

**Trainee Weekly Daily Rates
July 2020 - June 2021**

TIME PERIOD	WEEKLY RATE (1)	BASIC HOURLY	OVERTIME RATE	DAILY RATE (2)	HOURLY (DAILY)	OVERTIME (DAILY)
1-100 DAYS	\$888	\$14.550	\$21.8250	\$222	\$18.188	\$27.2813
101-200 DAYS	\$953	\$15.629	\$23.4435	\$238	\$19.536	\$29.3044
201-300 DAYS	\$1,022	\$16.752	\$25.1280	\$255	\$20.940	\$31.4100
301-400 DAYS	\$1,090	\$17.870	\$26.8050	\$273	\$22.338	\$33.5063
(1) 54 HOUR GUARANTEE 40 @ BASIC, 14 @ OVERTIME			(2) 1/4 WEEKLY RATE, 10.8 HOUR 8 HRS STRAIGHT, 2.8 @ OT RATE			

DGA Trainee Wage Trainee Program 14-103 7/1/2020 - 6/30/2021					
<i>Weekly Hourly</i>			<i>Day Play Hourly</i>		
1st Period	\$14.550	0-100 Days	1st Period	\$18.188	0-100 Days
2nd Period	\$15.629	100-200 Days	2nd Period	\$19.536	100-200 Days
3rd Period	\$16.752	200-300 Days	3rd Period	\$20.940	200-300 Days
4th Period	\$17.870	300-400 Days	4th Period	\$22.338	300-400 Days
<i>Weekly (1) *</i>			<i>Day Play Daily(2)</i>		
1st Period	\$888	0-100 Days	1st Period	\$222	0-100 Days
2nd Period	\$953	100-200 Days	2nd Period	\$238	100-200 Days
3rd Period	\$1,022	200-300 Days	3rd Period	\$255	200-300 Days
4th Period	\$1,090	300-400 Days	4th Period	\$273	300-400 Days
<i>(1) 54 HOUR GUARANTEE 40 @ BASIC, 14 @ OVERTIME</i>			<i>(2) 1/4 WEEKLY RATE, 10.8 HOUR 8 HRS STRAIGHT, 2.8 @ OT RATE</i>		
<i>* Weekly Guarantee - 54 Cumulative Hours</i>			<i>Minimum Call - 8 Hours</i>		

ARTICLE 14

Trainee Programs, Intern Programs, Qualification Lists and Interchange

Section 14-100 **TRAINEE PROGRAM**

14-101 Administration

- (a) The parties have established the Directors Guild–Producer Training Plan (herein referred to as the Trust Fund) which is a jointly-administered formal program for training a sufficient number of qualified Assistant Directors and UPMs to meet the needs of the industry. Such program provides the methods for placing such qualified persons as Assistant Directors.
- (b) Effective July 1, 2014, the Trust Fund shall continue to be funded by Employer contributions during the term hereof to be made simultaneously with payments to the Pension Plan and shall be paid as follows:

Three-eighths (3/8) of one percent of the compensation of each First and Second Assistant Director and UPM employed on theatrical or television motion pictures subject to this BA in Los Angeles County or on location outside said county when transported by the Employer from Los Angeles to such location. Such compensation shall be computed on the same basis as the compensation is computed for contributions under the Directors Guild of America–Producer Pension Plan as provided in Article 12 of this BA. If, during the term of this Basic Agreement, the Trust Fund's cash surplus is less than \$50,000, then the amount of contribution referred to in this subparagraph (b) shall be one-half of one percent (.5%), until said surplus is increased to \$50,000.

- (c) The Trust Fund shall administer the formal training program through a Board consisting of at least fourteen (14) Trustees

with Employers and Employees at all times equally represented. Such training program and Trust Fund shall be established and administered in accordance with all applicable laws and regulations, and such Trust Fund, subject to the above provisions, shall be established and administered in accordance with the applicable provisions contained in Article 12 of this BA relating to the Directors Guild of America–Producer Pension Plan Trust.

- (d) Any money paid by Employer as a contribution hereunder shall not constitute or be deemed to be wages to the individual Employees, nor shall said money so paid be in any manner liable for or subject to the debts, contracts, liabilities or torts of such Employees.

14-102 Trainees covered by such program shall not be subject to the provisions of this BA, except the following provisions of this BA shall apply:

Section 1-100; Recognition
Paragraph 13-108; Payroll Week
Paragraph 13-601; Vacations
Paragraph 13-210; Aircraft Flight Allowance
Paragraph 13-211; Underwater Work Allowance
Paragraph 13-214; Travel Insurance

14-103 Trainees may be employed on a weekly basis (except that there may be a partial week at the end of any work period, in which case each day worked shall be paid for at the rate of one-fifth (1/5) of the applicable weekly guarantee rate).

Trainees may be employed on a daily basis, in which case each day worked shall be paid at the rate of one-fourth (1/4) of the applicable weekly guarantee.

All such employment shall be subject to the following wage scale and working conditions:

*Weekly Guarantee - 54 Cumulative Hours Minimum Call - 8 Hours						
	----- 7/1/14[†] -----		----- 7/1/15 -----		----- 7/1/16 -----	
**	Regular Basic Hourly Rate	Weekly Guarantee	Regular Basic Hourly Rate	Weekly Guarantee	Regular Basic Hourly Rate	Weekly Guarantee
1st Period	\$12.424	\$758	\$12.797	\$781	\$13.181	\$804
2nd Period	13.347	814	13.747	839	14.159	864
3rd Period	14.305	873	14.734	899	15.176	926
4th Period	15.259	931	15.717	959	16.189	988

- * (a) Employees under this schedule shall be paid at the scheduled Regular Basic Hourly Rate for the first forty (40) hours of the workweek and not less than one and one-half (1½) times such basic hourly rate of pay for all time over forty (40) hours in such workweek, with a guarantee that the Employee shall receive, for regular time and for such overtime as the necessities of the business may demand, a sum not less than the scheduled weekly guarantee for each workweek.
- * (b) The guaranteed pay of weekly Employees who absent themselves without the Employer's consent may be reduced one-fifth (1/5) of the weekly guarantee for each day of absence.

[†] See text of footnote 3 on page 39.

- * (c) A combination of studio and distant location employment may be used to fulfill the weekly guarantee.
- * (d) If an Employer employs more than one (1) Trainee in any given week, the Trust Fund shall reimburse the Employer for twenty percent (20%) of the salary of each Trainee employed other than the first. Such reimbursement shall be based upon minimum weekly or daily salaries in this Paragraph 14-103.
- ** Each period shall consist of one hundred (100) cumulative days of actual on-the-job training.

14-104 The full payroll week shall be the established payroll week of the Employer, from midnight Saturday to midnight Saturday.

14-105 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. For holidays not worked in the period of his or her weekly guarantee, the Trainee shall receive a worktime credit (but not training credit) equal to the specified minimum call. For each holiday worked, the Trainee shall be paid an additional one-fifth (1/5) of the weekly guarantee.

14-106 Travel time shall be paid for in accordance with the standard craft travel time provisions prevailing in the motion picture industry based in Hollywood, California.

14-107 Each Trainee shall be given a nine (9) hour rest period, which shall begin at time of dismissal and end at the Trainee's actual call time the following day. If the full rest period is not given, the Trainee shall be paid an additional straight time for the invaded hours or portion of hours of the rest period.

- 14-108** A Trainee must work under the supervision of a Second Assistant Director at all times. Employer may employ a Trainee on any motion picture on which at least one (1) Second Assistant Director is employed. Employer may employ no more than one (1) Trainee on any motion picture, except that an additional Trainee may be employed if at least one (1) Second Second Assistant Director is employed on such motion picture.
- 14-109** Such Trainees shall be selected and trained as provided in the formal training programs as provided for in Paragraph 14-101.
- 14-110** It is the intent of the parties that these Trainees shall be employed to learn the art of becoming Assistant Directors and not for the purpose of replacing those Assistant Directors. The Employer is not required to employ a Trainee.
- 14-111** The Employer shall include Trainees in the list referred to in Paragraph 1-501 above.
- 14-112** Requirements for Trainee eligibility for placement on the Second Assistant Directors Qualification List are set forth at Paragraphs 14-302 and 14-402 below.
- 14-113**
- (a) There currently exists in New York an Assistant Directors Training Program administered by Trustees appointed by the Guild, the Association of Independent Commercial Producers and other producers signatory to the DGA Commercial Agreement and to this BA.
 - (b) Individuals enrolled in said program may be employed as Trainees on motion pictures based outside of Los Angeles County. On any motion picture on which a Trainee covered by the New York Area Assistant Directors Training Program is employed, Employer shall pay to the Directors Guild-Producer Training Plan contributions equal in amount to what would have been due pursuant to subparagraph 14-101(b) if that paragraph had been applicable. Contributions shall not be due under subparagraph 14-101(b) based upon any compensation

for which contributions are made to the New York Training Program.

- (c) The Directors Guild–Producer Training Plan shall deposit contributions made pursuant to this Paragraph in a separate account, and all amounts withdrawn from this account shall be used exclusively for safety training of Unit Production Managers and Assistant Directors in New York. Training shall be conducted pursuant to the procedures set forth in Paragraph 14-114.
- (d) When the New York Area Assistant Directors Training Program develops a safety training program for Unit Production Managers and Assistant Directors which is approved by the bargaining parties, the contributions due under this Paragraph 14-113 shall be paid to the New York Area Assistant Directors Training Program, and all funds remaining in the Directors Guild–Producer Training Plan’s separate account shall be transferred to the New York Area Assistant Directors Training Program.

14-114 Additional Training

- (a) The Guild and the Employers jointly recommend to the Board of Trustees of the Training Plan Trust Fund that the training program be expanded to include training for Unit Production Managers and Assistant Directors on new developments pertinent to their job, and safety training for all Employees covered by the DGA BA and FLTTA.
- (b) The Guild and the AMPTP hereby instruct the Trustees to carry out such training.
- (c) The Guild and the Employers will cooperate with the Training Plan to facilitate such training by, among other things, making available, at no cost to the Training Plan, speakers, facilities and in-kind services.
- (d) The existing Directors Guild – Producer Training Plan Safety Passport Training Course, which includes the Contract Services

DGA BASIC SUPPLEMENTAL PROVISIONS FOR TRAINEES

Reference 14-102 Supplemental Provisions

1-101 Recognition

The Guild is recognized by the Employer as the sole collective bargaining agent for all Directors, Unit Production Managers, Assistant Directors, and Associate Directors in the motion picture industry (all of the foregoing are sometimes herein referred to as "Employees").

13-108 Payroll Week

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

13-210 Aircraft Flight Allowance

A First or Second Assistant Director required to and performing his or her regular assigned duties, as such, while flying in an aircraft in connection with a picture actually being photographed in such flight shall receive an allowance of \$170.00 for each such flight. The Guild will cooperate with Employer to avoid payments for unreasonable claims --e.g. , claims for separate payments in the course of one assignment for each time an aircraft makes a landing.

13-211 Underwater Work Allowance

The following allowance shall be paid when the work described below is done by First and Second Assistant Directors at the direction of the Employer: diving, in diving mask, air helmet, diving suit or artificial air helmet, in water ten (10) feet or more in depth, or descending in a submarine, an allowance of \$170.00 per dive or descent. The Guild will cooperate with Employer to avoid payments for unreasonable claims --e.g. , claims for separate payments in the course of one assignment for each time a diver surfaces.

13-214 Travel to Distant Location and Insurance

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

13-601 Vacations-Assistant Directors, Unit Production Managers and Associate Directors

Except as otherwise provided in Sideletter 21 of this Agreement, each Assistant Director, UPM and Associate Director shall receive earned vacation pay at a rate of four percent (4%) of his or her salary upon layoff, dismissal or following a one-year period from the anniversary date of employment, whichever is the earliest.

9-103 Accidental Death and Dismemberment Insurance

Employer will provide a minimum coverage of \$200,000 of accidental death and dismemberment insurance to any Employee while required by Employer to travel by means of transportation furnished by Employer, other than by air, during Employee's assignment. In the event Employee is required to travel by air, then Employer will provide a minimum of \$250,000 of accidental death and dismemberment insurance for each Employee so required to travel by air, and \$350,000 of such accidental death and dismemberment insurance for each Employee when Employee is required to fly under the following circumstances:

(a) In all flights by conventional aircraft involving concurrent movement of seven (7) persons or less employed by Employer in which the Employee participates; and,

(b) In all cases in which Employee is required to fly in a helicopter or in which the flight is in connection with the production of a motion picture (other than ordinary travel to and from location, or other general travel) such as lining up the shots, rehearsals, photography, or scouting for locations.

In connection with transportation of Employees by air, Employer shall only use aircraft certified by proper governmental authority for the purpose for which it is to be used and such aircraft shall only be flown by appropriate licensed pilots. If a twin engine aircraft is reasonably available where it is required, Employer will use reasonable efforts to utilize the same if it is appropriate for the purpose. Employer shall cover each Employee engaging in underwater work with \$350,000 of accidental death and dismemberment insurance.

In the event Employer is unable to provide coverage for regular commercial transportation through its insurance carrier, the Employee shall be informed of this fact, subject to the exigencies of the production, no later than two (2) days prior to the date of departure so that the Employee may obtain such insurance coverage. The Employer shall reimburse the Employee for the cost of the premium paid by Employee in order to obtain such coverage for such trip.

State of California guidelines for Meal Periods

Taken from the Division of Labor Standards Enforcement

§11120. Order Regulating Wages, Hours, and Working Conditions in the Motion Picture Industry.

Chapter 5. Industrial Welfare Commission

Group 2. Industry and Occupation Orders

Article 12. Motion Picture Industry

11. Meal Periods.

(A) No employer shall employ any person for a work period of more than six (6) hours without a meal period of not less than thirty (30) minutes, nor more than one (1) hour. Subsequent meal period for all employees shall be called not later than six (6) hours after the termination of the preceding meal period.

(B) Unless the employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(C) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

(D) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

Note: This was information was taken from <http://www.dir.ca.gov/t8/11120.html>.