

ARTICLE 11.

PENSION AND HEALTH AND WELFARE

SECTION A. PENSION

1. The Company shall contribute to the Directors Guild of America – Producer Pension Plan five and one-half percent (5½%) of the gross compensation, including residuals and foreign use payments, of Directors, Associate Directors and Stage Managers.[†] For purposes of computing such Company contribution in connection with any television tape, and except as provided below with respect to television pilots less than ninety (90) minutes in length and “daytime serials,” gross compensation shall not include sums in excess of the greater of the following: (i) the aggregate of two and one-half (2½) times the applicable minimum initial compensation under this Agreement; or (ii) the initial compensation agreed upon in the individual Employee's contract. For television pilots, gross compensation shall not include sums in excess of \$170,000 for a television pilot thirty (30) minutes or less, or \$225,000 for a television pilot over thirty (30) minutes but less than ninety (90) minutes. In no event shall the gross compensation for Directors of “daytime serials” (those employed under Article 6.D.1.) exceed \$350,000 per Company per calendar year.
2. Each Employee shall also contribute to the aforesaid pension trust fund two and one-half percent (2½%) of the amount used as the basis for computing the Company's five and one-half percent (5½%) contribution, and such amount shall be deducted by the Company from his or her compensation and paid directly to the pension trust fund on his or her behalf.

[†] During the 2014 negotiations, the parties agreed the DGA would have the right to divert to the minimum salary increases the one-half percent (0.5%) pension contribution rate increase by giving notice thereof to the AMPTP not less than five (5) months prior to July 1, 2014. The DGA provided such notice; as a result, the Pension Plan contribution rate remains at five and one-half percent (5.5%) during the term of the 2014 FLTTA, and the minimum salary rates for the period July 1, 2014 through June 30, 2015 increase by an additional one-half percent (0.5%) effective July 1, 2014.

3. The contributions described above shall be transmitted directly to the Trustees of the Pension Plan according to Plan requirements.
4. Upon signing this Agreement, the Company acknowledges that it has received a copy of and is familiar with the provisions, terms and conditions of the Directors Guild of America–Producer Pension Plan Trust Agreement.
5. By the execution and delivery of this Agreement, the Company agrees to become a party to said Trust Agreement and bound by the terms and provisions thereof as now in effect or hereafter amended.

SECTION B. HEALTH AND WELFARE

1. The Company shall contribute to the Directors Guild of America–Producer Health and Welfare Plan ten and one-half percent (10.5%) of the gross compensation, including residuals and foreign use payments for Directors, Associate Directors and Stage Managers, or five dollars (\$5.00) per day, whichever is greater. For purposes of computing such Company contribution in connection with any television tape, and except as provided below with respect to television pilots less than ninety (90) minutes in length and “daytime serials,” gross compensation shall not include sums in excess of the greater of the following: (i) the aggregate of two and one-half (2½) times the applicable minimum initial compensation under this Agreement; or (ii) the initial compensation agreed upon in the individual Employee's contract. For television pilots, gross compensation shall not include sums in excess of \$170,000 for a television pilot thirty (30) minutes or less in length, or \$225,000 for a television pilot over thirty (30) minutes in length but less than ninety (90) minutes. In no event shall the gross compensation for Directors of ‘daytime serials’ (those employed under Article 6.D.1.) exceed \$350,000 per Company per calendar year.

Notwithstanding any provision of this Article 11 to the contrary, the Company shall contribute to the Directors Guild of America–Producer Health and Welfare Plan fourteen and one-half percent (14.5%) of the vacation pay, as defined in Article 10, Part 3, Section D. of this Agreement, for Associate Directors and Stage Managers employed hereunder.

2. The contributions described herein shall be transmitted directly to the Trustees of the Health and Welfare Plan according to Plan requirements.
3. Upon signing this Agreement, the Company acknowledges that it has received a copy of and is familiar with the provisions, terms and conditions of the Directors Guild of America – Producer Health and Welfare Plan Trust Agreement.
4. By the execution and delivery of this Agreement, the Company agrees to become a party to said Trust Agreement and bound by the terms and provisions thereof as now in effect or hereafter amended.