

IAM NATIONAL PENSION FUND  
 STANDARD CONTRACT LANGUAGE  
 CBA INSERT FOR EMPLOYERS ON THE PREFERRED SCHEDULE

ARTICLE \_\_\_\_ - PENSIONS

A. Pursuant to the terms of the Trust Agreement, the Collective Bargaining Agreement and the IAM National Pension Fund Rehabilitation Plan, it is hereby established that the Employer shall make contributions to the IAM National Pension Fund ("Fund") for each hour/day\* during which the employees in the job classifications specified herein are entitled to receive pay under this Agreement and according to the following Preferred Rehabilitation schedule:

Under the **Preferred** Schedule, effective for contributions earned on or after September 1, 2019, unless adopted earlier, the employer contribution rate will increase by 2.5% annually during the rehabilitation period as outlined in the chart below.

<u>Base Pension Rate</u>	<u>Type</u>	<u>AEC/Rehab %</u>	<u>AEC/Rehab \$</u>	<u>Total \$</u>	<u>AEC/NPF Effective Date</u>
--------------------------	-------------	--------------------	---------------------	-----------------	-------------------------------

**\*\*\*Please ensure that all dates are in MM/DD/YYYY format. You should have a line item for each AEC anniversary date regardless of an NPF rate increase.**

\*All groups shall negotiate either an HOURLY or DAILY contribution rate as follows:

- Hourly or daily rate – standard work week is at least 40 hours based on 5 work days.
- Hourly rate – standard work week is at least 40 hours but less than 5 days.
- Daily rate – standard work week is 5 days but less than 40 hours.

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day. The contribution rates above apply to the following job classifications:

All job classifications covered by this Agreement

Only the following job classifications\*\*:\_\_\_\_\_

\*\*Note: Any excluded job classifications above must be covered under a separate Standard Contract Language specifying their applicable contribution rate.

The parties have negotiated to limit contributions to a maximum contribution for each employee as follows (please mark only one):

- 40 hours per week                      2080 hours per year (with no weekly maximum)
- No weekly or annual maximum

B. The Employer shall continue contributions for all contractually obligated time paid.

C. **If the parties agree to any exceptions to Section B, they must be listed below:** **None**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

D. The parties may negotiate that contributions **will continue** based on a forty (40) hour work week when an employee is on unpaid leave for union business: Yes No

If yes, indicate how long: \_\_\_\_\_

E. Contributions for a new, temporary, probationary, part-time, and full-time employee are payable from the first day of employment. The parties may negotiate that contributions will begin at the completion of the employee's probationary period, **but no later than sixty (60) calendar days after date of hire**. If contributions are to begin later than 60 calendar days after date of hire, the exclusion may require approval by the Trustees.

- 1) Will contributions begin from date of hire? Yes No
- 2) If no, will contributions begin at the completion of the probationary period but not later than 60 calendar days after date of hire? Yes No
- 3) If no, indicate basis of time contributions will be excluded (calendar or working days)
- 4) Indicate the length of the exclusion period
  - A) Does the company hire temporary employees? Yes No
  - B) Will contributions for temporary employees begin from date of hire? Yes No
  - C) If no, will contributions for temporary employees begin at 90 calendar days? Yes No
  - D) If no, indicate the basis of time contributions will be excluded for temporary employees (calendar or working days)
  - E) Indicate the length of the exclusion period for Temp EEs

F. The Employer adopts and agrees to be bound by, and hereby assents to, the IAM National Pension Fund Amended and Restated Trust Agreement, including all amendments thereto, whether adopted before or after the date of this Agreement ("Trust Agreement"), which is incorporated into this Agreement and made a part hereof, and the Plan rules adopted by the Trustees of the Fund (the "Trustees") in establishing and administering the foregoing Plan pursuant to the Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

G. This Agreement shall remain in effect until the Employer is no longer required to make contributions to the Plan. Subsequent rate increases may be implemented through a separate Letter of Agreement or renewal Collective Bargaining Agreement between the bargaining parties.

H. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable. The parties acknowledge that the Trustees may terminate the participation of the employees and the Employer in the Plan for reasons including, but not limited to, if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate.

- I. This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement or arbitration decision with respect to the employer's obligation to contribute shall be binding upon the Fund, unless the Fund has agreed to be a party to such proceeding.

-- END OF STANDARD CONTRACT LANGUAGE --

**[The remainder of this page is intentionally left blank]**

**FOR THE UNION:**

\_\_\_\_\_  
Name and Number of Lodge

\_\_\_\_\_  
Union Signature

\_\_\_\_\_  
Printed Name of Union Representative

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FOR THE COMPANY:**

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

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Printed Name of Employer Representative

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

EMPLOYER'S IRS IDENTIFICATION NUMBER: -

Company mailing address: \_\_\_\_\_

For plants or terminals located at:

\_\_\_\_\_  
(Street) (City) (State) (Zip)

\_\_\_\_\_  
(Street) (City) (State) (Zip)

**RECEIVED AND ACKNOWLEDGED BY:**

\_\_\_\_\_  
Authorized Officer Signature

Date: \_\_\_\_\_

Authorized Officer: Yolanda D. Montgomery, Executive Director