

Note: The below language is the existing NECA-IBEW Category I Language for the National Electrical Benefit Fund. If the parties mutually negotiate the inclusion of the National Electrical Individual Benefit (NEIB), the below language will need to be replaced by the optional, verbatim language contained on the [next page](#).

ARTICLE VI

FRINGE BENEFITS

NEBF:

Section 6.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

NEBF OPTIONAL LANGUAGE: (Alternate optional language in lieu of Standard NEBF Language)

Note: Adoption of NEBF Optional Language is subject to local negotiations and agreement. If the following is utilized, the language must be verbatim. Regarding contributions, use the first phrase if the contribution amount is the same for all bargaining unit employees and use the other phrase if the contribution differs by classification. If the contribution amounts differ, either list the classifications and contribution amounts below or refer to the appropriate Section in the Agreement. If inserted into the Agreement, this language is to replace the existing NEBF Language.

NEBF:

Section 6.01 It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent: (1) an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by the employees in this bargaining unit; and (2) (an amount equal to _____) (or) (the amount set forth in Section ____), such amount to be no less than 50 cents for each hour worked for each classification, for the NEBF National Electrical Individual Benefit (NEIB) for the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the appropriate local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

Note: The below clause must be negotiated separately from the above language and, if mutually agreed, must be verbatim. Upon mutual agreement, it may be inserted at the end of this Section and allows for contributions which exceed the limits of NEAP to be paid into the NEIB.

The parties further agree that if the contributions required to be made to the National Electrical Annuity Plan on behalf of members of this bargaining unit for a calendar year will be capped by the "annual additions" limit under Section 415(c)(1) of the Internal Revenue Code (the "415 limit") for such year, then the Employer shall contribute an amount equal to the required NEAP contributions in excess of the 415 limit for such year for each such individual employee to the NEBF for the NEBF National Electrical Individual Benefit (NEIB).