

**AGREEMENT BY AND BETWEEN
THIRTEEN PRODUCTIONS LLC
AND
WRITERS GUILD OF AMERICA, EAST, INC.
EFFECTIVE JULY 1, 2017 THROUGH JUNE 30, 2020**

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Agreement (hereinafter referred to as the "Agreement") made and entered into as of the 1st day of July 2017, by and between the WRITERS GUILD OF AMERICA, EAST, INC., a membership corporation duly organized and existing under and by virtue of the laws of the State of New York and having its principal office at 250 Hudson Street, New York, New York 10013 (hereinafter called the "Guild"), acting on behalf of itself and on behalf of the present and future members of the Guild and THIRTEEN Productions LLC, whose principal office is at 825 Eighth Avenue, New York, New York 10019 (hereinafter called the "Company").

In consideration of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I

SCOPE

A. The Guild has exclusive jurisdiction over the employees and functions specified below in this Article of those employees performing services at Thirteen/WNET (i.e., the primary program stream of Channel Thirteen) located at 825 Eighth Avenue, New York, New York 10019: Scheduling and Acquisitions; On-Air Continuity; On-Air Promotions; and On-Air Production; but not including employees who are supervisors as defined in the National Labor Relations Act. In no event shall any employees of the Company other than those covered by the bargaining unit perform the following functions: filler material (except as stated below); services in connection with on-air fund raising (except that in connection with Thirteen/WNET Auction, services may continue);

promotional production; on-air continuity; scheduling; and local acquisitions. The term "acquisition" includes packaging and the term "scheduling" includes researching and screening for scheduling.

B. In addition to bargaining unit work, employees may be assigned related professional duties. Employees may be assigned to any related professional duties not within the exclusive jurisdiction of another union. Such assignment shall not be interpreted to confer jurisdiction over the work.

C. Nothing shall preclude: (1) the Company from engaging an independent third party to provide a portion but not all of the total of the services set forth in (A) above, provided that such engagement shall not as a consequence result in a reduction in staff and that reasonable advance notice of the engagement is provided to the Guild; (2) the Company from utilizing independent third parties to provide services in the case where in its reasonable judgment it determines to do so because of the unique requirements or nature of the material being produced; (3) professional on-air Thirteen/WNET employees and professional on-air employees of affiliated companies (*e.g.*, WLIW, LLC) from writing their own script material; (4) *bonafide* supervisory employees of bargaining unit personnel from performing bargaining unit work as part of their supervisory duties, and senior management, executive producers, senior producers and coordinating producers from performing bargaining unit work as part of their duties, provided that such work shall not be the primary responsibility of a manager, executive producer, senior producer or coordinating producer assigned such work; and (5) non-unit employees of the Company and

affiliated companies (*e.g.*, WLIW, LLC) from performing services in connection with (a) live tagging, and (b) filler material insofar as ideas and/or concepts for filler material originate outside the bargaining unit. Except as otherwise provided, services in connection with ideas and/or concepts for filler material which originate with the bargaining unit shall be performed solely by members of the bargaining unit. Filler material (which includes material which may also be identified as "bridges") are self-contained units of any nature, ranging in length from thirty (30) seconds to eight (8) minutes. The assignment of work in connection with live tagging to non-unit employees of the Company and/or of affiliated companies shall not directly result in the lay off of a bargaining unit staff employee.

D. In the event the Company transfers responsibility, or any part thereof, for management of the functions covered by this Agreement to any other party or to any other places, or changes its operations, in whole or in part, including but not limited to a departmental change involving title(s), location(s), and/or organization, the change shall not adversely affect the Guild's jurisdiction. This section shall not be interpreted to confer jurisdiction upon the Guild over work or for entities which has not been covered work.

ARTICLE II

RECOGNITION OF UNION AND WARRANTY OF REPRESENTATION

A. The Company hereby recognizes the Guild as the sole and exclusive collective bargaining agent for all persons employed by the Company in the following divisions or departments: Scheduling and Acquisition; On-Air Continuity; On-

Air Promotions; On-Air Production; and shall, during the term of this Agreement, deal exclusively with the Guild as the collective bargaining representative of such employees so long as the Guild complies with the warranty contained in Paragraph C of this Article II.

B. The Company shall not interfere with the right of any person employed by it to become a member of the Guild and shall not discriminate against, interfere with or coerce any member of the Guild because of such membership.

C. The Guild warrants that it represents for collective bargaining purposes a majority of employees as specified in Paragraph A above, and shall continue to represent a majority for such purposes for the duration of this Agreement.

ARTICLE III

UNION SECURITY

A. The Company shall not continue any individual in its employ unless he/she is a member in good standing of the Guild or has made application for membership in the Guild within thirty (30) work days following the beginning of his/her employment. Said thirty (30) days shall be computed cumulatively from the commencement of each employee's employment with the Company in a position covered hereunder.

B. The failure of any employee covered hereunder to be or become a member in good standing of the Guild by reason of a refusal to tender the initial fees or periodic dues uniformly required shall obligate the Company to discharge such person

upon written notice to such effect by the Guild unless such dues and/or initial fees are tendered within five (5) days after the mailing of such notice to the Company and to the employee.

C. Nothing in this Article shall be construed to require the Company to cease employing any individual if the Company has reasonable ground for believing that: (1) membership in the Guild was not available to such employee on the same terms and conditions generally applicable to other members; or (2) such employee's membership in the Guild was denied or terminated for reasons other than failure of the employee to tender periodic dues and initiation fees uniformly required by the Guild as a condition of acquiring or retaining membership.

ARTICLE IV

CHECK-OFF

A. The Company shall deduct initiation fees, membership dues and assessments, uniformly required as designated by the Guild, upon receipt from each employee who individually and in writing signs a voluntary check-off authorization card in the form and in the manner provided below and provided that all other circumstances comply with all applicable provisions of the federal law. The Company shall be obligated to the individual employee if, by reason of Company error or failure, monies checked off are in error.

B. WRITERS GUILD OF AMERICA

“I, the undersigned, hereby authorize and direct THIRTEEN Productions LLC to check-off from my wages every week union membership dues and assessments

uniformly required as well as initiation fees, if owing, (initiation fees to be prorated over a twelve (12) week period) as promulgated by the Guild according to the procedure set forth in the Constitution of the WGAE and pay same to the Writers Guild of America, East, Inc., 250 Hudson Street, New York, New York 10013.

This authorization and assignment shall be irrevocable for the term of the applicable collective bargaining contract between the Guild and the Company or, for a period of one (1) year from the date appearing hereon, whichever is sooner, and shall automatically renew itself for successive yearly periods or applicable contract periods, whichever is sooner, unless and until I give written notice to terminate to the Company and the Guild at least twenty (20) days prior to the expiration date of the present contract or the one (1) year period from date of signature. If no such notice is given, my authorization shall be irrevocable for successive periods of one (1) year thereafter with the same privilege or revocation at the end of each such period."

WITNESS: _____

SIGNATURE: _____

DATE: _____

C. The Guild shall indemnify and save the Company harmless from any claims, suits, judgments, attachments and from any form of liability as a result of making any deduction in accordance with the foregoing authorization and assignments.

D. The Company shall provide the Guild a monthly earnings report containing the names, social security numbers, gross earnings from all sources and dues deducted from those earnings for each employee in the bargaining unit. The Company shall provide such report within thirty (30) calendar days after the close of each month.

E. On July 1st of each year and upon reasonable request by the Guild, the Company agrees to provide the Guild with an updated employment list, which shall include each covered employee's full name, job classification, employment status (full

time or temporary), address, phone number, weekly salary along with any special salary arrangements, and date of hire.

ARTICLE V

PAID TIME OFF

A. VACATIONS AND PERSONAL DAYS

1. Vacations and personal days for all staff employees shall be governed by the Company Paid Time Off policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

2. The Company shall consider the preferences of individual employees in scheduling paid time off under the Company's Paid Time Off policy, and it shall consider seniority in the event of a conflict in time off requests made by two or more employees. Nonetheless, paid time off requests are subject to the Company's approval, and the Company shall have the right to deny approval, in its discretion.

B. HOLIDAYS

1. Holidays for staff employees shall be governed by the Company policy with respect to holidays prevailing at any given time, provided that any changes to the policy also apply to all other similarly situated employees, including non-union and supervisory personnel, of the Company.

ARTICLE VI

TRAVELING EXPENSES

Traveling expenses shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

ARTICLE VII

LEAVES

A. SICK LEAVE

1. The Company and the Guild hereby agree with respect to employees covered by the Agreement that the requirements of the New York City Earned Sick Time Act are waived pursuant to N.Y. Admin Sec. 20-916 because comparable benefits are provided to covered employees hereunder.

2. Sick leave for staff employees shall be governed by the Company Paid Time Off policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

B. LEAVES OF ABSENCE

Leaves of absence with or without pay shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

C. MATERNITY, PATERNITY, ADOPTIVE AND FAMILY CARE

LEAVES

Maternity, paternity, adoptive and family care leaves shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

D. MILITARY LEAVE

Military leave shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

E. JURY DUTY

Employees shall be granted leave to serve on a jury in accordance with the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

F. BEREAVEMENT LEAVE

Bereavement leave shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

ARTICLE VIII

MEAL ALLOWANCE

Meal allowances shall be governed by the Company policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

ARTICLE IX

OUT OF AREA ASSIGNMENTS

A. If an employee is assigned by the Company to perform work outside the geographic jurisdiction of this Agreement, such employee's wages and working conditions shall be governed by the terms of this Agreement.

B. Any employee who receives days off while working at an out-of-area assignment shall be paid for those days off at his/her straight time rate of pay (one-fifth of employee's weekly salary for each such day off). Such days off shall count toward the application of Article XXIX.

C. For all purposes, an employee's shift and/or work day while on an out-of-area assignment shall begin when he/she leaves his/her lodging and shall include all traveling time between this lodging and the site of the out-of-area assignment in both directions.

ARTICLE X

MODIFICATION OF EXISTING AGREEMENTS: TRANSFER OF RESPONSIBILITY

A. The Company shall and hereby does modify all existing contracts and arrangements with employees to bring the same into conformity with the provisions of this Agreement with respect to all work to be performed subsequent to the effective date hereof; provided, however, that nothing herein contained shall be deemed to modify or affect the terms of any existing contract or arrangement between the Company and any employee which terms are more favorable to such employee than the terms of this Agreement.

B. The Company shall not enter into a contract with, or employ, any employee on terms and conditions less favorable to him/her than those set forth in this Agreement. Only the Guild and the Company shall have the right to waive any of the provisions of this Agreement by mutual consent. The terms of this Agreement are minimum and nothing herein contained shall prevent an employee from negotiating or obtaining better terms than the minimums here provided.

C. In the event that the Company transfers an employee and such transfer involves relocation, the Company's then prevailing relocation expense policy shall apply.

ARTICLE XI

LAYOFFS

A. Prior to all "layoffs" (severance of employment without the intent to replace the employee dismissed), the Company shall notify the Guild before officially notifying the employee concerned, of the proposed layoff. At the Guild's request, the Company shall meet immediately with the Guild to discuss the situation. The employee(s) may not be laid off sooner than fourteen (14) calendar days from the date the employee was first notified, unless the Guild consents to an earlier layoff, but may be laid off at any time on or after the end of such fourteen (14) calendar days unless the Company has occasioned the delay in meeting beyond such fourteen (14) calendar days.

B. The Company shall lay-off employees by job classification in reverse order of the employee's seniority. However, the Company may layoff out of seniority when (1) an employee is performing a unique job function or is less than fully assignable; (2) an employee has significantly different job responsibilities; or (3) an employee has performed a function exclusively for a substantial period of time. For the purposes of this Paragraph B, the employees seniority date shall be his/her date of hire with the Company.

C. If the Guild should arbitrate the question of whether the Company correctly effectuated a layoff, the Company need not retain any such employee in its employ during the period of arbitration, but in the event the employee has not been retained and the arbitration award is in his/her favor, he/she shall be entitled to receive

the wages lost by him/her during such period. Such employee shall on his/her reinstatement be credited for all seniority purposes under this Agreement.

D. In the event of the layoff of an employee, if at any time within twelve (12) months of the date of said layoff a vacancy occurs in said employee's job classification, the employee so laid off shall be re-employed in that classification in order of seniority prior to layoffs unless the Company can affirmatively demonstrate that there is a superior internal or external candidate. If such employee is re-employed, he/she shall be restored to the seniority he/she had as of the date of the layoff and shall be credited with his/her previous service for vacation purposes.

E. In the event an employee, who the Company intends to lay off in accordance with this Article, accepts a transfer to a position not covered by this Agreement, or in the event an employee volunteers to transfer to a position not covered by this Agreement, the employee shall not be entitled to the severance pay otherwise provided for in this Agreement. An employee who accepts such a transfer in lieu of layoff shall retain his/ her recall rights under Paragraph D of this Article and shall be eligible for severance pay under this Agreement if recalled to the bargaining unit and thereafter laid off therefrom.

ARTICLE XII

SEVERANCE PAY

Severance pay shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

ARTICLE XIII

DISCIPLINE

A. The Company shall notify the Guild before disciplining any employee and meet with the Guild immediately upon its request to discuss the discipline. Notwithstanding the foregoing, if the Company is of the opinion that it must act quickly because of the nature of the circumstances, it may proceed with the discipline and notify the Guild promptly thereafter.

B. The Company shall make available, during regular business hours, to the Guild and employee involved copies of all written appraisals of an employee's job performance (which written appraisals constitute an employee's "file"). An employee shall have the right to meet with the manager(s) who issued the written appraisal in order to discuss the matter, as well as submit a written response to any criticism contained in any such written appraisal, which shall be included in the employee's file. The Company's failure to comply with the above provisions shall preclude it from later using said written appraisal as the basis for any disciplinary action.

C. In any event, any disciplinary letter or memo or notation in any form whatsoever shall, after a period of three (3) years during which time no other incident occurred, be removed from the employee's file and destroyed and such may not be introduced as evidence in any subsequent hearing, grievance, and/or arbitration.

ARTICLE XIV

DISCHARGE

A. For all discharges the Company shall notify the Guild before officially notifying the employee. Notwithstanding the foregoing, if the Company is of the opinion that it must act quickly with respect to a discharge because of the nature of the circumstances, it may proceed with the discharge and notify the Guild promptly thereafter. When such notification to the Guild has been oral, it will be confirmed in writing. At the Guild's request, the Company shall meet immediately with the Guild to discuss the situation.

B. The Company shall have the right to discharge an employee for cause. Discharges of Writer/Senior Producers with less than six (6) months Company service and discharges of employees in other classifications with less than three (3) months Company service shall not be arbitrable. The Guild may seek, and if the decision of the Arbitrator is in the Guild's and/or the employee's favor, the Arbitrator may fashion, such remedy as he/she deems proper under the individual set of circumstances.

C. With respect to Writer/Senior Producers with six (6) or more months of Company service, cause shall include the Company's judgment relating to the employee's ability to perform the required work. Before any discharge under this Paragraph C, the Company shall give good faith consideration to transferring the employee to another area within the Company where the talents and experience of the employee might be utilized. Upon a termination under this Paragraph C, the Writer/Senior Producer shall receive, in lieu of any other payment, double the severance

pay set forth in Article XII, Severance. An arbitration over a discharge under this Paragraph C shall be limited to whether the Company's judgment was exercised arbitrarily or capriciously.

ARTICLE XV

GRIEVANCE MACHINERY

For the purpose of resolving any differences of interpretation arising out of this Agreement or application of any of the provisions of this Agreement, either party may file a grievance under this procedure. A grievance must be filed within sixty (60) days of when the grieving party became aware of the event, act or omission giving rise to the alleged violation of this Agreement. The party against whom the grievance is filed, the Company or the Guild as the case may be, shall have twenty-one (21) days to respond to the grievance following its receipt of the grievance, after which the parties shall confer, upon the request of either.

ARTICLE XVI

ARBITRATION

A. If a grievance filed in accord with Article XV is unresolved, either party may submit it to arbitration, provided that it does so within ninety (90) days of (i) the non-grieving party's response to the grievance or (ii) the expiration of the twenty-one (21) days to respond to the grievance where no response has been provided, as referred to in Article XV, whichever is sooner. Such arbitration shall be filed and conducted in accordance with the then current Voluntary Labor Arbitration Rules of the American Arbitration Association, subject to the following:

1. A demand for arbitration shall be in writing.
2. There shall be one (1) arbitrator.
3. No arbitrator shall be appointed by the American Arbitration Association who has not been approved by both parties unless and until the parties have had submitted to them at least three (3) lists of arbitrators from the Association's panels and have been unable to select a mutually acceptable arbitrator from those lists.
4. The parties shall equally divide the fees and expenses of the arbitrator except as they may otherwise specifically agree.
5. The arbitrator shall issue a written award.
6. On mutual consent of the parties, a dispute may be submitted for resolution under the Expedited Procedures of the American Arbitration Association.

B. The Guild may seek whatever remedies it deems necessary and the Arbitrator shall be free to issue such relief as he/she deems appropriate.

C. All arbitrations arising under this Agreement shall be determined under the laws of the State of New York and federal common law and shall be conducted in New York City. The parties shall abide by the award of the arbitrator. Judgment upon the award may be entered in any court of competent jurisdiction.

D. In the Event that either party fails or refuses to put an arbitration award into effect, the arbitrator who rendered the award shall have authority to order appropriate relief, including liquidated damages. This shall be in addition to any other legal or equitable remedies which a party may have.

E. The Company shall not discriminate against any employee because of any claim made by him/her or submitted to grievance or arbitration proceedings by the employee through the Guild respecting the performance of this Agreement by the Company.

ARTICLE XVII

NO STRIKE/NO LOCKOUT

A. During the term of this Agreement, the Guild shall not cause, sanction or take part in any strike, sympathy strike, walkout, or stoppage of work or other interference with the conduct of the Company's operations. Nothing contained herein shall impair whatever right an individual employee may have under the law. During the term of this Agreement, the Company shall not engage in a lockout.

B. The Guild shall have no financial liability for acts of its members which are unauthorized and which the Guild cannot control. In the event of any such unauthorized action, the Guild shall, upon receiving notice thereof, direct its members to return to work if there should be a work stoppage.

C. In the event of any strike by any other union or by the Guild concerning members or matters not covered by this Agreement, the employees covered

by this Agreement shall not be required to perform duties not ordinarily performed by them prior to said strike.

D. The Company shall not discipline any employee because of his/her refusal as an individual to cross a WGA picket line against the Company.

ARTICLE XVIII

NO DISCRIMINATION

The Company and the Guild represent that they have not, and shall not discriminate against applicants for employment because of sex, age, race, sexual preference, color, creed or national origin.

The Company represents that it has not entered, and shall not enter into agreements for the establishment in the industry of political criteria as the basis for employment. Any action taken by the Company in the exercise of its independent judgment in connection with the employment of any person by it shall not be deemed to be an agreement for the establishment in the industry of any such criteria.

The Company and the Guild shall cooperate with and participate in any reasonable and proper efforts on an industry basis to work out methods of preventing injury to the reputation and earning capacity of individuals which would result from charges that an individual is engaging in subversive activities and/or holds certain political beliefs and/or has certain political affiliations where such charges are based on surmise or rumor. Each signatory to this Agreement shall cooperate and participate in the aforesaid efforts and agrees to abide by such methods which have been worked out

on an industry basis and agreed to by it.

ARTICLE XIX

BULLETIN BOARDS

The Company shall provide bulletin boards suitably placed for the use of the Guild.

ARTICLE XX

NOTICES

Notices required under this Agreement shall be sent to the Guild at its address in New York, New York, or to the Company at its address in New York, New York.

ARTICLE XXI

NOTICE OF HIRING

The Company shall notify the Guild in writing, promptly, but in no event later than seven (7) days, of the hiring of any employee covered by this Agreement. Such notice shall set forth in detail:

1. the nature of the employment, e.g., regular staff;
2. date of commencement of hire;
3. termination date if applicable;
4. job classification;
5. location;
6. a statement that the employee (if newly employed) has been informed of Guild shop requirements and furnished a checkoff authorization form;

7. salary, including special salary arrangements, if any, e.g., overscale payments; and
8. any other understandings, etc., agreed upon by the Company and employee.

ARTICLE XXII

NOTICE OF CHANGE IN EMPLOYMENT STATUS

The Company shall notify the Guild promptly, but in no event later than seven (7) days after the events of actions involving employee status, such as promotions (whether or not to a position covered by this Agreement), transfer, resignation, severance, etc. Such notification by the Company shall not relieve the Company of any other obligations to report or furnish notice to the Guild as such may appear elsewhere in this Agreement.

ARTICLE XXIII

SHOP STEWARDS

- A. A representative of the Guild shall be admitted at all reasonable times to the areas where work by employees covered by this Agreement is performed.
- B. The Company shall recognize one (1) employee in each unit to be designated as a Shop Steward and an alternate and to permit either one to engage in legitimate Guild activities.

ARTICLE XXIV

SEVERABILITY

If any provisions of this Agreement or any applicable Supplement violates or requires either party to violate any applicable law, rule or regulation of the federal,

state or local government, to that extent, such provision shall be severed from the remainder and shall be of no effect. All other provisions of this Agreement shall remain in full force and effect.

ARTICLE XXV

DEDUCTIONS

No deductions directly or indirectly shall be made from the staff salaries except for withholdings or deductions which are required by law or are provided for in this Agreement and except for deductions for any employee benefits which are mutually agreed upon between the employee and the Company.

ARTICLE XXVI

COMPENSATION

The minimum annual compensation (“New Pay Tier”) for employees covered by this Agreement shall be as follows:

POSITION	7/1/2017 (2.0%)	7/1/2018 (2.0%)	7/1/2019 (2.5%)
Production Assistant	\$47,658.42	\$48,611.59	\$49,826.88
Writer/Associate Producer	\$57,541.49	\$58,692.32	\$60,159.63
Writer/Coordinating Producer	\$59,762.89	\$60,958.15	\$62,482.10
Writer/Producer	\$67,482.37	\$68,832.02	\$70,552.82
Writer/Senior Producer	\$88,294.70	\$90,060.59	\$92,312.11

A. The New Pay Tier shall apply to individuals hired or promoted into the stated positions on or after July 1, 2004.

B. Individual Compensation

1. Salaries shall be paid weekly.

2. (a) An employee who at the Company's direction is working at a higher classification shall be paid at the salary for that classification unless the individual's then current salary is higher than the minimum salary for the higher classification, in which case the upgraded employee shall receive no less than forty dollars (\$40.00) additional salary for each day he/she is upgraded.

Writer/Senior Producer

- Duties of Writer/Producer plus:
- Initiates intra-and inter-departmental relations as necessary for successful project completion.
- Makes judgment calls which directly affect project content and style.
- Develops and executes specific strategies and projects based on management overview.
- Designs project systems including but not exclusively: tape; data; and facilities.
- Evaluates and recommends staffing needs.
- Establishes project parameters and deadlines.
- Guides the work of Writer/Producers, Writer/Associate Producers and Production Assistants.

Writer/Producer

- Duties of Writer/Associate Producers plus:
- Develops and executes, based on supervisors final approval, broadcast and non-broadcast projects including but not exclusively: schedules, series

content; tape material; promotion; long and short form fundraising; and line production for broadcast events.

- Guides the work of Writer/Associate Producers and Production Assistants, as assigned.

Writer/Coordinating Producer

- Duties of Writer/Associate Producer plus:
- Coordinates activity of a unit under the direction of Writer/Senior Producer or Writer/Producer with more autonomy than Writer/Associate Producer.
- Guides work of Writer/Associate Producers and Production Assistants as assigned.

Writer/Associate Producer

- Duties of Production Assistant plus:
- Implements projects, productions activity and schedules under the direction of Writer/Senior Producer, Writer/Producer and Writer/Coordinating Producer or management.
- Screens, evaluates and researches programs or production related projects as assigned.
- Writes copy as assigned.
- Guides the work of Production Assistants as assigned.

Production Assistant

- Gather project and production related material.
- Provides intra-and inter-departmental liaison as assigned. Generates talent contracts.
- It is agreed that non-unit employees whose primary responsibilities are not directly related to production or post-production may be assigned Production Assistant duties, including those set forth above, as part of their jobs. It is further agreed that Thirteen shall have the right to transfer Production Assistant work to affiliated entities, provided that a majority of such work shall be performed by unit employees and non-unit employees assigned to perform such duties in accord with the foregoing sentence, and provided further that it does not result in a layoff of a bargaining unit staff employee.

3. If an employee is temporarily assigned to a higher classification for six (6) consecutive months, that employee shall be placed permanently in that higher classification.

4. Notwithstanding the foregoing, if an employee requests or if the Company desires and the employee agrees, he/she shall receive training days, to a maximum of three (3) days per month and eight (8) days per year, at a higher classification without payment of such upgrade. In no event may such training days be on an occasion where the employee would replace a higher classification employee who is absent for any reason, including but not limited to vacation, illness, leave of absence or upgrade to a higher position.

C. Merit Increase and Promotions

The Company may, at its discretion, evaluate each employee and may grant such employee such increase, if any, in excess of increases provided in this Article, which the Company is of the opinion the employee is entitled to receive.

ARTICLE XXVII

WORKING CONDITIONS

A. The Company agrees to provide employees with safe physical working conditions.

B. Failure to provide safe physical working conditions shall be a matter which may be taken up under the grievance and arbitration provisions of this Agreement.

C. Travel- Accident Insurance for employees on travel assignments shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

D. The Company shall cover all employees under Worker's Compensation.

E. The Company shall provide adequate training on all new equipment and/or new methods that employees will be required to use on the job. This training will include hands-on time on the equipment. In the event that an employee is trained on new equipment and/or for new methods, but is not assigned to or does not work using such equipment or new methods for a period of three (3) months or longer, refresher training including hands-on time and instruction by a skilled operator will be provided. The nature and amount of such training shall not be subject to arbitration except that such limitations shall not apply in the event of a grievance or arbitration of any discipline.

If an employee on staff as of July 1, 1996 is unable to perform duties involving new technical equipment after a good faith effort to do so, the Company shall make a good faith effort to transfer the employee to a comparable position within the Company that does not involve duties on such technical equipment. If such a transfer is not feasible, the employee will be paid severance pay pursuant to Article XII of this Agreement.

F. The Company shall use best efforts to provide ergonomically correct work stations for all employees including, but not limited to, ergonomically correct desks, chairs and computer accessories.

G. Reimbursement of employees for taxi fare shall be governed by the Company policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

ARTICLE XXVIII

EMPLOYEE BENEFITS

Medical Insurance, Accidental Death and Dismemberment Insurance, Life Insurance, Retirement Plan, Tuition Reimbursement, Travel Accident Insurance and Short and Longer Term Disability shall be governed by the Company Policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company. All employees covered by this Agreement shall be classified as non-exempt for payroll and employee benefits purposes.

ARTICLE XXIX

WORK WEEK, WORK DAY AND OVERTIME

A. The regular work week shall be forty (40) hours (inclusive of meal periods). The Company shall have the right to schedule employees to a work week consisting of any five (5) days in a seven (7) day period. The Company shall have the

right to change an employee's schedule up to six (6) times each calendar year, upon fourteen (14) days written notice to the employee.

B. All employees whose actual hours worked are in excess of forty (40) hours during their work week, whether a consecutive or non-consecutive five day work week, shall be paid time and one-half for all hours worked in excess of forty (40). Time paid but not actually worked including, without limitation, Paid Time Off, shall not be counted toward employees' hours worked during a work week for overtime purposes. Employees shall not work overtime without prior management authorization.

C. Employees shall be compensated at the rate of time and one-half for work performed on a sixth or seventh day, only to the extent such hours worked are in excess of forty (40) for their work week.

D. If at any time in the opinion of an employee and the Guild such employee is required to work an excessive amount of hours, the matter shall be taken up under the grievance and arbitration provisions of this Agreement.

E. An employee who, upon request of his/her supervisor, agrees to be on call or who is required to call in to the Company during the employee's non-working hours regarding Company-related business shall be credited with not less than one (1) hour of work or the length of the call, whichever is greater.

ARTICLE XXX

TERM AND DURATION

The term of this Agreement shall be from July 1, 2017, to, and including June 30, 2020. The parties shall, at least sixty (60) days prior to June 30, 2020, in good faith commence negotiations for a renewal agreement.

ARTICLE XXXI

CREDITS

A. The Company shall continue to give credit to Guild-covered employees in On-Air Continuity, On-Air Fundraising, and Acquisitions in accordance with past practices as of July 1, 1983, and shall continue the placement of such credits as in the past. In addition, the Company shall give credit to employees in On-Air Promotion in the same manner as it does for On-Air Continuity.

B. The Company shall endeavor to provide video "On-Air Promotion Producer" credit, or some other appropriate Guild-approved credit, to employees in the Promotion Production Department. The Company has not guaranteed to provide such credit and the failure to give credit under Paragraph B shall not be considered a breach of this Agreement.

C. The omission of credit for any reason other than the preference of the employee (but only with the approval of the Guild), shall be subject to grievance and arbitration, and the Guild may seek remedies as provided in Article XV.

ARTICLE XXXII

INTERNS

The Company shall have the right to assign interns and volunteers who are not in the unit to all bargaining unit work, provided that the Company, shall, on a quarterly basis, inform the Guild of interns and volunteers engaged, and provided that such assignments do not result in the layoff of unit staff.

ARTICLE XXXIII

TEMPORARY EMPLOYEES

A. The Company shall have the right to employ temporary employees for a period of not less than one (1) week and not more than twenty-six (26) weeks.

B. The reason(s) for hiring the temporary employee shall be solely Paid Time Off, leaves of absence, or special assignment of another employee or workload of a temporary nature, e.g., On-Air Fundraising drives, and special projects.

C. A temporary employee shall be entitled to all the benefits of this Agreement to which he/she would be otherwise entitled were he/she not a temporary employee, except their eligibility for Employee Benefits in accord with Article XXVIII of this Agreement shall be subject to applicable eligibility requirements of the Company plans referenced herein, and the application of Company Policy in accord with Article XXXIV of this Agreement shall be governed by the terms of such policies. No contributions shall be made on behalf of temporary employees or per diem employees to the Writers Guild of America Pension and Health Plans.

D. A temporary employee shall receive a premium equal to 10% of the applicable base rate set forth in this Agreement. Any temporary employee receiving a premium in excess of 10% shall have such premium automatically adjusted to 10% upon ratification of this Agreement. This provision, however, in no way precludes the Company from awarding a temporary employee a premium over 10% at its discretion.

E. A temporary employee may be upgraded to a higher position from that which he/she was originally employed only for the purpose of filling in for someone who is on Paid Time Off.

F. In the event that a temporary employee is retained in the employ of the Company beyond twenty-six (26) weeks without written Guild approval, he/she shall automatically become a staff employee and seniority and service credit shall be adjusted to the first date of employment with the Company.

G. In the event that an employee who has been employed as a temporary employee is employed as a staff employee, other than by operation of subsection F above, his/her seniority and service credit shall be adjusted to include his/her employment as a temporary employee; except that any service preceding an interval of twelve (12) calendar months of no service shall not be included in the adjustment.

H. In the Company's notice of employment to the Guild, the Company shall specify:

1. The name and address of the temporary employee;

2. The period for which the temporary employee is being employed; and

3. The name of the staff employee temporarily unavailable to perform his/her normal assignments.

I. PER DIEM EMPLOYEES

1. The Company shall have the right to engage per diem employees to satisfy operational needs and to replace staff and temporary employees who are absent including, without limitation, when such employees are taking Paid Time Off, paid holidays, or are on short term or long term disability, jury duty leave, bereavement leave, military leave or any other leave granted under the Company's then prevailing policies, the eligibility for which is governed by the Company policies prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company. The Company shall not lay off a staff employee or refuse to recall a laid off staff employee for the purpose of replacing him/her in the performance of his/her normal functions with a per diem employee.

2. Per diem employees shall receive a premium equal to 10% of the applicable base rate set forth in this Agreement, converted to an hourly rate calculated on a 40 hour week. Per diem employees shall be paid at a straight time rate for hours worked up to ten (10) in a work day and forty (40) in a work week, and at a time and one-half rate for all hours worked in excess of ten (10) in a workday and forty (40) in a work week. Per diem employees shall not be entitled to Employee Benefits in accord

with Article XXVIII of this Agreement. Nothing in this section shall entitle temporary or per diem employees to Paid Time Off under The Company's Paid Time Off policy.

ARTICLE XXXIV

CHANGES IN COMPANY POLICY

Numerous Articles herein, particularly including, but not limited to, those concerning Company-provided benefits, refer to or have been drafted so as to incorporate "Company Policy." In addition, the Company "Employee Handbook" issued May 7, 2014, in connection with which there is ongoing E-Training of employees, including bargaining unit employees, shall be regarded as "Company Policy" and applicable to employees hereunder to the extent it does not conflict with this Agreement. The Company shall have the right to change Company Policy, provided that any such change which might diminish benefits provided to, or which otherwise adversely affects employees, shall not become effective with respect to any employee until the Guild has received prior written notice of the change in Company Policy. Should Company Policy, or Company-provided benefits, as interpreted by the Guild, improve during the term of this Agreement, such improvements shall inure to Guild-covered employees immediately after such improvements take effect for any represented or non-represented employee.

ARTICLE XXXV

MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer, including, but not limited to, the rights,

in accordance with its sole and exclusive judgment and discretion and without bargaining: to combine positions, assign work, and introduce new technology, methods, equipment and automation.

ARTICLE XXXVI

SUCCESSORS

This Agreement shall be binding upon the parties, their successors and their assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures as of the 1st day of July, 2017.

ACCEPTED AND AGREED TO:
THIRTEEN Productions LLC

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Roslyn Davis

By: _____
Lowell Peterson

SIDELETTER A

July 1, 2017

Writers Guild of America, East, Inc.
250 Hudson Street
New York, New York 10013

Re: Labor-Management Committee

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between THIRTEEN Productions LLC (the "Company") and the Writers Guild of America, East, Inc. (the "Guild") effective July 1, 2017 (the "Agreement").

This will confirm that a Labor-Management Committee shall be comprised of the shop stewards representing each unit, a Guild representative, senior management representatives and such other person(s) as the parties may agree, on an ad hoc basis, to be appropriate. The committee shall meet bi-monthly at the request of either party to discuss any matters of concern to either party regarding the operations of Thirteen/WNET including, for example, a concern about the amount of overtime work required of unit employees. The committee shall not be empowered to adjust contractual grievances.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

THIRTEEN Productions LLC

By: _____
Roslyn Davis

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson

SIDELETTER B

July 1, 2017

Writers Guild of America, East, Inc.
250 Hudson Street
New York, New York 10013

Re: Non-Exclusive Jurisdiction

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between THIRTEEN Productions LLC (the “Company”) and the Writers Guild of America, East, Inc. (the “Guild”) effective July 1, 2017 (the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, including in Article I of the Agreement, the Company shall have the right to assign “On-Air Continuity” and “Scheduling and Acquisitions” work, including but not limited to work encompassed by the terms “acquisition” and “scheduling” as defined in the last sentence of Article I, Section A (collectively, “Scheduling/Acquisitions”), to non unit employees as part of their duties and to engage affiliated entities to perform such work. Such assignments of work and engagements of affiliated entities shall not as a consequence result in a layoff of Ana Ramos, nor shall Ms. Ramos be reassigned from her current position performing Scheduling/Acquisitions work.

The Company and the Guild agree that the Company shall have, in addition to the rights set forth above and in the Agreement, the right to assign Scheduling/Acquisitions work, and all other work previously performed by Kathy Dobkin, to a (non-bargaining unit) manager whose responsibilities shall include Scheduling/Acquisitions. The Company shall have no obligation to replace Dobkin with a bargaining unit employee. The assignment of such unit work to a manager shall not convert the manager to a unit employee. Further, the manager shall have the right to seek input and assistance from any other Thirteen employees, in the unit and outside the unit, and affiliated entities, as well as (non-Thirteen) third parties, concerning Scheduling/Acquisitions.

The Guild and the Company also agree that the Company shall have no obligation to replace Noreen Bonner with a bargaining unit employee; provided that if the Guild notifies the Company in writing of a claim, that On-Air Continuity work has become the primary responsibility of a non-unit Company employee, and the Company does not within a reasonable time of such notification adjust the work assignment of such employee to address the Guild’s claim, the Guild may pursue a claim that such employee be included in the unit.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

THIRTEEN Productions LLC

By: _____
Roslyn Davis

**ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.**

By: _____
Lowell Peterson

SIDELETTER C

July 1, 2017

Writers Guild of America, East, Inc.
250 Hudson Street
New York, New York 10013

Re: Jurisdiction Regarding Producing/Writing Promotional Material

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between THIRTEEN Productions LLC (the "Company") and the Writers Guild of America, East, Inc. (the "Guild") effective July 1, 2017 (the "Agreement").

- The Company may use non-bargaining unit staff to produce and write promotional material for: "Nature," and "Secrets of the Dead." The Company may use non-bargaining unit staff to produce and write promotional material for special projects and new series produced by or in its Documentaries & Development unit, provided that any such engagement does not result in a reduction of bargaining unit staff. The Company's rights set forth herein do not in any way restrict its right to agree with co-producers that they shall be responsible for producing and writing promotional materials for programs identified or covered by this Paragraph.
- Bargaining unit members in accordance with the Agreement will be assigned to produce and write the majority of on-air promotional materials for the following programs: "Thomas and Friends," "Bob the Builder," "Films by Kids," and Theater Closeup in addition to the programs to which they are currently assigned. The parties agree that before any long term changes can be made with respect to producing and writing covered on-air promotional materials for the above programs the Company must contact the Union. If the two parties cannot agree on such changes, then the Union may exercise its right to grieve the matter under Article XV of the Agreement should the Company implement the changes.
- Neal Shapiro or his successor (and any other person at his/her discretion and under his/her supervision) in accordance with the Agreement is permitted and may continue to write promotional material for "Reel Thirteen." Bargaining unit members in accordance with the Agreement will continue to be assigned all covered work done subsequent to such writing. The parties agree that before any long term changes can be made with respect to covered post-writing work on the above program the Company must contact the Union. If the two parties cannot agree on such changes, then the Union may exercise its right to grieve the matter under Article XV of the Agreement should the Employer implement the changes.

- With regard to national programs on which the Company has, although not required, assigned bargaining unit members to produce and write on-air promotional materials (e.g., Great Performances, American Masters), the Company may engage producers for co-produced programs to produce and write on-air promotional material for such programs, provided that a majority of such work shall be performed by bargaining unit employees. Such assignments shall not result in a lay off of a bargaining unit staff employee. Notwithstanding the foregoing, the Company shall not assign the producing and writing of on-air promotional materials work on national programs performed by the sole staff Writer/Senior Producer II performing such work as of the execution of this Agreement to non-bargaining unit producers on co-produced programs, for as long as the aforesaid Writer/Senior Producer II remains employed by the Company. When the aforesaid Writer/Senior Producer II separates from employment with the Company for any reason, the Company shall have the right to assign such work to producers for co-produced programs in accord with this paragraph.
- Upon request of the Union, the Company shall provide reporting on which staff are being assigned to perform promotional work on the covered work produced by the Company.
- The Company will offer training in accordance with the Company policy prevailing at any given time, provided that any changes to the policy also apply to other similarly situated employees, including non-union and supervisory personnel, of the Company.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very Truly Yours,

THIRTEEN Productions LLC

By: _____
Roslyn Davis

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson

SIDELETTER D

July 1, 2017

Writers Guild of America, East, Inc.
250 Hudson Street
New York, New York 10013

Re: Grandfathered Pay Tier/Overscale Employees

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between THIRTEEN Productions LLC (the “Company”) and the Writers Guild of America, East, Inc. (the “Guild”) effective July 1, 2017 (the “Agreement”).

Staff employed prior to July 1, 2004 shall be grandfathered into the “old pay tier” set forth below, for the term of the Agreement.

	7/1/2017 (2.0%)	7/1/2018 (2.0%)	7/1/2019 (2.5%)
Production Assistant	\$47,668.53	\$48,621.90	\$49,837.44
Writer Assoc. Prod I	\$55,207.77	\$56,311.92	\$57,719.72
Writer Assoc. Prod II	\$60,986.79	\$62,206.53	\$63,761.69
Writer/Prod. I	\$69,944.86	\$71,343.75	\$73,127.35
Writer/Prod. II	\$80,347.02	\$81,953.96	\$84,002.81
Writer/Senior Prod. I	\$91,319.56	\$93,145.95	\$95,474.60
Writer/Senior Prod. II	\$108,654.04	\$110,827.12	\$113,597.80

Staff who upon execution of the Agreement are receiving overscale salaries (Ana Ramos and Phil Seldis) shall receive wage increases equal to those set forth in the grandfathered pay tier above for “Writer/Senior Producer II,” *i.e.*, based upon application of the agreed upon percentage wage increases (2.0%/2.0%/2.5%) to their overscale salaries.

Subject to the exception above, staff paid an overscale salary shall not be entitled to percentage wage increases provided under this Agreement, as set forth in the grandfathered old pay tier or the new pay tier in the Agreement, provided that they shall not, as a result, be paid less than the applicable minimum in the applicable tier. Overscale employees shall be eligible for merit increases in accord with Article XXVI, Section C of the Agreement.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

THIRTEEN Productions LLC

By: _____
Roslyn Davis

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson

SIDELETTER E

July 1, 2017

Writers Guild of America, East, Inc.
250 Hudson Street
New York, New York 10013

Re: Jurisdiction Regarding Fundraising/Pledge

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between THIRTEEN Productions LLC (the "Company") and the Writers Guild of America, East, Inc. (the "Guild") effective July 1, 2017 (the "Agreement").

Notwithstanding anything to the contrary in the Agreement, including in Article I, the Company shall have the right, upon notice to the Guild, to engage WLIW, LLC to produce and write pledge or fundraising promos, breaks and interstitials with respect to:

1. Ticket offers related to on-air fundraising intended to air on both Channel 13 (WNET) and Channel 21 (WLIW);
2.
 - a) Programs produced by the Company and intended to air, at least in part, on both Channel 13 (WNET) and Channel 21 (WLIW) pledge, and;
 - b) programming from PBS, NETA, APT and other producers that may be aired on Channel 13 pledge for which the Company determines to produce promos, breaks or interstitials;
 - c) provided that, with respect to 2.(a.) and (b) above, a majority of such work included on the broadcast schedule shall be performed by Guild-represented employees, except that there shall be no limitation on engaging WLIW, LLC with respect to WLIW-produced programs intended to air initially on Channel 21 (WLIW);
3.
 - a.) Special shoots related to on-air fundraising efforts or public television promotion efforts intended to air, at least in part, on both Channel 13 (WNET) and Channel 21 (WLIW) when produced for topical shows, for example, gay pride celebrations, men's health, latino month, breast cancer awareness, self help programs, financial or tax advice programs; and
 - b.) Seasonal efforts to promote public television (*e.g.*, winter holiday spots) provided that the promo, break or interstitial is intended to air on Channel 13 and Channel 21 during the same season.

The Company and the Guild further agree that performance of the above-

described work out of the unit by affiliated entities of the Company in accord with the Company's exercise of rights pursuant to this sideletter shall not as a consequence result in a reduction in Guild staff. The rights and provisos enumerated in this sideletter shall also apply to NJTV (PMNJ LLC) in the event it produces pledge.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

THIRTEEN Productions LLC

By: _____
Roslyn Davis

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson

SIDELETTER F

July 1, 2017

Writers Guild of America, East, Inc.
250 Hudson Street
New York, New York 10013

Re: Grandfathered Step Increases/Pane-Abrahamson Promotion

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between THIRTEEN Productions LLC (the "Company") and the Writers Guild of America, East, Inc. (the "Guild") effective July 1, 2017 (the "Agreement").

Notwithstanding anything to the contrary in the Agreement, including in Article XXVI of the Agreement, employees receiving a higher salary than that set forth in the New Pay Tier in Article XXVI of the Agreement due to their having more than 36 months' service as a Writer/Producer (Penelope Owens-Brooks and Jennifer Pane-Abrahamson) or more than 48 months' service as a Writer/Senior Producer (there are none) as of the effective date of this Agreement, shall not have their salaries reduced in accordance with the New Pay Tier.

In addition, Writer/Producer Jennifer Pane-Abrahamson shall be promoted to Writer/Senior Producer effective January 1, 2018. Upon such promotion, Ms. Pane-Abrahamson shall be placed at the salary in the New Pay Tier in Article XXVI of the Agreement then in effect for Writer/Senior Producer. As set forth in Article XXVI of the Agreement, the New Pay Tier no longer has a step increase for a Writer/Senior Producer with more than 48 months' service as a Writer/Senior Producer, and Ms. Pane-Abrahamson shall not therefore be eligible for a step increase if and when she surpasses 48 months' service as a Writer/Senior Producer.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

THIRTEEN Productions LLC

By: _____
Roslyn Davis

**ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.**

By: _____
Lowell Peterson

SIDELETTER G

July 1, 2017

Writers Guild of America, East, Inc.
250 Hudson Street
New York, New York 10013

Re: Grandfathered Contributions to WGA Pension and Health Plans

Ladies and Gentlemen:

This letter shall supplement the Collective Bargaining Agreement by and between THIRTEEN Productions LLC (the "Company") and the Writers Guild of America, East, Inc. (the "Guild") effective July 1, 2017 (the "Agreement").

Notwithstanding anything to the contrary in the Agreement, including in Article XXXIII, Section C of the Agreement, the Company shall continue to make contributions to the Writers Guild of America Pension and Health Plans ("P&W Plans") for and only for the following non-staff temporary and per diem employees for whom the Company, as of the execution of the Agreement, is making contributions to the P&W Plans, with regard solely to earnings for their performance of covered work pursuant to the Agreement as a temporary or per diem employee: Andrew Berg, Patrick Hroncich, Robert Issen, Terrence Taylor, and Katie Young. The aforementioned employees shall not be eligible for Company medical or retirement benefits under Article XXVIII of the Agreement.

If the foregoing constitutes our understanding, kindly execute a copy of this letter in the space provided and it shall become a binding agreement by and between the Company and the Guild.

Very truly yours,

THIRTEEN Productions LLC

By: _____
Roslyn Davis

ACCEPTED AND AGREED TO:
WRITERS GUILD OF AMERICA, EAST, INC.

By: _____
Lowell Peterson