

## **ARTICLE 19.**

### **NON-DISCRIMINATION**

#### **SECTION A. POLICY**

1. The parties mutually reaffirm their policy of non-discrimination in the employment or treatment of any Employee because of race, creed, age, religion, gender, color, national origin, disability, or sexual orientation, in accordance with applicable state or federal laws.
2. Agreement by the Employer and the Guild to the provisions of this Article 19 shall not expand or contract any legal rights or obligations conferred under state and federal laws, including conferring a right of contribution upon the Employer against the Guild or vice versa.

#### **SECTION B. REPORTS**

1. Effective September 1, 2013, the Employer shall submit to the DGA within forty-five (45) days following the recording of a single program or the last episode of the season of a television series or, in the case of strip dramatic, strip variety, quiz and game and "All Other" programs produced on an annual rather than seasonal basis, no later than February 15<sup>th</sup> of the following year, a report of the gender and ethnicity of persons employed in the classifications hereunder on that specific program or during that series' season or year, as applicable. If the Employer is unable to submit the report within the time period provided above, it may request an additional fifteen (15) business days within which to submit the report, and the Guild will not unreasonably deny the request. The report shall also identify Directors regardless of gender and ethnicity who are employed on prime time dramatic television programs and have no prior credits on prime time dramatic television programs. The report shall conform with the instructions and form set forth in Exhibit "A" of this Agreement. The Guild will acknowledge its receipt of the report from the Employer.

2. If Company has not submitted reports previously, the Guild will not unreasonably deny Company's request for an extension of time to submit the first report.

## **SECTION C. REPRESENTATIVES**

1. The Employer shall designate an individual who shall be responsible for the preparation and submission of reports as provided in Section B. The Employer shall notify the DGA in writing of the individual so designated and any change in the individual so designated under this paragraph.
2. The Guild shall designate an individual to whom the reports shall be submitted and shall advise the Employers of the individual so designated and the manner in which the reports shall be submitted to that individual.
3. On ten (10) days' notice, the Guild or Employer may request a meeting between the individuals designated in Paragraphs 1. and 2. above to discuss the Employer's compliance with the preparation and submission of reports required under Article 19, Section B.

## **SECTION D. ARBITRATION**

1. The provisions in this Article 19 are not subject to arbitration except as provided in this Section D.
2. Should the Employer fail to submit any report required under Section B., the Guild may submit the matter to grievance pursuant to Article 20 and if the Employer does not submit such report to the Guild within ten (10) working days thereafter, the Guild may submit the grievance to arbitration in accordance with the procedures set forth in Article 20, with the exception of expedited arbitration.

Should the Arbitrator determine that Employer did not comply with Section B., the Arbitrator shall award only the following remedies: an order to submit the required reports, as the Arbitrator deems appropriate, and damages of \$600 for the first breach and damages of

no more than \$1,500 and no less than \$600 for each subsequent breach.

3. If, without good cause, either the Employer or the Guild fails to comply with Section C., the aggrieved party (*i.e.*, the Employer or the Guild) may submit the matter to grievance pursuant to Article 20, and if the respondent still does not meet as required or designate its representative under Article 19, Section C.1. or C.2., as applicable, within ten (10) working days thereafter, the aggrieved party may submit the matter to arbitration under Article 20, excluding expedited arbitration. Should the Arbitrator determine that the respondent breached Section C., the Arbitrator shall award appropriate remedies and damages not to exceed \$5,000.

## **SECTION E. DIVERSITY MEETINGS**

Each Employer will designate one or more high level creative, production or programming executives to meet on an individual Employer basis at least once per year with members of the DGA who have been designated by the Board of Directors of the DGA. Each such meeting will be held at the request of the DGA or the Employer, and any subject that the DGA or Employer executives wish to discuss relating to diversity will be suitable for discussion. Additional meetings may be scheduled by mutual agreement of the Employer and the Guild. Upon mutual agreement, the parties may seek the involvement and participation of the WGA and SAG-AFTRA.

In addition, each Employer agrees, on request from the DGA, to set up a limited number of meetings to discuss diversity on particular series. Prior to each such meeting, the parties agree to engage in a good faith dialogue regarding any proposed topic and potential attendees, which will include appropriate high level individuals involved in hiring decisions.