ARTICLE 1

Recognition and Guild Shop

Section 1-100 RECOGNITION

1-101 Recognition

The Guild is recognized by the Employer as the sole collective bargaining agent for all Directors, Unit Production Managers, Assistant Directors and Associate Directors in the motion picture industry (all of the foregoing are sometimes herein referred to as "Employees").

1-102 Further Negotiations

(a) The Guild and Employers will endeavor promptly to arrive at an agreement for separate rates and provisions for producing industrial, religious, educational, documentary, government films and television and theatrical commercials. The parties will also negotiate with respect to the production on motion picture film of certain types of programming which include, but are not limited to, sports, game, panel or similar programs. The parties agree to commence negotiations at any time hereunder, on any one or more of these subjects, not later than sixty (60) days after written request.

(b) With respect to production by the Employer of entertainment programs primarily for the basic cable market which are not covered under Article 23 of this Agreement, the following provisions shall apply:

(1) With respect to hiring after July 1, 2023, and pending agreement on other conditions pursuant to subparagraph (3) below, the employment of any person to perform duties (which, if performed by that person for free television, would be covered by the BA) for a dramatic program thirty (30) minutes or longer produced in the United States under a budget less than: (i) $550,000 for a

thirty (30) minute program; (ii) $1,000,000 for a one (1) hour series in existence as of July 1, 2014 and $1,200,000 for all other one (1) hour programs; (iii) $2,750,000 for a program longer than one (1) hour but not longer than two (2) hours; and (iv) for a program longer than two (2) hours, $2,750,000 for the first two (2) hours plus $1,375,000 for each additional hour or portion thereof, shall be subject only to Article 2 (Disputes), the Guild Shop provisions and the provisions of Article 12, relating to the Pension and Health Plans, subparagraph 14-114(d) and Paragraph 17-118 of this BA. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Employer shall advise the Guild of the employment of any Director, Assistant Director or Unit Production Manager, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Employer shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.

(2) With respect to hiring after July 1, 2023, and pending agreement on other conditions pursuant to subparagraph (3) below, the employment of any person to perform duties (which, if performed by that person for free television, would be covered by the BA) for a program covered by this subparagraph (b) (other than one covered by subparagraph (b)(1) above), produced within the metropolitan areas of Los Angeles or New York, or any such person hired within such areas and sent therefrom to another location to perform such duties on such a program, shall be subject only to Article 2 (Disputes), the Guild Shop provisions and the provisions of Article 12, relating to the Pension and Health Plans, subparagraph 14-114(d) and Paragraph 17-118 of this BA. The Guild agrees to make appropriate accommodations in its initiation fees in recognition of the economics of basic cable programming. In addition, Employer shall advise

the Guild of the employment of any Director, Assistant Director or Unit Production Manager, by supplying a copy of a deal memo or, if none exists, a start slip or equivalent documentation. Employer shall notify the Guild of its intention to produce such a program at least thirty (30) days prior to commencement of production.

(3) (i) Either the Guild or Employer may, at any time, notify the other that it wishes to bargain concerning rates and other conditions of employment to be applicable to such programs. The parties agree to commence such negotiations within fifteen (15) days of receipt of such notice for any non-series television motion picture ninety (90) minutes or longer or thirty (30) days of receipt of such notice for all other such programs.

(ii) Any agreement reached pursuant to subparagraph (i) above shall not be retroactive and, except with respect to minimum rates, shall not modify the terms of employment under individual contracts then existing.

(iii) If no agreement is reached within fifteen (15) days after bargaining has commenced for any non-series television motion picture ninety (90) minutes or longer, or if no agreement is reached within sixty (60) days after bargaining has commenced for all other such programs, the Guild may, upon written notice to Employer, instruct its members to refuse to render services with respect to such programs. In such event, neither subparagraph (1) nor subparagraph (2) hereof shall be applicable.

(iv) If an Employer fails to provide timely notice of its intention to produce such program as provided in subparagraph (1), then subparagraph (iii) above shall not apply and the Guild may, not earlier than

twenty-four (24) hours after written notice to the Employer, instruct its members to refuse to render services with respect to such programs. If no agreement is reached and the Guild instructs its members to refuse to render services with respect to such programs, then neither subparagraph (1) nor subparagraph (2) hereof shall be applicable.

Section 1-200 DEFINITIONS

1-201 Definition of "*Motion Picture*" and "*Motion Picture Industry*"

The phrase "*motion picture*" and the phrase "*motion picture industry*," wherever used in this BA, shall be deemed to mean the production of all types of motion pictures on film or tape or transferred from tape to film or film to tape, or on digital hard drives or other storage media, or otherwise, of any gauge or size or type, whether for public or private showings as theatrical, television, videodiscs/videocassettes, supplemental markets, industrial, religious, educational, commercial, documentary or government motion pictures, or motion pictures made for the Internet, mobile devices or any other "New Media" platform known as of July 1, 2008, whether produced by means of motion picture cameras, electronic cameras or devices, tape devices or any combination thereof, or other means, methods or devices now known or yet to be devised, in connection with which any Employee renders services.

Notwithstanding the foregoing, this BA does not apply to:

(a) non-entertainment motion pictures produced primarily for the basic cable market;

(b) entertainment motion pictures produced primarily for the basic cable market except to the extent set forth in Paragraph 1-102(b) and Article 23;

(c) motion pictures described in Paragraph 20-905 except to the extent set forth in that Paragraph; and

(d) news, sports and documentary programs made for the Internet, mobile devices or any other New Media platform known as of July 1, 2008 and "Experimental New Media Productions," as defined in Section B. of Sideletter No. 35 re Programs Produced for New Media.

The direction of second units and staged talent tests for a role in a motion picture is within the jurisdiction of the Guild.

1-202 Theatrical Motion Pictures and Free Television Motion Pictures

The term *"Television Motion Pictures"* or *"Free Television Motion Pictures,"* as used herein, is deemed to mean and refer only to motion pictures produced primarily for "Free Television" exhibition. Motion pictures produced primarily for exhibition in theatres or any other place where a charge, by any method, is paid by the viewing audience are subject to the provisions herein relating to "Theatrical Motion Pictures."

1-203 Basic Cable

The term *"basic cable,"* as distinguished from pay television or free television, refers to that type of exhibition which is commonly understood in the industry today to be basic cable exhibition.

1-204 The following provisions of this BA which are applicable to free television motion pictures are also applicable to motion pictures of the type covered by Article 20, except to the extent provided in Article 20.

1-205 Definition of Network

The term *"network,"* as used in this Basic Agreement, means ABC, CBS, Fox Broadcasting Company (hereinafter "FBC"), NBC or any other entity which qualifies as a "network" under Section 73.662(f) of the rules of the Federal Communications Commission, unless the FCC determines that such entity is not a "network" for purposes of such Section.

Section 1-300 DEFINITIONS OF EMPLOYEES RECOGNIZED

1-301 Director

A Director is one who directs the production of motion pictures, as the word "direct" is commonly used in the motion picture industry. The fact that the Director may also render services as a Producer and/or Writer or in any other capacity shall not take the individual out of the classification as a Director, with reference to any work that the individual performs as a Director, and during the period of such work.

1-302 Unit Production Manager

A Unit Production Manager is one who is assigned by the Employer as a Unit Production Manager of one or more motion pictures, as the term "Unit Production Manager" is customarily used and understood in the motion picture industry. Subject to the provisions of Paragraph 13-202, a Unit Production Manager (hereinafter referred to as "UPM" and collectively referred to as "UPMs") may be assigned to work concurrently on one or more productions, whether theatrical and/or television. No UPM need be employed in those instances specifically set forth in Paragraph 13-202.

After a picture is approved for production, there shall be no delegating to other employees (except First Assistant Directors when no UPM is assigned to the production involved) the duties of UPMs. It is an element of good faith of, and part of the consideration for, this BA that no Employer will make a general rearrangement of duties among such categories, change classifications of employment for such categories, employ persons not covered by this BA or delegate the duties ordinarily performed by UPMs to persons other than First Assistant Directors acting in the dual capacity of UPMs or to *bona fide* Producers for the purpose of eliminating UPMs who otherwise would have been employed hereunder. There shall be no restriction on delegation of duties ordinarily performed by UPMs when a UPM and a First Assistant Director both are assigned to the production.

The UPM, under the supervision of the Employer, is required to coordinate, facilitate and oversee the preparation of the production unit or units (to the extent herein provided) assigned to the UPM, all off-set logistics, day-to-day production decisions, locations, budget schedules and personnel. Without limitation, among the duties which the Employer must assign to the UPM or First Assistant are the supervision of or participation in the following:

1. Prepare breakdown and preliminary shooting schedule.

2. Prepare or coordinate the budget.

3. Oversee preliminary search and survey of all locations and the completion of business arrangements for the same.

4. Assist in the preparation of the production to insure continuing efficiency.

5. Supervise completion of the Production Report for each day's work, showing work covered and the status of the production, and arrange for the distribution of that report in line with the company's requirement.

6. Coordinate arrangements for the transportation and housing of cast, crew and staff.

7. Oversee the securing of releases and negotiate for locations and personnel.

8. Maintain a liaison with local authorities regarding locations and the operation of the company.

Subject to the following paragraph, the foregoing description of the UPM's duties is not intended, nor shall it be construed, either to enlarge or diminish the duties of UPMs, First and Second Assistant Directors or other personnel as such duties are presently and were heretofore customarily performed in the motion picture industry.

Notwithstanding any other provision of this Paragraph 1-302, an Employer may not assign the duties of a Unit Production Manager to Extra Player Coordinators, Production Assistants, or persons in positions in which the assigned duty has not been customarily performed in the motion picture industry. There shall be no alteration of job titles to evade or subvert the provisions of this Paragraph 1-302.

1-303 First Assistant Director[1]

A First Assistant Director is one who is assigned by the Employer as the first assistant to the Director.

The First Assistant Director, alone or in conjunction with the UPM, organizes pre-production, including organizing the crew, securing equipment, breaking down the script, preparing the stripboard and a shooting schedule. During production, the First Assistant Director assists the Director with respect to on-set production details, coordinates and supervises crew and cast activities and facilitates an organized flow of production activity. The First Assistant Director may be assigned responsibilities of the UPM. The First Assistant Director's prime responsibility is to service and assist the Director. Without limitation, among the duties which the Employer must assign to the First Assistant Director or UPM are the supervision of or participation in the following:

1. Prepare breakdown and stripboard; prepare shooting schedule keeping the same within time limitations imposed by budget, cast availability and the requirement of complete coverage of the script.

2. If delegated by UPM or in the UPM's absence, oversee the search, survey and management of locations and ascertain the specific requirements of those locations as they might affect the production. The First Assistant Director must be sent to each

[1] See Paragraph 24-402(b) and (d) for duties of First Assistant Directors on multi-camera prime time dramatic pilots, presentations and series.

location site sufficiently prior to the commencement of photography to adequately perform the duties of the First Assistant Director.

3. Check weather reports.

4. Prepare day out of day schedules for talent employment and determine cast and crew calls.

5. Supervise the preparation of the call sheet for the cast and crew.

6. Direct background action and supervise crowd control.

7. May be required to secure minor contracts, extra releases, and on occasion to obtain execution of contracts by talent.

8. Supervise the functioning of the shooting set and crew.

Subject to the following paragraph, the foregoing description of the First Assistant Director's duties is not intended, nor shall it be construed, either to enlarge or diminish the duties of UPM, First and Second Assistant Directors or other personnel as such duties are presently and were heretofore customarily performed in the motion picture industry.

Notwithstanding any other provision of this Paragraph 1-303, an Employer may not assign the duties of a First Assistant Director to Extra Player Coordinators, Production Assistants, or persons in positions in which the assigned duty has not been customarily performed in the motion picture industry. There shall be no alteration of job titles to evade or subvert the provisions of this Paragraph 1-303.

1-304 Second Assistant Director[2]

The Second Assistant Director is one who is assigned by the Employer as an assistant to the First Assistant Director in conducting the business of the set or the location site.

The term "Second Assistant Director" includes Key Second Assistant Directors, Second Second Assistant Directors and Additional Second Assistant Directors.

Without limitation, among the duties which the Employer must assign the Second Assistant Director are the supervision of or participation in the following:

1. Prepare the call sheets, handle extras' requisitions and other required documents for approval by the First Assistant Director, the Unit Production Manager and/or the production office.

2. Prepare the daily production report and end of day paper work.

3. Distribute scripts and script changes (after shooting has started) to cast and crew.

4. Distribute call sheets to cast and crew.

5. Distribute, collect, and approve extra vouchers, placing adjustments as directed by the First Assistant Director on the vouchers.

6. Communicate advance scheduling to cast and crew.

7. Aid in the scouting, surveying and managing of locations. When location managing duties are to be performed in the New York Area or within a seventy-five (75) mile radius of Chicago, the individual assigned shall be a Second Assistant Director,

[2] See Paragraph 24-402(c) and (d) for duties of Second Assistant Directors on multi-camera prime time dramatic pilots, presentations and series.

except when the Employer engages and transports a Location Manager under the terms of the Local #399 Agreement. Such Second Assistant Director employed to manage locations shall receive terms and conditions of employment not less than those applicable to Second Second Assistant Directors, but shall not be considered a Second Second Assistant Director for purposes of staffing and order of employment as provided in Basic Agreement Paragraph 13-202. Persons not covered by this Basic Agreement may be employed to assist a Second Assistant Director employed to manage locations.

For purposes of this provision, the New York Area shall be defined to include those locations within a seventy-five (75) mile radius of Columbus Circle which, for purposes of this provision, shall include Suffolk County and the New Jersey shoreline to and including Atlantic City. With respect to Chicago, the seventy-five (75) mile radius shall be measured from the intersection of State and Madison.

8. Facilitate transportation of equipment and personnel.

9. May be required to secure execution of minor cast contracts, extra releases, and on occasion to secure execution of contracts by talent. (May also be delegated to First Assistant Director and Unit Production Manager.)

10. Coordinate with production staff so that all elements, including cast, crew and extras, are ready at the beginning of the day, and supervise the wrap in the studio and on location (local and distant).

11. Schedule food, lodging and other facilities.

12. Sign cast members in and out.

13. Maintain liaison between Unit Production Manager and/or the production office and the First Assistant Director on the set.

14. Assist the First Assistant Director in the direction and placement of background action and in the supervision of crowd control.

15. Perform crowd control in New York and Los Angeles except where the work is customarily performed by police officers or is performed by security personnel of a facility at which the photography takes place and which requires or customarily provides this service; provided, however, persons not covered by this BA may perform such work if at least two Additional Second Assistant Directors are employed in addition to a Key Second Assistant Director and Second Second Assistant Director or two Key Second Assistant Directors.

16. Supervise and direct the work of any Trainee assigned to the picture.

17. May assist in the proper distribution and documentation of mileage money by the Producer's appointed representative.

Subject to the following paragraph, the foregoing description of the Second Assistant Director's duties is not intended, nor shall it be construed, either to enlarge or diminish the duties of UPM, First and Second Assistant Directors or other personnel as such duties are presently and were heretofore customarily performed in the motion picture industry.

Notwithstanding any other provision of this Paragraph 1-304, an Employer may not assign the duties of a Second Assistant Director to Extra Player Coordinators, Production Assistants, or persons in positions in which the assigned duty has not been customarily performed in the motion picture industry. There shall be no alteration of job titles to evade or subvert the provisions of this Paragraph 1-304.

1-305 Associate Director

An Associate Director (formerly Technical Coordinator) is one who is assigned by the Employer to assist the Director on multi-camera television motion pictures photographed continuously, before a live audience, or as though a live audience were present, in planning the placement and movement of each such camera, with the responsibility for coordinating the execution of such placement and movement of each such camera.

1-306 Work Reserved to Employees

Employer agrees that it will not, during the term hereof, enter into any agreements or collective bargaining agreements of any kind whatsoever under which Employer is authorized or required to assign any of the functions or duties of Employees to any person, firm or corporation whomsoever except under and in accordance with and subject to the terms of this BA. Employer agrees that it will not violate the provisions of this Paragraph 1-306 directly or indirectly except to the extent required by law if at all. In the event Employer is placed on notice that any person, firm or corporation or collective bargaining agency asserts any claim that it has the right under law or otherwise to bargain in respect to work assigned under this BA to Employees, Employer shall give notice to the Guild immediately so that the Guild may take action to protect the work assignment of Employees and the integrity of its bargaining unit.

Section 1-400 GUILD SHOP PROVISIONS

1-401 Definition of Guild Shop

During the entire term of this BA, each Employee employed by the Employer shall be or become a member of the Guild in good standing, within the period specified by applicable law, following the Employee's first employment in the motion picture industry or the effective date of this BA, whichever is later. Provided, however, that a Trainee shall not be required to become a member of the Guild in

good standing until satisfactory completion of the experience requirements for employment as a Second Assistant Director.

The term *"member of the Guild in good standing"* means a person who offers to pay (and, if the Guild accepts the offer, pays) Union initiation fees and dues as financial obligations in accordance with the requirements of applicable law.

The term *"first employment,"* as used in this Article 1, shall, with respect to each individual Director or Assistant Director, mean the date of first assignment of such Employee to perform duties as a Director or Assistant Director, as the case may be, since 1956, in connection with the production of a motion picture produced within the geographical application of the provisions of this BA, or likewise the date of first assignment of an Employee to perform the duties of a UPM since September 1, 1964, within the geographical application of the provisions of this BA, or likewise the date of first assignment of an Employee to perform the duties of an Associate Director since May 1, 1973, within the geographical application of the provisions of this BA.

1-402 **Future Employment Contracts**

Subject to the provisions of this Article and to the extent that it shall be lawful so to do, the Employer agrees that in every future employment agreement that it enters into with an Employee, such person shall agree to be or become a member of the Guild in good standing, as herein provided, and shall remain so for the duration of the employment agreement; that subject to the provisions of this Article and to the extent that it may be lawful so to do, the Employer shall require such person to agree that if the person shall fail or refuse to so become or remain a member of the Guild in good standing, as herein provided, the Employer will terminate its further obligations under such employment agreement. The terms of this BA shall be part of such employment agreement.

1-403 Notice of Failure to Pay Dues and Fees

Before termination of any employment becomes effective, the Guild shall give written notice to the Employee of the initiation, reinstatement or upgrade fee and/or delinquent dues payable. If the Employee fails to pay such fees and dues, the Guild shall give written notice to the Employer of such failure and the amount of fees and/or dues payable. If such amount is paid within five (5) business days after such notice to the Employer, the Employee's dismissal shall not be required by reason of non-payment of such fees or dues.

Section 1-500 LISTS EXCHANGED: MAINTENANCE OF GUILD SHOP

1-501 Employer's Lists

Within fifteen (15) days after the execution of this BA, the Employer will deliver to the Guild a complete list of all Employees employed as such as of the effective date of this BA and will indicate thereon the nature of such employment (such as term contract or freelance), and thereafter on a weekly basis (but not more frequently than on such weekly basis) the Employer will forward to the Guild a list showing the employment and classification of all Employees in its employ during the preceding week.

With respect to the first employment of a Director, the Employer will notify the Guild in writing not less than two weeks prior to the date of such first employment. With respect to the first employment of a UPM, First or Second Assistant Director, or Associate Director the Employer will notify the Guild in writing not less than two (2) working days (excluding Saturdays, Sundays and holidays) prior to the date of such first employment, provided that in each instance, the Employer knows of such employment at such time, and if Employer does not know of such employment, Employer shall give such notice as soon thereafter as it has such knowledge.

Within fifteen (15) days after the close of each quarter, the Employer will submit a list of all Employees employed by Employer during the quarter showing each Employee's earnings for that period. For the

purpose of this Paragraph 1-501, earnings shall include only direct compensation of all types required hereunder (including so-called "overscale" amounts) paid to Employee, and shall not include, without limitation, profit participations, gross participations, payments for services and rights not covered by the BA, payments received by Director for exhibition of a theatrical motion picture on television, payments for free television reruns, supplemental markets, and residual payments under Article 20, and per diem, travel allowance, and other reimbursements which are not compensation for services rendered pursuant to this BA.

1-502 Guild's Lists

An inquiry by the Employer to the Guild as to the date of "first employment" of an Employee shall be answered by the Guild.

The Guild agrees that it will maintain such current lists and staffing as may be reasonably required in order to answer by telephone, promptly upon inquiry by the Employer, any request relating to membership and qualification of persons who render or may render services as Employees hereunder.

If any Employee employed by Employer fails or refuses to become a member of the Guild in good standing, the Guild shall promptly notify, in writing, the Employer.

1-503 Reliance on Lists

Each party shall be entitled to rely upon such lists and information concerning "first employment" furnished by the other party. Should an Employer employ or continue to employ any Employee who has ceased to be a member of the Guild in good standing prior to written notification from the Guild of such changed status, such employment shall not be a violation by the Employer of the provisions of Section 1-400.

1-504 Guild Dues

The Employer shall not be required to discharge or refrain from employing any Employee, if Employer has reasonable grounds for believing that membership in the Guild was not available to such person on the same terms and conditions generally applicable to other like members, or if the Employer has reasonable grounds for believing that membership of such person in the Guild was denied, deferred, suspended or terminated for reasons other than the failure of such person to tender the applicable initiation fees and periodic dues uniformly required as a condition of acquiring or retaining membership. Employer will promptly notify the Guild in writing in each instance that it employs or continues to employ such a person.

1-505 Continuation of Employment

If any person at any time after the effective date of this BA and during the person's employment by the Employer is or becomes a member of the Guild in good standing, and if any such person subsequently, and before the expiration of such employment, ceases to be a member of the Guild in good standing, then, provided such person or the Employer continues to pay or causes to be paid to the Guild the dues of such person, the Employer may continue to employ such person during the remainder of the term of the employment agreement, including options, renewal periods and extensions exercisable by the Employer.

1-506 Interpretation

The Guild and the Employer interpret the foregoing provisions as follows: If, prior to the expiration of an employment agreement, the Employee shall cease to be a member of the Guild in good standing and the Employer exercises its right to pay the dues of and continues to employ such person, then, upon the expiration of such employment agreement, the Employer may negotiate a new or modified employment agreement, but only upon the express condition that prior to the commencement of such Employee's services under such new or

modified employment agreement the Employee or the Employer pays or has paid all dues of the Employee payable to the Guild for the interval between the expiration of the employment agreement first above mentioned and the commencement of services under any new or modified employment agreement. Thereafter, the Employer may continue to employ and re-employ such Employee by continuing to pay the dues and arrears in dues of such Employee, as above provided.

1-507 Definition of "Dues"

The term *"dues,"* as used in this Section 1-500, shall not include fines, penalties or assessments or initiation, reinstatement or upgrade fees.

1-508 Right to Deduct Dues

If the Employer elects under the provisions of this Section 1-500 to pay or cause to be paid the dues of any person, it is the intent of the parties hereto that the Employer shall have the right, insofar as its obligations to the Guild and to such person under the terms and provisions of this BA are concerned, to deduct such dues so applied from the salary of such person.