



American Federation
of Musicians &
Employers' Pension Fund

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**Agreement for Employees of the American Federation of Musicians or its Local Union to
participate in the
American Federation of Musicians and Employers' Pension Fund**

Effective _____, the union employer ("Employer") signing this agreement ("Agreement") shall make pension contributions to the American Federation of Musicians and Employers' Pension Fund (the "Fund") on behalf of each of its employees in an amount equal to _____% of the wages paid by the Employer, which is all-inclusive of amounts required by the Fund's Rehabilitation Plan and the 2018 Rehabilitation Plan Update. The contribution rate increase required by the 2018 Rehabilitation Plan Update (9.09% of the all-inclusive rate) will not be considered when calculating future pension benefit payments from the Fund. The following terms and conditions will apply:

1. The Agreement and Declaration of Trust.

The Employer agrees to be bound by the Agreement and Declaration of Trust Establishing the American Federation of Musicians and Employers' Pension Fund, as amended and restated effective as of April 1, 2005, and as it may be further amended from time to time, which is hereby incorporated by reference into this Agreement.

2. Who is Covered by This Agreement.

This Agreement covers every employee of the Employer beginning on date of hire.

3. What Constitutes "Scale Wages".

The term "scale wages" for all purposes under the Plan Documents shall mean the total gross compensation for each of the Employer's employees, but excluding reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, welfare benefits, and severance payments, and including elective contributions to a 401(k) plan and to a "cafeteria plan" under section 125 of the Internal Revenue Code.

4. When Contributions Shall Be Paid (choose one).

Each contribution shall be paid no later than the end of the calendar month following the month in which those services were rendered

Or

Each contribution shall be paid to the Fund within _____ days following the rendering of services for which such contributions are payable, but in no case later than the end of the calendar month following the month in which those services were rendered.

5. How Contributions Shall be Remitted.

All contributions to the Fund shall be made by check payable to the "American Federation of Musicians and Employers' Pension Fund" and shall be sent directly to AFM-EPF, P.O. Box 2673, New York, NY 10117-0262.

6. Other Information the Employer Must Provide.

Each check for contributions payable to the Fund shall be accompanied by the appropriate remittance form specifying, for each employee for whom pension contributions are payable, the employee's name and social security number, the date(s) of the services for which pension contributions are being paid, the amount of wages on which pension contributions are being paid, the percentage rate of contributions and dollar amount of pension contributions paid.

7. **Audits.**

The Employer agrees to permit representatives of the Fund to conduct periodic audits of its accounting books and records and related supporting documentation and such other records as the Fund determines to be necessary to perform a complete audit to determine the accuracy and timeliness of the contributions made.

8. **Additional Amounts Due for Delinquent Contributions.**

In the event that the Employer fails to pay amounts owed to the Fund on or before the date that those amounts are due under paragraph 4, the Employer shall pay such interest, liquidated damages, audit fees and other collection costs (including, without limitation, court costs and attorneys' fees) as may be provided by the Plan Documents or applicable law.

9. **Determination of Who is an Employee.**

By making contributions on behalf of an individual, the Employer warrants that it has determined that the individual is an employee covered by the applicable agreement, and the Fund assumes no liability for that determination. If it is subsequently determined that the Employer has made contributions to the Fund on behalf of an individual who was not an employee of the Employer, that individual may not be eligible to receive any benefits from the Fund based upon such contributions.

10. **Validity of Agreement.**

This Agreement is accurate in all respects, has been executed by a duly authorized representative of the Employer, and shall remain in effect for a period of five years from the date of acceptance by the Fund, unless the Fund receives an earlier written notice of revocation from the Employer.

EMPLOYER

Employer's Name

By: (Signature)

Print Signer's Name and Title

Address

Address

Please send a completed copy of this agreement to the Fund Office at Agreements@afmepf.org or P.O. Box 2673, New York, NY 10117-0262. A list of the Fund's agreement content and employer collections/payment history requirements titled "Requirements for Approving Collective Bargaining Agreements/Employers" is available at www.afm-epf.org.

For all valid agreements, the Fund will send a letter acknowledging acceptance of this agreement to the address shown above.