Return to Previous Section

ARTICLE 4

Directors' Freelance Contracts

4-101 Cost of Motion Picture As Basis of Salary

The cost of a motion picture as estimated by the Employer in good faith at the time of the commencement of principal photography shall be the cost of such motion picture for the purpose of the schedule set forth in Paragraph 3-101. For the purpose of this clause, any deferment of "direct" production costs shall be deemed to be a part of production costs. When the Director believes the budget is not accurate and it affects salary, the matter may be submitted through the Grievance and Arbitration Procedure.

4-102 Second Unit Work on Weekly or Daily Basis and Applicable Preparation Time

A Director may be employed for second unit work, talent tests, trailers or promos on a weekly basis, as in Paragraphs 3-101, 10-101 or 10-103, or the Employer may employ such Director on a daily basis, in which case such minimum daily salary shall be one-fourth of the minimum weekly rate applicable to the type of motion picture for which the work is performed. The Director's minimum preparation time for second units shall be: one (1) day's preparation for one (1) day's shooting; two (2) days' preparation for two (2) or three (3) days' shooting; three (3) days' preparation for four (4) or more days' shooting. However, this preparation time requirement shall not apply to any unplanned units, emergencies or when preparation time is not needed because the Director of the second unit work has been working on the production in a different Guild capacity covered by the terms of this BA.

4-103 Starting Date

(a) All contracts entered into for the employment of Directors for the purpose of directing motion pictures of the respective types and classifications, and for the respective minimum

compensations designated in this BA (excluding shorts, one-hour, or half-hour television films and any guaranteed employment period of one (1) week or less, and excluding daily employment) shall provide an "on or about" starting date; it being agreed that the phrase "on or about" shall allow a latitude of one (1) week either prior to or after the starting date specified in such contract; and it being further agreed that the exact date for the commencement of the term of such contract is to be specified by the Employer and is to be not earlier than one (1) week before the starting date specified in such contract nor later than one (1) week after the starting date therein specified, exclusive of any preparation days in advance of such starting date permitted in the case of television films.

(b) With reference to one-hour television films, "on or about" shall be administered as set forth above but with a latitude of not more than three (3) days before or three (3) days after the specified starting date. With reference to shorts, half-hour television films and any guaranteed employment period of one (1) week or less, excluding daily employment, "on or about" shall be administered as set forth above but with a latitude of not more than two (2) days before or two (2) days after the specified starting date. There shall be no allowable variation in the starting date for daily employment.

(c) An "on or about" starting date may be postponed by agreement of the parties only to a specific date. There can be no second "on or about" date.

4-104 **<u>Travel</u>**

All transportation, meals and accommodations to location for 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, and provided further, that with respect to locations, other than distant locations, such transportation shall be limited to equipment available at the studios. Except as otherwise more favorably provided in his or her personal service contract, Employer will further reimburse Director for reasonable incidental expenses incurred in connection with the

production of the picture. Such reimbursement shall be made promptly following presentation of the appropriate vouchers in customary form.

4-105 **Compensation on Recall for Particular Services**

Should a Director be recalled, after having been closed, for additional work, including but not limited to retakes, added scenes, sound track, process shots, transparencies, or trick shots, trailers, changes, or for any other purpose, compensation for such additional services shall be payable at the weekly rate provided for in his or her contract of employment covering such picture, but shall be payable only for the days on which such services are actually performed. In computing compensation for such services rendered for a period of less than a full week, the weekly rate shall be prorated in the manner provided in Paragraph 4-106, below. It is agreed, however, that no compensation shall be payable for such services to the extent that they are rendered within the guaranteed period of employment.

There shall be no minimum preparation requirement for performing such services when the original Director is recalled. If the original Director is not available or does not agree to perform such services and another Director is to perform such services, one day of preparation time shall be provided, regardless of the length of employment; provided, however, if the Director is called for a single day's employment, and the shooting of the additional work takes five (5) hours or less, then the preparation requirement shall be included in the same day, and only one (1) day's compensation shall be paid.

4-106 **Compensation for Fractional Week (for Theatrical Motion Pictures)**

In computing compensation to be paid any Freelance Director on a weekly basis, with respect to any work period of less than a week following the guaranteed employment period, the compensation per day during such partial "workweek" shall be computed and paid for at one-fifth (1/5) of the minimum weekly rate or contractual rate, whichever is higher. In computing compensation to be paid any Freelance Director of shorts on a weekly basis, with respect to any work period of less than a week, following a full "workweek," the

compensation per day during such "partial workweek" shall be computed and paid for at one-fifth (1/5) of the minimum weekly rate or contractual rate, whichever is higher.

4-107 **<u>Holidays, Sixth and Seventh Days Worked in the Director's Workweek</u>**

(a) New Year's Day, 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. 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.

When such a holiday not worked falls within the guaranteed period of employment, no deduction shall be made from the guaranteed compensation.

If an unworked holiday falls within a full workweek of employment following the guaranteed period of employment, the Director shall be paid his or her full weekly compensation. When such a holiday occurs within a partial workweek following the guaranteed period of employment, if the Director works the day before and the day after such holiday, the Director shall be paid in the same manner as if he or she had worked such day.

(b) The Director's workweek consists of seven (7) consecutive days with the sixth and seventh days as the regular days off in a studio workweek and the seventh day as the regular day off in a distant location workweek. For the purpose of determining a Director's premium pay for a sixth or seventh day worked, an unworked holiday shall count as a day worked. The provisions of the last paragraph of Paragraph 13-112(a), and subparagraphs 13-112(e) and (f) shall apply to Directors, but subparagraph 13-112(e) shall be subject to the provisions of Paragraph 4-103.

(c) (1) During the period July 1, 2005 to and including September 30, 2005, if a holiday is worked at the Employer's direction, or if the Director works seven (7) days in his/her workweek at the Employer's direction, the Director shall be paid for such holiday or seventh day worked (i) one-fifth (1/5) of his or her actual weekly salary plus $2,396.00; or (ii) if compensation is less than $2,396.00 per day, then an amount equal to two hundred percent (200%) of such *pro rata* daily compensation. (The $2,396.00 figure above shall be increased to $2,468.00 during the period October 1, 2005 through June 30, 2006, to $2,542.00 during the period July 1, 2006 through June 30, 2007 and to $2,618[†] during the period July 1, 2007 through June 30, 2008.)

(2) If a Director works six (6) days in his/her workweek at the request of Employer in the studio, the Director will be paid for such sixth day worked, in addition to guaranteed weekly compensation, one hundred fifty percent (150%) of the Director's actual *pro rata* daily salary or an additional two hundred percent (200%) of scale, whichever is lower.

(3) For Directors employed on a "flat" deal, the additional compensation shall be $2,396.00 per day for the seventh day worked in his/her workweek and holidays (which shall be increased to $2,468.00 for the period October 1, 2005 to and including June 30, 2006, to $2,542.00 for the period July 1, 2006 to and including June 30, 2007 and to $2,618[†] for the period July 1, 2007 to and including June 30, 2008) and one-fifth (1/5) of applicable weekly minimum for the sixth day worked in the Director's workweek in the studio.

The days so worked may be credited against minimum days guaranteed, but the compensation in excess of *pro rata* for the seventh day worked in the workweek and holidays and the

[†] See text of footnote on page 36.

sixth day worked in a studio workweek will not be credited against guaranteed compensation. If the sixth day worked in a studio workweek is a holiday, the holiday rate shall be paid.

(d) Travel or scouting on the seventh day worked in the workweek or holidays or the sixth day worked in a studio workweek at Employer's request shall be compensated by payment only of *pro rata* daily compensation.

(e) Employees receiving more than three hundred percent (300%) of minimum compensation may agree to waive additional pay for travel.

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

4-108 **<u>Deal Memorandum</u>**

Following the oral confirmation between Employer and a Freelance Director (or the Director's agent) of the rate of compensation and the starting date for a proposed employment of the Director, the Employer will deliver a "deal memorandum" to the Guild and to the Director (or the Director's agent) prior to his or her employment.

Such "deal memorandum" shall set forth at least the information contained in Exhibit "C-1" or "C-2," as applicable, attached hereto. The "deal memorandum" submitted may contain further terms in addition to those specified in such Exhibits, including part or all of the terms of the employment contract.

With respect to any motion picture, including a multi-part closed-end series but excluding an episode of a television series or serial, Employer shall submit to the Director the then available top sheet of the budget at the same time it delivers the Director's Deal Memorandum.

In no event is any Director to commence services before delivery of the "deal memorandum" to the Guild, except in cases of *bona fide*

emergency. If such services commence prior to delivery of the "deal memorandum" to the Guild, the Guild may notify Employer to forthwith deliver such "deal memorandum" to the Guild. If Employer fails to deliver the "deal memorandum" within twenty-four (24) hours after such notice, the Guild may order the Director to withhold services until a "deal memorandum" is delivered to the Guild. The Employer may require Director to sign a copy of the "deal memorandum" prior to permitting the Director to commence services.

Upon commencement of principal photography of a theatrical motion picture, or of a television motion picture ninety (90) minutes or longer, Employer shall furnish to the Director and to the Guild an addendum to the Director's deal memorandum containing the following information as set forth in Exhibit “C-3" attached hereto, to the extent that such information is then known to the Employer: the dates scheduled for start and finish of the Director's cut; the dates for special photography and processes, if any; the date for delivery of the answer print; and date of release (for theatrical films) or date of network broadcast (if applicable). Employer shall notify the Director and the Guild as soon as practicable in the event of a change in the post-production schedule. The Creative Rights Standing Committee shall continue to examine the utility of these obligations.

4-109 **Personal Services Agreement**

Following the "deal memorandum," the Employer will, as soon as practicable, deliver to the Director a proposed written contract of employment of the Director. Such contract shall clearly set forth the Director's weekly salary rate.

4-110 **Prohibition Against Credits and Offsets**

Overscale cannot be used to credit or offset in any manner any payments required to be made to the Director.

The only exception to the prohibition against crediting or offsetting of monies in excess of scale is the right of Employer to negotiate with the Director to credit or offset residuals against monies in excess of two hundred percent (200%) of scale.

No prepayment of residuals will be permitted unless set forth in the "deal memorandum" in the specific amounts which are to be prepaid. Residual compensation shall not otherwise be prepaid. Any prepayment of residual compensation shall be sent to the Director in care of the Guild and not combined with the other payments for his or her services.

The provisions of this Paragraph 4-110 do not apply to directors of theatrical motion pictures. Thus, crediting or offsetting against residual payments for theatrical motion pictures may be done only under the terms of Paragraph 18-109 or Paragraph 19-109, as applicable.

The provisions of Paragraph 20-1101 apply to directors of programs covered under Article 20 of this Agreement in lieu of the provisions of Paragraph 4-110.

4-111 **<u>Development Services</u>**

(a) If a Director, at the request of Employer, renders services in supervising development of a screenplay (as distinguished from reviewing or commenting upon a completed or substantially-completed screenplay) with the option to direct and if such option is not exercised or if the Director is replaced or the motion picture is abandoned, the Director shall receive a minimum of $37,573 ($38,700 effective October 1, 2005, $39,861 effective July 1, 2006 and $41,057[†] effective July 1, 2007) at the time a picture based on such screenplay is produced, if at all, so long as one or more of the writers supervised by such Director in development is accorded writing credit. Payments made to the Director in connection with development shall apply towards the minimum of $37,573 ($38,700 effective October 1, 2005, $39,861 effective July 1, 2006 and $41,057[††] effective July 1, 2007).

[†] See text of footnote on page 36.

[††] See text of footnote on page 36.

(b) If a Director, at the request of an Employer, renders services in supervising development of a teleplay (as distinguished from reviewing or commenting upon a completed or substantially-completed teleplay) for a prime time dramatic program of ninety (90) minutes or longer with the option to direct and if such option is not exercised or if he or she is replaced or the production is abandoned, he or she shall receive a minimum of $28,179 ($29,024 effective October 1, 2005, $29,895 effective July 1, 2006 and $30,792† effective July 1, 2007) at the time a television program based on such teleplay is produced, if at all, provided one or more of the writers supervised by such Director in development is accorded writing credit and, provided further, the Company realizes revenues from the production. Payments made to the Director in connection with development shall apply towards the minimum of $28,179 ($29,024 effective October 1, 2005; $29,895 effective July 1, 2006 and $30,792† effective July 1, 2007).

Proceed to Next Section Return to Table of Contents