

**PARTICIPATION AGREEMENT**  
**IN NECA/IBEW WORKERS' COMPENSATION TRUST FUND**  
**ALTERNATE DISPUTE RESOLUTION PROGRAM**

*Updated February 2026*

This Updated Participation Agreement (“Agreement”) between the undersigned “Contributing Member” and the NECA/IBEW Trust, effective as of the date executed below.

**RECITALS**

WHEREAS, the National Electrical Contractors Association (“NECA”) and The International Brotherhood of Electrical Workers (“IBEW”) have established (on or about October 1, 1994) through the collective bargaining process and under the enabling authority of section 3201.5 of the California Labor Code (as amended), a workers’ compensation alternative dispute resolution program (“ADR”);

WHEREAS, the undersigned employer (hereinafter “Contributing Member”) and the NECA/IBEW Workers’ Compensation Trust Fund (hereinafter the “Trust” or “NECA/IBEW Trust”) desire to enter into an arrangement where in the Trust will provide access to an alternate dispute resolution program (“Program”) for the Contributing Member to resolve workers’ compensation claims brought by its employees covered by a collective bargaining agreement between it and the IBEW;

WHEREAS, Contributing Member desires to participate in the ADR and contribute funds for the support of the administration of the ADR as required by the Trust; and

WHEREAS, Contributing Member realizes there is a cost associated with ADR services that is directly related to the number of employees Contributing Member employs from time to time.

**THEREFORE, Contributing Member and the Trust agree as follows:**

1. **Payment of Fee.** Contributing Member shall pay a fee (“Fee”) for Program administration charges including ombudsman services, which shall be calculated according to the attached 2026 Fee Schedule as follows:
  - (a) The “Premium” used in calculating the Fee shall be an amount equal to the Contributing Member’s “Total Standard Premium,” which is: the total premium multiplied by the experience modifier; plus
  - (b) For Contributing Members that commence work on a project that provides workers’ compensation coverage through an owner-controlled insurance policy (known as an “OCIP”), an additional Fee of \$600 per annum will be charged for any claim for which the Trust aids through the Ombudsman, plus any applicable charges listed in Section 2 below.

The Fee shall be paid quarterly from either the declarations page or the renewal proposal amount of the Contributing Member’s workers’ compensation policy, whichever is available at the beginning of the billing cycle (policy year). In the event work commences on an OCIP the Contributing Member must notify the Trust at the address below.

The Trust reserves the right to modify program charge upon 60 days' notice to Contributing Member.

2. **Notice to Insurer.** Contributing Member shall notify its workers' compensation insurer that the insurer will be required to pay the Program charges for mediator, arbitrator, as well as fees for transcripts and other allocated claims costs as provided herein and the ADR Rules. Allocation of the costs between the insurer and insured employer does not release insurer from paying these allocated claims costs. In the event insurer fails to pay such costs within 90 calendar days after written notice from the Trust, the Contributing Member shall be responsible for these charges.
3. **Right to Terminate:** In the event the payment of charges due the Trust is not made within 30 calendar days of billing, the Trust reserves the right to terminate all services to Contributing Member.
4. **Program Compliance:** Contributing Member shall always comply with the requirements of California Labor Code Section 3201.5, the ADR Agreement and the Rules and policies of the Trust, including the Trust Agreement, currently in effect and as may from time to time be changed or amended.
5. **ADR Agreement:** Contributing Member agrees to be bound by all terms and provisions of the agreement on Worker's Compensation ADR procedure between the applicable chapter of NECA and the Local Union of the IBEW, as indicated in a separate "Memorandum of Understanding" which shall be executed by Contributing Member, and incorporated herein.
6. **Funding Agreement:** Contributing Member agrees to be bound by the terms of the Trust Agreement and the Funding Agreement between the Trust and the Electrical Industry Safety Corporation dba NECA West if it qualifies as part of the ADR Program by an aggregate premium including other employers. Contributing Member authorizes NECA West's administrators to assess and transmit amounts to the Trust as required by this Agreement.
7. **Ombudsman Services:** Trust shall provide an Ombudsman for resolution of workers' compensation claims filed by employees of the Contributing Member who perform work covered by an agreement between Contributing Member and a Local Union of IBEW. The cost of these services, so long as Contributing Member is contributing to the ADR program, will be borne by the Trust.
8. **Charge Upon Leaving Program:** Contributing Member may leave the program at any time upon ninety (90) calendar days' written notice to the Trust. If Contributing Member leaves the program it shall pay a prorated amount for services based upon the effective date of termination as it relates to the twelve (12) month policy year.
9. **Cost of Continuing ADR Services:** In the event the Contributing Member leaves the program, Trust agrees to continue to provide ADR services for all claims incurred based on injury date prior to the termination of the Agreement. The cost shall be \$600 per case per year which will cover the cost of Ombudsman services as well as administration (legal, accounting, billing, coordinating activity between IBEW and NECA and other similar services encompassed by administration of the program exclusive of allocated claims costs as

described above in section 2, assigned to the insurer. This provision also applies in the event the Trust dissolves or winds down.

10. **Notice of the Trust:** All notices to the Trust shall be sent to Karl Huish either (a) via email at [karlhuish@gmail.com](mailto:karlhuish@gmail.com), or by mail c/o Karl Huish, NECA ADR Administrator, 1635 N. Greenfield Rd., Suite 115, Mesa, AZ 85205

11. **Interpretation and Jurisdiction:** This contract shall be interpreted under the laws of the State of California. Any lawsuit or claim to enforce any provision of this contract or to collect money owed shall be filed in the Superior Court of the State of California in and for the County of San Francisco or Sacramento (or its surrounding areas) at the election of the Trust. Notwithstanding the above, the parties to the dispute can agree to have the American Arbitration Association provide a single arbitrator and the dispute shall be resolved pursuant to the AAA Rules of Arbitration. In either event reasonable attorney's fee shall be awarded to the prevailing party.

**Contributing Member:**

\_\_\_\_\_  
Name of Company

CA Contractor's License #: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

**NECA/IBEW Trust**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title: