

**ARTICLE 10.**

**BASIC MINIMUM COMPENSATION AND CONDITIONS FOR  
ASSOCIATE DIRECTORS AND STAGE MANAGERS**

**PART 1. PRIME TIME DRAMATIC PROGRAMS<sup>4</sup>**

The minimum salaries and conditions of employment set forth in this Part 1. shall govern the employment of Associate Directors and Stage Managers on prime time dramatic programs.

**SECTION A. MINIMUM SALARIES**

1. Salary

<b>PERIOD</b>	<b>TYPE OF RATE</b>	<b>Associate Director</b>	<b>First Stage Manager</b>	<b>Stage Manager</b>
7/1/11 - 6/30/12	Studio Workweek	\$4,185	\$3,474	\$3,003
	Distant Location Workweek	5,855	4,853	4,195
7/1/12 - 6/30/13 <sup>†</sup>	Studio Workweek	4,258	3,535	3,056
	Distant Location Workweek	5,957	4,938	4,268
7/1/13 - 6/30/14 <sup>††</sup>	Studio Workweek	4,333	3,597	3,109
	Distant Location Workweek	6,061	5,024	4,343

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<sup>4</sup> See Article 32 for terms and conditions applicable to multi-camera prime time dramatic pilots, presentations and series.

<sup>†</sup> See text of footnote on page 24.

<sup>††</sup> See text of footnote on page 24.

A studio workweek shall consist of five (5) days (freelance or term contract). A distant location workweek shall consist of six (6) of seven (7) days (freelance or term contract).

2. Production Fee

In addition, Employer agrees to pay a production fee to all Associate Directors and to the First Stage Manager working in conjunction with a shooting unit for all days except as specifically outlined below. Starting with commencement of principal shooting or second unit shooting, if separate, and continuing until completion of principal shooting or second unit shooting, as the case may be, the production fee shall be calculated on the basis of the weekly amounts set forth below. The production fee shall not be payable for those days on which shooting is suspended or not in progress by reason of the following circumstances: (i) suspension of production for force majeure; (ii) seventh days not worked; (iii) studio sixth days not worked; (iv) unplanned interruptions in shooting of five (5) consecutive days or more; and (v) interruptions in shooting 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.

<b>PERIOD</b>	<b>TYPE OF RATE</b>	<b>Associate Director</b>	<b>First Stage Manager</b>
7/1/11 - 6/30/12	Studio Workweek	\$ 775	\$728
	Distant Location Workweek	952	946
7/1/12 - 6/30/13 <sup>†</sup>	Studio Workweek	789	741
	Distant Location Workweek	969	963
7/1/13 - 6/30/14 <sup>††</sup>	Studio Workweek	803	754
	Distant Location Workweek	986	980

The production fee is not payable to any additional Stage Managers.

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

The studio workweek production fee shall be prorated at one-fifth (1/5) per day, including sixth and seventh days worked at the Employer's direction. The distant location workweek production fee shall be prorated at one-sixth (1/6) per day, including for seventh days worked at the Employer's direction.

3. Daily Rate for Employees Employed on a Daily Rate

Minimum payment shall be one-fourth (1/4) of the applicable studio or location weekly rate, including one-fourth (1/4) of the applicable production fee when payable pursuant to Paragraph 2. above.

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<sup>†</sup> See text of footnote on page 24.

<sup>††</sup> See text of footnote on page 24.

## SECTION B. OTHER WORKING CONDITIONS

### 1. Completion of Assignment Pay

- (a) All freelance Associate Directors and Stage Managers, upon completion of an assignment, shall receive Completion of Assignment Pay as follows:
  - (i) Those employed for at least four (4) days per week shall receive one (1) week's pay if employed for two (2) or more consecutive weeks or two and one-half (2½) days of pay if employed under two (2) weeks. Completion of Assignment Pay shall be based on actual (including overscale) salary paid and shall be computed by totalling all compensation earned and dividing the total thereof by the number of weeks worked.
  - (ii) Those employed for two (2) or three (3) days per week for at least three (3) consecutive weeks shall receive one-twentieth (1/20) of the minimum weekly rate for each day worked since the last layoff, up to a maximum payment equal to the minimum weekly rate.
  - (iii) Production fee and rest period invasion payments are not included for purposes of computation of Completion of Assignment Pay.
- (b) If, after completion of an assignment, the Associate Director or Stage Manager either
  - (i) is carried on his or her salary, or
  - (ii) is assigned to another position (whether or not subject to this Agreement) at a salary not less than the minimum salary of an Associate Director or Stage Manager, respectively, provided that if such subsequent assignment is to a theatrical motion picture or a television program ninety (90) minutes or longer, and 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 one (1) Completion of Assignment Payment; the amount payable at that time to be not less than the minimum salary of an Associate Director or Stage Manager, respectively.

- (c) In any event, the maximum number of Completion of Assignment Payments required to be made by an Employer to a given Associate Director or Stage Manager in any single program season is five (5) plus the final payment.
- (d) Notwithstanding the provisions of subparagraph (a) above, with respect to 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:
  - (i) unworked holiday pay is paid for Christmas and/or New Year's Day, as applicable;
  - (ii) as to Employees on distant location, Company will provide the Employee with travel to and from the location and their residence; if Company and Employee agree that the Employee will remain on location, Company will provide *per diem* and housing; and
  - (iii) the hiatus period is a maximum of two (2) consecutive weeks.

## 2. Wage Schedules

- (a) Daily Associate Directors and Stage Managers shall be paid on a daily basis as set forth in Section A. above. When such employee is laid off and requests pay, he or she shall be paid at the time of layoff or pay check shall be mailed within twenty-four (24) hours, excluding Saturday, Sunday and holidays.

A daily Associate Director or a daily Stage Manager 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 Associate Director or a daily Stage Manager 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 he or she commenced work at 10:00 p.m. on Thursday and worked until 2:00 a.m. on Friday, he or she would not be considered to have a call for Friday. In any event, if such daily Associate Director or daily Stage Manager does not work past 1:00 a.m. of such following day, he or she shall not be deemed to have worked on such day. For example, if such daily Associate Director or daily Stage Manager commenced work at 9:00 a.m. on Thursday and worked until 12:30 a.m. on Friday, he or she would not be considered to have a call for work on Friday.

- (b) Weekly Employees shall be paid on the weekly basis for all full payroll weeks of employment, and on the fractional weekly basis (Paragraph 3. below) for other days of employment.

3. Workweek

- (a) Studio Workweek: A full "studio workweek" for weekly employees shall consist of five (5) consecutive days excluding a studio sixth day and studio seventh day at the "studio workweek rate" set forth in Section A. above. If a weekly Associate Director or Stage Manager is specifically instructed and required by Employer to perform work at a studio or a local location on a sixth and/or seventh day, under the direction and control of Employer, then such weekly Employee shall be compensated at the applicable following rate:
  - (i) For each sixth day so worked, Employee shall be paid one hundred fifty percent (150%) of either of the following:

- (A) his or her actual gross daily salary; or
  - (B) one-fifth (1/5) of his or her actual gross weekly salary.
- (ii) For each seventh day so worked, employee shall be paid two hundred percent (200%) either of his or her actual gross daily salary or one-fifth (1/5) of his or her actual gross weekly salary.
  - (iii) The production fee, if applicable, shall be included in the calculation of *pro rata* compensation for the purpose of calculating studio sixth or seventh day or holiday pay.

The above provisions shall apply to Associate Directors and Stage Managers who, having commenced work on the previous day, continue to work past 1:00 a.m. on such sixth or seventh day, or day of layoff, as the case may be, and who worked at least fourteen (14) hours, including meal periods, before being dismissed on such sixth day, seventh day or day of layoff, as the case may be. In any event, Associate Directors and Stage Managers who do not so work past 1:00 a.m. on such sixth day, seventh day or day of layoff shall not be deemed to have worked on such day by reason of work between 12:00 midnight and 1:00 a.m. of that day.

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 the designated day off.

- (b) Distant Location Workweek: A full "distant location workweek" for weekly Employees shall consist of seven (7) consecutive days when sixth and seventh days are distant location days at the "distant location workweek rate" provided in Section A. above. Said distant location workweek rate is

computed at seven-fifths (7/5) of the minimum studio workweek rate and such payment shall include sixth days worked on distant location. If Employee is instructed and required by Employer to perform work at a distant location on a seventh day under the direction and control of Employer, then such Employee shall be paid an additional one-fifth (1/5) of his or her actual or prorated studio weekly salary, for a total of eight-fifths (8/5) of his or her actual or prorated studio weekly salary for a seven (7) day location workweek, including work on a seventh day.

- (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.
- (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 of his/her assignment on the sixth or seventh day of his or her 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) One time during the production of a motion picture (except in the case of Employees working in episodic television), Company 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. In the case of Employees working in episodic television, Company may exercise the foregoing rights 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). If the Company otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Company shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

Employee shall be advised of any shift in the workweek prior to commencement of that workweek. In no case may Company shift the workweek to avoid paying for an unworked holiday.

- (f) The parties confirm that under this Paragraph 3. of Article 10, Part I, Section B., an Employee who works a regular five-day studio workweek and who also works on either of the two 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.

#### 4. Extended Workday

- (a) Programs other than Single Camera Tape

With respect to programs other than single camera tape programs, an Associate Director or Stage Manager who works more than sixteen (16) hours on any work day before being dismissed shall receive an additional day's salary for each four (4) hour period or portion thereof worked beyond sixteen (16) hours.

- (b) Single Camera Tape Programs

- (i) Associate Director

With respect to single camera tape programs and on camera rehearsal and taping days only, the workday of an Associate Director shall be deemed to begin at the general crew call and end at the end of camera rehearsal

or taping. When the end of camera rehearsal or taping occurs at a distant location or a "bus to" local location, actual travel time is added to the end of the workday. On other workdays, the length of the workday shall be determined by actual time worked, including the meal period.

On camera rehearsal taping days only, and when there is only one (1) Associate Director and one (1) Stage Manager assigned to the program, the following incremental payments shall apply:

- if the workday is more than fourteen (14) hours but not more than sixteen (16) hours, an additional one-half ( $\frac{1}{2}$ ) day of salary, and
- if the workday is more than sixteen (16) hours but not more than twenty (20) hours, a further additional one-half ( $\frac{1}{2}$ ) day of salary, and
- if the workday is more than twenty (20) hours, a further additional day of salary for each four (4) hour period or portion thereof by which the workday exceeds twenty (20) hours.

On days other than camera rehearsal or taping, or if the combined number of Associate Directors and Stage Managers is at least three (3), an Associate Director whose workday exceeds sixteen (16) hours shall receive an additional day of salary for each four (4) hour period or portion thereof worked beyond sixteen (16) hours.

(ii) Stage Manager

With respect to single camera tape programs and on camera rehearsal and taping days only, the workday of a Stage Manager shall be deemed to begin at the earliest of the general crew call, make-up personnel call or hairdressing personnel call. The workday is deemed to end one-half ( $\frac{1}{2}$ ) hour after the end of camera rehearsal

or taping in the studio or a "report to" local location or one (1) hour after the end of camera rehearsal or taping at a distant location or a "bus to" local location. When the end of camera rehearsal or taping occurs at a distant location or "bus to" local location, actual travel time is added to the end of the workday. On other workdays, the length of the workday shall be determined by actual time worked, including the meal period.

On camera rehearsal and taping days only, and when there is only one (1) Associate Director and one (1) Stage Manager assigned to the program, the following incremental payments shall apply:

- at the studio or a "report to" local location, if the workday is more than thirteen (13) hours but less than sixteen (16) hours, an additional one-half ( $\frac{1}{2}$ ) day of salary, or
- at a distant location or "bus to" local location, if the workday is more than fourteen (14) hours but less than sixteen (16) hours, an additional one-half ( $\frac{1}{2}$ ) day of salary, and
- if the workday is more than sixteen (16) hours, a further additional day of salary for each four (4) hour period or portion thereof by which the workday exceeds sixteen (16) hours.

On days other than camera rehearsal or taping or if the combined number of Associate Directors and Stage Managers is at least three (3), a Stage Manager whose workday exceeds sixteen (16) hours shall receive an additional day of salary for each four (4) hour period or portion thereof worked beyond sixteen (16) hours.

In all cases, if more than one (1) Stage Manager is employed, the Employer may stagger their hours to avoid extended workday payments as long as a Stage Manager is present at the start and at the end of the workday.

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

(i) For Employees Who Report Within the Twenty-Five Mile Zone

When an employee reports for work within the twenty-five (25) or thirty (30) mile "report-to" zone in the New York metropolitan area as described in Article 10., Part 3, Section J. of this Agreement, the employee's workday shall commence at general crew call or the make-up and hairdressing personnel call, whichever is applicable, at the location.

(ii) For Employees Who Report Outside the Twenty-Five (25) Mile Zone

When an employee reports to work at a location which is outside the twenty-five (25) or thirty (30) mile report-to zone in the New York metropolitan area as described in Article 10, Part 3, Section J. of this Agreement, other than a distant (overnight) location, such location shall be considered a "bus to" local location for purposes of determining the employee's extended workday. The workday of an employee 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 subparagraphs (a) or (b) above 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 subparagraphs (a) or (b) above, based upon the workday starting at the time provided in the preceding paragraph and ending as provided in subparagraphs (a) or (b) above.

(d) Rate of Pay

As used in this Paragraph 4., a day of salary shall be in all cases one-fifth (1/5) of the studio workweek rate, and all such additional payments shall be excluded from all other computations.

(e) Meal Period

The meal period is included within the workday in all cases.

5. Holidays

- (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.
- (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 his or her 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, he or she shall be paid one-fifth (1/5) of his or her actual studio weekly salary plus production fee; (ii) if such Employee works the day before and the day after such holiday on distant location, he or she shall be paid one-seventh (1/7) of his or her actual distant location weekly salary including the production fee.

- (c) For holidays worked, such Employee shall be compensated as follows:
  - (i) For each holiday worked in the studio or on local locations, Employee will be paid two hundred percent (200%) of his or her actual gross daily salary (an additional one hundred percent (100%) of his or her actual gross daily salary).
  - (ii) For each holiday worked on distant location, Employee shall be paid an additional one-fifth (1/5) of his or her actual gross studio weekly salary (same extra payment as distant location seventh day worked).
- (d) Holidays shall apply against the guaranteed period of employment whether or not worked.
- (e) If the Employer in its "basic film" 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.

## 6. Unworked Holidays

- (a) Daily Employees: Daily Associate Directors and Stage Managers shall receive as compensation for unworked holidays 3.719% 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 Employee's annual holiday compensation, computed as above.

- (b) Weekly Employees: 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 3.719% of such employee's accumulated weekly earnings within the same period. The employee shall be paid the amount by which such 3.719% computation exceeds the amount of unworked holiday pay such employee has received for such period.

The foregoing shall be subject to the following provisions:

- (i) The weekly pay of an employee shall be deemed to mean his or her pay rate specified in the wage scale, plus overscale payment, if any. A day of holiday pay shall be considered as one-fifth (1/5) of his or her 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.
- (ii) Vacation pay and completion of assignment pay shall be excluded from the 3.719% computation.
- (iii) 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.
- (iv) The 3.719% computation shall not be applicable to any Employee hereunder for any calendar year in which he or she is paid for nine (9) recognized holidays.

- (v) It is agreed that as to an Employer producing a program under a separate corporate set-up and not intended to be a continuous producing company, a freelance Associate Director or Stage Manager shall receive, with his or her closing check, as compensation for unworked holidays, 3.719% of his or her salary as provided in Paragraph 5.(b) above, subject to an offset of any unworked holiday pay such Employee has received for such period.
- (vi) If the Employer in its Basic Agreement with the I.A.T.S.E. hereafter increases the rate of unworked holiday pay, the same rate increase shall be deemed included hereunder.

7. Distant Location Days

Associate Directors and Stage Managers shall receive, in addition to their current studio rate, a distant location incidental allowance of twenty dollars (\$20.00) per day. The incidental allowance will be payable at the same time and in the same manner as the per diem allowance.

8. Rest Period

Any Associate Director or Stage Manager 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 Stage Manager, the rest period ends at the earlier of the first make-up call or the general crew call.
- (b) 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.



- (c) 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 Associate Director or Stage Manager working in conjunction with the shooting unit shall be entitled to additional payment based on the following formula:
  - (i) If such rest period is more than four and one-half (4½) hours, he or she shall be entitled to receive one-quarter (¼) day of salary for each hour that such rest period is less than nine (9) hours.
  - (ii) If such rest period is four and one-half (4½) hours or less, he or she shall be entitled to receive one-quarter (¼) day of 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 actual hours of rest given to Employee during the forced call.
- (d) If such shooting unit has more than one Associate Director or more than one Stage Manager, 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.

## **SECTION C. DUTIES**

Associate Directors and Stage Managers employed on prime time dramatic programs shall perform the following duties in addition to those specified in Article 2. The Associate Director duties listed below may be performed by Stage Managers and Stage Manager duties listed below may be performed by Associate Directors.

### **1. Associate Directors**

- (a) Prepare breakdown and stripboard; prepare shooting schedule, keeping the same within time limitations imposed by budget,

cast availability and the requirement of complete coverage of the script.

- (b) If delegated by Producer, oversee the search, survey and management of locations and ascertain the specific requirements of those locations as they might affect the production. The Associate Director must be sent to each location site sufficiently prior to the commencement of photography to perform adequately his or her duties.
- (c) Check weather reports.
- (d) Prepare day out of day schedules for talent employment and determine cast and crew calls.
- (e) Supervise the preparation of the call sheet for the cast and crew.
- (f) Direct background action and supervise crowd control.
- (g) May be required to secure minor cast contracts, extra releases and, on occasion, to obtain execution of contracts by talent.
- (h) Supervise the functioning of the shooting set and crew.

## 2. Stage Managers

- (a) Prepare call sheets, handle extras' requisitions, and other required documents for approval by the Associate Director, producer and/or the production office.
- (b) Prepare the daily production report and end of day paperwork.
- (c) Distribute scripts and script changes (after shooting has started) to cast and crew.
- (d) Distribute call sheets to cast and crew.

- (e) Distribute, collect and approve extra vouchers, placing adjustments as directed by the Associate Director on the vouchers.
- (f) Communicate advance scheduling to cast and crew.
- (g) Aid in the scouting, surveying and managing of locations.
- (h) Facilitate transportation of equipment and personnel.
- (i) May be required to secure execution of minor cast contracts, extra releases and, on occasion, to secure execution of contracts by talent. (Can also be delegated to Associate Director).
- (j) Coordinate with production staff so that all elements, including cast, crew and extras, are ready at the beginning of the day, and supervise the wrap in the studio and on location (local and distant).
- (k) Schedule food, lodging and other facilities.
- (l) Sign cast members in and out.
- (m) Maintain liaison between the production office and the Associate Director on the set.
- (n) Assist the Associate Director in the direction and placement of background action and in the supervision of crowd control.
- (o) May assist in the proper distribution and documentation of mileage money by the Producer's appointed representative.

The Company shall not assign or permit the duties of an Associate Director or a Stage Manager set forth in this Section C. to be performed by others except where, and to the extent that, if such prime time dramatic program had been recorded on film in the same facilities, Company could have assigned or permitted such duties to be performed by personnel not covered by a DGA agreement.

Furthermore, if the Company utilizes the live/tape services of any existing facility (e.g., ABC, KTTV) which has traditionally supplied personnel not covered by this

Agreement to perform duties covered under this Agreement by reason of this Section C., then this Section C. shall not preclude the Company from using such personnel to perform such duties while utilizing the live/tape services of such facility.

#### **SECTION D. BUDGET DISCLOSURE**

The Stage Manager shall be furnished appropriate information about the budget and terms of actors' deals as necessary to perform his or her duties.

#### **SECTION E. TERMINATION**

An Associate Director or First Stage Manager who is replaced without good cause after completing work on at least: (1) fifty percent (50%) of the episodes in a single television series order, excluding options, of thirteen (13) episodes or more; or (2) fifty percent (50%) of the days of recording on a long-form television program ninety (90) minutes or longer, shall be paid the following in lieu of any completion of assignment pay required under Section B. above:

- (a) An Associate Director or First Stage Manager working four (4) or five (5) days a week is entitled to three (3) weeks of completion of assignment pay.
- (b) An Associate Director or First Stage Manager working two (2) or three (3) days a week is entitled to completion of assignment pay equal to three (3) times one-twentieth (1/20) of the minimum weekly rate for each day worked since the last layoff, but not more than three (3) times the weekly minimum rate.

In the event the Employer employs two "alternating" Associate Directors on any episodic television series, and replaces such alternating Associate Director(s) without good cause, such Employee(s) shall receive the payment provided in this Section E. if:

- (i) 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

- (ii) Such Employee(s) has completed work on fifty percent (50%) of the episodes on which he or she would have worked had he or she not been replaced.

**SECTION F. NO CREDIT OR OFFSET**

On prime time dramatic programs, overscale cannot be used to credit or offset in any manner any payments required to be made hereunder to the Associate Director or Stage Manager.

**PART 2. PROGRAMS OTHER THAN PRIME TIME DRAMATIC PROGRAMS**

The minimum salaries and conditions of employment set forth in this Part 2. shall govern the employment of Associate Directors and Stage Managers on programs other than prime time dramatic programs.

**SECTION A. ASSOCIATE DIRECTORS**

	<b>7/1/11</b>	<b>7/1/12<sup>†</sup></b>	<b>7/1/13<sup>††</sup></b>
Daily, 8 hours	\$ 611	\$ 622	\$ 633
Weekly, 40 hours	2,702	2,749	2,797
Daily Flat, 12 hours	820	834	849
Weekly Flat (12 hour days)	3,609	3,672	3,736
Overtime Rate (per hour)	114.56	116.63	118.69
Vacation Pay at 4% of Gross Compensation			

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<sup>†</sup> See text of footnote on page 24.

<sup>††</sup> See text of footnote on page 24.

**SECTION B. STAGE MANAGERS**

	<b>7/1/11</b>	<b>7/1/12<sup>†</sup></b>	<b>7/1/13<sup>††</sup></b>
Daily, 8 hours	\$ 557	\$ 567	\$ 577
Weekly, 40 hours	2,491	2,535	2,579
Daily Flat, 12 hours	761	774	788
Weekly Flat (12 hour days)	3,336	3,394	3,453
Overtime Rate (per hour)	104.44	106.31	108.19
Vacation Pay at 4% of Gross Compensation			

**SECTION C. ASSOCIATE DIRECTOR/STAGE MANAGER COMBINATION (when permitted)**

	<b>7/1/11</b>	<b>7/1/12<sup>†</sup></b>	<b>7/1/13<sup>††</sup></b>
Daily, 8 hours	\$ 874	\$ 889	\$ 905
Daily Flat, 12 hours	1,193	1,214	1,235
Overtime Rate (per hour)	163.88	166.69	169.69
Vacation Pay at 4% of Gross Compensation			

**SECTION D. HOURS OF WORK**

The employment of Associate Directors and Stage Managers (herein called "Employee(s)") shall also be subject to the following provisions:

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<sup>†</sup> See text of footnote on page 24.

<sup>††</sup> See text of footnote on page 24.

1. Before the start of any particular day or week for which an Employee is engaged on a freelance basis, the Employee shall be given notice of the particular category (*i.e.*, Associate Director or Stage Manager) and of the particular classification (*i.e.*, daily (8 hours), daily (flat), weekly (40 hours) or weekly (flat)) in which he or she is being employed for such day or week. An Employee may be engaged on a combination basis, *e.g.*, on a daily (8 hour) basis one day and on a daily (flat) basis the next day, followed immediately thereafter by employment on a weekly (40 hour) or weekly (flat) basis, etc. In no event shall the basis on which the Employee has been engaged for any particular day or week be changed after the beginning of such day or week, nor shall the basis on which the Employee has been engaged be changed from one daily classification to the other daily classification more frequently than once a week. Weeks, days and hours of employment of each Employee shall be completely within the discretion of the Company except for the limitations set forth below.

2. Daily (8 hours)

- (a) A work day for an Employee employed on a daily (8 hours) basis shall consist of a minimum of eight (8) elapsed hours, including a reasonable time allowed for a meal.
- (b) The Employee shall be paid at the overtime rate of time and one-half of the hourly rate for such daily eight (8) hour employment for each hour of work in excess of the eight (8) hours specified in (a) above.

3. Weekly (40 hours)

- (a) A workweek shall commence on any day specified by the Company at the time of hiring.
- (b) A workweek shall consist of up to five (5) days of work, each consisting of eight (8) elapsed hours with any two (2) consecutive days off specified by the Company. Such eight (8) hours shall include a reasonable meal period.

- (c) The Employee shall be advised of his or her days off at the beginning of each workweek.
- (d) Hours worked by the Employee in any workday in excess of eight (8) elapsed hours or in any workweek in excess of forty (40) hours shall be paid at the overtime rate of time and one-half of the hourly rate of pay for such weekly forty (40) hour employment.
- (e) All hours worked by the Employee on his or her specified days off shall be paid for at the overtime rate of time and one-half of the hourly rate of pay for such weekly forty (40) hour employment.
- (f) An Employee shall receive an amount equivalent to eight (8) hours of pay at the straight time rate for each regularly-scheduled day off occurring during an out-of-town assignment, provided that no traveling occurs and no work is performed on such day off.
- (g) If an Employee is entitled to overtime during any week for any purpose hereunder, the hours for which such overtime is paid shall be excluded in determining overtime hours for any other purpose.
- (h) On any day on which an Employee is called in for any assignment, he or she shall be credited with a minimum of eight (8) hours of work on that day.

4. Daily (Flat)

An Employee who is required to work more than twelve (12) hours on any one tour of duty shall receive, for all hours of work in excess of such twelve (12) hours on such tour of duty, the overtime rate applicable to an Employee employed for daily eight (8) hour employment as set forth in Paragraph 2.(b). For purposes of this provision, the twelve (12) hours referred to above must be consecutive except for meal periods totalling not more than one (1) hour.



5. Weekly (Flat)

- (a) A workweek shall commence on any day specified by the Company at the time of hiring. A workweek shall consist of any five (5) out of seven (7) consecutive days with any two (2) consecutive days off.
- (b) An Employee who works on a sixth or seventh day shall be paid at time-and-one-half of the *pro rata* hourly rate of pay for the weekly (flat) for all hours worked, with a minimum payment of one hundred fifty percent (150%) of a day's pay.
- (c) Hours worked by the Employee in excess of twelve (12) elapsed hours on a regular workday or in any regular workweek in excess of sixty (60) hours shall be paid at the overtime rate in Part 2, Section A., B. or C., whichever is applicable.
- (d) An Employee shall receive the equivalent of eight (8) hours of pay at the straight time rate for each regularly-scheduled day off occurring during a distant location assignment, provided that no traveling occurs and no work is performed on such day off.

6. Rest Period

Any Associate Directors or Stage Managers working in conjunction with a taping unit or live broadcast shall be entitled to a nine (9) hour rest period. There shall not be deemed to be any invasion of such rest period unless such rest period is less than nine (9) hours. If such rest period is less than nine (9) hours, the Associate Directors or Stage Managers shall be entitled to additional payment of additional one-half time for each hour of invasion, computed in quarter-hour segments. For employees employed on a daily flat or weekly flat basis, the additional payment shall be an amount equal to one-third ( $\frac{1}{3}$ ) of the applicable overtime rate, computed in quarter-hour segments.

7. Travel Time

- (a) With respect to Daily (8 hours) and Weekly (40 hours) Employees, there shall be included in the elapsed time a proper allowance for necessary travel time to and from, and time spent at, remote points to which the Employee may be assigned by the Company, it being understood that:
  - (i) Eight (8) elapsed hours shall be credited for each day in which such Employee travels and performs no work at such remote point on such assignment.
  - (ii) Not less than eight (8) elapsed hours shall be credited for each day spent, except as indicated below, at such remote point on such assignment, but not more than eight (8) elapsed hours if he or she performs no work on such day.
  - (iii) Not less than eight (8) elapsed hours shall be credited for each day part of which is travel and part of which is worked at such remote point on such assignment, but in no event shall more than eight (8) elapsed hours be credited for travel on that day.
- (b) With respect to Daily (Flat) Employees, the Employee shall be credited with a day of work for each day spent in traveling and working, or on location at a remote assignment, provided that no such Employee shall be credited with more than eight (8) hours for travel in any day.
- (c) With respect to Weekly (Flat) Employees, days spent in travel shall be treated in the same manner on location and shall be governed by Paragraph 5.(b) hereof.
- (d) If an Employee's first assignment on a day is at a studio or facility in Los Angeles or New York City and his or her last assignment on that day is at a local remote location, the Employee will be credited with travel time back to such studio or facility.

8. General Conditions

Notwithstanding anything to the contrary contained herein, all work performed on conventions, elections, extended news and special events, film control/master control studio work, computer operation and operation Director's work shall be paid for at either the daily eight (8) hour or weekly forty (40) hour rate.

9. A single tour of duty extending beyond midnight shall be considered part of the workday on which the tour of duty began.

10. Production Fee

A production fee of \$69.75 (\$71.00<sup>†</sup> effective July 1, 2012 and \$72.25<sup>††</sup> effective July 1, 2013) per day shall be paid to the Associate Directors and Stage Managers employed on a prime time entertainment program (other than a prime time dramatic program covered by Article 10, Part 1 above) on camera and camera blocking days only. All Associate Directors and Stage Managers employed on a non-prime time entertainment program shall receive a production fee of \$22.50 (\$23.00<sup>†</sup> effective July 1, 2012 and \$23.50<sup>††</sup> effective July 1, 2013) for each camera day and camera blocking day worked up to a maximum of \$58.25 (\$59.25<sup>†</sup> effective July 1, 2012 and \$60.25<sup>††</sup> effective July 1, 2013) for any workweek.

11. Holidays

Associate Directors and Stage Managers shall receive as compensation for each holiday worked an additional sum equivalent to one-half (1/2) day of additional salary. Holidays shall include New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas. If a holiday is not worked, but falls within a week assignment, the Company shall pay the Employee his or her salary for such day.

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<sup>†</sup> See text of footnote on page 24.

<sup>††</sup> See text of footnote on page 24.

If any of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday. If any of the above holidays falls on Sunday, the following Monday shall be considered the holiday. The foregoing shall not apply to Saturday or Sunday holidays occurring in distant location workweeks for prime time dramatic programs; in such cases, the holiday shall remain unchanged.

If the Employer in its "basic film" agreements with Screen Actors Guild, Writers Guild or I.A.T.S.E. hereafter grants any new holiday, the same holiday shall be deemed included hereunder.

12. Change in Workweek

One time during the production of a motion picture (except in the case of Employees working in episodic television), Company 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. In the case of Employees working in episodic television, Company may exercise the foregoing rights 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).

If the Company otherwise shifts the workweek such that the new workweek invades the preceding workweek, the Company shall pay the premium for the sixth and/or seventh day worked of the preceding workweek.

Employee shall be advised of any shift in the workweek prior to commencement of that workweek. In no case may Company shift the workweek to avoid paying for an unworked holiday.

**PART 3. PROVISIONS APPLICABLE TO ALL ASSOCIATE DIRECTORS AND STAGE MANAGERS<sup>5</sup>**

The provisions of this Part 3. apply to all Associate Directors and Stage Managers.

**SECTION A. EMPLOYMENT CRITERIA FOR ASSOCIATE DIRECTORS AND STAGE MANAGERS**

Any person who has not heretofore been employed as an Associate Director or Stage Manager by a Company which has consented to be part of the multi-employer bargaining unit will be eligible for such employment if such person satisfies one of the following criteria:

1. Has been guaranteed thirty (30) days of employment by an Employer as an Associate Director or Stage Manager within ten (10) consecutive production weeks; provided that with respect to a Stage Manager assigned to a prime time dramatic program, the guarantee must be employment actually performing Stage Manager work or training under the supervision of the "first" Stage Manager for forty-five (45) days within nine (9) consecutive production weeks. Such a Stage Manager assigned to a prime time program may be employed at the rate of \$2,175 per week (\$2,213<sup>†</sup> effective July 1, 2012 and \$2,252<sup>††</sup> effective July 1, 2013), provided the Stage Manager is not asked to work on more than one series during the same production week.
2. Has at least three (3) years of production experience in any capacity in the tape television or commercial production industry and has been a Director, Associate Director, Stage Manager or Production Associate of one (1) national program or fifteen (15) tape commercials; or

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<sup>5</sup> See Article 32 for terms and conditions applicable to multi-camera prime time dramatic pilots, presentations and series.

<sup>†</sup> See text of footnote on page 24.

<sup>††</sup> See text of footnote on page 24.

3. Has been a Director, Associate Director, Stage Manager or Production Associate of fifteen (15) national programs or fifty (50) tape commercials; or
4. Is currently on the Assistant Director/Unit Production Manager Qualifications List and has satisfactorily completed the Guild-sponsored tape orientation seminar.

All employment referred to in subparagraphs 2. and 3. above must be performed in the United States or, if in another country, only on programs on which the employment of an American Associate Director or Stage Manager would not have been prohibited by labor restriction, law or quota.

Persons employed pursuant to Paragraph 1. above may be terminated for good cause or in an event of force majeure, without further obligation on the part of the Company.

As to a Company which has not consented to be part of the multi-employer bargaining unit, the criteria shall apply to any person who has not heretofore been employed as an Associate Director or Stage Manager by that Company.

## **SECTION B. PREPARATION TIME**

1. Freelance Associate Directors and Stage Managers shall be guaranteed preparation time not less than that set forth within the following schedule:

Preparation time applicable to programs covered by Article 6, Section A.1., 2. and 3. and Section B.1., 2. and 3. However, on programs covered by Article 6, Section B.1., B.2. and B.3., the Guild shall not unreasonably deny requests for waivers of the following preparation time requirements. The Company shall apply for such waiver not less than ten (10) days prior to commencement of the work.

Length of Program	NUMBER OF SUCH PROGRAMS ON WHICH CONTINUING EMPLOYMENT IS ASSIGNED	GUARANTEED PREPARATION DAY(S) PER PROGRAM	
		AD	SM
15 minutes or less		1 day each	1 day each
16 - 30 minutes inclusive	1 2 or more	3 days each 2 days each	2 days each 1 day each
31 - 60 minutes inclusive	1 2 or more	5 days each *3 days each	3 days each 2 days each
Over 60 minutes		5 days each	5 days each

\*If, at the time of such AD's employment, the Company determines that three (3) days during a week will be used for shooting and camera blocking, then one (1) of the three (3) preparation days specified herein shall be deemed to be included in such three (3) shooting and camera blocking days.

2. Such above preparation time, when applicable, shall be guaranteed only to the first-assigned Associate Director and Stage Manager.
3. A preparation day means a day of employment on which there is no camera blocking, taping or live production.

### **SECTION C. CANCELLATION OF CALLS**

A call from the Company engaging an Associate Director or Stage Manager may not be cancelled. When the Company does cancel a call, the Associate Director or Stage Manager will nevertheless be paid the agreed upon rate.

## **SECTION D. VACATIONS**

Associate Directors and Stage Managers shall receive vacation pay computed at four percent (4%) of their gross compensation, excluding pension and health and welfare contributions, at the close of their assignment.

## **SECTION E. MEAL PERIOD**

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

## **SECTION F. CONFIRMATION OF EMPLOYMENT**

With respect to the employment of an Associate Director or Stage Manager on a prime time entertainment program or series, and to the employment of an Associate Director or Stage Manager for five (5) days or more on other types of programs or series, the Company will confirm such employment in a written deal memo to the individual which contains the information set forth in Exhibit "E," attached hereto, and indicates, if applicable, the right to credit or offset. (Credit or offset information may be included under "Other Conditions.") On prime time dramatic programs, overscale cannot be used to credit or offset in any manner any payments required to be made hereunder to the Associate Director or Stage Manager.

The Company will deliver the deal memo to the individual prior to the rendition of services.

A copy of the deal memo will be sent to the Guild. In no event is any Associate Director or Stage Manager to commence services before delivery of the deal memo to the Guild, except in cases of *bona fide* emergency. Employer may require the Associate Director or Stage Manager to sign a copy of the deal memo prior to permitting the Associate Director or Stage Manager to commence services.



## **SECTION G. PRODUCTION REPORTS**

When production reports are prepared for a program, the Company will make the production reports available for inspection by the Guild.

## **SECTION H. REPLACEMENT**

This provision applies to Associate Directors or Stage 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 the FLTTA, but in no event more than he/she would have received had he/she 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. At that time, 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 Section H.

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

**SECTION I. ELIMINATION OF DUPLICATE CONTRIBUTIONS FOR ASSOCIATE DIRECTORS/REVIEW OF ASSOCIATE DIRECTOR REST PERIODS**

The parties agree that they will work together to attempt to eliminate situations in which Employers are obligated to make duplicate contributions to more than one collectively-bargained benefit plan on behalf of DGA-represented Associate Directors whose work in television editing is covered by more than one collective bargaining agreement. The DGA agrees that, so long as the employees, with the consent of all affected collective bargaining representatives, have the opportunity to elect the health and retirement plans to which Employer contributions should be made, the Employer shall not be obligated to make duplicate contributions covering the same work to any other collectively-bargained plan. The DGA further agrees to meet with Employers to identify other terms and conditions of employment which duplicate or conflict with other collective bargaining agreements and to work on devising mutually agreeable contractual modifications. Finally, the DGA commits to its continued willingness to participate in a study of the utilization of Associate Directors in television editing, and to address issues raised as a result of the study in the next negotiations.

The study shall also include an examination of the adequacy of the rest period for Associate Directors on non-shooting days.

**SECTION J. 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 twenty-five (25) miles of Columbus Circle ("the twenty-five (25) mile report to zone"), other than Sandy Hook, New Jersey, shall be a "report to" location without any travel payment requirement. In addition, should Motion Picture Studio Mechanics, Local #52 grant a waiver to expand the "report to" zone to within a thirty (30) mile radius of Columbus Circle, then the zone shall likewise be expanded for employees covered under the Agreement.

Company shall notify the Associate Director or Stage Manager when such waiver is granted.