

## ARTICLE 11.

### PENSION AND HEALTH

#### SECTION A. PENSION

1. The Company shall contribute to the Directors Guild of America – Producer Pension Plan eight percent (8%)<sup>11</sup> (eight and one-half percent (8.5%) effective July 1, 2021) of the gross compensation, including residuals and foreign use payments, of Directors, Associate Directors and Stage Managers.<sup>12</sup> For purposes of computing such Company contribution in connection with any television tape, and

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<sup>11</sup> During the 2020 negotiations, the parties agreed to increase the pension contribution rate by one percent (1.0%) effective July 1, 2020. One-half percent (0.5%) of the one percent (1%) increase in the pension contribution rate was in recognition of the actions proposed by the DGA-appointed Trustees of the DGA-Producer Pension Plan and adopted by the entire Board of Trustees, resulting in structural changes which bolstered the financial status of the Plan.

<sup>12</sup> During the 2020 negotiations, the parties agreed that for each of the second and third years of this FLTTA, the Guild shall have the right to allocate up to one-half percent (0.5%) of the increases in certain minimum salary rates and residual bases to the Employer contribution rate to the Directors Guild of America–Producer Pension Plan ("Pension Plan") or the Directors Guild of America–Producer Health Plan ("Health Plan") by giving notice thereof to the AMPTP not less than six (6) months prior to July 1, 2021 and July 1, 2022, respectively. The Guild provided notice of its election to allocate one-half percent (0.5%) to the Pension Plan effective July 1, 2021; as a result, the Employer pension contribution rate increased by one-half percent (0.5%) effective July 1, 2021, and the increases in certain minimum salary rates and residual bases for the second year of this FLTTA were reduced by one-half percent (0.5%). There was no allocation of the increases in the third year of this FLTTA.

In addition, during the 2020 negotiations, the parties agreed that the increases in salary rates and pension or health contribution rates in the 2020 DGA Network Freelance Agreement would apply to the Directors of sports programs and news and commentary programs under the FLTTA. Pursuant to the 2020 Network Freelance Agreement, the Guild elected to allocate one percent (1%) of the salary increases for Directors of such programs to the Employer pension contribution rate effective July 1, 2020 and one-half percent (0.5%) of the salary increases for Directors of such programs to the Employer pension contribution rate effective July 1, 2021. Accordingly, the salary increases for Directors of such programs increased by one and one-half percent (1.5%) effective July 1, 2020 and an additional two percent (2%) effective July 1, 2021, and the Employer pension contribution rate increased by one percent (1%) from seven percent (7%) to eight percent (8%) effective July 1, 2020 and by an additional one-half percent (0.5%) to eight and one-half percent (8.5%) effective July 1, 2021. The Guild elected not to allocate any part of salary increases to the Pension or Health Plan contribution rate in the third year of the 2020 DGA Network Freelance Agreement.

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 contribution as set forth in Article 11.A.1. above, 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.
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**

1. The Company shall contribute to the Directors Guild of America–Producer Health Plan ten and one-half percent (10.5%)<sup>†</sup> of the gross compensation, including residuals and foreign use payments for

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<sup>†</sup> See text of footnote 12 on page 135.

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 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 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 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.