

ARTICLE 17. MISCELLANEOUS

A. No Strike - No Lockout

The Union agrees that during the period of this Agreement, it will not strike against, picket, boycott or otherwise interfere with or curtail the business of the Producer, and the Producer agrees that there will be no lockout during the same period.

B. Arbitration

In the event of any dispute between the Union and the Producer, the parties agree promptly and in good faith to attempt to settle such matter between them amicably. In the event that the dispute cannot be settled, it shall be submitted to arbitration on the request of either party. However, any dispute must be submitted to arbitration within thirty (30) days from the date of the alleged violation or the date that the Union discovered or should have discovered the alleged violation, whichever is later, but in no event later than sixty (60) days from the date of the alleged violation.

Arbitrable disputes shall consist only of issues involving the interpretation or application of particular clauses of this Agreement and alleged violations.³ The arbitrator shall not have the right or authority to add to, subtract from, or alter any of the provisions of this Agreement. Matters as to which the parties have provided in the Agreement for the exercise of opinion or judgment shall not be subject to arbitration.

Any arbitrable dispute which the parties are unable to settle may be submitted by either the Union or the Producer for arbitration in New York City pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association and the fees of the arbitrator shall be divided equally between the Union and the Producer. The decision of the arbitrator shall be final and binding.

C. Non-Discrimination

Neither the Producer nor the Union shall discriminate against any employee or applicant on account of sex, age, race, creed, color, national origin, union membership or union activities.

³ Any such disputes that give rise to an alleged violation of Sections 8(a)(1) and/or 8(a)(3) of the National Labor Relations Act, or in which the alleged facts would constitute such a violation, are also subject to arbitration under this Article 17.B.

D. Payment of Wages

All employees will be paid on Friday of a given week for all work during the previous payroll week (*i.e.*, the preceding Sunday through Saturday.) All employees will be paid by check. The Producer will make best efforts to arrange for check cashing facilities in the city.

When the services of a daily employee are terminated, he/she shall be paid by check within seven (7) calendar days of the termination all monies due him/her under the Agreement.

E. Savings Clause

In the event any clause of this Agreement is declared illegal, it shall not prevent the rest of this Agreement being in full force and effect.

F. Technology

It is recognized that bargaining unit employees may utilize computers as a tool of the trade to perform work historically covered by this Agreement. Any dispute over the assignment of such computer-generated work shall not be arbitrable. However, when any such dispute involves employees employed under this Agreement and employees covered under another collective bargaining agreement, the Union shall first endeavor to resolve the dispute with the Producer. If the parties cannot resolve the dispute, it shall be referred to IATSE President Matthew D. Loeb and AMPTP President Carol A. Lombardini for resolution. The joint decision of such individuals shall be final and binding; no further remedies shall be available.