

72. Vacations

Vacations with pay will be allowed as follows:

(a) Daily Schedule Employees

(1) Vacation pay for a person employed solely under a Daily Schedule shall be computed at the rate of four percent (4%) of total annual earnings for those hours worked at straight time, including hours worked on night premiums at straight time and hours paid as vacation time, during the employee's personal income tax reporting year.

(2) Employees must actually take time off from work for paid vacations in accordance with the following schedule:

For Daily Schedule Employees	
Straight time hours worked in preceding year:	Straight time working days required to be taken off:
1,928.0 and over (inclusive)	10
Between 1,734.4 and 1,927.9 (inclusive)	9
Between 1,540.8 and 1,734.3 (inclusive)	8
Between 1,347.2 and 1,540.7 (inclusive)	7
Between 1,153.6 and 1,347.1 (inclusive)	6
Between 960.0 and 1,153.5 (inclusive)	5
Between 766.4 and 959.9 (inclusive)	4
Between 572.8 and 766.3 (inclusive)	3
Between 379.2 and 572.7 (inclusive)	2
Between 185.6 and 379.1 (inclusive)	1
185.5 and under (inclusive)	0

Employees with 50% Additional Vacation Pay (See (e) below)	
1,888.0 and over (inclusive)	15
Between 1,761.6 and 1,887.9 (inclusive)	14
Between 1,635.2 and 1,761.5 (inclusive)	13
Between 1,508.8 and 1,635.1 (inclusive)	12
Between 1,382.4 and 1,508.7 (inclusive)	11
Between 1,256.0 and 1,382.3 (inclusive)	10
Between 1,129.6 and 1,255.9 (inclusive)	9
Between 1,003.2 and 1,129.5 (inclusive)	8
Between 876.8 and 1,003.1 (inclusive)	7
Between 750.4 and 876.7 (inclusive)	6
Between 624.0 and 750.3 (inclusive)	5
Between 497.6 and 623.9 (inclusive)	4
Between 371.2 and 497.5 (inclusive)	3
Between 244.8 and 371.1 (inclusive)	2
Between 118.4 and 244.7 (inclusive)	1
118.3 and under (inclusive)	0

(b) "On Call" Weekly Employees (including combinations of Weekly and Daily Schedule employment):

*Straight Time Days Worked in Preceding Year	Days of Vacation With Pay in Succeeding Year
Over 200	10 (maximum)
Between 181 and 200	9
Between 161 and 180	8
Between 141 and 160	7
Between 121 and 140	6
Between 101 and 120	5
Between 81 and 100	4
Between 61 and 80	3
Between 41 and 60	2
Between 21 and 40	1
**20 and under	0

*For vacation purposes only, full six-day weekly schedule workweeks on distant location shall be credited as five (5) days worked. In addition, one workday shall be counted for each paid vacation day.

**Employees who are employed less than twenty-one (21) days and who do not qualify for a day's vacation pay under this provision shall be paid vacation pay as follows:

Daily Schedule Employment: 4% of straight time earnings including hours worked on night premiums at straight time.

Weekly Schedule Employment: 4% of guaranteed weekly earnings.

(c) To determine, for vacation purposes, the number of days worked in any work week, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year):

Studio Employment

$\frac{5}{40}$ x Total hours worked at straight time (including hours worked on weekday night premiums) to a maximum of forty (40) hours.

(2) Cumulative Weekly or "On Call" Weekly Employees:

Days worked are equal to the number of weekday minimum calls paid for days other than sixth or seventh days in the employee's workweek, subject to the provisions of Paragraph 72(b)*, above.

(d) To determine, for vacation purposes, the rate at which each vacation day shall be paid, the following formulae shall be used:

(1) Daily Schedule Employees (who also worked under a weekly schedule in the preceding year): One (1) day is equal to eight (8) hours average pay at straight time.

(2) Rates of pay shall be those in effect during the year in which the vacation is earned ("preceding year").

(3) "On Call" Weekly Schedule Employees: One (1) day is equal to pay of one-fifth (1/5) of the weekly rate in effect at start of vacation.

(e) Additional Vacation Provisions

The following additional vacation provisions shall apply to Weekly or Daily Schedule employees who meet the necessary eligibility qualifications:

(1) Eligibility Requirements

Commencing with vacations earned in the year 1979 and payable in the year 1980 and thereafter, eligible employees shall be those employees who actually worked for Producer for eight (8) consecutive "eligible" years, with an aggregate of not less than 1,600 "straight time" days worked with Producer in such eight (8) years.

As used in this provision, the term "year" shall mean the employee's personal income tax earnings year (also hereinafter referred to as "tax year"); the term "eligible year" shall mean a tax year in which the employee worked one hundred (100) or more "straight time" days for Producer;⁸ the term "straight time" days shall be deemed to include the five (5) or six (6) days of employment, as the case may be,

⁸ The term "eligible year" shall be applied in the following manner with respect to calendar year 1988 to take account of the WGA strike: As to calendar year 1988 only, an employee shall be deemed to have an "eligible year" if he has worked at least seven-twelfths (7/12) of the number of days otherwise required under Paragraph 72(c) to attain an eligible year. Thus, any employee who has worked 58 or more "straight time" days for Producer during calendar year 1988 shall be deemed to have an "eligible year" for purposes of the additional vacation provision.

specified under the respective five (5) or six (6) day cumulative weekly schedules.

Any tax year in which the employee actually works less than one hundred (100) "straight time" days for Producer shall be excluded in computing the required eight (8) "eligible" tax years, and the "straight time" days worked in such year shall not be counted in computing the required aggregate of 1,600 "straight time" days to be worked in such eight (8) tax years.

Employees who fail to work more than one hundred (100) "straight time" days for such employer in each of any two (2) consecutive tax years shall, at the end of such second year, be considered new employees hereunder with no previous employment credit with Producer for the purpose of establishing the above eligibility requirements. Provided, however, that in determining such two (2) consecutive years, no year shall be included (and the "straight time" days worked in such year shall not be counted for any eligibility purposes hereunder) in which the employee could not work one hundred (100) "straight time" days for Producer due to either or both of the following:

(i) The period of recorded leaves of absence granted by Producer;

(ii) For the period during which the employee was absent and physically unable to work for Producer solely as a result of an "industrial accident" occurring to such employee while employed by Producer.

(2) Vacation Days and Pay

Commencing with October 26, 1955, such weekly or daily employees who become eligible on or after such date, as above provided, shall, beginning with the date they so become eligible, earn with Producer fifty percent (50%) more in vacation time and money based upon the applicable weekly or daily employee⁹ vacation schedule set forth above; any such employee shall be limited to earning a maximum of only fifteen (15) days vacation per year. Provided, that for the remainder of any such tax year in which such an employee becomes eligible, he shall only earn additional vacation time and money, as above provided, based solely on the "straight time" days he worked for Producer after he so became eligible and within the remaining portion of each year, to be computed separate and apart at the rate of one-half of

⁹ Vacation pay for such employee employed solely under a daily schedule shall be computed at the rate of 6.2762% instead of 4% as set forth in subparagraph (a)(1), above, of this Paragraph 72.

the vacation benefit specified under the above applicable daily or weekly vacation schedule.

(3) Loss of Eligibility

Employees who become eligible, as above provided, but who thereafter either resign from employment with Producer or fail to work for Producer more than one hundred fifty (150) "straight time" days¹⁰ in any one tax year shall, as of the last day of such tax year or, in the case of resignation, the date of such resignation, lose such eligibility and right to earn the additional vacation days and pay above provided; in such event, they shall thereupon be considered new employees hereunder with no previous employment credit with Producer for the purpose of subsequently establishing the above eligibility requirements.

In determining whether any employee loses his eligibility for failure to work for Producer more than one hundred fifty (150) "straight time" days in a tax year, as above provided, no such year shall be counted for this purpose in which the employee could not work at least one hundred fifty-one (151) "straight time" days for Producer due to either or both of the following:

- (i) The period of recorded leaves of absence granted such employee by Producer;
- (ii) The period during which such employee was absent and physically unable to work for Producer solely as a result of an "industrial accident" occurring to him while employed by Producer.

(4) Eligibility Credit

For the purposes of determining "eligible" years and "loss of eligibility" only, as above provided, employees who leave the employ of Producer to perform military service and who remain in the Armed Forces of the United States in accordance with the applicable National Selective Service Act (or other subsequently enacted comparable national legislation then in effect pertaining to such service), shall be credited as having worked for Producer the number of applicable days the employee would normally have been employed by Producer for "straight time" days in each workweek of the period of such service.

¹⁰ For purposes of calendar year 1988, the "more than one hundred fifty (150) 'straight time' days" requirement shall be reduced to "More than eighty-eight (88) 'straight time' days" to take account of the WGA strike.

(f) Daily and Weekly Schedule Employees

(1) Vacations are earned in one personal income tax earnings year and are paid for in the succeeding calendar year.

(2) Vacations shall not be cumulative between calendar years and shall be taken at times approved by the Producer.

(3) Days that would otherwise constitute the sixth or seventh day worked in the employee's workweek and holidays occurring during vacation periods are not counted as days granted.

(4) When any portion of the vacation period is less than a full payroll week, by mutual agreement between the Producer and the employee, the Producer may grant leave of absence without pay for the remaining fractional portion of the payroll week.

(5) Eligible employees who are no longer employed at the beginning of the calendar year in which their vacation pay for the preceding year is payable may obtain such vacation pay at any time subsequent to March 15 by notifying the Producer of their desire to obtain such vacation pay. Such notice shall set forth a date on or subsequent to the date of notice for the commencement of the period to which such vacation pay shall apply. The designation of such commencement date shall be at the sole discretion of such employees, and the Producer agrees to pay such employees the vacation pay due on or prior to such commencement date, but in no event shall the Producer be obligated to make such payment prior to March 15.

(6) In the event of a layoff, an employee eligible for vacation shall not be required to take vacation at time of layoff.

(7) Each eligible employee shall, if he so desires, submit to his department head, prior to June 1st, three (3) vacation dates in the order of his preference. In the event that none of the three (3) preferential dates is granted, the department head may establish date of vacation if conditions permit. However, he shall give any such employee not less than one week's notice as to date of vacation unless, upon the request of the employee, it is otherwise mutually agreed. Employees who do not submit preferential dates shall receive vacations on dates subject to the discretion of the department head.

(8) Producer shall pay an eligible employee his vacation pay check not later than noon of the pay day preceding the commencement day of his vacation, provided the employee has made a request to Producer for such vacation check at least one week prior to such pay day preceding the commencement of such vacation.

(9) If a successor company buys out Producer and continues the operation of Producer's studio, and if the buying company continues the employment at the studio of an employee of Producer, such employee shall retain with the buying company his appropriate vacation pay experience credit accrued with the selling company. If such employee is not so continued in employment by the buying company, then only Producer is responsible for any vacation pay due the employee at the time of his termination. If such employee is offered employment by the buying company, but elects not to continue his employment with the buying company, he shall be entitled to his accrued vacation pay from Producer.

(10) Presentation of Claim for Vacation Pay

(i) Producers that currently pay for vacations on a weekly basis shall continue to adhere to their existing practice. Producers that currently pay for vacations pursuant to subparagraph (ii) below may instead elect on a production-by-production basis to pay on a weekly basis.

(ii) Producers that currently make vacation payments at the end of the calendar year shall elect one of the following procedures for employees on layoff and for employees on payroll:

(A) With respect to employees on layoff:

(1) On or after March 15 of the year following the calendar year in which vacation pay was earned, the Producer shall either:

(a) mail or deliver to such employee his vacation pay; or

(b) notify each such employee that he should claim his vacation pay pursuant to the provisions of this Agreement.

(2) In the event the Producer mails the employee's vacation paycheck and it is returned or if the employee fails, within thirty (30) days following the date of mailing of the notice referred to in subparagraph (ii)(A)(1)(b) above, to claim his vacation pay, the Producer shall notify the Union of the names of those employees who have not claimed vacation pay. In the case of employees whose checks were returned, the Producer shall also forward the returned check(s) to the Union.

(3) The Union shall endeavor to locate any employee who has not claimed his vacation pay. If it does so, it shall

forward to the employee his check or otherwise advise the employee of the department of the Producer to contact to claim such pay.

(4) If the Union is unable, within thirty (30) days following its receipt of the notice referred to in subparagraph (ii)(A)(2) above, to locate such employee(s), the Union shall so advise the Producer and return any unclaimed check(s) to the Producer.

(5) On or about March 15 of the second calendar year following the year in which vacation pay was earned ("the second calendar year"), employees who have not claimed their vacation pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Union a list showing the names of those employees who have not claimed vacation pay and the amount of vacation pay due to each, together with a notice that unless claimed by July 15, such vacation pay will be sent to the Motion Picture Industry Pension Plan.

(6) On or about July 15 of the second calendar year, unclaimed vacation pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and the Union's obligations hereunder to the employee with respect to the payment of vacation pay.

(B) With respect to employees on payroll:

(1) On or after March 15 of the year following the calendar year in which vacation pay was earned, the Producer shall either:

(a) mail or deliver to such employee his vacation pay; or

(b) notify each such employee that he should request vacation pay pursuant to the provisions of this Agreement and schedule his vacation according to this Agreement.

(2) In the event the employee fails to request such vacation pay and/or to schedule his vacation within thirty (30) days after the date of mailing of the notice referred to in subparagraph (ii)(B)(1)(b) above, the Producer shall notify the Union of the names of those employees who have not claimed such pay.

(3) The Union shall, within thirty (30) days after receipt of the notice referred to in subparagraph (ii)(B)(2)

above, endeavor to notify the employee and advise him to schedule his vacation.

(4) On or about March 15 of the second calendar year, employees who have not claimed their vacation pay will be notified that unless claimed by July 15 of that year, such pay will be sent to the Motion Picture Industry Pension Plan. On or about May 15 of the second calendar year, Producer will furnish to the Union a list showing the names of those employees who have not claimed vacation pay and the amount of vacation pay due to each, together with a notice that unless claimed by July 15, such vacation pay will be sent to the Motion Picture Industry Pension Plan.

(5) On or about July 15 of the second calendar year, unclaimed vacation pay will be contributed to the Motion Picture Industry Pension Plan and credited to the appropriate employee pension plan account. Money so contributed shall not be returned to the employee and shall fully discharge the Producer's and Union's obligations hereunder with respect to the payment of vacation pay.

(iii) New signatory Producers shall adhere to the practice of paying vacation pay currently on a weekly basis unless other arrangements are made by them with the Union.