

Name:  
Account No.  
Local No.

BAKERY AND CONFECTIONERY UNION AND  
INDUSTRY INTERNATIONAL HEALTH BENEFITS FUND

## Standard Collective Bargaining Clause

It is hereby agreed to provide Insurance or Health Benefits as follows:

- a. The Employer hereby agrees to be bound as a party by all the terms and provisions of the Agreement and Declaration of Trust dated May 12, 1953, as amended, establishing the Bakery and Confectionery Union and Industry International Health Benefits Fund (hereinafter called the Health Benefits Fund) and said Agreement is made part hereof by reference.
- b. Commencing with \_\_\_\_\_, the Employer agrees to make payments to the Health Benefits Fund for each employee working in job classifications covered by a Collective Bargaining Agreement between the Employer and the Union as follows:

For each hour or portion thereof, which an employee works in such a job classification or receives pay in lieu of work (such as holiday, vacation, pro rata vacation, and severance pay), the Employer shall make a contribution of \$\_\_\_\_\_ to the Health Benefits Fund, up to a maximum of \_\_\_\_\_ hours in any week for any one employee. (The stated maximum does not apply to pro rata vacation or severance pay.)

Contributions shall be payable on behalf of employees beginning on the 1st day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Employer and the Union, (but no later than the 91st day of employment). When contributions commence after the first day of employment, the parties should review the eligibility rules of the Plan to determine when coverage for a new employee will begin.

Contributions shall be paid on behalf of all employees working in covered job classifications -- there are no exceptions for employees who are not members of the Union, for temporary, seasonal, or part-time employees, for leased employees or for any other type of employee. The term "employee" does not include a self-employed person, corporate officer, owner or partner.

- c. The payments made in accordance with (b) above shall be allocated as follows:

*Delete  
Inapplicable  
Paragraph* \$\_\_\_\_\_ per **hour** to provide Health Benefits effective on the above date for eligible employees and their eligible dependents, if any, in accordance with **Plan** \_\_\_\_\_ of said Fund.

\$\_\_\_\_\_ per **hour** to provide Health Benefits for Pensioners in accordance with **Plan W-** \_\_\_\_\_ of said Fund.

\$\_\_\_\_\_ per **hour** to provide Health Benefits for Pensioners in accordance with **Plan P-** \_\_\_\_\_ of said Fund.

- d. If at any time during the term of this Collective Bargaining Agreement, or any renewal or amendment thereof, there should be enacted any laws or regulations requiring the Employer to secure, provide or pay for Insurance or Health Benefits coverage not provided for in said Plan, either party hereto may, upon 30 days written notice to the other, reopen this Collective Bargaining Agreement solely for the limited purpose of making such adjustments as may be appropriate in the light of said new laws or regulations.
- e. Contributions provided for herein shall be paid monthly and shall be accompanied by a completed remittance report. Both payment and report are due on the tenth day of the month following the month covered by the report. In the event the Employer fails promptly to pay amounts owed, the Employer shall pay such collection costs, including court costs and reasonable attorneys' fees, as the Health Benefits Fund shall incur, and shall pay interest at such rates as the Trustees shall fix from time to time.
- f. Contributions provided for herein shall be paid at the rate set forth in paragraph (b) during the term of this Collective Bargaining Agreement. At any time after the initial term, the contributions shall be paid at the rate set forth by the Health Benefits Fund office for coverage beyond the term of the Agreement. The Employer agrees to provide such coverage and pay such new rate unless the Fund is notified in writing thirty days prior to the requested cessation of coverage.
- g. This clause encompasses the sole and total agreement between the Employer and the Union with respect to Health Benefits Fund coverage. If any other agreement between the Employer and the Union (including the Collective Bargaining Agreement) contains provisions inconsistent with this clause, those inconsistent provisions shall have no force and effect with respect to the obligations and agreement set forth herein.
- h. This clause is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

Employer \_\_\_\_\_

Bakery, Confectionery & Tobacco Workers  
and Grain Millers International Union  
Local No. \_\_\_\_\_ ("the Union")

Location \* \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\* Specify location if Employer has more than one collective bargaining agreement covering employees in different operations or facilities.