

**XIV. Motion Picture Industry Health Plan - Retired Employees Fund**

(a) Producer shall, for the period commencing August 1, 2018 to and including July 31, 2021, pay to the Industry Pension Plan through its Administrator, as agent for transmittal to the Motion Picture Industry Health Plan - Retired Employees Fund (subject to the provisions for changes hereinafter set forth), thirty cents (30.0¢) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2018 to and including July 31, 2021 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked.

It is agreed and recommended that as a matter of funding policy, the Directors of the Health Plan shall continue to maintain the level of reserves in the Retired Employees Fund at eight (8) months at all times during the term of the Agreement.

Commencing with the quarter ending September 30, 2018 and at the end of every subsequent calendar quarter during the term of this Agreement, the consultants for the Health and Pension Plans shall project the level of reserves in the Retired Employees Fund for the term of the Agreement.

(b) When a minimum call is applicable and the employee works less than the minimum call, then the minimum call shall constitute time worked. Employees subject to this Agreement employed for full weeks under guaranteed weekly salary schedules shall be credited with not less than the hours guaranteed the employee under such weekly salary schedule. In the event such employee works in excess of such applicable number of hours guaranteed in such weekly schedule, then additional contributions shall be made on such excess hours worked.

(c) For the purposes of this provision, studio, nearby and distant location employment under "on call" weekly schedules shall be considered as follows:

- (1) Partial week - twelve (12) hours per day;
- (2) Five day week - sixty (60) hours;
- (3) Six day week - seventy-two (72) hours; and
- (4) Seven day week - eighty-four (84) hours.

For the sixth day not worked on distant location, contributions to the Retired Employees Fund for "on call" employees shall be based on seven (7) hours. For the seventh day not worked on distant location, contributions to the Retired Employees Fund for "on call" employees shall be based on eight (8) hours.

It is understood that the parties will establish mechanisms at the Plan level to provide that when the Plans receive contributions on behalf of "on call" employees from multiple Employers for the same period, such Employers shall be entitled to a credit against future contributions on a *pro rata* basis.

(d) The above rate of contribution of thirty cents (\$.30) per hour effective August 1, 2018 represents no increase over the rate of contribution required for the period August 1, 2015 through July 31, 2018.

(e) The bargaining parties agree to recommend to the Directors of the Motion Picture Industry Health Plan that the number of years required to qualify for retiree health coverage in the Retired Employees Fund shall increase, effective January 1, 2016, from fifteen (15) qualified years to twenty (20) qualified years for participants who have not earned at least one "Qualified Year" as of January 1, 2016. (The definition of "Qualified Year," as used herein, is set forth in Section 24 of Article I of the Motion Picture Industry Pension Plan Restated 1993 Trust Agreement, revised January 2015.)

(f) During the period August 1, 2018 to and including July 31, 2021:

Except for (i) the Coordination of Benefits rules adopted on March 28, 2011 and made retroactive to January 1, 2011, which shall be maintained at the level in effect as of January 1, 2011, and (ii) the usual, customary and reasonable (UCR) schedules, which shall be maintained at the level in effect immediately following the replacement of the INGENIX schedules in effect on August 1, 2009, all other benefits (including dental and vision benefits) under the Retired Employees Fund shall be maintained at the level in effect on August 1, 2009, so long as it is prudent to do so, in the following manner:

If the consultants project, taking into account a reasonable amount of Post '60s income, that: (1) the reallocation of wages and/or contributions from the Individual Account Plan as provided in Article XII(b) above will not restore that level of reserves in the Retired Employees Fund to eight (8) months during the term of this Agreement; and (2) the level of reserves will fall below four (4) months during the term of this Agreement, then employer contributions will be increased to the amount and for such time as is necessary to create a four (4) month reserve level for the maintained benefits.

(g) With respect to those employees who are not included within a unit covered by a collective bargaining agreement but who are members of a group the Producer has designated as eligible employees in accordance with the requirements of the Industry Pension Plan and who are participants in the Industry Pension Plan, Producer hereby agrees that it shall likewise pay the above respective amounts for each hour worked by or guaranteed an employee by such Producer on and after August 1, 2018, as above defined.

(h) With respect to those employees who are members of a private retirement plan and who are members of a group such Producer designated in a sufficient written instrument to the Trustees of the Health Plan as eligible for the benefits referred to in this Article XIV, such Producer hereby agrees that it shall likewise pay the above respective amounts for each hour worked by or guaranteed such employee by Producer on and after August 1, 2018, as above defined.

(i) The money received by the Administrator of the Industry Pension Plan from such payments, as above provided, shall be kept separate and apart from any funds of the Industry Pension Plan, and shall be paid to the Retired Employees Fund upon demand by such Health Plan. Such Retired Employees Fund shall provide for such health coverage and, under such conditions as the Trustees of such Health Plan may determine to be appropriate, for the employees retired under the Industry Pension Plan and the private retirement plans referred to in Article XV of the "Motion Picture Industry Pension Plan."

Such money paid by Producer to the Administrator of the Industry Pension Plan for transmittal shall not constitute nor be deemed to be wages due to the individual employees nor shall said money so paid into the Industry Pension Plan in any manner be liable for or subject to the debts, contracts, liabilities or torts of such employees.

(j) Effective August 1, 2018, for a dental plan, the Producer shall pay into the Retired Employees Fund five and one-tenth cents (5.1¢) for each hour worked by or guaranteed an employee by such

Producer on or after August 1, 2018 under the terms of this Agreement, including "straight time" and "overtime" hours on any day worked. The provisions of subparagraphs (b), (c) and (f) shall apply to this subparagraph.

(k) Effective August 1, 2018, for a vision care plan, the Producer shall pay into the Retired Employees Fund two cents (2.0¢) for each hour worked by or guaranteed an employee by such Producer on or after August 1, 2018 under the terms of this Agreement, including "straight time" and "overtime" hours for any day worked. The provisions of subparagraphs (b), (c) and (f) shall apply to this subparagraph.

(l) At least sixty (60) days prior to the expiration of this Agreement, the parties will meet to determine the impact of national/state health care reform and will negotiate new health care provisions accordingly.