

ARTICLE 10

Minimum Salaries and Working Conditions of Directors Employed on "Free TV Pictures"

10-101 Minimum Salaries

The minimum salaries and working conditions of employment set forth in the following schedules and footnotes shall apply to Directors employed in the making of "free" television films:

Network Prime Time Shows*				
Length	7/1/08	7/1/09	7/1/10	**Guaranteed Days (Shooting/Prep)** ****
½ hour	\$21,791	\$22,445	\$23,118	7 (4/3)
1 hour	37,005	38,115	39,258	15 (8/7)
1½ hours	61,675	63,525	65,431	25 (13/12)
2 hours	103,611	106,719	109,921	42 (27/15)

The rate applicable to all such services shall be that in effect on the starting date of employment.

For a double length episode of an episodic series or serial, Director may be employed at two hundred percent (200%) of minimum and two hundred percent (200%) of the guaranteed days appearing in the schedule above. For Network Prime Time programs in excess of two (2) hours, the minimum and guaranteed days shall be computed at the two (2) hour rate plus *pro rata* of the one (1) hour schedule and the additional days may be allocated between shooting and preparation time at Employer's discretion. For other than Network Prime Time programs, the following schedule shall apply, but in the event of the production of programs in excess of two (2) hours, minimum and guaranteed days shall be computed *pro rata*.

Non-Network or Network Non-Prime Time Shows*				
Type of Employment/ Length of Film	7/1/08	7/1/09	7/1/10	**Guaranteed Days (Shooting/Prep)*** ****
Term Contract 20 out of 26 weeks or multiples thereof	\$7,760 weekly	\$8,032 weekly	\$8,313 weekly	No Guarantee
Trailers and Promos	\$7,760 weekly or \$1,940 daily	\$8,032 weekly or \$2,008 daily	\$8,313 weekly or \$2,078 daily	Section 10-110
7 Minutes and under	\$1,940	\$2,008	\$2,078	1 day (for each additional film on such day - \$1,769, increased to \$1,831 effective July 1, 2009 and increased to \$1,895 effective July 1, 2010,)

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Non-Network or Network Non-Prime Time Shows*				
Type of Employment/ Length of Film	7/1/08	7/1/09	7/1/10	**Guaranteed Days (Shooting/Prep)*** *****
8-15 Minutes	\$9,324	\$9,650	\$9,988	6 days (3/3). May do two (2) films during guaranteed period without additional pay. For third and each subsequent film, an additional three (3) days' <i>pro rata</i> compensation, for which Employer shall be entitled to an additional three (3) consecutive days per film.
16-30 Minutes	\$9,324	\$9,650	\$9,988	6 days (3/3)
1 Hour	\$18,640	\$19,292	\$19,967	12 days (6/6)
90 Minutes	\$27,968	\$28,947	\$29,960	18 days (9/9)
91-120 Minutes	\$38,939	\$40,302	\$41,713	24 days (12/12)

Second Unit *****

The rate applicable to all such services shall be that in effect on the starting date of employment.

The daily pro rata salary shall be computed by dividing the minimum guarantee per show by the number of days guaranteed for such show.

The weekly salary shall be computed by multiplying the applicable daily *pro rata* salary by five (5) days.

The salary for daily employment, where permissible, shall be one-fourth (1/4) of such weekly salary.

Directors employed under term contract who, during such term, direct a Network Prime Time show(s) shall be adjusted to the Network Prime Time Show rate for the period of time spent in directing such show(s); provided, however, that Employer shall be entitled to offset against such adjustment all compensation paid under such term contract for the period of time the Director is not assigned to direct any motion picture hereunder.

The rates for "Network Prime Time Shows" shall be applicable to all television motion pictures hereunder, the network initial broadcast of which either begins or ends in prime time. There shall be excepted from the foregoing a television motion picture scheduled for non-Prime Time Network broadcast which appears all or in part in network prime time due to last minute rescheduling beyond the control of the network, such as national emergency or disaster.

If a television motion picture originally produced for non-Prime Time Network broadcast is initially broadcast on non-Network Prime Time and is then broadcast in Network Prime Time as aforesaid, either for its first or second rerun, the Director's salary shall be adjusted to the applicable Network Prime Time show rate. There shall be no such salary adjustment if such picture is first broadcast in Network Prime Time in its third or any subsequent rerun.

If a television motion picture is produced for non-Prime Time Network broadcast under a budget equivalent to that of a similar type of television motion picture produced within the last three years for Network Prime Time broadcast, the Director's salary shall be paid at the applicable Network Prime Time show rate.

* The pro rata minimum weekly salary shall be based on the one-hour show rate. (See Paragraph 10-102, "Compensation for Fractional Week," below.)

** Guaranteed Period of Employment. In the event of a change or substitution of a Director for reasons other than the incapacity of the

Director, the substituting Director shall only be guaranteed the unexpired portion of the previous Director's guarantee, at not less than double minimum compensation for the work performed. However, there shall be no compounding of premium pay to such substituting Director for work performed on a holiday or for the sixth or seventh day worked in the Director's workweek.

In the event that a Director is replaced by reason of his or her own incapacity, the substituting Director shall only be guaranteed the greater of the number of guaranteed shooting days remaining under Paragraph 10-101 or the number of days actually remaining on the shooting schedule at the time such substituting Director begins the assignment. In addition, the substituting Director shall be guaranteed payment for prep time as follows: the guaranteed prep time shall bear the same relation to the number of days remaining on the shooting schedule at the time the substituting Director begins the assignment as the maximum preparation days provided in Paragraph 10-101 for a motion picture of that type bears to the maximum number of shooting days provided in Paragraph 10-101 for a motion picture of that type.

*** *Sixth and seventh days worked in the Director's workweek apply against guarantee.* Additional pay for the sixth day worked in the Director's workweek in the studio and for the seventh day worked in the Director's workweek and holidays worked shall be in accordance with Paragraph 4-107 above. Work on such days shall be defined, and counted as such, only when photographing is in progress under the supervision of the Director, or when the Director travels or prepares pursuant to the Employer's written instructions and direction.

**** *Guaranteed Days (Shooting/Prep) Time.* Total guaranteed days shown are the maximum allowed for the applicable rate. The first number in the parenthesis indicates the maximum number of shooting days allowed within the total number of guaranteed days.

***** *Second Unit Directors* will be compensated at the weekly rate applicable to the program for which he or she is employed (including programs defined in Paragraph 10-103), or on a daily basis at one-fourth (1/4) the applicable weekly rate for each day so employed.

Preparation time shall be determined in accordance with Paragraph 4-102 of this BA.

10-102 Compensation for Fractional Week

In computing compensation to be paid any freelance Director employed on a weekly basis for any period less than a week following the guaranteed period of employment, the weekly salary shall be prorated and for this purpose, the rate per day shall be one-fifth (1/5) of the Director's weekly rate.

10-103 Pilot and Spinoff Films

- (a) In connection with pilots or spinoff episodes for Network Prime Time, the Director shall be paid the following compensation and receive the following guarantees:

Length	7/1/08	7/1/09	7/1/10	Maximum Guaranteed
½ hour	\$ 61,675	\$ 63,525	\$ 65,431	14
1 hour	82,231	84,698	87,239	24
1½ hours	102,783	105,866	109,042	34
2 hours	143,902	148,219	152,666	50

For each additional hour over two (2) hours, the applicable Network Prime Time minimum rate, based on the hour rate or fractions thereof, will be payable.

Days in excess of maximum will be prorated to actual salary but in no event at a rate of less than \$2,581 (\$2,658 effective July 1, 2009 and \$2,738 effective July 1, 2010) per day.

For non-network or network other than prime time pilots and spinoffs, the applicable amount will be sixty percent (60%) of the applicable Network Prime Time amount as follows:

Length	7/1/08	7/1/09	7/1/10
½ hour	\$37,005	\$38,115	\$39,259
1 hour	49,339	50,819	52,343
1½ hours	61,670	63,520	65,425
2 hours	86,341	88,931	91,600

- (b) De Facto Pilot If a television series is produced based upon characters in a television program not originally intended as a pilot or a spinoff episode, the Director of such program shall be paid the difference between the compensation originally paid to said Director for such program and the applicable pilot fee set forth above. The payment of such difference shall be made promptly after a new series containing such new characters is ordered. Only one (1) such payment shall be made for any new series. The Guild will determine allocation if there is more than one (1) Director entitled to the payment.

When a theatrical motion picture is used as a pilot for the sale of a television series (when no actual television pilot is produced), the Director of such theatrical motion picture, upon receipt by the Employer of the firm written license order for such series, is entitled to additional compensation as above set forth. If more than one theatrical motion picture is involved, only the Director of the first theatrical motion picture shall be so entitled. This provision shall not apply when such Director is paid the minimum theatrical rate plus double the minimum television rate for the actual series length. If the Director was paid in excess of theatrical minimum but less than the theatrical plus double such minimum television rate, then he or she shall be paid the difference between the amount set forth and the amount actually paid.

- (c) Series Without Pilot In connection with the first produced film of an open-ended series which is ordered without a pilot, minimum shall be one hundred fifty percent (150%) of scale.
- (d) Series Bonus If an open-ended series is sold subsequent to the production of a pilot film in any of the forms above, or if such series is based on a theatrical motion picture, then the Director of the spinoff or pilot or of the film introducing the character(s) shall be entitled to an additional aggregate series bonus payment for each production year as follows:

	7/1/08	7/1/09	7/1/10
½ hour	\$3,188	\$3,300	\$3,416
1 hour	6,374	6,597	6,828
90 minutes or longer	8,498	8,795	9,103

Payment is to be made within five (5) days after firm order for production.

Only one (1) set of series bonus payments pursuant to this subparagraph (d) need be made in connection with any one (1) series and, in case of a dispute between two (2) Directors who might be entitled to those payments, the Guild will determine the allocation.

- (e) Presentations The following applies to prime time dramatic television programs:

It is agreed that "presentation programs" are not pilots.

A "presentation program" is a program shot on film, not more than thirty (30) minutes in length, produced for the purpose of selling a proposed series, but not intended for broadcast.

The minimum rate for the director of a "presentation program" is as follows:

	7/1/08	7/1/09	7/1/10	Maximum Guaranteed Days
0-15 minutes	\$22,229	\$23,007	\$23,812	10 days, of which 4 must be consecutive
16-30 minutes	\$44,463 (or the applicable pilot fee, if less, but in no event less than \$22,229)	\$46,019 (or the applicable pilot fee, if less, but in no event less than \$23,007)	\$47,630 (or the applicable pilot fee, if less, but in no event less than \$23,812)	14 days, of which 6 must be consecutive

The Director of a "presentation program" shall receive additional compensation so that his or her initial compensation is not less than the minimum pilot rate, based on the length of the presentation, (1) if the "presentation program" leads directly to the sale of the series (*i.e.*, there is no subsequent presentation or pilot produced); (2) if footage in excess of two (2) minutes (not including "stock shots" or establishing shots) from the "presentation program" is used in a subsequent presentation or pilot program which does sell the series; or (3) more than ten (10) minutes of footage from the presentation is used in any episode of the series. If two (2) minutes or less of footage from the presentation (not including "stock shots" or establishing shots) is used in a subsequent pilot or presentation or if less than ten (10) minutes is used in any other program, the applicable excerpt fee must be paid to the Director of the presentation from which the footage or excerpt is taken.

- (f) Workshops The parties reserve their respective positions with regard to "workshops."

10-104 Interchange of Assignment – Theatrical – Television

With respect to Directors, there may be complete interchange of assignment between production of theatrical films and television films. Whenever such interchange takes place, such Director shall receive not less than the respective minimum pay and working conditions pertaining to theatrical motion pictures or television motion pictures, whichever is applicable to the assignment on which the Director is employed at the time in question.

10-105 Other Provisions

For the provisions relating to "Travel," "Compensation on Recall for Particular Services" (however, the weekly rate shall be prorated in the manner provided in Paragraph 10-102, entitled "Compensation for Fractional Week"), "Holidays, Sixth and Seventh Days Worked in the Director's Workweek," "Deal Memorandum," "Personal Services Agreement," and "Prohibition Against Credits and Offsets," see Paragraphs 4-104, 4-105, 4-107, and 4-108 through 4-110, respectively. For "Directors' Minimum Conditions -- Preparation, Production and Post-Production," see Article 7.

10-106 Daily Employment

No Director shall be employed on a daily basis except in case of second units, trailers, promos, lead-ins, government, industrial, educational motion pictures, and talent tests, the type of services described in Paragraph 4-105, changes in photoplay, pictures seven (7) minutes or less in length, bridging or shooting added scenes for television films for theatrical release or bridging or shooting added scenes for theatrical motion pictures for television release. In each such case, the Director may be employed on a daily basis.

10-107 Adjustment of Term Directors

Directors employed under term contract who, during such term, direct a Network Prime Time show(s) shall be adjusted to the Network Prime Time show rate for the period of time spent in directing such show(s); provided, however, that Employer shall be entitled to offset against such adjustment all compensation paid under such term contract for the period of time the Director is not assigned to direct any motion picture hereunder.

10-108 Preparation Allowance Time

With respect to a single television picture for which preparation time is allowed by the Employer, it shall be allowed before principal photography and the Director shall receive full salary for all days the Director is engaged in preparation at the Employer's direction. Once principal photography commences, shooting days shall be consecutive.

Except as specifically prohibited below, all preparation shall apply toward fulfillment of Employer's obligation on a Director's "guaranteed employment period." With respect to a single television picture, only preparation days which are consecutive with shooting days shall be applied against Employer's obligations for the guaranteed employment period, except: (a) for 8-15 minute and 16-30 minute television films, one (1) non-consecutive day, subject to the Director's availability, prior to commencement of consecutive employment may be applied against Employer's obligation for the guaranteed employment period; (b) for 31-60 minute television films, two (2) such non-consecutive days, subject to the Director's availability, may be so applied. The parties agree that the DGA will continue to give good faith consideration to granting waivers on a case-by-case basis to expand the number of non-consecutive prep days for one-hour pilots and one-hour series from two (2) to three (3).

The parties further agree that the DGA will not unreasonably deny waiver requests for the payment of intervening days under this provision when exigencies of production do not permit principal photography to be completed within the intended schedule. In no

event shall an Employer be obligated to pay more than five (5) intervening days under this provision.

Notwithstanding the foregoing, if an Employer, because of the Christmas/New Year's holidays, schedules a hiatus in production of an episodic series or serial, the Director's work on an episode of the series or serial may be suspended during the hiatus, even though the Director has not completed his or her work in preparation or shooting of the episode. This suspension of pay is conditioned on all of the following:

- (a) the hiatus is not longer than two (2) weeks;
- (b) the Director must be notified at the time of engagement; and
- (c) Christmas Day and/or New Year's Day (to the extent that one or both fall within the hiatus period) must be treated as holidays not worked under Paragraphs 4-107 and 10-105.

10-109 Order of Shooting or Preparation of Consecutive Films at Employer's Discretion

When a Director has been employed for the making of two (2) or more television films consecutively and Employer has complied with the applicable guarantees as set forth in Paragraph 10-101 above, then Employer may require such Director to work on more than one (1) film during any period of his or her employment; the order of shooting, rehearsal, cutting and preparation being at the Employer's discretion.

Employer may cumulate both payments and time on a multi-part closed-end (mini) series and continuing story on any series as well as continuous employment on two (2) episodes of one (1) or more open-end series.

10-110 Trailers and Promos

- (a) Trailers and promos are divided into two classes: (1) integrated and (2) all others. An "integrated trailer or promo" is one designed to be shown only with the entertainment film or films of the series directed in whole or in part by the Director during his or her term of employment.

Integrated trailers and/or promos may be made without extra pay to the Director on any shooting day, or on any additional shooting day for which the Director is paid an additional day's compensation.

Other trailers and promos may be made without limitation or restriction on the kind or number of such, provided the Director is specifically employed by the week, by the day, or under a term contract, under the terms of the applicable minimum salary schedule set forth in Paragraph 10-101 above.

- (b) If a term Director is on salary for any purpose, trailers and promos may be made by such Director on any day during the period he or she is on salary, without extra pay to the Director.
- (c) In the event a Director is called specifically and only for the purpose of making trailers and/or promos, the Director shall receive the minimum salary (daily, weekly or term) provided for in the applicable minimum salary schedule in Paragraph 10-101 above, prorated on the basis of the applicable one hour rate.
- (d) There shall be no limitation on the number of trailers and/or promos a Director may shoot in a day.
- (e) If a Director is called specifically and only to do trailers, and/or promos, one day of preparation time shall be provided regardless of the length of employment or number of shooting days; provided, however, if the Director is called for a single day's employment, and the shooting of trailers and/or promos takes five (5) hours or less, then the preparation requirement

shall be included in the same day and only one (1) day's compensation shall be paid.

- (f) The inclusion of trailers or promos herein is not intended to change the present practice of making trailers or promos.

10-111 Options -- Notice to Director

Whenever the Employer exercises an option for an additional term under a term contract, the Director shall be given at least thirty (30) days' advance written notice.

10-112 Multiple Picture Commitments

Commitments for a Director to direct more than ten (10) one-half or five (5) one-hour films within any consecutive twenty-six (26) week period will not be permitted without the written consent of the Guild unless the Director's salary for the total number of films involved is at least \$108,283 (\$112,073 effective July 1, 2009 and \$115,996 effective July 1, 2010). Any multiple picture commitment entered into prior to January 1, 1978 is governed by the 1973 BA.

10-113 Director Rest Period

In connection with television productions, in the event the time elapsing between company wrap on one day and the time the Director is required to be on the set on the following day or the call of the Director of Photography on the following day, whichever is later, is less than eleven (11) hours, then Employer shall make a contribution to the Directors Guild of America Educational and Benevolent Foundation in the sum of \$750 for each such incursion into the rest period of the Director, but no payment shall be due hereunder unless payment for forced call is in fact made to the Director of Photography of the picture.

10-114 Subcommittee for Long-Form Television Motion Pictures

A subcommittee shall be established to discuss issues related to the production of long-form television motion pictures, including the allocation between prep and shooting days.

10-115 Director Residency

Notwithstanding anything to the contrary in this Agreement, the following shall apply to television Directors for purposes of establishing where the Director may be employed as a “local hire.” The Director shall designate the production center in which he/she wishes to be employed as a “local hire” in accordance with the rules and procedures currently followed by the Guild. In addition, the Guild, upon request of the Employer, shall grant an automatic and unconditional waiver to each Los Angeles-based episodic series to employ up to four Directors per season whose designated production center is not Los Angeles and to treat those Directors as “local hires.” However, each such episodic series may hire the same Director for only one episode per season as a “local hire.” The Guild will provide, upon the Employer’s request, a list of “local hires” for each production center.