

DIRECTORS GUILD OF AMERICA

MINIMUM SALARY SCHEDULE

EFFECTIVE:
July 1, 2011 to June 30, 2012



THEATRICAL MOTION PICTURE MINIMUMS

Rates effective July 1, 2011 to June 30, 2012	HIGH BUDGET	SHORTS & DOCUMENTARIES
Weekly Salary	\$16,508	\$11,791
Guaranteed Preparation Period	2 Weeks	2 Days
Guaranteed Employment Period	10 Weeks	1 Week + 1 Day
Guaranteed Cutting Allowance	1 Week	0
Compensation for Days Worked Beyond Guarantee	\$3,302	\$2,358
Daily Employment Where Permitted	\$4,127	\$2,948

See Low Budget Side Letter for Films with Budgets of \$11 Million or Less

DIRECTORS TELEVISION MINIMUMS - ARTICLE 10 & ARTICLE 23 (7/1/11 - 6/30/12)

Rates Effective July 1, 2011 to June 30, 2012	NETWORK PRIME-TIME (INCLUDES FBC & PAY TELEVISION)				NON-NETWORK, NON-PRIME-TIME			
	1/2 Hour	1 Hour	1-1/2 Hours	2 Hours	1/2 Hour	1 Hour	1-1/2 Hours	2 Hours
PROGRAM RATE	\$23,580	\$40,043	\$66,740	\$112,119	\$10,188	\$20,366	\$30,559	\$42,547
GUARANTEED PREPARATION PERIOD	3 days	7 days	12 days	15 days	3 days	6 days	9 days	12 days
GUARANTEED SHOOTING PERIOD	4 days	8 days	13 days	27 days	3 days	6 days	9 days	12 days
COMPENSATION FOR DAYS WORKED BEYOND GUARANTEE	\$3,369 day	\$2,670 day	\$2,670 day	\$2,670 day	\$1,698 day	\$1,697 day	\$1,698 day	\$1,773 day
DAILY EMPLOYMENT WHERE PERMITTED	\$4,211 day	\$3,337 day	\$3,337 day	\$3,337 day	\$2,123 day	\$2,121 day	\$2,122 day	\$2,216 day

Rates Effective July 1, 2011 to June 30, 2012	BASIC CABLE MINIMUMS							
	1/2 Hour Dramatic Programs with Budgets equal to or greater than \$550,000	1/2 Hour Dramatic Programs with Budgets equal to or greater than \$1,425,000 and less than \$1,800,000 2nd season or later	1/2 Hour Dramatic Programs with Budgets equal to or greater than \$1,800,000 2nd season or later	1 Hour Dramatic Programs with Budgets equal to or greater than \$1,000,000	1 Hour Dramatic Programs with Budgets equal to or greater than \$2,400,000 and less than \$3,400,000 2nd season or later	1 Hour Dramatic Programs with Budgets equal to or greater than \$3,400,000 2nd season or later	1-1/2 Hour Dramatic Programs with Budgets of \$2,750,000 or More	2 Hour Dramatic Programs with Budgets of \$2,750,000 for the first 2 hours plus \$1,375,000 for each additional hour or portion thereof
PROGRAM RATE	\$10,188	\$12,850	\$15,000	\$20,366	\$25,699	\$30,000	\$30,559	\$73,029
GUARANTEED PREPARATION PERIOD	3 days	3 days	3 days	6 days	7 days	7 days	9 days	15 days
GUARANTEED SHOOTING PERIOD	3 days	4 days	4 days	6 days	7 days	7 days	9 days	27 days
COMPENSATION FOR DAYS WORKED BEYOND GUARANTEE	\$1,698 day	\$1,836 day	\$2,143 day	\$1,697 day	\$1,836 day	\$2,143 day	\$1,698 day	\$1,739 day
DAILY EMPLOYMENT WHERE PERMITTED	\$2,123 day	\$2,295 day	\$2,679 day	\$2,121 day	\$2,295 day	\$2,679 day	\$2,122 day	\$2,173 day



**PILOT DIRECTORS MINIMUMS - ARTICLE 10 & ARTICLE 23
(7/1/11 to 6/30/12)**

Rates Effective July 1, 2011 to June 30, 2012	NETWORK PRIME-TIME (INCLUDES FBC & PAY TELEVISION)				NON-NETWORK AND BASIC CABLE			
	1/2 Hour	1 Hour	1-1/2 Hours	2 Hours	1/2 Hour Dramatic Programs (Basic Cable with Budgets of \$550,000 or More)	1 Hour Dramatic Programs (Basic Cable with Budgets of \$1,000,000 or More)	1-1/2 Hour Dramatic Programs (Basic Cable with Budgets of \$2,750,000 or More)	2 Hour Dramatic Programs (Basic Cable with Budgets of \$2,750,000 or More)
PROGRAM RATE	\$66,740	\$88,984	\$111,223	\$155,719	\$40,044	\$53,390	\$66,734	\$93,431
INCLUDED DAYS	14 days	24 days	34 days	50 days	14 days	24 days	34 days	50 days
COMPENSATION FOR DAYS WORKED BEYOND GUARANTEE	\$4,767 day	\$3,708 day	\$3,271 day	\$3,114 day	\$2,860 day	\$2,225 day	\$1,963 day	\$1,869 day
DAILY EMPLOYMENT WHERE PERMITTED	\$5,959 day	\$4,635 day	\$4,089 day	\$3,893 day	\$3,575 day	\$2,781 day	\$2,453 day	\$2,336 day

**PRESENTATIONS (PRIME-TIME DRAMATIC)
7/1/11 to 6/30/12**

	July 1, 2011 to June 30, 2012	GUARANTEED DAYS
0-15 Minutes	\$24,288	10 days, of which 4 must be consecutive
16-30 Minutes	\$48,583 (or the applicable pilot fee, if less, but in no event less than \$24,288)	14 days, of which 6 must be consecutive

The following are minimum compensation rates for Directors of episodes of 1/2-hour or 1-hour prime-time dramatic series whose running times extend beyond the regular time period of a typical episode.

Also, Directors of live series that exceed the scheduled running time by more than 3 minutes or that are planned in advance to be longer than the regular time period of a typical episode of the series will be paid no less than the following minimum rates:

**BA ARTICLES 10, 20 & 24
SUPERSIZED NETWORK PRIME-TIME (includes FBC & PAY TV) and NETWORK PRIME-TIME DRAMATIC 7/1/11 to 6/30/12**

	Rates Effective July 1, 2011 to June 30, 2012	
	45 Min	75 Min
PROGRAM RATE	\$31,812	\$53,392
GUARANTEED EMPLOYMENT PERIOD	10 Days	20 Days
DAYS BEYOND GUARANTEE	\$3,181	\$2,670
DAILY EMPLOYMENT (WHERE PERMITTED)	\$3,976	\$3,338

**BA ARTICLES 10, 23 & 24
SUPERSIZED NON-NETWORK OR NON-PRIME-TIME (includes BASIC CABLE) 7/1/11 to 6/30/12**

	Rates Effective July 1, 2011 to June 30, 2012	
	45 Min	75 Min
PROGRAM RATE	\$15,277	\$25,463
GUARANTEED EMPLOYMENT PERIOD	9 Days	15 Days
DAYS BEYOND GUARANTEE	\$1,697	\$1,698
DAILY EMPLOYMENT (WHERE PERMITTED)	\$2,121	\$2,121

BA ARTICLE 23 SUPERSIZED BASIC CABLE 2nd SEASON OR LATER

	Rates Effective July 1, 2011 to June 30, 2012			
	45 MIN w/budgets of \$1.425 million or more -- 2nd season or later	75 MIN w/budgets of \$2.4 million or more -- 2nd season or later	45 MIN w/budgets of \$1.8 million or more -- 2nd season or later	75 MIN w/budgets of \$3.4 million or more -- 2nd season or later
PROGRAM RATE	\$19,275	\$28,129	\$22,500	\$30,280
GUARANTEED EMPLOYMENT PERIOD	10 Days	17 Days	10 Days	17 Days
DAYS BEYOND GUARANTEE	\$1,927	\$1,655	\$2,250	\$1,781
DAILY EMPLOYMENT (WHERE PERMITTED)	\$2,409	\$2,068	\$2,283	\$2,226

**FLTTA ARTICLE 6.B.1.(a) & ARTICLE 29.B.1.(a):
NETWORK PRIME-TIME VARIETY SERIES (INCLUDES FBC & PAY TV)**

	Rates Effective July 1, 2011 to June 30, 2012	
	45 Min	75 Min
PROGRAM RATE	\$11,440	\$21,769
INCLUDED DAYS (days which need not be consecutive)	7 (2)	12 (3)
DAYS BEYOND GUARANTEE	\$1,634	\$1,814

**FLTTA ARTICLE 6.B.2 & ARTICLE 29.B.1.(b):
NON- NETWORK OR NON-PRIME-TIME VARIETY - HIGH BUDGET**

	Rates Effective July 1, 2011 to June 30, 2012	
	45 Min	75 Min
PROGRAM RATE	\$6,720	\$9,168
INCLUDED DAYS (days which need not be consecutive)	7 (2)	11 (3)
DAYS BEYOND GUARANTEE	\$960	\$833

**FLTTA ARTICLE 6.B.3 & ARTICLE 29.B.1.(b): NON- NETWORK
(OTHER THAN FBC) OR NON-PRIME-TIME VARIETY - LOW BUDGET**

	Rates Effective July 1, 2011 to June 30, 2012	
	45 Min	75 Min
PROGRAM RATE	\$4,472	\$5,735
INCLUDED DAYS	4	5
DAYS BEYOND GUARANTEE	\$1,118	\$1,147

PENSION & HEALTH CONTRIBUTIONS:

Company will contribute 5 1/2% to the Pension Plan and 10% to the Health Plan. Employee contributes 2 1/2% to the Pension Plan.

PENSION & HEALTH CEILINGS:

Theatrical: Pension ceiling = \$200,000; Health ceiling = \$400,000;

Television - MOW or Mini-series: Pension and Health ceiling = \$200,000;

Television - Episodic: 250% of scale or actual salary, whichever is greater.

WORKED 6th/7th DAYS; WORKED HOLIDAYS:

Directors will be paid 1/5 of their weekly salary plus \$2,961 for work on a 7th day in a workweek or on New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving or Christmas Day. If compensation is less than \$2,961 per day, then they are paid 200% of scale.

If required to work a 6th day in-town, Directors will be paid 150% of actual pro rata daily salary or an additional 200% of scale, whichever is lower.

RESIDENCY:

The Guild will provide Employer with documentation of the home address of each member to be hired on location. The Employee may change his/her home address by notifying the Guild in writing; the change will be effective 60 days after the request is received by the Guild; the Employee may not change his/her address more than once in any 12 month period.

The Guild will consider a member's request to change his/her address outside of the above time period if the member can document s/he has been a resident of the area in which employed at least 60 days prior to the first day of employment and the area is not Los Angeles, New York, Toronto or Vancouver.

Television Directors shall designate the production center in which he/she wishes to be employed as a "local hire". Upon request of the Employer, the Guild shall grant an automatic and unconditional waiver to each Los Angeles-based episodic series to employ up to 4 directors per season whose designated production center is not Los Angeles and to treat those directors as 'local hires.' Each such episodic series may hire the same director for only one episode per season as a 'local hire.'

TRAVEL:

Coach air for domestic flights of less than 1,000 air miles when the flight is non-stop from departure to final destination. Employer must provide elevated coach class travel when available. Also included are flights between Los Angeles & Vancouver and flights that are less than 1,000 miles between the U.S. and Vancouver or the U.S. and Toronto. All other flights shall be business class when available. If not available then first class.

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 he/she is employed, then the DGA-covered employee shall be upgraded to the same class of transportation.

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 30 days after the flight.

ARTICLE 13 - AD/UPM GENERAL RATES

UNIT PRODUCTION MANAGERS & ASSISTANT DIRECTORS										
Rates Effective July 1, 2011 to June 30, 2012	UNIT PRODUCTION MANAGER		FIRST ASSISTANT DIRECTOR		KEY SECOND ASSISTANT DIRECTOR		2ND SECOND ASSISTANT DIRECTOR		ADDITIONAL SECOND ASSISTANT DIRECTOR	
Weekly Studio Salary	\$4,712		\$4,481		\$3,003		\$2,835		\$1,724	
Weekly Location Salary	\$6,599		\$6,266		\$4,195		\$3,962		\$2,420	
Weekly Production Fee, Studio	\$1,021		\$830		\$633		\$0		\$0	
Weekly Production Fee, Location	\$1,217		\$1,021		\$830		\$0		\$0	
Daily Employment Salary, Studio	\$1,178		\$1,120		\$751		\$709		\$431	
Daily Employment Salary, Location	\$1,650		\$1,567		\$1,049		\$991		\$605	
Daily Employment Production Fee Studio/Location	\$255	\$304	\$208	\$255	\$158	\$208	\$0	\$0	\$0	\$0

BASIC CABLE DRAMATIC PROGRAMS: 1/2-HOUR WITH BUDGETS BETWEEN \$550,000 AND \$775,000; 1-HOUR WITH BUDGETS BETWEEN \$1,000,000 and \$1,450,000; 2-HOUR WITH BUDGETS BETWEEN \$2,750,000 AND \$4,500,000, PLUS AN ADDITIONAL \$1,450,000 FOR EACH HOUR OR PORTION THEREOF IN EXCESS OF 2 HOURS= 83.5% OF THE ABOVE RATES

**ARTICLE 13 - AD/UPM RATES FOR SINGLE CAMERA PILOTS,
AND 1ST & 2ND SEASON (1/2 HR & 1 HR EPISODIC)**

UNIT PRODUCTION MANAGERS & ASSISTANT DIRECTORS MINIMUMS										
Rates Effective July 1, 2011 to June 30, 2012	UNIT PRODUCTION MANAGER		FIRST ASSISTANT DIRECTOR		KEY SECOND ASSISTANT DIRECTOR		2ND SECOND ASSISTANT DIRECTOR		ADDITIONAL SECOND ASSISTANT DIRECTOR	
Weekly Studio Salary	\$4,620		\$4,393		\$2,944		\$2,779		\$1,690	
Weekly Location Salary	\$6,470		\$6,143		\$4,113		\$3,884		\$2,373	
Weekly Production Fee, Studio	\$1,001		\$814		\$621		\$0		\$0	
Weekly Production Fee, Location	\$1,193		\$1,001		\$814		\$0		\$0	
Daily Employment Salary, Studio	\$1,155		\$1,098		\$736		\$695		\$423	
Daily Employment Salary, Location	\$1,618		\$1,536		\$1,028		\$971		\$593	
Daily Employment Production Fee Studio/ Location	\$250	\$298	\$204	\$250	\$155	\$204	\$0	\$0	\$0	\$0

BASIC CABLE DRAMATIC PROGRAMS: 1/2-HOUR WITH BUDGETS BETWEEN \$550,000 AND \$775,000; 1-HOUR WITH BUDGETS BETWEEN \$1,000,000 and \$1,450,000; 2-HOUR WITH BUDGETS BETWEEN \$2,750,000 AND \$4,500,000, PLUS AN ADDITIONAL \$1,450,000 FOR EACH HOUR OR PORTION THEREOF IN EXCESS OF 2 HOURS = 83.5% OF THE ABOVE RATES

ARTICLE 24 (MULTI-CAMERA) - AD/UPM/ASSOCIATE DIRECTOR - GENERAL RATES

MULTI-CAMERA UNIT PRODUCTION MANAGERS, ASSISTANT DIRECTORS & ASSOCIATE DIRECTOR MINIMUMS												
Rates Effective July 1, 2011 to June 30, 2012	UNIT PRODUCTION MANAGER		FIRST ASSISTANT DIRECTOR		KEY SECOND ASSISTANT DIRECTOR		2ND SECOND ASSISTANT DIRECTOR		ADDITIONAL SECOND ASSISTANT DIRECTOR		ASSOCIATE DIRECTOR (LINE CUT)	
Weekly Studio Salary	\$4,278		\$4,066		\$2,824		\$2,678		\$1,640		\$3,870	
Weekly Location Salary	\$5,989		\$5,684		\$3,877		\$3,673		\$2,252		\$5,415	
Weekly Production Fee, Studio	\$928		\$752		\$575		\$0		\$0		\$715	
Pro-Rated Production Fee, Studio	\$186 Day		\$150 Day		\$115 Day		\$0		\$0		\$143 Day	
Weekly Production Fee, Location	\$1,104		\$928		\$752		\$0		\$0		\$881	
Pro-Rated Production Fee, Location	\$184 Day		\$155 Day		\$125 Day		\$0		\$0		\$147 Day	
Daily Employment Salary, Studio	\$1,070		\$1,017		\$706		\$670		\$410		\$968	
Daily Employment Salary, Location	\$1,497		\$1,421		\$969		\$918		\$563		\$1,354	
Daily Employment Production Fee Studio/Location	\$232	\$276	\$188	\$232	\$144	\$188	\$0	\$0	\$0	\$0	\$179	\$220

ASSOCIATE DIRECTORS (NO LINE CUT)		
TYPE OF EMPLOYMENT	Rates Effective July 1, 2011 to June 30, 2012	DAYS GUARANTEED
3 DAY	\$2,755	3
WEEKLY	\$4,049	5
DAILY	\$1,009	1

BASIC CABLE DRAMATIC PROGRAMS: 1/2-HOUR WITH BUDGETS BETWEEN \$550,000 AND \$775,000; 1-HOUR WITH BUDGETS BETWEEN \$1,000,000 and \$1,450,000; 2-HOUR WITH BUDGETS BETWEEN \$2,750,000 AND \$4,500,000, PLUS AN ADDITIONAL \$1,450,000 FOR EACH HOUR OR PORTION THEREOF IN EXCESS OF 2 HOURS = 83.5% OF THE ABOVE RATES

ARTICLE 24 (MULTI-CAMERA) - AD/UPM/ASSOCIATE DIRECTOR - PILOT RATES

MULTI-CAMERA UNIT PRODUCTION MANAGERS, ASSISTANT DIRECTORS & ASSOCIATE DIRECTOR MINIMUMS - PILOTS												
Rates Effective July 1, 2011 to June 30, 2012	UNIT PRODUCTION MANAGER		FIRST ASSISTANT DIRECTOR		KEY SECOND ASSISTANT DIRECTOR		2ND SECOND ASSISTANT DIRECTOR		ADDITIONAL SECOND ASSISTANT DIRECTOR		ASSOCIATE DIRECTOR (LINE CUT)	
Weekly Studio Salary	\$4,194		\$3,986		\$2,769		\$2,625		\$1,608		\$3,794	
Weekly Location Salary	\$5,872		\$5,573		\$3,801		\$3,601		\$2,208		\$5,309	
Weekly Production Fee, Studio	\$910		\$737		\$564		\$0		\$0		\$701	
Pro-Rated Production Fee, Studio	\$182 Day		\$147 Day		\$113 Day		\$0		\$0		\$140 Day	
Weekly Production Fee, Location	\$1,082		\$910		\$737		\$0		\$0		\$864	
Pro-Rated Production Fee, Location	\$180 Day		\$152 Day		\$123 Day		\$0		\$0		\$144 Day	
Daily Employment Salary, Studio	\$1,049		\$997		\$692		\$656		\$402		\$949	
Daily Employment Salary, Location	\$1,468		\$1,393		\$950		\$900		\$469		\$1,129	
Daily Employment Production Fee Studio/Location	\$228	\$271	\$184	\$228	\$141	\$184	\$0	\$0	\$0	\$0	\$175	\$216

ASSOCIATE DIRECTORS (NO LINE CUT)		
TYPE OF EMPLOYMENT	Rates Effective July 1, 2011 to June 30, 2012	DAYS GUARANTEED
3 DAY	\$2,701	3
WEEKLY	\$3,970	5
DAILY	\$989	1

BASIC CABLE DRAMATIC PROGRAMS: 1/2-HOUR WITH BUDGETS BETWEEN \$550,000 AND \$775,000; 1-HOUR WITH BUDGETS BETWEEN \$1,000,000 and \$1,450,000; 2-HOUR WITH BUDGETS BETWEEN \$2,750,000 AND \$4,500,000, PLUS AN ADDITIONAL \$1,450,000 FOR EACH HOUR OR PORTION THEREOF IN EXCESS OF 2 HOURS = 83.5% OF THE ABOVE RATES

ADDITIONAL INFORMATION FOR ADs and UPMs

All single camera production is covered under the Basic Agreement. Programs that were in production prior to February 11, 2002, remain under the terms and conditions of the BA or FLTTA agreement in effect on that date. Article 24 covers new Prime Time multi-camera Dramatic Programs, principal photography of which began on or after February 11, 2002. Live multi-camera dramatic productions are covered under the FLTTA.

SINGLE CAMERA

STAFFING

The first two 2nd ADs employed are the Key 2nd AD and 2nd 2nd AD. The term "Additional 2nd AD" applies to the subsequent 2nd ADs assigned to a shooting unit. An Additional 2nd AD may only be employed if the Key 2nd AD and 2nd 2nd AD are employed and may perform all duties of a 2nd AD. The Additional 2nd AD does not receive preparation time, production fees or completion of assignment pay

MULTI-CAMERA

For shows that are done "film style" (without a line cut), the Company will minimally employ a MC-UPM, MC-First Assistant Director and MC-Key Second Assistant Director. The company may also employ a MC-Second Second Assistant Director and a MC-Additional Second Assistant Director. In addition, if the program is "film style" (no line-cut), the Company may employ an Associate Director. If the program is "tape style" (a program on which a line cut is recorded for purposes of editing and/or delayed broadcast), the Company will employ an Associate Director and may employ a Key Second Assistant Director.

PREPARATION TIME

	1st AD	Key 2AD
15 Min. or less	2 Days	
16-30 Min	3 Days	1 Day (2 Days if pilot or 1st episode)
31-60 Min	6 Days	2 Days (3 Days if pilot or 1st episode)
61-90 Min	10 Days	5 Days
91-180 Min	15 Days	7 Days
Features	15 Days	7 Days
Shorts	2 Days	1 Day

UPM	15 days prior to 1st day of camera blocking on 1st episode of the 1st season of a series.
	13 days prior to 1st day of camera blocking on 1st episode of a returning series.
	8 day prior to the 1st day camera blocking on a pilot.
	5 days prior to 1st day of camera blocking on a presentation 16-30 min. in length.
1st AD	3 days; 2 days if there is a line cut.
Key 2A AD	1 day if there is no line cut.
AD	1 day if there is a line cut.

2nd Unit: The 1st AD will receive prep time where 20 or more members of the cast and crew are employed or stunts are to be performed. The prep time is 1 day for 1 or 2 days shooting and 2 days for 3 or more days shooting.

If a Key 2nd AD and 2nd 2nd AD or two Key 2nd ADs are employed on episodic TV programs, neither one is entitled to payment for unworkd prep time.

ADDITIONAL INFORMATION FOR ADs and UPMs (continued)

COMPLETION OF ASSIGNMENT

SINGLE CAMERA

Completion of Assignment Pay is capped at a maximum of six events per production, per season.

Unit Production Managers, 1st ADs, Key 2nd Ads and 2nd 2nd ADs (other than those employed on a daily basis for less than 5 days) are entitled to an additional week's salary upon completion of assignment if employed 2 or more weeks or 2 1/2 days salary if employed less than two weeks.

For feature films, long-form television and series on distant location, no Completion of Assignment is paid for a hiatus of at least one week over Christmas/New Years so long as the Employee receives unworked holiday pay for Christmas Day and New Years Day; the hiatus is a maximum of 2 consecutive weeks; if on location the Employer will provide travel to/from location or will provide per diem and housing if the Employer agrees that Employee remains on location.

MULTI-CAMERA

There is no cap on the number of Completion of Assignment events.

Except as defined below, Unit Production Managers, 1st ADs, Key 2nd ADs, 2nd 2ADs, and Associate Directors employed on a "tape style" show (where there is a line cut) are entitled to 50% of Completion of Assignment pay for all hiatus periods or periods of layoffs. The final Completion of Assignment payment for the series or of the employment shall be the full 100%. (Completion of Assignment pay is one week's salary if employed two or more weeks or 2 1/2 days if employed for fewer than two 5-day workweeks.)

In lieu of Completion of Assignment pay during hiatus periods, the 1st ADs and Key 2ADs receive 50% hiatus salary including pension & health, vacation and unworked holiday pay and may work during the hiatus so long as they are not required to report to a production office or location on more than 2 days during the hiatus.

Associate Directors employed on a "film style" show (no line cut) (other than those employed on a daily basis for less than 5 days) are entitled to 50% of Completion of Assignment pay for all hiatus periods or periods of layoff. The final Completion of Assignment payment for the series or of employment shall be the full 100% (completion of Assignment pay is one week's salary if employed on a weekly basis for two or more weeks, or 2 1/2 days; salary if employed on a weekly basis for fewer than two 5-day workweeks, but employed for 5 or more days in the aggregate between the commencement or resumption of employment and hiatus or layoff. Those employed on the 3-day basis receive 2 1/2 days' salary if employed for two or more 3-day workweeks).

On distant location, no Completion of Assignment is paid for a hiatus of at least one week over Christmas/New Years so long as the Employee receives unworked holiday pay for Christmas Day and New Years Day; the hiatus is a maximum of 2 consecutive weeks; if on location the Employer will provide travel to/from location or will provide per diem and housing if the Employer agrees that Employee remains on location.

ADDITIONAL INFORMATION FOR ADs and UPMs *(continued)*

EXTENDED WORKDAY

SINGLE CAMERA

UPM: Any UPM who works more than 16 hours before being dismissed shall receive an additional day's salary for each 4 hour period or portion thereof worked beyond 16 hours. Such salary in all cases shall be 1/5 of the studio work week rate and shall be excluded from all other computations.

MULTI-CAMERA

Any UPM, First & 2nd Assistant Director and Associate Director who works more than 16 hours before being dismissed shall receive an additional day's salary for each 4-hour period or portion thereof worked beyond 16 hours. Such salary in all cases shall be 1/5 of the studio work week rate and shall be excluded for all other computations

	Workday Begins	Workday Ends
1AD	General Crew Call	Camera Wrap (plus travel time on distant location or "bus-to" location location).
Hours Worked: - 14+ to 16 Hours - add'l 1/2 day's salary (does not apply to multi-camera stage shows) - 16+ to 20 Hours - another additional 1/2 day's salary. - 20+ Hours - another additional full day's salary for each 4 hour period or fraction thereof worked.		
	Workday Begins	Workday Ends
Key 2nd AD & 2nd 2nd AD	At earlier of General Crew Call, Make-up Personnel Call or Hair Dressing Personnel Call	1/2 hour after camera wrap in studio; 1 hour after camera wrap at "report to" and/or "bus-to" local locations and distant locations (plus travel time to distant location or "bus-to" local location).
Hours Worked: One 2nd AD assigned to shooting unit: - In the studio or on a "report to" location: 13+ to 16 hours - additional 1/2 day's salary (does not apply to multi-camera stage shows). - On distant location or "bus-to" location 14+ to 16 hours - additional 1/2 day's salary (does not apply to multi-camera stage shows). - After 16 hours - another additional day's salary for each 4 hour period or portion thereof work. Two or more 2nd ADs assigned to shooting unit: - Two or more 2nd ADs who work more than 16 hours before being dismissed shall receive an additional day's salary for each four hour period or portion thereof worked beyond 16 hours.		

ADDITIONAL INFORMATION FOR ADs and UPMs (continued)

WORKWEEK

The studio workweek consists of 7 days with the 6th and 7th days off; the location workweek has the 7th day off only. The start day of the initial workweek must be designated in the deal memo and Employees must be advised of any changes in advance.

For work on the 6th day in the studio workweek, Employees must be paid 150% of their pro-rata daily salary including production fee; on the 7th day, Employees must be paid 200% of their pro rata daily salary (studio) including production fee or an additional 1/5th of weekly studio salary (distant location). With certain limited exceptions, Employer must pay the 6th or 7th day premium if the workweek is shifted so that Employees work on a 6th or 7th day.

A studio weekly or daily Employee who works 14 hours & past 1:00 a.m. into a 6th or 7th day will be paid for the 6th or 7th day unless the Employee receives a rest period of 33 hours for day off or a 50 hour rest period for 2 days off.

RESIDENCY

The Guild will provide Employer with documentation of the home address of each member to be hired on location. The Employee may change his/her home address by notifying the Guild in writing; the change will be effective 60 days after the request is received by the Guild; the Employee may not change his/her address more than once in any 12 month period.

The Guild will consider a member's request to change his/her address outside of the above time period if member can document s/he has been a resident of the area in which employed at least 60 days prior first day of employment and the area is not Los Angeles, New York, Toronto or Vancouver.

CAPRICIOUS DISCHARGE

Assistant Directors and Unit Production Managers employed on a weekly basis for at least 3 consecutive workweeks should be made aware of problems with their performance at least two days prior to being replaced. If such Employee is replaced other than for cause, without the 2 days notice, s/he shall be entitled to one week plus 2 days salary in addition to any other payments due.

DISCHARGE WITHOUT CAUSE

If the UPM, 1st Assistant Director or Key 2nd Assistant Director is replaced without good cause, the Company must pay 3 weeks completion of assignment pay:

1. If the UPM or Assistant Director has completed 50% of the episodes in a single television series order, excluding options, of 13 or more episodes or
2. If the UPM or Assistant Director completed 50 % of the days of principal photography on a theatrical film or a long form television film 90 minutes or longer.

AD/UPM GENERAL INFORMATION

When a UPM, Assistant Director, Technical Coordinator or Associate Director is employed on motion pictures produced in the Los Angeles area, no mileage is paid for reporting to any point within the 30-mile Los Angeles zone, including Agua Dulce, Castaic, Lake Castaic, Leo Carrillo State Beach, Moorpark, Ontario International Airport, Piru, Pomona, including L.A. County Fairgrounds, which is within a designated 10-mile radius, provided the Employer's designation of the 10-mile radius is made no later than the start of production in the case of a pilot or television motion picture more than 1 hour in length or theatrical motion picture. In the case of a half-hour or one hour television series, no later than the start of each season's production.

Other than the above exception, when a UPM, Assistant Director, Technical Coordinator or Associate Director furnishes his or her own transportation, he or she shall be entitled to a mileage expense of \$.30 per mile.

The distant location incidental allowance for all UPMs and Assistant Directors is \$20.00 per day and is payable at the same time and in the same manner per diem is paid.

Dinner Allowance - Article 13: Except on distant location, if a UPM, AD or TC starts work on or before 9:00 A.M. and works after 7:30 P.M., he or she shall be paid a dinner allowance of \$28.00 unless dinner is furnished by the Employer commencing no later than 9:00 P.M.

Multi-Camera (Article 24): No Dinner Allowance

With the exception of UPMs and Assistant Directors employed on single camera pilots or an episode of a new one hour or one-half hour series produced during the first production season, all UPMs, Assistant Directors and Associate Directors are entitled

ADDITIONAL INFORMATION FOR ADs and UPMs (continued)

to receive with their closing check earned vacation pay at the rate of 4% of salary paid during the period of employment. Such employees are entitled to another 3.719% of salary as Unworked Holiday pay (subject to an offset of amounts paid for holidays occurring during employment period), payable by check sent to the Employee by April 15 of the year subsequent to the calendar year in which such pay is earned.

When a UPM, Assistant Director, or Associate Director is employed on a pilot or during the first production year of a single camera 1-hour or 1/2-hour series, the vacation pay & unworked holiday pay are at 50%.

TRAVEL

Coach air for domestic flights of less than 1,000 air miles when the flight is non-stop from departure to final destination. Employer must provide elevated coach class travel when available. Also included are flights between Los Angeles & Vancouver and flights that are less than 1,000 miles between the U.S. and Vancouver or the U.S. and Toronto. All other flights shall be business class when available. If not available then first 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 30 days after the flight.

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 he/she is employed, then the DGA-covered employee shall be upgraded to the same class of transportation.

2AD WRAP SUPERVISION ALLOWANCE

An allowance of \$50 per day will be paid to the 2AD responsible for supervising wrap on a local location, a distant location, or in the studio when loading out to a local location or distant location the following day. The allowance is excluded from all other computations and not subject to Pension and Health contributions.

PENSION & HEALTH PLANS

Employers will contribute 5.5% to the Pension Plan and 10% to the Health Plan. Employees contribute 2.5% to the Pension Plan.

Employers will contribute 14.5% to the Health Plan on Completion of Assignment Pay and Vacation Pay.

UPM HYPHENATE CONTRIBUTIONS

Theatrical Films: Employers will make contributions on behalf of any UPM who is also employed as a producer based on the salary paid for UPM services, but in no event on an amount less than \$100,000 for the picture. The only exception is in those instances where the producer/UPM is employed solely for the purpose of preparing budgets and/or storyboards.

PENSION & HEALTH PLAN CEILINGS

Theatrical: Pension = \$200,000

Theatrical: Health = UPMs: \$350,000; Assistant Directors and Associate Directors = \$250,000

Television: Health = \$200,000

DGACA-ASSISTANT DIRECTOR TRAINING PROGRAM

Company will contribute 1/2% to Training Plan & DGACA for AD/UPMs employed in L.A. County or on location outside L.A. County when transported by Employer to location.

NEW YORK & CHICAGO LOCATION MANAGERS

Location Managers employed to work in the New York Area or Chicago will be employed as 2ADs. The QL provisions of BA ¶14-405 will not be required for theatrical and television motion pictures in the New York Area provided the Employer first gives consideration to those on the 2nd AD QL who reside within the New York area as defined (location within a 75-mile radius of Columbus Circle), and have experience managing locations. Chicago area is defined as 75-mile radius from the intersection of State and Madison.

THEATRICAL DIRECTORS - LOW BUDGET SIDELETTER 11/1/11 to 6/30/12

<p>Levels 1 & 2: On motion pictures with budgets equal to or less than \$2,600,000: The Director's initial compensation, daily rate and preparation time will be subject to negotiation between Employer and the Director.</p>
<p>Level 3: On motion pictures with budgets greater than \$2,600,000 but equal to or less than \$3,750,000: The Director's initial compensation shall be no less than \$75,000 for a minimum guarantee of 13 weeks. The minimum compensation for a Second Unit Director is \$1,500 per day.</p>

<p>Level 4A: On motion pictures with budgets greater than \$3,750,000 but equal to or less than \$8,500,000, Directors, including 2nd Unit Directors, may be paid discounted salary no less than 75% of the applicable minimum salary in Article 3 of the BA (as follows):</p>	<p>Rates Effective November 1, 2011 to June 30, 2012</p>
Weekly Salary @ 75%	\$12,381
Guaranteed Preparation Period	2 Weeks
Guaranteed Employment Period	10 Weeks
Guaranteed Cutting Allowance	1 Week
Compensation for Days Worked Beyond Guarantee	\$2,476
Daily Employment Where Permitted	\$3,095

<p>Level 4B: On motion pictures with budgets greater than \$8,500,000 but equal to or less than \$11,000,000, Directors, including 2nd Unit Directors, may be paid discounted salary no less than 90% of the applicable minimum salary in Article 3 of the BA (as follows):</p>	<p>Rates Effective November 1, 2011 to June 30, 2012</p>
Weekly Salary @ 90%	\$14,857
Guaranteed Preparation Period	2 Weeks
Guaranteed Employment Period	10 Weeks
Guaranteed Cutting Allowance	1 Week
Compensation for Days Worked Beyond Guarantee	\$2,971
Daily Employment Where Permitted	\$3,714

<p>CUTTING ALLOWANCE: Levels 1 & 2:</p>	<p>Employer shall provide the same number of days for the accomplishment of the Director's Cut as were provided for principal photography, but in no event shall the period of the Director's cut be less than 20 days, followed by a screening of the Director's Cut pursuant to BA Paragraph 7-505(d).</p>
<p>CUTTING ALLOWANCE: Level 3:</p>	<p>Employer shall provide a minimum 8 week period for the accomplishment of the Directors Cut, followed by a screening of the Director's Cut pursuant to BA Paragraph 7-505(d).</p>
<p>CUTTING ALLOWANCE: Level 4:</p>	<p>Full 10 weeks</p>
<p>Travel:</p>	<p>Coach for (a) non-stop domestic flights of less than 1,000 air miles from departure point to final destination; (b) flights between Los Angeles and Vancouver; or (c) flights of less than 1,000 air miles between the United States and either Toronto or Vancouver. Except as noted above, travel will be business class for non-stop domestic or foreign flight of 1,000 or more miles from departure point to final destination.</p> <p>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 he/she is employed, then the Employee shall be upgraded to the same class of transportation as is afforded to the other employee.</p>
<p>Sequel Payment:</p>	<p>If Employer produces a theatrical motion picture which is a sequel to a theatrical motion picture covered under the DGA Low Budget Sideletter, the Employer will pay to the Director of the original theatrical motion picture upon commencement of principal photography of the sequel theatrical motion picture, an amount equal to \$10,000 if the sequel theatrical motion picture is produced at Levels 1, 2 or 3, or \$20,000 if the sequel theatrical motion picture is produced at Level 4 above, provided: (1) the original theatrical motion picture and the sequel are produced by the same Employer; (2) principal photography of the original theatrical motion picture commenced on or after July 1, 2011; and (3) the sequel is based on an original screenplay which utilizes the leading character or characters of the original theatrical motion picture in a substantially different story. Only one payment shall be due, irrespective of the number of sequel theatrical motion pictures produced. If the Director of the original theatrical motion picture also directs the sequel, the amount payable pursuant shall be credited against compensation payable to the Director for the sequel.</p>

AD/UPM RATES - LOW BUDGET SIDELETTER

Level 1	A.	For pictures with budgets of \$500,000 or less, initial compensation is negotiable provided the salary paid for any hour of work shall in no event be less than the federal or state minimum wage.
	B.	On motion pictures with budgets greater than \$500,000 but equal to or less than \$1,100,000, initial compensation shall be no less than 33% of the minimum weekly salaries in Paragraph 13-101(a) of the BA, provided that the salary paid for any hour of work shall in no event be less than the federal or state minimum wage (see following schedule):

Level 2	On motion pictures with budgets greater than \$1,100,000 but equal to or less than \$2,600,000, initial compensation shall be no less than 50% of the minimum weekly salaries in Paragraph 13-101(a) of the BA. Production Fees for all Assistant Directors and Unit Production Managers shall be \$25 per week. Any 2nd Assistant Director hired in addition to the Key may be paid no less than 50% of the minimum weekly salary for an Additional 2nd Assistant Director (see following schedule):
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Rates Effective November 1, 2011 to June 30, 2012	
UPM	\$1,555
1A	\$1,479
Key 2A	\$991
All other 2A	\$638

Rates Effective November 1, 2011 to June 30, 2012	
UPM	\$2,356
1A	\$2,241
Key 2A	\$1,502
All other 2A	\$862

Level 3	On motion pictures with budgets greater than \$2,600,000 but equal to or less than \$3,750,000, initial compensation shall be no less than 60% of the minimum weekly salaries in Paragraph 13-101(a) of the BA. Production Fees for the UPM and 1A is \$200 per week; and \$150 per week for the Key 2A (see the following schedule):
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Rates Effective November 1, 2011 to June 30, 2012	
UPM	\$2,827
1A	\$2,689
Key 2A	\$1,802
All other 2A	\$1,034

AD/UPM RATES - LOW BUDGET SIDELETTER

Level 4	A	On motion pictures with budgets greater than \$3,750,000 but equal to or less than \$5,500,000, initial compensation and production fees shall be no less than 70% of the minimum weekly salaries and production fees in Paragraphs 13-101(a) & (b) of the BA (see following schedule):
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Rates Effective November 1, 2011 to June 30, 2012	UNIT PRODUCTION MANAGER		FIRST ASSISTANT DIRECTOR		KEY SECOND ASSISTANT DIRECTOR		SECOND SECOND ASSISTANT DIRECTOR		ADDITIONAL SECOND ASSISTANT DIRECTOR	
	Weekly Studio Salary	\$3,298		\$3,137		\$2,102		\$1,985		\$1,207
Weekly Location Salary	\$4,619		\$4,386		\$2,937		\$2,773		\$1,694	
Weekly Production Fee, Studio	\$715		\$581		\$443		\$0		\$0	
Weekly Production Fee, Location	\$852		\$715		\$581		\$0		\$0	
Daily Employment Salary, Studio	\$825		\$784		\$526		\$496		\$302	
Daily Employment Salary, Location	\$1,155		\$1,097		\$734		\$693		\$424	
Daily Employment Production Fee Studio/Location	\$179	\$213	\$145	\$179	\$111	\$145	\$0	\$0	\$0	\$0

Level 4	B	On motion pictures with budgets greater than \$5,500,000 but equal to or less than \$8,500,000, initial compensation and production fees shall be no less than 80% of the minimum weekly salaries and production fees in Paragraphs 13-101(a) & (b) of the BA (see following schedule):
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Rates Effective November 1, 2011 to June 30, 2012	UNIT PRODUCTION MANAGER		FIRST ASSISTANT DIRECTOR		KEY SECOND ASSISTANT DIRECTOR		SECOND SECOND ASSISTANT DIRECTOR		ADDITIONAL SECOND ASSISTANT DIRECTOR	
	Weekly Studio Salary	\$3,770		\$3,585		\$2,402		\$2,268		\$1,379
Weekly Location Salary	\$5,279		\$5,013		\$3,356		\$3,170		\$1,936	
Weekly Production Fee, Studio	\$817		\$664		\$506		\$0		\$0	
Weekly Production Fee, Location	\$974		\$817		\$664		\$0		\$0	
Daily Employment Salary, Studio	\$942		\$896		\$601		\$567		\$345	
Daily Employment Salary, Location	\$1,320		\$1,253		\$839		\$792		\$484	
Daily Employment Production Fee Studio/Location	\$204	\$243	\$166	\$204	\$127	\$166	\$0	\$0	\$0	\$0

AD/UPM RATES - LOW BUDGET SIDELETTER (continued)

**Level
4**

C

On motion pictures with budgets greater than \$8,500,000 but equal to or less than \$11,000,000, initial compensation and production fees shall be no less than 90% of the minimum weekly salaries and production fees in Paragraphs 13-101(a) & (b) of the BA (see following schedule):

Rates Effective November 1, 2011 to June 30, 2012	UNIT PRODUCTION MANAGER		FIRST ASSISTANT DIRECTOR		KEY SECOND ASSISTANT DIRECTOR		SECOND SECOND ASSISTANT DIRECTOR		ADDITIONAL SECOND ASSISTANT DIRECTOR	
	Weekly Studio Salary	\$4,241		\$4,033		\$2,703		\$2,552		\$1,552
Weekly Location Salary	\$5,939		\$5,639		\$3,776		\$3,566		\$2,178	
Weekly Production Fee, Studio	\$919		\$747		\$570		\$0		\$0	
Weekly Production Fee, Location	\$1,095		\$919		\$747		\$0		\$0	
Daily Employment Salary, Studio	\$1,060		\$1,008		\$676		\$638		\$388	
Daily Employment Salary, Location	\$1,485		\$1,410		\$944		\$891		\$545	
Daily Employment Production Fee Studio/Location	\$230	\$274	\$187	\$230	\$142	\$187	\$0	\$0	\$0	\$0

AD-UPMs - LOW BUDGET SIDELETTER 7/1/11 to 6/30/12

No Vacation Pay for Levels 1-4(b)	No Unworked Holiday Pay for Levels 1-4(b)	Completion of Assignment: None for Levels 1 & 2	Dinner Allowance: None if Employer provides meals, including "walking meals"	Distant Location Per Diem: No less than SAG or IA	\$50.00 2nd AD Wrap Allowance paid on Level 4(c)
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Travel:	<p>Coach for (a) non-stop domestic flights of less than 1,000 air miles from departure point to final destination; (b) flights between Los Angeles and Vancouver; or (c) flights of less than 1,000 air miles between the United States and either Toronto or Vancouver. Except as noted above, travel will be business class for non-stop domestic or foreign flights of 1,000 or more miles from departure point to final destination.</p> <p>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 he/she is employed, then the DGA-covered employee shall be upgraded to the same class of transportation.</p>
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EXTENDED WORKDAYS	Levels 1B, 2 and 3
1A	A 1A who works more than 14 hours before being dismissed shall receive an additional 1/4 day's pay for each 2 hours, or portion thereof, worked in excess of 14 hours.
2A	A 2A who works more than 13 hours, if there is only one 2A, or more than 16 hours if there are 2 or more 2As, shall receive 1/4 day's pay for each 2 hours, or portion thereof, worked in excess of 13 (or 16) hours.
	Level 4
	UPM: Any UPM who works more than 16 hours before being dismissed shall receive an additional day's salary for each 4 hour period or portion thereof worked beyond 16 hours. Such salary in all cases shall be 1/5 of the studio work week rate and shall be excluded from all other computations.

	Workday Begins	Workday Ends
1AD	General Crew Call	Camera Wrap (plus travel time on distant location or "bus-to" location location).
<p>Hours Worked:</p> <ul style="list-style-type: none"> - 14+ to 16 Hours - add'l 1/2 day's salary - 16+ to 20 Hours - another additional 1/2 day's salary. - 20+ Hours - another additional full day's salary for each 4 hour period or fraction thereof worked. 		

	Workday Begins	Workday Ends
Key 2nd AD & 2nd 2nd AD	At earlier of General Crew Call, Make-up Personnel Call or Hair Dressing Personnel Call	1/2 hour after camera wrap in studio; 1 hour after camera wrap at "report to" and/or "bus-to" local locations and distant locations (plus travel time to distant location or "bus-to" local location).
<p>Hours Worked:</p> <p>One 2nd AD assigned to shooting unit:</p> <ul style="list-style-type: none"> - In the studio or on a "report to" location: 13+ to 16 hours - additional 1/2 day's salary (does not apply to multi-camera stage shows). - On distant location or "bus-to" location 14+ to 16 hours - additional 1/2 day's salary (does not apply to multi-camera stage shows). - After 16 hours - another additional day's salary for each 4 hour period or portion thereof work. <p>Two or more 2nd ADs assigned to shooting unit:</p> <ul style="list-style-type: none"> - Two or more 2nd ADs who work more than 16 hours before being dismissed shall receive an additional day's salary for each four hour period or portion thereof worked beyond 16 hours. 		

FLTTA: MINIMUMS FOR DIRECTORS 7/1/11 to 6/30/12

	DRAMATIC NETWORK PRIME-TIME (INCLUDES FBC)					DRAMATIC NON-NETWORK OR NETWORK NON-PRIME-TIME (HIGH BUDGET)					DRAMATIC NON-NETWORK OR NETWORK NON-PRIME-TIME (LOW BUDGET)				
Rates Effective July 1, 2011 to June 30, 2012	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes	91-120 Minutes	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes	91-120 Minutes	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes	91-120 Minutes
PROGRAM RATE	\$15,332	\$23,580	\$40,043	\$66,740	\$112,119	\$5,091	\$9,692	\$17,819	\$28,480	\$34,273	\$2,535	\$4,357	\$5,050	\$6,420	\$7,719
Included Days (Parenthesis indicates included days which need not be consecutive)	4	7(1)	15(2)	25(4)	42(7)	3	6(1)	12(2)	24(4)	24(5)	2	4	5	6	7
Compensation for days worked beyond guarantee (Daily)	\$3,833	\$3,369	\$2,670	\$2,670	\$2,670	\$1,697	\$1,615	\$1,485	\$1,187	\$1,428	\$1,268	\$1,089	\$1,010	\$1,070	\$1,103

	NETWORK PRIME-TIME VARIETY SERIES (INCLUDES FBC)					NON-NETWORK OR NETWORK NON-PRIME-TIME VARIETY (HIGH BUDGET)					NON-NETWORK OR NETWORK NON-PRIME-TIME VARIETY (LOW BUDGET)				
Rates Effective July 1, 2011 to June 30, 2012	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes	Over 90 Minutes	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes	Over 90 Minutes	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes	Over 90 Minutes
PROGRAM RATE	\$5,447	\$8,369	\$14,510	\$29,027	\$33,495	\$3,583	\$5,496	\$7,943	\$10,393	\$14,687	\$2,535	\$3,894	\$5,050	\$6,420	\$7,719
Included Days (Parenthesis indicates included days which need not be consecutive)	3	5(1)	9(2)	18(4)	24(5)	3	6(1)	9(2)	14(4)	18(5)	2	4	5	6	7
Compensation for days worked beyond guarantee (Daily)	\$1,816	\$1,674	\$1,612	\$1,613	\$1,396	\$1,194	\$916	\$883	\$742	\$701	\$1,268	\$974	\$1,010	\$1,070	\$1,103

FLTTA: MINIMUMS FOR DIRECTORS 7/1/11 to 6/30/12

	NETWORK PRIME-TIME VARIETY SPECIALS (INCLUDES FBC)				VARIETY SEGMENTS
Rates Effective July 1, 2011 to June 30, 2012	0-30 Minutes	31-60 Minutes	61-90 Minutes	Over 90 Minutes	(Less than 5 min. in length by an add'l. director)
PROGRAM RATE	\$18,994	\$32,250	\$53,748	\$77,786	\$1,947
Included Days (Parenthesis indicates included days which need not be consecutive)	10(2)	18(4)	36(8)	48(10)	1
Compensation for days worked beyond guarantee (Daily)	\$1,899	\$1,792	\$1,493	\$1,621	

	NETWORK PRIME-TIME QUIZ & GAME SHOWS (INCLUDES FBC)				NON-NETWORK OR NON-PRIME-TIME QUIZ & GAME SHOWS			
Rates Effective July 1, 2011 to June 30, 2012	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes	0-15 Minutes	16-30 Minutes	31-60 Minutes	61-90 Minutes
	\$2,789	\$4,279	\$5,519	\$6,356	\$2,652	\$4,079	\$5,266	\$6,052
INCLUDED DAYS	2	3	4	5	2	3	4	5
Compensation for Days Worked Beyond Guarantee (Daily)	\$1,395	\$1,426	\$1,380	\$1,271	\$1,326	\$1,360	\$1,371	\$1,210

FLTTA: MINIMUMS FOR DIRECTORS 7/1/11 to 6/30/12

Rates Effective July 1, 2011 to June 30, 2012	STRIP DRAMATIC Non-Network or Non-Prime-Time (Per show)			STRIP VARIETY Non-Network or Non-Prime-Time (5 Per week)				STRIP QUIZ & GAME Non-Network or Non-Prime-Time (5 Per week)			
	0-15 Minutes	16-30 Minutes	31-60 Minutes	0-15 Minutes	16-30 Minutes	31-60 Minutes	Over 60 Minutes	0-15 Minutes	16-30 Minutes	31-60 Minutes	Over 60 Minutes
PROGRAM RATE	\$1,513	\$2,325	\$4,052	\$4,260	\$6,559	\$8,155	\$9,623	\$4,170	\$6,420	\$7,581	\$8,744
INCLUDED DAYS	1	2	3	3	5	7	8	3	6	7	8
Compensation for Days Worked Beyond Guarantee (Daily)	\$1,513	\$1,162	\$1,351	\$1,420	\$1,312	\$1,165	\$1,203	\$1,390	\$1,070	\$1,083	\$1,093

Rates Effective July 1, 2011 to June 30, 2012	ALL OTHER PROGRAMS				PRIME-TIME = 150% OF BELOW RATES			
	1 per week	2 per week	3 per week	4 per week	5 per week	6 per week	7 per week	
5 Min. or Less	\$667	\$1,062	\$1,284	\$1,466	\$1,616	\$1,724	\$1,843	
Over 5 Min. to 10 Min	\$1,007	\$1,343	\$1,682	\$2,002	\$2,292	\$2,510	\$2,737	
Over 10 Min. to 15 Min.	\$1,399	\$2,113	\$2,679	\$3,362	\$3,921	\$4,197	\$4,457	
Over 15 Min. to 30 Min.	\$3,362	\$4,464	\$5,021	\$5,743	\$6,420	\$6,967	\$7,521	
Over 30 Min. to 45 Min.	\$3,633	\$4,742	\$5,576	\$6,313	\$6,989	\$7,535	\$8,104	
Over 45 Min. to 60 Min.	\$4,529	\$5,382	\$6,229	\$6,960	\$7,635	\$8,196	\$8,760	
Over 60 Min: Applicable Hour Rate + Rate for each Additional 1/2 Hour	\$1,164	\$928	\$1,207	\$1,211	\$1,220	\$1,227	\$1,242	

MINIMUM DAILY RATE: NON-PRIME-TIME: \$972/ PRIME-TIME: \$1,459

ASSOCIATE DIRECTOR AND STAGE MANAGER MINIMUMS PRIME-TIME DRAMATIC PROGRAMS

PRIME-TIME DRAMATIC PROGRAM MINIMUMS 7/1/11 to 6/30/12

Rates Effective July 1, 2011 to June 30, 2012	ASSOCIATE DIRECTORS	FIRST STAGE MANAGERS	SECOND & ADDITIONAL STAGE MANAGERS
WEEKLY STUDIO RATE	\$4,185	\$3,474	\$3,003
WEEKLY PRODUCTION FEE, STUDIO	\$775	\$728*	\$0
PRO-RATED AT DAILY	\$155	\$146*	\$0
WEEKLY LOCATION RATE	\$5,855	\$4,853	\$4,195
WEEKLY PRODUCTION FEE, LOCATION	\$952	\$946*	\$0
PRO-RATED AT DAILY	\$159	\$158*	\$0
DAILY RATE, STUDIO	\$1,046	\$869	\$751
DAILY PRODUCTION FEE, STUDIO (DAILY EMPLOYMENT ONLY)	\$194	\$178*	\$0
DAILY RATE, LOCATION	\$1,464	\$1,213	\$1,049
DAILY PRODUCTION FEE, LOCATION (DAILY EMPLOYMENT ONLY)	\$238	\$237*	\$0

BASIC CABLE DRAMATIC PROGRAMS: 1/2-HOUR WITH BUDGETS BETWEEN \$550,000 AND \$775,000; 1-HOUR WITH BUDGETS BETWEEN \$1,000,000 and \$1,450,000; 2-HOUR WITH BUDGETS BETWEEN \$2,750,000 AND \$4,500,000, PLUS AN ADDITIONAL \$1,450,000 FOR EACH HOUR OR PORTION THEREOF IN EXCESS OF 2 hours = 83.5% OF THE ABOVE RATES

*PRODUCTION FEE PAYABLE TO 1ST STAGE MANAGER ONLY

MINIMUMS FOR PROGRAMS OTHER THAN PRIME-TIME DRAMATIC PROGRAMS 7/1/11 to 6/30/12

Rates Effective July 1, 2011 to June 30, 2012	ASSOCIATE DIRECTOR	STAGE MANAGER	ASSOCIATE DIRECTOR/ STAGE MANAGER COMBINATION (WHERE PERMITTED)
DAILY, 8 HOURS	\$611	\$557	\$874
WEEKLY, 40 HOURS	\$2,702	\$2,491	
DAILY FLAT (12 HOURS)	\$820	\$761	\$1,193
WEEKLY FLAT	\$3,609	\$3,336	
OVERTIME: Daily 8, Daily Flat & Weekly Flat	\$114.56	\$104.44	\$163.88
OVERTIME: Weekly 40	\$101.33	\$93.41	

ALL PRIME-TIME ENTERTAINMENT ADs and SMs - \$69.75 Production Fee for all camera blocking & taping days

ALL NON-PRIME-TIME ENTERTAINMENT ADs and SMs - \$22.50 Production Fee for each camera blocking & taping day worked up to a maximum of \$58.25 per week.

ADDITIONAL INFORMATION REGARDING THE FLTTA

Live Multi-camera productions are covered under the FLTTA.

Basic Agreement Article 24 covers New Prime-time Multi-camera Dramatic programs, principal photography of which began on or after February 11, 2002.

All single camera productions will be covered under the Basic Agreement.

COMPLETION OF ASSIGNMENT PAY: PRIME-TIME DRAMATIC

ADs and SMs of Prime-Time Dramatic programs are entitled to an additional week's salary upon completion of assignment if employed 2 or more consecutive weeks, or 2 1/2 days salary if employed less than two weeks, up to a maximum of 6 weeks additional salary in any single production season.

ADs and SMs who work 4 days a week receive the same completion of assignment as if they worked five days a week. The completion of assignment for an AD or SM employed for 2 or 3 days a week for three or more consecutive weeks is 1/20th of the minimum weekly rate for each day worked during such consecutive weeks, but no more than the weekly salary.

CAPRICIOUS DISCHARGE

All Associate Directors and Stage Managers employed on a weekly basis for a least 3 consecutive workweeks should be made aware of problems with their performance at least two days prior to being replaced. If such Employee is replaced other than for cause, without the 2 days notice, s/he shall be entitled to one week plus 2 days salary in addition any other payments due.

DISCHARGE WITHOUT CAUSE: PRIME-TIME DRAMATIC

If an AD or Key SM who worked 4 or 5 days per week has completed 50% of the episodes in a single television series order of 13 or more episodes (excluding options) is replaced without good cause, the Company must pay 3 weeks completion of assignment pay. If the replaced AD or Key SM worked 2-3 days per week, the company must pay completion of assignment pay equal to three times 1/20th of the weekly rate for each workday in the consecutive weeks worked, but no more than three times the weekly minimum.

MILEAGE EXPENSE

When an AD or SM furnishes his or her own transportation, he or she shall be entitled to a mileage expense of \$.30 per mile.

INCIDENTAL ALLOWANCE: PRIME-TIME DRAMATIC

The distant location incidental allowance is \$20.00 per day and is payable at the same time and in the same manner as per diem is paid.

VACATION PAY

All ADs and SMs are entitled to receive with his or her closing check earned vacation pay at the rate of 4% of salary paid during the period of employment.

UNWORKED HOLIDAY PAY: PRIME-TIME DRAMATIC

ADs and SMs employed on Prime-Time Dramatic Programs are entitled to receive 3.719% of salary as unworked holiday pay (subject to an offset of amounts for Holidays occurring during the employment period), payable by check sent to the Employee by April 15 of the year subsequent to the calendar year in which such pay is earned.

EXTENDED WORKDAY: PRIME-TIME DRAMATIC

When ADs and SMs are employed on multi-camera Prime-Time Dramatic programs and work more than 16 hours before being dismissed, they shall receive an additional day's salary for each four hour period or portion thereof worked beyond 16 hours. Such salary, in all cases, shall be 1/5 of the studio workweek rate and shall be excluded from all other computations.

On single-camera Prime-Time Dramatic programs on camera rehearsal and taping days only:

	WORKDAY BEGINS	WORKDAY ENDS
AD	General Crew Call	End of Camera Wrap
SM	Earlier of talent, make-up personnel, hairstyling personnel call or general crew call	1/2 hour after camera rehearsal or taping in studio or report-to local location; 1-hour after end of camera rehearsal or taping on distant location or "bus to" local location Actual travel time shall be added for "bus-to's" and distant location, but not for "report to's."

When any combination of 3 ADs or SMs are employed and work more than 16 hours before being dismissed, they shall receive an additional day's salary for each four hour period or portion thereof worked beyond 16 hours. Such salary in all cases shall be 1/5 of the studio workweek rate and shall be excluded from all other computations.

ADDITIONAL INFORMATION REGARDING THE FLTTA *(continued)*

When fewer than any combination of 3 ADs or SMs are employed:

AD	14+ to 16 hours - additional 1/2 day's salary	SM	13+ to 16 hours - additional 1/2 day's salary.
	16+ to 20 hours - another 1/2 day's salary		14+ to 16 hours on "bus to" or distant location - additional 1/2 day's salary.
	20+ hours - another additional full day's salary for each 4-hour period or fraction thereof.		16+ hours - another additional full day's salary for each 4-hour period or fraction thereof.

RESIDENCY

The Guild will provide Employer with documentation of the home address of each member to be hired on location. The Employee may change his/her home address by notifying the Guild in writing; the change will be effective 60 days after the request is received by the Guild; the Employee may not change his/her address more than once in any 12 month period.

The Guild will consider a member's request to change his/her address outside of the above time period if member can document s/he has been a resident of the area in which employed at least 60 days prior to the first day of employment and the area is not Los Angeles, New York, Toronto or Vancouver.

DEAL MEMOS

ADs or SMs of Prime-Time Entertainment Programs and ADs or SMs employed for 5 days or more on other types of programs will have employment confirmed in written memo.

REST PERIOD (Other than Prime-Time Dramatic)

ADs and SMs working in conjunction with taping unit or live broadcast are entitled to 9-hour rest period. If rest period is less than 9 hours the ADs and SMs shall be entitled to additional payment of 1/2 time for each hour of invasion, computed in 1/4 hour segments. For employees employed on daily flat or weekly flat basis, the additional payment shall be an amount equal to 1/3 of the applicable overtime rate and computed in 1/4 hour segments.

PENSION & HEALTH CONTRIBUTIONS

Company will contribute 5 1/2% to the Pension Plan and 10% to the Health Plan. Employee contributes 2 1/2% to the Pension Plan.

Company will contribute 14.5% to the Health Plan on Completion of Assignment Pay and Vacation Pay.

PREPARATION TIME (Network Prime Time or Non-Network or Non-Prime Time, Dramatic or Variety (High or Low Budget) on 14:

Length of Program	# of Programs on Which Continuing Employment is Assigned	Guaranteed Preparation Days Per Program	
		AD	SM
15 Min or Less		1 Day each	1 Day each
16 - 30 Min.	1	3 Days each	2 Days each
	2 or More	2 Days each	1 Day each
31 - 60 Min.	1	5 Days each	3 Days each
	2 or More	3 Days each	2 Days each
Over 60 Min.		5 Days each	5 Days each

Preparation time shall be guaranteed only to the first assigned AD and SM.

The Guild agreed it shall not unreasonably deny requests for waivers of preparation time requirements on network prime time variety series and specials, and non-network and non-prime time variety programs. The Company shall apply for the waiver not less than 10 days prior to commencement of the work.

TRAVEL

Coach air for domestic flights of less than 1,000 air miles when the flight is non-stop from departure to final destination. Employer must provide elevated coach class travel when available. Also included are flights between Los Angeles & Vancouver and flights that are less than 1,000 miles between the U.S. and Vancouver or the U.S. and Toronto. All other flights shall be business class when available. If not available then first 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 30 days after the flight.

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 he/she is employed, then the DGA-covered employee shall be upgraded to the same class of transportation.

NEW MEDIA COVERAGE

DERIVATIVE PRODUCTIONS

A Director must be employed whenever the BA or FLTTA would require such employment. AD/UPMs on BA-covered productions and AD/SMs on FLTTA-covered productions may be employed as needed.

ORIGINAL PRODUCTIONS

Are covered if the cost of production is over either \$15,000 per minute as exhibited, or \$300,000 per single production, or \$500,000 for a series order, whichever is least. A production is also covered if anyone is employed in a DGA category who has previously worked under a DGA Agreement.

TERMS OF EMPLOYMENT

Except for residuals and as otherwise specified below, the terms and conditions of employment for directors are negotiable. The Director must receive screen credit if anyone else receives screen credit.

AD/UPMs & AD/SMs may be assigned to derivative productions as part of the regular workday on the source production. Extended workday or overtime payments would be incurred if work extends past the contractual workday. Except as otherwise specified below, all other terms and conditions are negotiable.

Pension & Health contributions must be paid on behalf of all DGA-covered employees.

Deal Memos must be provided prior to the start of principal photography.

The grievance and arbitration provisions of the BA & FLTTA apply.

AD/UPM QL requirements & AD/SM employment criteria do not apply.