

50. Distant Location Assignments

(a) When set construction takes place on a distant location site of Producer's production unit originating from Los Angeles County and a substantial construction crew consisting of prop makers, painters and/or plasterers is sent from Los Angeles County to such set construction location, the Producer agrees to consider in good faith employing one (1) Laborer subject to the terms of this Agreement on such location when needed.

Disputes arising under this provision shall be submitted for resolution to a special Joint Cooperative Committee, instead of to grievance and arbitration as provided in Article 7. The Joint Cooperative Committee shall consist of an equal number of Union and Producer representatives, including at least one (1) representative of the Union and one (1) representative of the AMPTP. The Cooperative Committee shall convene within forty-eight (48) hours after notice of the dispute is given to the AMPTP.

(b) When one (1) or more employees subject to Paragraph 68 are assigned to a distant location construction site and the provisions of Paragraph 61 require the assignment of one (1) or more Gang Bosses, employees subject to Paragraph 68 shall be such Gang Boss or Gang Bosses.

(c) Available qualified employees hired outside of the County of Los Angeles to perform services covered by this Agreement shall be deemed to be working within a studio or studio zone (or secondary studio zone), as the case may be; provided, however, that a sixth day worked by such employee in his workweek shall be a time and one-half (1½) day. Such employee shall be subject to and covered by all of the provisions of this Agreement except the following:

Article 11 ("Health Plan"), Article 12 ("Pension Plan"), Article 12A. ("Motion Picture Industry Individual Account Plan"), Article 13 ("Motion Picture Industry Health Plan - Retired Employees Fund"), Article 14 ("Pre '60 Theatrical Motion Pictures"), Article 15 ("Post '60 Theatrical Motion Pictures"), Article 18 ("Contract Services Administration Trust Fund"), Article 21 ("Supplemental Markets"), Article 21A. ("Special Residual Formula for Theatrical Motion Pictures

Licensed to Free Television and/or Supplemental Markets for which a Minimum Guarantee or Non-Returnable Advance is Payable"), Paragraph 37 ("Traveling Expenses and Accommodations"), Paragraph 39 ("Travel Time, Work-and-Travel Conditions and Pay Provisions"), Paragraph 68 ("Seniority"), Paragraph 72 ("Vacations") and Paragraph 74 ("Severance Pay").

Paragraph 9 ("Holidays") shall be applicable only if a designated holiday is worked.

(d) When set construction is to take place on a distant location site of Producer's production unit originating from Los Angeles County to a distant location construction site, Producer shall give the Union as much advance notice of such matters as is reasonably possible.

(e) When Producer requires employees to perform work covered by this Agreement who are to be hired on location, Producer shall notify the Union, which shall advise the Producer if qualified employees are available at the location site to perform such work. If no qualified employees are available, the Producer may hire other persons to perform such work from any source. Qualified employees shall not be considered available at the location site if Producer is required to transport them to or to house them at the location site. Producer shall not be required to house or transport employees covered by this Agreement who are hired outside the County of Los Angeles.

(f) The amount of fringe benefit contributions to be paid on behalf of employees hired outside Los Angeles County shall be subject to negotiation between such employees' Local Union and the Producer. In no event shall such contributions exceed the amount payable for pension and health, plus vacation and holiday pay, under this Agreement.

(g) The provisions of this Paragraph 50 shall only remain operable so long as the Union retains jurisdiction throughout the United States and Canada.