

ARTICLE 6.

BASIC MINIMUM COMPENSATION AND CONDITIONS FOR DIRECTORS

SECTION A. DRAMATIC PROGRAMS

1. Network Prime Time

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$15,332	\$15,600	\$15,873	4 days
16 - 30 Minutes	23,580	23,993	24,413	7, 1 day of which need not be consecutive
31 - 60 Minutes	40,043	40,744	41,557	15, 2 days of which need not be consecutive
61 - 90 Minutes	66,740	67,908	69,096	25, 4 days of which need not be consecutive
91 - 120 Minutes	112,119	114,081	116,077	42, 7 days of which need not be consecutive

[†] The Guild elected to divert to the DGA-Producer Health Plan one-quarter percent (.25%) from the salary and residual base increases for the second year of this Agreement. As a result, the Health Plan contribution rate increased by one-quarter percent (.25%) to 10.25% effective July 1, 2012, and the salary and residual bases for the period of July 1, 2012 through June 30, 2013 increased by one and three-quarters percent (1.75%).

^{††} The Guild elected to divert to the DGA-Producer Health Plan one-quarter percent (.25%) from the salary and residual base increases for the third year of this Agreement. As a result, the Health Plan contribution rate increased by one-quarter percent (.25%) to 10.50% effective July 1, 2013, and the salary and residual bases for the period of July 1, 2013 through June 30, 2014 increased by one and three-quarters percent (1.75%).

For programs in excess of two (2) hours, the minimum and included days shall be computed at the two (2) hour rate plus a proration of the one (1) hour schedule for any such time in excess of two (2) hours.

2. Non-Network or Network Non-Prime Time - High Budget

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$ 5,091	\$ 5,180	\$ 5,271	3 days
16 - 30 Minutes	9,692	9,862	10,035	6, 1 day of which need not be consecutive
31 - 60 Minutes	17,819	18,131	18,448	12, 2 days of which need not be consecutive
61 - 90 Minutes	28,480	28,978	29,485	24, 4 days of which need not be consecutive
91 - 120 Minutes	34,273	34,873	35,483	24, 5 days of which need not be consecutive

3. Non-Network or Network Non-Prime Time - Low Budget

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$2,535	\$2,579	\$2,624	2
16 - 30 Minutes	4,357	4,433	4,511	4
31 - 60 Minutes	5,050	5,138	5,228	5
61 - 90 Minutes	6,420	6,532	6,646	6
91 - 120 Minutes	7,719	7,854	7,991	7

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

For programs in excess of two (2) hours, the minimum and included days shall be computed at the two (2) hour rate plus a proration of the one (1) hour schedule for any such time in excess of two (2) hours.

SECTION B. VARIETY PROGRAMS

(This category shall include specials such as beauty pageants and awards programs. This category shall also include parades for which broadcast rights are purchased and which include variety acts employed by and staged by the Company. Other parades shall be classified as "All Other." The rates below shall also apply to the overall Director of "reality-type" programs of the type of "*Real People*" and "*That's Incredible*.")

1. Network Prime Time

(a) Network Prime Time Series

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$ 5,447	\$ 5,542	\$ 5,639	3 days
16 - 30 Minutes	8,369	8,515	8,664	5, 1 day of which need not be consecutive
31 - 60 Minutes	14,510	14,764	15,022	9 days, 2 of which need not be consecutive
61 - 90 Minutes	29,027	29,535	30,052	18, 4 of which need not be consecutive
Over 90 Minutes	33,495	34,081	34,677	24 days, 5 of which need not be consecutive

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

- (b) Network Prime Time Variety Specials (This category shall not include programs in the "in-concert" format unless the program contains production elements that are generally associated with prime time variety programs.)

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 30 Minutes	\$18,994	\$19,326	\$19,664	10 days, 2 of which need not be consecutive
31 - 60 Minutes	32,250	32,814	33,388	18 days, 4 of which need not be consecutive
61 - 90 Minutes	53,748	54,689	55,646	36 days, 8 of which need not be consecutive
Over 90 Minutes	77,786	79,147	80,532	48 days, 10 of which need not be consecutive

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

2. Non-Network or Non-Prime Time - High Budget

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$3,583	\$3,646	\$3,710	3 days
16 - 30 Minutes	5,496	5,592	5,690	6, 1 day of which need not be consecutive
31 - 60 Minutes	7,943	8,082	8,223	9, 2 days of which need not be consecutive
61 - 90 Minutes	10,393	10,575	10,760	14, 4 of which need not be consecutive
Over 90 Minutes	14,687	14,944	15,206	18, 5 days of which need not be consecutive

3. Non-Network or Non-Prime Time - Low Budget

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$2,535	\$2,579	\$2,624	2
16 - 30 Minutes	3,894	3,962	4,031	4
31 - 60 Minutes	5,050	5,138	5,228	5
61 - 90 Minutes	6,420	6,532	6,646	6
Over 90 Minutes	7,719	7,854	7,991	7

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

4. Segments

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
Segments less than five (5) minutes in length by an additional Director	\$1,947	\$1,981	\$2,016	1 day

SECTION C. QUIZ AND GAME PROGRAMS

1. Network Prime Time

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$2,789	\$2,838	\$2,888	2 days
16 - 30 Minutes	4,279	4,354	4,430	3 days
31 - 60 Minutes	5,519	5,616	5,714	4 days
61 - 90 Minutes	6,356	6,467	6,580	5 days

2. Non-Network Prime Time

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$2,652	\$2,698	\$2,745	2 days
16 - 30 Minutes	4,079	4,150	4,223	3 days
31 - 60 Minutes	5,266	5,358	5,452	4 days
61 - 90 Minutes	6,052	6,158	6,266	5 days

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

SECTION D. STRIP PROGRAMS

1. Dramatic - Non-Network and Network Non-Prime Time - Per Show

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$1,513	\$1,539	\$1,566	1 day
16 - 30 Minutes	2,325	2,366	2,407	2 days
31 - 60 Minutes	4,052	4,123	4,195	3 days

2. Variety - 5 Per Week

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$4,260	\$4,335	\$4,411	3 days
16 - 30 Minutes	6,559	6,674	6,791	6 days
31 - 60 Minutes	8,155	8,298	8,443	7 days
Over 60 Minutes	9,623	9,791	9,962	8 days

- (a) The minimum fee for a replacement Director will be one-fourth ($\frac{1}{4}$) of the applicable five-times-a-week fee.
- (b) A Director who is employed on a strip variety program on a basis other than five (5) times per week shall receive the applicable minimum compensation computed as a percentage of the applicable minimum compensation for programs broadcast five (5) times per week, according to the following schedule:

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

Number of Programs	Applicable Percentage
1 time per week	40%
2 times per week	60%
3 times per week	75%
4 times per week	85%
6 times per week	120%
7 times per week	140%

- (c) The foregoing rates in this section D.2. apply to the overall director of a reality-type program of the type of “*Real People*” or “*That’s Incredible*,” when produced on a strip basis.

3. Quiz and Game - 5 per Week

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0 - 15 Minutes	\$4,170	\$4,243	\$4,317	3 days
16 - 30 Minutes	6,420	6,532	6,646	6 days
31 - 60 Minutes	7,581	7,714	7,849	7 days
Over 60 Minutes	8,744	8,897	9,053	8 days

- (a) The minimum fee for a replacement Director will be one-fourth ($\frac{1}{4}$) of the applicable five-times-a-week fee.
- (b) A Director who is employed on a strip quiz and game program on a basis other than five (5) times per week shall receive the applicable minimum compensation computed as a percentage of the applicable minimum compensation for programs broadcast five (5) times per week, according to the following schedule:

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

Number of Programs	Applicable Percentage
1 time per week	40%
2 times per week	60%
3 times per week	75%
4 times per week	85%
6 times per week	120%
7 times per week	140%

SECTION E. ALL OTHER PROGRAMS

1 Per Week	2 Per Week	3 Per Week	4 Per Week	5 Per Week	6 Per Week	7 Per Week
---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------

1. 5 Minutes or less

7/1/11	\$ 667	\$ 1,062	\$ 1,284	\$1,466	\$1,616	\$1,724	\$1,843
7/1/12[†]	679	1,081	1,306	1,492	1,644	1,754	1,875
7/1/13^{††}	691	1,100	1,329	1,518	1,673	1,785	1,908

2. Over 5 Minutes to 10 Minutes

7/1/11	\$1,007	\$1,343	\$1,682	\$2,002	\$2,292	\$2,510	\$2,737
7/1/12[†]	1,025	1,367	1,711	2,037	2,332	2,554	2,785
7/1/13^{††}	1,043	1,391	1,741	2,073	2,373	2,599	2,834

3. Over 10 Minutes to 15 Minutes

7/1/11	\$1,399	\$2,113	\$2,679	\$3,362	\$3,921	\$4,197	\$4,457
7/1/12[†]	1,423	2,150	2,726	3,421	3,990	4,270	4,535
7/1/13^{††}	1,448	2,188	2,774	3,481	4,060	4,345	4,614

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

1 Per Week	2 Per Week	3 Per Week	4 Per Week	5 Per Week	6 Per Week	7 Per Week
---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------

4. Over 15 Minutes to 30 Minutes

7/1/11	\$3,362	\$4,464	\$5,021	\$5,743	\$6,420	\$6,967	\$7,521
7/1/12[†]	3,421	4,542	5,109	5,844	6,532	7,089	7,653
7/1/13^{††}	3,481	4,621	5,198	5,946	6,646	7,213	7,787

5. Over 30 Minutes to 45 Minutes

7/1/11	\$3,633	\$4,742	\$5,576	\$6,313	\$6,989	\$7,535	\$8,104
7/1/12[†]	3,697	4,825	5,674	6,423	7,111	7,667	8,246
7/1/13^{††}	3,762	4,909	5,773	6,535	7,235	7,801	8,390

6. Over 45 Minutes to 60 Minutes

7/1/11	\$4,529	\$5,382	\$6,229	\$6,960	\$7,635	\$8,196	\$8,760
7/1/12[†]	4,608	5,476	6,338	7,082	7,769	8,339	8,913
7/1/13^{††}	4,689	5,572	6,449	7,206	7,905	8,485	9,069

7. Over 60 Minutes: Applicable hour rate plus rate for each additional half-hour:

7/1/11	\$1,164	\$ 928	\$1,207	\$1,211	\$1,220	\$1,227	\$1,242
7/1/12[†]	1,184	944	1,228	1,232	1,241	1,248	1,264
7/1/13^{††}	1,205	961	1,249	1,254	1,263	1,270	1,286

8. Minimum Daily Rate

7/1/11	7/1/12[†]	7/1/13^{††}
\$ 972	\$ 989	\$1,006

9. "All Other Programs" in prime time at one hundred fifty percent (150%) of the above schedule.

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

10. The rates in this Section E. shall also be used to compute the rates for Directors of segments of "reality-type" programs of the type of "*Real People*" and "*That's Incredible*."

SECTION F. SPORTS

1. Directors of sports programs shall be paid an "event" rate of \$1,965 (\$1,999[†] effective July 1, 2012 and \$2,034^{††} effective July 1, 2013) per program. In the case of extended events such as the Olympics, each day's coverage shall be treated as a single event. Included days per event: 3.

2. Directors of the following shall be compensated at one hundred fifty percent (150%) of the event rate:

NFL Super Bowl, Rose Bowl, Cotton Bowl, Sugar Bowl, Orange Bowl, World Series, Major League Baseball All-Star Game, NBA Championship Series, NFL Divisional Playoffs, NFL Conference Championships.

3. Directors of all network prime time sporting event programs not covered by paragraph 2. above shall be compensated at one hundred twenty-five percent (125%) of the event rate.

4. An included day shall be considered a day of employment. For purposes of this Section, "days of employment" shall be defined as those days spent by the Director, pursuant to assignment, at remote locations performing directorial functions. Days spent traveling, except for one such day, or days spent at production meetings shall not be defined as days of employment.

5. Pre-game and Post-game Shows

When the Director of a sports event also directs a separate pre-game program and/or a separate post-game program, the minimum

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

commercial fee for each such separate program shall be \$460.00
(\$468.00[†] effective July 1, 2012 and \$476.00^{††} effective July 1, 2013).

SECTION G. NEWS AND COMMENTARY PROGRAMS

	Program Length	7/1/11	7/1/12[†]	7/1/13^{††}
1.	Minimum Daily Guarantee	\$ 617	\$ 628	\$ 639
2.	Minimum Weekly Guarantee (5 days)	2,615	2,661	2,708
3.	Additional Days @ 1/5 of Weekly Rate	523	532	542

1/week	2/week	3/week	4/week	5/week
---------------	---------------	---------------	---------------	---------------

4. 5 Minutes or less

7/1/11	\$150	\$234	\$342	\$446	\$552
7/1/12[†]	153	238	348	454	562
7/1/13^{††}	156	242	354	462	572

5. Less Than 15 Minutes

7/1/11	\$178	\$316	\$452	\$569	\$667
7/1/12[†]	181	322	460	579	679
7/1/13^{††}	184	328	468	589	691

6. 15 Minutes and Over but Less Than 30 Minutes

7/1/11	\$383	\$611	\$809	\$990	\$1,134
7/1/12[†]	390	622	823	1,007	1,154
7/1/13^{††}	397	633	837	1,025	1,174

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

1/week	2/week	3/week	4/week	5/week
--------	--------	--------	--------	--------

7. 30 Minutes and Over but Less Than 45 Minutes

7/1/11	\$1,007	\$1,218	\$1,422	\$1,589	\$1,729
7/1/12 [†]	1,025	1,239	1,447	1,617	1,759
7/1/13 ^{††}	1,043	1,261	1,472	1,645	1,790

8. 45 Minutes and Over but Less Than 60 Minutes

7/1/11	\$1,077	\$1,348	\$1,568	\$1,756	\$1,899
7/1/12 [†]	1,096	1,372	1,595	1,787	1,932
7/1/13 ^{††}	1,115	1,396	1,623	1,818	1,966

9. 60 Minutes and Over but Less Than 90 Minutes

7/1/11	\$1,308	\$1,518	\$1,732	\$1,914	\$2,057
7/1/12 [†]	1,331	1,545	1,762	1,947	2,093
7/1/13 ^{††}	1,354	1,572	1,793	1,981	2,130

10. 90 Minutes and Over but Less Than 120 Minutes

7/1/11	\$1,417	\$1,704	\$1,956	\$2,158	\$2,346
7/1/12 [†]	1,442	1,734	1,990	2,196	2,387
7/1/13 ^{††}	1,467	1,764	2,025	2,234	2,429

11. 120 Minutes

7/1/11	\$1,634	\$1,946	\$2,202	\$2,408	\$2,552
7/1/12 [†]	1,663	1,980	2,241	2,450	2,597
7/1/13 ^{††}	1,692	2,015	2,280	2,493	2,642

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

12. In the event that a Director directs, in one week, more than five (5) programs, all of which fall within the same program length category in the above schedule, he or she shall receive an additional fifteen percent (15%) of the applicable five times per week rate for each such program which he or she directs beyond the fifth.

13. Programs in Excess of One Hundred Twenty (120) Minutes

In the case of a program of more than one hundred twenty (120) minutes cumulative air time within a twenty-four (24) hour period, the minimum rate will be the "120 minute rate" plus an additional ten percent (10%) of such rate; if the cumulative air time exceeds six (6) hours, a further additional ten percent (10%) will be paid. In the case of programs which extend over a number of days (*e.g.*, conventions, space shots), the multiple-times-per-week rate shall be applicable and for each day in such week that the cumulative air time of the program equals more than one hundred twenty (120) minutes, an additional ten percent (10%) of the "1 per week 120 minutes" rate will be added to the appropriate fee, and for each day in such week that the cumulative air time exceeds six (6) hours, a further additional ten percent (10%) of such rate will be paid.

SECTION H. LOCAL FREELANCE DIRECTORS

1. The following rates shall apply to employment by Company of local freelance Directors to direct local live and taped television programs.
2. Compensation

		<u>7/1/11</u>	<u>7/1/12</u> [†]	<u>7/1/13</u> ^{††}
(a)	Daily Rate	\$ 687	\$699	\$711
(b)	Weekly Rate	2,750	2,798	2,847

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

- (c) For the second program of thirty (30) minutes or over directed on the same day, an additional seventy-five percent (75%) of the applicable daily rate will be paid.
- (d) For each additional program of thirty (30) minutes or over directed on the same day, an additional sixty percent (60%) of the applicable daily rate will be paid.

SECTION I. BUDGET TABLE

High budget programs are individual programs in which the costs of the productions are budgeted over:

Length of Program	
0 - 15 minutes	\$100,000
16 - 30 minutes	150,000
31 - 60 minutes	200,000
61 - 90 minutes	300,000
91 minutes and over	600,000

SECTION J. SEGMENTS

Compensation for the segment Director(s) (which shall be in addition to the applicable minimum compensation payable to the program Director) shall be determined by the length of the segment(s). When one segment comprises one-half or more of the entertainment portion of the program, the Director of such segment(s) shall receive the applicable minimum compensation for the program.

SECTION K. LEAD-INS

1. An aggregate payment of \$106 shall be made to the Director(s) who direct(s) and/or who directed material used in a lead-in when each program using such lead-in is initially exhibited. Such payment shall not be required for the first program in which the lead-in is used if the Director also directs that program unless the lead-in material

originally was recorded for another program. In the case of a multiple-times-per-week program, the payment specified in this Paragraph 1. shall constitute payment for the week.

A Director who is employed to direct footage to be used in a lead-in or main title sequence shall be paid on a daily basis for each day of shooting required. The daily rate shall be computed by dividing the minimum rate applicable to the type of program in which the footage is to be used by the number of days guaranteed (*i.e.*, the included days) for the program, then multiplying that figure by five (5) and dividing that product by four (4).

2. A single aggregate payment of \$708 shall be made to the Director(s) employed on a non-prime time strip program who directs and/or who directed material used in a lead-in. No further payment for use of the lead-in shall be required as long as the Director(s) continues to be employed on such program. If a Director who has directed and/or who directed material used in a lead-in is no longer employed on the program and the lead-in continues to be used, such Director shall receive a proportionate share of \$106 per week as long as the lead-in and/or the material, as applicable, he or she directed continues to be used.
3. If more than one Director is entitled to receive a share of the \$106 or the \$708 payment, the Guild shall determine the allocation among such Directors.
4. With respect to daytime serials, any \$708 payment shall be made following the first exhibition of the lead-in and any \$106 payment shall be made at the end of each calendar quarter in which the programs using the lead-in were initially exhibited. All other lead-in payments shall be made within thirty (30) days following the end of the television season during which the programs using the lead-in were initially exhibited.
5. Employer shall send all lead-in payments to the Guild for forwarding to the Director(s). The payments must be accompanied by a statement indicating the length of each excerpt and the name of the Director of each excerpt used in the lead-in.

SECTION L. TALENT TEST

A Director employed for the purpose of directing a talent test(s) or audition(s), as those terms are generally understood in the industry, shall be compensated at the rate of \$1,266 (\$1,288[†] effective July 1, 2012 and \$1,311^{††} effective July 1, 2013).

SECTION M. INTENDED BROADCAST PATTERN AND ADJUSTMENT OF DIRECTOR'S SALARY

1. With respect to pre-recorded programs, the computation of payment to a Director for his or her services, under the multiple-times-per-week formula, shall be based on the intended broadcast pattern, which shall be specified in the Director's individual contract or deal memo. However, if the actual broadcast pattern consists of a lesser number of broadcasts per week than the intended broadcast pattern, an adjustment shall be made so that the computation is based instead on the actual broadcast pattern.

Example A. If a program recorded at the rate of five per week is specified as intended for broadcast at the rate of one per week, the applicable one-a-week rate applies, whether or not the program is actually broadcast or rebroadcast at the rate of one per week or more than one per week.

Example B. If a program recorded at the rate of one per week is specified as intended for broadcast at the rate of five per week and is actually broadcast at that rate, the applicable five-a-week rate applies, but if the pattern of actual broadcasts or rebroadcasts should be changed from five per week to one per week, the one-a-week rate, rather than the five-a-week rate, would apply and the amount paid the Director would be adjusted accordingly.

Example C. If programs are aired originally on a five-a-week or more basis and are rerun on a one-a-week or less basis, replay payment will

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

be based upon the rate that would have applied if the original broadcast had been in the one-a-week pattern.

2. If a program originally produced for non-Prime Time Network broadcast is initially broadcast on non-Network Prime Time and is then broadcast in Network Prime Time, 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 program is produced for non-Prime Time Network broadcast under a budget equivalent to that of a similar type of television program produced within the last three (3) years for Network Prime Time broadcast, the Director's salary shall be paid at the applicable Network Prime Time show rate.

SECTION N. PILOTS, PRESENTATIONS AND WORKSHOPS

1. Pilot and Spinoff Payments

In connection with the pilot or spinoff episodes for network prime time:

Dramatic, Variety, Quiz and Game, and programs of the genre of "*Battle Of the Network Stars*" and programs of the genre of "*People*," provided that such program(s) is not covered by another collective bargaining agreement between the Company and the Guild.

With regard to the aforementioned program categories, the Director will be paid not less than two hundred eighty-five percent (285%) of the applicable one-half (½) hour program fee (included days - two hundred percent (200%) of the applicable included days); two hundred twenty percent (220%) of the applicable one-hour program fee (included days - one hundred sixty-five percent (165%) of the applicable included days); one hundred seventy percent (170%) of the applicable ninety (90) minute program fee (included days - one hundred thirty-five percent (135%) of the applicable included days); and one hundred forty percent (140%) of the applicable two (2) hour

program fee (included days - one hundred twenty percent (120%) of the applicable included days), based on the length of the pilot and not of the proposed or actual series. For each additional hour over two (2) hours, the applicable network prime time program minimum rates based on the one (1) hour rate or fraction 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 two hundred percent (200%) of applicable rate for additional days. For all other pilots or spinoffs, the Director shall be paid no less than one hundred percent (100%) of the applicable minimum fee for any such pilot or spinoff he or she directs. If such pilot or spinoff is subsequently broadcast, the pilot or spinoff Director shall be paid no less than an additional one hundred percent (100%) of the applicable minimum fee.

2. De Facto Pilot

If a television series is produced based upon fictional characters in a dramatic television program not originally intended as a pilot or spinoff episode (or, in the case of non-fictional characters, when the series has the same context and framework as an earlier single television program, including setting, theme and premise), or if a non-dramatic television series is produced which has the same context and framework as an earlier single television program not originally intended as a pilot or spinoff, including setting, theme and premise, the Director of such earlier 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 such new series is produced. Only one such payment shall be made for any new series. The Guild will determine allocation if there is more than one Director entitled to the payment.

3. Series Without Pilot

In connection with the first produced television program of an open-ended series that is ordered without a pilot, excluding sports and news series, minimum initial compensation shall be one hundred fifty percent (150%) of scale. The first produced program of an open-ended series ordered without a pilot in the genre of "*Good Morning America*" or "*Greatest Legends of Sports*," regardless of

what category it may be placed in for other purposes under the Agreement, shall be subject to the one hundred fifty percent (150%) of scale payment required by this Paragraph if it is not covered by another collective bargaining agreement between the Company and the Guild.

4. Series Bonus

If an open-ended network prime time series featuring one or more fictional characters is sold subsequent to the production of a pilot tape in any of the forms above, then the Director of the spinoff or pilot or of the tape introducing the character(s) shall be entitled to additional aggregate series bonus payments for each production year as follows:

Program Length	7/1/11	7/1/12[†]	7/1/13^{††}
½ hour	\$3,484	\$3,545	\$3,607
1 hour	6,965	7,087	7,211
90 minutes or longer	9,285	9,447	9,612

Payment is to be made within five (5) days after firm order for production. Only one set of series bonus payments pursuant to this subsection N.4. need be made in connection with any one series and, in case of a dispute between two (2) directors who might be entitled to those payments, the Guild will determine the allocation.

5. Presentations

The following applies to prime time dramatic television programs produced on film or tape:

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

A "presentation program" is a program shot on film or tape, no more than thirty (30) minutes in length, produced for the purpose of selling a proposed series, but not intended for broadcast.

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

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

	7/1/11	7/1/12[†]	7/1/13^{††}	Included Days
0-15 minutes	\$24,288	\$24,713	\$25,145	10 days, of which 4 must be consecutive
16-30 minutes	\$48,583 (or the applicable pilot fee, if less, but in no event less than \$24,288)	\$49,433 (or the applicable pilot fee, if less, but in no event less than \$24,713)	\$50,298 (or the applicable pilot fee, if less, but in no event less than \$25,145)	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, (a) if the "presentation program" leads directly to the sale of the series (*i.e.*, there is no subsequent presentation or pilot produced); (b) 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 (c) 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.

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

6. Workshops

The parties reserve their respective positions with regard to "workshops."

SECTION O. ADDITIONAL DAYS

Each additional day worked beyond the included days in any program category shall be paid on a *pro rata* basis, computed by dividing the minimum program fee per program by the number of included days for that program.

SECTION P. SPECIAL PROVISIONS APPLICABLE TO SERIALS

1. Location Days

When a Director on a serial program is required to render services on location (whether local or distant), Producer agrees to pay the Director \$1,074 (\$1,093[†] effective July 1, 2012 and \$1,112^{††} effective July 1, 2013) for each shooting day on location in addition to any other compensation required to be paid for such services (such as program or segment fees, or "additional day" payments, when required). Travel days, and non-shooting and non-work days on location, shall be paid or credited at the "additional day" rate.

At the Company's option, a Director may be hired or assigned for work on a location (whether local or distant), at the rate of \$5,637 per shooting day (\$5,736[†] effective July 1, 2012 and \$5,836^{††} effective July 1, 2013), to direct any number of scenes for any number of programs. The option must be exercised in advance of the assignment. Such payment shall "buy out" all compensation required to be paid to such Director for all work performed on such day,

[†] See text of footnote on page 24.

^{††} See text of footnote on page 24.

except payments required under Article 23.¹ All non-shooting days (preparation, travel, editing, etc.) of such Director will be paid for at the applicable "additional day" rate. If this option is exercised, a single Director, who is compensated in accordance with Article 6, Section D.1., must direct at least seventy percent (70%) (sixty-five percent (65%) in the case of a half-hour program) of the material used in such program as broadcast.

It is not intended that the use of this option will result in unusually long days for the Director employed pursuant to this option. The Employer will therefore use its best efforts to avoid assigning such Director to unusually long days.

2. Vacation

A Director who has been employed on one or more serial programs produced by the same Company during cycles covering at least fifty (50) consecutive weeks shall be entitled to a vacation for that year of two (2) weeks (increased to three (3) weeks after five (5) consecutive years of such employment). For each such week of vacation, the Director shall be paid or credited with vacation pay at the Director's applicable minimum compensation for the average number of programs per week guaranteed. The Director and the Company shall mutually agree on vacation scheduling.

3. Sick Leave

When a Director on a serial program has been employed by the Company for more than twenty-six (26) weeks under any one contract or extension or renewal thereof, his or her individual contract of employment may not be suspended or terminated because of unavoidable absence for a period not in excess of four (4) weeks when such absence is due to sickness or other incapacity beyond his or her control; provided, however, that if such illness or other

¹ During the 1987 negotiations and drafting sessions following the negotiations, the parties agreed to this language. However, this language is not intended to reflect in any way on any issue as to whether residual payments are or are not payable for reruns, foreign or supplemental market uses or subsequent exhibition on basic cable of material recorded under this or any other provision of this Agreement.

incapacity occurs at a period when the Company has the right to terminate such contract, this provision shall not in any way affect such right. The Company shall be obligated to compensate the Director during the first two (2) weeks of any such absence.

4. Work on Holidays

If a serial Director is assigned to work in the studio or on location on Christmas Day (December 25), Thanksgiving Day, New Year's Day (January 1) or the fourth holiday as determined below, the Company shall pay the Director, in addition to any other compensation due the Director for such assignment, a further payment equivalent to one-half (½) of the applicable "additional day" payment. By March 15 of each calendar year, each serial Company shall designate a fourth holiday from the following list: Memorial Day (fourth Monday in May), July 4, Labor Day or the Friday after Thanksgiving.

5. Daytime Serial Cooperative Committee

The parties agree to establish a Daytime Serial Cooperative Committee to discuss creative matters and production problems concerning daytime serial programming. The parties will invite, and make good faith efforts to encourage and induce, the companies producing daytime serials, including but not limited to Bell-Phillips TV Productions, Inc.; CPT Holdings, Inc.; Corday Productions, Inc.; Sunset Beach Productions, Inc.; Capital Cities/ABC, Inc.; D'Arcy Masius Benton & Bowles and Televest Daytime, Inc., to participate in the Cooperative Committee.

The Committee shall include Directors of daytime serials and the Employers' production executives who are above the line producer and executive producer and have responsibility for overseeing the production and quality of the show.

The Committee shall meet once in New York in the first year of the Agreement and once in Los Angeles in the third year of the Agreement.

The Code of Preferred Practices shall be published after the next meeting of the Daytime Serial Cooperative Committee.

6. The parties agree to meet on an Employer-by-Employer basis to discuss segment fee issues with respect to serial Directors.

SECTION Q. COMPENSATION ON RECALL FOR PARTICULAR SERVICES

Should a Director be recalled subsequent to the final taping of a program for additional shooting, compensation for such additional shooting shall be payable at the additional day rate. It is agreed, however, that no compensation shall be payable for such services to the extent that they are rendered within the included days.

There shall be no minimum preparation requirement for performing such services when the original Director is recalled. If the original Director is not available or does not agree to perform such services and another Director is to perform such services, one day of preparation time shall be provided regardless of the length of employment; provided, however, if the Director is called for a single day's employment and the additional shooting takes five (5) hours or less, then the preparation requirement shall be included in the same day and only one day's compensation shall be paid.

SECTION R. DOUBLE LENGTH EPISODE

For a double length episode of a prime time dramatic episodic series or serial, Director may be employed at two hundred percent (200%) of minimum and two hundred percent (200%) of the included days appearing in Section A.1. above. For network prime time dramatic programs in excess of two (2) hours, the minimum and included days shall be computed at the two (2) hour rate plus *pro rata* of the one (1) hour schedule.

SECTION S. PAYMENT FOR COMBINED OR EXTENDED PROGRAMS

This Section S. shall apply when a previously-broadcast prime time dramatic television program, whenever produced, is extended beyond the time category in which it was originally broadcast (*e.g.*, one-half hour, one hour, etc.) with the addition of new photography or when two or more prime time dramatic television

programs, whenever produced, are combined (with or without the addition of new photography). In any of the said cases, the aggregate payment for the extended or combined program shall be two hundred percent (200%) of the minimum compensation which would otherwise be applicable to a program of such length and type and, if more than one Director is involved, shall be allocated between them. If the Director of the extended or combined program also directed a pre-existing program(s) used in the extended or combined program, the initial compensation paid to such Director for such pre-existing program(s) shall be credited against the portion of such two hundred percent (200%) allocated to him or her.

Residual payments for the extended or combined program shall be two hundred percent (200%) of the minimum residual compensation applicable to the program. If more than one Director is involved, the said amount shall be allocated between them.

In the case of any controversy as to any allocation, the amount allocated to each Director shall be resolved on a reasonable basis by the Guild, and each individual Director involved shall be bound thereby.

Unless new photography (other than bridging material which in the aggregate does not exceed 400 feet of 35mm film or the equivalent in running time per half-hour) is added, this Section S. shall not apply to the combining of segments of a multi-part closed-end series, to the combining of parts of a multi-part story in an episodic series or to the back-to-back exhibition of two or more episodes or segments of episodes of the same series. The foregoing exclusions shall apply even if photography is deleted. Also, this Section S. shall not apply to the use of excerpts nor to "compilation" programs.

SECTION T. ONE DIRECTOR TO A PRIME TIME DRAMATIC PROGRAM

There will be only one Director assigned to direct a prime time dramatic program at any given time. However, such limitations shall not be construed as precluding assignment of *bona fide* teams or of more than one Director to direct pick-ups, added scenes or different segments of a multi-storied or multi-lingual motion picture (e.g., "*Tales of Manhattan*," "*Love Boat*" and "*Tora-Tora-Tora*") or different segments of a multi-part closed-end television series (e.g., "*Roots*") or the assignment of more than one Director when required by foreign laws, regulations

or subsidies, or assignment of a segment Director or any specially skilled Director (e.g., underwater work or aerial work) to work under the supervision of the Director or a similar customary practice not inconsistent with the general intent of this Section T. The Directors' Council of the Guild shall not unreasonably withhold its consent to a waiver of the above provisions when two (2) Directors apply for the same based on professional necessity.

SECTION U. LITERARY MATERIAL

When the Director of a prime time dramatic program is assigned, at his or her request, any existing script or outline in whatever form intended for the production of the program shall be immediately delivered to him or her. Any changes or additions in such script shall be submitted to the Director promptly and before such changes or additions are made available for general distribution. The individual Producer or other appropriate person will confer with the Director to discuss and consider the Director's suggestions and opinion with respect to such changes or additions and will confer with the Director to discuss and consider any script changes or revisions which the Director recommends.

SECTION V. 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.