

68. Seniority

(a) Maintenance of Industry Experience Roster

Under prior collective bargaining agreements, signatory Producers have established an Industry Experience Roster, which will be maintained under this Agreement, composed of the names of employees subject to this Agreement who were included on said Roster on July 31, 2021, and employees who thereafter satisfactorily fulfill all of the eligibility provisions set forth hereunder, including employees who actually perform services hereunder in one or more of the job classifications covered by this Agreement in the production of motion pictures in the motion picture industry in Los Angeles County or who have been hired hereunder in said County and performed such services outside said County.

The physical maintenance of said Roster shall be under the supervision of CSATF.

The Industry Experience Roster shall consist of a single group, identified as Industry Group 1.

Industry Group 1 of said Industry Experience Roster is composed of all such persons who were on said Roster on July 31, 2021 in Industry Group 1.

The Union warrants that Group 1 will be composed of at least five hundred (500) persons. On or about January 30 of each year, the parties will re-examine the number of people in such Group, and if there are insufficient qualified available persons to fill the needs of the motion picture industry, the parties shall mutually agree upon new qualifying standards for placement on the Industry Experience Roster such that Group 1 will be composed of at least five hundred (500) persons.

Additional persons may be added to Industry Group 1 as follows:

A person who performs services in a job classification covered by this Agreement for a total thereafter of at least thirty (30) actual workdays collectively with one or more Producers engaged in the production of motion pictures in the motion picture industry in Los Angeles County shall have his work record reviewed by the Producer, provided that all such workdays were performed within a period of twelve (12) consecutive months immediately preceding the date of his submitting an application, as provided below, to be placed on said Industry Experience Roster. If, in the opinion of the Producer, any such

person possesses the necessary qualifications to satisfactorily perform the employment requirements of the industry, the name of such person may be placed in Group 1 of said Industry Experience Roster. If such person does not, in the opinion of the Producer, have such required qualifications, he shall not be added to the said Roster and such reviewed employment shall not be recognized as experience in the motion picture industry for any purpose under the terms of this Agreement.

Any person claiming to have fulfilled any of the above Industry Experience requirements shall make application to CSATF, on a form provided for such purpose, to be placed on the Roster. Such person shall have the burden of proving to CSATF that he has in fact fulfilled the necessary qualifications, including documentary evidence of having actually worked the number of hours or days above required in the specified periods. Any individual making application to be placed on the Industry Experience Roster must perfect the application no later than one (1) year following the date of the last work day to be considered as qualifying experience. 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.

(b) Hiring, Layoff and Rehire

The Producer shall give preference of employment in the job classifications covered by this Agreement to qualified available persons as follows:

(1) Such preference of employment in hiring and rehiring shall be given in the said job classifications as follows: First, to such qualified persons in Industry Group 1; in the event there are insufficient available qualified persons in Industry Group 1 to meet the employment needs of Producer in said classifications, Producer may secure employees from any source.

(3) With respect to such hiring and rehiring, the Producer may notify the Local Union of its need to fill calls for "extra" employees in such classifications and may also specifically request particular named persons from the Industry Experience Roster. Upon such notice or request, the Local Union will undertake to obtain and dispatch to Producer such persons so specifically requested or, on the other hand, when persons are not so requested, any available qualified eligible persons, as the case may be, from the Industry Experience Roster in accordance with the above preference of employment provisions. Producer reserves the right to select those to be hired or rehired, as the

case may be, from among such eligible persons who are so dispatched to Producer, as above provided. Neither as to such undertaking or dispatching by the Union nor as to any other related portion of this Agreement will the Union discriminate either in favor of or against any person by reason of membership or non-membership in the Union. Producer shall not in any manner be liable hereunder for any alleged violation of this Paragraph 68 because of the Producer's employment of any person through the dispatching facilities of the Union, as above provided. The Local Union agrees to keep its offices open and available to service the Producer from 8:00 a.m. to 6:00 p.m., Monday through Friday, inclusive. It is understood that the above provisions with respect to the Producer's utilization of the dispatching facilities of the Union apply only to the filling of such "extra" calls from available qualified persons from the Industry Experience Roster; that such provisions do not apply in the event Producer does not meet its employment needs in such classifications from among the available qualified persons on the Industry Experience Roster and Producer is required to employ persons from other sources, in which event the recruiting of such new employees shall only be done by Producer directly. The addition of the terms and conditions of this Paragraph shall not in any manner affect any of the other provisions of this Paragraph 68.

(3) The parties hereto shall post in places where notices to employees and applicants for employment are customarily posted all of the provisions of this Paragraph 68.

(4) In the event of layoffs in such job classifications, the Producer will lay off in the inverse order of groups; *i.e.*, first, all employees in such job classifications not listed on the Industry Experience Roster; then, employees in such classifications who are in Industry Group 1 shall be laid off. The above layoff provisions, with respect to Weekly Schedule employees, shall be effective as of the completion of such employees' current assignment.

(5) Unless otherwise provided in this Agreement, each qualified person listed on the Industry Experience Roster shall have preference of employment, as above provided, equal to the preference of employment of all other qualified persons on the Industry Experience Roster and the Producer shall have complete freedom of selection from among such persons for the purpose of hiring, layoff and rehiring.

(6) Schedule A (Daily) employees on distant location may be retained out of Industry Experience status until one day after the return of the employee to the studio. Notwithstanding anything in this Paragraph 68 to the contrary, an employee properly hired and assigned to an "on production" position may be retained without being bumped.

(7) In administering hiring, layoff and rehiring, the Producer, upon giving advance notice to the Local Union, may: (i) call, retain or recall out of Industry Experience status an employee because of his special studio experience, skill and qualifications for the duties and/or equipment necessary for operation; or (ii) call or recall, and thereafter retain, out of Industry Experience status an employee because there are insufficient qualified available persons on the Industry Experience Roster, as above provided.

In the event that it is not possible for the Producer to give such advance notice to the Local Union, Producer may so call, retain or recall, out of Industry Experience status, as above provided, but shall notify the Local Union as soon as possible thereafter. If no protest is presented to Producer by the Union Representative within twenty-four (24) hours after receipt of such notice, Saturdays, Sundays and recognized holidays excepted, the protest shall be deemed to be waived. If the Union shall protest, the Union Representative shall promptly discuss with the Director of Industrial Relations of Producer the application of such exception and settle the dispute if at all possible.

In the event of a failure to settle the dispute in the discussion, as provided above, the matter shall be subject only to the expedited arbitration procedure provided for in Article 7, and shall be heard within three (3) working days from the time of notification by the Union to CSATF of the failure to settle such dispute. Such procedure shall be limited as herein provided. Failure or refusal of such representative of either party to meet at the appointed time shall constitute an automatic and final withdrawal or approval of the protest, as the case may be.

If, in such expedited arbitration procedure, it is determined there was no need so to call, retain or recall an employee out of Industry Experience status, the arbitrator may require Producer to forthwith employ a person in Industry Experience Roster status. If the matter is so determined, the individual may be immediately awarded back pay, if any, but in no event more than three (3) days. No other penalty may be imposed on the Producer. The decision in such expedited arbitration shall be final and binding and the expedited arbitrator's authority to decide shall be limited to the issue and remedy herein provided. The above procedure shall be the exclusive remedy for any dispute arising under this Paragraph and such dispute shall not be subject to the provisions of Article 7 of this Agreement.

(8) Notwithstanding the above, in recognition of the parties' desire to take more immediate action to remove barriers and facilitate employment of individuals from under-served communities or

under-represented groups with experience in the entertainment industry and related fields, the parties agree to the following:

(i) Producers may hire non-rostered individuals from under-served communities or under-represented groups who have prior experience in a job classification that is related or substantially similar to the one for which the Producer is hiring (“Prior-Experienced Individuals”) to work in a rostered classification under this Agreement. The prior experience need not have been acquired with a Producer signatory to this Agreement or on a certain type of production. Producer may rely upon Crewvie, Array Crew or other agreed-upon resources to determine an individual’s experience. Days worked by such an individual count towards placement on the Industry Experience Roster. When identifying persons who qualify as Prior-Experienced Individuals, Producers shall consider persons recommended by Local 80.

(ii) Producer shall provide written notice to the Local Union before hiring a Prior-Experienced Individual. Prior-Experienced Individuals shall be required to take CSATF Safety, HP1, and A training at a minimum before commencing work.

(iii) Provided that at least one rostered individual is hired in each department, the maximum number of Prior-Experienced Individuals hired on a production at any given time shall be limited to one (1) in each of the Grips department and the Crafts Service department. The Local Union may agree to increase the foregoing numbers consistent with the parties’ intention to increase access to employment opportunities in this industry.

(iv) In addition, the parties have agreed to a working internship program for entry level rostered classifications in this Agreement (as set forth in Article XLVIII(c)(1) of the Producer-IATSE Basic Agreement). The Producer commits to offer employment to individuals who complete its working internship program to its satisfaction and who continue to perform to the satisfaction of the Producer to enable them to fulfill the workdays requirement for roster placement described in Paragraph 68(a) above. The Producer may fulfill its commitment by offering the individual employment in an open position in the same department in which he or she had been working, on the same or on another production or another assignment for the Producer or for an entity related to or affiliated with the Producer. The Producer’s commitment does not apply to an individual who fails to perform to the satisfaction of the Producer or who rejects an offer of employment from the Producer.

To comply with this commitment, the Producer may assign an individual who gained working intern experience in a classification covered under this Agreement through the working internship program to work under the minimum rates, terms and conditions of this Agreement, notwithstanding the availability of eligible individuals from the Industry Experience Roster. The individual may be assigned in the same department in which he or she had been working or on another production or to another assignment. The individual will be assigned as a member of the regular crew or the department, but will not bump an established member of the regular crew or the department. In the event of a layoff of the regular crew for lack of work, the individual shall be laid off before a rostered member of the regular crew.

(v) The parties agree that the training program described in Article XLVIII(c)(1) of the Producer-IATSE Basic Agreement is not the only training program permitted under this Agreement. The parties may mutually agree to additional training program(s) (including on a Producer-by-Producer basis), and to apply the provisions of subparagraph (iv) above to individuals who successfully complete the additional training program(s).

(c) Removal of Person from Producer's Industry Experience Roster

(1) (i) A person shall be removed from the Industry Experience Roster if such person has not been employed for at least one (1) day within the crafts and classifications of work of such Roster under this Agreement, the Videotape Electronics Supplemental Basic Agreement or the Commercial Film Supplemental Agreement within a consecutive three (3) year period. In such event, CSATF will notify, in writing, the Local Union and the involved person at his last known address of the intended removal and specify the date of such removal. Such notice shall be given not less than fifteen (15) business days prior to removal of such person from the Industry Experience Roster.

(A) The IATSE or a Local Union designated by the IATSE and/or the involved person shall have the right to challenge the removal based on good and sufficient cause existing for the person's being unavailable for employment under the Agreement within the three (3) year period, by submitting a written protest within twenty (20) business days following receipt of the notice of intention to remove the individual from the Roster. If no protest is filed within said time period, the right to protest is waived. 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.

(B) Protests involving removal shall be subject to the following procedure:

(1) The IATSE and CSATF agree to submit to final and binding arbitration before the impartial arbitrator disputes involving the removal of any person on the Industry Experience Roster.

(2) In an arbitration conducted pursuant to this Article, CSATF shall participate as a party, 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 removal is involved in such dispute shall be entitled to have his own counsel at his own expense present at the arbitration.

(3) The IATSE and CSATF 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. In the event that both the impartial arbitrator and the alternate arbitrator are unable or unwilling to act, the arbitrator shall be selected by mutual agreement of the IATSE and CSATF.

(4) The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the IATSE or CSATF. 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.

(5) The award of the arbitrator shall be rendered in writing within twenty (20) business days after the conclusion of the hearing unless the time is expressly extended by the CSATF 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 and any person whose roster removal is at issue.

(6) The fees of the impartial arbitrator and the costs of the arbitration, if any, shall be shared equally by CSATF and by the IATSE or the involved IATSE West Coast Studio Local Union. All other costs and fees shall be borne by the party incurring the same.

(7) Any of the time limits set forth herein may be extended by mutual agreement of the parties.

(C) For purposes of this provision, a person shall be deemed to have “good and sufficient cause” for being unavailable for employment for any of the following reasons:

(1) Such person was employed in a labor relations position by the Alliance of Motion Picture and Television Producers; the Association of Motion Picture and Television Producers; Contract Services Administration Trust Fund; the Motion Picture Industry Pension and Health Plans; the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists and Allied Crafts of the United States, its Territories and Canada; any of the IATSE West Coast Studio Local Unions; or any other labor organization recognized by the member companies of the Alliance of Motion Picture and Television Producers as the bargaining representative for an appropriate unit of employees employed in the motion picture industry.

(2) Such person was employed by any Employer who is a member of the multi-employer bargaining unit which consists of those companies listed in the 2021 IATSE Basic Agreement and those Producers which have effectively consented to be part of the said multi-employer unit.

(3) Such person had a disability which prevented him from performing work assigned to the craft(s) or classification(s) in which he was formerly employed.

(4) Any other good and sufficient cause as determined by the arbitrator in accordance with the foregoing procedures.

(ii) The parties confirm that an employee on permanent disability status with one Producer will be removed from the Industry Experience Roster in that craft and may not work for another Producer in that craft.

(2) A person may be removed by the Producer from its Industry Experience Roster for any of the following reasons:

(i) Discharge by the Producer for cause. Producer will immediately notify employee and Local Union and will reduce the cause for discharge into writing and mail or deliver same to the employee, the Local Union and CSATF. In the event the discharge is not protested in writing within ten (10) calendar days from receipt by the Union of notice (excluding Saturdays, Sundays and holidays), the discharge shall be deemed to be for cause and shall not be subject to the

grievance procedure hereunder or any other procedure. If such protest is made within such ten-day period, it shall immediately be submitted to Step One of the grievance procedure in Article 7. Either party may, within the time provided in Step One, elect to go either (A) to Steps Two and Three of the grievance procedure or (B) directly to expedited arbitration. The selection by either party of expedited arbitration shall prevail. Three discharges for just cause shall subject the employee to automatic removal from the Industry Experience Roster.

(ii) If an employee is called three (3) times by the Producer and refuses such calls, the Producer will give written notice to the Local Union of such employee's failure to accept such calls and the Union will be given seven (7) days to ascertain the reason for such employee's refusals. After seven (7) days have elapsed after receipt of notice by the Union, if such employee fails again to accept a call by the Producer, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to such employee.

(iii) Voluntary resignation. The Union shall be notified of the employee's action.

(iv) In the event a person called by the Producer accepts the call and fails or refuses to report for work after accepting such calls on two (2) occasions during the term of this Agreement, the Producer may remove such employee from the Producer's Industry Experience Roster by written notice to the employee. The Producer agrees to notify the Union in writing of such employee's first failure to work after accepting such call.

(v) Absence because of illness exceeding one (1) year, provided the Union receives written notice before the employee is taken off the Roster.

(vi) Retirement under the Motion Picture Industry Pension Plan or private company pension plan; however, the employer may employ such employee as though he had not been removed from such Roster.

(vii) Death.

(3) A person on the Producer's Industry Experience Roster who is called for work and who is properly unavailable for work may be temporarily removed from such Roster until he notifies the Producer of his availability. During the time the person is so temporarily removed from such Roster, the Producer is not obligated to call such person.

(4) The Local Union may advise CSATF of the name of any person who has not complied with the obligations of Article 3 of this Agreement within sixty (60) days following such person's placement on the Industry Experience Roster. The Local Union shall also provide CSATF with documentation indicating that the employee has been given the opportunity, as required by law, to pay to the Local Union any delinquent fees and/or dues required by law. In such event, the person shall be deemed unavailable for employment and his name shall be removed from the Industry Experience Roster.

In the event of a protest involving removal of a person from the Industry Experience Roster pursuant to this subparagraph (4), the provisions of Paragraph 68(c)(1)(i)(B) shall apply.

Any problems caused by or relating to the administration of this subparagraph (4) shall be referred to IATSE President Matthew D. Loeb, or his designee, and to AMPTP President Carol A. Lombardini, or her designee, for resolution.

(5) A person on the Industry Experience Roster who fails to successfully complete legally-required industry safety training courses, by a date to be agreed upon between the IATSE and the AMPTP, or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, shall be temporarily removed from the Roster. The IATSE and AMPTP agree that, prior to November 21, 2021, a person must complete all required courses and/or training within six (6) months. On or after November 21, 2021, a person must complete all required online courses and/or training within ninety (90) days of placement on the Industry Experience Roster and all other 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. Such person shall be reinstated to his/her former position on the Roster upon successful completion of said courses and/or training.

(d) Absences

For the purposes of this Paragraph 68, an employee who has been employed in any of the job classifications covered by this Agreement shall not be removed from the Industry Experience Roster for any of the following reasons:

- (1) Absence because of illness not exceeding one (1) year;

(2) Absence because of military service;

(3) Absence because of service (in the same line of occupation pursued by the employee in the motion picture industry) for the United States Government on any research projects for the defense of the United States, provided such employee was expressly recruited by authorized government representatives for such service;

(4) Employment in a paid full-time job in Los Angeles County, California by the IATSE or a Local Union of the IATSE subject to the Producer-I.A.T.S.E. and M.P.T.A.A.C. Basic Agreement;

(5) Employment by the Producer as a supervisor when employee has had previous work and experience in the motion picture industry in the job classifications covered by this Agreement.

The burden of proving the above absences from service with Producer shall be on the employee.

(e) Establishing Eligibility

In order for any eligible person to be placed on the Industry Experience Roster of Producer, such person shall make written application to be placed on such Roster on application forms provided for such purpose.

Any person claiming to have fulfilled the Industry Experience Roster requirements shall have the burden of establishing and proving such claims.

With respect to calls for work, the Producer's call record shall be *prima facie* evidence of the fact that such person was called and said call record shall be available for inspection by the Union.

(f) Roster Certification Form

The Producers and the Union have jointly developed a form for use by all Employers to notify CSATF that an individual is being certified for Roster placement. The form includes 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.

(g) Roster Arbitration Procedure

Disputes regarding the placement of any person on 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) CSATF shall notify the IATSE and the Local Union involved of its intention to place a person on the Industry Experience Roster. CSATF's notice shall contain the individual's name, address, telephone number and social security number, provided CSATF possesses such information. The IATSE or the Local Union may protest the intended action of CSATF within ten (10) business days by a written notice to CSATF. The IATSE and the affected Local shall have the right to challenge any roster placement with respect to the qualifications required pursuant to subparagraphs (f)(1) and (f)(2) above. 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.

(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) 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.

(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 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 own counsel at his 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 same.

(h) The provisions of Paragraph 68 do not apply to individuals employed in any of the Marine Department classifications – namely, Boat Handlers, Safety Divers, Picture Boat Operators and Marine Coordinators.