in subparagraph 7(a) above shall be paid starting with the Employee's first day of hire or reclassification as a covered Employee of the Employer.
 - (e) Contributions on behalf of full-time, salaried employees shall be made for not less than the number of hours in the regular full-time work week under the Collective Bargaining Agreement. For 10% or greater owner employees regularly performing services for the Employer less than a full workweek, contributions must be made on the number of hours actually worked performing duties for the Employer.
8. The payments to the Fund required above shall be made to the "United Association National Pension Fund," which was established under an Agreement and Declaration of Trust, dated July 23, 1968 and restated December 13, 1978. The Employer, by signing this Agreement providing for participation in the United Association National Pension Fund, agrees to be bound by all of the terms and conditions of the Restated Agreement and Declaration of Trust, as that document may hereafter be amended or restated by the Trustees, and by the Rules and Regulations of the United Association National Pension Plan, as that document may hereafter be amended or restated by the Trustees. Any Employer so adopting the Restated Agreement and Declaration of Trust thereby ratifies, accepts and designates as its representatives the Employer

Trustees then serving as such and authorizes said Employer Trustees to designate additional Employer Trustees and successor Employer Trustees in accordance with the terms and conditions thereof, and authorizes the Trustees to adopt amendments to the Restated Agreement and Declaration of Trust. The Employer hereby acknowledges receipt of a copy of the Restated Agreement and Declaration of Trust in effect when this Agreement is signed.

9. It is agreed that the Pension Plan adopted by the Trustees of the said United Association National Pension Fund shall at all times conform with the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat contributions to the United Association National Pension Fund as a deduction for income tax purposes.
10. The Employer agrees that the participation of its Employees is conditioned on its compliance with the minimum coverage and nondiscrimination requirements of Sections 410(b) and 401(a)(4) of the Internal Revenue Code. The Employer agrees to provide the information or certifications required by the Fund to show its compliance with these requirements. The Employer agrees that the participation of its Employees will terminate automatically as of the end of a plan year prior to a plan year for which it fails to comply with the minimum coverage and nondiscrimination requirements or for which it fails to provide the information or certifications requested by the Trustees.
11. The Employer acknowledges that the Trustees have full discretion and authority to adopt rules and regulations governing the participation of the Employer's Employees which may be included in the Plan, the Trust Agreement, or other Plan documents, and the Trustees have the authority to amend and interpret these rules and regulations. Such rules and documents may be amended by the Trustees without the consent of the Employer.
12. It is agreed that all contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to retain an accountant or accounting firm to perform payroll audits of the Employer to determine whether the correct amount of contributions have been made or to determine whether contributions have been made on behalf of all Employees covered by the Plan.
13. If an Employer fails to make contributions to the United Association National Pension Fund within 20 days of the end of the month during which the work was performed, the Fund shall have the right to take whatever steps are necessary to secure compliance, and the Employer shall be liable for all costs and expenses for collecting the payments due, together with attorneys' fees, interest on the unpaid contributions of 12% per annum, and liquidated damages of 10% of the unpaid contributions.
14. The Employer agrees that the participation of its Employees may be terminated if the Employer violates any provisions of this Agreement, including provisions of documents incorporated by reference, upon the mailing by the Fund of written notice to the Employer, and the coverage of the Employer's Non-Bargaining Unit Employees shall cease prospectively. This Agreement shall automatically terminate if the Employer's obligation to contribute to the Fund under the Collective Bargaining Agreement ceases. Otherwise, this Agreement may be terminated, but only prospectively, by either party by 90 days written notice to the other or after such shorter period as the Fund in its sole discretion may allow under the circumstances.

[Signatures on next page.]

This Agreement is effective _____.

Agreed to and Accepted by the Employer:

Signed: _____ Date: _____

Printed Name of Signer: _____

Title of Signer: _____

Name of Company: _____

Address: _____

Employer Identification Number (EIN): _____

Phone No: _____ Email Address: _____

Indicate Employer Status as a Business Entity:

_____ Corporation (State: _____)

_____ Limited Liability Company (LLC) (State: _____)

Agreed to and Accepted by the United Association National Pension Fund:

Signed: _____ Date: _____

Printed Name of Signer: _____

Title of Signer: _____

(Revised March 2024)

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