

I.A.T.S.E. NATIONAL BENEFIT FUNDS
Participation Agreement

The undersigned Local Union agrees as follows regarding benefits for employees of Local No. _____, I.A.T.S.E. ("The Local Union").

1. Trust Agreement:

The Local Union acknowledges having reviewed or been offered the opportunity to review a copy of the respective Agreement and Declaration of Trust ("Trust Agreement"), as restated September 22, 2005, and as amended, and the respective Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Collection Guidelines") for each Fund selected below.

The Local Union agrees to be bound by all of the terms and provisions of the respective Trust Agreement and Collection Guidelines establishing the following selected Funds (check off all applicable Funds):

- The IATSE National Pension Fund (the "Pension Fund")**
- The IATSE National Health & Welfare Fund (the "Welfare Fund")**
- The IATSE Annuity Fund (the "Annuity Fund")**

2. Computation of Contributions

Commencing with the effective date for contributions under this Agreement, and continuing through any renewals, extensions or amendments thereof, the Local Union agrees to contribute the sum specified in paragraph 7 to the respective Fund(s) for each and every employee of the Local Union, except as set forth for the Welfare Fund below. Contributions must be made for all Local Union employees unless an exemption has been requested by the Local Union in writing and approved in writing by the Board of Trustees of the applicable Fund(s).

If paragraph 7 calls for contributions by a unit of time (i.e., per hour, day, month or quarter), then contributions must be submitted on behalf of every employee for each such unit of time, or portion thereof, for which each such employee, respectively, received pay from the Local Union. The same applies to contributions by shifts. For those using a daily or hourly rate, all days of paid vacations, paid holidays and any other days for which an employee receives pay must be included.

The Local Union hereby warrants that it will contribute to the applicable Fund(s) only on behalf of individuals whom it has determined to be eligible employees. The Local Union acknowledges that the Trustees and the respective Funds assume no responsibility for this determination and that if it is subsequently determined that the Local Union has made contributions to one or more of the respective Funds on behalf of an ineligible individual, that individual may not be eligible to receive any benefits from said Fund(s), and the Local Union will not be entitled to a refund for such contributions, except to the extent permitted by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the Trust Agreement, the Collection Guidelines and the written plan of benefits.

For the Welfare Fund ONLY:

If participating in the Welfare Fund, contributions must be made on behalf of all full-time employees. Full-time employees shall mean all employees working 25 hours or more per week.

Employees who customarily work fewer than 25 hours may be excluded from or covered under a different formula than the full-time employees for the Welfare Fund ONLY. Please indicate by checking the applicable box below whether the Local Union will contribute for such part-time employees to the Welfare Fund:

- Part-time employees, as defined above, are covered by this Agreement and the Local Union will contribute for them to the Welfare Fund as set forth in section 7, below.
- Part-time employees, as defined above, are excluded from this Agreement and the Local Union will make no contributions to the Welfare Fund on their behalf.

3. Payment of Contributions

Payment of contributions as required above shall be made by check payable to the "IATSE National Benefit Funds" and mailed to the designated Lockbox or the Funds Office not later than (check one):

- For Weekly Contributors, the 5th business day of the week following the end of the week in which the covered services were performed,*
- For Monthly Contributors, the 10th day of the month following the end of the month in which the covered services were performed.*

Each payment of contributions shall be accompanied by a Remittance Report from the Local in the manner described in the Funds' contributions guidebook. The Funds reserve the right to return or delay the processing and crediting of any report and the contributions therewith if it does not receive all the required information.

4. Records

The Local Union agrees to maintain and make available to the Board of Trustees of each respective Fund (the "Trustees") or their designees for inspection and verification all of its payroll records covering such employment in accordance with the respective Trust Agreement(s) and Collection Guidelines.

5. Terms of the Agreement

This agreement shall continue in full force and effect until the parties sign a successor Participation Agreement that supersedes the current rate(s) of contributions set forth in this Agreement and submit it to the Funds Office. Should the parties (i) fail to sign and submit a successor Participation Agreement but continue performance of this Agreement after its expiration date, or (ii) sign a renewal, extension or amendment of this Agreement, that does not change the current contribution rate(s), this Agreement shall automatically be deemed to continue in force at the last stated contribution rate(s) until written notice to the contrary is received by the respective Fund(s).

6. Term of Participation Agreement:

From: _____

To: _____

7. Contribution Rates (Please complete for all applicable Funds):

PENSION

To Which Pension Plan Are You Contributing (Check One):

- Pension **Plan B**
- Pension **Plan C**

* The contribution rate for Pension Plan B must be **per day** and comport with the Plan's daily contribution amounts listed in the Plan's Summary Plan Description.

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		

Note: For the purposes of Pension vesting, Employer **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**
- Health & Welfare **Plan C**

* The contribution rate for Health & Welfare Plan A must be **per day** and be equal to the daily rate or the 3 year blended rate set by the Trustees each year.

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		

ANNUITY

FROM	TO	% or \$	AMOUNT	(%) OF *	(\$ PER *	MINIMUM	MAXIMUM
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> Month <input type="checkbox"/> Quarter <input type="checkbox"/> Flat Rate		

8. IRS Compliance

The Pension, Welfare and Annuity 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 Pension Fund, the Welfare Fund and the Annuity Fund as a deduction for income tax purposes.

9. Termination or Modification

This Agreement may be modified only by an agreement in writing signed by authorized representatives of both parties hereto, provided, however, that either the Local Union or the Trustees may unilaterally terminate this Agreement on a prospective basis by written notice to the other party. Notwithstanding the foregoing, if the Local Union's participation in the respective Fund(s) pursuant to this Agreement terminates for any reason, the Local Union shall remain obligated to pay to said Fund(s) all amounts owed under this Agreement and to fulfill all other obligations with respect to said Fund(s) (whether arising under this Agreement, the respective Fund(s)' plan document, the respective Trust Agreement(s) or applicable law) with respect to the period prior to the effective date of such termination.

10. Null and Void Clause

The Local Union and the Trustees agree that if any provision of this Agreement is determined to be unlawful or otherwise null and void, the remaining provisions will remain in full force and effect.

11. Continued Qualification (Pension and Annuity ONLY)

This Agreement shall be deemed to be amended, as necessary, to ensure continued qualification of the Pension Fund and the Annuity Fund, respectively, under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") and of the Pension Fund and Annuity Fund, respectively under Section 401(a) of the Code.

12. Interpretation

The Trustees of the respective Fund(s) shall have the sole and absolute discretionary authority to interpret and apply the terms and provisions of this Agreement.

FOR THE LOCAL UNION:

_____	_____	_____
(Insert Name and Number of Local)		(City and State)
By: _____	_____	_____
(Signature of Authorized Officer)	(Title)	(Print Name)
Date: _____	_____	_____
	(Telephone Number)	(E-Mail Address)

FOR THE I.A.T.S.E. NATIONAL BENEFIT FUNDS:

By: _____	_____	_____
(Signature of Authorized Representative)	(Title)	(Print Name)
Date: _____		