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Participation Agreement – Non-Represented Group

(Revised January 1, 2017)

1. Participating

The following Employer does or is requesting that its non-represented employees be allowed to participate in the United Employees Benefit Trust (UEBT).

Employer Name

Address

City, State, Zip Code

Employer EIN (Tax ID No.)

2. Participation Status

This is an updated Participation Agreement covering a current participating employer.

This is a new participating employer.

Trust coverage is effective: _____

(month)

Based on hours reported for: _____

(month)

3. 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"/> AV9 Medical | | | |

4. Eligibility Rules

Benefits are only available to eligible participants who meet the participation requirements of the UEBT and of this Agreement. Please provide the following information:

Identify Employees for which coverage is requested or provided: _____

Identify approximate number of Employees to be covered: _____

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.):

If an Employer has both bargaining unit and non-represented unit employees in the Trust, the Trust will not accept contributions on behalf of the non-represented employees for any month that contributions are not made on eligible bargaining unit employees.

5. Employer Responsibility for Accurate Reporting

Contributions are due on the fifteenth (15th) 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 Participation Agreement's eligibility requirements cannot 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 Participation 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 to the Trust's participation requirements are not valid unless approved in advance in writing 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.

6. 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%).

7. 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 work covered by this Agreement in a month did have sufficient hours in a month to require a contribution.

8. 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.

9. 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.

10. Subscription to Trust Agreement

In consideration of the acceptance of this Participation Agreement by the United Employees Benefit Trust, the undersigned Employer does 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 further accepts, as its respective representatives, the Employer Trustees now serving on the Board of Trustees of the Trust, and their lawful successors. The Employer acknowledges and agrees 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.

11. Authorization to Execute Agreement

By signing this Agreement, the signor for the Employer certifies that he or she has the authority to execute this Participation Agreement on behalf of the party for which he or she is signing.

12. Term

This Participation Agreement shall be effective the first of the month following its acceptance in writing by the Trust. It is effective for a minimum of twenty-four (24) months. After the initial twenty-four (24) months, either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Notwithstanding the twenty-four (24) month requirement, the Trust may terminate this Agreement at any time if the Employer fails to follow the rules governing participation in the Trust, if it is determined that the Employer’s participation is inappropriate under governing law or if the Board of Trustees otherwise determines that the termination of the Agreement is in the Trust’s best interests.

UNITED EMPLOYEES BENEFIT TRUST

EMPLOYER

By: _____

By _____
(Signature of Employer or Representative)

Date: _____

(Name and Title of Employer Representative • Please Print)

EMPLOYER

By _____
(Signature of Employer or Representative)

(Name and Title of Employer Representative • Please Print)