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**Participation Agreement – Represented Group**  
(Revised January 1, 2017)

**1. Parties**

The Employer and Labor Organization identified below are parties to a collective bargaining agreement providing for participation in the United Employees Benefit Trust (UEBT).

Employer Name	Labor Organization
Address	Address
City, State, Zip Code	City, State, Zip Code
Employer EIN (Tax ID No.)	

**2. Participation Status**

- This is an updated collective bargaining agreement covering a current participating employer.
- This is a new participating employer.

Trust coverage is effective: \_\_\_\_\_ (month)

Based on hours reported for: \_\_\_\_\_ (month)

**3. Term of Bargaining Agreement**

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

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

**4. Benefit Plans Provided for in Bargaining Agreement**

Please check the UEBT plans provided for in the collective bargaining agreement.

Medical	Dental	Time Loss	Vision
<input type="checkbox"/> A5 Medical (composite rate)	<input type="checkbox"/> D5 Dental	<input type="checkbox"/> Time Loss 2	<input type="checkbox"/> Vision 3
<input type="checkbox"/> A5 Medical (tiered rate)	<input type="checkbox"/> D7 Dental	<input type="checkbox"/> Time Loss 4	
<input type="checkbox"/> A6 Medical	<input type="checkbox"/> D8 Dental		
<input type="checkbox"/> AV8 Medical	<input type="checkbox"/> Orthodontia		
<input type="checkbox"/> AV9 Medical			

**5. Eligibility Rules in Collective Bargaining Agreement**

Benefits are only available to eligible participants who meet the requirements of the collective bargaining agreement providing for participation in the UEBT. Please identify the bargaining agreement’s eligibility requirements:

Required number of reportable hours per month: \_\_\_\_\_

Define hours which are reportable (i.e., hours worked; hours compensated; straight time hours, etc.): \_\_\_\_\_

Identify any probationary period (must be uniformly applied): \_\_\_\_\_  
\_\_\_\_\_

Identify any contractually excluded class of employees (i.e., seasonal, etc.): \_\_\_\_\_  
\_\_\_\_\_

**6. Employer Responsibility for Accurate Reporting**

Contributions are due on the fifteenth (15<sup>th</sup>) of the month following the month for which hours are reportable. The Employer is responsible for remitting the entire premium on behalf of each eligible employee. It is the Employer’s responsibility to collect any portion of the contributions paid by employees. Any Employee meeting the bargaining agreement’s eligibility requirements may not be excluded unless the Employee has opted for and has maintained Employer-sponsored coverage through an HMO as authorized by state law.

Individuals who are retired, do not have sufficient reportable hours, are not covered by the bargaining agreement, do not have a bona fide employment relationship with the Employer, or are otherwise ineligible may not be reported to the Trust. Letters of Understanding or other additions to or exceptions from the bargaining agreement language concerning Trust participation are not valid unless approved in advance by the Board of Trustees. If benefits are provided as a result of the Employer’s reporting of ineligible individuals, the Trust may recover any improperly paid benefits from either the individual on whose behalf the benefits were paid or the Employer who reported them to the Trust. The Trust may also retain contributions made on behalf of ineligible individuals.

## **7. Right to Audit**

All Employers participating in the Trust are subject to the Trust's audit provisions and policies. If contributions have not been paid on eligible employees, the Trustees may require such contributions be made and also recover interest on the unpaid contributions, liquidated damages of 10% of the unpaid contributions (20% after suit is filed), audit fees, attorney's fees, and any other collection costs as provided for in the Trust Agreement. The Employer is responsible for the cost of the audit if reporting discrepancies exceed five percent (5%).

## **8. Obligation to Maintain Records**

All employers are required to maintain records (including records of hours worked and compensated) sufficient to determine the accuracy of the contributions made to the Trust. Pursuant to federal law, records are to be retained for seven years after the contributions are made. If records are insufficient to determine whether contributions were in fact due, the Trust in its discretion may employ a presumption that employees who appear to have performed any bargaining unit work in a month did have sufficient hours in a month to require a contribution.

## **9. Continuation Rights**

If an Employer ceases participating in the Trust, any current or former employees of the Employer who have elected or have the right to get continuation coverage pursuant to federal continuation laws will have their coverage terminated as of the last day of the month in which the Employer's active employees cease participation in the Trust. Any further continuation rights will be the responsibility of the Employer except when federal law requires to the contrary.

## **10. No Transfer of Assets**

If any employer ceases participation in the Trust, the withdrawing employer and its employees shall have no right or claim to any of the assets of the Trust.

## **11. Subscription to Trust Agreement**

In consideration of their acceptance as participants in the United Employees Benefit Trust, the undersigned Employer and Union do hereby subscribe to, and agree to be bound by the terms and provisions of the current Trust Agreement and any amendments thereto. The undersigned Employer and Union further accept, as their respective representatives, the Employer Trustees and Union Trustees now serving on the Board of Trustees of the Trust, and their lawful successors. The Employer and the Union acknowledge and agree that the details of the benefit plans provided by the Trust and the rules under which the employees shall be eligible are determined solely by the Board of Trustees in accordance with the governing Trust Agreement. The Board of Trustees has the sole discretion to interpret the terms of the Trust's benefit plans, to establish policies and provisions governing the operation of the Trust, to determine eligibility and to handle other matters related to the administration and operation of the Trust.

**12. Authorization to Execute Agreement**

By signing this Agreement, the signors for the Employer and the Union certify that they have the authority to execute the collective bargaining agreement providing for participation in the UEBT and this Agreement on behalf of the party for which they are signing.

**13. Term**

This Participation Agreement shall be effective for the term of the collective bargaining agreement listed in paragraph 3 or the expiration of any obligation to continue contributions under an applicable labor law, if later. To ensure proper management of the Trust, Trust rules and this Participation Agreement obligates a bargaining group to participate in the Trust for a minimum of 24 months. If a group has participated in the Trust for less than 24 total months, the bargaining parties may not bargain out until 24 months have elapsed. A bargaining group can terminate its participation in the Trust before 24 months have elapsed only if the Employer goes out of business or the Labor Organization is decertified as the bargaining representative or disclaims interest.

**EMPLOYER**

**UNION**

By: \_\_\_\_\_  
(Signature of Employer or Representative)

By: \_\_\_\_\_  
(Signature of Authorized Union Representative)

\_\_\_\_\_  
(Name and Title of Employer Representative • Please Print)

\_\_\_\_\_  
(Name and Title of Union Representative • Please Print)