

**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 "*Pension Fund Trust Agreement*") establishing the IATSE National Pension Fund (the "*Pension Fund*") as restated September 22, 2005, and as amended, and the Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Pension Fund Collection Guidelines")
- b. **HEALTH & WELFARE:** The Agreement and Declaration of Trust (the "*Welfare Fund Trust Agreement*") establishing the IATSE National Health and Welfare Fund (the "*Welfare Fund*") as restated September 22, 2005, and as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Welfare 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 Pension Fund, the Welfare Fund, the Annuity Fund, and/or the Vacation Fund, respectively as specified above, by the Employer Trustees named in the applicable Trust Agreement 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 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 CBA.

**3. Payment of Contributions**

Payment of contributions as required above shall be made by check payable to the "IATSE National Benefit Funds," and must be received in the designated Lockbox or Funds Office not later than: **For Weekly Contributors**, the end of the week following the week of employment; *OR*, **For Monthly Contributors**, the 10<sup>th</sup> day of the month following the month of employment. Each payment of contributions must be accompanied by a Remittance Report in the manner described in the Funds' contributions guidebook.

Check One:  Monthly Contributor

Weekly Contributor

\_\_\_\_\_ (If CBA provides a different due date than set forth above, indicate here. \*)

\* Due dates MUST be based on a specific date/amount of time after the **work** dates; they cannot be based on **pay** dates.

→ **Note:** Any 401(k) salary deferral contributions, to the Annuity Fund must be received by **no later than the 15<sup>th</sup> 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.

Please refer to the Contributions & Collections Handbook for more information on submission of contributions, refunds, interest, etc.

**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 Pension Fund, Welfare Fund, Annuity Fund, and/or Vacation Funds' Collection Guidelines, as applicable herein.

**5. IRS Compliance**

The Pension, Health & 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.

**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 Funds Office 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 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**

\* 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"/> _____		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> _____		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> _____		

\* 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\***
- 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"/> _____		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> _____		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> _____		

\* 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.

**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"/> _____		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> _____		
				<input type="checkbox"/> Gross <input type="checkbox"/> Scale	<input type="checkbox"/> Hour <input type="checkbox"/> Shift <input type="checkbox"/> Day <input type="checkbox"/> _____		

\* 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.

**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 15<sup>th</sup> 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**

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

\* 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.

**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.)