

I.A.M. NATIONAL 401(K) FUND  
STANDARD CONTRACT LANGUAGE  
CBA INSERT

- A. The undersigned employer wishes to contribute to the I.A.M. National 401(k) Fund (the “Fund” or “Plan”) for all of its employees who are working under a Collective Bargaining Agreement with the International Association of Machinists & Aerospace Workers effective \_\_\_\_\_ through \_\_\_\_\_ (the “CBA”). This Agreement shall remain in effect until the employer is no longer required to participate in the Plan.

- B. Elective Contribution Option – The parties to the CBA may agree to Elective Contributions by the employees working under the CBA.

Will the employer make authorized pre-tax and/or after-tax deductions of a percentage of the employees’ gross wages for each pay period for any employee covered by the CBA who has enrolled and authorized that such payroll deduction be made? Yes ☐ No ☐

If yes, Elective Contributions will be effective \_\_\_\_\_.

- C. Automatic Payroll Deduction Option – Automatic enrollment is **not required**, but **this section must be completed**:

The parties to the CBA may agree to automatically enroll all employees working under the CBA in the Plan.

Will all employees covered by the CBA be automatically enrolled in the Plan?  
Yes ☐ No ☐

If yes, please indicate the fixed percentage: \_\_\_\_\_%

If automatic enrollment is elected, then the employer is required to deduct the fixed percentage above from each employee’s gross wages and remit it to the Fund. These amounts must be forwarded to the Fund Office no later than the date described in paragraph “E” below, unless the employee affirmatively elects (1) not to have the automatic deduction, or (2) to have a different percentage deducted from his or her wages.

- D. Employer Contribution Option – The parties to the CBA may agree to an Employer Contribution on behalf of the employees working under the CBA.

Will the Employer make a contribution on behalf of the employees? Yes ☐ No ☐

If yes, indicate the form of the Employer Contribution by checking and completing the applicable option below:

☐ Employer Match: The Employer will match \_\_\_\_% of the employees' total pre-tax contributions up to \_\_\_\_%.

Employer Contribution: Employer will contribute \$\_\_\_\_\_ per hour for each hour worked to a maximum of forty (40) hours per week.

☐ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please indicate the frequency of payment of the Employer Contribution only (for example, pay period, monthly, quarterly): \_\_\_\_\_

- E. Contributions required under paragraphs "B" and "C" above must be made on the earliest date on which the deducted amounts can be reasonably segregated from the employer's general assets, but in no event received later than the seventh (7th) business day following the date that payments are made to the employee ("Due Date"). Otherwise, the Fund will consider a contribution to be delinquent, subject to collection under the Fund's rules.
- F. A newly-hired employee will become a Plan participant after completing one hour of service, unless the CBA calls for the employee to complete a probationary period. However, for purposes of participating in the Plan, in no event can a probationary period be longer than 1,000 hours of service from the date of hire.
- G. Effective January 4, 2024, the IAM National 401(k) plan will no longer offer payroll deduction as a loan repayment option for any new loan. Employees will be required to re-pay loans using Automated Clearing House ("ACH").
- H. Effective January 4, 2024, any loan in repayment to a participant on an employer-approved leave of absence must be repaid via monthly ACH.
- I. For existing loans, the employer agrees to make deductions from the employee's wages of any amounts required by the Fund to pay back a loan taken from the Fund by the employee, if applicable. Such amounts will be deducted and remitted to the Fund in accordance with the Fund's timing rules for contributions found in paragraph "E."
- J. The employer agrees to implement the deferral elections made by the employees who are working under the CBA, and to provide the Trustees of the Fund (the "Trustees") with all compensation information and other data needed for the Trustees to administer the Plan in accordance with its terms and applicable law.
- K. The employer agrees to be bound by (i) the I.A.M. National 401(k) Fund Trust Agreement, including all amendments thereto, whether adopted before or after the

date of this Agreement (the “Trust Agreement”), which is incorporated into this Agreement and made a part hereof, (ii) any rules and regulations adopted by Trustees in administering the Fund, and (iii) the terms of the Plan document currently in effect and as may be amended from time to time.

- L. No oral or written modification of this Agreement shall be binding on the Fund unless agreed to in writing by an authorized representative of the Fund. No grievance procedure, settlement, or arbitration agreed to by the parties to the CBA shall be binding on the Fund, unless the Fund has agreed to be a party to such proceeding.
- M. This Agreement shall become effective as soon as practicable following its acceptance by the Trustees. No employee deductions shall be remitted to the Fund until the parties to the Agreement are provided notification of acceptance by an authorized representative of the Fund.
- N. The employer shall allow the Fund to audit the payroll and wage records of the employer as necessary to determine whether and to what extent the employer has made the contributions required herein and the employer agrees to comply with the provisions of the Trust Agreement and Fund rules relating to such audits. The employer agrees to cooperate in the performance of such audits and shall pay any amounts determined to be due as a result of any such audit including, in certain circumstances, the costs to perform the audit, promptly upon demand by the Fund. The employer agrees to be bound by the terms and conditions of the Fund’s Trust Agreement.
- O. The employer understands that its participation in the Plan is conditioned on the employer’s compliance with the participation, coverage and non-discrimination requirements of the Internal Revenue Code (the “Code”), and the Plan not being a top-heavy Plan with respect to the employer’s non-bargaining unit employees. If (i) the employer fails to comply with the Code requirements referenced in the previous sentence, or (ii) the Plan is top-heavy with respect to the employer’s non-bargaining unit employees, or (iii) the employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the employer’s employees shall terminate.

-- END OF STANDARD CONTRACT LANGUAGE --  
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**FOR THE UNION:**

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Name and Number of Lodge

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Printed Name of Union Representative

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Title

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Union Signature

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

**FOR THE COMPANY:**

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Name of Company

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Printed Name of Employer Representative

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Title

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Employer Signature

Date: \_\_\_\_\_

Email Address: \_\_\_\_\_

EMPLOYER'S IRS IDENTIFICATION NUMBER:  

Company mailing address:

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(Street) (City) (State) (Zip)

For Plants or terminals located at:

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(Street) (City) (State) (Zip)

**ACKNOWLEDGE AND RECEIVED BY:**

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Authorized Officer Signature

Date: \_\_\_\_\_

Authorized Officer: Yolanda D. Montgomery, Executive Director