

## ARTICLE 15

### Non-Discrimination

#### Section 15-100 POLICY

- 15-101** The parties mutually reaffirm their policy of non-discrimination in the employment or treatment of any Employee because of race, creed, age, religion, color, sex, national origin or physical handicap, in accordance with applicable state or federal laws.
- 15-102** Agreement by the Employer and the Guild to the provisions of this Article 15 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 15-200 EMPLOYMENT OF ETHNIC MINORITIES AND WOMEN

##### **15-201** Directors

The Employer shall make good faith efforts to increase the number of working ethnic minority and women Directors.

##### **15-202** UPMs, First Assistant Directors, Second Assistant Directors and Associate Directors

The Employer shall make good faith efforts and the Guild will cooperate with the Employer to meet the objectives of employing women and ethnic minorities in the categories mentioned above so that the proportion of its minority and women employees in such categories is not less than the proportion of women and ethnic minorities entitled to preference under subparagraph 14-305(a) or 14-405(a) or 14-505(a) on the applicable DGA Qualification List on January 1 for each calendar year beginning January 1, 2011.

## **Section 15-300    REPORTS**

- 15-301**        The Employer shall submit to the DGA, within thirty (30) days following the end of each calendar quarter, a report of the sex and ethnicity of persons employed under the classifications hereunder during the preceding quarter. The report shall also identify Directors regardless of sex 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 D of this BA.
- 15-302**        If Employer has not submitted reports previously, the Guild will not unreasonably deny Employer's request for an extension of time to submit the first report.

## **Section 15-400    REPRESENTATIVES**

- 15-401**        The Employer shall designate an individual as the Equal Employment Officer who shall be responsible for the preparation and submission of reports, as provided in Section 15-300.
- 15-402**        The Guild shall designate an individual as the Equal Employment Officer to whom the reports shall be submitted.
- 15-403**        On ten (10) days notice, the Guild or Employer may request a meeting between the designated representatives to discuss any matter relating to alleged discrimination or the matters expressed herein.

## **Section 15-500    HUMAN RESOURCES COORDINATING COMMITTEE**

- 15-501**        The Employers and the Guild agreed to establish the Human Resources Coordinating Committee, which shall consist of no fewer than six (6) representatives of the Guild and no fewer than six (6) representatives of the Employers. The purpose of the Committee is to explore and consider methods to expand employment of ethnic minorities and women in all categories governed by the BA. To this end, the Committee shall meet at the request of either side.
- 15-502**        The Committee shall hear claims that an Employer did not comply with Paragraph 15-201 and may recommend appropriate remedies.

Employer representation as a whole and the Guild representation as a whole each constitute a vote of one. If the Employers' representatives and the Guild's representatives on the Committee fail jointly to agree on remedies (including time frames within which to implement) or the Employer fails to comply with the recommended remedies, the question of whether the Employer failed to comply with Paragraph 15-201 may be submitted to arbitration and the Arbitrator shall be limited to the remedies set forth in Paragraph 15-604. Claims arising outside Los Angeles County need not be submitted to the Committee.

## **Section 15-600     **ARBITRATION****

**15-601**     The provisions in this Article 15 are not subject to arbitration except as provided in this Section 15-600.

**15-602**     Should the Employer fail to submit any report required under Section 15-300, the Guild may submit the matter to grievance pursuant to Article 2 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 2, with the exception of expedited arbitration.

Should the Arbitrator determine that Employer did not comply with Section 15-300, 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.

**15-603**     If, without good cause, either the Employer or the Guild fails to comply with Section 15-400, the aggrieved party (*i.e.*, the Employer or the Guild) may submit the matter to grievance pursuant to Article 2 and if the respondent still does not meet as required or designate its Equal Employment Officer within ten (10) working days thereafter, the aggrieved party may submit the matter to arbitration under Article 2, excluding expedited arbitration. Should the Arbitrator determine that the respondent breached Section 15-400, the Arbitrator shall award appropriate remedies and damages not to exceed \$5,000.

**15-604** The Guild may submit any alleged breach by Employer of Section 15-200 and the Employer may submit any alleged breach by the Guild of Paragraph 15-202 to grievance and arbitration under Article 2, excluding expedited arbitration. Should the Arbitrator determine that the Employer failed to comply with the provisions of Section 15-200 or the Guild failed to comply with Paragraph 15-202, the Arbitrator's remedies shall be limited to (a) implementation of a mandatory access program and/or (b) damages payable to the Guild not to exceed \$12,500. However, it is understood that any alleged breach involving Directors of theatrical motion pictures shall not be subject to any grievance and arbitration procedure.

### **Section 15-700 DIVERSITY MEETINGS**

**15-700** 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, AFTRA and SAG.

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.