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## ***Urgent Notice to Business Managers***

### ***Amended Standard Form of Participation Agreement and Amended Participation Agreement for Non-Bargaining Unit Employees***

The United Association National Pension Fund (“UANPF or Fund”) Trustees recently approved amendments to the Fund’s Standard Form of Participation Agreement (“SFPA”). This Agreement includes the terms the Fund requires contributing employers to agree to be bound by and is required to be included in or attached to participating local union CBAs. The purpose of the amendments was to provide for continued contributions to the Fund on behalf of Bargaining Unit Alumni (“BUA”) employees for whom the employer is bound to continue contributions to all of the other funds named in the CBA (other than for a BUA who owns or whose spouse owns 10% or more of the company, for whom a separate participation agreement is required). **The amended SFPA should be included in your local union’s CBAs either now, if desired by the bargaining parties, or when you negotiate your next agreement.** (This communication is being sent via email so you will have the amended SFPA for inclusion in your CBAs).

The Trustees also amended the Fund’s Participation Agreement for Non-Bargaining Unit Employees (“NBUA”) in response to the amendments to the SFPA. Attached for informational purposes only, is a sample of the revised NBUA. If any of your signatory employers contributes to the Fund on behalf of non-bargaining unit employees and does not already have a participation agreement, or does have one but prefers to have the new one consistent with the amended SFPA, please have them contact the Fund Office via email at [employeverification@uanpf.org](mailto:employeverification@uanpf.org) or by phone to Ruth Fultz at 800-638-7442, ext. 4602, so the Fund Office can assist them with determining the participation agreement option that applies to their company.

We have also attached a set of Frequently Asked Questions (FAQs) to help clarify the information above. If you still have questions, however, please contact Arlette O’Reilly-Walker via email at [oreillya@uanpf.org](mailto:oreillya@uanpf.org) or by phone at 800-638-7442, ext. 4480 or Chantelle Boyd via email at [boydc@uanpf.org](mailto:boydc@uanpf.org) or by phone at 800-638-7442, ext. 4465.

Attachments: Amended Standard Form of Participation Agreement  
Amended Participation Agreement for Non-Bargaining Unit Employees  
Frequently Asked Questions (FAQs)

ADMINISTRATOR: Toni C. Inscoc

TRUSTEES: Mark McManus, Derrick Kualapai, Michael A. Pleasant, Smitty G. Belcher, Michael W. Gossman, Kevin T. Armistead

**UNITED ASSOCIATION NATIONAL PENSION FUND**  
**Standard Form of Participation Agreement**  
**(Revised effective March 1, 2024)**

The undersigned Employer and Union agree that the Employer shall make pension contributions to the United Association National Pension Fund ("Fund") (formerly known as Plumbers and Pipefitters National Pension Fund) in accordance with the terms of this Agreement on behalf of those Employees who are covered by the Fund pursuant to the Collective Bargaining Agreement.

1. a) Commencing with the first day of \_\_\_\_\_, 20\_\_\_\_, and for the duration of the current Collective Bargaining Agreement between the parties, and any renewals or extensions thereof, the Employer agrees to make payments to the Fund for each Employee who is in each classification listed below in accordance with the Collective Bargaining Agreement, as follows:

<u>CLASSIFICATION</u>	<u>AMOUNT</u>	<u>EFFECTIVE DATE</u>
Journeyman	____ per hour	_____
Apprentice	____ per hour	_____
_____	____ per hour	_____
Other - specify		

Any classification of Employees who are excluded from the Plan pursuant to good faith bargaining and for whom contributions are not required shall not participate in the Plan. Persons in such excluded classifications shall not be considered "Employees" for purposes of the Plan and this Agreement.

- b) The Employer shall make the contributions set out in subparagraph 1(a) for each hour or portion thereof, for which an Employee is paid or entitled to payment for performance of duties for the Employer. (Each overtime hour shall be counted as one regular hour for which contributions are payable.)
- c) Contributions set out in subparagraph 1(a) above shall be paid starting with the Employee's first day of employment in a job classification covered by the Collective Bargaining Agreement.
- 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 and 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 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 separate 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.
2. 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, or by signing a Collective Bargaining Agreement providing for participation in the 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.
3. It is agreed that the Pension Plan adopted by the Trustees of the said 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 Fund as a deduction for income tax purposes.

4. 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.
5. If an Employer fails to make contributions to the Fund within 20 days of the end of the month during which the work was performed, the Union and/or the Fund shall have the right to take whatever steps are necessary to secure compliance, any provision of the Collective Bargaining Agreement to the contrary notwithstanding, 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. The Employer's liability for payment hereunder shall not be subject to the grievance or arbitration procedure or the "no-strike" clause provided under the Collective Bargaining Agreement.
6. The parties agree that this Agreement shall be considered a part of the Collective Bargaining Agreement between the undersigned parties.
7. The expiration date of the present Collective Bargaining Agreement between the undersigned parties is \_\_\_\_\_, 20\_\_\_\_. Copies of the Collective Bargaining Agreements and all renewal or extension agreements will be furnished promptly to the Fund office and, if not consistent with this Agreement, can be used by the Trustees as the basis for termination of participation of the Employer.

**FOR LOCAL UNION NO. \_\_\_\_\_, UNITED ASSOCIATION**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**FOR THE EMPLOYER\***

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name and Title:** \_\_\_\_\_

**Employer Name:** \_\_\_\_\_

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

**Employer FEIN:** \_\_\_\_\_ **Tel. No.:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

\* If Employer Association, attach a list of the names and addresses of the Employers represented by Association.

**NOTE:** If this form is attached to the Collective Bargaining Agreement, it is not necessary to repeat the text of the form in the Collective Bargaining Agreement. You may instead refer to it in your Collective Bargaining Agreement by stating therein: "The Employer agrees to make contributions to the United Association National Pension Fund in accordance with the United Association National Pension Fund Standard Form of Participation Agreement attached to and made part of this Agreement." Or you may include the language of this form in the body of the Collective Bargaining Agreement; then, the signatures of the parties at the end of that agreement will be sufficient.

*(Revised March 2024)*

**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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**UNITED ASSOCIATION NATIONAL PENSION FUND**  
**FAQs ON THE COVERAGE OF BARGAINING UNIT ALUMNI**  
Effective March 1, 2024

**1. What is the Standard Form of Participation Agreement?**

By federal law, employers contributing to the United Association National Pension Fund (“UANPF” or “Fund”) must do so pursuant to a written agreement. For most employers, contributions to the Fund are required under the terms of a local union collective bargaining agreement (“CBA”). The Fund has a Standard Form of Participation Agreement (“SFPA”) which contains the terms that the Fund requires contributing employers to agree to, and which is required to be attached to the CBA or the text of which is required to be included in the CBA. The SFPA sets forth the terms of coverage under the Fund that apply to bargaining unit employees performing work in the plumbing and pipefitting industry under the terms of the CBA. It also sets forth coverage requirements for certain Bargaining Unit Alumni.

**2. What are Bargaining Unit Alumni?**

Bargaining Unit Alumni (“BUA”) are employees for whom contributions were originally made to the Fund when they were performing work “with the tools” as part of the bargaining unit covered under the terms of the CBA but who are no longer working in a position that is part of the bargaining unit covered under the terms of the CBA. BUA may include employees who have transferred to a management position with a contributing employer to the Fund. BUA may also include an employee who has become an owner (or whose spouse has become an owner) of an interest of 10% or more in an incorporated company that is a contributing employer to the Fund (even if that person still performs work with the tools). For an employer to contribute on behalf of BUA, the obligation to do so must be set forth in the SFPA or in a separate Participation Agreement (*see* nos. 3 and 4, below).

**3. Which Bargaining Unit Alumni are Covered Under the SFPA?**

The SFPA, as amended by the UANPF Trustees effective March 1, 2024, requires the employer to contribute to the Fund on behalf of BUA employees on whose behalf the employer continues to make all other benefit contributions set forth in the CBA. This means that, if the employer has agreed to continue to make all local fund contributions on behalf of that BUA employee, such as under a local funds’ participation agreement, then the employer is also required to make contributions to the Fund on behalf of that BUA employee.

This coverage under the SFPA includes BUA employees whether paid on an hourly or salaried basis. If the BUA employee is paid on an hourly basis, then the employer must submit hours reports to the Fund and contribute on the basis of hours worked. If the BUA employee is paid on a salary basis, and records of specific hours are not maintained, then the employer must contribute to the Fund on the basis of a full-time work week as defined in the CBA.

**4. Which Bargaining Unit Alumni are not Covered Under the SFPA?**



Contributions for the following BUA employees are not provided for in the SFPA: (1) BUA employees who own (or whose spouse owns) an interest of more than 10% in the employer company; and (2) BUA employees for whom the employer has not agreed to continue making the other (local fund) contributions required under the CBA. If the employer desires to contribute on behalf of either or both of these categories of BUA employees, the employer will need to sign a separate Participation Agreement with the Fund.

#### **5. How may a Signatory Employer Contribute to the Fund on Behalf of Bargaining Unit Alumni who are not Covered Under the SFPA?**

If the employer desires to contribute on behalf of employees who are not working under the terms of the CBA and are not covered as BUA employees under the SFPA, then the employer will need to sign the Fund's Participation Agreement for Non-Bargaining Unit Employees. There are rules under the Internal Revenue Code that limit the employer's options in terms of coverage of non-bargaining unit employees. Primarily, the employer cannot cover only the owner-employee unless that person is a BUA. If the employer wants to cover an owner-employee who is not a BUA, then the employer must cover all non-bargaining unit employees.

The Fund's Participation Agreement for Non-Bargaining Unit Employees, as amended by the Trustees effective March 1, 2024, allows for coverage of the following employees:

- a. BUA employees who own or whose spouse owns a 10% or greater ownership interest in the incorporated employer.
- b. All BUA employees on whose behalf the employer is not already required to contribute under the SFPA. This would include the owner-employees described in option a.
- c. All non-bargaining unit employees. This would include owner-employees and all other employees who are not covered under the terms of the CBA. It is the only option that permits coverage of owner-employees who are not BUA.
- d. All non-bargaining unit employees who work or worked at the trade who are not highly-compensated employees. This option permits coverage of all employees who formerly worked "at the trade" but who are not BUA employees. It does not include owner-employees or anyone else who is a "highly-compensated employee" as defined in the Internal Revenue Code.

Note that an employer may not cover an owner-employee, whether BUA or not, unless the employer is an incorporated company, which includes an LLC, of which the owner can be an employee. Under no circumstances can the Fund permit an employer to contribute on behalf of an owner if the employer is a sole proprietorship or a partnership.

More questions? Contact Arlette O'Reilly-Walker at the UANPF via email ([oreillya@uanpf.org](mailto:oreillya@uanpf.org)).