

ARTICLE 9. TRUST FUND (GENERAL FRINGE BENEFITS PROGRAM)

A. Theatrical Motion Pictures

Subject to changes in the allocation of pension, health and welfare and annuity contributions pursuant to Article 9.C. in the third year of this Agreement (*i.e.*, the period October 1, 2023 to and including September 30, 2024) or pursuant to Article 9.D.(6), Producer shall make the following contributions for employees employed on theatrical motion pictures:

(1) For the Period October 1, 2021 to and Including October 2, 2021:

(a) Pension Fund

The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$59.50 per day on behalf of each employee.

(b) Welfare Fund

The Producer shall contribute to the IATSE National Health and Welfare Fund \$68.50 per day on behalf of each employee.

(c) Annuity Fund

The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee.

(2) For the Period October 3, 2021 to and Including October 1, 2022:

(a) Pension Fund

The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$59.50 per day on behalf of each employee.

(b) Welfare Fund

The Producer shall contribute to the IATSE National Health and Welfare Fund \$74.50 per day on behalf of each employee.

(c) Annuity Fund

The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee.

(3) For the Period October 2, 2022 to and Including September 30, 2023:

(a) Pension Fund

The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$62.00 per day on behalf of each employee.

(b) Welfare Fund

The Producer shall contribute to the IATSE National Health and Welfare Fund \$78.00 per day on behalf of each employee.

(c) Annuity Fund

The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee. The Producer shall also contribute an additional \$7.00 per day to the IATSE Annuity Fund on behalf of each employee who is engaged as a weekly “on-call” employee.

(4) For the Period October 1, 2023 to and Including September 30, 2024:

(a) Pension Fund

The Producer shall contribute to the United Scenic Artists Local 829 Pension Fund the sum of \$65.00 per day on behalf of each employee.

(b) Welfare Fund

The Producer shall contribute to the IATSE National Health and Welfare Fund \$82.00 per day on behalf of each employee.

(c) Annuity Fund

The Producer shall contribute to the IATSE Annuity Fund an amount equal to 5.5% of the applicable straight time hourly scale rate of pay for all hours worked or guaranteed on behalf of each employee. The Producer shall also contribute an additional \$13.50 per day to the IATSE Annuity Fund on behalf of each employee who is engaged as a weekly “on-call” employee.

See Appendix A for charts reflecting the contribution rates applicable to employees employed on theatrical motion pictures.

B. Television Motion Pictures

Producer shall make an aggregate contribution in the following amounts, which shall be allocated among the United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund for employees employed on television motion pictures as shown in the charts in Appendix A:

Effective October 1, 2021: \$132.00 per day;

Effective October 3, 2021: \$138.00 per day;

Effective October 2, 2022: \$144.00 per day for employees on hourly wages and \$151.00 per day for weekly “on-call” employees;

Effective October 1, 2023: \$151.00 per day for employees on hourly wages and \$164.50 per day for weekly “on-call” employees.

C. Allocation of Fringe Contribution Increase

Allocation of the contribution increases effective on October 2, 2022 and October 1, 2023 as between the IATSE National Health and Welfare Fund, the United Scenic Artists Local 829 Pension Fund and the IATSE Annuity Fund shall be made by mutual agreement of the parties on or before July 31, 2022 and July 31, 2023, respectively. In the event the bargaining parties do not mutually agree upon the allocation before the deadline described in the preceding sentence, the entire increase shall

be allocated to IATSE National Health and Welfare Fund, unless the United Scenic Artists Local USA 829 Pension Fund is less than eighty percent (80%) funded or is projected to have a negative credit balance during the seven (7) year projection period, based on the preliminary actuarial valuation results for the year of the increase, in which case at least half of the increase shall be allocated to the United Scenic Artists Local USA 829 Pension Fund. (The bargaining parties mutually agreed upon the allocation of the contribution increases effective for the period October 2, 2022 to September 30, 2023 and the period October 1, 2023 to September 30, 2024, and the resulting contribution rates are reflected in the charts in Appendix A.)

D. Administration of United Scenic Artists Local 829 Pension Fund, IATSE National Health and Welfare Fund and IATSE Annuity Fund

(1) The United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund shall be used for the purpose of providing various types of pension, health and welfare and death benefits to employees represented by the Union.

(2) The United Scenic Artists Local 829 Pension Fund, the IATSE National Health and Welfare Fund and the IATSE Annuity Fund shall be separately and independently established under an agreement and declaration of trust which the parties hereto shall enter into for such purposes. Such Funds shall be subject to all requirements of law and the administration thereof will be by trustees, an equal number of whom shall be designated by the Union and by representatives of contributing employers.

(3) The requirement to make pension and welfare contributions to the United Scenic Artists Local 829 Pension Fund and the IATSE National Health and Welfare Fund is conditioned on the contributions being tax-deductible. To the extent the contributions identified above are not tax-deductible, those contributions will instead be made to the IATSE Annuity Fund to be established by the parties.

In addition, the bargaining parties will recommend to the Trustees of the Pension Fund that the future pension benefit increases be based upon a funding margin range of seven percent (7%) to ten percent (10%) (as measured by withdrawal liability standards for PBGC purposes, but using the Fund's interest rate assumption for actuarial purposes). The bargaining parties recognize, however, that the Trustees must take into account other considerations in making benefit

improvements, and that the foregoing is not intended to interfere with the Trustees' fiduciary obligation to discharge their duties solely in the interest of the Pension Fund's participants and beneficiaries.

(4) Pension contributions, as herein required, shall be due and payable to the United Scenic Artists Local 829 Pension Fund, c/o Zenith American Solutions, Inc., 140 Sylvan Avenue, Suite 303, Englewood Cliffs, New Jersey 07632 on a monthly basis.

Welfare contributions, as herein required, shall be due and payable to the IATSE National Health and Welfare Fund, 417 Fifth Avenue, 3rd Floor, New York, New York 10016 on a monthly basis. Annuity contributions, as herein required, shall be due and payable to the IATSE Annuity Fund, 417 Fifth Avenue, 3rd Floor, New York, New York 10016 on a monthly basis.

Upon making such monthly payments, the Producer will furnish a statement of the employees and the dates of their employment on whose account the contributions are being made. If so required by the Trustees, such statements will be on forms supplied by the Fund and copies of same will simultaneously be sent to the Union along with the contributions.

(5) It is a condition of the contributions herein and above set forth that the same shall be deductible as a business expense by the Producer under the provisions of the Internal Revenue Code as it now exists or hereafter is amended.

(6) Allocation to Pension, Welfare and Annuity Funds. The bargaining parties will meet annually on or about October 1st to determine whether to reallocate pension, welfare and/or annuity contributions and, if they determine to do so, any agreement reached regarding reallocation shall be effective only after adequate notice to the Producers of such reallocation. Any such reallocation shall be effective at the beginning of a payroll period.