

**THE IATSE NATIONAL BENEFIT FUNDS AND UNITED SCENIC ARTISTS LOCAL 829 PENSION FUND
AS HOME PLANS
SIDE LETTER**

The parties below acknowledge and agree that, in accordance with the terms and conditions of the Resolution Regarding IATSE National Benefit Funds As Home Plans, attached and incorporated by reference herein, the undersigned Employee will participate in the United Scenic Artists Local 829 Pension Fund , **the IATSE National Health and Welfare Fund and the IATSE Annuity Fund** (collectively, the “Funds”) as the Home Plan and will not participate in the Motion Picture Industry Health Plan (Active Fund and the Retiree Fund), Motion Picture Industry Pension Plan, or Motion Picture Industry Individual Account Plan (collectively, MPIPHP), with respect to the undersigned Employer’s employment of Employee on the following production for the following Employer (“Applicable Employment”):

“ _____ ”

Name of Production

Employer (Production Company)

Production City, State

Payroll Company

The parties understand that for the IATSE National Benefit Funds (“IATSE NBF”) to accept the side letter it must have received employer contributions to the IATSE National Health & Welfare Fund and/or the IATSE Annuity Fund on the employee’s behalf at some time within the 18 months prior to receipt of the side letter. The employee represents that such contributions have been made on his or her behalf within the last 18 months.

The parties further understand that for the MPIPHP to recognize the side letter, the employee must not be currently eligible in the MPI Active Health Plan, not have been eligible for MPI Active Health benefits within the preceding 24 months, and not have qualified for MPI Active Health benefits in the future. Therefore the employee also represents that he or she is not currently eligible in the MPI Active Health Plan, has not been eligible for MPI Active Health within the last 24 months, and has not qualified for MPI Active Health benefits in the future.

The parties agree that the Employer will contribute to the Funds at the rates in effect under the collective bargaining agreement covering the Applicable Employment. Provided that this form is timely submitted, the Employer will not be required to make contributions to the MPIPHP for the Applicable Employment.

The parties agree that the Employer will make contributions only to the Funds on behalf of the Employee during the duration of the Employee’s employment on the aforementioned production and will commence making contributions from the first hour worked on that production through the last hour worked or guaranteed, including pre- and post-production covered work. The parties understand that this side letter is applicable only to the Production listed above and that a new side letter must be executed for any future productions, even if they are with the same Employer.

As a condition of participation by the Employee in the IATSE NBF, the Employer will be required to report the number of actual days worked per week, in addition to hours worked, as a requirement for the IATSE National Pension Fund.

The Employer and IATSE (or the signatory Local, if applicable) acknowledge that they will be considered Employer and Union parties, respectively, under the trust agreements of the Funds. The Employer agrees that it will either submit a properly executed and full copy of the applicable collective bargaining agreement to the Fund Office with the Side Letter or provide one immediately upon request by the Fund Office. In addition, the Employer agrees to be bound by all of the terms and provisions of the Agreements and Declaration of Trust for the Funds and the IATSE NBF’s Statement of Policy and Procedures for Collection of Contributions Payable by Employers, and agrees to be represented in the administration of the IATSE NBF by the Employer Trustees therein named or by their successors.

The parties understand that it is the Employer's responsibility to send a copy of this side letter and the applicable collective bargaining agreements to the IATSE National Benefit Funds and to the MPIPHP at the addresses below in advance of contributions being made. Failure to do so will nullify the redirection and contributions instead will be remitted to the MPIPHP.

The parties understand that before any contributions are made on the Employee's behalf to the Home Plan, the Employee must ensure that this document with his or her original signature is submitted to the Employer.

EMPLOYEE WAIVER: **EMPLOYEE MUST INITIAL HERE:** _____ Employee agrees he or she is **voluntarily and irrevocably electing to participate in the Funds and waiving** his or her right to participate in the MPIPHP for his or her Applicable Employment (as defined above). **Employee understands that Employee will earn no benefits or contributions, eligibility, credited hours or any other credits (including without limitation retiree health credits) under the MPIPHP for the Applicable Employment.** Employee further acknowledges that Employee has had an opportunity to review the various summary plan descriptions of the Funds and MPIPHP.

The Employee is responsible for obtaining the following signatures. No contributions will be credited to the Employee's accounts with the IATSE National Benefit Funds unless the Employer receives all appropriate documentation with appropriate signatures from the Employee sufficiently in advance of the date on which the Employer must first make pension, health and welfare and annuity contributions on behalf of the Employee and until this document is received by the IATSE National Benefit Funds and the MPIPHP.

EMPLOYER INFORMATION		
Employer/Production Company Name	Name of Employer Representative	Title
Address	E-Mail Address	Phone #
Signature	Name of Production	Date

EMPLOYEE INFORMATION		
Employee Name (Please Print)	SS# *	Home Local
Address	E-Mail Address	Phone #
Employee Signature	Job Classification	Date

* or IATSE Participant Number, if known

CONTRIBUTION RATES:

The rate shall be the applicable MPIPHP rate that the Employee would otherwise have received under the collective bargaining agreement covering his or her work on this production. Note that *this Home Plan does not affect, change or alter any other terms and conditions of the collective bargaining agreement with respect to the Employee's covered work on this production, nor does it change the collective bargaining agreement under which he or she is covered to any other collective bargaining agreement.*

Note also that the MPIPHP aggregate hourly amount must be broken down into its components of health, pension and annuity (IAP) when submitting to the Funds. Please contact the United Scenic Artists for this allocation if needed.

Pension and Health & Welfare Plan Participation

Contributions to the IATSE National Health & Welfare Fund will be credited to Health & Welfare Fund Plan C. If you do not ordinarily work in motion picture and do not participate in Pension Plan C or Health & Welfare Plan C, please contact the Fund Office for information on reciprocal agreements between Health & Welfare Plans C and A.

The Employee is responsible to send a copy of this document immediately to both the IATSE National Benefit Fund Office, the United Scenic Artists Local 829 Pension Fund office and the MPIPHP via facsimile or mail to the addresses below:

Attn: Contracts Department
The IATSE National Benefit Funds
417 Fifth Avenue, 3d Floor
New York, New York 10016
Fax: 212-792-8322
Tel: 212-580-9092
Outside of NY: 800-456-3863
www.iatsenbf.org

Attn: Employer Contracts
Motion Picture Industry Pension and Health Plans
P.O. Box 1999
Studio City, CA 91614-0999
Fax: (818 or 310) 766-9563
Tel: (818 or 310) 769-0007 Ext. 278
Outside of CA: (888) 758-5200 Ext 278
www.mpiphp.org

United Scenic Artists Local 829 Pension Fund
c/o Administrative Services Only
303 Merrick Road
Lynbrook, NY 1563
Fax: 516-396-5500
Tel: 516-396-5593