

Name:
 Account No.
 Local No.

BAKERY AND CONFECTIONERY UNION AND
 INDUSTRY INTERNATIONAL PENSION FUND

Standard Collective Bargaining Clause

It is hereby agreed to provide pension and retirement 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 September 11, 1955, as amended, establishing the Bakery and Confectionery Union and Industry International Pension Fund (hereinafter called the Pension Fund) and said Agreement is made part hereof by reference.

b. Commencing with the Effective Date(s) stated in Paragraph c., the Employer agrees to make payments to the Pension 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 as stated in Paragraph c. to the Pension Fund up to a maximum of _____ hours in any one-week period. (The stated maximum does not apply to pro rata vacation or severance pay.)

Contributions shall be paid from the first day the employee begins working in a job classification covered by the Collective Bargaining Agreement between the Employer and the Union, and shall be paid on behalf of all employees in covered job classifications -- there are no exceptions for employees who are not members of the Union, temporary, seasonal, part-time employees, leased employees or for any other type of employee. The term "employee" does not include a self-employed person, corporate officer, owner or partner, as defined in Section 1.09 of the Pension Fund Rules and Regulations.

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

	Effective	Effective	Effective
	<u>Rate</u>	<u>Rate</u>	<u>Rate</u>
Plan A	\$	\$	\$
Plan C			
Plan G			
Plan D			
Total Hourly	\$	\$	\$

d. It is agreed that the Pension Plan adopted by the Trustees of the Pension Fund shall be such as will qualify for approval by the Internal Revenue Service of the United States Treasury Department, so as to enable the Employer to treat contributions to the Pension Fund as a deduction for income tax purposes.

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 Pension Fund shall incur, and shall pay interest at such rate as the Trustees shall fix from time to time.

f. The payments so made to the Pension Fund shall be used by it to provide retirement benefits for eligible employees in accordance with the Pension Plan of said Fund, as determined by the Trustees of said Fund, to be applied to the eligible employees based on the amount of employer contribution.

g. This clause encompasses the sole and total agreement between the Employer and the Union with respect to pensions or retirement. 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 agreements 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

Location *

International Union Local No. _____ ("the Union")

By

By

Date

Date

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

A-3006-6
Rev. 6/09