

ARTICLE 11.

PENSION AND HEALTH

SECTION A. PENSION

1. The Company shall contribute to the Directors Guild of America – Producer Pension Plan six percent (6%) (six and one-half percent (6.5%) effective July 1, 2018 and seven percent (7%) effective July 1, 2019) of the gross compensation, including residuals and foreign use payments, of Directors, Associate Directors and Stage Managers.[†] For purposes of computing such Company contribution in connection with any television tape, and except as provided below with respect to television pilots less than ninety (90) minutes in length and "daytime serials," gross compensation shall not include sums in excess of the greater of the following: (i) the aggregate of two and one-half (2½) times the applicable minimum initial compensation under this Agreement; or (ii) the initial compensation agreed upon in the individual Employee's contract. For television pilots, gross compensation shall not include sums in excess of \$170,000 for a television pilot thirty (30) minutes or less, or \$225,000 for a television pilot over thirty (30) minutes but less than ninety (90) minutes. In no event shall the gross compensation for Directors of "daytime serials"

[†] During the 2017 negotiations, the parties agreed that for each of the second and third years of this FLTTA, the Guild shall have the right to allocate up to one-half percent (0.5%) of the increases in certain minimum salary rates and the residual bases for foreign free television reuse and advertiser-supported video-on-demand reuse, as provided in Paragraphs 3.D.(2)(a)(i) and (ii) of Sideletter No. 14, to the Employer contribution rate to the Directors Guild of America–Producer Pension Plan ("Pension Plan") or the Directors Guild of America–Producer Health Plan ("Health Plan") by giving notice thereof to the AMPTP not less than six (6) months prior to July 1, 2018 and July 1, 2019, respectively. The Guild provided notice of its election to allocate one-half percent (0.5%) to the Pension Plan effective July 1, 2018; as a result, the Pension Plan contribution rate increased to six and one-half percent (6.5%) effective July 1, 2018, and the increase to certain minimum salary rates and residual bases was reduced by one-half percent (0.5%). The Guild also provided notice of its election to allocate one-half percent (0.5%) to the Pension Plan effective July 1, 2019; as a result, the Pension Plan contribution rate increased to seven percent (7%) effective July 1, 2019, and the increase to certain minimum salary rates and residual bases was reduced by one-half percent (0.5%).

(those employed under Article 6.D.1.) exceed \$350,000 per Company per calendar year.

2. Each Employee shall also contribute to the aforesaid pension trust fund two and one-half percent (2½%) of the amount used as the basis for computing the Company's six percent (6%) (six and one-half percent (6.5%) effective July 1, 2018 and seven percent (7%) effective July 1, 2019) contribution, and such amount shall be deducted by the Company from his or her compensation and paid directly to the pension trust fund on his or her behalf.
3. The contributions described above shall be transmitted directly to the Trustees of the Pension Plan according to Plan requirements.
4. Upon signing this Agreement, the Company acknowledges that it has received a copy of and is familiar with the provisions, terms and conditions of the Directors Guild of America–Producer Pension Plan Trust Agreement.
5. By the execution and delivery of this Agreement, the Company agrees to become a party to said Trust Agreement and bound by the terms and provisions thereof as now in effect or hereafter amended.

SECTION B. HEALTH

1. The Company shall contribute to the Directors Guild of America–Producer Health Plan ten and one-half percent (10.5%) of the gross compensation, including residuals and foreign use payments for Directors, Associate Directors and Stage Managers, or five dollars (\$5.00) per day, whichever is greater. For purposes of computing such Company contribution in connection with any television tape, and except as provided below with respect to television pilots less than ninety (90) minutes in length and "daytime serials," gross compensation shall not include sums in excess of the greater of the following: (i) the aggregate of two and one-half (2½) times the applicable minimum initial compensation under this Agreement; or (ii) the initial compensation agreed upon in the individual Employee's contract. For television pilots, gross compensation shall not include sums in excess of \$170,000 for a television pilot thirty (30) minutes

or less in length, or \$225,000 for a television pilot over thirty (30) minutes in length but less than ninety (90) minutes. In no event shall the gross compensation for Directors of "daytime serials" (those employed under Article 6.D.1.) exceed \$350,000 per Company per calendar year.

Notwithstanding any provision of this Article 11 to the contrary, the Company shall contribute to the Directors Guild of America– Producer Health Plan fourteen and one-half percent (14.5%) of the vacation pay, as defined in Article 10, Part 3, Section D. of this Agreement, for Associate Directors and Stage Managers employed hereunder.

2. The contributions described herein shall be transmitted directly to the Trustees of the Health Plan according to Plan requirements.
3. Upon signing this Agreement, the Company acknowledges that it has received a copy of and is familiar with the provisions, terms and conditions of the Directors Guild of America – Producer Health Plan Trust Agreement.
4. By the execution and delivery of this Agreement, the Company agrees to become a party to said Trust Agreement and bound by the terms and provisions thereof as now in effect or hereafter amended.