

PREFERRED SAMPLE CBA LANGUAGE FOR BARGAINING PARTIES THAT HAVE ADOPTED THE DEFAULT SCHEDULE

This *Article/Section* relates to the Employer's obligation to contribute to the Sheet Metal Workers' National Pension Fund ("NPF" or "Fund"). The Parties have adopted the NPF's Default Schedule and the Employer agrees to contribute consistent with the timing and amount of the Contribution Rate set forth in this Agreement and in accordance with the Default Schedule and Trust Document. The Default Schedule and the Fund's Trust Document are incorporated into, and form part of, this Agreement.

1. For the duration of this Agreement and any renewals or extensions thereof, the Employer will contribute to the NPF the negotiated rate per this Agreement and as required by the Default Schedule, for each hour or part of an hour for which an Employee covered by this Agreement receives the basic hourly wage rate. Contributions for those hours paid at time and one half or double time rates will be made to the Fund at one and one-half (1½), or two (2) times the hourly Contribution Rate respectively, unless contributions for all other funds in this Agreement are limited to straight time contributions for all hours worked. Contributions are required for vacation time, sickness, absences, and other hours for which payment is made to the employees under this Agreement unless no funds under this Agreement require payment for hours for which a Covered Employee is paid but does not perform services.
2. Contributions shall be paid starting with the employee's first day of Covered Employment (as defined by the Plan Document).
3. All contributions shall be made at such time and in such manner as the Trustees require. The Trustees have the authority to audit the Employer's financial, payroll, wage, job or project records for determining the accuracy of contributions due to the Fund and the ability of the Employer to meet its contribution obligations to the Fund. If the audit reveals that inaccurate contributions or insufficient contributions have been made, the Employer agrees to pay all auditors' fees incurred in making the audit and also all legal fees and costs incurred in collecting audit fees if judicial enforcement of this provision is necessary.
4. Employers shall submit a remittance report and the required contributions to the Fund Office by the twentieth (20th) of the month following the month when Covered Employment was performed. Reporting and remittance shall be done via the Fund's on-line reporting and remittance system. Failure to pay and timely file a report constitutes a delinquency in violation of the Employer's obligation under this Agreement, the Trust Document and ERISA. The Trustees may take whatever steps they deem necessary, including legal action and termination of the Employer, to collect such delinquent payments, any provisions of this Collective Bargaining Agreement to the contrary notwithstanding.