

# Motion Picture Studio Mechanics Local 52

*International Alliance of Theatrical Stage Employees, AFL CIO*

19-02 Steinway Street, Astoria, NY 11105 · Telephone: (718) 906-9440 · Fax No.: (718) 777-1820

[www.iatselocal52.org](http://www.iatselocal52.org) · [ialocal52@msn.com](mailto:ialocal52@msn.com)

November 29, 2017

To Whom It May Concern:

This letter sets forth our understanding and agreement as follows:

1. You recognize Local 52, I.A.T.S.E. as the bargaining agent for your employees working in the classifications covered by the jurisdiction of Local 52, I.A.T.S.E.
2. You agree that the rates of pay and working conditions to apply for commercials, music videos and promos will be as specified in the standard Independent Commercial Production contract of Local 52, I.A.T.S.E.
3. Union Work Assessments: You agree to deduct from the wages of all employees represented by Local 52 IATSE, the sum of two and one half percent (2½%) of gross wages to be paid to Local 52.
4. As part of this agreement, you agree to execute Trust Acceptance and other documents as shall be required by the Motion Picture Industry Pension and Health Plans (MPIHP) and agree to make contributions for all Local 52 represented personnel, for all hours worked or guaranteed, in the following amounts:

<u>Effective March 26, 2017</u>	
Pension	4.073
Actives Health Plan	8.415
Retirees Health Plan	1.960
Individual Account Plan	.305*
Total	14.448

\* The .305 hourly contribution to the IAP pursuant to Article XIII(a) of the Basic Agreement as provided above shall be allocated to the Active Health Plan subject to the Union providing the Producer thirty (30) days notice that the allocation shall be moved back into the IAP. Add to the above: Individual Account Plan, seven percent (7%) of the scale regular base hourly rate of pay.

The contribution payments may be modified to rates set by the Board of Directors of the Motion Picture Industry Pension and Health Plan on a determination by the actuaries and consultants of the MPIHP, which will be based upon the hourly cost of benefits. Employer shall submit these benefits to:

*Motion Picture Industry and Health Plan  
11365 Ventura Boulevard, P.O. Box 1999  
Studio City, CA 91614-1999*

5. You will be bound by the provisions of the Local 52 401K Plan and Trust. No employer contributions are required.
6. In the event of any question or doubt as to the financial responsibility of your company, Local 52, IATSE. shall have the right to require that you post a performance bond to cover the wages, contributions and other financial obligations due or to become due hereunder.
7. This agreement shall continue in force until December 14, 2017.
8. The Company shall pay all wages (including all penalties) owed to each employee and on behalf of each employee no later than 10 days from the employee's last date of employment. Should the Company fail to make wage payments within 10 days, the Company will pay to each employee an additional 15% of the total unpaid gross wages owed to the employee.

If the above states correctly our understanding and agreement, as I trust it does, please sign below.

Very truly yours,

ACCEPTED AND AGREED TO:

MOTION PICTURE STUDIO MECHANICS  
LOCAL 52 I.A.T.S.E., AFL-CIO

Rogue Films

[Print name of Company]

2-3 Boulet Close

London Fizrovia, United Kingdom 011-44-207-907-100

[Address]

By: \_\_\_\_\_

[Sign here]

D. VAN DEL GAAR  
[Print name & Position]

By: \_\_\_\_\_  
JOHN R. FORD, President

By: \_\_\_\_\_  
JOHN K. FUNDUS, Vice President

Workers Comp. Insurance Carrier \_\_\_\_\_  
Policy No. \_\_\_\_\_

Payroll Company Caps Universal  
Job Title & Number Jet Blue #51503

**JOHN FORD**

*President/Business Manager*

**JOHN K. FUNDUS**

*Vice President*

**RICHARD N. DOLAN**

*Secretary-Treasurer*

**RAYMOND FORTUNE**

*Business Representative*

NEW YORK CITY CENTRAL TRADES AND LABOR COUNCIL

LONG ISLAND FEDERATION OF LABOR

NEW YORK STATE FEDERATION OF LABOR

## 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 11/29/17; 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 11/29/17 and to the Pension Plan and the Individual Account Plan shall commence as of 11/29/17 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 2015 ("Basic Agreement") and set forth in Article 34 of the Videotape Electronics Supplemental Basic Agreement of 2015 ("Videotape Agreement"), and the Supplemental Digital Production 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 11/29/17; 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: 12/29/17

EMPLOYER: Rogue Films  
(Print Name of Employer)

By: David van der Gaag  
(Print Name)

Signature: 

Title: Producer

Address: 2-3 Bourlet Close

City/State/Zip: London, WIW 7BK, United Kingdom

Phone: +44 207 907 1000

DATED: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Title: International Vice President  
Department Director, MPTV Production



**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.mpphp.org

# Company Data Sheet

**A. SIGNATORY COMPANY INFORMATION** (Please print or type)

Company Name: **ROGUE FILMS**

Address: **2-3 BOURLET CLOSE  
LONDON, W1W 7BQ**

Contact: **UNITED KINGDOM  
DAVID VAN DER GAAG**

Phone: **+44 207 907 1000**

FAC: \_\_\_\_\_

EMAIL: **seb@roguefilms.co.uk**

Phone: \_\_\_\_\_

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

CONTROLLING EMPLOYEE / OFFICER NAME	SOCIAL SECURITY NUMBER	TITLE	UNION AFFILIATION	
			NO	YES/UNION

**C. ADDITIONAL INFORMATION**

Company Type:  SOLE PROPRIETORSHIP (Sole Proprietorships are not permitted to submit contributions for the owner)  
 LIMITED LIABILITY CORPORATION (List ALL Members above and, if applicable, their union affiliation)  
 A CORPORATION (List ALL Principals above and, if applicable, their union affiliation)  
 A PARTNERSHIP:  General  Limited (Partnerships are not permitted to submit contributions for the partners)

Company's Principal Production or Service is: \_\_\_\_\_

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

Does this Company have any affiliated/related entities?  Yes (Please list below)  No  
 (e.g., parent company, subsidiaries, DBA's, etc.)

**D. REPORTING AND CONTRIBUTING INFORMATION**

Individuals authorized to act on behalf of company in reporting and contributing:

Name:	Title:	Phone:	Ext:

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

Name: **D. VAN DER GAAG** Signature: Title: **Partner** Date: **11.29.13**