

ARTICLE 6
TRAINING PROGRAMS, QUALIFICATION LISTS AND INTERCHANGE

6-100 TRAINING PROGRAM - ASSISTANT DIRECTORS

6-101 TRAINING PROGRAM

- (A) A Directors Guild of America-Producer Training Program Trust Fund (herein called the “Training Program Trust Fund”) has been established for the purpose of funding and conducting an AD Training Program. Said Training Program is administered by a Board of Trustees composed of an equal number of Guild Trustees (and alternates) and Producer and AICP Trustees (and alternates), who have the authority to adopt such trust agreements, by-laws and rules and regulations as are necessary to effectuate said program.
- (B) Each Producer shall contribute an amount equal to one-quarter of one percent (0.25%) of salary as defined in Article 3-104 for each Director, UPM and 1st and 2nd AD to finance the AD Training Program and Contract Qualification Administration. The aforementioned contribution shall be remitted monthly to the Administrator of the Directors Guild of America – Producer Pension and Health Plans who, as the Producers’ agent for collection of said contributions, shall remit seventy percent (70%) of such contribution to the Training Program Trust Fund in New York and shall remit thirty percent (30%) of such contribution to the Contract Qualification Administrator under Article 6-300 of this Agreement. The aforementioned contribution of one-quarter percent may be increased up to one-half percent (1/2%) in the event the Guild and the AICP mutually agree that such increase is necessary to continue the efficient administration and maintenance of the AD Training Program or Contract Qualification Administration as herein established.
- (C) The Training Program shall administer the formal training program through a Board consisting of twelve (12) Trustees. Six (6) Trustees shall be appointed by the DGA. Six (6) Trustees shall be appointed by the Producers, of which four (4) shall be appointed by the AICP and two (2) shall be appointed by the Alliance of Motion Picture and Television Producers, Inc. Such Training Program shall be established and administered in accordance with all applicable laws and regulations.

- (D) Any money paid by Employer as a contribution hereunder shall not constitute or be deemed to be wages to the individual Employees, nor shall said money so paid be in any manner liable for or subject to the debts, contracts, liabilities or torts of such Employees.
- (E) Trainees selected to participate in the New York Assistant Director Training Program shall be trained for one of two career paths. One-half of the Trainees admitted into the Program shall be trained on television commercials for a career as a Second Assistant Director in the commercial industry and one-half shall be trained on feature films and television programs for a career as a Second Assistant Director in the film and television industry.

6-200 TRAINEES' TERMS AND CONDITIONS OF EMPLOYMENT

6-201 TRAINEES' TERMS AND CONDITIONS OF EMPLOYMENT

- (A) The Board of Trustees shall set all terms and conditions of the Trainee's employment, including but not limited to compensation. Trainees assigned to projects under the DGA Basic Agreement shall be governed by Section 14-100 of the DGA Basic Agreement. Trainees assigned to projects covered by this Agreement shall be subject to the provisions of this Article 6-200 and shall not be subject to the provisions of this Agreement except as specifically set forth herein.
- (B) Producers will be notified whenever the Board of Trustees modifies, deletes or adds to the wage requirements and working conditions.

6-202 ASSIGNMENTS

- (A) The assignments of Trainees shall be by rotation. Each Producer agrees to be bound by and adhere to all terms and conditions established by the Trustees. The daily rate is based on a twelve (12) hour work day.
- (B) A Trainee may seek employment from any signatory to a DGA Commercial Agreement where a 1st AD is employed, and such employed days must be reported to the Administrative Trustee. A Trainee must work under the supervision of a 2nd AD on sets and locations where a 2nd AD is required by the Agreement.

6-203

WORKING CONDITIONS

- (A) The minimum rate of pay for First and Second Year Commercial Trainees shall be \$200 per day. The work day for Trainees shall include twelve (12) guaranteed hours at a rate of \$14.29 per hour for the first eight (8) hours and \$21.44 per hour for the next four (4) hours. Work in excess of twelve hours shall be compensated at the rate of \$21.44 per hour. Trainees assigned to projects covered by the DGA Basic Agreement shall be compensated in accordance with the rates contained in the DGA Basic Agreement.
- (B) Rest Period: An eight (8) hour rest period shall be provided between calls.
- (C) Meals: Reasonable time for appropriate meals shall be allowed.
- (D) Locations: The provisions of Articles 5-310 (A-C) shall apply to Trainees on location.
- (E) Transportation: The provisions of Articles 5-310 (E and G) shall apply to Trainees.
- (F) Holidays: The provisions of Article 5-311 (A) (i), (iii) and (iv) and Article 5-311(B) shall apply to Trainees.
- (G) Pension and Health: Producers are not obligated to contribute on behalf of Trainees to the Pension and Health Plans.

6-300

COMMERCIAL QUALIFICATION LISTS

6-301

NUMBER OF LISTS AND CATEGORIES

- (A) In order to provide Employers with qualified and available persons for employment in the New York Area, Southern California Area and Third Area for categories indicated, there shall be nine (9) separate qualification lists for the categories described below which shall be established and maintained by the Contract Qualification Administrator ("CQA").

<u>New York Area</u>	<u>Southern California Area</u>	<u>Third Area</u>
UPM List	UPM List	UPM List
1 st AD List	1 st AD List	1 st AD List
2 nd AD List	2 nd AD List	2 nd AD List

- (B) The Television Commercial Qualification Lists for the above categories in the above Areas (herein collectively “Lists”) shall be composed of persons placed on said Lists pursuant to prior Agreements and who meet the requirements hereinafter set forth, who apply for placement on the Lists and whom the CQA places on the Lists, in accordance with the requirements hereinafter set forth. Applicants for placement on the Lists created under this Article 6-300 shall prove that they possess the qualifications hereinafter set forth, to the satisfaction of the CQA.
- (C) For purposes of this Article 6-300, the Southern California Area means all of California from San Luis Obispo south to the California-Mexico border, the New York Area means the New York metropolitan area and the Third Area means those areas within the geographic coverage of Agreement outside the Southern California and New York Areas.

6-302

PREFERENCE OF EMPLOYMENT

- (A) An Employer who is signatory to this Agreement shall give preference of employment of 1st ADs, 2nd ADs and UPMs for work performed in the New York Area to persons on the New York or Southern California Lists (and to such persons who may be added to the Lists as provided herein) and may hire any person on the appropriate Lists without regard to whether such person is or is not a member of the DGA at the time of such employment, subject to the Guild Shop provisions of this Agreement. If there is no “qualified” person on the New York Area List available for work, the Employer may employ any individual. Provided, however, in employing 2nd ADs, the Employer must give preference to New York DGA-Producer Trainees available for work.
- (B) An Employer who is signatory to this Agreement shall give preference of employment of 1st ADs, 2nd ADs and UPMs for work performed in the Southern California Area to persons on the Southern California or New York Lists (and to such persons who may be added to the Lists as provided herein) and may hire any person on the appropriate Lists without regard to whether such person is or is not a member of the DGA at the time of such employment, subject to the Guild Shop provisions of this Agreement. If there is no “qualified” person on the Southern California List available for work, the Employer may employ any individual. Provided, however, in employing 2nd ADs, the Employer must give preference to Southern California DGA-Producer Trainees available for work and further provided that if there is no qualified person on the Southern California List available for work, the Employer can hire any individual.

- (C) An Employer who is signatory to this Agreement shall give preference of employment of 1st ADs and UPMs for work performed in the Third Area to persons on the New York, Southern California or Third Area Lists (and to such persons who may be added to the Lists as provided herein) and may hire any person on the appropriate Lists without regard to whether such person is or is not a member of the DGA at the time of such employment, subject to the Guild Shop provisions of this Agreement. If there is no “qualified” person available for work, the Employer may employ any individual. With respect to 2nd ADs employed in the Third Area the Producer shall consider qualified 2nd ADs who reside within 75 miles of the shoot location. The Producer shall be deemed to have given “consideration” if it determines the identity, qualifications and availability of qualified ADs who reside within said radius. The Guild will provide a list of qualified ADs upon the request of the Producer.

6-303

SELECTION AND FUNDING OF THE CQA

- (A) The CQA shall be chosen by the AICP Board of Directors and one Employer not a member of the AICP. The CQA shall not be or become a member of the Directors Guild during his or her tenure as CQA. The Southern California Area and Third Area CQA shall be the same person chosen to be the New York Area CQA and that person shall be bound by the by-laws, rules and regulations already or hereafter established for the New York Area CQA. The AICP may remove the CQA with or without cause.
- (B) The cost of administering and maintaining the New York Area, Southern California and Third Area Qualification Lists by the CQA shall be paid out of the Producer contribution of one-quarter of one percent (1/4%), payable under Article 6-101 (B) of this Agreement.

6-304

REQUIREMENTS FOR PLACEMENT ON THE LISTS

- (A) 1st AD Lists (New York and Southern California Areas)

A person will qualify for listing on the New York and Southern California 1st AD Lists if he/she:

- i. has had no less than 520 days (of which 300 must have been physically spent on set or location) of work as a 1st AD or as an Associate Director or Stage Manager on commercials or any other professional motion picture media including, but not limited to, music videos and documentaries. Of such 520 days it is understood that 52 days must have been spent working on commercials; or

- ii. is a Director who has completed two hundred and sixty (260) days of actual shooting on commercials or any other professional motion picture media including, but not limited to, music videos and documentaries;
- iii. is a person on either the 2nd AD or UPM List who:
 - (1) has been employed for five hundred and twenty (520) days as a weekly staff UPM or 2nd AD; or
 - (2) has been employed in a non-Guild capacity and functioned for the Producer as a 2nd AD on a part-time basis for three hundred and fifty (350) days; or
 - (3) has completed one hundred and fifty (150) freelance days of actual work as a 2nd AD or a UPM, of which no less than 75 were spent on commercials.

(B) 1st AD List (Third Area)

A person will qualify for listing on the Third Area 1st AD List if he/she:

- i. has had no less than 130 days (of which 75 must have been physically spent on set or location) of work as a 1st AD or as an Associate Director or Stage Manager on commercials or any other professional motion picture media including, but not limited to, music videos and documentaries. Of such 130 days it is understood that 13 days must have been spent working on commercials; or
- ii. is a Director who has completed two hundred and sixty (260) days of actual shooting on commercials or any other professional motion picture media including, but not limited to, music videos and documentaries;
- iii. is a person on either the 2nd AD or UPM List who:
 - (1) has been employed for one hundred and thirty (130) days as a weekly staff UPM or 2nd AD; or
 - (2) has been employed in a non-Guild capacity and functioned for the Producer as a 2nd AD on a part-time basis for eighty-eight (88) days; or

- (3) has completed thirty-eight (38) freelance days of actual work as a 2nd AD or a UPM, of which no less than 19 were spent on commercials.

(C) Second AD Lists (New York and Southern California Areas)

A person will qualify for listing on the New York and Southern California 2nd AD List if he/she has:

- i. graduated from the DGA Producer Assistant Director Training Program established hereunder; or
- ii. completed 600 days of direct production experience of which at least 300 days must have been spent doing the work of either an AD on the set of commercials or any other professional motion picture media including but not limited to music videos and documentaries, or an Associate Director/Stage Manager on television programs or commercials. Of such 300 days it is understood that days spent performing duties not customarily performed by ADs or Associate Directors/Stage Managers, or days spent as a DGA Trainee shall not be used in computing “days” for purposes of placement on such lists.

(D) Second AD List (Third Area)

A person will qualify for listing on the Third Area 2nd AD List if he/she has:

- i. graduated from the DGA Producer Assistant Director Training Program established hereunder; or
- ii. completed 150 days of direct production experience of which at least 75 days must have been spent doing the work of either an AD on the set of commercials or any other professional motion picture media including but not limited to music videos and documentaries, or an Associate Director/Stage Manager on television programs or commercials. Of such 75 days it is understood that days spent performing duties not customarily performed by ADs or Associate Directors/Stage Managers, or days spent as a DGA Trainee shall not be used in computing “days” for purposes of placement on such lists.

(E) UPM LIST (NEW YORK AND SOUTHERN CALIFORNIA AREAS)

A person will qualify for listing on the New York and Southern California UPM Lists if he/she:

- i. has had no less than 500 days (of which 100 must have been physically spent on set or location) of work as a UPM, or performing substantially all of the duties of a UPM under the direct supervision of an Executive Producer, on commercials or any other professional motion picture media, including, but not limited to, music videos; or
- ii. is a 1st AD who has two hundred and fifty (250) days as a 1st AD since being placed on the Qualifications List, of which seventy (70) percent have been shooting days.

(F) UPM LIST (THIRD AREA)

A person will qualify for listing on the Third Area UPM List if he/she:

- i. has had no less than 125 days (of which 25 must have been physically spent on set or location) of work as a UPM, or performing substantially all of the duties of a UPM under the direct supervision of an Executive Producer, on commercials or any other professional motion picture media including, but not limited to, music videos; or
- ii. is a 1st AD who has seventy-five (75) days as a 1st AD since being placed on the Qualifications List, of which seventy (70) percent have been shooting days.

6-305

CROSS-LISTING

(A) From Area to Area

Persons on one of the Area Commercial Qualification Lists indicated may, upon application, be added to the indicated List in the other Area.

From New York

Area List

1st AD

UPM

2nd AD

To Southern California

Area Commercial List

1st AD

UPM

2nd AD

From Southern California

Area List

1st AD

UPM

2nd AD

To New York

Area List

1st AD

UPM

2nd AD

There is no cross listing from the Third Area List to the New York or Southern California lists.

(B) Basic Agreement Lists to Commercial Qualification Lists

From Basic Agreement

Lists (NY or S. Cal.)

1st AD

UPM

2nd AD (Pre-January 1, 1986)*

2nd AD (Since January 1, 1986)*

To Commercial Lists

(NY or S. Cal.)

1st AD

UPM or 1st AD

1st AD

2nd AD

From Basic Agreement

List (Third Area)

1st AD

UPM

2nd AD

To Third Area

Commercial List

1st AD

UPM or 1st AD

2nd AD

* Persons placed on the New York or Southern California Basic Agreement Qualification List as 2nd ADs prior to January 1, 1986 shall be placed upon application on the 1st AD Southern California Area Commercial Qualification List.

- (C) Persons who have qualified for and are listed on the Basic Agreement New York or Southern California Qualification Lists for UPMs, 1st ADs or 2nd ADs ("Basic Lists") may upon written application to the Commercials CQA, be listed on the New York or Southern California Commercial Qualifications List for the same category, as they are listed on the Basic Lists.

CQA APPLICATION PROCEDURE

- (A) The required employment referred to in this Article 6-300 must have been performed no earlier than twenty (20) years immediately preceding the date of the application.
- (B) The working days referred to above, for purposes of fulfilling the work requirements referred to in this Article 6-300, shall be considered without regard to whether such work was performed in the New York Area, Southern California Area or Third Area.
- (C) Any required employment under this Article 6-300 shall be considered by the CQA without regard to whether or not such employment was for an Employer who is or was a signatory to any agreement with the Guild.
- (D) An applicant for placement on the Qualification Lists shall have the burden of proving his/her eligibility. The application shall be in writing on a form approved by the CQA, and shall specify the Qualification List or Lists for which the applicant is applying. CQA may require such applicant to produce documentation to verify the information contained in the application. CQA may adopt other procedures for the processing of applicants not inconsistent with the requirements and procedures set forth in this Article 6-300.
- (E) The CQA shall determine, from the application and supporting documentation, if the applicant meets the requirements. If the CQA determines that the applicant satisfies the requirements, the CQA shall comply with paragraphs (G) (i) through (iv) below.
- (F) If the CQA determines that the applicant does not fulfill the requirements, he/she shall so notify the applicant and the Guild in writing, stating briefly the reasons therefore. In the New York Area only, if the applicant fails to fulfill a category's requirements by reason of insufficient employment experience of one year or less, CQA shall also specify the number of days, weeks or months of employment lacking.
- (G) Applications which the CQA has determined satisfy the requirements set forth in this Agreement for placement on a Commercial Qualification Lists shall be processed as follows:

- i. The Administrator shall prepare and submit to the Guild a “Notice of Intended Placement” with respect to any applicant deemed qualified reflecting the factual basis on which the eligibility determination has been made including the number of qualifying days, employer(s), dates of employment and job classification.
- ii. The Guild shall have thirty (30) days following issuance of the Notice of Intended Placement within which to challenge the determination of the Administrator. Such challenge shall be in writing to the Administrator with a copy to the applicant and shall specify the basis of the challenge. The Guild shall have the right upon request to review the applicant’s entire working file. Said review shall occur within five (5) working days of the Guild’s request.
- iii. If no challenge is made within the period provided, the Administrator shall proceed with the placement and advise both the Guild and the applicant. The eligibility for placement of a person whose application has been challenged shall be resolved by the CQA, whose decision shall be final and binding.
- iv. The Guild acknowledges that the CQA has no administrative responsibility under Article 14-601 of the Basic Agreement.

6-307

NEW YORK AREA GUARANTEE PROVISION FOR UNQUALIFIED APPLICANTS

- (A) Notwithstanding the provisions of 6-304 and 6-306 above, an Employer in the New York Area only may employ an “unqualified” applicant as a 1st AD, 2nd AD or UPM, provided that, with respect to the category for which such person is employed:
 - i. CQA determines that the applicant failed to qualify because he/she lacks experience of one year or less; and
 - ii. The Employer makes a written guarantee promising to employ the applicant continuously for a period of no less than the additional time he/she needs to become qualified. Such guarantee is subject to termination only by reasons of (1) the Employee’s misconduct or (2) an unexpected or unavoidable major change in business circumstances (such as severe financial difficulty, substantial client

loss, termination of, or major change in the nature of, the Employer's business) which necessitates the termination of the guarantee. Any dispute regarding the termination of such guarantee under the preceding sentence shall be taken up between representatives of the Guild, the Producer and the AICP, and if not resolved, may be submitted by any of them to arbitration (as the exclusive method of resolving such dispute) before an arbitrator selected in accordance with the voluntary labor arbitration procedures of the American Arbitration Association.

- (B) The Employer shall offer the Employee resumed employment for the remainder of the guarantee before hiring another person in that category, if the reasons for the termination of the guarantee (under clause (ii) above) have been removed, during one term of this Agreement.
- (C) If the applicant is so employed pursuant to the guarantee, works for such additional time and submits proof thereof as required by the CQA, the CQA will place the applicant's name on the appropriate Qualification List.
- (D) Any Employer who has made a written guarantee to an "unqualified" 1st AD, and who has wrongfully (as determined in an arbitration) breached such guarantee, shall not be entitled to avail itself again of the guarantee provisions for the rest of the term of this Agreement.
- (E) The Southern California Area Qualification List shall include those persons on the Directors Guild of America Contract Administration Trust Qualification Lists on or before the date of execution of this Agreement.