

2018 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 establishes 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 then-current Producer-IATSE 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, gender, 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 a reasonable opportunity to become

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

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 under the then Producer - IATSE Basic Agreement ("BA") and subject to the BA's provisions covering benefit contributions to the Health and Pension Plans, Individual Account Plan (MPIP), 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 (5) or six (6) consecutive workdays within seven (7) 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 (5) days of a workweek shall be paid at straight time. Work hours in excess of eight (8) on the first five (5) 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 \$500,000 and above, double time shall be paid after twelve (12) work hours; on production budgets under \$500,000, 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. On weekends (end of the scheduled weekly shift) on a six (6) day shift, there shall be a thirty-four (34) hour rest period for both on and off production employees and fifty-two (52) hours on a five (5) day shift. If the full rest period is not provided, then the employee shall be paid on return to work at the prevailing rate plus additional straight time for each invaded hour or portion thereof.

² Budget guidelines are specified in Article XXII.

ARTICLE XVIII - MEALS

(a) Meal periods shall not be less than one half (1/2) 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 1/2 hour meal delay or fraction thereof \$ 7.50
- (2) Second and each succeeding 1/2 hour meal delay or fraction thereof\$10.00
- (3) Third and each succeeding 1/2 hour meal delay or fraction thereof..... \$15.00

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 54.5¢ 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) Employees who are covered by Article X 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 of the County of Los Angeles shall have benefit contributions remitted on their behalf to the Motion Picture Industry Pension and Health Plans (“MPIPHP”) and Contract Services Administration Trust Fund for every hour worked or guaranteed.

(b) In addition to those amounts set forth in the Basic Agreement in Article XIX (Post ‘60’s Residuals), and XXVIII (Supplemental Market Residuals), the contributions to the MPIPHP and CSATF shall be as follows and effective as of each employee’s date of hire.

The hourly contributions to the MPIPHP and CSATF shall be \$2.00 over the then-current total rates as provided for in the then-current Producer-IATSE Basic Agreement.

(b)(i) For budgets more than \$500,000, the then-current AICP benefit rates shall apply.

(c) For camera department employees, post-production employees and publicists, Local 52-represented employees employed or hired in New York and New Jersey (except that part of New Jersey outside a 65 mile radius of Columbus Circle) or for Local 161-represented employees employed or hired in New York, New Jersey or Connecticut who are not employed under Article X, contributions shall be made to the MPIPHP for all hours worked or guaranteed. The contribution rates may be established annually by the Board of Directors of the MPIPHP based on the cost of benefits determined by the actuaries and consultants to those plans.

(d) The following benefit contributions shall apply to New York³, 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 August 1, 2018, \$95.00 per person, per day; effective August 1, 2019, \$98.00 per person, per day; and effective August 1, 2020, \$101.00 per person, per day.
- (3) \$300,001 - \$500,000 – effective August 1, 2018, \$115.00 per person, per day; effective August 1, 2019, \$118.00 per person, per day; and effective August 1, 2020, \$121.00 per person, per day.
- (4) For budgets more than \$500,000, the then-current AICP benefit rates shall apply.

(e) 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 August 1, 2018, seventy-one dollars (\$71.00) per day; effective August 1, 2019, seventy-four dollars (\$74.00), and effective August 1, 2020, seventy-seven dollars (\$77.00) per day, health contribution. For budgets more than \$500,000, the then-current AICP benefit rates shall apply.

(f) Benefit contributions for all other areas not set forth above with production budgets in excess of \$55,000 shall be ninety-four dollars (\$94.00) per day effective August 1, 2018; ninety-seven dollars (\$97.00) per day effective August 1, 2019, and one hundred dollars (\$100.00) per day effective August 1, 2020. For budgets more than \$500,000, the then-current AICP benefit rates shall apply.

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

ARTICLE XXII - BUDGET APPLICATIONS OF AGREEMENT

³ Except for those persons working under Local 52 or 161 jurisdiction whose contributions shall be made to the MPI.

Any reference to "budget" or "production budget" means the "awarded contract budget," which shall exclude costs related to both post-production⁴ 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.

(a) For budgets fifty-five thousand dollars (\$55,000) and less, this Agreement shall not be applicable (except, however, for Article XXIII – Auditing, and Article VIII – Grievance Procedure, provided that such grievance seeks an audit or seeks remedies as a result of an audit.)

(b) For budgets of 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.

(c) For budgets of 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.

(d) (1) For budgets in excess of five hundred thousand dollars (\$500,001+), the then-current wage rates of the IATSE-AICP Commercial Production Agreement 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 in excess of five-hundred thousand dollars (\$500,001+) in all other areas not set forth in (e)(1) of this Article, the wages rates set forth in Article XXVI shall apply.

(e) The classifications set forth in the then-current IATSE-AICP Commercial Production Agreement shall be applicable to all productions in which the budget exceeds fifty-five thousand dollars (\$55,000).

⁴ Post production work is defined as the classifications and work coverage as set forth in the AMPTP/IATSE Local 700 National Post Production Agreement.

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 three hundred thousand one to five hundred thousand (\$300,001 - \$500,000), 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 (10) 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 August 1, 2018- \$26.69;
 - effective August 1, 2019 - \$27.49;
 - and effective August 1, 2020- \$28.31.
- (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.
 - (ii) All other locations: effective August 1, 2018 - \$30.25; effective August 1, 2019 - \$31.15; and effective August 1, 2020 - \$32.08.

(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) The MVPA shall provide copies of the signed Consent Agreements to the IATSE.

ARTICLE XXVIII – PRODUCTION NOTICE

(a) For music video productions produced under this Agreement, 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.”

(b) 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 – IATSE ENTERTAINMENT AND EXHIBITION INDUSTRIES TRAINING TRUST FUND



The Employer shall contribute to the IATSE Entertainment and Exhibition Industries Training Trust Fund during the term of this Agreement the amount of fifteen cents (\$.15) per hour for each hour worked or guaranteed per employee covered by this Collective Bargaining Agreement. All contributions to the Fund shall be payable no later than the twentieth (20th) day of the month for the hours worked in the preceding month. All contributions shall be payable to IATSE Entertainment and Exhibition Industries Training Trust Fund (IATSE Training Trust Fund), and sent to PO Box 51317 Los Angeles, CA 90051-5617, along with a list of all covered employees the total number of hours worked or was guaranteed per employee in the reported month. Employer agrees to be signatory to the IATSE Entertainment and Exhibition Industries Training Trust Fund, established June 22, 2011, (“Trust Agreement”) and to abide by and be bound by its terms and conditions, and any amendments thereto, and all policies and procedures of the Fund, including Collection of Contributions Payable by Employers, as related to the contributions due as per the above referenced collective bargaining agreement.

ARTICLE XXX - TERM

The term of this Agreement shall be from August 1, 2018 through and including July 31, 2021.

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 EMPLOYEES, 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:  

Print Name: Michael F. Miller, Jr.

Title: International Vice President/
Department Director, MPTV Production

Dated: 2/14/2019

MUSIC VIDEO PRODUCERS ASSOCIATION

By: 

Print Name: Fuliane Petikyan

Title: President

Dated: 02/05/19


SIDELETTER NO. 1

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").

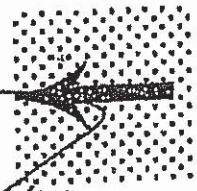
The provisions of Article II(a) of the Agreement shall not apply to star requested hair stylists, make up artists, or wardrobe persons; provided, however, such employee may voluntarily become a member of the IATSE.

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

By: 

On behalf of MVPA

By: 



**SIGN
HERE**

MUSIC VIDEO PRODUCTION NOTICE

Please provide the following information to the IATSE. This form must be completed and submitted **PRIOR** to the start of production as required by the Music Video Production Agreement.

Production Company:

Name: _____

Address: _____

City/State/Zip: _____

Contact: _____

Telephone: _____

Email: _____

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:

Name: _____

Contact: _____

Telephone: _____

Email: _____

Email:
notices@iatse.net

or

Mail to:
IATSE West Coast Office
Attn: Music Video Notices
10045 Riverside Drive
Toluca Lake, CA 91602
(818) 980-3499

CONSENT AGREEMENT

a) The 2018 Music Video Production Agreement

The undersigned music video production Employer has reviewed the 2018 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 2018 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.

b) The IATSE Funds' Trust Agreements and Policies

The Employer further agrees to be bound by all of the terms and conditions of The Agreement and Declaration of Trust for each of the following: (1) IATSE National Health and Welfare Fund, (2) the IATSE National Pension Fund, and (3) the IATSE Annuity Fund, each as restated September 22, 2005, and as amended, respectively, and each respective Fund's Statement of Policy and the contributions due as per the above referenced collective bargaining agreement.

Name of Production Company

Print Name: _____

Signature: _____

Title: _____

Dated: _____

Address: _____

City/State/Zip: _____

Phone: _____

Email Address: _____

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 ("Employer") 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 ("Health Plan") and (b) the Motion Picture Industry Pension Plan dated October 26, 1953, as amended, ("Pension Plan") and (c) the Motion Picture Industry Individual Account Plan dated August 1, 1979, as amended ("Individual Account Plan") (collectively referred to as the "Plans").
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 ("Union") have entered into and are bound to a collective bargaining agreement ("Agreement") in effect as of _____; 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 _____ and to the Pension Plan and the Individual Account Plan shall commence as of _____ 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 2018 ("Basic Agreement") and set forth in Article 34 of the Videotape Electronics Supplemental Basic Agreement of 2018 ("Videotape Agreement"), and successor Agreements, copies of which have been furnished to the Employer. Employer further represents that it is familiar with the provisions of Article V, Section 6 of the Health Plan, Article III, Section 8 of the Pension Plan and Article III, Section 5 of the Individual Account Plan regarding adequate payroll records.
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 _____; 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 agreement.
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: _____
(Print Name of Employer)

INTERNATIONAL ALLIANCE OF THEATRICAL STAGE EMPLOYEES, MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS OF THE UNITED STATES, ITS TERRITORIES AND CANADA

By: _____
(Print Name)

By: Michael F. Miller, Jr.
(Print Name)

Signature: _____

Signature: _____

Title: _____

Address: _____

International Vice President/
Department Director, MPTV Production

City/State/Zip: _____

Title: _____

Phone: _____



Company Data Sheet

A. SIGNATORY COMPANY INFORMATION

Company		Email	
Address		Phone 1	
City State Zip		Phone 2	
Contact Name		Fax	

B. CONTROLLING EMPLOYEE(S) / OFFICER(S) INFORMATION

Controlling Employee/Officer Name(s)	Social Security Number	Title	Union Membership?	
			No	Yes/List Union

A Controlling Employee includes any employee who is also a shareholder of the corporation or member of the LLC or an officer of the Employer or the spouse of such a shareholder, member of the LLC or officer. Please be aware that in the event a Controlling Employee of a participating Employer performs work for that Employer under their collective bargaining agreement, that Employee is bound to the Controlling Employee provisions of the MPI, as set forth in Section 4 of Exhibit "A" to the MPI Trust Agreements. Information pertaining to this provision can be found under the Employer Accounts section of the MPI website (www.mpiphp.org). Please confirm below whether any Controlling Employees of the Employer will be performing covered work under the Employer's collective bargaining agreement.

I hereby confirm that Controlling Employee(s) of the above-referenced Employer do do not perform covered work under the Employer's collective bargaining agreement.

C. ADDITIONAL INFORMATION

Company Type: (Check one)	Sole Proprietorship (Sole Proprietorships cannot submit contributions for the owner)	Company Identification Numbers
	Partnership: General Limited (Partnerships cannot submit contributions for the partners)	Fed ID#:
	Corporation	State ID#:
	Limited Liability Company	List State of Formation:

Company's Principal Production or Service:

Is this Company a Permanent Facility? Yes No
(A Permanent Facility maintains a permanent address with year-round staff providing a service, such as a costume house or an editing facility.)

Does this Company have any affiliated or related entities? If yes, please list. Yes No
(for example: Parent Company, DBA's, Subsidiaries)

D. REPORTING AND CONTRIBUTING INFORMATION

Individuals authorized to act on behalf of the Company for reporting and contributing purposes:

Name:	Title:	Phone:
Name:	Title:	Phone:

E.

I certify that the above information constitutes a total and complete listing of all information for the above Company.

Name	Signature	Title	Date



**PAYROLL COMPANY
AUTHORIZATION FOR RELEASE
OF RECORDS**

As required by federal law, the Motion Picture Industry Pension and Health Plans (the “Plans”) maintain an audit program for hourly and residuals (Post 60's and Supplemental Markets) contributions. All Employers are audited on a four-year, or less, cyclical basis.

You are required to keep adequate records documenting such contributions and the Plan auditors are legally entitled to review such records. Records to be audited include (but are not limited to) payroll, tax and accounts payable records, below-the-line-labor production reports, call sheets, production bible, crew lists and deal memos.

Accordingly, at some time in the future, the Plans will be conducting a compliance audit of your records, **including** the records of any Payroll Company that your company may have contracted to payroll your covered employees.

Most Payroll Companies require an authorization from their client in order to release the client’s records. Although the Plans are legally entitled to audit your records, this authorization facilitates the audit process. Therefore, as a condition of approval as a participating Employer, you are required to sign as indicated below and return this form to the Plans.

Plan auditors will present this authorization to the Payroll Company at the time of the audit. Note that failure to sign this release in no way affects the Plans’ right to audit.

* * * * *

AUTHORIZATION TO RELEASE RECORDS

By signature below, the undersigned Employer authorizes any Payroll Company that it may engage to make contributions to the Plans as required by the applicable Collective Bargaining Agreement(s), to release to the Plans for inspection all records that may be pertinent in connection with such contributions.

Name of Employer

Signature

Print Name

Title

Date