IATSE NATIONAL PENSION, NATIONAL HEALTH & WELFARE, ANNUITY, AND VACATION FUNDS

Trust Acceptance Agreement

The IATSE or the IATSE Local named below (the “Union”) and the Employer named below agree as follows regarding benefits to the Pension, Health & Welfare, Annuity, and/or Vacation Fund, respectively and individually as specified below, for employees covered by the Collective Bargaining Agreement (“CBA”) between them:

1. **Trust Agreement (check off all applicable Funds per the terms of the CBA):**

   Employer agrees to be bound by all of the terms and provisions of:

   - □ a. **PENSION:** The Agreement and Declaration of Trust (the “National Pension Fund Trust Agreement”) establishing the IATSE National Pension Fund (the “National Pension Fund”) as restated September 22, 2005, and as amended, and the National Pension Fund’s Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the “National Pension Fund Collection Guidelines”)


   - □ c. **ANNUITY:** The Agreement and Declaration of Trust (the “Annuity Fund Trust Agreement”) establishing the IATSE Annuity Fund (the “Annuity Fund”) as restated September 22, 2005, and as amended, and the Annuity Fund’s Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the “Annuity Fund Collection Guidelines”)

   - □ d. **VACATION:** The Agreement and Declaration of Trust (the “Vacation Fund Trust Agreement”) establishing the IATSE National Vacation Fund (the “Vacation Fund”) as restated September 22, 2005, and as amended, and the Vacation Fund’s Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the “Vacation Fund Collection Guidelines”)

   Employer also agrees to be represented in the administration of the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, respectively as specified above, by the Employer Trustees therein named or by their successors.

2. **Computation of Contributions**

   Commencing with the effective date for contributions under the CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in the CBA to the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable, for each and every employee whose position is covered by that Agreement.

3. **Payment of Contributions**

   Payment of contributions as required above shall be made by check payable to the “IATSE National Pension Fund,” the “IATSE National Health & Welfare Fund,” or the “IATSE Annuity Fund,” and must be received in the appropriate Fund Office not later than: **For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10th day of each month following the month of employment.** Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the applicable Funds.

   Check One: □ Monthly Contributor

   □ Weekly Contributor

   □ ____________________ (If CBA provides a different due date than set forth above, indicate due date here)

   ➔ **Note:** Any 401(k) salary deferral contributions, to the Annuity Fund must be received by **no later than the 15th of the month following the month in which the work was performed** and the deductions withheld.

   ➔ **Note:** For the purposes of Pension vesting, Employers **must** report the number of days worked regardless of the basis of Pension contributions.

4. **Records**

   Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the National Pension Fund, Welfare Fund, Annuity Fund, and/or Vacation Funds’ Collection Guidelines, as applicable herein.

5. **IRS Compliance**

   The Pension, Health & Welfare, Annuity, and Vacation Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the National Pension Fund, the Welfare Fund, and the Annuity Fund, as a deduction for income tax purposes.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.
6. **Terms of the CBA**
   If not already attached to this Trust Acceptance, a copy of the current CBA will be provided by the Employer upon request by the Funds Office. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the appropriate Fund Office[s] for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the National Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, as applicable herein.

7. **TERM OF CONTRACT:** From ___________________________ To ___________________________

8. **TYPE OF CONTRACT:** (e.g., Area Standards, Travelling Stage Employees Contract): ______________________________________

9. **CONTRIBUTION RATES** (Please complete for all applicable Funds):

   **PENSION**

   To Which Pension Plan Are You Contributing (Check One):
   - [ ] Pension Plan B
   - [ ] Pension Plan C

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   * If percent (%), please check off whether percent of gross or scale earnings.
   If dollar amount ($), please check off whether per hour, per day or per shift. If Other, please specify.

   **Note:** For the purposes of Pension vesting, Employers must report the number of days worked regardless of the basis of Pension contributions.

   **HEALTH & WELFARE**

   To Which Health & Welfare Plan Are You Contributing (Check One):
   - [ ] Health & Welfare Plan A (Note that Plan A has minimum daily rates)
   - [ ] Health & Welfare Plan C

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9. CONTRIBUTION RATES (continued)

Salary deferrals to the Annuity Fund

For salary deferrals (401(k) contributions) to the Annuity Fund, you must meet the requirements under (a) or (b):

(a) The Employer contribution rate must be 3% or greater of employee’s wages, or

(b) The employee is working under one of the following contracts (check one):

□ Theatrical and Television Motion Picture Area Standards Agreement
□ AICP Multi-State Supplement to the AICP West Agreement
□ Single Signatory (i.e., one-off) theatrical motion picture and television agreement
□ Low Budget theatrical and television motion picture term agreement
□ Television term agreement
□ Music Video Production Agreement

For salary deferrals under this section (b) no Highly Compensated Employees may participate. In addition, Employer agrees to timely provide salary information for all relevant periods for all employees eligible to participate or who would be eligible if they were not Highly Compensated Employees. (Employer check here if applicable and agreed) □ Agreed

Employer agrees to withhold the respective salary deferral (401(k) contributions) per the requirement above and submit same to the Annuity Fund by no later than the 15th of the month following the month in which the work was performed and the deductions were withheld. (Employer check here if applicable and agreed) □ Agreed

VACATION

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The parties hereto agree to the above provisions numbered 1-9:

FOR IATSE or IATSE Local #__________ (Fill in applicable union Local #):

By: ____________________________
(Signature of Authorized Officer)  (Title)  (Print Name)
Date: _________________, 20___

FOR EMPLOYER:

(Insert Name of Employer)  (Employer Federal Tax ID No.)

(Address)  (City, State, Zip)

(Area Code/Telephone No.)  (Area Code/Fax No.)

By: ____________________________
(Signature of Authorized Officer)  (Title)  (Print Name)
Date: _________________, 20___

PAYROLL COMPANY (If Applicable)

(Payroll Company)  (Name of Contact Person)

(Address)  (City, State, Zip)

(Area Code/Telephone No.)  (Area Code/Fax No.)