

ARTICLE 2

DISPUTES

2-101 DISPUTES

In the event of any dispute concerning the interpretation, application, or breach of any aspect of the Agreement that relates to Guild-represented Employees which may arise between the Guild and the Producer, or between a Guild-represented Employee and the Producer, the parties agree to meet within a reasonable period to discuss the dispute and to attempt to reach, in good faith, a mutually satisfactory resolution. If the parties cannot reach agreement, or if any party refuses to meet within a reasonable period of time, not to exceed fifteen (15) days from the date of written notice of the dispute to the Producer, either party may proceed to arbitration under the voluntary arbitration rules of the American Arbitration Association.

2-102 LIQUIDATED DAMAGES

In the event an Employer fails to comply with the staffing requirements of this Agreement, he shall be liable to the Guild for liquidated damages. Recognizing the difficulty of ascertaining amounts properly payable for failure to adhere to said staffing requirements, liquidated damages for any breach thereof shall be equal to triple the amount that proper staffing would have actually cost the Employer (i.e., Pension, Health, Trainee Trust, Travel, etc.). In addition to the foregoing, the Guild reserves all other legal and equitable remedies.

2-103 NON-PAYMENT

(A) Notwithstanding any other provision of this Agreement to the contrary, if the Producer fails for five (5) days, after notice to the Producer, to pay in full any wages due to the Employees covered by this Agreement, any monies due to the Guild, or any payments due to the DGA-Producer Pension and Health Plans (collectively “the Plans”) as provided, the Guild may immediately direct the Employees to discontinue work until all sums due have been paid in full and/or may immediately institute action at law or equity, or before an administrative tribunal, to obtain payment of such sums. In any action brought either for arbitration or in a court of law, the claims arising out of non-payment shall include all costs and expenses of the proceedings, including reasonable counsel fees. These rights shall be in addition to all other remedies available to the Guild.

- (B) In the event of any breach of this Agreement by the Producer (including any non-payment by the Producer of sums due any Employee for wages, holiday or vacation pay, or otherwise) the Guild in its own name shall be a proper party in interest to enforce compliance by the Producer with this Agreement on the Guild's own behalf and on behalf of any affected Employees without further assignments or authorizations from them.

2-104

ACCESS AND EXAMINATION OF BOOKS AND RECORDS

- (A) The Employer shall assure that duly authorized Guild representatives have reasonable access to the Employer's premises, whether rented, leased or owned to assure compliance with this Agreement.
- (B) The Producer shall make available copies of all payroll records pertaining to the bargaining unit, such as canceled payroll checks, stubs, job reports, crew sheets, time cards, tax forms filed by the Producer, records of cash disbursements and all other related pertinent records. The Producer's auditors may, at the request of the Producer, be present during such examination.