

IX. Preference of Employment

(a) With respect to employees hired by a Producer who is part of the multi-employer bargaining unit, regardless of membership in the AMPTP, to perform services in the County of Los Angeles, California, or hired by such Producer in the County of Los Angeles, California, to perform services outside such County, preference in employment shall be given to persons having previous work experience in the crafts and classifications of work subject to this Agreement, obtained while employed by Producers who are part of the multi-employer bargaining unit, in Los Angeles County or outside such

County if hired by such Producer in the County to perform such services.

(b) The definite terms of such preference or seniority shall be as set forth in the written Agreements between the Producers who are bound to this Agreement as part of the multi-employer bargaining unit and the IATSE and the respective West Coast Studio Locals.

(c) All West Coast Studio Local Agreements are hereby amended to conform to this Article and, whenever reference in such Agreements is made to a collective bargaining agreement or to an employer for purposes of the Industry Experience Roster, such reference shall apply only to a collective bargaining agreement subject to this Agreement or the Videotape Agreement, and only to an Employer or Producer who is part of the multi-employer bargaining unit.

(d) A person who retires under the Motion Picture Industry Pension Plan or a private retirement plan specified in such Industry Pension Plan, Article XV, shall not have any preference of employment and shall be removed from the Studio and Industry Experience Rosters; however, the employer may employ such employee as though he had such preference and had not been removed from such roster.

(e) There shall be a single film-tape Industry Experience Roster system described below based on the single multi-employer bargaining unit of the AMPTP and those employers who consent to be part of the above-described unit.

(f) Persons shall be eligible for placement on the appropriate Local rosters on the following basis:

(1) Employees who, during a three hundred sixty-five (365) day period, performed services in the multi-employer unit for thirty (30) working days with one or more employers in Los Angeles County (or outside Los Angeles County if hired in and transported from Los Angeles County to perform such services) shall be eligible for placement on the respective Industry Experience Roster (except when a Local Agreement provides otherwise).

(2) Each applicant for roster placement shall have the burden of establishing his or her eligibility. The applicant must file an application with CSATF within six (6) months after the completion of the work experience required for eligibility. Such application must be perfected no later than one (1) year following the date of the last work day to be considered as qualifying experience. Such application shall be subject to appropriate verification by CSATF. The parties hereby

confirm that I-9 information must be provided to CSATF as a condition of placement on the Industry Experience Roster. In addition, satisfactory completion of the "A" safety training course and the harassment prevention training course through CSATF is required for placement on the Industry Experience Roster.

(g) Utilization of Rosters

(1) In the Technical Department (Article 15 of the Videotape Agreement) and other classifications for which there is a material difference between the function in tape and film, employees shall be identified on the rosters for the appropriate Local by their primary skill.

(2) Employees shall be selected from the rosters by the Producers if they are deemed qualified and available for the particular assignment.

(3) The requests by Producer for employees from the roster who are to be employed under the Videotape Agreement shall be directed to the West Coast Office of the IATSE.

(4) Employees who refuse three (3) successive calls, whether for film or tape, must be removed from the respective roster unless their refusal is due to work being performed for a Producer. In this connection, it shall be noted that it is expected that one employee may appear on more than one Local Union roster and that roster removal requirements will be triggered only by three (3) refusals under the same roster.

(5) A person on the Industry Experience Roster who fails to successfully complete legally required industry safety training courses by a date to be mutually agreed upon by the IATSE and AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Industry Experience Roster. The IATSE and AMPTP agree that a person must complete all required courses and/or training within six (6) months of placement on the Industry Experience Roster.

During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person. The person shall be reinstated to his/her former Roster status upon successful completion of said courses and/or training.

(6) The Advisory Committee will assist CSATF in moving those listed on the Industry Experience Roster in non-existent classifications into classifications identified in the West Coast Studio Local Agreements.

(h) Interchange

(1) It is understood that none of the foregoing is to affect in any way the right to interchange personnel under the Videotape Agreement or under any of the West Coast Studio Local Agreements, to the extent therein provided.

(2) Studio Seniority Rosters do not apply to the Technical Department under the Videotape Agreement.

(i) Roster Certification Form

The Producer and the IATSE will jointly develop a form for use by a Producer to notify CSATF that an individual is being certified for roster placement. The form shall include provisions for:

(1) The number of qualifying days worked by the employee;

(2) The roster classification within which the employee worked; and

(3) A notation whether the work performed was satisfactory or unsatisfactory.

The IATSE and the affected West Coast Studio Local shall have the right to challenge any roster placement with respect to the provisions contained in subparagraphs (1) and (2) above under the following roster arbitration procedure.

(j) Roster Arbitration Procedure

Disputes regarding the placement or removal of any person from the Industry Experience Roster arising from the contention that the person is not eligible to be placed on the roster under the applicable Agreement shall be resolved in the following manner:

(1) The IATSE and Producers select Fredric Horowitz to act as the impartial arbitrator in all cases submitted to arbitration under this Article, and Mark Burstein as the alternate impartial arbitrator in the event the impartial arbitrator is unavailable or unwilling to act.

(2) The IATSE and the Producers agree to submit to final and binding arbitration before the impartial arbitrator disputes involving the placement of any person on the Industry Experience Roster in accordance with this Article.

(3) CSATF shall notify the IATSE and the West Coast Studio Local Unions involved of its intention to place a person on the Industry Experience Roster. Such notice shall contain the person's address, telephone number, Social Security number (last four digits) and email address, provided CSATF has such information. The IATSE or the West Coast Studio Local Union may protest the intended action of CSATF within twenty (20) business days by a written notice to CSATF. In the event of a protest, CSATF shall notify the Producer(s) involved and the person. The person will not be placed on the roster until the matter has been determined. Upon such protest, a hearing shall be scheduled before the impartial arbitrator. If no protest is filed within ten (10) business days, the respective parties waive the right to protest.

(4) In an arbitration conducted pursuant to this Article, CSATF shall participate as an administrative witness and a custodian of records, and the IATSE, or a West Coast Studio Local Union designated in writing by the IATSE, shall represent the IATSE. Any person whose intended roster placement is involved in such dispute shall be entitled to have his/her own counsel at his/her own expense present at the arbitration. This provision shall not be construed as conferring upon such person the rights of a third party to the arbitration, and such arbitration will be solely between the Producer(s) and the IATSE.

(5) The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the IATSE or Producer(s). Such hearing shall be held on an informal basis. The arbitrator shall have the authority to establish uniform and equitable procedures for the conduct of the hearing.

(6) The award of the arbitrator shall be rendered in writing within ten (10) business days after the conclusion of the hearing unless the time is expressly extended by the Producer(s) and the IATSE. The written award of the impartial arbitrator shall be final and binding upon the IATSE and its West Coast Studio Locals, CSATF, the Producer(s) and any person whose roster placement is at issue. In the event that the award of the impartial arbitrator is to place the individual's name on the roster, the person's roster date shall be retroactive to the date that said person would have been placed on the roster but for said protest.

(7) The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by the Producer(s) and by the IATSE. All other costs and fees shall be borne by the party incurring the same.

(k) Removal from Industry Experience Roster

A person shall be removed from the Industry Experience Roster in accordance with the procedures set forth in the various Local Agreements.

In the event of a protest, the person's name will not be removed from the Industry Experience Roster until the matter has been determined.

Protests involving removal shall be subject to the same procedure outlined regarding placements, as set forth in subparagraph (j) of this Article, "Roster Arbitration Procedure," except that when references are made to "Producer(s)" in said procedure, such reference shall be deemed to mean CSATF for the purpose of this removal procedure.

The IATSE or the Local Union and CSATF may, by mutual agreement, extend any time limits set forth in the Sections on "Roster Arbitration Procedure" of this Article or "Removal from Industry Experience Roster" of the applicable Local Agreements.

An employee on permanent disability status with one Employer may not work for another Employer in the same craft and will be removed from the Industry Experience Roster in that craft.