

accordance with the purposes of the CIAF as set forth in this Section. The AICP on behalf of the CIAF, or AICP's assigns or designee (not the Guild) shall be responsible for enforcement of delinquent contributions to the CIAF and such parties, or any of them, in their own name shall have all enforcement rights, remedies and procedural standing to maintain any action or proceeding, at law or equity, necessary to audit and/or recover delinquent contributions along with court cost, reasonable attorney's fees, and pre-judgement interest.

ARTICLE 4
MINIMUM SALARIES AND WORKING CONDITIONS OF DIRECTORS

4-101 **MINIMUM SALARIES**

(A) The minimum rates of pay for Directors shall be as follows:

	<u>12/1/2021</u>	<u>12/1/2022</u>
Daily	\$1,573	\$1,620
Weekly	\$6,292	\$6,480

(B) The parties agree that a Director hired for a specific period of time shall receive not less than the salary rate provided for herein. A Director who is laid off as a consequence of emergencies, acts of God, strikes of other crafts, and other like causes beyond the control of the Producer, shall, nevertheless, be compensated on the basis of the weekly rate provided for herein and not the daily rate.

(C) In the event that the Producer agrees to employ a Director for a fixed period of time, such employment shall be deemed to be on a consecutive basis.

(D) A Director shall be paid total gross compensation, excluding profit participation, associated with a specific production no later than the period provided in applicable state law.

4-102 **PREPARATION TIME - DIRECTOR**

If a Director is employed to do work in television commercials, he shall receive a minimum of one day of preparation time. If, however, the Director is called for a single day's employment, and the time period between the start of camera

rehearsal and the completion of shooting is five (5) hours or less, then the preparation requirement may be included in the same day, and only one day's compensation shall be paid.

4-103 SIXTH AND SEVENTH DAY, HOLIDAY AND LAYOVER TIME

When a Director is required to lay over at a location away from home on a sixth or seventh day when no directorial functions are performed, he/she is to be paid straight time for each such sixth or seventh day at the applicable minimum rate. For a Director employed on staff, a Producer may, at its option, give a compensatory day off in lieu of the payment described above. If a Producer requires a Director hired on a weekly basis to perform any directorial function on a sixth day, seventh day or holiday, the Producer shall pay such Director compensation at a rate equal to one-fifth (1/5) of the weekly earnings for each agreed-upon day so worked, or the higher daily rate agreed upon between the parties.

4-104 HOLIDAYS

- (A) The following holidays shall be recognized in this Agreement for Directors: New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Veterans Day; Thanksgiving Day; Christmas.
- (B)
 - i. If any of the above holidays falls on a Sunday, the following Monday shall be considered the holiday.
 - ii. If any of the above holidays falls on a Saturday, the preceding Friday shall be considered the holiday.
- (C) When any such holiday not worked falls within the guaranteed period of employment, no deduction shall be made from the guaranteed compensation.
- (D) If a holiday is worked within the guaranteed workweek, the Director shall be paid an additional one-fifth (1/5) of his/her weekly salary, provided that:
 - i. This provision does not apply to holidays worked outside of the United States; and
 - ii. Days worked for this purpose shall be deemed to mean only shooting or preparation days at the direction of the Employer.

- (E) If any unworked holiday falls within a full work week of employment following the guaranteed period of employment, the Director shall be paid his/her full weekly compensation. When such a holiday occurs within a partial work week following the guaranteed period of employment and the Director works the day before and the day after such a holiday, the Director shall be paid in the same manner as if he had worked such day.
- (F) Holidays shall apply against the guaranteed period of employment, whether worked or not worked.
- (G) If the Employer in a national collective bargaining agreement with any other Guild or Union grants any additional holiday not listed above, the additional holiday shall be deemed included hereunder.

4-105 SEVERANCE PAY FOR DIRECTORS

Any Director whose services are to be terminated by the Producer at the completion of a 26-week or 52-week guaranteed period, shall receive from the Producer either two weeks prior written notice thereof, or two weeks severance pay at the Director's prevailing wage rate at the time of severance of employment. In the event a Director in the second or subsequent cycle of a 26-week or 52-week term is given notice of termination, then the last week of said 26-week or 52-week cycle shall be unassigned. The Producer shall have the right to make all deductions required by a governmental authority from such severance pay.

4-106 DIRECTOR'S PREPARATION, COMPLETION AND TRAVEL TIME

- (A) The parties recognize that the Director's work requires advance preparation which must include, but is not limited to, all the functions as set forth in Article 1-301, above.
- (B) When, on the request of the Producer, a Director is called into conference regarding any aspect of production, he/she shall receive a day's pay for each such day. It is, however, understood that there shall be no compensation for the employment interview prior to the Director's engagement for a particular assignment.
- (C) The parties recognize that the Director's work requires completion time which must include, but shall not be limited to, all the functions as set forth in Article 1-301 above.

- (D) Travel time is recognized as work time and will be compensated accordingly.
- (E) First-class transportation, first-class lodging accommodations, and all regular meals on, to and from the Director's assignments shall be furnished by the Producer. The Producer shall provide for full insurance coverage of all Directors while traveling to and from any location. Minimum travel insurance shall be \$100,000.00 coverage; beneficiary is the Director's choice.
- (F) The Director shall travel First Class (unless Business Class is available) when travel either originates or terminates outside the forty-eight (48) Continental United States and the scheduled arrival time at the ultimate destination is five (5) hours or more after the scheduled departure time.

4-107 **STARTING DATE**

All arrangements entered into for the employment of Directors shall provide for an "on or about" starting date as follows:

- i. In all arrangements calling for a period of employment of up to and including two weeks, the phrase "on or about" shall allow a latitude of two days either prior to or after the starting date specified in such arrangement.
- ii. In all arrangements calling for a period of employment of over two weeks, the phrase "on or about" shall allow a latitude of one week either prior to or after the starting date specified in such arrangement.

4-108 **DIRECTOR-CAMERAPERSON**

A Director-Cameraperson shall receive for each assignment no less than the applicable minimum under this Agreement for his/her services as a Director. In addition, for his/her services as a cameraperson he/she shall receive no less than the prevailing minimum scale for a television commercial cameraperson where such services are rendered, as negotiated by the Association of Independent Commercial Producers (hereinafter called AICP) Chapter. Wages paid for services as a cameraperson shall not be considered salaries for any purposes under this Agreement, including but not limited to pension contributions and health contributions pursuant to Articles 3-101 and 3-102 above.

4-109 COPY OF SPOT

Provided it has the right to do so, the Producer will provide the Director with a broadcast quality copy of the spots he or she directs.

4-110 WORK IN EXCESS OF 18 HOURS

On any day where a Director works in excess of eighteen (18) hours, the Producer, at its expense, shall offer the Director either:

- i. first class nearby hotel accommodations, or
- ii. transportation provided by a reputable third party car service to the Director's home or hotel if on distant location.

Under either (i) or (ii) the Producer shall not be responsible or liable for any loss, damage, casualty or theft in connection with any property of the Director.

4-111 PRODUCTION CENTERS

Notwithstanding anything to the contrary in this Agreement, the following shall apply to Directors for the purposes of establishing where Directors may be employed as a "local hire." The Director shall designate the Production Center in which he/she wishes to be employed as a "local hire" in accordance with the rules and procedures currently followed by the Guild.

4-112 EXPIRATION OR TERMINATION OF DIRECTOR AGREEMENTS

All outstanding expenses and compensation owed to a Director, including, but not limited to profit participation, shall be paid within ninety (90) days following the expiration or termination of an exclusive agreement between a Director and Employer.