

## **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, color, sex, national origin or physical handicap, 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. 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 "A" of this Agreement.
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 as the Equal Employment Officer who shall be responsible for the preparation and submission of reports as provided in Section B.

2. The Guild shall designate an individual as the Equal Employment Officer to whom the reports shall be submitted.
3. 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 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 Equal Employment Officer 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, AFTRA and SAG.