

ARTICLE 9.

GENERAL CONDITIONS

SECTION A.

1. When a television program is transmitted via radio, the Employer shall pay the Director additional compensation in the amount of two percent (2%) of "Employer's gross" derived from the distribution of the program for such transmission. "Employer's gross" shall have the same meaning as set forth in Article 24, Section C.2. No separate payment shall be due if the program is subsequently made available via a "podcast." For the purpose of this provision, a "podcast" is defined as an audio file made available via a computer, tablet, mobile or other device.

When the "Employer's gross" derived from such transmission is received from a related or affiliated entity that acts as the Distributor or exhibitor of the program, then the "Employer's gross" received by the Employer from the licensing of such rights shall be measured by the Distributor/exhibitor's payments to unrelated and unaffiliated entities in arms' length transactions for comparable programs, or, if none, then the amounts received by the Employer from unrelated and unaffiliated Distributors/exhibitors in arms' length transactions for comparable programs or series, or, if none, a comparable Distributor/exhibitor's payments to comparable unrelated and unaffiliated entities in arms' length transactions for comparable programs or series.

2. A Director shall not be denied his or her compensation for the original broadcast, live repeat broadcast or pre-recording of a television program by reason of the failure to broadcast or pre-record such program due to preemption.
3. Sustaining rates shall be seventy-five percent (75%) of commercial rates. Sustaining rates shall not be applicable to prime time programs.

4. Offset of Overscale Compensation

- (a) Overscale cannot be used to credit or offset, in any manner, any payments required to be made to the Director. The only exception to this credit or offset prohibition is the right of the Employer to negotiate with the Director to credit or offset residuals against monies in excess of two hundred percent (200%) of scale. Residuals cannot otherwise be prepaid. Any prepayment must be specifically set forth in the deal memorandum in the specific dollar amounts to be credited or offset. The foregoing restrictions shall not apply to contracts of employment entered into on or before July 1, 1981 as to which the provisions of the 1978 Agreement shall apply.

The restrictions in the paragraph above shall not apply to news, sports and public affairs programs as to which compensation in excess of the applicable basic minimum compensation may be offset against other monies which may become due to the Director; provided that the Company and the Director have agreed in advance to such offset (and have set forth such agreement in the deal memorandum provided for in Article 14 hereof).

The provisions of Article 29, Section C., Paragraph 3. apply to Directors of programs covered under Article 29 of this Agreement in lieu of the provisions of this Paragraph 4.

- (b) The Company may credit or offset excerpt fees and/or the director's share of compilation program fees against monies in excess of two hundred percent (200%) of scale for directors of "all other" programs produced for broadcast five (5) times per week and directors of strip variety programs (other than those regularly broadcast in the 11:30 p.m. - 12:30 a.m. time period EST/EDT or PST/PDT (one hour earlier in the Central and Mountain Time Zones). The Company shall specify the amount set aside for that purpose in the director's deal memorandum.

5. No reuse compensation shall be payable for additional showing(s) of a recorded closed circuit program, as the term is understood in the

broadcasting industry, as a closed circuit program or for non-broadcast presentations.

6. Replacement of Director

In the event the Company removes a Director from a program to which he or she has been assigned, such Director cannot be replaced by a person who was initially assigned to such program to perform duties not covered by an Agreement between the Company and the Guild. This paragraph shall not apply to emergency situations or to situations in which the Director has disqualified himself or herself from carrying out his or her assigned duties.

In the event of a change or substitution of a Director on a prime time dramatic program, 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.

7. In the case of any controversy as to allocations of residual payment, the amount allocable to each Director shall be resolved by the Guild and each individual Director involved shall be bound thereby.

8. Replacement of Director Who Furnished Material

If a Director is employed under a contract concurrently entered into with another contract in which a teleplay or other literary or underlying material for the tape production, written or controlled by the Director is acquired by the Employer and, if under such directing contract, the Employer reserves the right in a "pay-or-play" provision not actually to utilize the Director's services on the tape production, in whole or in part, then the Employer will expressly refer to such right in the deal memorandum it delivers under this Agreement prior to commencement of the Director's services and, further, will provide in said memorandum for an additional negotiated sum to be paid to the Director in the event that the Employer does exercise its pay-or-play right.

9. Payment to and Mitigation by Discharged Director

If a Director is removed from a tape production, the Employer shall forthwith deliver to the Guild for the Director all remaining unpaid non-deferred, non-contingent compensation as provided by such agreement. If the Employer disputes its obligation to pay said compensation to the Director, the amount in dispute shall be deposited with a mutually acceptable bank or other third party or a bank or other third party designated by an arbitrator. Such escrow agent shall distribute the amount deposited, together with interest accumulated, if any, according to the provisions of any settlement agreement or, if the dispute is not settled, according to the award of an arbitrator or judgment of a court of law.

If the Director is employed by third parties during the remaining period during which the Director was guaranteed employment in the tape production, Employer shall be entitled to an offset of the compensation arising from such new employment for such remaining portion of the guaranteed period against the compensation remaining unpaid under the earlier agreement. Under the described circumstances, the Guild guarantees repayment from the Director to the extent herein provided. Employer agrees that the Director shall have no obligation to mitigate damages arising from his or her removal and that the only obligation of the Director in such event will be to repay or offset sums as herein set forth if the Director, in his or her sole discretion, actually accepts employment during the remaining guaranteed period of the tape production.

10. Development Services

If a Director, at the request of an Employer, renders services in supervising development of a teleplay (as distinguished from reviewing or commenting upon a completed or substantially-completed teleplay) for a prime time dramatic program of ninety (90) minutes or longer, with the option to direct, and if such option is not

exercised or if he or she is replaced or the production is abandoned, he or she shall receive a minimum of \$41,164 (\$42,193 effective July 1, 2018 and \$43,248 effective July 1, 2019) at the time a television program based on such teleplay is produced, if at all, provided one or more of the writers supervised by such Director in development is accorded writing credit and, provided further, the Company realizes revenues from the production. Payments made to the Director in connection with development shall apply towards the minimum of \$41,164 (\$42,193 effective July 1, 2018 and \$43,248 effective July 1, 2019).

11. Holidays

Directors assigned to prime time dramatic programs shall receive additional compensation equivalent to an additional one-half ($\frac{1}{2}$) of the Director's actual *pro rata* daily salary if work is performed at the Employer's direction on any of the following holidays:

New Year's Day
Presidents' Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

If a holiday is not worked, but falls within a week assignment, the Company shall pay the Director his or her salary for such day. If any of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday. If any of the above holidays falls on Sunday, the following Monday shall be considered the holiday. The foregoing shall not apply to Saturday or Sunday holidays occurring in distant location workweeks; in such cases, the holiday shall remain unchanged.

If the Employer in its basic film collective bargaining agreements with SAG-AFTRA, the Writers Guild or IATSE hereafter grants any new holiday, the same holiday shall be deemed included hereunder.

12. Suspension and Termination of Directors

- (a) Except as expressly provided in this Article, the provisions of this Agreement with reference to the obligation of the Employer to furnish employment for the respective included days specified, or to provide for payment of salary in aggregate amounts herein specified, shall, of course, be subject to any and all rights of suspension and/or termination which the Employer may have by contract or otherwise in the event of any incapacity or default of the Director or, in the case of any interference, suspension or postponement of production by reason of strikes, acts of God, governmental action, regulations or decrees, casualties or any other causes provided for in the so-called "force majeure" clause of such Director's contract of employment or the force majeure provisions of this Agreement. No suspension or termination of Director's services shall be permitted or effected by Employer under such force majeure clause or provisions unless the entire cast is likewise suspended or terminated, as the case may be.

Subject to such rights of suspension and/or termination, the obligation of the Employer upon entering into a contract for the employment of a freelance Director to furnish employment during any of the foregoing included days of employment shall be wholly satisfied by the payment of the agreed salary for the applicable minimum period. With respect to programs of sixty-one (61) minutes or more in length, the illness or incapacity for one (1) week or less of a member of the cast or any other person in connection with the program shall not be considered "force majeure." With respect to programs under sixty-one (61) minutes in length, if the Director is suspended by reason of illness or incapacity of a member of the cast or any other person connected with the program, then the Director may forthwith terminate the employment, but if such termination occurs, the Employer may thereafter employ the same or another Director to fulfill the remaining portion of the

guaranteed period of employment. The Employer further agrees that if, despite such suspension, the star of the program is paid in whole or in part with respect to such program, then the Director will be paid in the same *pro rata* amount as the star is paid. The foregoing provision shall not apply to the continuation of payments to a term performer who is carried by the Employer under the provisions of a term contract.

- (b) After the expiration of the period of suspension mentioned above, the Employer may not again suspend the Director for the same cause during the further continuance of the same cause of suspension, but if, after the termination of such cause, there is a new occurrence of the same or any other cause of suspension, the Employer may again exercise its rights under said "force majeure" clause.
- (c) If the production of the program is cancelled and the Director is terminated due to such a "force majeure," then, in the event the production of such program is recommenced within six (6) months, the Director, subject to his availability, shall be offered reinstatement for the balance of his previous employment agreement to direct the program in accordance with the terms of such previous employment agreement, and such offer shall immediately be accepted in writing by the Director within forty-eight (48) hours after the offer is received and, if not, the offer shall be deemed to be rejected.
- (d) The provisions of this Paragraph 12. shall not apply to contracts of employment entered into on or before the July 1, 1981, as to which the 1978 Agreement shall apply.

13. Office and Parking

- (a) When the Employer is the owner or long-term lessee of a studio facility containing office space, the Employer will, if so requested, provide the Director of a prime time entertainment program or series or who is performing services at such facility with a private office at the studio.

- (b) When the Director of a prime time entertainment program or series is performing services for Employer at a facility which is leased by Employer for the production of such program or series, the Employer will use its best efforts to comply with subparagraph (a) above.
 - (c) On distant location where private facilities are provided to others on the set or immediately adjacent thereto, a private facility shall also be provided the Director on the set or immediately adjacent thereto.
 - (d) For purposes of subparagraphs (a) and (b), an "office" shall be a room with a door which can be shut, adequate ventilation, a telephone, a desk and desk chair, room for no less than two (2) additional persons and good lighting. Sanitary facilities shall be in a reasonable proximity to said office. It is understood that at certain facilities the "office" may be a private dressing room or trailer which does not contain every one of the listed criteria, but such dressing room or trailer must be adequate to meet the Director's reasonable requirements.
 - (e) In those situations in which the Director utilizes an office in his or her home in connection with an employment agreement with the Employer, such utilization by the Director shall be deemed to be at the request of and for the convenience of the Employer. Employer acknowledges that Directors are frequently required to perform services hereunder at their homes.
 - (f) Employer shall use its best efforts to provide reasonable parking space for Directors at no charge while they are rendering services at major film lots or other facilities with comparable parking facilities in production, pre-production and post-production covered by this Agreement.
14. No images or sounds may be transmitted electronically from the stage or control booth without first informing the Director. Any instances of non-disclosed transmission shall be presented to the Creative Rights Standing Committee. The Employer shall use its best efforts to identify those places or persons that have access to such transmissions.

15. Change in Workweek

The provisions of Article 10, Part 2, Section D.12. shall also apply to Directors.

16. Directors' Holiday Hiatus

Notwithstanding the foregoing, if any 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 Paragraph 11 of this Article 9, Section A.

SECTION B.

The following conditions apply to all Employees: Directors, Associate Directors and Stage Managers.

1. Expenses

- (a) On all remote and distant location assignments, the Company will pay all traveling and living expenses, and, if the assignment is overnight, the Company will provide first class hotel accommodations, one to a room.
- (b) Coach class air travel shall be permissible for domestic flights of less than 1,000 air miles when the flight is non-stop from departure point to final destination, provided that the Employer

must provide elevated coach class travel (*e.g.*, Economy Plus, Extended Leg Room, etc.), when available. In addition, flights between Los Angeles and Vancouver and flights that are less than 1,000 miles between the United States and Vancouver or the United States and Toronto may be coach class.

Baggage fees and in-flight meals for coach class air travel shall be reimbursed, provided that a request for reimbursement with appropriate receipts is submitted within thirty (30) days after the flight.

- (c) All other flights shall be business class when available and, if not available, first class.
- (d) If an Employee covered under this Agreement is traveling on the same flight as another employee employed on the same production by the same Employer and the other employee is entitled to travel in a higher class of transportation pursuant to the minimum terms of the collective bargaining agreement under which he/she is employed, then the Employee covered under this Agreement shall be upgraded to the same class of transportation as is afforded to the other employee.
- (e) Travel other than by air shall be first class.
- (f) On all remote assignments, the Employer will provide meals.

2. Use of Automobile

- (a) It is not mandatory that Employees use their own automobiles. An Employee who consents to a request by the Company to use his or her own automobile on Company business shall not be required to carry passengers or equipment. The Employee shall be compensated at the rate of thirty cents (\$.30) per mile for the travel necessitated, plus tolls and reasonable parking expenses. If the Employer in its Basic Agreement with the I.A.T.S.E. hereafter increases the mileage expense rate, the same rate increase shall be deemed included hereunder.

- (b) Any damage to the Employee's car during such use shall be paid for by the Company to the extent that the Employee is not otherwise compensated. The Company shall also indemnify and hold the Employee harmless from all claims resulting from the use of his or her automobile.
- 3. When the Associate Director (Stage Manager) duties set forth herein are required to be performed at a facility (which is being used for the production of a program) pursuant to a previously existing collective bargaining agreement which mandates that such Associate Director (Stage Manager) duties must be exclusively performed by members of the bargaining unit covered by such previously-existing agreement, then the Company shall not be required to assign an Associate Director (Stage Manager). Except as limited by the foregoing or by applicable law, no Guild member employed in a Guild category shall be required to work with any non-Guild Director, non-Guild Associate Director or non-Guild Stage Manager.
- 4. Employees covered hereby will be paid for their services within ten (10) days after completion of their services, except when there is a delay in the completion of the editing of such commercial or pre-recorded program.
 - (a) The Director shall be paid not less than ninety percent (90%) of his or her fee by the end of such ten (10) days, and the remainder after the completion of the editing of such commercial or program, but in no event later than four (4) weeks after the completion of the recording of the commercial or program.
 - (b) An employee shall be paid his or her salary on Thursday for services rendered in the preceding calendar week.

If Company fails to pay initial compensation when due under this Agreement, interest at the rate of ten percent (10%) per annum shall accrue for a thirty (30) day period after payment is due. Thereafter, if the Guild provides written notice of delinquency and Company fails to remit payment, interest at the rate of eighteen percent (18%) per annum shall accrue until

payment is made. If written notice is not given, no further late payment charges shall accrue.

If the Company has failed to make such payment because the executed contract was not delivered by the Employee to the Company, or because of a *bona fide* dispute as to the amount due, then no such interest is due. If the contract is not so delivered by the Employee because of a dispute as to the terms of the contract and the Company shall be held to be wrong, or if the *bona fide* dispute is resolved in favor of the Employee, the foregoing interest payments shall be applicable.

5. (a) All fees and compensation set forth in this Agreement are minimum. Fees and compensation in excess of minimum shall be the subject of individual negotiation between the Company and the individual Director, Associate Director or Stage Manager concerned.
- (b) In the event that any Director, Associate Director or Stage Manager is not presently receiving the applicable minimum fees and compensation as set forth in this Agreement, his or her fees and compensation shall be increased at least to such minimum effective as of the date of this Agreement.

6. Travel Insurance

Employer will provide a minimum coverage of \$200,000 of accidental death insurance to any Employee while required by Employer to travel by means of transportation furnished by Employer, other than by air, during Employee's assignment. In the event Employee is required to travel by air, then Employer will provide a minimum of \$250,000 of accidental death insurance for each Employee so required to travel by air, and \$350,000 of such accidental death insurance for each Employee in cases in which Employee is required to fly under the following circumstances:

- (a) In all flights by conventional aircraft involving concurrent movement of seven (7) persons or less employed by Employer in which the Employee participates; and

- (b) In all cases in which Employee is required to fly in a helicopter or in which the flight is in connection with the production of a program (other than ordinary travel to and from location, or other general travel) such as lining up the shots, rehearsals, photography or scouting for locations.

In connection with transportation of Employees by air, Employer shall only use aircraft certified by proper governmental authority for the purpose for which it is to be used and such aircraft shall only be flown by appropriate licensed pilots. If a twin engine aircraft is reasonably available when it is required, Employer will use reasonable efforts to utilize the same if it is appropriate for the purpose.

In the event Employer is unable to provide the coverage stated above through Employer's insurance carrier, Employee shall be informed of this fact no later than arrival at the airport of departure. Employer shall reimburse the Employee with the cost of the premium paid by the Employee in order to obtain such coverage when Employee presents proper receipts.

Employer shall cover each employee engaging in underwater work with \$250,000 of accidental death insurance.

- 7. When weather conditions warrant, the Company will supply to the Directors, Associate Directors and Stage Managers proper weather gear (apparel).

- 8. Underwater Work Allowance

When an Employee, at the direction of the Employer: (i) performs diving using a diving mask, air helmet or diving suit, including skin-diving in water ten (10) feet or more in depth, or (ii) descends in a submarine or diving bell, the Employee shall receive an allowance of \$175 (\$180 effective July 1, 2018) per such dive.

- 9. Aircraft Flight Pay

When an Employee is required to, and performs his or her regular, assigned duties, in connection with the actual recording of program

material, either: (i) while flying in a helicopter, or (ii) in an aircraft of a type not normally used for passenger travel, or on a special flight involving hazardous flying conditions, the Employee shall receive an allowance of \$175 (\$180 effective July 1, 2018) per flight.

As to both subparagraphs 8. and 9. of the foregoing provisions, the Guild will cooperate with the Company to avoid payments for unreasonable claims -- *e.g.*, claims for separate payments in the course of one (1) assignment for each time a diver surfaces, or each time an aircraft or helicopter makes a landing.

10. The Company will make available, at Guild's request, evidence of insurance coverage required hereunder.

11. Hold Harmless

The Employer shall save the Director, Associate Director and Stage Manager, as the case may be, harmless from liability and necessary costs, including by providing the Employee a legal defense or, at the Employer's discretion, by the payment of reasonable attorneys' fees, resulting from any claim of injury to or loss or damage suffered by any person, including any member of the cast or crew or any bystander, occurring in the performance of his or her duties, within the scope of his or her employment, during the production of a tape in which he or she renders services to the Employer as a Director, Associate Director or Stage Manager, as the case may be; provided, however, and subject to the conditions that:

- (a) This Paragraph 11. 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, Associate Director or Stage Manager, as the case may be;
- (b) Immediately upon such Director, Associate Director or Stage Manager, as the case may be, or his or her representative being informed of any claim or litigation, he or she shall notify the Employer thereof and deliver to the Employer every demand, notice, summons, complaint or other process received by him or her or his or her representative; and

- (c) The Director, Associate Director or Stage Manager, 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.
- (d) Employer agrees that it will arrange to have each Employee who renders services to Employer under this Agreement named or covered as an insured or an additional insured under its Errors and Omissions (Producer's liability) Insurance.
- (e) The Employer shall obtain and keep in force during the term of employment of any Employee insurance coverage insuring the Employee against any liability arising out of the performance by the Employee, in the course and scope of his/her employment under this Agreement, under the direction and control of the Employer. Such insurance shall be in the amount of not less than \$2,000,000 for injury to or death of one (1) person in any one (1) accident or occurrence and in an amount not less than \$4,000,000 for injury to or death of more than one (1) person in any one (1) accident or occurrence. Such insurance shall further insure the Employee against liability for property damage of at least \$500,000. The foregoing insurance coverage may be satisfied by a combination of primary and excess insurance policies. Upon request of the Employee or the Guild, Employer shall provide evidence of such insurance coverage.

12. Agreement Binding On Whom

Consistent with and subject to the provisions of Article 1, Section B., this Agreement is applicable to all live and tape programs produced anywhere in the world by signatories or subsidiaries in which signatories have fifty percent (50%) or more financial interest.

13. Borrowing an Employee's services through a loan-out company will not in any manner deprive the Employee of any benefits of this Agreement to which the Employee would have been entitled had he or she been employed directly by the Employer; provided that the Employer (as distinguished from the loan-out company) shall be responsible for such benefits only to the extent that they are within

the control of the Employer. Such benefits to which the Employee is entitled from the Employer shall include, but not be limited to, credits, residuals, Completion of Assignment Pay, unworked holiday pay, vacation pay and aircraft flight or underwater work allowances.

With respect to compensation and other payments which may be due under this Agreement, the Employer shall pay the loan-out company or the Employee at least minimum, but is not responsible for payment by the loan-out company to the Employee. With respect to grievance and arbitration, claims by the loan-out company against the Employer for unpaid compensation for services under the loan-out agreement shall be subject to grievance and arbitration to the same extent as though the transaction had been an employment contract.

The term "loan-out company," for the purpose of this Agreement, means a company which is controlled by the Employee.

In the event the Employer borrows an Employee whose employment (had he or she been employed by the Employer) would have been covered by this Agreement, whether from a domestic or foreign company, the Employer shall, within ten (10) days after the deal is agreed upon covering the loan-out transaction, give written notice to the Guild thereof including the name of the lending company.

14. Assumed Obligations

Employer shall not be responsible for breach by a third party of obligations assumed by such third parties under provisions hereof except as otherwise herein provided.

15. Morals Clause

Employer agrees that it shall not include or enforce a so-called "Morals Clause," as that term is commonly understood in the motion picture and television industries, in any contract of employment or deal memo for the services of an Employee.

16. Delegation of Authority

Employer agrees that it will not delegate to any licensee the right to approve the choice or dismissal of Employees engaged in connection with television programs two (2) hours or less in length other than pilots.

17. Subcontracting

Employer agrees that in connection with the production of programs in which it owns the basic underlying property rights, it will not subcontract work to third parties for the purpose of evading its obligations under this Agreement. This provision shall not be construed in any way as to constitute an unlawful prohibition on the right of the Employer to contract. To the extent of any inconsistency between the terms hereof and any applicable law, the terms of such law shall control.

18. Significance of Titles and Sub-Titles

The headings of Articles, Sections and other subdivisions hereof are inserted only for the purpose of convenient reference, and it is recognized that they may not adequately nor completely describe the contents of the provisions that they head. Such headings shall not be deemed to govern, enlarge, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part or portion thereof.

19. Guild Access to Premises

During hours when an Employee covered under this Agreement is working, Employer shall admit officially-designated representatives of the Guild to its pre-production, production and post-production facilities where such Employee is working, for the purpose of transacting any business relative to this Agreement or a personal service agreement or deal memo of such Employee. If Employer has a practice of issuing passes, Employer shall, upon receipt of written designation by the Guild, issue the appropriate passes to authorized Guild staff representatives.

20. Proof of Performance

Except as may otherwise be agreed in writing by the Guild and the AMPTP, the Guild, prior to the commencement of principal photography of a motion picture on which one or more Employees covered by this Agreement are employed, may require that the Company provide the Guild with a security interest in the motion picture and those rights necessary for the distribution of said picture for the purpose of securing Residuals, as that term is used in Article 30 of this Agreement, which are or may become due with respect to said motion picture. Before foreclosing on any security interest, the Guild shall notify the Company and Distributor of the default and advise the Company of its right to cure same within thirty (30) days.

21. Waiver of New York Earned Sick Time Act and Similar Laws

The DGA expressly waives, to the full extent permitted by law, the application of the following to all Employees employed under this Agreement: the New York City Earned Sick Time Act of 2013; Section 1-24-045 of the Municipal Code of Chicago; the San Francisco Paid Sick Leave Ordinance (San Francisco Administrative Code Section 12W); the Paid Sick Leave Ordinance of Berkeley, California (Municipal Code Chapter 13.100); all requirements pertaining to "paid sick leave" in Chapter 37 of Title 5 of the Municipal Code of Emeryville, California (including, but not limited to, Chapter 37.0.1.e), 37.03, 37.07.a)1)B.ii. and 37.07.f)); the Oakland Sick Leave Law (Municipal Code Section 5.92.030.); Chapter 4.62.025 of the Santa Monica Municipal Code (enacted by Ordinance No. 2509); the Seattle Paid Sick and Safe Time Ordinance (Ordinance No. 123698); Chapter 18.10 of Title 18 of the Municipal Code of the City of Tacoma, Washington (enacted by Ordinance No. 28275); Article 8.1 of Title 23, Chapter 2 of the Arizona Revised Statutes; Chapter 160 of the Ordinances of the Township of Bloomfield, New Jersey (enacted by Ordinance No. 15-10); the Paid Sick Time for Private Employees Ordinance of East Orange, New Jersey (Ordinance No. 21-2014; East Orange Code Chapter 140, Section 1 *et seq.*); the Paid Sick Time Law of Jersey City, New Jersey (Chapter 4 of the Jersey City Municipal Code); Chapter 8.56 of the Revised General Ordinances of the City of New Brunswick, New Jersey; Chapter 8, Article 5 of the Municipal Code of the City of

Plainfield, New Jersey; the Sick Leave for Private Employees Ordinances of Elizabeth, New Jersey (Ordinance No. 4617); Irvington, New Jersey (Ordinance No. MC-3513); Montclair, New Jersey; Morristown, New Jersey (Ordinance No. O-35-2016); Newark, New Jersey (City Ordinance 13-2010); Passaic, New Jersey (Ordinance No. 1998-14); Paterson, New Jersey (Paterson Code Chapter 412) and Trenton, New Jersey (Ordinance No. 14-45); and any other ordinance, statute or law requiring paid sick leave that is hereafter enacted. It is understood that the DGA and the AMPTP shall memorialize any such waiver for any newly-enacted law by letter agreement.

22. California Sick Leave

- (a) Accrual. Commencing July 1, 2017, eligible Employees (as described in subparagraph (b) below) shall accrue one (1) hour of paid sick leave for every thirty (30) hours worked in California for the Employer, up to a maximum of forty-eight (48) hours or six (6) days. Employees are deemed to work forty (40) hours per week if they work on a weekly basis or eight (8) hours per day if they are employed on a daily basis or work for a partial workweek. (In lieu of the foregoing hourly accrual of paid sick leave, and provided that advance notice is given to the Employee, an Employer may elect to provide Employees, upon their eligibility to use sick leave as provided below (*i.e.*, upon working thirty (30) days in California for the Employer within a one (1) year period and after their ninetieth (90th) day of employment in California with the Employer (based on days worked or guaranteed)), with a bank of twenty-four (24) hours or three (3) days of sick leave at the beginning of each year, such year to be measured, as designated by the Employer, as either a calendar year or starting from the Employee's anniversary date. Under this elected option, such banked sick leave days may not be carried over to the following year.) An Employee shall not forfeit sick leave earned during employment with the Employer before July 1, 2017; however, such sick leave shall be counted towards the maximum accrued sick leave set forth above. Nothing herein alters the administration of any sick leave accrued before July 1, 2017.

- (b) To be eligible to accrue paid sick leave, the Employee must have worked for the Employer for at least thirty (30) days in California within a one (1) year period, such year to be measured, as designated by the Employer, as either a calendar year or starting from the Employee's anniversary date. Sick leave may be used in minimum increments of four (4) hours upon oral or written request after the eligible Employee has been employed by the Employer in California for ninety (90) days (based on days worked or guaranteed), such period to be measured, as designated by the Employer, as either a calendar year or starting from the Employee's anniversary date. Reasonable advance notification of the need for sick leave is required if the use is foreseeable; otherwise, notice is required as soon as practicable. Sick days accrued on an hourly basis shall carry over to the following year of employment; however, the Employer may limit the use of such accrued time to no more than twenty-four (24) hours or three (3) days during each year of employment as defined by the Employer in advance.
- (c) For Employees employed on a daily or weekly basis, a day of sick leave pay shall be equal to one-fifth (1/5th) of the Employee's minimum weekly rate or one-seventh (1/7th) of the Employee's minimum weekly rate on distant location, as applicable (or fifty percent (50%) thereof for a four (4) hour increment of sick leave taken).

Replacements may be hired on a *pro rata* daily basis regardless of any contrary provision in this Agreement. The Employee shall not be required to find a replacement as a condition of exercising his right to paid sick leave.

- (d) Sick leave may be taken for the diagnosis, care or treatment of an existing health condition of, or preventive care for, the Employee or the Employee's "family member."⁵ Sick leave also

⁵ "Family member" means any of the following: (1) a biological, adopted or foster child, stepchild, legal ward or a child to whom the Employee stands *in loco parentis*; (2) a biological, adoptive or foster parent, stepparent or legal guardian of the Employee or the Employee's spouse or registered domestic partner or a person who stood *in loco parentis* when the Employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) a grandparent; (6) a grandchild; or (7) a sibling.

may be taken by an Employee who is a victim of domestic violence, sexual assault or stalking.

- (e) Accrued, unused sick leave is not paid out on termination, resignation or other separation from employment. If an Employee is rehired by the Employer within one (1) year of the Employee's separation from employment, the Employee's accrued and unused sick leave shall be reinstated, and the Employee may begin using the accrued sick leave upon rehire if the Employee was previously eligible to use the sick leave or once the Employee becomes eligible as provided above.
- (f) At the Employer's election, the Employer shall either:
 - (i) Show the amount of available paid sick leave on the Employee's pay stub or a document issued together therewith; or
 - (ii) Include in the Employee's start paperwork the contact information for the designated Employer representative whom the Employee may contact to confirm eligibility and the amount of accrued sick leave available.

The Employee's start paperwork shall also include information with respect to the year period (*i.e.*, calendar year or the Employee's anniversary date) that the Employer selected to measure the thirty (30) day and ninety (90) day eligibility periods and the cap on accrual set forth in subparagraph (b) above or, alternatively, if the Employer elected to provide Employees with a sick leave bank, the year period (*i.e.*, calendar year or the Employee's anniversary date) that the Employer selected for the bank of three (3) sick days as provided in subparagraph (a) above.

- (g) Any Employer that has a sick leave policy, or paid leave or paid time off policy that permits the use of paid sick time and exceeds or substantially meets the requirements of this Article 9, Section B.22. as of June 30, 2017, may continue such policy in lieu of the foregoing. Nothing shall prevent an Employer from negotiating a sick leave policy with better terms and

conditions. There shall be no discrimination or retaliation against any Employee for exercising his or her right to use paid sick leave.

- (h) Any dispute with respect to sick leave for Employees covered under this Agreement shall be subject to the grievance and arbitration procedures provided herein.

SECTION C. SAFETY

The First Stage Manager may call a meeting to discuss safety issues involved with the continuation of production when members of the shooting crew have worked sixteen (16) hours from general crew call.

The Directors Guild-Producer Training Plan Safety Passport Training Course, which includes the Contract Services Administration Trust Fund ("CSATF") "A" course, is mandatory for the following individuals who are hired in California: Associate Directors and Stage Managers. Such individuals shall have ninety (90) days from their initial date of employment to successfully complete the Safety Passport Training Course.

The Directors Guild-Producer Training Plan Safety Passport Training Course, which includes the CSATF "A" course and any training specific to a particular region, all of which training shall be made available online, shall be mandatory as of July 1, 2017 for the following individuals who are hired in the United States (other than California): Associate Directors and Stage Managers. Such individuals shall have until December 31, 2017 or ninety (90) days from their initial date of employment (whichever is later) to successfully complete the Safety Passport Training Course.

It is understood and agreed that the Directors Guild-Producer Training Plans will fund all aspects of the mandatory training using existing funds through their reserves.

The Directors Guild-Producer Training Plans shall pay a stipend to Employees who attend the Safety Passport Training Course at a rate not less than that paid to employees covered under the Producer-IATSE Basic Agreement and West Coast Studio Local Agreements who attend safety training courses offered by CSATF.

The Employment Criteria List shall be updated to reflect an individual's successful completion of the Safety Passport Training Course. For individuals not on the Employment Criteria List, the parties will devise a method to reflect the individual's successful completion of the Safety Passport Training Course.

Any Associate Director or Stage Manager who fails to successfully complete the Safety Passport Training Course within the training deadline set forth herein will be suspended from the Employment Criteria List until he or she successfully completes the training course. Upon successful completion of the Safety Passport Training Course, any such Associate Director or Stage Manager who was suspended from the Employment Criteria List shall regain his or her status on the applicable list. Any individual not on the Employment Criteria List who fails to successfully complete the Safety Passport Training Course will be ineligible to work until he or she successfully completes the training course. Upon successful completion of the Safety Passport Training Course, any individual not on the Employment Criteria List shall regain eligibility for employment.

Associate Directors and Stage Managers shall continue to be permitted to attend, on a voluntary basis, any CSATF training courses if space permits, and the Employment Criteria List shall be updated to reflect an individual's successful completion of such courses. For individuals not on the Employment Criteria List, the parties will devise a method to reflect the individual's successful completion of such courses.

SECTION D. ISAN NUMBERS

Employer shall provide the International Standard Audiovisual Number ("ISAN"), if any, for a television program where known by the Employer.