ARTICLE 13

Minimum Salary Schedules and Working Conditions of UPMs, Assistant Directors and Associate Directors

Section 13-100 MINIMUM SALARIES

13-101 Minimum Salary Schedules and Conditions for UPMs, Assistant Directors and Associate Directors[12]

Employer agrees that the minimum salaries and conditions of employment set forth in the following Schedules and Paragraphs shall govern the employment of UPMs and Assistant Directors, likewise Associate Directors where specifically indicated. Term contracts shall be for a minimum of twenty-three (23) out of twenty-six (26) weeks or multiples thereof.

(a) Salary:

	Effective Dates		
	July 1, 2023	**July 1, 2024**	**July 1, 2025**
Studio Workweek*			
UPM	$6,523/week	$6,784/week	$7,021/week
1st AD	$6,202/week	$6,450/week	$6,676/week
Key 2nd AD	$4,156/week	$4,322/week	$4,473/week
Second 2nd AD	$3,923/week	$4,080/week	$4,223/week
Add'l 2nd AD***	$2,388/week	$2,484/week	$2,571/week
Distant Location Workweek**			
UPM	$9,133/week	$9,498/week	$9,830/week
1st AD	$8,675/week	$9,022/week	$9,338/week
Key 2nd AD	$5,808/week	$6,040/week	$6,251/week
Second 2nd AD	$5,486/week	$5,705/week	$5,905/week
Add'l 2nd AD***	$3,350/week	$3,484/week	$3,606/week

* Studio Workweek - five (5) days (Freelance or Term)

[12] See Paragraph 24-403 for salary rates and production fees applicable to Unit Production Managers, Assistant Directors and Associate Directors employed on multi-camera prime time dramatic pilots, presentations and series.

** Distant Location Workweek - seven (7) days (Freelance or Term)

*** May not be employed unless a Key Second Assistant Director and Second Second Assistant Director or two Key Second Assistant Directors are also assigned.

(b) Production Fee:

In addition, Employer agrees to pay a production fee to all UPMs, First Assistant Directors and Key Second Assistant Directors working in conjunction with a shooting unit for all days except as specifically outlined below. Starting with commencement of principal photography or second unit photography, if separate, and continuing until completion of principal photography or second unit photography, as the case may be, the production fee shall be calculated on the basis of the weekly amounts set forth below. Production fee shall not be payable for those days on which photography is suspended or not in progress by reason of the following circumstances: (1) suspension of production for force majeure; (2) the seventh day in the Employee's workweek not worked; (3) the sixth day in the Employee's studio workweek not worked; (4) unplanned interruptions in photography of five (5) consecutive days or more; and (5) interruptions in photography as to which Employer gives not less than twenty-four (24) hours advance notice to Employees.

Notwithstanding the foregoing, in so-called three camera shows, one day of rehearsal or camera blocking shall be added in the computation of the days for which the production fee is payable.

	Effective Dates		
	July 1, 2023	**July 1, 2024**	**July 1, 2025**
Studio Workweek*			
UPM	$1,414/week	$1,471/week	$1,522/week
1st AD	$1,151/week	$1,197/week	$1,239/week
Key 2nd AD	$ 876/week	$ 911/week	$ 943/week
Distant Location Workweek**			
UPM	$1,684/week	$1,751/week	$1,812/week
1st AD	$1,414/week	$1,471/week	$1,522/week
Key 2nd AD	$1,151/week	$1,197/week	$1,239/week

* Prorated at one-fifth (⅕) per day of the Studio Workweek production fee, including the sixth and seventh days in the Employee's workweek worked at the Employer's direction.

** Prorated at one-sixth (⅙) per day of the Distant Location Workweek production fee, including the seventh day in the Employee's workweek worked at the Employer's direction.

The production fee is not payable to any Second Second Assistant Director or Additional Second Assistant Director.

The production fee shall be included in the computation of Pension Plan and Health Plan payments but shall be excluded from all other computations, such as rest period invasion payments, Completion of Assignment Pay, etc.

(c) Daily Rate for Employees Employed on a Daily Rate:

Minimum payment shall be one-fourth (¼) of the applicable weekly studio or location rate including one-fourth (¼) of the applicable production fee when payable pursuant to subparagraph 13-101(b) above.

13-102 Completion of Assignment Pay for Term Contract Assistant Directors and UPMs

(a) Any UPM or Assistant Director (excluding any Additional Second Assistant Director) employed on a twenty-three (23) out of twenty-six (26) week contract shall receive Completion of Assignment Pay in the amount of the UPM's or Assistant Director's salary for one (1) week for each contract term; provided, however, if the Assistant Director or UPM is not laid off and is carried on salary continually and without interruption, no Completion of Assignment Pay shall accrue or be payable until the Assistant Director or UPM is laid off or until the Assistant Director or UPM is no longer carried on salary, at which time Completion of Assignment Pay shall accrue and be payable and the amount due shall only be the applicable salary for one week. It is further provided that if the Assistant Director or UPM is employed under a succeeding contract at not less than the salary of the former contract and for twenty-three (23) out of twenty-six (26) weeks, the term of which commenced immediately upon the expiration of the first contract, Completion of Assignment Pay shall not accrue and be payable until the expiration of the second of such contracts at which time Completion of Assignment Pay shall accrue and the amount due shall only be the applicable salary for one (1) week. It is further provided that if the Assistant Director or UPM is laid off for four (4) weeks or more during the term of either the first or subsequent contract, the twenty-third week's pay due under such contract shall offset Completion of Assignment Pay if the Assistant Director or UPM is employed under a succeeding contract.

(b) Notwithstanding the provisions of subparagraph (a) above, with respect to theatrical motion pictures, long-form television motion pictures and series on distant location, there is no Completion of Assignment Pay with respect to any hiatus of at least one (1) week in duration which includes the Christmas

and/or New Year's Day holiday, so long as the following conditions are observed:

(1) unworked holiday pay is paid for Christmas and New Year's Day;

(2) as to Employees on distant location, Employer will provide the Employees with travel to and from the location and their residence; if Employer and Employee agree that the Employee will remain on location, Employer will provide *per diem* and housing; and

(3) the hiatus period is a maximum of two (2) weeks and two (2) days, which shall be consecutive.

In addition, the Guild shall not unreasonably deny a waiver request to extend the currently permitted two (2) weeks and two (2) days to up to three (3) weeks for a scheduled hiatus because of the Christmas/New Year's holidays.

(c) The provisions of Paragraph 13-104(d) shall apply to this Paragraph 13-102.

13-103 <u>Completion of Assignment Pay for Freelance First Assistant Directors, Freelance UPMs and Freelance Associate Directors</u>

(a) <u>Freelance First Assistant Directors and Freelance UPMs</u>

All freelance First Assistant Directors and freelance UPMs, upon completion of an assignment, shall receive Completion of Assignment Pay of one (1) week's pay at their respective salary if employed two (2) or more consecutive weeks, and of two (2) and one-half days' pay if employed under two (2) weeks, except in the case of those employed on a daily basis for less than five (5) days.

In those cases in which such above-named Employees are employed on a daily basis for less than five (5) consecutive work days as a UPM continuously followed by employment on a daily basis of less than five (5) consecutive work days as a

First Assistant Director, or vice versa, but aggregating five (5) or more work days of such continuous daily employment in all, the two and one-half (2½) days' Completion of Assignment Pay shall be computed on the average daily salary of the work days during such period.

(b) Freelance Associate Directors

Freelance Associate Directors employed for at least two (2) or more five-day workweeks between the commencement or resumption of employment and hiatus or layoff shall receive Completion of Assignment Pay of one (1) week's pay at their respective salary. Those not employed for two (2) five-day workweeks, but employed for five (5) or more days in the aggregate between the commencement or resumption of employment and hiatus or layoff, shall receive Completion of Assignment Pay of two and one-half (2½) days' pay at their respective salary.

(c) Completion of Assignment Pay shall be based on actual (including overscale) salary paid and shall be computed by totaling all compensation earned and dividing the total thereof by the number of weeks worked. Production fee and rest period invasion payments are not included for purposes of this computation.

If after completion of an assignment, any such above-named Employee either

(1) is carried on the Employee's salary, or

(2) is assigned to another position (whether or not subject to this BA) at a salary not less than the minimum salary of a First Assistant Director, provided that if such subsequent assignment is to a theatrical motion picture or a television program ninety (90) minutes or longer, Employer notifies the Employee not later than ten (10) days before the end of the Employee's then current assignment that the Employee is to be assigned to another position,

no Completion of Assignment Pay accrues until completion of the final assignment, and then only for the one (1) week or two and one-half (2½) days, as the case may be; the amount payable at that time to be not less than the amount due had such Employee completed the assignment in the highest category (First Assistant Director or UPM) to which the Employee was assigned.

(d) The provisions of Paragraph 13-102(b) shall apply to this Paragraph 13-103.

(e) The maximum number of completion of assignment payments required to be made by an Employer to a given Employee in any single program season is five (5) plus the final payment.

(f) The provisions of Paragraph 13-104(d) shall apply to this Paragraph 13-103.

13-104 <u>Completion of Assignment Pay for Freelance Second Assistant Directors</u>

(a) All freelance Second Assistant Directors (excluding Additional Second Assistant Directors), upon completion of an assignment, shall receive Completion of Assignment Pay of one (1) week's pay at their salary if employed for two (2) consecutive weeks or longer, and of two and one-half (2½) days if employed for less than two (2) weeks, except in the case of those employed on a daily basis for less than five (5) days. Completion of Assignment Pay shall be based on actual (including overscale) salary paid and shall be computed by totaling all compensation earned and dividing the total thereof by the number of weeks worked. Production fee and rest period invasion payments are not included for purposes of this computation.

If, however, after completion of an assignment, the Second Assistant Director either

(i) is carried on the Employee's salary, or

(ii) is assigned to another position (whether or not subject to this BA) at a salary not less than the minimum salary of a

Second Second Assistant Director, provided that if such subsequent assignment is to a theatrical motion picture or a television program ninety (90) minutes or longer, Employer notifies the Second Assistant Director not later than ten (10) days before the end of the Second Assistant Director's then current assignment that the Second Assistant Director is to be assigned to another position,

no Completion of Assignment Pay accrues until completion of the final assignment and then only for the one (1) week or two and one-half (2½) days, as the case may be. The amount payable at that time shall be computed at not less than the minimum salary of a Second Assistant Director, except if there has been a permissible upgrading to a First Assistant Director or UPM in which case Completion of Assignment Pay shall be computed and paid in accordance with the following paragraphs:

(1) Second Assistant Directors -- Upgraded and Laid Off:

An eligible Second Assistant Director (as provided in Article 14) if upgraded to First Assistant Director and/or UPM (for a week or longer) and laid off after having continuously worked in one or both (as the case may be) of such upgraded positions, shall receive the applicable Completion of Assignment Pay due for the highest paid category in which the eligible Second Assistant Director worked. If such applicable Completion of Assignment Pay is two and one-half (2½) days in such highest paid category, the Employee shall, in addition, receive two and one-half (2½) days' Completion of Assignment Pay of the next highest category in which the Employee worked five (5) or more consecutive working days.

FOR EXAMPLE:

(i) An eligible Second Assistant Director employed as such for two (2) weeks is upgraded to a First Assistant Director for one (1) week; such employment is continuously followed by employment as a UPM for two

(2) weeks or more and such Employee is then laid off. Such Employee would be entitled to one (1) week's Completion of Assignment Pay as a UPM only and no Completion of Assignment Pay as a First or Second Assistant Director.

(ii) Assume Example (i) remains the same in all respects except that eligible Second Assistant Director was upgraded on February 2 to First Assistant Director for three continuous weeks. When laid off on July 2, the Employee would be entitled to Completion of Assignment Pay of one (1) week as a First Assistant Director and no Completion of Assignment Pay as a Second Assistant Director.

(iii) Assume Example (i) above remains the same in all respects except that the employment as a UPM is for less than one (1) week. Such employee would be entitled to two and one-half (2½) days' Completion of Assignment Pay as a First Assistant Director and no Completion of Assignment Pay as a UPM.

(iv) Assume Example (i) above remains the same with respect to work as a Second Assistant Director but the employment as a First Assistant Director consists of less than one (1) week continuously followed by employment as a UPM for less than one (1) week (or vice versa), but such combined continuous employment aggregates one (1) complete week. Such employee would be entitled to two and one-half (2½) days' Completion of Assignment Pay computed on the average daily salary of the work days during such consecutive period of employment as a First Assistant Director and UPM (or vice versa), and two and one-half (2½) days' Completion of Assignment Pay as a Second Assistant Director.

(v) An Additional Second Assistant Director is upgraded to a Second Second Assistant Director, works as Second Second Assistant Director and is then laid off after working two (2) consecutive weeks or more as a

Second Second Assistant Director. Such Employee would be entitled to one (1) week's Completion of Assignment Pay computed on the basis of their salary as a Second Second Assistant Director.

(2) Second Assistant Director -- Upgrading and Downgrading

An eligible Second Assistant Director may be upgraded to First Assistant Director and/or UPM (for a week or longer) and then downgraded to a Second Assistant Director once within each successive period of four (4) months of continuous employment, commencing with the date of employment as a Second Assistant Director, without payment of Completion of Assignment Pay at the time or times of the downgrade. When subsequently laid off, such Second Assistant Director shall, at the time of layoff, receive the applicable Completion of Assignment Pay of the highest category to which the Second Assistant Director had been upgraded, computed as described in subparagraph (1) above for each such upgrading but not to exceed a total of one (1) week's Completion of Assignment Pay.

FOR EXAMPLE:

(i) An eligible Second Assistant Director commences employment as a Second Assistant Director on January 2. The Employee works continuously and on February 2 is upgraded to First Assistant Director. The Employee works one (1) week as such and is then downgraded to a Second Assistant Director. The Employee is laid off as such on July 2. The Employee would be entitled to Completion of Assignment Pay of two and one-half (2½) days as a First Assistant Director and two and one-half (2½) days as a Second Assistant Director.

(ii) Assume Example (i) remains the same in all respects except that eligible Second Assistant Director was upgraded on February 2 to First Assistant Director

for three (3) continuous weeks. When laid off on July 2, the eligible Second Assistant Director would be entitled to Completion of Assignment Pay of one (1) week as a First Assistant Director and no completion of assignment pay as a Second Assistant Director.

(iii) Assume Example (i) remains the same except that the Employee was upgraded on February 2 to a First Assistant Director for less than one (1) week and such employment was continuously followed by employment as a UPM for less than one (1) week but such combined continuous employment aggregates one (1) complete week. The Employee would be entitled to Completion of Assignment Pay of two and one-half (2½) days computed as in example (1)(iv), and Completion of Assignment Pay of two and one-half (2½) days as a Second Assistant Director.

(iv) Assume Example (i) remains the same except that on July 2 the Employee is again upgraded, this time to a UPM, for one (1) week. The Employee is then again downgraded to a Second Assistant Director and laid off as such on September 2. The Employee would be entitled to Completion of Assignment Pay of two and one-half (2½) days as a UPM, two and one-half (2½) days as a First Assistant Director and no Completion of Assignment Pay as a Second Assistant Director.

If an eligible Second Assistant Director is so upgraded and downgraded more than once during any such four (4) month period, the Employee's Completion of Assignment Pay for the first such upgrading and downgrading during each four (4) month period shall be computed and paid at the date of the Employee's final layoff in accordance with the foregoing paragraph and examples. The Employee's Completion of Assignment Pay for service as a UPM or First Assistant Director during the second and each successive upgrading and downgrading in any such four (4) month period shall be paid to the Employee at the respective times of the downgrade(s).

FOR EXAMPLE:

Assume Example (2)(i) above remains the same except that on March 1, the Employee is upgraded again, this time to a UPM. The Employee continues as such until April 1, at which time the Employee is downgraded to a Second Assistant Director and continues as such until laid off on July 2. The Employee would be entitled to Completion of Assignment Pay of one (1) week as a UPM on April 1. The Employee would also be entitled to Completion of Assignment Pay of two and one-half (2½) days as a First Assistant Director payable when the Employee was finally laid off on July 1.

(b) The provisions of Paragraph 13-102(b) shall apply to this Paragraph 13-104.

(c) The maximum number of completion of assignment payments required to be made by an Employer to a given Employee in any single program season is five (5) plus the final payment.

(d) The parties hereby clarify the Completion of Assignment Pay provisions as follows: Completion of Assignment Pay is not due when an Employee voluntarily resigns. Completion of Assignment Pay shall nevertheless be due when the Employee notifies the Employer that the Employee will not return to work following a hiatus.

13-105 Employment Contracts and Layoffs -- UPMs and Assistant Directors

(a) UPMs and Assistant Directors, in addition to being employed on a freelance, daily or weekly basis as specified in Paragraph 13-101, may also be employed as term contract UPMs or Assistant Directors. UPMs' and Assistant Directors' term contracts shall be for a minimum period of twenty-three (23) out of twenty-six (26) weeks or multiples thereof.

(b) No layoff for a term contract UPM or term contract Assistant Director shall be for less than one (1) week at a time.

13-106 No Intent to Evade

It is not the intent of the parties to use layoffs, juggle or promiscuously interrupt the employment of First and Second Assistant Directors or UPMs, or to change the duties performed by them, for the express purpose of evading Completion of Assignment Pay or of depriving them of the benefits of this BA.

13-107 Deal Memorandum -- No Credit or Offset

Following the oral confirmation between Employer and a Freelance UPM, Assistant Director or Associate Director (or the Employee's agent) of the rate of compensation and the starting date for a proposed employment of the UPM, Assistant Director or Associate Director, the Employer will deliver a "deal memorandum" to the Guild and to the UPM, Assistant Director or Associate Director (or the Employee's agent) prior to the Employee's employment. Such "deal memorandum" shall set forth at least the information contained in Exhibit "C-4" or "C-5," as applicable, attached hereto. In no event is any UPM, Assistant Director or Associate Director to commence services before delivery of the "deal memorandum" to the Guild, except in cases of *bona fide* emergency. Employer may require the UPM, Assistant Director or Associate Director to sign a copy of the "deal memorandum" prior to permitting the UPM, Assistant Director or Associate Director to commence services. Overscale cannot be used to credit or offset in any manner any payments required to be made hereunder to the UPM, Assistant Director or Associate Director.

13-108 Payroll Week

The full payroll week shall be the established payroll week of the Employer from midnight Saturday until midnight Saturday.

13-109 Time of Payment

(a) Daily UPMs, Daily Assistant Directors, and Daily Associate Directors shall be paid on a daily basis as set forth in Paragraph 13-101. When such Employee is laid off and requests pay, the Employee shall be paid at the time of layoff or the paycheck

shall be mailed within twenty-four (24) hours, excluding Saturday, Sunday and holidays.

(b) Weekly Employees shall be paid on the weekly basis for all full payroll weeks of employment, and on the fractional weekly basis (Paragraph 13-112) for other days of employment.

13-110 Extended Workday

The following provisions are effective July 23, 2023, except that in the case of a series, the following provisions apply to episodes of a series (or parts of a multi-part, closed-end series) that commence principal photography on or after July 23, 2023. See Paragraph 13-110 of the 2020 DGA Basic Agreement for the provisions that apply between July 1, 2023 to July 22, 2023 and to episodes of a series (or parts of a multi-part, closed-end series) that commenced principal photography before July 23, 2023.

(a) UPM. Any UPM who works more than sixteen (16) hours before being dismissed shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond sixteen (16) hours.

Unit Production Managers must submit claims for extended workday payments and/or dinner allowances no later than one (1) week after the UPM receives the paycheck covering the week for which the payment or allowance was due. Claims not submitted within that time period shall be waived.

(b) First Assistant Director. The following applies to the determination of First Assistant Directors' extended workday payments:

(1) The workday of a First Assistant Director working in conjunction with a shooting company is deemed to start at the general crew call and end at the time of camera wrap. When camera wrap occurs at a distant location or a "bus to" local location, actual travel time is added to the end of the workday.

(2) For other than multi-camera stage shows:

(i) A First Assistant Director whose workday as defined in subparagraph (b)(1) above is more than thirteen (13) hours but not more than fifteen (15) hours shall receive an additional one-half (½) day's salary.

(ii) In addition to any payment required by subparagraph (b)(2)(i) above, a First Assistant Director whose workday as defined in subparagraph (b)(1) above is more than fifteen (15) hours but not more than nineteen (19) hours shall receive an additional one-half (½) day's salary.

(iii) In addition to any payment required by subparagraphs (b)(2)(i) and (ii) above, a First Assistant Director whose workday as defined in subparagraph (b)(1) above is more than nineteen (19) hours shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds nineteen (19) hours.

(3) On multi-camera stage shows, when the workday as defined in subparagraph (b)(1) above of a First Assistant Director working in conjunction with a shooting company exceeds fifteen (15) hours, such First Assistant Director shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds fifteen (15) hours.

(4) If a First Assistant Director works more than fifteen (15) hours other than in conjunction with a shooting company before being dismissed, subparagraphs (b)(1), (b)(2) and (b)(3) above do not apply, and the First Assistant Director shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond fifteen (15) hours.

[13](c) Key Second Assistant Director and Second Second Assistant Director. The following applies to the determination of Key Second Assistant Directors' and Second Second Assistant Directors' extended workday payments:

(1) The workday of a Second Assistant Director working in conjunction with a shooting company is deemed to start at the earlier of the general crew call, make-up personnel call or hairdressing personnel call. A Second Assistant Director's workday is deemed to end one (1) hour after camera wrap. When camera wrap occurs at a distant location or "bus to" local location, actual travel time is added to the end of the workday.

(2) For other than multi-camera stage shows, on which only one (1) Second Assistant Director is employed, the following rules apply:

(i) At the studio or a "report to" local location, if the workday as defined in subparagraph (c)(1) above is more than thirteen (13) hours but less than fifteen (15) hours, such Second Assistant Director shall receive an additional one-half (½) day's salary.

(ii) At a distant location or a "bus to" local location, if the workday as defined in subparagraph (c)(1) above is more than thirteen (13) hours but less than fifteen (15) hours, such Second Assistant Director shall receive an additional one-half (½) day's salary.

(iii) In addition to any payment required by subparagraphs (c)(2)(i) or (ii) above, if such Second Assistant Director's workday as defined in subparagraph (c)(1) above exceeds fifteen (15) hours, such Second Assistant Director shall receive

[13] See Paragraph 24-406(f) for application of this Paragraph 13-110(c) to multi-camera prime time dramatic pilots, presentations and series.

an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds fifteen (15) hours.

(3) For shooting units on which more than one (1) Second Assistant Director is employed, any Second Assistant Director whose workday as defined in subparagraph (c)(1) above exceeds fifteen (15) hours shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds fifteen (15) hours.

(4) Notwithstanding the foregoing provisions of this subparagraph (c), if more than one Second Assistant Director is employed, the Employer may stagger the hours worked of any or all Second Assistant Directors to avoid extended workday payments as long as there is a Key Second Assistant Director or a Second Second Assistant Director present at the start and at the end of the workday as defined in subparagraph (c)(1) above. If an Employer chooses to stagger the work shifts of Second Assistant Directors, such Second Assistant Directors' workdays shall be the actual time worked (including meal periods). In that event, only such Second Assistant Directors whose actual time worked exceeds fifteen (15) hours shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond fifteen (15) hours; provided that in calculating the actual time worked, no Second Assistant Director's start time shall be earlier than the start of the workday described in subparagraph (c)(1) above and no Second Assistant Director's end time shall be later than the end of the workday described in subparagraph (c)(1) above.

For example, on a day at the studio, the makeup/hair dressing personnel call is 4:00 a.m.; the general crew call is 7:00 a.m. and camera wrap is at 9:00 p.m. The workday, as defined in subparagraph (c)(1) above, is from 4:00 a.m. to 10:00 p.m. If a Key Second Assistant Director and a Second Second Assistant Director are

employed, the Employer may assign the Second Second Assistant Director to come in at 4:00 a.m. and the Key Second Assistant Director to come in at 8:00 a.m. If the Employer releases the Second Second Assistant Director at 4:00 p.m. and the Key Second Assistant Director remains until after camera wrap, the Second Second Director's workday would be from 4:00 a.m. to 4:00 p.m. and the Key Second Assistant Director's workday would be from 8:00 a.m. to 10:00 p.m. No extended workday pay would be due to either Second Assistant Director under this example.

(5) On multi-camera stage shows, when the workday as defined in subparagraph (c)(1) above of a Second Assistant Director working in conjunction with a shooting company exceeds fifteen (15) hours, such Second Assistant Director shall receive an additional day's salary for each four (4) hour period or portion thereof by which the workday exceeds fifteen (15) hours.

(6) If a Second Assistant Director works more than fifteen (15) hours other than in conjunction with a shooting company before being dismissed, subparagraphs (c)(1), (c)(2), (c)(3), (c)(4) and (c)(5) do not apply, and the Second Assistant Director shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond fifteen (15) hours.

(d) Additional Second Assistant Director. Any Additional Second Assistant Director who works more than fifteen (15) hours before being dismissed shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond fifteen (15) hours.

(e) Special Rules for Extended Workday Payments in the New York Metropolitan Area

(1) For Employees Who Report Within the Thirty (30) Mile Zone

When an employee (other than a Unit Production Manager) reports for work within the thirty (30) mile "report-to" zone in the New York metropolitan area as described in Paragraph 13-117, the employee's workday shall commence at general crew call or the make-up and hairdressing personnel call, whichever is applicable, at the location.

(2) For Employees Who Report Outside the Thirty (30) Mile Zone

When an employee reports to work at a location which is outside the 30-mile report-to zone in the New York metropolitan area as described in Paragraph 13-117, other than a distant (overnight) location, such location shall be considered a "bus to" local location for purposes of determining the employee's extended work day. The workday of an employee (other than a Unit Production Manager) who is required to report to such a location shall be deemed to commence at the scheduled pick-up time of the crew from a mutually agreed-upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery. If no pick-up is provided, then the workday shall be deemed to commence at the time that results when the start of the workday as defined in this Paragraph 13-110 is adjusted backward to include the amount of time needed to travel to the location from a mutually agreed-upon point in the area bounded by 125th Street and the Battery or from the perimeter of the area bounded by 125th Street and the Battery. The point used for determining the start of work time for the crew shall likewise be used for determining the commencement of the workday for any employee hereunder. Likewise,

when no pick-up is provided, the amount of time needed to travel to the location as determined under the Motion Picture Studio Mechanics, Local #52 Agreement shall be used in determining the commencement of the workday for employees hereunder.

When an employee is required to work at such a location, an additional half-hour shall be added to the number of hours at which an extended workday payment is triggered under this Paragraph 13-110, based upon the workday starting at the time provided in the preceding paragraph and ending as provided in this Paragraph 13-110.

(f) Rate of Pay. As used in this Paragraph 13-110, a day's salary shall be in all cases one-fifth (1/5) the studio workweek rate, and all extended workday payments shall be excluded from all other computations.

(g) Meal Period. The meal period is included within the workday in all cases.

(h) No Compounding. The parties confirm that extended workday payments and payments for work starting on the previous day and continuing past 1:00 a.m. of the sixth or seventh day worked in an employee's workweek (as provided in Paragraphs 13-111 and 13-112) are not compounded. The Employer is instead obligated to pay the higher of the two payments.

13-111 Call for Daily UPM, Assistant Director and Associate Director

A Daily UPM, a Daily Assistant Director or a Daily Associate Director who commences work on a particular day, which work continues past 1:00 a.m. of the following day, and who has worked at least fourteen (14) hours, including meal periods, before being dismissed on such following day shall be considered to have a call for such particular day and also for such following day. For example, a Daily UPM, a Daily Assistant Director, or a Daily Associate Director who commenced work at 11:00 a.m. on Thursday and worked until 2:30 a.m. Friday shall be considered to have a call for both Thursday

and Friday. If the Employee commenced work at 10:00 p.m. on Thursday and worked until 2:00 a.m. on Friday, the Employee would not be considered to have a call for Friday. In any event, if such Daily UPM, Daily Assistant Director, or Daily Associate Director does not work past 1:00 a.m. of such following day, the Employee shall not be deemed to have worked on such day. For example, if such Daily UPM, Daily Assistant Director or Daily Associate Director commenced work at 9:00 a.m. on Thursday and worked until 12:30 a.m. on Friday, the Employee would not be considered to have a call for work on Friday.

13-112 Workweek, Partial Workweek, Prorating of Fractional Payroll Weeks, Work on the Sixth and Seventh Days in the Employee's Workweek and Shifts in the Employee's Workweek

(a) Studio Workweek: A full "studio workweek" for weekly Employees shall consist of seven (7) days with the sixth and seventh days as the regular days off at the "studio workweek rate" set forth in Paragraph 13-101 above. If a weekly UPM, weekly Assistant Director or weekly Associate Director is specifically instructed and required by Employer to perform work on six (6) days at a studio or a local location or on seven (7) days, under the direction and control of Employer, then such weekly Employee shall be compensated at the applicable following rate:

(1) For each sixth day worked in an Employee's studio workweek, Employee shall be paid one hundred fifty percent (150%) of: (i) the Employee's actual gross daily salary, in the case of daily employees; or (ii) one-fifth (1/5) of the Employee's actual gross weekly salary, in the case of weekly employees.

(2) For each seventh day worked in an Employee's workweek, Employee shall be paid two hundred percent (200%) of: (i) the Employee's actual gross daily salary, in the case of daily employees; or (ii) one-fifth (1/5) of the Employee's actual gross weekly salary, in the case of weekly employees.

(3) The production fee, if applicable, shall be included in the calculation of *pro rata* compensation for the purpose of calculating pay for the sixth day worked in an Employee's studio workweek or pay for the seventh day worked in an Employee's workweek or holiday pay.

The above provisions shall apply to any weekly UPM, Assistant Director or Associate Director, who, having commenced work on the previous day, continues to work past 1:00 a.m. on such sixth day worked in the Employee's studio workweek or seventh day worked in the Employee's workweek, as the case may be, and worked at least fourteen (14) hours, including meal periods, before being dismissed on such sixth or seventh day worked, unless such Employee receives a thirty-three (33) hour rest period for one (1) day off or a fifty (50) hour rest period for two (2) days off.

Likewise, the above provisions shall apply to any daily Unit Production Manager, Assistant Director or Associate Director, who, having commenced work on the previous day, continues to work past 1:00 a.m. on such sixth day worked in the Employee's studio workweek or seventh day worked in the Employee's workweek, as the case may be, and works at least fourteen (14) hours, including meal periods, before being dismissed on such sixth or seventh day worked, unless the Employee is also employed on the first day of the workweek following the week in which the Employee worked into the sixth or seventh day and the Employee receives a thirty-three (33) hour rest period for one (1) day off or a fifty (50) hour rest period for two (2) days off.

In any event, UPMs, Assistant Directors, and Associate Directors who do not so work past 1:00 a.m. on such sixth or seventh day worked shall not be deemed to have worked on such day by reason of work between midnight and 1:00 a.m. of that day.

For the purpose of determining an Employee's premium pay for a sixth or seventh day worked, an unworked holiday shall count as a day worked.

The parties confirm that an Employee who works a regular five (5) day studio workweek and who also works on either of the two (2) designated days off in that workweek shall be paid a sixth day worked premium for work on the designated day off. Further, an Employee who works on both designated days off of the workweek shall be paid, for work on the second designated day off, a seventh day worked premium for work on that designated day off.

(b) Distant Location Workweek: A full "distant location workweek" for weekly Employees shall consist of seven (7) consecutive distant location days, with the seventh day as the regular day off at the "distant location workweek rate" provided in Paragraph 13-101 above. Said distant location workweek rate is computed at seven-fifths (7/5) of the minimum studio workweek rate, and such payment shall include the sixth day in the Employee's workweek worked on distant location. If Employee is instructed and required by Employer to perform work at a distant location on seven (7) days in the Employee's workweek, under the direction and control of the Employer, then such Employee shall be paid for such seventh day worked an additional one-fifth (1/5) of the Employee's actual or prorated studio weekly salary, for a total of eight-fifths (8/5) of the Employee's actual or prorated studio weekly salary for a seven (7) day location workweek.

(c) In any workweek which consists of a combination of studio and distant location days, or for any work period of less than a week following the guaranteed employment period, each studio day shall be paid for at one-fifth (1/5) of the studio workweek rate plus the production fee; and each location day shall be paid for at one-seventh (1/7) of the distant location workweek rate plus the production fee, as provided herein. In no event shall such a workweek be paid at less than the weekly rate for five (5) studio days or six-fifths (6/5) of the studio rate for six (6) days if worked.

Notwithstanding the foregoing, in the case of a workweek shift for a weekly Employee that results in a partial workweek either before or after one (1) full week of employment, the Employer

may prorate the days worked for weekly Employees as provided above.

(d) The day of departure for and the day of return from distant location shall be deemed distant location days. However, when an Employee travels home at the end of production or an assignment on the sixth or seventh day of the Employee's distant location workweek and performs no other work on this day, the travel day shall be paid at one-fifth (1/5) of the studio workweek rate.

(e) The initial workweek of employment shall begin on a day designated in the Employee's deal memo. If no such day is designated in the deal memo, the initial workweek shall be deemed to begin on Monday.

(f) Employees shall be advised of any shift in the workweek prior to the commencement of that workweek. In the event that the Employee would receive fewer than two (2) consecutive days off in the workweek as a result of the shift change, the following alternative shall be available: Once during the production of a motion picture, or in the case of episodic television, once between hiatus periods (*i.e.,* between the commencement or resumption of production and a cessation of principal photography for the series for at least one (1) week), the Employer may shift the workweek, without incurring added costs, by adding one (1) or two (2) days off consecutive with the sixth and/or seventh days off of the prior workweek and/or by shifting a workweek commencing on Tuesday to a workweek commencing on Monday, provided that the intervening Sunday is a day off.

The parties confirm that the foregoing "shift in workweek" provision applies to a "round trip" switch so that the Employer is permitted to return the workweek to the originally scheduled workweek, without incurring any additional costs (*e.g.,* a Monday-Friday shift which is switched to Tuesday-Saturday can be returned to Monday-Friday without incurring any additional costs.)

Except as provided above, the Employer shall pay the appropriate premium for the sixth and/or seventh day worked in the workweek. In no case may the Employer shift the workweek to avoid paying for an unworked holiday.

(g) The AMPTP confirms that its existing contracts with the IATSE and SAG-AFTRA provide for premium payments on the sixth and seventh days worked in a workweek as defined herein. If the AMPTP eliminates such premium payments during the life of this Agreement, DGA may notify the AMPTP that it wishes to bargain concerning the workweek. The parties agree to commence negotiations within thirty (30) days thereafter. If no agreement is reached within sixty (60) days after bargaining has commenced, DGA may terminate this Agreement.

13-113 Holidays -- Assistant Directors, UPMs and Associate Directors

(a) New Year's Day, Martin Luther King Jr. Day (third Monday in January), Presidents' Day (third Monday in February), Good Friday, Memorial Day (last Monday in May), Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day shall be recognized as holidays. Effective January 1, 2024, Juneteenth (June 19th) shall also be recognized as a holiday. If any of the above holidays falls on Sunday, the following Monday shall be considered the holiday. If the holiday falls on Saturday, the preceding Friday shall be considered the holiday except on distant locations not on a five (5) day per week shooting schedule.

For productions shooting in Canada, the following Canadian holidays shall be observed in lieu of the referenced holidays listed above:

Victoria Day in lieu of Memorial Day; and

Canada Day in lieu of Independence Day (July 4th);

provided that, in each instance, both the Canadian holiday and the United States holiday are within the Employee's period of

engagement and the Employer gives no less than two (2) weeks' notice to the Employee, unless the Employee has been employed fewer than two (2) weeks prior to the first of the two holidays, in which case the Employer will provide notice to the Employee at the time of hire.

(b) When such a holiday not worked falls within the weekly or longer guaranteed period of employment, no deduction shall be made from the guaranteed compensation. If such a holiday falls within a full workweek of employment following the guaranteed period of employment, such Employee shall be paid the Employee's full weekly compensation. When such a holiday occurs within a partial workweek following the guaranteed period of employment: (i) if such Employee works the day before and the day after such holiday in the studio, the Employee shall be paid one-fifth (1/5) of the Employee's actual studio weekly salary plus production fee; (ii) if such Employee works the day before and the day after such holiday on distant location, the Employee shall be paid one-seventh (1/7) of the Employee's actual distant location weekly salary including the production fee.

(c) For holidays worked, such Employee shall be compensated as follows:

(1) For each holiday worked in the studio or on local locations, Employee will be paid two hundred percent (200%) of the Employee's actual gross daily salary (an additional one hundred percent (100%) of the Employee's actual gross daily salary).

(2) For each holiday worked on distant location, Employee shall be paid an additional one-fifth (1/5) of the Employee's actual gross studio weekly salary (same extra payment as seventh day in the Employee's workweek worked on distant location).

(d) Holidays shall apply against the guaranteed period of employment whether worked or not worked.

(e) If the Employer in its collective bargaining agreements with SAG-AFTRA, the Writers Guild or I.A.T.S.E. hereafter grants any new holiday, the same provision shall be deemed included hereunder.

13-114 Distant Location Days

UPMs and Assistant Directors shall receive, in addition to their current distant location rate, a distant location incidental allowance of $23.00 ($24.00 effective July 1, 2024) per day. The incidental allowance is payable at the same time and in the same manner as the per diem allowance.

13-115 Unworked Holidays - Assistant Directors, UPMs and Associate Directors

(a) Daily Employees: Daily UPMs, Assistant Directors and Associate Directors shall receive as compensation for unworked holidays 4% (4.583% effective January 1, 2024) of Employee's annual earnings under such schedule. Such compensation shall be payable by check sent to the Employee by April 15 in the calendar year subsequent to the calendar year in which such earnings are accumulated. Pay for unworked holidays which is paid to daily Employees during distant location employment shall be offset against such Employees' annual holiday compensation, computed as above.

(b) Weekly Employees (excluding Contract Assistants and UPMs): The total amount of salary paid in the period of a calendar year to a weekly Employee hereunder for recognized holidays not worked shall be offset against an amount equal to 4% (4.583% effective January 1, 2024) of such Employee's accumulated weekly earnings within the same period. The Employee shall be paid the amount by which such 4% computation (4.583% computation effective January 1, 2024) exceeds the amount of unworked holiday pay such Employee has received for such period.

The foregoing shall be subject to the following provisions:

(1) The weekly pay of an Employee shall be deemed to mean the Employee's pay rate specified in the wage scale, plus overscale payment, if any. A day's holiday pay shall be considered as one-fifth (1/5) of the Employee's weekly rate of pay, plus overscale payment, if any, for studio workweeks and one-seventh (1/7) of such rate of pay for distant location workweeks.

(2) Vacation pay and Completion of Assignment Pay shall be excluded from the 4% computation (4.583% computation effective January 1, 2024).

(3) Additional holiday pay due hereunder shall be payable by check sent to the Employee by April 15 of the year subsequent to the calendar year in which such pay is earned.

(4) The 4% computation (4.583% computation effective January 1, 2024) shall not be applicable to any Employee hereunder for any calendar year in which the Employee is paid for nine (9) recognized holidays.

(5) It is agreed that as to an Employer producing a motion picture under a separate corporate set-up and not intended to be a continuous producing company, a Freelance Assistant Director, UPM or Associate Director shall receive with the Employee's closing check, as compensation for unworked holidays, 4% (4.583% effective January 1, 2024) of the Employee's salary as provided in such subparagraph 13-115(b), subject to an offset of any unworked holiday pay such Employee has received for such period.

(6) If the Employer in the I.A.T.S.E. Basic Agreement hereafter increases the rate of unworked holiday pay, the same rate increase shall be deemed included hereunder.

(c) See the provisions of Sideletter No. 21 of this Agreement for unworked holiday provisions applicable to pilots and new one-hour series.

13-116 Rest Period

Any UPM, Assistant Director, or Associate Director working in conjunction with a shooting unit shall be entitled to a nine (9) hour rest period.

(a) At the studio and nearby locations, the rest period starts one (1) hour after the company wrap and ends one (1) hour prior to the next shooting call of such shooting unit; for the Second Assistant Director, the rest period ends at the earlier of the first make-up call or the general crew call.

At distant locations, the rest period starts one (1) hour after the company wrap plus normal travel time from shooting site to production office and ends one (1) hour prior to the next "company leaving" call of such shooting unit.

(b) There shall not be deemed to be any invasion of such rest period unless such rest period, as above defined, is less than nine (9) hours. If such rest period is less than nine (9) hours, the UPM, Assistant Director or Associate Director working in conjunction with the shooting unit shall be entitled to additional payment based on the following formula:

(1) If such rest period is more than four and one-half (4½) hours, the Employee shall be entitled to receive one-quarter (¼) day's salary for each hour that such rest period is less than nine (9) hours.

(2) If such rest period is four and one-half (4½) hours or less, the Employee shall be entitled to receive one-quarter (¼) day's salary for each hour worked from the end of such invaded rest period until commencement of a full nine (9) hour rest period, as defined above, deducting from such payment only the actual hours of rest given to Employee during the forced call.

(c) If such shooting unit has more than one UPM or more than one First Assistant Director or more than one Second Assistant Director, then Employer may avoid such additional payment to the additional Employee or Employees in the respective category by specifically dismissing such additional Employee or Employees.

FOR EXAMPLE:

(Assume a studio location and a First Assistant Director)

	Shooting Day 1	**Shooting Day 2**	**Shooting Day 3**	**Shooting Day 4**
Shooting Call	8:00 p.m.	1:00 p.m.	9:00 a.m.	8:00 a.m.
(1 Hr. Prior)		12:00 noon	8:00 a.m.	7:00 a.m.
Company Wrap	3:00 a.m.	3:00 a.m.	8:00 p.m.	
(1 Hr. Later)	4:00 a.m.	4:00 a.m.	9:00 p.m.	

Example A: Rest period from 4:00 a.m. on Shooting Day 1 until 12:00 noon on Shooting Day 2 = 8 hours; invasion = 1 hour; Invasion Payment: One-quarter (¼) day's salary. (Rest period here is more than four and one-half (4½) hours, but less than nine (9) hours, so apply subparagraph (b)(1) above).

Example B: Rest period from 4:00 a.m. on Shooting Day 2 until 8:00 a.m. on Shooting Day 3 = 4 hours; invasion payment from 8:00 a.m. on Shooting Day 3 (the end of the rest period) until 9:00 p.m. on Shooting Day 3 (when the next full nine (9) hour rest period commences) = thirteen (13) hours; (i.e., thirteen (13) quarter day's salary).

(Rest period here is less than four and one-half (4½) hours, so apply subparagraph (b)(2) above.)

Example C: Rest period from 9:00 p.m. on Shooting Day 3 until 7:00 a.m. on Shooting Day 4 = ten (10) hours; no rest period invasion.

(d) When an Employee reports to work at a location which is outside the thirty (30) mile zone in the New York metropolitan area as described in Paragraph 13-117, such location shall be considered a "nearby location" (i.e., a location other than a distant location which is outside the thirty (30) mile "report to" zone) for purposes of determining the Employee's rest period.

13-117 Work in the New York Metropolitan Area

The following applies to work in the New York metropolitan area only.

Any location within a radius of thirty (30) miles of Columbus Circle (the "thirty (30) mile report to zone"), other than Sandy Hook, New Jersey, shall be a "report to" location without any travel payment requirement.

13-118 Wrap Supervision Allowance

Employer shall pay an allowance of $59.00 ($62.00 effective July 1, 2024) per day to the Second Assistant Director responsible for supervising wrap on a local location, a distant location, or in the studio when "loading out" to a local location or a distant location the following day. It is understood that the Employer's obligations under this provision shall not exceed one (1) such payment per production day. The wrap supervision allowance shall be paid on series covered by Sideletter No. 21. The allowance shall be excluded from all other computations and shall not be subject to pension and health contributions.

Section 13-200 WORKING CONDITIONS

13-201 Weather Permitting Calls

(a) Employer may issue a "weather-permitting" call for extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes. A "weather-permitting" call may be issued only to Assistant Directors (other than First Assistant Directors and Key Second Assistant Directors) employed on a

daily basis prior to their dismissal for the day and to persons to be employed in such classifications who are not on payroll up to twelve (12) hours before their call time (even if a call had previously been given). Employer shall provide notice to the Guild upon issuance of a "weather-permitting" call. Employer may cancel a "weather-permitting" call up to four (4) hours prior to the call time.

In the event an Assistant Director is notified not to report to work after receiving a "weather permitting call," the Assistant Director shall be paid one-half (½) of any daily rate as set forth in Paragraph 13-101(c), and the Employer shall make the applicable pension and health contributions on that amount; however, if the notification to the Assistant Director is untimely, or the Employer authorizes the Assistant Director to work that day, the Assistant Director shall be paid the Assistant Director's applicable daily rate.

The foregoing is in addition to Employer's rights under Paragraph 13-201(b) below. The Guild agrees that it will not unreasonably deny a request by the Employer to issue a "weather-permitting" call under this paragraph for other weather conditions.

(b) Notwithstanding the above, Employer may cancel calls for Assistant Directors (other than First Assistant Directors and Key Second Assistant Directors) employed on a daily basis due to extreme heat, extreme cold, extreme wind, snow, sleet, ice storms, fire hazard as identified by the National Weather Service, smoke conditions or hurricanes, provided that the Employer gives notice to the Guild as soon as practicable. The Assistant Director must be notified of the cancellation no later than 8:00 p.m. the night before the call. Employer may also cancel calls for the first day of a new workweek (*e.g.*, Monday) so long as Employer makes the effort to inform the Assistant Director on the last day of the preceding workweek (*i.e.*, Friday in the case of a Monday call) of the possibility that the call will be cancelled and the Assistant Director is notified of the cancellation before 8:00 p.m. on the evening prior to the call (*i.e.*, Sunday in the case of a Monday call.) The Guild agrees

that it will not unreasonably deny a request by Employer to cancel a call under this subparagraph (b) due to other weather conditions.

(c) In the event an Assistant Director's call is cancelled pursuant to subparagraph (a) above, such cancellation of call shall be considered a day's work for the purpose of determining Completion of Assignment Pay. In the event an Assistant Director's call is cancelled pursuant to subparagraph (b) above, such cancellation of call shall not be considered a day's work for the purpose of determining Completion of Assignment Pay.

(d) Inadvertent failure to provide notice to the Union as provided in subparagraphs (a) and (b) above is not subject to grievance and arbitration.

13-202 Employment Conditions[14]

(a) Assistant Directors. A First Assistant and Second Assistant Director shall be employed on each motion picture and television motion picture including, without limitation, trailers, talent tests and promos, non-theatricals, industrials and documentaries, westerns, serials and shorts, except as provided below. When a second accredited Director is assigned to a second unit, a First Assistant Director (or Second Assistant Director at the pay of a First Assistant Director in connection with such assignment) must be assigned to such second unit. If a First Assistant Director or anyone other than the accredited Director is assigned to direct the second unit, then a Second Assistant Director (or, at the option of the Employer, a First Assistant Director) must be assigned at the rate of pay of a First Assistant Director. A First Assistant Director and a Second Assistant Director must be assigned to all second units on which twenty (20) or more persons are employed to be photographed. The Employer shall not be required to employ a Second Assistant Director for trailers, talent tests or promos unless twenty (20) or more persons are employed to be

[14] See Paragraph 24-401 for staffing provisions applicable to multi-camera prime time dramatic pilots, presentations or series.

photographed. The Employer shall not be required to employ a First Assistant Director for trailers and talent tests or promos unless there are more than eight (8) persons, excluding the Director, employed by Employer for the particular production unit during such day.

An Additional Second Assistant Director shall not be employed on a production (including preparation therefor) unless one (1) Key Second Assistant Director and one (1) Second Second Assistant Director or two (2) Key Second Assistant Directors are also employed on the production. Additional Second Assistant Directors are not entitled to receive guaranteed preparation time, production fees or Completion of Assignment Pay.

(b) Request for Another Second Assistant Director. If the UPM or First Assistant Director determines that another Second Assistant Director is needed, the UPM or First Assistant Director shall so recommend and the Employer will not unreasonably withhold its approval.

(c) Unit Production Managers. A UPM may be assigned to work concurrently on one or more productions, whether theatrical and/or television. A UPM shall be assigned to each feature motion picture and each television program or series except under the following conditions:

(1) Employer may assign the duties of a UPM on no more than one theatrical motion picture or television program or series of programs at a time to each staff production executive in its employ (regardless of such executive's title) who actually performs the UPM functions, provided that Pension and Health contributions are made on behalf of each such staff production executive to the Pension Plan and the Health Plan as provided herein. Such contributions shall be based on the actual salary of the UPM for the time that the staff production executive performs the duties of a UPM. Each production executive performing UPM functions must be on the Qualification List, unless such executive was "qualified"

under the 1978 Basic Agreement. The Employer shall send the Guild a list of such "qualified" executives.

(2) When a picture is shooting predominantly in a studio or on a studio ranch with limited cast and sets under such circumstances that the First Assistant can function on the set to assist the Director and still discharge the off-the-set duties without assigning the same to persons not Employees, or when such duties may be performed in accordance with the provisions of Article 1 hereof by other persons who are qualified staff production executives.

(3) Employer may request from the Guild a waiver regarding the staffing of a UPM in any other instance when such staffing does not appear warranted. If the Guild fails to respond to the Employer's request for waiver within five (5) days after receipt by the Guild, the Employer may proceed as though a waiver had been given.

When no UPM is assigned to a production, the functions of a UPM shall be deemed included as part of the work of the First Assistant Director. Such UPM/First Assistant Director shall be paid no less than one hundred twenty-five percent (125%) of the applicable minimum compensation (including production fee when applicable) for a UPM.

When both UPMs and Assistant Directors are employed by an Employer, or when a UPM is occasionally employed on individual productions, the functions of the UPM relate substantially but not entirely to business functions, and those of Assistant Directors relate substantially but not entirely to functions more directly under or with the Director.

(d) Unit Production Managers, multi-camera film. The following shall apply to the assignment of Unit Production Managers on multi-camera sitcoms:

(1) Combination UPM/First Assistant Directors shall not be employed on multi-camera sitcoms.

(2) Subject to subparagraph (d)(1) above, a UPM and a First Assistant Director will be assigned to each multi-camera sitcom.

(3) The UPM shall be assigned no later than fifteen (15) days prior to the first day of camera blocking on the first episode of the first season of a series. For returning series, the UPM shall be assigned no later than thirteen (13) days prior to the first day of camera blocking on the first episode of each season. For pilots, the UPM shall be assigned no later than eight (8) days prior to the first day of camera blocking. On presentations 16-30 minutes in length, the UPM shall be assigned no later than five (5) days prior to the first day of camera blocking.

(4) Prior to the assignment of the UPM as provided in subparagraph (d)(3) above, the Employer may assign a staff production executive (regardless of Qualification List status) to prepare one or more projects.

(e) Trainees. Trainees shall not be subject to any of the provisions of this BA other than Section 14-100 and those provisions referred to in Paragraph 14-102.

13-203 Reporting of Hospitalization

When a UPM, Assistant Director, or Associate Director, while employed, requires hospitalization, the nature and place of hospitalization shall be reported to the Guild as soon as practicable.

13-204 Employees in the Armed Services

Recognizing the moral and legal responsibility to the Employees subject to this BA who have entered into the Armed Services, the Employer and the Guild agree that they have a joint responsibility (subject to the then-existing statutes) in the reinstatement of such

Employees to the jobs such Employees held prior to their entry into the Armed Services.

13-205 Pay Adjustment for Work in Higher Classifications

(a) When a UPM or a First or Second Assistant Director is assigned as a Second Unit Director, or as a Director for one (1) complete day or longer, but fewer than five (5) consecutive working days (consisting of shooting days that the Employee directs and applicable preparation days, as provided in Paragraph 4-102), the Employee shall be adjusted to the Director's minimum daily rate for the number of such working days; provided, however, if such Employee is so assigned for five (5) consecutive working days or more, the Employee shall be adjusted to the Director's minimum weekly rate.

(b) When a Second Assistant Director is assigned (as provided in Article 14) as a First Assistant Director or a UPM, the Second Assistant Director shall be increased during the time when performing in such capacity to not less than the respective daily or weekly rate for First Assistant Directors or UPMs, as the case may be, specified in the Minimum Salary Schedule set forth in Paragraph 13-101, except when relieving the First Assistant Director or UPM from time to time for periods of less than one day.

(c) In the event a Second Assistant Director on a second unit takes the place of a First Assistant Director who has been elevated (and adjusted for shooting and preparation days as above provided) then, unless there is another First Assistant Director on the unit, such Second Assistant Director, in addition to being adjusted to First Assistant Director rate for the shooting day or days on which the individual performs as a First Assistant Director, as above provided, shall also be adjusted for one preparation day only, as a First Assistant Director.

13-206 Notice of Termination[15]

(a) An Assistant Director, UPM or Associate Director not personally notified of being taken off payroll by 4:00 p.m. on any work day (excluding holidays or the sixth or seventh day in the Employee's workweek) shall be considered as having been called to work on the following work day. In any event, such notification shall be given at the earliest time reasonably possible.

(b) If a UPM, First Assistant Director, Second Assistant Director or Associate Director is taken off payroll prior to the completion of production of any television or theatrical motion picture to which the Employee was assigned, the Employer shall provide the Guild, upon its request, in writing, the reasons for such removal from the Employer's payroll.

(c) The obligation of the Employer upon entering into an agreement for the employment of a UPM, Assistant Director or Associate Director to furnish employment during "guaranteed" periods of employment shall be wholly satisfied by the payment of the agreed salaries for the applicable minimum period. The provisions of Paragraph 6-105 of this BA shall apply to UPMs, First and Second Assistant Directors and Associate Directors.

(d) A Unit Production Manager, First Assistant Director or Key Second Assistant Director who is replaced without good cause after completing work on at least: (i) fifty percent (50%) of the episodes in a single television series order, excluding options, of thirteen (13) episodes or more; or (ii) fifty percent (50%) of the days of principal photography on a long-form television motion picture ninety (90) minutes or longer or theatrical film, shall be paid three (3) weeks' Completion of Assignment Pay in lieu of any Completion of Assignment Pay required under Paragraphs 13-102, 13-103 and 13-104. In the event that the Employer employs two (2) "alternating" First Assistant Directors on an episodic television series, and replaces such

[15] See Paragraph 24-406(d), (e) and (f) for application of this Paragraph 13-206 to multi-camera prime time dramatic pilots, presentations and series.

alternating First Assistant Director(s) without good cause, such Employee(s) shall receive the payment provided in this subparagraph (d) if:

(1) such Employee(s) would have worked on fifty percent (50%) of the episodes in the series order, provided that such order is for at least thirteen (13) episodes, excluding options; and

(2) such Employee(s) has completed work on fifty percent (50%) of the episodes on which the Employee would have worked had the Employee not been replaced.

(e) This subparagraph (e) applies to Assistant Directors and Unit Production Managers who have been employed on a weekly basis on a production or series for at least the three (3) consecutive workweeks prior to replacement. Should it appear necessary to replace such an Employee, the preferred practice is that the Employee be made aware of the reason(s) therefor at least two (2) days in advance. However, the Employee need not be told that replacement is contemplated. If such Employee is replaced, other than for cause, without so being made aware, the Employee shall be entitled to one (1) week plus two (2) additional days of salary in addition to any other payments due under this Agreement, but in no event more than the Employee would have received had the Employee worked until the completion of the production or the season.

The AMPTP has expressed concerns about potential misuse of this provision. In light of those concerns, the DGA and AMPTP agree that, upon request of the AMPTP, they shall meet to review its operation and to identify problems and issues relating to its implementation. The AMPTP shall advise the Guild of any instances or claims brought by the Guild which the AMPTP believes comprise examples of misuse of the purposes of the provision and the parties will attempt to resolve any disagreement on that subject. After said meeting, the parties shall, at either party's request, meet again to review whether there has been a repetition of the problems identified at the prior meeting or other misuse of this provision. If, after this

second meeting, the AMPTP determines on a good faith basis that this provision has been applied in a manner which disregards the purpose thereof as intended by the parties at the time of its negotiation and that further efforts to resolve identified problems would not be productive, then, at any time thereafter, the AMPTP may, upon three (3) months notice, cancel the provisions of this subparagraph (e).

Nothing herein is intended nor shall it be construed to imply any guarantee of employment beyond the minimum period guaranteed in this Basic Agreement.

13-207 Jurisdictional Disputes -- Assistant Directors, UPMs and Associate Directors

The Guild agrees to cooperate in good faith with the Employer and other local unions in the industry in working out a method for the determination of jurisdictional disputes without work stoppages.

13-208 Duties of Assistant Directors and UPMs

(a) No one shall perform the customary and usual duties of a Second Assistant Director except a UPM (to the extent that such interchange is permissible under this BA) or a First or Second Assistant Director.

(c) No one shall perform the customary and usual duties of a First Assistant Director other than a Second Assistant Director who is qualified hereunder for interchange, a First Assistant Director or a UPM (to the extent that such interchange is permitted by the terms of this BA).

(c) No one shall perform the customary and usual duties of a UPM other than a UPM, First Assistant Director or a Second Assistant Director except as specifically provided in this BA.

13-209 Screen Credit for Assistant Directors and UPMs[16]

Employer shall accord credit in a "prominent place" on all positive prints of each feature or television motion picture, photography of which commences during the term hereof except as provided below, to the UPM, First Assistant Director and Key Second Assistant Director rendering their services for the production.

The term "prominent place" means no less than a separate card, or its equivalent in a crawl, shared by no more than three (3) names. The only "technical" credits which may receive a more prominent place shall be those of the Director of Photography, the Art Director and the Film Editor.

The order of the names on such card or such crawl shall be UPM in the first position, First Assistant Director in the second position and Second Assistant Director in the third position and each of such names on the card or crawl shall be of the same size and style of type.

On a motion picture photographed in whole or in part in a foreign country on which Employer employs both UPMs and/or Assistant Directors subject to this BA and UPMs and/or Assistant Directors not subject to this BA, if either the UPM, First Assistant Director or Key Second Assistant Director subject to this BA works on such a production less than fifty percent (50%) of the shooting days, that individual will receive screen credit, either on a card immediately following the credit accorded to the foreign UPM, First Assistant Director or Key Second Assistant Director, as the case may be, or with the credits for the U.S. crew.

Any episodes produced hereunder of any television series, either new or continuing, shall conform to this Paragraph 13-209 for all seasons subsequent to those which started prior to July 1, 2017. This Paragraph 13-209 shall not be applicable to any theatrical or television motion picture whose titles were completed before or are in work on July 1, 2017.

[16] See Paragraph 24-406(c) for screen credit provisions applicable to multi-camera prime time dramatic pilots and series.

Nothing herein shall preclude any of the above-named Employees from negotiating credit provisions more favorable than those specified herein.

In the event of a dispute as to the persons to be accorded credit or the manner of according credit, the matter shall be submitted to the Guild for determination.

13-210 Aircraft Flight Allowance

A First or Second Assistant Director required to and performing regular assigned duties, as such, while flying in an aircraft in connection with a picture actually being photographed in such flight shall receive an allowance of $185.00 ($194.00 effective July 1, 2024) for each such flight. The Guild will cooperate with Employer to avoid payments for unreasonable claims -- *e.g.*, claims for separate payments in the course of one assignment for each time an aircraft makes a landing.

13-211 Underwater Work Allowance

The following allowance shall be paid when the work described below is done by First and Second Assistant Directors at the direction of the Employer: diving, in diving mask, air helmet, diving suit or artificial air helmet, in water ten (10) feet or more in depth, or descending in a submarine, an allowance of $185.00 ($194.00 effective July 1, 2024) per dive or descent. The Guild will cooperate with Employer to avoid payments for unreasonable claims -- *e.g.*, claims for separate payments in the course of one assignment for each time a diver surfaces.

13-212 Overscale Pay and Allowances

That portion of a First Assistant Director's or Second Assistant Director's salary paid in excess of the scheduled minimum salary rate for such First or Second Assistant Director may not be offset against aircraft flight and underwater work allowances.

13-213 Clothing for Hazardous Work

Employer shall provide each Employee with suitable clothing while the Employee is performing work in abnormally cold or wet conditions.

13-214 Travel to Distant Location and Insurance

(a) Coach class air travel shall be permissible for 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 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.

(b) All other flights shall be business class when available and, if not available, first class.

(c) 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 the other employee 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.

(d) All transportation to and from distant locations by means other than air travel, and meals and accommodations while on distant locations, for Unit Production Managers, Assistant Directors and Associate Directors shall be first class or the best obtainable if first class transportation, meals and accommodations are not available where and at the time required by the Employer.

(e) Employees shall not be required to drive Transportation vehicles nor use their vehicles for the purpose of transportation of talent, crew or equipment. Whenever Employees furnish their own transportation at the Employer's request, Employer shall pay mileage expense at the rate of thirty cents ($.30) per mile. If the Employer in the I.A.T.S.E. Basic Agreement hereafter increases the mileage expense rate, the same rate shall be deemed included hereunder.

(f) The provisions of Paragraph 9-103 shall apply to UPMs, Assistant Directors and Associate Directors.

(g) With respect to motion pictures produced in the Los Angeles area, Employees may be required to report, without any payment for mileage, to any point within the thirty (30) mile Los Angeles zone which is within a ten (10) mile radius designated by the Employer. Such designation shall be made no later than the start of the production in the case of a pilot, television motion picture more than one (1) hour in length, or theatrical motion picture or, in the case of a half-hour or one-hour television series, no later than the start of each season's production.

(h) The following areas shall be treated as within the thirty (30) mile Los Angeles zone: Agua Dulce, Castaic (including Lake Castaic), Leo Carillo State Beach, Moorpark, Ontario International Airport, Piru and Pomona (including the Los Angeles County Fairgrounds).

13-215 Meal Period

Reasonable time for appropriate meals shall be allowed all Employees hereunder.

13-216 Dinner Allowance

Except on distant location, if a UPM, Assistant Director or Associate Director starts work on or before 9:00 a.m. and works after 7:30 p.m., the Employee shall be paid a dinner allowance of $31.00 ($33.00

effective July 1, 2024) unless the Employer furnishes a dinner which starts no later than 9:00 p.m.

13-217 Casual Reassignment

Taking Assistant Directors off television motion picture shooting companies on the last day or two and substituting others is undesirable and shall not be done except in exceptional circumstances.

13-218 Production Reports, Call Sheets, and One Line Schedules

Employer shall make production reports available for inspection by the Guild upon the Guild's request. Employer shall make call sheets and one line schedules available for inspection by the Guild upon the Guild's request in connection with program audits.

13-219 Budget Disclosure

The First Assistant Director shall be furnished appropriate information about the budget and terms of actors' deals as necessary to perform their duties.

13-220 Offices

With respect to productions located at the studio:

(a) Employer shall use reasonable efforts to provide a private office, with desk and telephone, at the studio for the Unit Production Manager.

(b) Employer shall also use reasonable efforts to provide a private office, with desk(s) and telephone(s), at the studio to be shared by Assistant Directors.

13-221 Scenes from the Set or Location of a DGA-Covered Non-Dramatic Program - Other Employees

When a television or theatrical motion picture shoots one or more scenes on the set or location of a non-dramatic program produced under another DGA collective bargaining agreement, the Employer

shall have no obligation to retain the services of any Employee employed on the non-dramatic television program.

Section 13-300 PREPARATION TIME[17]

13-301 Freelance or contract First and Second Assistant Directors shall be guaranteed preparation time not less than set forth in the following schedule:

Type and/or Length of Motion Picture	**Guaranteed Preparation* Days Per Motion Picture**	
	First Assistant Director	**Second Assistant Director**
****Television Motion Pictures**		
15 minutes or less in length	1½ days	—
16 - 30 minutes	3 days	1 day (2 days for pilot or first episode of series)
31 - 60 minutes	6 days	2 days (3 days for pilot or first episode of series)
61 - 90 minutes	10 days	5 days
91 - 180 minutes	15 days	7 days
THEATRICAL		
Features	15 days	7 days
Shorts	2 days	1 day

* A replacement UPM or First Assistant Director is guaranteed five (5) days of preparation and a replacement Second Assistant Director is guaranteed two (2) days of preparation for a theatrical motion picture and a television motion picture ninety (90) minutes or longer. The foregoing sentence does not apply if the replacement UPM or Assistant Director was already assigned to the motion picture.

** Provided, however, that in the event a television motion picture or mini-series which is shot consecutively has a running time in

[17] See Paragraph 24-404 for prep time provisions applicable to multi-camera prime time dramatic pilots, presentations or series.

excess of three (3) hours, then additional preparation time shall be allowed as follows:

(a) First Assistant Director: Two (2) days of preparation time shall be added for each hour of running time in excess of three (3) hours up to a maximum of ten (10) hours; and if the running time exceeds ten (10) hours, then one (1) day of preparation time shall be added for each hour of running time in excess of ten (10).

(b) Second Assistant Director: One (1) additional day of preparation for each hour of running time in excess of three (3) hours to a maximum of ten (10) hours of running time.

Preparation time, when applicable, shall be guaranteed only to the first-assigned First Assistant Director and the first-assigned Second Assistant Director, as the case may be, on any such motion picture, subject to the provision following the first asterisk above.

13-302 The amount of preparation, if any, granted for second units (except as provided below and in Paragraph 13-205) or "bridging" of any nature, or for the type of service referred to in Paragraph 4-105, shall be at the Employer's discretion.

A First Assistant Director on a second unit shall receive preparation time when the cast (excluding extras) and crew number twenty (20) or more or whenever stunts are to be performed. The preparation time shall be one (1) day for one (1) or two (2) days of shooting, and two (2) days for three (3) or more days of shooting. However, such First Assistant Director preparation requirement does not apply to any unplanned units, emergencies or when preparation time is not needed because the First Assistant Director assigned to the second unit work has been working on the production in a Guild capacity covered by the terms of this BA.

13-303 Preparation time shall be actually worked except when it is not possible or in case of an emergency. In each such case, the Guild shall be notified in detail as soon as possible, and an allowance equal to the preparation time provided hereunder shall be paid within one

(1) week to the Assistant Director involved. However, in the event two (2) First Assistant Directors and one (1) Second Assistant Director (or their substitutes) are assigned as the regular staff to a television series which is in continuous production, and such First Assistant Directors are assigned on alternate programs, it shall be deemed to be "not possible" for such Second Assistant Director to actually work their preparation time, and an allowance equal to the preparation time provided hereunder shall be paid to the Second Assistant Director involved on or before the next regular pay day following the pay week in which it is earned. In the event such Second Assistant Director remains assigned to the same television series and on payroll, without working on any other project during a production hiatus of such television series, such time the Second Assistant Director remains on the payroll during such hiatus shall be deemed preparation time, to the extent of two (2) days per week, or the next succeeding programs of such television series up to a maximum of four (4) such programs.

If a Key Second Assistant Director and Second Second Assistant Director or two (2) Key Second Assistant Directors are employed on an episodic television motion picture for at least two (2) days, neither shall receive payment for unworked preparation time.

13-304 When the aggregate of the preparation days ends in a half-day, such half-days shall be treated as a full day.

13-305 **Rehearsal Days**

Rehearsal days shall be considered actual shooting days subject to the following:

(a) In instances when no one other than cast is used, rehearsal days shall be considered preparation, and not shooting days.

(b) For any rehearsal day that two (2) or more Assistant Directors are employed on a television motion picture, such day shall be considered a preparation day and not a shooting day.

13-306 Order of Assignment

It is understood that the order of assignment of Assistant Directors to photography or preparation shall be in the Employer's discretion.

13-307 Waivers (For Television Motion Pictures)

It is agreed that the Guild will consider Employer's request for special waivers to modify such above preparation time requirement for Assistant Directors. In such case, Employer shall request such waiver in advance of actual production and give pertinent facts with respect to the nature of the production. The Guild will act promptly upon such requests and, in the event it is found by the parties that the production does not reasonably require such preparation time, a waiver will be granted. Any waiver shall not constitute a precedent for other Employers or other television motion pictures or series of the same Employer; it being understood that each individual request for such waiver is to be considered on its own merits and particular circumstances.

13-308 Preparing the Script

No UPM or Assistant Director shall be required to prepare a script, written budget or written analysis unless the UPM or Assistant Director is on salary.

Section 13-400 GUARANTEED WRAP

13-401 UPMs on theatrical motion pictures, or television motion pictures sixty-one (61) minutes or longer, or the final episode of an episodic series, or on any pilot one (1) hour or longer are guaranteed five (5) days of wrap if that time is actually worked, and in the case of a pilot of less than sixty (60) minutes three (3) days of wrap if that time is actually worked. Wrap time for pilot programs does not apply to *de facto* pilots.

Section 13-500 CONTRACT EMPLOYEES

13-501 Except as herein otherwise provided, the minimums and working conditions provided herein for Assistant Directors, UPMs and Associate Directors shall be applicable to contract Assistant Directors, UPMs and Associate Directors.

Section 13-600 VACATIONS -- ASSISTANT DIRECTORS, UNIT PRODUCTION MANAGERS AND ASSOCIATE DIRECTORS

13-601 Except as otherwise provided in Sideletter No. 21 of this Agreement, each Assistant Director, UPM and Associate Director shall receive earned vacation pay at a rate of four percent (4%) of the Employee's salary upon layoff, dismissal or following a one-year period from the anniversary date of employment, whichever is the earliest.

Section 13-700 ADDRESS VERIFICATION FOR LOCAL HIRES ON DISTANT LOCATION

13-701 Employer shall obtain verification from an individual of the individual's home address in order to employ that individual as a "local hire," as follows:

(a) The Guild will provide documentation of the home addresses of all members, and of other individuals who have been previously employed under this Agreement or who have been placed on a Qualifications List. Employer, the Guild and all Employees shall be bound by the Guild's listing of an individual's address for the purposes of determining whether the individual may be employed as a "local hire."

(b) In order to be employed as a "local hire," an individual who does not come within the categories described in subparagraph (a) above must provide the Employer with documentation that the individual has been a resident of the area in which the individual is to be employed for at least sixty (60) days prior to the first day of employment. This documentation shall comprise a valid state driver's license or photo identification issued by the federal or state government showing the local

address of the individual, and at least one (1) of the following documents:

voter registration
automobile registration
mortgage statement
telephone or other utility bills

In the alternative, Employer may employ such an individual subject to the individual providing this documentation within three (3) days of the date of employment. If the individual fails to provide this documentation within the three (3) days, Employer must either provide all the conditions of distant location employment (compensation and/or benefits), or terminate the employment forthwith.

In either case, Employer shall attach a photocopy of such documentation to the Employee's deal memo.

This subparagraph (b) is agreed subject to review by outside counsel for compliance with applicable state and federal law.