

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, gender, color, national origin, disability or sexual orientation, 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 work diligently and make good faith efforts to increase the number of working racial and ethnic minority and women Directors.

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

The Employer shall work diligently and make good faith efforts and the Guild will cooperate with the Employer to increase the number of working racial and ethnic minorities and women in the positions of Unit Production Managers, Assistant Directors and Associate Directors.

Television Director Development Programs

- (a) On or before July 1, 2014, each of the major television studios (*i.e.*, ABC, CBS, Fox, NBC, Sony Pictures Television and Warner Bros. Television) (the “Major Television Studios”) will establish and maintain a Television Director Development Program designed to expand opportunities for Directors in episodic television with an emphasis on increasing diversity.

Recognizing that each Major Television Studio has a unique creative culture, such programs will be developed and administered on a studio-by-studio basis and may take different forms; however, each Program will meet the following minimum criteria:

- (1) Outreach to under-represented minorities and women, including those currently working in other capacities in episodic television, with potential for success in the Program;
 - (2) Foster relationships between Program Participants and creative executives to increase awareness of the talents of the Program Participants that may lead to future employment opportunities;
 - (3) Identify directorial opportunities, when available, for Program Participants; and
 - (4) Each Major Television Studio will work with the DGA to promote additional networking opportunities for Program Participants.
- (b) The parties further agree that the Programs are intended to supplement the development of the Program Participants and are not required to provide full-time training or employment during the Program.
- (c) At the request of a Major Television Studio, the DGA will commit to identify volunteer DGA Mentors, who will provide ongoing advice to Program Participants for a period of time

during and following the completion of the Program. DGA Mentors should be DGA members actively working in episodic television.

Section 15-300 REPORTS

15-301 Effective September 1, 2013, the Employer shall submit to the DGA, within forty-five (45) days following the close of principal photography of a theatrical motion picture, television motion picture ninety (90) minutes or longer, pilot, or presentation or wrap of the last episode of the season for an episodic television series, a report of the gender and ethnicity of persons employed on that specific motion picture or during the season of that specific episodic television series in the classifications hereunder.¹⁸ If the Employer is unable to submit the report within forty-five (45) days, it may request an additional fifteen (15) business days within which to submit the report, which request the Guild will not unreasonably deny. 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 D of this BA. The Guild will acknowledge its receipt of the report from the Employer.

15-302 If an Employer has not submitted reports previously, the Guild will not unreasonably deny the 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 who shall be responsible for the preparation and submission of reports, as provided in Section 15-300. The Employer shall notify the DGA in writing of the individual so designated and any change in the individual so designated under this paragraph.

¹⁸ If an Employer submitted a quarterly report of the gender and ethnicity of persons employed in the classifications hereunder on a specific motion picture before September 1, 2013, the Employer may continue to submit such reports on a quarterly basis for that motion picture.

15-402 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.

15-403 On ten (10) days' notice, the Guild or Employer may request a meeting between the individuals designated in Paragraphs 15-401 and 15-402 to discuss the Employer's compliance with the preparation and submission of reports required under Section 15-300.

Section 15-500 DIVERSITY MEETINGS

15-501 (a) 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.

(b) 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.

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 representative under Paragraph 15-401 or 15-402, as applicable, 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 the 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.

15-605 The Guild may submit any alleged breach by Employer of Paragraph 15-501 to grievance and arbitration under Article 2. Should the Arbitrator determine that the Employer failed to comply with the provisions of Paragraph 15-501, the Arbitrator's remedies shall be limited to requiring the Employer to (a) engage in a good faith

dialogue, as provided in Paragraph 15-501(b), and/or (b) attend a meeting with the Guild, as provided in Paragraphs 15-501(a) or (b), as applicable.

Section 15-700 DGA-AMPTP JOINT DIVERSITY ACTION COMMITTEE

15-700 In recognition of the need for the Guild and the Employers to cooperate in their efforts to promote diversity in the hiring of DGA-represented classifications, the parties shall establish a new DGA-AMPTP Joint Diversity Action Committee, which will meet at least once every four months. Initially, the main purpose of the Committee will be to ensure regular communication among the Guild and Employer representatives responsible for the Television Director Development Programs and other diversity initiatives, which will enable them to improve their existing programs. The Committee will also develop new initiatives, including but not limited to the following: (1) mechanisms for racial and ethnic minorities and women to gain access to writer-executive producers, director-producers and production executives responsible for hiring; (2) mechanisms for racial and ethnic minorities and women to gain access to agents; and (3) the development of criteria to evaluate the success of these efforts. The Committee will consist of appropriate representatives from the DGA and the Employers. The Guild and the Employers will each select an individual to co-chair the Committee with sufficient authority to advance the Committee's work.