

2007 IATSE/AICP Commercial Production Agreement  
CONSENT AGREEMENT

The undersigned television commercial production company has reviewed the 2007 Commercial Production Agreement negotiated by the Association of Independent Commercial Producers, Inc., and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States and Canada, AFL-CIO, and hereby agrees to be bound thereby and to execute and abide by the terms of the Trust Acceptance documents required by the Pension, Welfare, Annuity and 401(k) plans receiving contributions under this Agreement.

\_\_\_\_\_  
(Production Company)

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

Title: \_\_\_\_\_

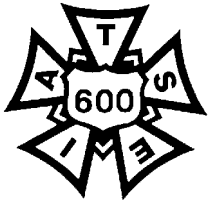
Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_



# INTERNATIONAL CINEMATOGRAPHERS GUILD

## LOCAL 600, I.A.T.S.E., EASTERN REGION OFFICE

NATIONAL OFFICE • 7755 Sunset Blvd., Suite 300  
• 80 Eighth Avenue, 14th Floor  
• 1411 Peterson Avenue, Suite 102  
• 7463 Conroy-Windermere Rd., Suite A

• Los Angeles, CA 90046  
• New York, NY 10011  
• Park Ridge, IL 60068 (Chicago)  
• Orlando, FL 32835

• (323) 876-0160  
• (212) 647-7300  
• (847) 692-9900  
• (407) 295-5577

• FAX (323) 876-6383  
• FAX (212) 647-7317  
• FAX (847) 692-5607  
• FAX (407) 295-5335

### Motion Picture Industry Pension and Health Plans Summary

#### Local 600, Eastern Region, IATSE

For employees represented by Local 600 IATSE, contribution shall be made to the Motion Picture Industry Pension and Health Funds (MPIPH) for all hours worked or guaranteed in the following amounts:

#### NATIONAL OFFICERS

National President  
STEVEN POSTER, ASC

National Vice President  
BARRY WETCHER

First National Vice  
President  
RUSTY BURRELL

Second National Vice  
President  
JOHN TOLL, ASC

Secretary-Treasurer  
ALAN GITLIN

Assistant Secretary-  
Treasurer  
BRUCE MacCALLUM

Sergeant-at-Arms  
MICHAEL ST. HILAIRE

National Executive Director  
BRUCE C. DOERING

Western Regional Director  
DAVID BEHM

Eastern Regional Director  
CHAIM I. KANTOR

Central Regional Director  
JOHN HILSMAN

Pension	\$1.9800
Active Health Plan	\$6.4677
Retiree Health Plan	\$1.3343
Individual Account Plan	\$ .3050*
Total	\$10.0870

\*Add to the above: Individual Account Plan, six percent (6%) 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 Health Plan on a determination by the actuaries and consultants of the MPIPH, which will be based upon the hourly cost of benefits.

The employer shall submit these benefit contributions to:  
The Motion Picture Industry Pension and Health Plans  
11365 Ventura Boulevard  
PO Box 1999  
Studio City CA 91614-1999

**Accidental Death and Dismemberment:** The Producer shall contribute seventy-five cents (\$.75) per day on behalf of each Local 600 represented employee employed hereunder to a fund which meets the requirements of Section 302(c) of the Labor Management Relations Act for the purpose of providing accidental death and dismemberment insurance. The Employer shall submit this benefit contribution to:

Local 600 Accidental Death & Dismemberment Trust Fund  
80 Eighth Avenue, 14th floor  
New York NY 10011

Local 600, IATSE

\_\_\_\_\_  
Company

\_\_\_\_\_  
Chaim Kantor, Eastern Region Director

\_\_\_\_\_  
By

\_\_\_\_\_  
Date  
1/25/09

\_\_\_\_\_  
Title  
Date \_\_\_\_\_

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 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 2006 ("Basic Agreement") and set forth in Article 34 of the Videotape Electronics Supplemental Basic Agreement of 2006 ("Videotape 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 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: \_\_\_\_\_
(Print Name of 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: \_\_\_\_\_
(Print Name)

By: \_\_\_\_\_
(Print Name)

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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



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.mpiphp.org

# Company Data Sheet

PENSION & HEALTH PLANS

## SIGNATORY COMPANY INFORMATION

(Please print or type all information.)

**A.**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

FAX: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Contact: \_\_\_\_\_

## 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

## ADDITIONAL INFORMATION

**C.**

Company's Principal Production or Service is:

SOLE PROPRIETORSHIP (Ownership)     A PARTNERSHIP:  General     Limited

Company Type: (Check one)

LIMITED LIABILITY CORPORATION (List ALL Members and, if applicable, union affiliation)

A CORPORATION (List ALL Principals and, if applicable, union affiliation)

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.)

Fed ID#: \_\_\_\_\_

State Employer ID#: \_\_\_\_\_

State Corp. ID#: \_\_\_\_\_

## REPORTING AND CONTRIBUTING INFORMATION

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

Name:	Title:	Ph#:	Ext:

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.

**E.**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**IATSE NATIONAL PENSION, NATIONAL HEALTH & WELFARE, ANNUITY, AND 401(k) FUNDS**

**Trust Acceptance Agreement for the Commercial Production Agreement, effective from October 1, 2007 through September 30, 2010.**

The IATSE (the "Union") and the Employer named below agree as follows regarding National Pension, National Health & Welfare, Annuity, and 401(k) Fund benefits for employees covered by the 2007-2010 Commercial Production Agreement (the "Collective Bargaining Agreement" or "CBA"):

**1. Trust Agreement**

Employer agrees to be bound by all of the terms and provisions of:

- a. The Agreement and Declaration of Trust (the "*National Pension Fund Trust Agreement*") establishing the IATSE National Pension Fund (the "*National Pension Fund*") dated December 11, 2001, as amended, and the National Pension Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "National Pension Fund Collection Guidelines");
- b. The Agreement and Declaration of Trust (the "*Welfare Fund Trust Agreement*") establishing the IATSE National Health and Welfare Fund (the "*Welfare Fund*") dated May 1, 1997, as amended, and the Welfare Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Welfare Fund Collection Guidelines");
- c. The Agreement and Declaration of Trust (the "*Annuity Fund Trust Agreement*") establishing the IATSE Annuity Fund (the "*Annuity Fund*") dated February 1, 1995, as amended, and the Annuity Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "Annuity Fund Collection Guidelines"); and
- d. The Agreement and Declaration of Trust (the "*Trust Agreement*") establishing the IATSE 401(k) Fund (the "*401(k) Fund*") dated March 6, 2002, as amended, and the 401(k) Fund's Statement of Policy and Procedures for Collection of Contributions Payable by Employers (the "401(k) Fund Collection Guidelines").

and to be represented in the administration of the National Pension Fund, the Welfare Fund, the Annuity Fund, and the 401(k) Fund, respectively, by the Employer Trustees therein named or by their successors.

**2. Computation of Contributions**

Commencing with the effective date for contributions under the current CBA between the Union and Employer, and continuing through any renewals, extensions or amendments thereof, Employer agrees to contribute the sums specified in Article XII of the CBA to the National Pension Fund, the Welfare Fund, the Annuity Fund, and the 401(k) Fund for each and every employee whose position is covered by that Agreement.

**3. Payment of Contributions**

Payment of contributions as required above shall be made by check payable to the "IATSE National Pension Fund," the "IATSE National Health & Welfare Fund," the "IATSE Annuity Fund," or the "IATSE 401(k) Fund," and must be received in the appropriate Fund Office not later than: ***For Weekly Contributors, the end of the week following the week of employment; OR, For Monthly Contributors, the 10<sup>th</sup> day of each month following the month of employment.*** Each payment of contributions shall be accompanied by a Remittance Report in the form supplied by the applicable Fund.

**4. Records**

Employer agrees to maintain and make available to the Union, the Trustees or one or more of their designees for inspection and verification all of its records covering such employment in accordance with the Trust Agreements and the National Pension Fund, Welfare Fund, Annuity Fund, and 401(k) Funds' Collection Guidelines.

**5. IRS Compliance**

The Pension, Health & Welfare, Annuity, and 401(k) Plans adopted by the Trustees shall comply with the requirements of the Internal Revenue Code so as to enable Employer to treat contributions to the National Pension Fund, the Welfare Fund, the Annuity Fund, and the 401(k) Fund as a deduction for income tax purposes.

**6. Terms of the CBA**

A copy of the current CBA will be provided by the Employer upon request by any of the Fund Offices. This Trust Acceptance Agreement shall continue in full force and effect until the parties sign a successor CBA that supersedes the current contribution rates, in which case the parties shall be required to sign a new Trust Acceptance Agreement and submit it to the appropriate Fund Office[s] for all Funds affected. Should the parties (i) fail to sign an extension agreement but continue performance of the CBA after its expiration date, or (ii) sign a renewal, extension or amendment of the CBA that does not change the current contribution rates, this Trust Acceptance Agreement shall automatically be deemed extended thereby unless written notice to the contrary is received by the National Pension Fund, the Welfare Fund, the Annuity Fund, and the 401(k) Fund.

**FOR IATSE:**

By: \_\_\_\_\_  
(Signature of Authorized Officer) (Title) (Print Name)

Date: \_\_\_\_\_, 20\_\_\_\_

**FOR EMPLOYER:**

\_\_\_\_\_  
(Insert Name of Employer) (Employer Federal Tax ID No.)

\_\_\_\_\_  
(Address) (City, State, Zip)

\_\_\_\_\_  
(Area Code/Telephone No.) (Area Code/Fax No.)

By: \_\_\_\_\_  
(Signature of Authorized Officer) (Title) (Print Name)

Date: \_\_\_\_\_, 20\_\_\_\_

**PAYROLL COMPANY (If Applicable)**

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
(Address) (City, State, Zip)

\_\_\_\_\_  
(Area Code/Telephone No.) (Area Code/Fax No.)