

68. Seniority

(a) Maintenance of Seniority Roster

(i) Except as is provided in Paragraph 68(a)(ii) of the 1991 Local 724 Agreement, the Producer has established and will maintain a Studio Seniority Roster composed of those employees who were on the Studio Seniority Roster as of August 1, 1991.

An employee who is removed or terminated from the Studio Seniority Roster, as provided in subparagraph (d) of this Paragraph 68, shall not be replaced and no further additions shall be made to such Roster.

(ii) Persons shall be listed on such Seniority Roster in the order of their seniority, based on the calendar year in which they were assigned to said Seniority Roster. In determining such seniority year in which an employee shall be classified, any employee who has had a break of six (6) or more consecutive months in his employment with the Producer since the year 1937 (except for military service and for absence from work for a *bona fide* illness, which for this purpose shall be disregarded) shall be classified in the calendar year in which he is first employed by the Producer after the termination of the most recent break of six (6) or more consecutive months of employment with the Producer. Such year of classification shall be deemed the year of his "original employment with Producer" for the purposes of this Paragraph 68. When claims for credit of time are made on account of a *bona fide* illness, the burden of proving such illness is on the employee.

(b) 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 under the Apprentice Group, below, including employees who actually performed 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 two (2) groups: Industry Group 1 and the Apprentice Group.

Industry Group 1

Industry Group 1 of said Industry Experience Roster shall consist of persons who were in Industry Group 1 of the Industry Experience Roster on July 31, 2021 and those persons who are transferred from the Apprentice Group to Industry Group 1 in accordance with the provisions set forth below.

Apprentice Group

The Apprentice Group shall consist of persons who are employed after August 1, 1988 in the classifications covered by the Agreement and who perform such services hereunder for the Producer in any job classifications covered by this Agreement, for a total thereafter of (1) at least ninety (90) actual workdays, collectively, with more than one Producer engaged in the production of motion pictures in the motion picture industry in Los Angeles County; or (2) thirty (30) or more actual workdays with one such 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. After any such person has actually worked as provided above in any one or more of the job classifications covered by this Agreement, Producer may review the work record of such person and if, in the opinion of the Producer, such person possesses sufficient skill and ability to meet the employment requirements of Producer, Producer may then place the name of such person in the Apprentice Group of said Industry Experience Roster. If such person does not, in the opinion of the Producer, have the required skill and ability, he shall not be added to the said Roster and such employment shall not be recognized as experience in the motion picture industry for any purpose under the terms of this Agreement.

Any person in the Apprentice Group who has over 480 days of work experience, as certified by CSATF, shall be transferred to Industry Group 1 of the Industry Experience Roster.

(c) Layoffs, Calls and Recalls

Seniority and preference of employment shall prevail in layoffs, calls and recalls to work as follows:

Such preference of employment in calling and recalling to work shall be given by Producer in such job classifications to the available qualified persons as follows: in the order listed, employees who are classified in the earliest seniority calendar year shall be called or recalled first; thereafter, the next such preference shall be given to said available, qualified persons who are in Industry Group 1; thereafter, the next such preference shall be given to said available qualified persons in the Apprentice Group. In the event that there are insufficient available qualified persons who are in the respective seniority calendar years or Industry Group 1 or the Apprentice Group to meet the employment requirements of the Producer, then Producer may secure employees from any source.

In the event of layoffs in such job classifications, the Producer shall lay off employees in the inverse order of seniority calendar years as follows: First, all such non-industry group employees shall be laid off; then, next, such employees who are in the Apprentice Group; then, next, such employees who are in Industry Group 1; then, lastly, in the order listed, those employees classified in the most recent seniority calendar year 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.

Employees on distant location may be retained out of Seniority or Industry Group status, until the return of the Company to the studio.

In administering such hiring, layoff and rehiring, the Producer, upon giving advance notice to the Local Union, may: (1) call, retain or recall out of the respective Seniority or Industry Experience status an employee because of his special studio experience, skill and qualifications for the duties and/or equipment necessary for operation; or (2) call or recall, and thereafter retain, out of the respective Studio Seniority or Industry Experience Group status, an employee because there are insufficient qualified available persons in the Studio or Industry Experience Rosters, respectively, 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 the respective Studio Seniority or 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, 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 Studio Seniority or out of Industry Experience status, as the case may be, the arbitrator may require Producer to forthwith employ a person in Studio Seniority or Industry Experience Roster status, whichever the case may be. 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 back pay. 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.

Any employee laid off out of Seniority or Industry Experience Roster status under these circumstances shall be the first rehired for his normal employment. Such employees shall be governed by the regular seniority and preference provisions for layoff (including the application of the above exceptions) upon the completion of their special assignment.

Unless otherwise provided in this Agreement, each qualified person in any respective calendar seniority year or Industry Group shall have equal preference of employment with all other qualified persons in that respective seniority calendar year or Industry Experience Group, as the case may be, and Producer shall have complete freedom of selection within such respective seniority year or Industry Group, as the case may be, for the purpose of hiring, layoff and rehiring.

(d) Removal of Person from Producer's Industry Experience Roster and Studio Seniority Roster

(1) A person shall be removed from the Industry Experience Roster and the Studio Seniority Roster for the following reason:

If such person has not been employed within the crafts and classifications of work of such roster under this 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. The Local Union 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 ten (10) 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.

Protests involving removal shall be subject to the same procedure outlined regarding placements, 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.

(2) A person may be removed by the Producer from its Industry Experience Roster and the Studio Seniority 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 (10) 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) Voluntary resignation.

(iii) Refusal to accept work offered by Producer,
unless:

(A) he is currently employed elsewhere in the motion picture industry; or

(B) for any other reason approved by Producer in writing.

(iv) Unauthorized leave of absence.

(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 or private company pension plan; however, the employer may employ such employee as though he had not been removed from such Roster.

(vii) Death.

(viii) A person may be removed from the Studio Seniority Roster only if he is not hired, or laid off and not rehired, under the terms and conditions of this Agreement, within a period of nine (9) consecutive months.

(3) A person on the Producer's Industry Experience Roster who is called for work and 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.

A person on the Industry Experience Roster (or a person on both the Industry Experience Roster and a Studio Seniority Roster) who fails to complete successfully legally-required industry safety courses within six (6) months after placement thereon (except that effective February 13, 2022, online courses must be completed within ninety (90) days after placement), or refresher Safety Pass training and/or harassment prevention training by a date scheduled by CSATF, or a 'hyphenate' driver/laborer (Occ. Code No. 5152) who fails to renew all required forklift certifications within six (6) months after notice by CSATF of the recertification deadline, shall be suspended from the

Industry Experience Roster (and Studio Seniority Roster, if applicable). During the time the person is so suspended from such Roster(s), the Producer is not obligated to call such person. Such person shall be reinstated to his former position on the Roster upon successful completion of said courses and/or training or upon renewal of all required forklift certifications, as applicable.

(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, and must satisfactorily complete the "A" safety training course and the harassment prevention training course through CSATF.

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) Posting

Said Industry Experience Roster as compiled by the Producer shall be posted by the Producer as soon as practical on the bulletin board in the applicable studio departments. A copy of such Roster shall be furnished to the Union and the Union shall post a copy of such Roster on the bulletin board at its designated business office as soon as practical.

Such roster, when posted, shall remain posted for a period of thirty (30) days.

Any objections by the Union or any person affected to the contents of such roster as so posted shall be made, in writing, to the Producer within such thirty (30) days and, if not so made, shall be deemed to be waived.

The said roster shall be revised from time to time as required.

(h) Discharges

Discharges shall not be affected by the seniority provisions of this Agreement.

(i) Superannuation

Employees who have had a seniority status of ten (10) or more years with the Producer and who are unable to fulfill normal working requirements by reason of any infirmity or incapacity may be placed upon a superannuated list for employment by the Producer at wage scales and working conditions for such persons negotiated between the Producer and the Union.

In such cases, employees affected may protest such classification to the Director of Industrial Relations of the Producer or to the Director of Industrial Relations together with any other executive designated by Producer. The decision of management shall be final, and such dispute is not subject to the grievance procedure set forth in Article 7 of this Agreement for the settlement of disputes.

Nothing contained in this section relating to superannuation shall in any manner whatsoever affect or limit the Producer's rights as provided in subparagraph (h) of this Paragraph 68 relating to discharges.

(j) Roster Arbitration Procedure

Disputes regarding the placement of any person on or the 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) CSATF shall notify the Local Union involved of its intention to place a person on the Industry Experience Roster. The Local Union may protest the intended action of CSATF within ten (10) business days by a written notice to CSATF. 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 Local Union 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 Local Union and Producers select Richard Jarrard to act as the impartial arbitrator in all cases submitted to arbitration under this Article. In the event that the impartial arbitrator is unable or unwilling to act, an alternate arbitrator shall be selected by mutual agreement of the Producer(s) and the Local Union.

(4) In an arbitration conducted pursuant to this Article, CSATF shall participate as an administrative witness and a custodian of records. 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 Local Union.

(5) The impartial arbitrator shall hold a hearing within ten (10) business days after receipt of a request from the Local Union 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 Local Union. The written award of the impartial arbitrator shall be final and binding upon the Local Union, 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 Local Union. All other costs and fees shall be borne by the party incurring same.