

2005 MUSIC VIDEO PRODUCTION AGREEMENT

THIS AGREEMENT has been negotiated between the INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES AND CANADA, AFL-CIO, CLC ("IATSE") and MUSIC VIDEO PRODUCERS ASSOCIATION ("MVPA") and is binding on those music video production companies that have consented to be bound hereby ("Employer" or "Employers").

Employers are engaged in the physical production of music videos. The IATSE represents technicians and artisans who work in the production of music videos.

This Agreement is intended to recognize and address the special needs of music video productions. It is the intent of the parties that this Agreement establish the wages, benefits, and working conditions applicable to technicians and artisans employed in the production of music videos.

ARTICLE I - RECOGNITION

The Employer recognizes the IATSE as the exclusive collective bargaining representative of all technicians and artisans employed in classifications traditionally represented by the IATSE in the motion picture industry that includes music video productions who are employed by the Employer in the United States, Puerto Rico, and the U.S. Virgin Islands. This Agreement is not applicable to office clerical employees, production assistants or guards as defined by the National Labor Relations Act.

Music video productions covered by this Agreement shall include music videos made on film, tape or otherwise, whether by means of motion picture cameras, electronic cameras, or new devices, without regard to their manner of distribution or viewing.

In the event the Employer engages in the production of music videos for the Internet utilizing methods of production which are substantially different from the traditional methods of music video production, the wage rate and working condition provisions of this Agreement shall not be applicable to such non-traditional production. The Employer shall give advance notice to the IATSE of such intended non-traditional production and the parties will meet to negotiate wage rates and working conditions applicable to such non-traditional production. If the parties fail to reach an agreement with respect to such wage rates and working conditions, the balance of this Agreement shall remain applicable to the employees performing the work in question.

ARTICLE II - UNION SECURITY

(a) Employees covered by this Agreement, as a condition of employment, shall become and thereafter remain members in good standing of the IATSE on and after the thirtieth day of the employment or thirty days following the execution of this Agreement, whichever is the latter date. The foregoing shall be subject to and limited by applicable State law and to the extent that any applicable State law does not permit the form of union security herein provided, then and in that event, this Agreement shall be deemed to provide for the maximum form of union security permitted by said State law. "Members in good standing" shall be defined, interpreted and implemented by the parties as an employee who meets the financial obligations only in accordance with the provisions of the National Labor Relations Act.

(b) Deductions of union work dues or assessments shall be made only in accordance with instructions set forth in written authorizations from a Local Union employee, which must be signed and dated by the employee and effective upon that date. The written authorization shall not be revocable for a period of one year, and will automatically renew for successive one year periods on each annual anniversary of its effective date, unless revoked by the employee in writing, signed and dated, and actually received by the Employer (1) during the period commencing thirty (30) days prior to and ending five (5) days prior to (i) the annual anniversary of the effective date of the authorization, or (ii) the expiration date of this Agreement.

ARTICLE III - EMPLOYMENT

(a) When hiring employees outside of Los Angeles County, the Employer will give first consideration to qualified persons referred by Local Union affiliates of the IATSE located in the geographic area of a production.

(b) Upon request by the IATSE and within five (5) days from the request, the Employer shall furnish the IATSE with the name, address, social security number, date of hire, and the rate of pay of employees hired under this Agreement.

(c) Persons employed under the terms and conditions of this Agreement for thirty (30) days or more within a two (2) year period may, upon application to Contract Services Administration Trust Fund ("CSATF"), have their name added to the Industry Experience Roster established under the Producer-IATSE 2000 Basic Agreement or successor basic agreement. The employee shall have the burden of establishing their eligibility for such Industry Experience Roster placement subject to the then current rules and procedures applicable to such placement.

ARTICLE IV - ADMINISTRATION

In order to achieve consistency and continuity in the administration of this Agreement, the IATSE shall designate a special representative responsible for the administration of the Agreement. This Agreement has been negotiated on behalf of signatory Employers by the MVPA, which shall similarly designate a representative responsible for the administration of this Agreement.

ARTICLE V - ACCESS

The designated representatives of the IATSE and its Local Unions shall be permitted reasonable access to all production sites where persons covered by this Agreement are performing services, subject to reasonable limitations relating to the protection of design, patent or trade secrets, and other confidential matters.

ARTICLE VI - JOB STEWARD

The IATSE or crew may appoint one steward for each production. The identity of the designated steward shall be made known to the Employer of the music video not later than the first day of production. It is understood that the steward shall in no way be discriminated against for any cause whatsoever in the performance of his/her duties as steward.

ARTICLE VII - NO DISCRIMINATION

The Employer and the IATSE agree that there shall be no discrimination against any employee or prospective employee due to race, color, creed, sex, age, physical handicap, union membership, sexual preference, national origin, or as otherwise provided in applicable State or Federal legislation.

ARTICLE VIII - GRIEVANCE PROCEDURE

Any dispute between the IATSE on behalf of itself or a Local Union and the Employer concerning the interpretation and/or application of this Agreement which cannot be initially resolved between the parties shall be referred to the designated representatives of the IATSE and MVPA¹ for resolution. If they are unable to resolve the matter, it may be submitted to arbitration by either the IATSE or the Employer for a final and binding award. If an arbitrator cannot be mutually selected, then one shall be selected by lot from an arbitration panel obtained from the Federal Mediation and Conciliation Service. The arbitrator's fees and costs shall be paid equally by the IATSE and the Employer. The arbitrator and parties shall follow the labor arbitration rules of the American Arbitration Association. Any claim not reduced to writing and submitted to the other party within forty-five (45) calendar days following the incident giving rise to the claim or within forty-five (45) calendar days after the employee or the IATSE or Local Union had

¹ If Employer is not a member of the MVPA, then the Employer shall designate a representative.

a reasonable opportunity to become aware of the incident, whichever is the latter, but in no event more than one year after the incident, shall be deemed to be waived.

ARTICLE IX - NO STRIKE, NO LOCKOUT

During the term of this Agreement, there shall be no strikes, picketing, or work stoppages by the IATSE or by an employee, or lockout by the Employer.

ARTICLE X - MULTI-EMPLOYER UNIT

(a) Employees hired by the Employer to perform services in the County of Los Angeles, or hired by the Employer in the County of Los Angeles to perform services outside the County of Los Angeles, and camera and post production employees regardless of where hired, shall be deemed to be within the multi-employer bargaining unit established by the Producer - IATSE 2000 Basic Agreement and successor agreements ("BA") and subject to the BA's provisions covering benefit contributions to the Health and Pension Plans, Individual Account Plan (MPIPH), and Contract Services Administration Trust Fund ("CSATF"); provided, however, the wages, working conditions, and other terms and conditions of this Agreement shall be fully applicable to employees covered by this Agreement.

(b) The BA provisions as to hiring requirements of the Industry Experience Roster shall apply only as set forth in Article III (c) of this Agreement.

ARTICLE XI - MINIMUM TERMS AND CONDITIONS

The wage scales and working condition provisions of this Agreement shall be minimums and employees shall not be precluded from obtaining "better conditions" as that term is understood in the motion picture industry, including productions for television, commercials, and music videos. Any employee enjoying such better conditions shall not have their wages or working conditions reduced as a consequence of this Agreement.

ARTICLE XII - SCOPE OF AGREEMENT

(a) The parties recognize that there are factors and requirements unique to the making of music videos for the music video industry which may result in the Employer having no effective control over portions of pre-production or post-production work covered by this Agreement. Under such circumstances, where the Employer does not control the assignment of work, the Employer shall not be responsible or liable under this Agreement for the performance of such work.

(b) The Employer shall not be prevented from subcontracting when the Employer does not have the facilities or equipment required for the work required or its employees do not have the necessary skills and qualifications to perform the work required. The use of third party vendors for services consistent with music video production shall not be deemed within this provision.

(c) The foregoing provisions are intended to conform to existing business practices in the music video industry and not to diminish opportunities for employees covered by this Agreement.

ARTICLE XIII - OPERATIONS

There shall be no minimum staffing requirements, provided, however staffing practices shall be consistent with the general past practice of the music video production industry. Consistent with past practice, there shall be practical interchangeability within the production crafts.

ARTICLE XIV - WORKDAY, WORKWEEK, TRAVEL PAY, AND MINIMUM CALLS

(a) The workweek shall be any five or six consecutive workdays within seven consecutive days. The minimum daily work call during pre-production and production shall be eight (8) work hours. Work time begins at the time of the set call and ends at the time of set dismissal.

(b) Payment for travel days shall be made as a straight time allowance and will be paid for actual time traveled, up to four (4) hours per day, and no benefit contributions will be paid.

(c) There shall be no minimum call for the "wrap only" crew.

ARTICLE XV - CANCELLATION OF CALL

In the event of cancellation of previously called employees, if notification is not given by (i) the completion of the previous day's work; or (ii) if not a work day, by 3:00 p.m. of the day preceding the call; or (iii) 6:00 p.m. due to inclement weather, then the employee shall be paid an eight (8) hour minimum call; however, if the cancelled call was for a travel only day or wrap only crew, then the employee shall be paid in accordance with Article XIV.

ARTICLE XVI - OVERTIME

The first eight (8) work hours during the first five days of a workweek shall be paid at straight time. Work hours in excess of eight (8) on the first five days of the workweek and for the first twelve (12) work hours on a sixth workday shall be paid at time and one-half. All hours on a seventh workday shall be paid at double time. For production budgets² of \$400,000 and above, double time shall be paid after twelve (12) work hours; on production budgets under \$400,000, double time shall be paid after fourteen (14) elapsed hours.

ARTICLE XVII - REST PERIODS

There shall be a ten (10) hour rest period on all work assignments, except on overnight locations in which the rest period shall be eight (8) hours, calculated portal-to-portal. If the full

² Budget guidelines are specified in Article XXII.

rest period is not provided, then the employee shall be paid on return to work at the prevailing rate plus one (1) hour of straight time for each invaded hour.

ARTICLE XVIII - MEALS

(a) Meal periods shall not be less than one half (½) hour nor more than one (1) hour in length. No more than one meal period shall be deducted from work time for an employee during the minimum call. (A second meal period may be deducted from work time for those employees who work in excess of the minimum call.)

(b) The employee's first meal period shall commence within six (6) hours following the time of first call for the day; succeeding meal periods shall commence within six (6) hours after the end of the preceding meal period. An employee's first meal period shall commence no earlier than three (3) hours after such employee reports for work, except for persons called in earlier than the regular crew call who are provided with a non-deductible breakfast, in which case their first deductible meal period will be due at the same time as the meal is due for a regular crew.

(c) The first deductible meal period may be extended by fifteen (15) minutes to complete a set up and a second deductible meal period may be extended by thirty (30) minutes to complete a set up and/or wrap. Extensions of the meal periods are not to be scheduled and if exceeded, meal penalties shall relate back to the time the meal was otherwise due. Any second meal, excluding a non-deductible breakfast, may be a non-deductible walking meal, so long as a

reasonable opportunity to eat is provided, and the wrap occurs within three (3) hours of when the meal was provided, or if not provided when otherwise due. A meal penalty allowance for delayed meals shall be computed as follows:

- (1) First $\frac{3}{4}$ hour meal delay or fraction thereof \$ 8.00
- (2) Second and each succeeding $\frac{3}{4}$ hour meal delay or fraction thereof\$12.00

Such allowance shall be in addition to the compensation for work time during the delay and shall not be applied as part of any guarantee.

ARTICLE XIX - LOCATIONS/TRAVEL

(a) Employees shall report to work at designated local production locations within the Studio Zone. The Studio Zone shall be the area within a circular forty five (45) mile zone, unless there are access difficulties, in which case the Employer will make appropriate transportation arrangements.

(b) For Los Angeles productions, the zone is forty five (45) miles from La Cienega and Beverly Boulevard. For New York productions, the zone is forty five (45) miles from Columbus Circle. For other areas, a "Production Zone" is defined to encompass the area within a forty five (45) mile radius of the City Hall of the following production centers, unless otherwise specified below:

<u>State</u>		<u>Production Center</u>
Alaska	--	Anchorage
Arizona	--	Phoenix and Tucson
California	--	Sacramento, San Diego, and San Francisco
Colorado	--	Denver

Florida	--	Miami (includes all of Palm Beach, Dade and Broward Counties), Orlando (includes Winter Haven and Lakeland), and Tampa (St. Petersburg and Clearwater)
Georgia	--	Atlanta
Hawaii	--	Honolulu
Illinois	--	Chicago
Louisiana	--	New Orleans
Maryland	--	Baltimore
Massachusetts	--	Boston
Michigan	--	Detroit
Minnesota	--	Minneapolis and St. Paul
Missouri	--	St. Louis
Nevada	--	Las Vegas
New Mexico	--	Albuquerque and Santa Fe
North Carolina	--	Charlotte and Wilmington
Ohio	--	Cleveland
Oregon	--	Portland
Pennsylvania	--	Philadelphia and Pittsburgh
Puerto Rico	--	San Juan
Tennessee	--	Nashville
Texas	--	Austin, Dallas, Ft. Worth, Houston, and San Antonio
Utah	--	Salt Lake City
Virginia	--	Richmond and Washington, D.C.
Washington	--	Seattle

(c) Employees may be requested to report to a nearby production location outside the forty five (45) mile zone, in which case the employee shall be paid mileage, computed from the perimeter of the forty five (45) mile zone and return, calculated at the appropriate IRS rate (currently 48.5¢ per mile). The rate will fluctuate according to IRS pronouncement. Such travel time outside of the forty five (45) mile zone shall be paid as an allowance not to exceed one hour per day at the employee's straight time hourly rate. Such travel time shall not be included in the required rest period.

(d) Any employee who is transported by the Employer to an overnight location shall be provided either housing or a housing allowance. The Employer shall provide transportation or mileage allowance to and from overnight locations.

(e) Work time for employees on overnight location shall be calculated from time of set call to time of set dismissal and they shall be provided with transportation to and from daily production locations.

(f) When housed on overnight location, all time is calculated set-to-set, except rest periods which shall be calculated portal-to-portal. Rest periods for employees housed on distant location shall be eight (8) hours, calculated portal-to-portal.

(g) An employee residing within forty five (45) miles from the production location shall be considered a local hire, and mileage, per diem, and housing are not required to be provided.

ARTICLE XX - HOLIDAYS

The following holidays are recognized: Christmas Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving.

Any holiday worked shall be paid at time and one half. Weekly guarantee employees shall be paid for an unworked holiday falling within a regular workweek. Daily employees shall not be paid for unworked holidays.

ARTICLE XXI - BENEFITS

(a) For the term of this Agreement, the Health, Pension, and Individual Account Plans benefit contributions for employees hired by the Employer to perform services in the County of Los Angeles or hired in Los Angeles County to perform services outside the County of Los Angeles shall be paid to the Motion Picture Industry Pension and Health Plans ("MPI").³ The current contributions total \$3.1375 for all hours worked or guaranteed plus five percent (5%) of scale straight time rates payable to the Individual Account Plan ("IAP"). Effective August 1, 2006 the hourly composite amount for benefit contributions shall be \$3.6375 paid to the MPI for all hours worked or guaranteed, plus 5% of scale straight time rates for all hours worked or guaranteed to the IAP. Effective August 1, 2007 the percentage shall be 5.5% of straight time rates for all hours worked or guaranteed plus the composite rate of \$3.6375 paid on all hours worked or guaranteed. Effective August 1, 2008 the percentage shall be 6% of scale straight time rates for all hours worked or guaranteed plus the composite rate of \$3.6375 paid for all hours worked or guaranteed.

³ Excluded are all productions in which the budget is fifty-five thousand dollars (\$55,000) or less, where no benefit contributions are required.

- (b) From the effective date of the Agreement, contributions will be made to the MPI for employees hired outside Los Angeles and working in classifications of camera and post production as well as those employees working within the jurisdiction of Locals 52 and 161⁴ which current amounts total \$8.266, plus five percent (5%) of wage scale rates into the IAP. Effective January 22, 2006, the contribution rates will increase to \$8.4486, plus five percent (5%) of wage scale rates into the IAP.⁵ The contribution rates for the Health and Pension Plans referenced above may be modified to rates set by the Board of Directors of the Plans based on a determination of the actuaries and consultants of the Motion Picture Industry Pension and Health Plans that said rate adjustment is warranted to properly fund the cost per participant of the benefits provided.

⁴ As to those employees working under the jurisdiction of Locals 52 and 161 for whom contributions are not made to the MPI, i.e., those hired from the jurisdiction of Local 52 outside the New York Metropolitan Area (65 mile radius from Columbus Circle) or hired from the jurisdiction of Local 161 outside of New York, New Jersey and Connecticut, contributions shall be made to the IATSE National Benefit Plans.

⁵ Effective August 1, 2007 the percentage rate in addition to the composite rate shall be 5.5% of scale straight time rates for all hours worked or guaranteed. Effective August 1, 2008 the percentage rate in addition to the composite rate shall be 6% of scale straight time hours worked or guaranteed.

(c) The following benefit contributions shall apply to New York⁶, San Francisco Bay Area, Detroit, Illinois, and Washington, D.C.

- (1) \$0.00 - \$ 55,000 – exempt – no benefit contributions required.
- (2) \$55,001 - \$300,000 – effective December 1, 2005, \$48.00 per person, per day; effective December 1, 2006, \$51.00 per person, per day; effective December 1, 2007, \$54.00 per person, per day; and effective December 1, 2008, \$57.00 per person, per day.
- (3) \$300,001 - \$500,000 – effective December 1, 2005 \$68.00 per person, per day; effective December 1, 2006, \$71.00 per person, per day; effective December 1, 2007, \$74.00 per person, per day; effective December 1, 2008 \$77.00 per person, per day.
- (4) \$500,001 and above – effective December 1, 2005 \$78.00 per person, per day; effective December 1, 2006 \$81.00 per person, per day; effective December 1, 2007, \$84.00 per person, per day; and effective December 1, 2008 \$87.00 per person, per day.

(d) Benefit contributions for projects in Las Vegas, Nevada with production budgets in excess of \$55,000 shall be eight percent (8%) of gross as pension contribution, plus effective December 1, 2005 twenty-five (\$25.00) per day, effective December 1, 2006 \$28.00 per day, effective December 1, 2007 \$31.00 per day, effective December 1, 2008 \$34.00 per day health contribution.

⁶ Except for those persons working under Local 52 or 161 jurisdiction whose contributions shall be made to the MPI.

(e) Benefit contributions for all other areas not set forth above with production budgets in excess of \$55,000 shall be forty-seven dollars (\$47.00) per day effective December 1, 2005; fifty dollars (\$50.00) per day effective December 1, 2006; and fifty-three dollars (\$53.00) per day, effective December 1, 2007; and fifty-six dollars (\$56.00) per day, effective December 1, 2008.

(f) The Employer shall for the life of this Agreement pay to the MPI through its administrator, as agent for transmittal to the Contract Services Administration Trust Fund ("CSATF") the amount of \$.26 per hour for each hour worked or guaranteed.

(g) The Employer will execute any documents required to constitute it as an employer contributor to the appropriate benefit plans.

ARTICLE XXII - BUDGET APPLICATIONS OF AGREEMENT

Any reference to "budget" or "production budget" means the "awarded contract budget," which shall exclude costs related to both post-production⁷ and on-camera performers. The total production cost, except as excluded above, is defined as all costs of pre-production and production, whether incurred directly or through another person or entity.

- (b) For budgets fifty-five thousand dollars (\$55,000) and less, this Agreement shall not be applicable (except, however, as to Article XXIII – Auditing, and Article VIII – Grievance Procedure, provided that such grievance seeks an audit or seeks remedies as a result of an audit.)
- (c) For budgets more than fifty-five thousand one dollars and up to and including three hundred thousand dollars (\$55,001 - \$300,000) the benefits and terms and conditions of this Agreement shall apply. All wage rates shall be individually negotiated by the employee with the Employer.
- (d) For budgets more than three hundred thousand one dollars and up to and including five hundred thousand dollars (\$300,001 - \$500,000), the benefits and terms and conditions of this Agreement, and the wage rates set forth in Article XXVI of this Agreement shall be applicable.
- (e) (1) For budgets more than five hundred thousand one dollars (\$500,001+), the then current wage rates of the IATSE-AICP Commercial Production Agreement (see Appendix

⁷ Post production work is defined as the classifications and work coverage as set forth in the AMPTP/IATSE Local 700 National Post Production Agreement.

"A" attached) shall apply to employees hired in Los Angeles to work in Los Angeles or hired in Los Angeles to work outside of Los Angeles, and shall also apply to New York, San Francisco Bay Area, Detroit, Washington, D.C., and Illinois.

(2) For budgets more than five-hundred thousand one dollars (\$500,001+) and for all other areas not set forth in (e)(1) of this Article, the wages rates set forth in Article XXVI shall apply.

(f) The classifications set forth in the IATSE-AICP 2000 Commercial Production Agreement (see Appendix "A" attached) shall be applicable to all productions in which the budget exceeds fifty-five thousand dollars (\$55,000).

ARTICLE XXIII - AUDITING

(a) Upon request by the IATSE, the Employer shall submit to the IATSE, or the IATSE at its election may inspect at the Employer's offices, a copy of the budget, crew list, titles of production, and the location and projected start and completion dates of photography. Representatives of the IATSE or retained professionals of the IATSE shall have the right to review the budget and the above-described information. Upon completion of post production of a production, the IATSE shall have the right to review the actual expenditures and other relevant documents and information as the IATSE may require showing the total production costs.

(b) All information received or reviewed by representatives of the IATSE or professionals retained by the IATSE pursuant to this provision shall be kept confidential and neither the IATSE nor its representatives or retained professionals shall disclose any such information.

(c) In the event the Employer exceeds a budget limitation, plus a ten percent (10%) contingency, the Employer will be required to pay retroactively the wage rates one tier level above the applicable rate for the projected budget as set forth in Article XXVI, plus an additional ten percent (10%). In the event the budget cap exceeds the tier level of one hundred fifty thousand to four hundred thousand (\$150,000 - \$400,000), plus a ten percent (10%) contingency, then the Employer shall be required to pay retroactively an additional ten percent (10%).

ARTICLE XXIV - IATSE PAC

The Employer agrees to deduct from each employee's gross wages at each payroll period such voluntary contributions to the IATSE Political Action Committee ("IATSE PAC") as the employee has authorized in writing to be deducted. The Employer will issue a single check for all employees' deductions payable to the IATSE PAC and remit same directly to the IATSE PAC within ten calendar days of the deduction. Along with the check, the Employer will provide the PAC with the following information: (1) the name of each employee for whom a deduction has been made, (2) the employee's social security number, and (3) the amount of the deduction. The Union will indemnify and hold harmless the Employer from any and all liability arising from deductions provided for this section. The foregoing may be assigned to the Employer's payroll service for administration.

ARTICLE XXV - EMPLOYER IDENTIFICATION

The Employer shall notify the IATSE if it changes its name or identity through merger or otherwise.

ARTICLE XXVI - WAGE RATES

(a) The applicable minimum wage rates covered by this Agreement are set forth below. There is no guarantee of employment beyond one (1) day for daily employees and one (1) week for weekly employees. If the last workweek of a weekly employee is a partial workweek, it may be prorated if the employee has been employed for at least one (1) full week.

- (1) \$0.00 - \$55,000, Agreement not applicable
- (2) \$55,001 - \$300,000, as negotiated
- (3) \$300,001 - \$500,000, effective December 1, 2005 - \$19.67, effective December 1, 2006 - \$20.26, effective December 1, 2007 - \$20.87, and effective December 1, 2008 - \$21.49.
- (4) \$500,001 and above, wages rates shall be as follows:
 - (i) Los Angeles (and LA hires), New York, San Francisco Bay Area, Detroit, Washington D.C., and Illinois per the then current Los Angeles IATSE - AICP Commercial Production Agreement.
(Appendix "A" lists the wage rates for 2005 and 2006)
 - (ii) All other locations, effective December 1, 2005 - \$22.95, effective December 1, 2006 - \$23.64, effective December 1, 2007 - \$24.35, and effective December 1, 2008 - \$25.08.

(b) In the event an employee hired in California or working for an Employer in California is laid off or discharged, he/she shall be paid in accordance with the provisions of

California Labor Code Section 201.5. Late payment claims shall be resolved through the grievance procedure set forth in Article VIII.

ARTICLE XXVII - NOTICES AND SIGNATORY EMPLOYERS

(a) With respect to MVPA employer members on December 1, 2005, the MVPA shall have ninety (90) days from such date to notify the IATSE of those Employers who have elected to also become signatories to this Agreement.

(b) The MVPA shall provide copies of the signed consent agreements to the IATSE.

(c) After the expiration of the ninety-day period referred to in (a), the IATSE shall not be obligated to be bound to this Agreement with any other music video Employer, whether or not a member of the MVPA.

(d) ARTICLE XXVIII – PRODUCTION NOTICE

1. For music video productions produced under this Agreement on or after December 1, 2005, the Employer shall serve written notice on the I.A.T.S.E. West Coast Office of its intent, or that of another production entity, to employ persons under this Agreement prior to engaging such employees for a given production. Such notice shall be given on a like form attached to this Agreement called "Music Video Production Notice."
2. Effective December 1, 2006, the failure to give notice as required by this Article shall result in a penalty of advancement to the next tier for application of wages, benefits, terms and conditions of this Agreement, unless the production is already budgeted at the top tier, for each violation; provided, however, that this penalty will not apply until the fourth (4th) violation within a given (18) eighteen month period commencing with the first violation.

ARTICLE XXIX - TERM

The term of this Agreement shall be four (4) years covering the period of December 1, 2005 through and including November 30, 2009. This Agreement shall be generally effective as of December 12, 2005, except as otherwise provided. Upon proper proof being submitted to the IATSE projects previously committed to budget prior to execution of this Agreement will be exempt from the new terms and conditions for such productions only.

THE INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA, AFL-CIO, CLC on behalf of itself and its affiliated Local Unions.

By: [Signature]
Its: PRESIDENT
Dated: 5.1.06

MUSIC VIDEO PRODUCERS ASSOCIATION

By: [Signature]
Its: PRESIDENT
Dated: 4/19/06

Appendix "A"
Wage Rates
IATSE – AICP 2004 Commercial Production Agreement

CLASSIFICATION ^a		Oct. 1, 2004	Oct. 1, 2005	Oct. 1, 2006
Director of Photography	Hourly	\$82.13	84.59	87.13
Camera Operator	Hourly	\$50.27	51.78	53.33
1st Camera Assistant	Hourly	\$36.37	37.46	38.58
2nd Camera Assistant	Hourly	\$33.41	34.41	35.44
Camera Loader/Utility	Hourly	\$28.58	29.44	30.32
Sound Mixer	Hourly	\$56.10	57.78	59.51
Boom Operator	Hourly	\$37.86	39.00	40.17
Sound Utility	Hourly	\$37.86	39.00	40.17
VTR/Video Playback	Hourly	\$37.86	39.00	40.17
Key Grip	Hourly	\$35.20	36.26	37.35
2nd Grip	Hourly	\$31.53	32.48	33.45
Dolly Grip	Hourly	\$32.65	33.63	34.64
Grip	Hourly	\$30.09	30.99	31.92
Entry Level Grip	Hourly	\$26.34	27.13	27.94
Lighting Gaffer	Hourly	\$35.20	36.26	37.35
2nd Electrician	Hourly	\$31.53	32.48	33.45
Dimmer Operator	Hourly	\$30.79	31.71	32.66
Electrician	Hourly	\$30.09	30.99	31.92
Entry Level Electrician	Hourly	\$26.34	27.13	27.94
Property Master	Hourly	\$35.20	36.26	37.35
2nd Prop	Hourly	\$30.79	31.71	32.66
3 rd Prop	Hourly	\$28.84	29.71	30.60
Costume Designer	Weekly on call	\$1,984.99	2044.54	2105.88
	Daily on call	\$476.30	490.59	505.31
Key Costumer	Hourly	\$32.80	33.78	34.79
2nd Costumer	Hourly	\$31.14	32.07	33.03
3rd Costumer	Hourly	\$28.52	29.38	30.26
Entry Level Costumer	Hourly	\$22.71	23.39	24.09
Key Make-Up Artist	Hourly	\$40.07	41.27	42.51
2nd Make-Up Artist	Hourly	\$34.11	35.13	36.18
3rd Make-Up Artist	Hourly	\$30.91	31.84	32.80
Key Hair Stylist	Hourly	\$39.75	40.94	42.17
2nd Hair Stylist	Hourly	\$34.86	35.91	36.99

Appendix "A" Continued
Wage Rates
IATSE -- AICP 2004 Commercial Production Agreement

CLASSIFICATION		Oct. 1, 2004	Oct. 1, 2005	Oct. 1, 2006
3rd Hair Stylist	Hourly	\$29.72	30.61	31.53
Script Supervisor	Hourly	\$29.40	30.28	31.19
First Aid	Hourly	\$27.47	28.29	29.14
Craft Service	Hourly	\$25.51	26.28	27.07
Art Director	<u>Weekly on call</u> ⁹⁾	\$2,801.09	2885.12	2971.67
Assistant Art Director	Weekly on call	\$2,096.34	2159.23	2224.01
Set Decorator	Weekly on call	\$2,139.23	2203.41	2269.51
	Daily on call	\$506.72	521.92	537.58
Lead Set Dresser	Hourly	\$30.79	31.71	32.66
Set Dresser	Hourly	\$28.84	9.71	30.60
Construction Coordinator	Weekly on call	\$2,081.31	2143.75	2208.06
	Daily on call	\$492.39	507.16	522.37
Propmaker Foreperson	Hourly	\$35.36	36.42	37.51
Propmaker	Hourly	\$30.79	31.71	32.66
Paint Foreperson	Daily	\$414.77	427.21	440.03
Painter	Hourly	\$30.79	31.71	32.66
Lead Scenic Artist	Hourly	\$45.63	47.00	48.41
Scenic Artist	Hourly	\$41.26	42.50	43.78
Special Effects Foreperson	Hourly	\$35.36	36.42	37.51
Lead Effects	Hourly	\$32.65	33.63	34.64
Effects	Hourly	\$30.79	31.71	32.66
Studio Teacher	Hourly	\$38.23	39.38	40.56
Welfare Worker				

MUSIC VIDEO PRODUCTION NOTICE

Please provide the following information to the IATSE prior to the start of production as required by the Music Video Production Agreement.

Production Company:

Name: _____

Address: _____

City/State/Zip: _____

Contact: _____

Telephone: _____

FAX: _____

Production Information:

Artist: _____

Title: _____

Shoot Date(s): _____

Location(s) City, State: _____

Budget: _____

Budget means the awarded contract budget, which shall exclude post production and on camera performers.

Payroll Company (if any):

Name: _____

Contact: _____

Telephone: _____

This form must be completed and submitted **PRIOR** to the start of production.

Mail or Fax to:

**IATSE West Coast Office
Attn: Michael Miller
10045 Riverside Drive
Toluca Lake, CA 91602
Ph. (818) 980-3499
Fax (818) 980-3496**

January 1, 2003

This Sideletter is entered into between the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, CLC ("IATSE") and Music Video Producers Association ("MVPA") as to the following exception to Article II(a) of the 2003 Music Video Production Agreement ("Agreement").

The provisions of Article II(a) of the Agreement shall not apply to star requested hair stylists, make up artists, or wardrobe persons; provided, however, such employee may voluntarily become a member of the IATSE.

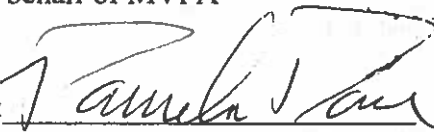
On behalf of the I.A.T.S.E.

By:



On behalf of MVPA

By:



CONSENT AGREEMENT

The undersigned music video production Employer has reviewed the 2003 Music Video Production Agreement negotiated by the Music Video Producers Association and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO, CLC, and hereby agrees to be bound by the 2003 Music Video Production Agreement, and to execute and abide by the terms of an appropriate Trust Acceptance necessary to implement the benefit provisions of the Agreement.

Employer (Name of Production Company)

BY: _____
(Signature)

(Print Name)

ITS: _____

DATED: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

TRUST ACCEPTANCE

To the: Directors of the Motion Picture Industry Health Plan
Directors of the Motion Picture Industry Pension Plan
Directors of the Motion Picture Industry Individual Account Plan
11365 Ventura Boulevard, Studio City, California 91604

The undersigned (AEmployer@) represents and agrees:

1. That the Employer is engaged in the production of motion pictures or is engaged primarily in the business of furnishing materials or services for motion picture productions and

That the Employer is familiar with the provisions of the respective Collective Bargaining Agreements and Declarations of Trusts establishing the (a) Motion Picture Industry Health Plan dated October 20, 1952 as amended (AHealth Plan@) and (b) the Motion Picture Industry Pension Plan dated October 26, 1953, as amended, (APension Plan@) and (c) the Motion Picture Industry Individual Account Plan dated August 1, 1979, as amended (AIndividual Account Plan@) (collectively referred to as the APlans@).

2. The Employer and the International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada, AFL-CIO (AUnion@) have entered into and are bound to a collective bargaining agreement (AAgreement@) in effect as of Date of Hire; the Union is a party to the Health Plan as set forth in Article 1, Section 3 of the Health Plan and is a party to the Pension Plan as set forth in Article 1, Section 27 of the Pension Plan and is a party to the Individual Account Plan as set forth in Article 1, Section 29 of the Individual Account Plan.
3. The amounts and obligations of the Employer to make contributions to the Health Plan shall commence as of Date of Hire and to the Pension Plan and the Individual Account Plan shall commence as of Date of Hire in accordance with the provisions set forth in Article V of the Health Plan and Article III of the Pension Plan and Article III of the Individual Account Plan and the provisions set forth in Article XII, Article XIII, Article XIII A and Article XXXIV(d) of the Producer-IATSE Basic Agreement of 2003 (ABasic Agreement@) and set forth in Article 34 of the Videotape Electronics Supplemental Basic Agreement of 2003 (AVideotape Agreement@) and the Supplemental Digital Production Agreement, and successor Agreements, copies of which have been furnished to the Employer.
4. In accordance with Article XIV of the Basic Agreement and Article 34 of the Videotape Agreement and in accordance with Article XIII, Section 3 of the Health Plan for the period and purposes set forth therein, the Employer commencing as of Date of Hire shall pay to the Pension Plan, through its Administrator as agent for receipt, collection and transmittal to the Retired Employees Fund of the Health Plan, the amount of contributions set forth in Article V of the Health Plan and Article XIV of the Basic Agreement for each hour guaranteed by or each hour worked for the Employer by employees for whom the Employer is obligated hereunder to make the required contributions.
5. In accordance with Article XIX (Post >60=s Theatrical Motion Pictures) and Article XXVIII (Supplemental Markets) of the Basic Agreement, the Employer shall pay to the Plans the amounts due and in the manner set forth in the above sections as to motion pictures covered by such Post >60=s and Supplemental Market provisions.
6. The required contributions shall be made as to employees only for such services as the employees actually rendered in connection with motion picture production.
7. Subject to the provisions of Article IX of the Health Plan and Article XIII, Section 2 of the Pension Plan, the Employer by this Trust Acceptance agrees and intends to become a party and to participate in the Health Plan and Pension Plan and Individual Account Plan to the same extent as though the Employer had executed such Trust Agreements or their counterparts with respect to the employees covered by the collective bargaining agreements.
8. The Employer appoints the Alliance of Motion Picture and Television Producers, Inc. to act for the Employer under the terms and conditions of the Health Plan, the Pension Plan and the Individual Account Plan.

DATED:

DATED:

EMPLOYER:

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE
EMPLOYES, MOVING PICTURE TECHNICIANS, ARTISTS AND
ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES
AND CANADA, AFL-CIO

BY:

By:

MATTHEW D. LOEB

Signature:

Signature:

Title:

Title:

INTERNATIONAL VICE PRESIDENT, DIVISION

Address:

DIRECTOR- MOTION PICTURE AND TELEVISION
PRODUCTION

City/State/Zip:

Phone:



**MOTION
PICTURE
INDUSTRY
PENSION & HEALTH PLANS**

11365 Ventura Boulevard • Studio City, California 91604-3148
Mailing Address
P.O. Box 1999, Studio City, California 91614-0999
818 or 310 769-0007 • Outside So. Cal. 888-369-2007
FAX: 818 766-9563
www.mpihp.org

Company Data Sheet

A. SIGNATORY COMPANY INFORMATION (Please print or type all information.)

Company Name:		Phone:	
Address:		FAX:	
		E-Mail:	
Contact:		Phone:	

B. CONTROLLING OFFICER/SHAREHOLDER INFORMATION (Please fill in all officer/shareholder information)

OFFICER/SHAREHOLDER NAME	S.S. NUMBER	TITLE	% OF SHARES	UNION AFFILIATION	
				NO	YES/UNION

C. ADDITIONAL INFORMATION

Company's Principal Production or Service is:			
Company Type:	☐ SOLE PROPRIETORSHIP (Ownership) ☐ LIMITED LIABILITY CORPORATION (List ALL Members and, if applicable, union affiliation) (Check one) ☐ A CORPORATION (List ALL Principals and, if applicable, union affiliation)	☐ A PARTNERSHIP: ☐ General ☐ Limited	Company Identification Numbers
Is this Company a Permanent Facility? (A Permanent Facility maintains a permanent address with year-round staff providing a service, e.g., costume house, editing facility)		☐ Yes ☐ No	
Does this Company have any affiliated/related entities? (e.g., parent company, subsidiaries, DBA's, etc.)		☐ Yes (Please list below) ☐ No	

D. REPORTING AND CONTRIBUTING INFORMATION

Individuals authorized to act on behalf of company in reporting and contributing:				
Name:	Title:	Ph#:	Ext:	
Name:	Title:	Ph#:	Ext:	
Check One:	☐ Coversheet, detail and check to be sent under separate cover for hours worked or guaranteed for all covered employees. ☐ Inactive from effective date of Agreement; no covered employees. We will notify the Plans of any changes in activity or status of this company immediately.			
I verify that the above information constitutes a total and complete listing of all information for the above company.				
Name	Signature	Title	Date	

VIDEO AGREEMENT

THE FOLLOWING IS AN AGREEMENT BETWEEN
COSTUME DESIGNERS GUILD LOCAL 892 IATSE

AND MONONA ROSSOL, PRESIDENT OF ARTS, CRAFTS
& THEATER SAFETY, INC., REGARDING THE VIDEO
TAPE OF HER PRESENTATION ON OCTOBER 21, 2006
AT THE RENAISSANCE HOTEL IN HOLLYWOOD, CA.

COSTUME DESIGNERS GUILD LOCAL 829 IATSE

AGREES THAT THE VIDEO TAPE:

1. SHALL ONLY BE USED FOR INTERNAL PURPOSES
NAMELY FOR TRAINING AND INFORMATION FOR IATSE
MEMBERS.
2. SHALL NOT BE SOLD OR USED FOR PROFIT-MAKING
3. SHALL BE EDITED ONLY WITH APPROVAL BY
MONONA ROSSOL
4. SHALL BE LIMITED TO 3 COPIES,
ONE OF WHICH SHALL BE PROVIDED TO MONONA ROSSOL
5. SHALL NO LONGER BE USED FOR TRAINING OR
INFORMATION AFTER OCTOBER 21, 2009

SIGN

Cheryl Downey

DATE 10/21/06

SIGN

Monona Rossol

DATE 10/21/06

CDG 892 #
4730 WOODMAN 430
STEFANAK 91423

