

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO**  
**AND**  
**OPTOMEN PRODUCTIONS, INC.**  
**November 19, 2018 through June 30, 2022**

**TABLE OF CONTENTS**

I. REPRESENTATION..... 1

II. UNION SECURITY AND DUES CHECKOFF ..... 1

III. MINIMUM TERMS AND CONDITIONS ..... 2

IV. GRIEVANCE PROCEDURE..... 2

V. STRIKES AND LOCKOUTS ..... 4

VI. LABOR MANAGEMENT COMMITTEE ..... 4

VII. SEPARABILITY ..... 4

VIII. MANAGEMENT FUNCTIONS ..... 4

IX. MINIMUM SALARIES ..... 5

X. PAID TIME OFF ..... 6

XI. BENEFITS..... 6

XII. TERM OF CONTRACT..... 7

## **COLLECTIVE BARGAINING AGREEMENT**

The Writers Guild of America, East, Inc. AFL-CIO, hereinafter called WGAE, and Optomen Productions, Inc., hereinafter called the Company, agree as follows:

### **I. REPRESENTATION**

WGAE represents that it is, and the Company recognizes WGAE as, the sole and exclusive bargaining agent with respect to wages, rates of pay, hours of work, and other conditions of employment for all full-time and regular part-time Associate Producers and Post-Producers employed by the Company at its facility located at 225 Varick Street, 4<sup>th</sup> Floor, New York, NY 10014. Excluded from the bargaining unit are all other employees, including Writers, Editors, Producers, Production Coordinators, and guards and supervisors as defined in the National Labor Relations Act.

### **II. UNION SECURITY AND DUES CHECKOFF**

At the beginning of each month the Company will provide to the Guild a list of all unit employees, including their dates of hire, job titles, compensation, addresses, cell phone numbers, and email addresses.

When employees are hired by Optomen into the bargaining unit for the first time, Optomen shall advise the employees that they are covered by this Agreement and shall provide a copy of the Agreement and a copy of the letter from WGAE attached to this Agreement.

Effective upon the date that the WGAE demonstrates to Optomen that the WGAE has entered into collective bargaining agreements with five (5) other independent production companies located in the New York Metropolitan Area that are engaged in the production of non-fiction television, covering bargaining units similar to the one covered by this Agreement, (with an average of at least six employees in the unit as measured over the previous 26 pay periods), and where such agreements contain WGAE/union security obligations similar to the following (or provisions which would "trigger" union security obligations at the same time as this one), the following provision shall take effect:

(a) Optomen agrees that it will not continue any employee in its employ under this Agreement unless he/she is a member in good standing of the Union, or satisfies the economic obligations of membership, or has made application for membership in the Union on the later of (i) three months of employment by the Company; and (ii) a period of 30 calendar days following the effective date of this provision; provided, however, that the employee shall have had a minimum of 15 days of employment following the effective date of this provision.

(b) Optomen shall terminate any employee who has failed to be or become a member of the Union in good standing by reason of a refusal to tender the initiation fees or periodic dues and assessments uniformly required, within five (5) days of notice from the Union of this failure.

(c) Upon receipt of a written check-off authorization card signed by an employee covered by this Agreement, the Company shall deduct from the employee's wages each pay period, starting not earlier than thirty (30) days after the beginning of his/her first employment by

the Company, regular monthly dues and initiation fees as certified to the Company by the WGAE.

(d) The WGAE shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Company for the purpose of complying with any of the provisions of this Section, or reliance on any list, notice or assignment furnished under any such provisions.

### **III. MINIMUM TERMS AND CONDITIONS**

(a) **FAVORABLE TERMS/PERSONAL SERVICES CONTRACTS:** The Company agrees that the minimum terms and conditions governing the employment of employees covered by this Agreement are those contained in this Agreement, and the Company agrees that it will not enter into any contract with or employ any such employees upon terms and conditions less favorable on an overall basis to the employees than those set forth in this Agreement. The Company further agrees for the benefit of WGAE and all employees covered by this Agreement, that existing contracts or agreements with all such employees are hereby modified in accordance herewith, but no terms, wages, or hours under such existing contracts or agreements now had by any such employees which are more favorable to such employees than the terms herein specified, shall be deemed as modified by this contract. Nothing contained in this Agreement shall limit the right of any employee covered by this Agreement to negotiate terms more favorable than those set forth herein.

(b) **TERMINATION OF BARGAINING:** The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement, and that therefore it is understood and agreed that either party waives the right to require the other to bargain concerning any subject matter either covered by this Agreement, or which either party could have been reasonably expected to have raised during the negotiations of this Agreement.

### **IV. GRIEVANCE PROCEDURE**

(a) **STEP 1:** If any dispute shall arise concerning the interpretation or application of the Agreement, it shall be taken up between the employee, with or without the WGAE Steward or WGAE representative, as the employee may elect, and Optomen's Department Head or his/her designated representative. The dispute shall be raised within sixty (60) calendar days from the date on which the question arose, or the date on which it should reasonably have been known that a question existed, but no later than forty-five (45) days after the employee's last day in a bargaining unit position at Optomen.

(b) **STEP 2:** If any question of interpretation or application of this Agreement is not settled under paragraph (a) above, it shall be submitted in writing by the employee or by WGAE in the name of the employee, to the Company Executive in Charge of Production within thirty (30) calendar days from the date the question was first taken up with the Department Head or his/her designated representative.

(c) **STEP 3:** Any such question as to interpretation or application of this Agreement which is not settled in accordance with the foregoing paragraphs of this Article may be appealed to arbitration, provided written request is made to the other party within ninety (90) calendar days after the response to the Step 2 grievance is received, as provided for under paragraph (b) above. Such written request for arbitration shall include a description of the incident giving rise to the grievance, the specific Article or Articles of the Agreement alleged to be violated, and the remedy requested. In the event of any such request for arbitration, the Company and WGAE shall attempt to agree upon a mutually satisfactory arbitrator. If the parties are unable to agree on a mutually satisfactory arbitrator within ten (10) calendar days after written request to arbitrate, the grieving party may request the Federal Mediation and Conciliation Service to submit a panel of seven (7) names from which the arbitrator shall be chosen by each party alternately striking names.

(d) **POWERS OF THE ARBITRATOR:** The arbitrator shall have no power to change, alter, amend, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the grievance. The decision of the arbitrator shall be based solely on the evidence and arguments presented to him by the respective parties, and such decision, if within the limits herein prescribed, shall be final and binding on the parties to the dispute. The arbitrator may not go beyond the terms of this Agreement in rendering a decision. Each party will bear its own expenses in carrying out the provisions of this Article and the parties will share equally in the expenses of the arbitrator.

(e) **LIMITS ON ARBITRATION:** Any arbitration under this Agreement shall be limited to matters of interpretation or application of the specific terms of this Agreement, except as provided under subparagraph (g) below.

(f) **COMPANY GRIEVANCES:** In the event the Company has a question concerning the interpretation or application of this agreement, it will be processed by submitting the question in writing to the Executive Director of the WGAE, and if the question is not settled within forty-five (45) calendar days, paragraphs (c) and (d) above may be applied.

(g) **CONFLICTING DISPUTE RESOLUTION:** If an employee has agreed in an individual employment agreement to use this Agreement's grievance and arbitration procedure for resolution of disputes regarding such individual employment agreement, this procedure may be used as described in the individual employment agreement.

(h) **TIMELINESS:** Failure to take up or advance any question within the time limits set forth in this Agreement shall be considered as a waiver of the right to further processing of the question. In cases where a "continuing question" exists, claims for retroactive application shall be limited to sixty (60) calendar days prior to the date the question was first taken up pursuant to paragraph (a) above.

## **V. STRIKES AND LOCKOUTS**

(a) **NO STRIKE/LOCKOUT:** The WGAE agrees that, during the life of this Agreement or any written extension hereof, there shall be no strikes of whatsoever kind or nature (economic, sympathetic, unfair labor practice, or otherwise), slowdowns, walkouts, sit-downs, picketing, boycotts or any activities which interfere, directly or indirectly with the Company's operations. The Company shall not engage in any lockouts during the life of this Agreement or any written extension hereof.

(b) **UNAUTHORIZED JOB ACTIONS:** The WGAE further agrees that in cases of unauthorized strike, walkout cessation of work, or other action prohibited by subparagraph (a) above, the WGAE, its officers, employees and stewards shall make every reasonable effort to instruct employees participating in any such unauthorized action to return to work.

(c) **VIOLATIONS OF THIS ARTICLE:** Any claim, action, or suit for damages or injunctive relief, which is commenced by the Company as a result of a violation of this Article, shall not be subject to the Grievance and Arbitration provisions of this Agreement.

## **VI. LABOR MANAGEMENT COMMITTEE**

The WGAE and the Company agree to establish a Labor Management Committee to discuss issues of mutual concern to the parties. During the term of the agreement, the Committee will convene at the request of either party. Each party may have up to five (5) attendees at the Committee meeting, unless mutually agreed otherwise. If the WGAE intends to have a WGAE official other than its designated representative attend the meeting, it will give the Company at least one week's notice.

## **VII. SEPARABILITY**

Where this Agreement is in conflict with any federal or state law, the WGAE, for itself and for the unit employees, and the Company agree to waive their rights under such law to the extent permitted. To the extent any such waiver is not permitted, any provision of this Agreement that is in contravention of the laws or regulations of the United States or of the State of New York shall be superseded by the appropriate provisions of such law or rule or regulation so long as same is in force and effect, but all other provisions of this Agreement shall continue in full force and effect for the duration of this Agreement.

## **VIII. MANAGEMENT FUNCTIONS**

(a) **MANAGEMENT RIGHTS:** The WGAE recognizes that the management of the Company's operations and the direction of the working forces are vested exclusively in the Company and this shall include but shall not be limited to the rights to hire, promote employees to positions outside the bargaining unit; discipline, demote, and discharge; to judge the competency and ability of employees; to release and lay off employees for lack of work; to subcontract work for legitimate business reasons; to assign work; to transfer employees from one production to another; to determine classifications and define the duties thereof consistently with the allocation of duties as of the time of this Agreement; to establish and maintain the job qualifications of each classification; to select and determine the number of its employees,

including the number assigned to any particular work and the number of employees within classifications to any production or work week; to sell, lease or otherwise dispose of all or any part of its plant and/or other equipment; to determine the extent to which facilities and equipment shall be operated; to extend, limit or curtail its operations; to determine what productions to make and with what networks to contract; and to adopt and enforce any Company rules which are not inconsistent with the provisions of this Agreement.

**IX. MINIMUM SALARIES**

MINIMUM SALARIES: Minimum weekly/hourly salaries of employees covered by this Agreement shall be as follows:

	<i>Effective Date of Ratification</i>
Post Producer	\$2,200
Effective first payroll period on or after July 1, 2019: \$2,300	
Associate Producer	\$1,100
Effective first payroll period on or after January 1, 2019: \$22.00 per hour	
Effective first payroll period on or after January 1, 2020: \$23.00 per hour	

All increases shall be effective the first payroll period on or after the stated date.

After an employee reaches his/her one year anniversary of employment with Optomen, the employee shall be paid at least 105% of the above minimum weekly salaries. Employees paid above the minimums shall receive at least the annual increases determined by the Company for all employees which usually occurs in January of each year, unless the employee has specifically agreed otherwise as part of salary negotiations or the employee has already received the same or greater increase within the last eleven (11) months.

If Optomen hires or promotes an employee without experience into a unit job classification, it may request a waiver of the applicable minimum salary from the WGAE. The WGAE will not deny the request unreasonably.

Associate Producers shall be paid overtime in accordance with Fair Labor Standards Act (“FLSA”). The parties acknowledge that Optomen has appropriately used the fluctuating work week approach for paying Associate Producers in accordance with the FLSA. Effective with the first payroll period that commences on or after January 1, 2019, Optomen will no longer use the salaried fluctuating work week approach for Associate Producers. Instead, Associate Producers will be paid on an hourly basis and will receive time and one-half (1.5x) their base rate for all hours actually worked over 40 in the payroll week. Meal periods will continue to be unpaid. Employees will be responsible for accurately recording their time worked.

## **X. PAID TIME OFF**

(a) **HOLIDAYS:** The Company shall include bargaining unit employees in its holiday policies adopted from time to time by the Company as they apply to the Company's unrepresented employees, without the necessity of bargaining, provided that there shall be at least ten holidays designated by the Company each year. The Company shall designate the holidays no later than December 31 for the succeeding year, and shall include January 1 of the following year in such designation. If an employee works a designated holiday, he/she shall be paid twice his/her daily rate (weekly rate divided by five (5)).

(b) **VACATION:** Following employment for more than three (3) months, an employee shall be granted one (1) paid day off. After the initial three (3) month period, employees shall accrue .83 paid days off during each month, up to a maximum accrual of seven (7) paid days off at any one time. Paid days off shall be taken in increments of one-half day or longer, and scheduling must be approved by the Company. There shall be no compensation for unused paid days off upon separation from employment, except those days which the employee requested to take before the expiration of their projected working period but was unable to use because of work assignments.

## **XI. BENEFITS.**

A. Bargaining unit employees shall be eligible to participate in the Company's 401(k) plan under the same terms and conditions as offered to other employees in the plan, including changes made by the Company in its sole discretion that apply to all participants.

Effective July 1<sup>st</sup>, 2018, after two (2) months of employment at the Company, bargaining unit employees shall be eligible to participate in the Company's health insurance plan under the same terms and conditions as offered to other employees in the plan, including changes made by the Company in its sole discretion that apply to all participants. The Company has provided to the WGAE the plan that was implemented on July 1, 2018. Any subsequent plan shall contain the following elements:

1. The Employer shall pay 90% of the premium for coverage;
2. For rehires, prior service with the Company within the 180 days before the rehire date shall be included in calculating eligibility.
3. Co-insurance for in-network services shall not decrease.
4. Deductibles shall not increase except that deductibles may increase by no more than 100% over those in the plan implemented on July 1, 2015.

B. If the WGAE demonstrates to the Company by May 1st of any year of this agreement that the WGAE has entered into collective bargaining agreements with five (5) other independent production companies located in the New York Metropolitan Area that are engaged in the production of non-fiction television, covering bargaining units similar to the one covered by this Agreement, (with an average of at least six employees in the unit as measured over the previous 26 pay periods), and where such agreements contain WGAE/Entertainment Industry



Flex Plan (“Flex Plan”) obligations or provisions which would “trigger” Flex Plan obligations at the same time as this one, the Employer agrees to participate in the Flex Plan on behalf of all bargaining unit employees by making contributions by June 15<sup>th</sup> for July 1st coverage of the year the “trigger” becomes effective. The Employer and the WGAE agree to negotiate in good faith regarding the Company’s required monthly contribution to the Flex Plan.

**XII. TERM OF CONTRACT**


Except as otherwise provided elsewhere herein, this Agreement shall be effective on the date of ratification and shall continue in effect to June 30, 2022.

SIGNED this 28<sup>th</sup> day of November, 2018, at New York, New York.

OPTOMEN PRODUCTIONS, INC.

By   
Maria Silver  
President

WRITERS GUILD OF AMERICA, EAST, INC., AFL-CIO

By   
Lowell Peterson  
Executive Director