

ARTICLE 7
MISCELLANEOUS PROVISIONS

7-101 HAZARDOUS WORK ALLOWANCE

- (A) Members of the bargaining unit will not be required to jeopardize their working opportunities by having to perform work that is considered hazardous. However, should a bargaining unit member elect to perform work that is considered hazardous, adequate insurance and extra compensation will be provided, as outlined in Paragraph (C) of this Article 7-101. If a difference of opinion arises as to whether an assignment is hazardous, the same shall be settled between the Producer and the Guild.
- (B) The Producer shall provide suitable wearing apparel for abnormally cold or wet work.
- (C) The following allowances shall be paid if bargaining unit members agree to perform services on aerial flights, whether in an established commercial airline or private plane: \$150.00 per flight, but a maximum of \$300.00 per day. When flying in "combat zones," or submarine diving or other underwater diving, or shooting on any high speed camera platform on land or on water, the same allowances shall be paid. In the event any of the above services are performed, the Producer shall cover the Employee for the duration of the assignment by a personal accident insurance policy, insuring against death and/or dismemberment in the amount of \$500,000.00 payable to the beneficiary designated by the Employee and providing for a weekly indemnity of \$500.00 in the event of total disability, as such term is commonly understood in the insurance field, for a period of fifty two (52) weeks. A copy of a document evidencing such insurance shall be filed with the DGA.
- (D) It is understood that the allowances herein provided shall not be payable where the Employee is merely traveling by plane for purpose of being transported from one place to another even though he/she may, during the course of flight, perform work such as checking, reading, transcribing notes or the like.
- (E) When a Director, UPM, 1st AD or 2nd AD requires hospitalization while employed by the Employer, the nature and place of hospitalization shall be reported to the Guild as soon as possible.

- (F) It shall be the responsibility of the Employer to insure that optimum safety standards are maintained and that no unsafe equipment, procedures or practices are allowed on the set or work site. Guild Employees shall cooperate with the Employer to maintain optimum safety procedures at all times.

7-102

STRIKES AND PICKET LINES

- (A) Notwithstanding anything to the contrary contained herein, in the event of any strike by any other union or by the Guild concerning members or matters not covered by this Agreement, the bargaining unit members covered by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.
- (B) The Producer will not discipline any bargaining unit member because of his/her refusal as an individual to cross any duly authorized picket line not in violation of this Agreement against the Producer.
- (C) The Guild agrees that during the term of this Agreement, it will not call or engage in or assist in any strike, slowdown or stoppage against the Producer by the Employees, provided, however, that if a valid and enforceable award in an arbitration is rendered and the Producer fails to challenge same by judicial procedure reasonably promptly, but not later than ten (10) days after mailing of the award by registered mail, and fails to comply therewith, then the Guild shall be free to withhold the services of its members, and the prohibition against strikes, slowdown or a stoppage herein set forth shall be of no further force and effect; provided further that the parties hereto agree to support the right of the Guild to withhold service pursuant to Article 1-301 (E) of this Agreement. The Guild agrees that it will use its best efforts in good faith to require Employees to perform their services for the Producer hereunder. Should any such strike, slowdown or stoppage occur, the Guild's sole obligation shall be, within twenty-four (24) hours after receipt of written notice thereof from the Producer, to use its best efforts to terminate the strike, slowdown or stoppage.
- (D) The Producer agrees that it will not order, authorize or ratify a lockout against the Employees during the life of this Agreement. Should any lockout occur, the Producer's sole obligation shall be, within twenty-four (24) hours after receipt of written notice thereof from the Guild, to terminate the lockout and re-employ the Employees. Upon failure of the Producer to do so within said twenty-four (24) hour period, the Guild, at its option, may treat the matter as a dispute under Article 2.

- (E) Notwithstanding any "No Strike" clause herein, failure on the part of the Producer to file the employment reports referred to herein shall be deemed, after reasonable notice by certified mail to the Producer, a breach of the contract sufficient for the Guild to withhold the services of the person or persons for whom reports have not been filed until this procedure is fully complied with.

7-103

HOLD HARMLESS

The Employer shall save the Director, UPM, 1st AD or 2nd AD, as the case may be, harmless from liability and necessary costs, including reasonable attorney's fees resulting from any injury to, or loss or damage suffered by any person, including any member of the cast or crew or any bystander, occurring in the photographing of a motion picture he/she directs or assists in directing, or in connection with which he/she renders services as a Director, UPM 1st AD or 2nd AD, as the case may be, provided, however, and subject to the conditions that:

- (A) This Article shall not apply in any instance in which such injury, loss or damage is the result of or caused by, in whole or in part, the gross negligence or willful misconduct of such Director, UPM, 1st AD or 2nd AD, as the case may be;
- (B) Immediately upon such Director's, UPM's, 1st AD's or 2nd AD's, as the case may be, or his/her representative's being informed of any claim or litigation, he/she shall notify the Employer of every demand, notice, summons, complaint or other process received by him/her or his/her representative; and
- (C) The Director, UPM, 1st AD or 2nd AD, as the case may be, shall cooperate fully in the defense of the claim or action, including the attending of hearings and trials, securing and giving evidence, and obtaining the attendance of witnesses.

7-104

SUBCONTRACTING

- (A) The Producer shall not subcontract any of the work or services over which the Guild has jurisdiction hereunder to anyone during the term of this Agreement, except to an Employer who employs Employees in categories covered by this Agreement under wages and economic benefits comparable to this Agreement or other DGA Agreements.

- (B) In the event a Producer (hereinafter "Primary Producer") subcontracts to any signatory Producer (hereinafter "Secondary Producer") any of the work or services over which the Guild has jurisdiction hereunder, all monies received by the Secondary Producer for the performance of Guild work or services shall be subject to the contributions called for in this Agreement regarding Pension and Health Plans and Training Trust Funds. The Primary Producer shall submit directly to the respective Plans the above mentioned Pension, Health and Training Trust contributions.
- (C) In no event shall subcontracting release the Primary Producer from the responsibility to provide and maintain the minimum terms and conditions called for in this Agreement.
- (D) When formal negotiations following a commitment for employment are conducted in the United States under the auspices of the Producer for the employment of a Director, UPM, 1st AD or 2nd AD by a non-signatory producer, then Producer shall promptly notify the Guild of such negotiations.

7-105

PRODUCERS BOUND BY THIS AGREEMENT

- (A) This Agreement shall be binding upon the Producer signatory hereto, upon its non-signatory subsidiaries and affiliates engaged in the production of television commercials and upon all parties who, by reason of mergers, consolidation, reorganization, sale, assignment or the like, or by operation of law, shall succeed to become entitled to a substantial part of the business of the signatory Producer.
- (B) When a non-signatory producer contracts with a signatory Producer to finance or produce a television commercial and the signatory Producer fails to give notice to the Guild within ten (10) days, excluding Saturdays, Sundays or holidays, after the opening of the production account for such television commercial, that it is not to be covered by this Agreement, then the signatory Producer shall be obligated hereunder with respect to that commercial.

7-106 LATE PAYMENTS/BOND

To secure payment in full of wages and pension and health contributions, The Guild may, in its reasonable discretion, whenever it considers that a signatory Producer has not adequately established its ability to meet its financial obligations, require that a performance bond be posted in an amount sufficient for that purpose. If required, such performance bond shall cover not only obligations for wages and pension and health contributions, but also a reasonable amount for counsel fees and other litigation expenses which might be incurred in the event the default of the signatory makes it necessary to institute suit for recovery. In the alternative, the Guild may, in its reasonable discretion, require a signatory Producer to provide a payroll guarantee for the scheduled number of shoot days to a recognized payroll company.

7-107 CONFORMITY TO LAW- SAVING CLAUSE

- (A) If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced, or performed except to the extent permitted by law. If at any time thereafter such provision, or its enforcement, or performance, shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law.
- (B) If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

7-108 NO DISCRIMINATION

In accordance with applicable federal, state and local law, neither the Producer nor the Guild will discriminate on the basis of race, sex, sexual orientation, religion, color, national origin, physical handicap or Guild membership against any Employee or person qualified for employment under the term of this Agreement.

7-109 MINIMUM TERMS AND CONDITIONS

Nothing in this Agreement shall prevent any member of the bargaining unit from negotiating with and obtaining from the Producer better conditions and/or terms of employment than those provided for in this Agreement. The terms herein provided are minimum and not maximum.

7-110

MANAGEMENT RIGHTS

- (A) The supervision of the working force, the right to employ, hire, suspend, discharge, layoff, etc. is vested exclusively in the Producer provided, however, that such authority will not be used to derogate from or impair the rights of Directors as set forth in this Agreement.
- (B) Subject to the limitations contained herein, the Guild recognizes that the Producer has the responsibility to control the operations of his/her company, to determine the number of Directors required, the locations of production, the sources, materials and supplies and the dispositions of its productions, and that all rights of management are reserved to and retained by the Producer.

7-111

NON-COMMERCIAL PRODUCTIONS

- (A) The terms and conditions of employment for paragraphs (i) and (ii) below shall be governed by the DGA Basic Agreement and when productions in these categories are made, the Producer, with respect thereto shall be bound in all respects by said Basic Agreement.
 - i. The direction of feature motion pictures, or TV motion pictures, or other motion pictures expressly made or used for entertainment purposes shall herein be referred to as "theatrical or television motion pictures."
 - ii. The direction of any non-fiction motion picture or motion picture segment of a news or informational nature (i.e., not intended primarily as entertainment), which has a narrative sequence, whether planned or photographed at random - whether sound or silent - whether or not scripted - whether containing stock footage or footage shot by others, so long as it is assembled for telecast, shall herein be known and referred to as "Non-Fiction Television Production."
- (B) The terms and conditions of employment for paragraphs (i) and (ii) below, shall be governed by the DGA Industrial and Government Supplement of 2009 (see Exhibit D) When a production in these categories is made, the Producer, with respect to such production, may elect to be bound in all respects by said Supplement by signing and providing a copy of Exhibit D to the Guild prior to the start of production.

- i. The direction of all plotted and/or scripted, staged or dramatic situations, sound or silent, but not intended for theatrical or TV release, and known in the industry as industrial, sales or any other sponsored motion picture shall herein be referred to as “Non-Theatrical Production.”
- ii. Government, Non-scripted, Documentary and Classroom Productions. This category shall include:
 - (1) The direction of material which requires no staging of scripted and/or plotted situations, but recording existing actions or processes which are normally in progress, known in the motion picture industry as “nuts and bolts.”
 - (2) Any motion picture which is produced for any government agency or any branch of the Armed Services.
 - (3) Any production of a non-theatrical nature for use in schools and not intended for TV or theatrical release and not carrying any trademark, logo or any sponsor’s message or identification whatsoever.

AICP Companies: see Paragraph 6 (B) of the AICP Sideletter.

7-112 EMPLOYMENT OF ASSOCIATE DIRECTORS

In the event a Producer employs an Associate Director on a commercial, such Employee shall receive the applicable minimum salary for a twelve hour day as set forth in Article 10, Part 2, Article A of the DGA Freelance Live and Tape Television Agreement. All other terms and conditions of employment shall be the terms and conditions applicable to ADs hereunder.

7-113 STUDY COMMITTEE

The parties shall form a study committee composed of an equal number of representatives of the AICP and the DGA (not to exceed 8) to study criteria and guidelines in light of industry and OSHA safety standards for use in the television commercial production industry.

7-114 PRODUCTION SERVICES

The Guild shall give good faith consideration to an Employer's request to provide production services, as that term is commonly understood in the commercial industry, to non-signatory foreign production companies producing commercials intended solely for foreign markets outside the United States and Canada. In such situations, the Employer shall employ First and Second Assistant Directors as set forth in this Agreement.

7-115 NON-DISCLOSURE STATEMENTS

Employees may be required to sign a Non-Disclosure Agreement which may require the Employee to keep in confidence the substance and content of the production and may include a limitation on the use of cell phones and cameras on set. Such Agreements shall be for the exclusive purpose of ensuring confidentiality, and shall neither limit an Employee's ability to perform covered duties, nor grant any party the right to utilize the Employees voice, likeness, actions and statements in any audio, video, or photographic display or other recording.

Nothing herein shall preclude any party from contracting separately with an Employee for the right to utilize his or her voice, likeness, actions and statements in audio, video, or photographic displays or other recordings.